

**January 22, 2024**  
**Regular City Council Meeting Packet**

# Guest – Jeff Arp with MIRMA

## MIRMA Risk Management Grant

### City of Malden - Board of Public Works (Electric Distribution Department)

- Electric Crimper      cost:    \$2,330.50      award: \$1,747.88 (75%)

### City of Malden – Department of Public Safety (Police Division)

- 1 – Taser      cost:    \$2,760.00
- 8 – Live Cartridges      cost:    \$322.00  
   \$3,082.00      award: \$2,250.00 (73%)

# REGULAR CITY COUNCIL SESSION

## MALDEN CITY COUNCIL

MONDAY, DECEMBER 18, 2023 — 6:00 P.M.

CITY HALL—201 SOUTH MADISON

Mayor Denton Kooyman called the meeting to order at 6:00 p.m. with Council Member Debra Wilkerson conducting the opening prayer.

### ROLL CALL:

Council Member Wilkerson

PRESENT

ABSENT

X

Council Member Jenkins (President Pro Tem)

X

Council Member Lefler

X

Council Member House

X

Council Member Joyce

X

Council Member Jones

X

Council Member Beckett

X

Council Member Coleman

X

Members Present

8

**Others Attending:** City Clerk Mandy Lewis, DED/Airport Director David Blalock, Public Safety Department Director/Chief of Police Jeff Mitchell, City Treasurer Angela Earnheart, City Attorney Jonce Chidister and City Administrator Ivone Smith.

### 15 MINUTE OPEN FORUM

None.

### APPROVAL OF THE MINUTES

**MOTION:** By Council Member Jenkins to approve the Regular Session Minutes of November 20, 2023.

**SECOND:** By Council Member Wilkerson.

**Motion Passed 8/0**

### TREASURERS REPORT

#### **c. Financial Report**

City Treasurer Earnheart reported for the 5<sup>th</sup> Month of the Fiscal Year November 2023, the General Fund had \$826,630.42, COVID Federal Funding has \$492,861.82, Cemetery Fund has \$163,785.25, Park Fund \$3,691.15, Frisco Park Splashpad Fund has \$351,487.15, Malden Department of Economic Development Fund has \$41,209.01, Street Capital Projects Fund \$386,877.76 Solid Waste Management Fund \$5,818.65, Capital Improvement Fund has \$215,877.76. Total cash and cash equivalents \$2,555,933.80 and long-term loan obligations is \$2,555,933.80.

Council Member Lefler asked if additional information could be presented to the Council regarding the income and expenses of the City. Treasurer Earnheart asks what information for what account is being requested as there are separate accounts within the City, within the Board of Public Works and within the Airport. Council Member Lefler states she would like a copy of each check written. City Administrator Smith states there are a large number of checks cut by the bookkeeper each month. Council Member Joyce states he has been on boards where a check register is included within the information. Treasurer Earnheart states she can present a check register from the General Fund and invites the Council to come into City Hall at any time to take a look at any documents. City Administrator Smith states the new software that will go live in April will make the financials easier to understand.

**LIEN FORGIVENESS REQUEST:****a. Nollie Smith Burnett/North End Property Management & Development, LLC**

Mayor Kooyman reminds the Council, Ms. Smith Burnett was unavailable for the November Council Meeting and the topic was postponed until this Council Meeting. City Administrator Smith states Ms. Smith Burnett submitted an Amended Request with 17 properties. Council Member Jenkins confirms the request is to have liens waived. Administrator Smith states that Ms. Smith Burnett's amended request is only requesting liens be waived, not taxes. She states the question with this request is whether the Council wishes to waive the liens based on the newest Lien Forgiveness Policy which requires the property owner to maintain the property for 12-months prior to 100% of liens waived. Council Member Joyce states the last request was approved with a specific number of days for the property to be purchased and 100% of the liens would be waived. City Administrator Smith states the Jones' were given 90 days from the date of approval to purchase the properties. Council Member Joyce inquires about information that could be an issue with releasing liens. Mayor Kooyman asks if there is something the City must do with the County to have the liens waived. City Clerk Lewis states a Release of Special Tax Bill is filed with the County when liens are waived.

**MOTION:** By Council Member Joyce to approve the amended request presented by Ms. Smith Burnett regarding liens being waived for 401 E. Cleveland, 404 N Decatur, 406 N Decatur, 204 E. Howard, 613 Edwards, 307 N. Edwards, 502 N. Decatur, 311 E. Howard, 202 E. Cleveland, 603 N. Decatur, 400 N. Decatur, 606 N. Decatur, 609 N. Kimball, Clinton (Danny and Bendy Wagner), 608 N. Decatur, 208 E. Davis, and 910 N. Edwards; the properties must be purchased within 90-days of today's date and City Clerk Lewis will prepare and present to Ms. Smith Burnett a Release of Special Tax Bill for each property where she would be responsible for taking the releases to the County.

**SECOND:** By Council Member Lefler.

**Motion Passed 8/0**

**DED/AIRPORT INDUSTRIAL PARK:****a. Application for Assistance – Repair of Runway Lights**

DED/Airport Director Blalock informs that there are several runway lights needing replaced. He requests the Council authorize Mayor Kooyman to sign an Application for Assistance for assistance in replacing the lights. He states the repairs would cost approximately \$150,000.00 and without assistance from MoDOT.

**MOTION:** By Council Member Joyce authorized Mayor Kooyman to execute documentation for the Application for Federal/State Assistance through MoDOT Aviation Section.

**SECOND:** By Council Member House.

**Motion Passed 8/0**

**DCSD#1 AMENDMENT TO SEWAGE TREATMENT AND FLOW AGREEMENT**

City Administrator Smith states the Amendment to Sewage Treatment and Flow Agreement was approved in the earlier Dunklin County Sewer District meeting. This Agreement requires the Sewer District to submit a formal audit to the City of Malden each year. It will also require the City to submit a formal audit to the Dunklin County Sewer District each year. She states this agreement will help keep the Sewer District accountable in the future.

**MOTION:** By Council Member Coleman to approve the Amendment to Sewage Treatment and Flow Agreement and authorize Mayor Kooyman to execute the agreement on behalf of the City of Malden.

**SECOND:** By Council Member Jones.

**Motion Passed 8/0**

**LACLEDE FIRE STATION LEASE**

City Administrator Smith states the Malden Department of Public Safety has hired a new employee who would like to rent the apartment at the Laclede Fire Station. She states the Lease Agreement is the same as the previous Lease Agreement for the apartment at the Air Base Fire Station. Council Member Joyce asks if the City is losing money with the rent being so low. City Administrator Smith states the only additional cost would be the electric used by the tenant.

Director Mitchell states the employee will be responsible for general maintenance around the fire station. Council Member Joyce states the Lease Agreement does not detail those responsibilities. Council Member Lefler states she feels the rent needs to be increased. Council Member House states he feels having someone living in the apartment will help with security.

**MOTION:** By Council Member Jenkins to approve the Lease Agreement and authorize Mayor Kooyman to execute the agreement on behalf of the City of Malden.

**SECOND:** By Council Member House.

**Motion Passed 6/2**

#### **VETERAN'S WALL MEMORIAL**

Mayor Kooyman states there has been approximately 20 names turned in to be added to the Memorial Wall. A question has been raised regarding passing the cost of additions to the person requesting the addition. Council Member House states he feels everyone had an opportunity to have a name added and everyone he spoke to was informed of a cost of additional names being added. Council Member Jenkins states she did not feel that everyone was aware as she was not told there would be a \$50 fee until last month's meeting. Council Member House states Malden Marble Works will be charging the City \$50 and he does not feel the City should be responsible for the additional costs. Mayor Kooyman states some requests have come in where the person feels they should not have to pay to have the names added, some that have paid without issue and some that were unaware of the cost. Council Member Coleman asks if the Council could approve a time frame when the cost is not charged to the family. City Administrator Smith states there are several that have paid so she would like clarification on what the Council would like to do with those payments. She also states an amount can be added to the budget to cover a certain number of additions and over this amount would have to be paid for by the family. Council Member Coleman states he doesn't want to limit someone from being able to add a name but doesn't feel that the City should be held responsible for the addition of all names in the future. City Administrator states \$1,000 will cover 20 names. Council Member Coleman states he does not want to have it added to the budget. Mayor Kooyman states if no motion is made the addition of names will be left as is. City Administrator states the form has "donation" and that should be changed to "fee."

**MOTION:** By Council Member Joyce to update the form from "donation" to "fee," any names requested to be added between November 11<sup>th</sup> and December 18<sup>th</sup> to be added at no charge, to add the names currently given as well as names from Council Member Jenkins at no fee, with any additional fee based on the amount charged by Malden Marble Works.

**SECOND:** By Council Member Lefler.

**Motion Passed 8/0**

City Administrator Smith states the people that paid the \$50 for the addition of names between November 11, 2023 and December 18, 2023, will be contacted to see if they would like a refund or donate their paid fee.

#### **CITY ADMINISTRATOR'S REPORT**

City Administrator Smith states the new fire truck was delivered on December 1<sup>st</sup>. She reminds the Council the truck was purchased through a grant. She reminds the Council of the surplus property discussed at the November Council Meeting. She has uploaded the piano to GOVDEALS, however, the fire truck has not been uploaded to date. A check with local fire departments has been completed and the truck will be added to GOVDEALS. She reminds the Council bids can be rejected if the city does not feel the bid is sufficient. Administrator Smith updates the Council regarding the progress at the Community Center. She states the fiber has been ran and the ceiling tiles are being installed. The contractor is expecting completion sometime between March/April 2024. She states parts of the Edmunds GovTech software should go live in April and the new website will go live on January 8, 2024.

#### **COUNCIL LIAISON REPORTS**

**Council Member Beckett** - None.

**Council Member Coleman** - Wishes everyone a Merry Christmas and Happy New Year.

**Council Member Joyce** – States a street light has been out at Oak and West Park Street, and asks about the water issue roped off at the south side of Frisco Park. City Administrator Smith states she will look into both issues.

**Council Member Jones** – Wishes everyone a Merry Christmas and Happy New Year.

**Council Member Lefler** – Asks if MoDOT or the State have been contacted about the Business 25 signs at the southside of Malden. She also states there are lights out at the intersection and would like to see them replaced. Administrator Smith said she would look into both.

**Council Member House** – Wishes everyone a Merry Christmas and Happy New Year.

**Council Member Jenkins** – States a resident attempted to access the Transfer Station over the weekend and was unable. Administrator Smith states the station is open one Saturday a month during the winter months. During the spring, summer and fall it is open two weekends per month. She also states residents can schedule a time to access the Transfer Station for a \$20 payment. Council Member Jenkins asks the sign be checked for the correct open dates/times. She also asks about City employees receiving gift cards and money from members of the public. Administrator Smith states employees are not allowed to receive monetary rewards in exchange for special treatment. Council Member Jenkins reminds everyone that Jesus is the reason for the season.

**Council Member Wilkerson** – Wishes everyone a Merry Christmas and Happy New Year. She also states this will be her last term as Council Member for Ward I.

#### **MAYOR REPORT**

Mayor Kooyman informs the January Council Meeting will be on January 22, 2024 at 6 pm at City Hall. The meeting will be held one week later due to the Martin Luther King Jr. holiday. Building Code Committee Meeting and Planning & Zoning Board Meeting will not be held in December due to the holidays.

Mayor Kooyman states City offices will be closed on Friday, December 22, 2023 and Monday, December 25, 2023 for the Christmas holiday. City offices will also be closed on Friday, December 26, 2023 and Monday, January 1, 2024 for the New Year holiday. He states the last day to sign up to be placed on the April 2, 2024 election ballot is Tuesday, December 26, 2023. The current candidates are: Ward 1: Rose Downs, Tomorro Antwine and Nollie "Cookie" Smith-Burnett; Ward 2: Robert House; Ward 3: Charles Dierks and Harold Jones; Ward 4: Casen Coleman.

Mayor Kooyman reads a Thank You card from the Beckham family. He informs the Council that the Malden Department of Public Safety helped cover shifts for the Dunklin County Sheriff's Department due to the death of Deputy Sheriff Walley. Mayor states City Administrator is researching grants for a new fire station. He states the grant cycle is in April and research will continue on this topic.

**OTHER BUSINESS DEEMED NECESSARY**

With no other business deemed necessary, a Motion to Adjourn was entertained.

**MOTION:** By Council Member Jenkins to adjourn the Regular Council Session of December 18, 2023 at 7:06 p.m.

**SECOND:** By Council Member Coleman.

**POLL VOTE ----- MOTION PASSED****8 - YES****0 - NO**

Council Member Joyce	YES	Council Member Jones	YES
Council Member House	YES	Council Member Coleman	YES
Council Member Wilkerson	YES	Council Member Beckett	YES
Council Member Lefler	YES	Council Member Jenkins	YES

ATTEST:

\_\_\_\_\_  
Denton Kooyman – Mayor

\_\_\_\_\_  
Mandy Lewis – City Clerk/City Collector

**CITY OF MALDEN  
SCHEDULE OF CASH BALANCES  
AS OF DECEMBER 31, 2023**

Petty Cash/Cash in Drawer		\$ 950.00
Consolidated City Use Sales Tax		432,031.16
COVID Funding - Federal		405,092.82
Cash-General Fund		495,314.61
Cash-Cemetery	0.00	
Cash-Cemetery Maintenance	36,587.66	
CD-Cemetery	127,197.59	
Total Cash in Cemetery Fund		163,785.25
Cash-Park/Local Tax		
Cash-Splashpad Account-Frisco Park		351,487.15
Cash - Malden Dept of Economic Development		41,308.76
Streets Capital Projects Fund		396,638.95
Solid Waste Management Fund		5,843.10
Capital Improvement Fund		224,906.13
Cash-MCIC-General Acct	8,470.56	
Cash-MCIC-Debt Reserve Acct	14.99	
Cash - Nutrition Center, Inc.- General Acct	1.90	
Cash - Nutrition Center, Inc.- Debt Reserve Acct	8.09	
Fire Cleanup Fund	3,800.00	FIR1018
Cash-Funded Liability Account	8,228.19	
Arts Council Funds	4,536.23	
Storm Donations	16,631.16	
Cash-Officer Training	2,189.79	
Cash-Court Bonds & Restitution	3,921.00	
Cash - Shop With A Hero Acct	20,544.79	
Cash-Police PAC	44.98	
Cash - Grant Funding Account	0.00	
Cash-Police Grants Fund	0.21	
Total of Other Cash Account Balances		68,391.89
Total Cash & Cash Equivalents		\$ 2,585,749.82



**CITY OF MALDEN**  
**SCHEDULE OF LONG-TERM FINANCIAL COMMITMENTS**  
**AS OF DECEMBER 31, 2023**

**CITY OF MALDEN**  
**POLICE DEPARTMENT**

<b>DESCRIPTION:</b>	<b>2021 CHEVY TAHOE - LOAN #80090728</b>	
<b>ORIGINAL LEASE TOTAL:</b>	\$	46,599.03
<b>BALANCE:</b>	\$	15,998.10
<b>INTEREST RATE:</b>	2.250%	
<b>PAYMENT SCHEDULE:</b>	\$	16,777.66 DUE AUGUST 4 EACH YEAR
<b>ORIGINAL LEASE DATE:</b>	July 26, 2021	
<b>LAST PAYMENT DATE:</b>	August 4, 2024	

**CITY OF MALDEN**  
**MALDEN CAPITAL IMPROVEMENT CORP/MALDEN NUTRITION CENTER, INC.**

	<b>LOAN #80077545</b>	
<b>DESCRIPTION:</b>	<b>FSCB LOAN-PAYOFF USDA LOANS FOR POLICE DEPT BLDG/NUTRITION CENTER BLDG</b>	
<b>ORIGINAL LEASE TOTAL:</b>	\$	857,671.75
<b>BALANCE:</b>	\$	643,108.76
<b>INTEREST RATE:</b>	2.610%	
<b>PAYMENT SCHEDULE:</b>	\$	7,264.00 MONTHLY
<b>ORIGINAL LEASE DATE:</b>	October 15, 2020	
<b>LAST PAYMENT DATE:</b>	August 1, 2033	

**CITY OF MALDEN**  
**STREET DEPARTMENT**

	<b>LOAN #289705</b>	
<b>DESCRIPTION:</b>	<b>LOAN FM BANK FOR STREET IMPROVEMENTS</b>	
<b>ORIGINAL LEASE AMOUNT:</b>	\$	2,115,000.00
<b>BALANCE:</b>	\$	770,136.78
<b>INTEREST RATE:</b>	3.400%	
<b>PAYMENT SCHEDULE:</b>	\$	21,112.77 20th of Each Month
<b>ORIGINAL LEASE DATE:</b>	March 27, 2017	
<b>LAST PAYMENT DATE:</b>	March 27, 2027	

**CITY OF MALDEN**  
**SCHEDULE OF LONG-TERM FINANCIAL COMMITMENTS**  
**AS OF DECEMBER 31, 2023**

<b>CITY OF MALDEN</b>	
<b>PARK DEPARTMENT</b>	
LWCF PROJECT 29-01741	
<b>DESCRIPTION:</b>	<b>LOAN FROM MALDEN BPW FOR FRISCO PARK SPLASHPAD INSTALL</b>
<b>ORIGINAL LOAN AMOUNT:</b>	\$ 397,742.50
<b>BALANCE:</b>	\$ 397,742.50
<b>INTEREST RATE:</b>	0.000%
<b>PAYMENT SCHEDULE:</b>	\$ - 50% GRANT REIMB/10% PER YEAR BALANCE
<b>ORIGINAL LOAN DATE:</b>	March 15, 2023
<b>LAST PAYMENT DATE:</b>	March 15, 2028
<hr/>	
<b>TOTAL CITY DEBT</b>	<b>\$ 1,826,986.14</b>

<b>CITY OF MALDEN</b>	
<b>BOARD OF PUBLIC WORKS</b>	
LOAN #276065	
<b>DESCRIPTION:</b>	<b>LOAN FOR WASTEWATER TREATMENT PLANT UPGRADES</b>
<b>ORIGINAL LOAN AMOUNT:</b>	\$ 1,529,375.00
<b>BALANCE:</b>	\$ 452,846.79
<b>INTEREST RATE:</b>	3.000%
<b>PAYMENT SCHEDULE:</b>	\$ 10,682.51 MONTHLY
<b>ORIGINAL LEASE DATE:</b>	September 20, 2012
<b>LAST PAYMENT DATE:</b>	October 1, 2027
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<b>TOTAL BPW DEBT</b>	<b>\$ 452,846.79</b>
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<b>TOTAL DEBT</b>	<b>\$ 2,279,832.93</b>

**CITY OF MALDEN**  
**COMBINED REVENUES AND EXPENDITURES**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

Account Description	Current Month	Year-to-Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b><u>CEMETERY FUND</u></b>						
Revenues	1,877.56	20,000.82	21,289.96	(1,289.14)	42,580.00	(22,579.18)
Expenses	5,235.78	28,862.21	26,211.40	(2,650.81)	52,423.00	23,560.79
Net Operating Income	(3,358.22)	(8,861.39)	(4,921.44)	(3,939.95)	(9,843.00)	981.61
<b><u>COMMUNITY CENTER</u></b>						
Revenues	250.00	380,088.03	13,999.96	366,088.07	28,000.00	352,088.03
Expenses	8,653.88	406,878.12	38,163.78	(368,714.34)	75,787.81	(331,090.31)
Net Operating Income	(8,403.88)	(26,790.09)	(24,163.82)	(2,626.27)	(47,787.81)	20,997.72
<b><u>EMERGENCY MANAGEMENT</u></b>						
Revenues	0.00	2,487.45	3,500.02	(1,012.57)	7,000.00	(4,512.55)
Expenses	500.33	3,329.24	5,229.52	1,900.28	10,459.00	7,129.76
Net Operating Income	(500.33)	(841.79)	(1,729.50)	887.71	(3,459.00)	2,617.21
<b><u>GENERAL FUND</u></b>						
Revenues	559,837.64	1,448,355.92	1,062,145.38	386,210.54	2,124,291.00	(675,935.08)
Expenses	505,588.46	1,418,356.25	1,009,980.22	(408,376.03)	2,019,960.46	601,604.21
Net Operating Income	54,249.18	29,999.67	52,165.16	(22,165.49)	104,330.54	(74,330.87)
<b><u>DEPT OF ECONOMIC DEV</u></b>						
Revenues	99.75	588.55	99.98	488.57	200.00	388.55
Expenses	0.00	0.00	1,225.04	1,225.04	2,450.00	2,450.00
Net Operating Income	99.75	588.55	(1,125.06)	1,713.61	(2,250.00)	2,838.55
<b><u>STREET DEPARTMENT</u></b>						
Revenues	15,769.63	123,088.66	116,949.98	6,138.68	233,900.00	(110,811.34)
Expenses	15,367.27	159,096.61	130,602.12	(28,494.49)	261,204.18	102,107.57
Net Operating Income	402.36	(36,007.95)	(13,652.14)	(22,355.81)	(27,304.18)	(8,703.77)
<b><u>TOTAL ABOVE FUNDS/DEPARTMENTS</u></b>						
Revenues	577,834.58	1,974,609.43	1,217,985.28	756,624.15	2,435,971.00	(461,361.57)
Expenses	535,345.72	2,016,522.43	1,211,412.08	(805,110.35)	2,422,284.45	405,762.02
Net Operating Income	42,488.86	(41,913.00)	6,573.20	(48,486.20)	13,686.55	(55,599.55)

**CITY OF MALDEN  
COMBINED REVENUES AND EXPENDITURES  
MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

Account Description	Current Month	Year-to-Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b><u>PARKS DEPARTMENT</u></b>						
Revenues	14,803.79	104,332.26	96,600.00	7,732.26	193,200.00	(88,867.74)
Expenses	62,150.80	216,267.29	110,214.94	(106,052.35)	220,430.14	4,162.85
Net Operating Income	(47,347.01)	(111,935.03)	(13,614.94)	(98,320.09)	(27,230.14)	(84,704.89)
<b><u>STREET DEPT CAPITAL</u></b>						
Revenues	30,838.37	176,114.36	159,999.98	16,114.38	320,000.00	(143,885.64)
Expenses	21,112.77	126,676.62	159,999.98	33,323.36	320,000.00	193,323.38
Net Operating Income	9,725.60	49,437.74	0.00	49,437.74	0.00	49,437.74

**CITY OF MALDEN  
COMBINED GENERAL FUND REVENUES AND EXPENDITURES  
MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

<b>GENERAL FUND</b>						
<b>Account Description</b>	<b>Current Month</b>	<b>Current Year Year to Date</b>	<b>Year-to-Date Budget</b>	<b>Variance</b>	<b>Annual Budget</b>	<b>Variance</b>
<b>Revenues</b>						
Arts Council	300.00	300.00	0.00	300.00	0.00	300.00
City Administration	(86,380.12)	(127,807.95)	12,303.98	(140,111.93)	24,608.00	(152,415.95)
Code Enforcement	3,174.45	24,787.85	21,799.90	2,987.95	43,600.00	(18,812.15)
Court	441.94	3,157.64	4,100.02	(942.38)	8,200.00	(5,042.36)
Fire Department	369,864.14	444,141.17	88,250.02	355,891.15	176,500.00	267,641.17
General (Not in other Departments)	262,153.54	1,005,705.05	853,990.50	151,714.55	1,707,981.00	(702,275.95)
Nutrition/Senior Center	0.00	5,830.59	7,500.00	(1,669.41)	15,000.00	(9,169.41)
Police Department	6,962.84	62,329.56	44,399.94	17,929.62	88,800.00	(26,470.44)
<b>Total Revenues - General Fund</b>	<b>559,837.64</b>	<b>1,448,355.92</b>	<b>1,062,145.38</b>	<b>386,210.54</b>	<b>2,124,291.00</b>	<b>(675,935.08)</b>
<b>Expenditures</b>						
Arts Council	0.00	0.00	999.98	999.98	2,000.00	2,000.00
City Administration	27,115.35	215,674.55	191,174.94	(24,499.61)	382,350.00	166,675.45
Code Enforcement	2,748.30	36,979.44	40,643.94	3,664.50	81,288.00	44,308.56
Court	4,689.99	35,147.78	38,534.54	3,386.76	77,069.00	41,921.22
Fire Department	366,829.88	453,285.43	126,454.04	(326,831.39)	252,908.00	(200,377.43)
General (Not in other Departments)	0.00	0.00	0.00	0.00	0.00	0.00
Nutrition/Senior Center	4,298.23	37,330.37	34,860.31	(2,470.06)	69,720.67	32,390.30
Police Department	96,585.86	610,026.67	547,511.45	(65,006.84)	1,095,022.79	484,996.12
<b>Total Expenditures - General Fund</b>	<b>505,588.46</b>	<b>1,418,356.25</b>	<b>1,009,980.22</b>	<b>(408,376.03)</b>	<b>2,019,960.46</b>	<b>601,604.21</b>
<b>Net Operating Income - Gen Fund</b>	<b>54,249.18</b>	<b>29,999.67</b>	<b>52,165.16</b>	<b>(22,165.49)</b>	<b>104,330.54</b>	<b>(74,330.87)</b>

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE GENERAL FUND (NOT IN OTHER DEPARTMENTS)**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year					
		Current	Year to	YTD	YTD	Annual	Annual
Account Description		Month	Date	Budget	Variance	Budget	Variance
<b>Revenues</b>							
GEN4009	Real Estate Taxes-Current GF	82,063.34	130,503.52	67,500.00	63,003.52	135,000.00	(4,496.48)
GEN4010	Real Estate Taxes-Delinquent GF	2,048.74	6,402.83	17,499.98	(11,097.15)	35,000.00	(28,597.17)
GEN4011	Personal Prop Tax-Current GF	40,417.27	57,037.28	27,500.02	29,537.26	55,000.00	2,037.28
GEN4012	Personal Prop Tax-Delinq GF	802.52	3,577.40	15,000.00	(11,422.60)	30,000.00	(26,422.60)
GEN4013	Railroad/Utility Tax GF	0.00	0.00	7,500.00	(7,500.00)	15,000.00	(15,000.00)
GEN4014	Surtax (Merchant/Mfg Tax) GF	2,638.25	3,201.80	11,000.02	(7,798.22)	22,000.00	(18,798.20)
GEN4015	Sales Tax (Local) GF	58,649.64	334,753.15	335,000.02	(246.87)	670,000.00	(335,246.85)
GEN4016	Consolidated City Use Sales Tax	16,425.64	102,969.55	51,000.00	51,969.55	102,000.00	969.55
GEN4017	Capital Improvement Tax	14,661.96	83,684.70	81,500.02	2,184.68	163,000.00	(79,315.30)
GEN4019	Telephone Franchise GF	2,821.38	20,582.01	27,500.02	(6,918.01)	55,000.00	(34,417.99)
GEN4020	Natural Gas Franchise GF	2,096.11	10,811.09	22,500.00	(11,688.91)	45,000.00	(34,188.91)
GEN4021	BPW Franchise GF	30,043.59	173,899.88	137,499.98	36,399.90	275,000.00	(101,100.12)
GEN4022	Cable TV Franchise GF	0.00	10,785.15	9,999.98	785.17	20,000.00	(9,214.85)
GEN4023	City Auto Stickers GF	0.00	15.50	3,900.00	(3,884.50)	7,800.00	(7,784.50)
GEN4024	Merch/Mfg/Contrac License GF	325.00	14,390.00	22,500.00	(8,110.00)	45,000.00	(30,610.00)
GEN4050	Interest Income General Fund	8,788.30	52,395.66	5,499.98	46,895.68	11,000.00	41,395.66
GEN4051	Malden PHA-In Lieu of Taxes GF	0.00	0.00	1,749.98	(1,749.98)	3,500.00	(3,500.00)
GEN4061	CATV Pole Rental	0.00	0.00	7,915.50	(7,915.50)	15,831.00	(15,831.00)
GEN4064	Collection Fees	6.20	46.90	12.52	34.38	25.00	21.90
GEN4092	Filing Fees General Fund	175.00	182.50	62.48	120.02	125.00	57.50
GEN4094	ATV/Golf Cart Permit Fee	15.00	105.00	350.02	(245.02)	700.00	(595.00)
GEN4097	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00
GEN4099	Other Revenue General Fund	175.60	361.13	999.98	(638.85)	2,000.00	(1,638.87)
<b>Total Revenues</b>		<b>262,153.54</b>	<b>1,005,705.05</b>	<b>853,990.50</b>	<b>151,714.55</b>	<b>1,707,981.00</b>	<b>(702,275.95)</b>

**Operating Expenses**

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE GENERAL FUND (NOT IN OTHER DEPARTMENTS)**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year			Annual Budget	Annual Variance
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance		
GEN5510	From G/F exp to Street	0.00	0.00	0.00	0.00	0.00
GEN5520	From G/F exp to Cemetery	0.00	0.00	0.00	0.00	0.00
GEN4999	GEN4999-Other Exp GF	0.00	0.00	0.00	0.00	0.00
GEN5550	From G/F to Comm Center	0.00	0.00	0.00	0.00	0.00
Total Operating Expenses		0.00	0.00	0.00	0.00	0.00
Net Operating Income		262,153.54	1,005,705.05	853,990.50	151,714.55	(702,275.95)



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR CITY ADMINISTRATION**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

For the Six Months Ending December 31, 2023						
		Current Year				
Account Description		Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget
						Annual Variance
<b>Revenues</b>						
CH-4093	Special Income	0.00	883.75	0.00	883.75	0.00
CH-4094	COVID Funding-Federal	-87,769.00	-142,841.84	0.00	(142,841.84)	0.00
CH-4099	Other Income	0.00	1,763.43	0.00	1,763.43	0.00
CH-4300	Utilities Reimbursements	0.00	4,053.43	3,999.98	53.45	8,000.00
CH-4518	Attorney Fee Reimbursements	1,388.88	8,333.28	8,304.00	29.28	16,608.00
<b>Total Revenues</b>		<b>(86,380.12)</b>	<b>(127,807.95)</b>	<b>12,303.98</b>	<b>(140,111.93)</b>	<b>24,608.00</b>
<b>Operating Expenses</b>						
CH-4406	City Attorneys Expense	3,283.33	19,699.98	19,700.02	0.04	39,400.00
CH-4407	Professional Fees-City Hall/C	0.00	3,061.49	9,999.98	6,938.49	20,000.00
CH-4510	Salaries-City Hall/Clerk	12,936.06	84,174.30	84,754.50	580.20	169,509.00
CH-4511	Lagers-City Hall/Clerk	1,450.99	9,390.57	9,620.02	229.45	19,240.00
CH-4512	Employee Ins--CH/Clerk	(950.98)	5,433.45	12,899.48	7,466.03	25,799.00
CH-4513	Payroll Taxes-FICA	967.36	6,294.68	6,483.52	188.84	12,967.00
CH-4514	Unemployment Ins-CH-C	0.00	0.00	0.00	0.00	0.00
CH-4516	Nationwide Ret. - City Hall	697.30	4,532.46	0.00	(4,532.46)	0.00
CH-4615	MIRMA Ins CH-C	0.00	0.00	3,056.02	3,056.02	6,112.00
CH-4624	PublicOfficial/Emp Bond CH/C	0.00	0.00	450.00	450.00	900.00
CH-4736	Office Equip Maint City Hall/C	0.00	357.52	249.98	(107.54)	500.00
CH-4738	Building Maint CityHall	40.00	1,943.32	999.98	(943.34)	2,000.00
CH-4739	Equipment Maint City Hall	0.00	0.00	0.00	0.00	0.00
CH-4744	Postage City Hall/Clerk	30.79	85.69	750.00	664.31	1,500.00
CH-4745	General Supplies CH-C	1,502.55	4,193.68	2,499.98	(1,693.70)	5,000.00
CH-4747	Office Supplies-City Hall/Cler	590.86	2,248.85	1,500.00	(748.85)	3,000.00



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR CITY ADMINISTRATION**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year				
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
CH-4755 Tech Expenses-CH-Clerk	956.88	4,685.65	1,500.00	(3,185.65)	3,000.00	(1,685.65)
CH-4840 Solid Waste Coll Cleanup-CH-Clerk	0.00	0.00	0.00	0.00	0.00	0.00
CH-4855 Reassessment Costs	0.00	834.22	2,499.98	1,665.76	5,000.00	4,165.78
CH-4856 Election Costs City Hall/Clerk	0.00	0.00	1,850.02	1,850.02	3,700.00	3,700.00
CH-4857 Legal Notices Ads City Hall/C	0.00	177.50	249.98	72.48	500.00	322.50
CH-4858 Gasoline/Oil - City Hall	0.00	0.00	0.00	0.00	0.00	0.00
CH-4859 Electric/Water City Hall/Clerk	499.42	4,552.85	3,999.98	(552.87)	8,000.00	3,447.15
CH-4861 Natural Gas City Hall/Clerk	171.52	446.76	1,250.02	803.26	2,500.00	2,053.24
CH-4862 Telephone City Hall/Clerk	136.67	2,110.89	2,000.02	(110.87)	4,000.00	1,889.11
CH-4965 Physicals Employees-City Hall	0.00	0.00	0.00	0.00	0.00	0.00
CH-4966 Dues & Publications CH-Clerk	1,393.76	7,088.11	3,000.00	(4,088.11)	6,000.00	(1,088.11)
CH-4974 Travel/Lodging CH-Clerk	0.00	3,370.13	3,000.00	(370.13)	6,000.00	2,629.87
CH-4975 Meals City Hall/Clerk	0.00	181.78	399.98	218.20	800.00	618.22
CH-4976 Seminars/Training City Hall	449.96	449.96	2,499.98	2,050.02	5,000.00	4,550.04
CH-4986 Ground maintenance	0.00	0.00	150.00	150.00	300.00	300.00
CH-4994 Special Expenses - City Hall	0.00	0.00	0.00	0.00	0.00	0.00
CH-4995 Capital Expenditures City Hall	0.00	45,628.75	14,586.52	(31,042.23)	29,173.00	(16,455.75)
CH-4997 Codification	0.00	60.62	225.00	164.38	450.00	389.38
CH-4998 Collector's Expense	0.00	576.60	999.98	423.38	2,000.00	1,423.40
CH-4999 Other Expenditures-City Hall/C	2,958.88	4,094.74	0.00	(4,094.74)	0.00	(4,094.74)
<b>Total Operating Expenses</b>	<b>27,115.35</b>	<b>215,674.55</b>	<b>191,174.94</b>	<b>(24,499.61)</b>	<b>382,350.00</b>	<b>166,675.45</b>
<b>Net Operating Income</b>	<b>(113,495.47)</b>	<b>(343,482.50)</b>	<b>(178,870.96)</b>	<b>(164,611.54)</b>	<b>(357,742.00)</b>	<b>14,259.50</b>
<i>Storm Expenditures</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>

**CITY OF MALDEN**  
**STATEMENT OF REVENUES AND EXPENDITURES FOR THE ARTS COUNCIL**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

		Current Year					
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance	
<b>Revenues</b>							
ART4050 Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	
ART4098 Donations	300.00	300.00	0.00	300.00	0.00	300.00	
ART4310 City General Fund Donations	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total Revenues</b>	<b>300.00</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	
<b>Operating Expenses</b>							
ART4739 Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	
ART4743 Promotions	0.00	0.00	0.00	0.00	0.00	0.00	
ART4731 Photographs/Artwork/Etc-Arts	0.00	0.00	500.02	500.02	1,000.00	1,000.00	
ART4734 Landscaping	0.00	0.00	249.98	249.98	500.00	500.00	
ART4744 Postage	0.00	0.00	0.00	0.00	0.00	0.00	
ART4745 General Supplies	0.00	0.00	249.98	249.98	500.00	500.00	
ART4857 Legal Notice/Ads	0.00	0.00	0.00	0.00	0.00	0.00	
ART4966 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	
ART4990 Donations to Others	0.00	0.00	0.00	0.00	0.00	0.00	
ART4995 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	
ART4999 Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>999.98</b>	<b>999.98</b>	<b>2,000.00</b>	<b>2,000.00</b>	
<b>Net Operating Income</b>	<b>300.00</b>	<b>300.00</b>	<b>(999.98)</b>	<b>1,299.98</b>	<b>(2,000.00)</b>	<b>2,300.00</b>	
<b>ARTS COUNCIL FUNDS:</b>		<b>\$ 4,536.23</b>					

**CITY OF MALDEN**  
**STATEMENT OF REVENUES AND EXPENDITURES FOR THE CEMETERIES**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

December 31, 2019							
Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
CEM4050	Interest Income Cemetery	152.56	1,343.32	99.98	1,243.34	200.00	1,143.32
CEM4093	Special Income-Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
CEM4098	Donations - Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
CEM4099	Other Revenue Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
CEM4310	Appropriation from General Fund	0.00	0.00	0.00	0.00	0.00	0.00
CEM4290	Grave Sales Cemetery	0.00	5,400.00	5,000.02	399.98	10,000.00	(4,600.00)
CEM4291	Opening/Closing Cemetery	1,725.00	13,100.00	15,999.98	(2,899.98)	32,000.00	(18,900.00)
CEM4300	Utilities Reimbursements	0.00	157.50	189.98	(32.48)	380.00	(222.50)
<b>Total Revenues</b>		<b>1,877.56</b>	<b>20,000.82</b>	<b>21,289.96</b>	<b>(1,289.14)</b>	<b>42,580.00</b>	<b>(22,579.18)</b>
<b>Operating Expenses</b>							
CEM4510	Salaries-Cemetery	2,689.90	18,248.41	17,972.48	(275.93)	35,945.00	17,696.59
CEM4511	Lagers-Cemetery	344.32	2,335.83	2,300.48	(35.35)	4,601.00	2,265.17
CEM4512	Employee Ins--Cemetery	14.06	34.32	144.00	109.68	288.00	253.68
CEM4513	Payroll Taxes-FICA	198.28	1,347.27	1,374.98	27.71	2,750.00	1,402.73
CEM4615	MIRMA Ins Cemetery	0.00	0.00	329.48	329.48	659.00	659.00
CEM4739	Equip Maint Cemetery	0.00	953.41	750.00	(203.41)	1,500.00	546.59
CEM4740	Vehicle Maint Cemetery	1,674.31	1,949.88	500.02	(1,449.86)	1,000.00	(949.88)
CEM4745	General Supplies Cemetery	0.00	217.29	99.98	(117.31)	200.00	(17.29)
CEM4842	Chemicals - Cemetery	0.00	602.50	350.02	(252.48)	700.00	97.50
CEM4857	Legal Notices - Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
CEM4858	Gasoline/Oil Cemetery	195.94	2,599.35	1,749.98	(849.37)	3,500.00	900.65
CEM4859	Electric/Water Cemetery	31.50	189.00	189.98	0.98	380.00	191.00
CEM4862	Telephone	59.34	296.19	324.98	28.79	650.00	353.81
CEM4975	Meals Cemetery	0.00	0.00	0.00	0.00	0.00	0.00

**CITY OF MALDEN**  
**STATEMENT OF REVENUES AND EXPENDITURES FOR THE CEMETERIES**  
**MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023							
		Current Year					
	Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
CEM4976	Seminars/Training	28.13	28.13	0.00	(28.13)	0.00	(28.13)
CEM4995	Capital Expenditures Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
CEM4997	Codification Cemetery	0.00	60.63	125.02	64.39	250.00	189.37
CEM4999	Other Expenditures Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expenses		5,235.78	28,862.21	26,211.40	(2,650.81)	52,423.00	23,560.79
Net Operating Income		(3,358.22)	(8,861.39)	(4,921.44)	(3,939.95)	(9,843.00)	981.61

**CITY OF MALDEN**  
**STATEMENT OF REVENUES AND EXPENDITURES FOR CODE ENFORCEMENT**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

December 31, 2020						
Account Description	Current Month	Current Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
CEO4037 Pool Permit-CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4039 Solid Waste Management	1,485.00	9,000.00	9,249.98	(249.98)	18,500.00	(9,500.00)
CEO4040 Solid Waste Coll-Transfer Station	1,613.00	10,777.60	9,249.98	1,527.62	18,500.00	(7,722.40)
CEO4041 Electrical Permit-CEO	27.00	377.00	99.98	277.02	200.00	177.00
CEO4042 Plumbing Permit-CEO	0.00	25.00	99.98	(74.98)	200.00	(175.00)
CEO4043 Mechanical Permit-CEO	0.00	0.00	99.98	(99.98)	200.00	(200.00)
CEO4044 Roofing Permit-CEO	0.00	95.00	99.98	(4.98)	200.00	(105.00)
CEO4045 Building Permits CEO	25.00	1,159.00	2,000.02	(841.02)	4,000.00	(2,841.00)
CEO4046 Inspection Fees CEO	0.00	0.00	99.98	(99.98)	200.00	(200.00)
CEO4050 Interest Income	24.45	143.25	50.02	93.23	100.00	43.25
CEO4052 Fencing Permit-CEO	0.00	0.00	50.02	(50.02)	100.00	(100.00)
CEO4053 Signage Permit-CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4055 CEO Fines--CEO	0.00	0.00	600.00	(600.00)	1,200.00	(1,200.00)
CEO4058 Officers Training Rev CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4065 Reimb. Lot Cleanup CEO	0.00	3,130.00	0.00	3,130.00	0.00	3,130.00
CEO4066 Demolish Permit CEO	0.00	81.00	99.98	(18.98)	200.00	(119.00)
CEO4070 Allowance for Doubtful Accounts	0.00	0.00	0.00	0.00	0.00	0.00
CEO4099 Other Revenue -CEO	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>3,174.45</b>	<b>24,787.85</b>	<b>21,799.90</b>	<b>2,987.95</b>	<b>43,600.00</b>	<b>(18,812.15)</b>
<b>Operating Expenses</b>						
CEO4407 Professional Fees	7.00	69.00	99.98	30.98	200.00	131.00
CEO4410 Planning & Zoning Expenses	0.00	0.00	500.02	500.02	1,000.00	1,000.00
CEO4510 Salaries-CEO	553.80	4,048.03	4,137.98	89.95	8,276.00	4,227.97
CEO4511 Lagers-CEO	63.11	401.21	482.48	81.27	965.00	563.79

**CITY OF MALDEN**  
**STATEMENT OF REVENUES AND EXPENDITURES FOR CODE ENFORCEMENT**  
**MODIFIED CASH BASIS**

For the Six Months Ending December 31, 2023

Account Description	Current Year		YTD Budget	YTD Variance	Annual Budget	Annual Variance
	Current Month	Year to Date				
CEO4512 Employee Ins-CEO	1.59	1,120.45	1,341.52	221.07	2,683.00	1,562.55
CEO4513 Payroll Taxes-FICA	42.37	309.68	316.50	6.82	633.00	323.32
CEO4615 MIRMA Ins CEO	0.00	0.00	15.00	15.00	30.00	30.00
CEO4744 Postage CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4755 Tech Expenses- Ceo	0.00	0.00	0.00	0.00	0.00	0.00
CEO4840 Solid Waste Cleanup-CEO	420.00	12,246.85	9,249.98	(2,996.87)	18,500.00	6,253.15
CEO4841 Solid Waste Exp-Transfer Stn.	0.00	3,780.00	9,249.98	5,469.98	18,500.00	14,720.00
CEO4975 Meals CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4976 Seminars/Training CEO	0.00	0.00	0.00	0.00	0.00	0.00
CEO4986 Ground Maint-CEO	1,660.43	14,943.59	14,900.48	(43.11)	29,801.00	14,857.41
CEO4997 Codification-CEO	0.00	60.63	350.02	289.39	700.00	639.37
CEO4999 Other Expenditures CEO	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>2,748.30</b>	<b>36,979.44</b>	<b>40,643.94</b>	<b>3,664.50</b>	<b>81,288.00</b>	<b>44,308.56</b>
<b>Net Operating Income</b>	<b>426.15</b>	<b>(12,191.59)</b>	<b>(18,844.04)</b>	<b>6,652.45</b>	<b>(37,688.00)</b>	<b>25,496.41</b>



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE COMMUNITY CENTER**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Account Description	Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
COM4093 Special Income-Comm Center	0.00	49,890.00	0.00	49,890.00	0.00	49,890.00
COM4099 Other Revenue Comm Center	250.00	3,661.75	0.00	3,661.75	0.00	3,661.75
COM4200 Rental Revenue-Comm Center	0.00	1,215.00	2,499.98	(1,284.98)	5,000.00	(3,785.00)
COM4210 RSVP Rental Revenue-Comm Center	0.00	0.00	0.00	0.00	0.00	0.00
COM4225 Grant Income-Comm Center	0.00	317,895.25	0.00	317,895.25	0.00	317,895.25
COM4300 Utilities Reimbursements	0.00	7,426.03	11,499.98	(4,073.95)	23,000.00	(15,573.97)
COM4310 Appropriation from General Fund	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>250.00</b>	<b>380,088.03</b>	<b>13,999.96</b>	<b>366,088.07</b>	<b>28,000.00</b>	<b>352,088.03</b>
<b>Operating Expenses</b>						
COM4407 Professional Fees-Comm Ctr	0.00	0.00	0.00	0.00	0.00	0.00
COM4510 Salaries-Comm Center	0.00	3,435.00	8,190.00	4,755.00	16,380.00	12,945.00
COM4530 Payroll Taxes-Comm Center	0.00	262.79	626.48	363.69	1,253.00	990.21
COM4615 MIRMA Ins Comm Center	0.00	0.00	6,905.48	6,905.48	13,811.00	13,811.00
COM4738 Building Maint Comm Center	0.00	2,767.81	2,499.98	(267.83)	5,000.00	2,232.19
COM4739 Equip Maint Comm Center	0.00	0.00	0.00	0.00	0.00	0.00
COM4745 General Supplies Comm Center	0.00	1,065.43	2,000.02	934.59	4,000.00	2,934.57
COM4746 Janitorial Comm Center	0.00	0.00	0.00	0.00	0.00	0.00
COM4747 Office Supplies	0.00	0.00	269.99	269.99	0.00	0.00
COM4755 Tech Expense Community Center	0.00	0.00	399.98	399.98	800.00	800.00
COM4859 Electric/Water Comm Center	1,156.53	8,582.56	11,499.98	2,917.42	23,000.00	14,417.44
COM4862 Telephone Comm Center	0.00	426.48	450.00	23.52	900.00	473.52
COM4925 Comm Center Remodel Grant	0.00	317,895.25	0.00	(317,895.25)	0.00	(317,895.25)
COM4975 Meals-Comm Center	0.00	0.00	0.00	0.00	0.00	0.00
COM4976 Seminars/Training CommCenter	0.00	0.00	0.00	0.00	0.00	0.00
COM4986 Ground Maintenance	232.46	2,092.11	2,086.06	(6.05)	4,172.14	2,080.03
COM4995 Capital Expenditures-CommCenter	360.57	12,456.37	2,512.50	(9,943.87)	5,025.00	(7,431.37)
COM4996 Generator Expense	0.00	0.00	723.31	723.31	1,446.67	1,446.67
COM4994 Special Expense Comm Center	6,904.32	56,794.32	0.00	(56,794.32)	0.00	(56,794.32)

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE COMMUNITY CENTER**  
**MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

COM4999	Other Expenditures Comm Center	0.00	1,100.00	0.00	(1,100.00)	0.00	(1,100.00)
<b>Total Operating Expenses</b>		<b>8,653.88</b>	<b>406,878.12</b>	<b>38,163.78</b>	<b>(368,714.34)</b>	<b>75,787.81</b>	<b>(331,090.31)</b>
<b>Net Operating Income</b>		<b>(8,403.88)</b>	<b>(26,790.09)</b>	<b>(24,163.82)</b>	<b>(2,626.27)</b>	<b>(47,787.81)</b>	<b>20,997.72</b>



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE MUNICIPAL COURT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023						
		Current Year				
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
COU4027	Incarceration Fee - Court	0.00	45.00	0.00	45.00	0.00
COU4028	Employee Training RevenueCourt	0.00	0.00	0.00	0.00	0.00
COU4034	Warrant Fees-Court Rev	0.00	0.00	0.00	0.00	0.00
COU4040	City Crime Victim Fund Revenue	13.22	60.03	99.98	(39.95)	200.00
COU4056	Court Costs	428.72	3,052.61	2,000.02	1,052.59	4,000.00
COU4099	Other Revenue - Court	0.00	0.00	2,000.02	(2,000.02)	4,000.00
<b>Total Revenues</b>		<b>441.94</b>	<b>3,157.64</b>	<b>4,100.02</b>	<b>(942.38)</b>	<b>8,200.00</b>
<b>Operating Expenses</b>						
COU4407	Professional Services-Court	0.00	175.00	87.52	(87.48)	175.00
COU4510	Salaries-Court	3,900.25	24,922.25	25,233.00	310.75	50,466.00
COU4511	Lagers-Court	371.23	2,422.06	2,462.02	39.96	4,924.00
COU4512	Employee Ins-Court	(61.84)	4,175.23	5,366.48	1,191.25	10,733.00
COU4513	Payroll Taxes-FICA	290.04	1,852.42	1,930.50	78.08	3,861.00
COU4615	MIRMA Ins Court	0.00	0.00	90.00	90.00	180.00
COU4739	Equip Maint-Court	0.00	0.00	150.00	150.00	300.00
COU4744	Postage Court	0.00	0.00	375.00	375.00	750.00
COU4745	General Supplies Court	0.00	0.00	0.00	0.00	0.00
COU4747	Office Supplies-Court	0.00	623.57	549.98	(73.59)	1,100.00
COU4755	Tech Expenses-Court	55.96	335.76	350.02	14.26	700.00
COU4862	Telephone Court	81.22	447.32	500.02	52.70	1,000.00
COU4966	Dues/Publications Court	25.00	100.00	112.50	12.50	225.00
COU4974	Travel/Lodging Court	0.00	0.00	750.00	750.00	1,500.00
COU4975	Meals Court	0.00	5.41	37.50	32.09	75.00
COU4976	Seminars/Training Court	28.13	28.13	315.00	286.87	630.00
COU4994	Special Expense Court	0.00	0.00	0.00	0.00	0.00
COU4995	Capital Expenditures	0.00	0.00	0.00	0.00	0.00

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE MUNICIPAL COURT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year				
Account Description		Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget
COU4997	Codification Court	0.00	60.63	225.00	164.37	450.00
COU4999	Other Expenditures Court	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>		<b>4,689.99</b>	<b>35,147.78</b>	<b>38,534.54</b>	<b>3,386.76</b>	<b>77,069.00</b>
<b>Net Operating Income</b>		<b>(4,248.05)</b>	<b>(31,990.14)</b>	<b>(34,434.52)</b>	<b>2,444.38</b>	<b>(68,869.00)</b>

**DEPARTMENT OF ECONOMIC DEVELOPMENT**  
**INCOME STATEMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023							
Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
DED4050	Interest Income	99.75	588.55	99.98	488.57	200.00	388.55
DED4099	Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues		99.75	588.55	99.98	488.57	200.00	388.55
<b>Expenses</b>							
DED4966	Dues/Publications	0.00	0.00	125.02	125.02	250.00	250.00
DED4974	Travel & Lodging	0.00	0.00	500.02	500.02	1,000.00	1,000.00
DED4975	Meals DED	0.00	0.00	99.98	99.98	200.00	200.00
DED4976	Seminars/Training	0.00	0.00	500.02	500.02	1,000.00	1,000.00
DED5005	Special Projects	0.00	0.00	0.00	0.00	0.00	0.00
DED4997	Codification	0.00	0.00	0.00	0.00	0.00	0.00
DED4999	Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenses		0.00	0.00	1,225.04	1,225.04	2,450.00	2,450.00
Net Income		99.75	588.55	(1,125.06)	1,713.61	(2,250.00)	2,838.55

**REVENUES AND EXPENDITURES FOR EMERGENCY MANAGEMENT  
MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

December 31, 2025						
Account Description	Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
EMA4097 Grant Revenue - EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4300 Utilities Reimbursements	0.00	2,487.45	3,500.02	(1,012.57)	7,000.00	(4,512.55)
<b>Total Revenues</b>	<b>0.00</b>	<b>2,487.45</b>	<b>3,500.02</b>	<b>(1,012.57)</b>	<b>7,000.00</b>	<b>(4,512.55)</b>
<b>Operating Expenses</b>						
EMA4510 Salaries-EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4513 Payroll Taxes-FICA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4615 MIRMA Ins EMA	0.00	0.00	254.48	254.48	509.00	509.00
EMA4736 Office Equip Maint EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4737 Radios Exp EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4738 Building Maint EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4739 Equip Maint EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4740 Vehicle Maint EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4745 General Supplies EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4747 Office Supplies-EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4755 Tech Expenses-EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4848 Lcasc/Rental-EMA	0.00	0.00	600.00	600.00	1,200.00	1,200.00
EMA4858 Gasoline/Oil EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4859 Electric/Water EMA	473.61	2,961.06	3,500.02	538.96	7,000.00	4,038.94
EMA4861 Natural Gas	4.33	173.21	500.02	326.81	1,000.00	826.79
EMA4862 Telephone EMA	22.39	134.34	150.00	15.66	300.00	165.66
EMA4966 Dues & Publications	0.00	0.00	0.00	0.00	0.00	0.00
EMA4974 Travel/Lodging EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4975 Meals EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4976 Seminars/Training EMA	0.00	0.00	0.00	0.00	0.00	0.00

**REVENUES AND EXPENDITURES FOR EMERGENCY MANAGEMENT  
MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

		Current Year					
Account Description		Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
EMA4994	Special Expenditures-EMA	0.00	0.00	0.00	0.00	0.00	0.00
EMA4997	Codification-EMA	0.00	60.63	225.00	164.37	450.00	389.37
EMA4999	Other Expenditures EMA	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>		<b>500.33</b>	<b>3,329.24</b>	<b>5,229.52</b>	<b>1,900.28</b>	<b>10,459.00</b>	<b>7,129.76</b>
<b>Net Operating Income</b>		<b>(500.33)</b>	<b>(841.79)</b>	<b>(1,729.50)</b>	<b>887.71</b>	<b>(3,459.00)</b>	<b>2,617.21</b>

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE FIRE DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023							
Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
FIR4017	Fire Dept Tax	14,003.14	78,862.41	75,000.00	3,862.41	150,000.00	(71,137.59)
FIR4054	Fire Calls-Fire	500.00	6,100.00	5,000.02	1,099.98	10,000.00	(3,900.00)
FIR4093	Special Income-Fire	87,769.00	87,769.00	0.00	87,769.00	0.00	87,769.00
FIR4095	Lease Income-Fire	250.00	1,750.00	1,500.00	250.00	3,000.00	(1,250.00)
FIR4096	Fire Security & Safety	0.00	0.00	1,500.00	(1,500.00)	3,000.00	(3,000.00)
FIR4097	Grant Fund-Fire	267,342.00	267,342.00	0.00	267,342.00	0.00	267,342.00
FIR4098	Donations Fire	0.00	50.00	249.98	(199.98)	500.00	(450.00)
FIR4099	Other Revenue FIRE	0.00	5.00	0.00	5.00	0.00	5.00
FIR4300	Utilities Reimbursements	0.00	2,262.76	5,000.02	(2,737.26)	10,000.00	(7,737.24)
<b>Total Revenues</b>		<b>369,864.14</b>	<b>444,141.17</b>	<b>88,250.02</b>	<b>355,891.15</b>	<b>176,500.00</b>	<b>267,641.17</b>
<b>Operating Expenses</b>							
FIR4510	Salaries-Fire	5,534.90	57,822.75	79,632.52	21,809.77	159,265.00	101,442.25
FIR4511	Lagers-Fire	68.50	590.00	617.48	27.48	1,235.00	645.00
FIR4512	Employee Ins-Fire	-28.26	9,318.82	16,099.50	6,780.68	32,199.00	22,880.18
FIR4513	Payroll Taxes-FICA	496.12	4,696.93	6,092.02	1,395.09	12,184.00	7,487.07
FIR4516	Volunteer Salaries-Fire	985.00	3,800.00	7,625.02	3,825.02	15,250.00	11,450.00
FIR4615	MIRMA Ins Fire	0.00	0.00	5,168.02	5,168.02	10,336.00	10,336.00
FIR4621	Volunteer Ins-Fire	2,320.00	2,320.00	1,444.50	(875.50)	2,889.00	569.00
FIR4631	Uniform Allowance Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4737	Radios Exp Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4738	Building Maint Fire	80.00	160.00	0.00	(160.00)	0.00	(160.00)
FIR4739	Equip Maint Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4740	Vehicle Maint Fire	0.00	1,649.70	0.00	(1,649.70)	0.00	(1,649.70)

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE FIRE DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Account Description	Current Year				Annual Budget	Annual Variance
	Current Month	Year to Date	YTD Budget	YTD Variance		
FIR4744 Postage Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4745 General Supplies Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4746 Janitorial Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4747 Office Supplies-Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4755 Tech Expenses-Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4848 Lease/Rental Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4858 Gasoline/Oil Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4859 Electric/Water Fire	429.09	2,691.85	5,000.02	2,308.17	10,000.00	7,308.15
FIR4861 Natural Gas Fire	67.56	432.19	549.98	117.79	1,100.00	667.81
FIR4862 Telephone Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4965 Physicals Employees Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4966 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00
FIR4970 Grant expenditures - fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4974 Travel/Lodging Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4975 Meals Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4976 Seminars/Training Fire	421.88	1,135.43	0.00	(1,135.43)	0.00	(1,135.43)
FIR4993 Volunteer Fire Gear Fire	0.00	12,152.05	3,999.98	(8,152.07)	8,000.00	(4,152.05)
FIR4994 Fire Chemicals Fire	0.00	0.00	0.00	0.00	0.00	0.00
FIR4995 Capital Expenditures Fire	356,455.09	356,455.09	0.00	(356,455.09)	0.00	(356,455.09)
FIR4997 Codification Fire	0.00	60.62	225.00	164.38	450.00	389.38
FIR4999 Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>366,829.88</b>	<b>453,285.43</b>	<b>126,454.04</b>	<b>(326,831.39)</b>	<b>252,908.00</b>	<b>(200,377.43)</b>
<b>Net Operating Income</b>	<b>3,034.26</b>	<b>(9,144.26)</b>	<b>(38,204.02)</b>	<b>29,059.76</b>	<b>(76,408.00)</b>	<b>67,263.74</b>



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE GROUND MAINTENANCE DEPT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Current Year						
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
GRM4065 Reimbursements-Lot Cleanup	3,320.85	29,912.01	29,801.02	110.99	59,602.00	(29,689.99)
<b>Total Revenues</b>	<b>3,320.85</b>	<b>29,912.01</b>	<b>29,801.02</b>	<b>110.99</b>	<b>59,602.00</b>	<b>(29,689.99)</b>
<b>Operating Expenses</b>						
GRM4510 Salaries-Ground Maint	2,520.00	16,434.52	16,380.00	(54.52)	32,760.00	16,325.48
GRM4511 Lagers-Ground Maint	322.56	2,103.62	2,096.48	(7.14)	4,193.00	2,089.38
GRM4512 Employee Insurance	(53.98)	4,295.61	5,366.48	1,070.87	10,733.00	6,437.39
GRM4513 Payroll Taxes-FICA	188.16	1,227.21	1,253.02	25.81	2,506.00	1,278.79
GRM4514 Unemployment Insurance Benefit	0.00	0.00	0.00	0.00	0.00	0.00
GRM4615 Insurance Expense	0.00	0.00	105.00	105.00	210.00	210.00
GRM4631 Uniforms	137.08	346.81	200.02	(146.79)	400.00	53.19
GRM4739 Equipment Maintenance	0.00	2,549.23	999.98	(1,549.25)	2,000.00	(549.23)
GRM4740 Vehicle Maintenance	0.00	352.25	500.02	147.77	1,000.00	647.75
GRM4745 General Supplies- ground maint	0.00	149.99	150.00	0.01	300.00	150.01
GRM4746 Janitorial expense ground main	0.00	0.00	0.00	0.00	0.00	0.00
GRM4842 Chemicals Ground maintenance	0.00	965.00	500.02	(464.98)	1,000.00	35.00
GRM4858 Gasoline/Oil	135.56	1,243.39	2,000.02	756.63	4,000.00	2,756.61
GRM4862 Telephone Expense	43.34	216.25	249.98	33.73	500.00	283.75
GRM4963 Medical Workers Comp	0.00	0.00	0.00	0.00	0.00	0.00
GRM4966 Dues & Publications	0.00	0.00	0.00	0.00	0.00	0.00
GRM4976 Seminars and Training	28.13	28.13	0.00	(28.13)	0.00	(28.13)
GRM4999 Other Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>3,320.85</b>	<b>29,912.01</b>	<b>29,801.02</b>	<b>(110.99)</b>	<b>59,602.00</b>	<b>29,689.99</b>
<b>Net Operating Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(0.00)</b>	<b>0.00</b>	<b>0.00</b>



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE NUTRITION CENTER**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023						
Account Description	Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
SEN4099 Other Income	0.00	0.00	0.00	0.00	0.00	0.00
SEN4300 Utilities Reimbursements	0.00	5,830.59	7,500.00	(1,669.41)	15,000.00	(9,169.41)
<b>Total Revenues</b>	<b>0.00</b>	<b>5,830.59</b>	<b>7,500.00</b>	<b>(1,669.41)</b>	<b>15,000.00</b>	<b>(9,169.41)</b>
<b>Operating Expenses</b>						
SEN4615 MIRMA Ins Senior Center	0.00	0.00	3,250.50	3,250.50	6,501.00	6,501.00
SEN4618 Liability Insurance-CIC	0.00	0.00	756.52	756.52	1,513.00	1,513.00
SEN4738 Building Maint - CIC	40.00	10,097.53	1,500.00	(8,597.53)	3,000.00	(7,097.53)
SEN4739 Equipment Maintenance	0.00	0.00	999.98	999.98	2,000.00	2,000.00
SEN4745 General Supplies SeniorCenter	0.00	0.00	0.00	0.00	0.00	0.00
SEN4850 Capital Pay/Lease/Purchase-CIC	3,105.00	18,630.00	18,630.00	0.00	37,260.00	18,630.00
SEN4859 Electric/Water Senior Center	851.19	6,681.78	7,500.00	818.22	15,000.00	8,318.22
SEN4861 Natural Gas Senior Center	302.04	1,921.06	1,500.00	(421.06)	3,000.00	1,078.94
SEN4996 Generator Expense-CIC	0.00	0.00	723.31	723.31	1,446.67	1,446.67
SEN4995 Capitol Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
SEN4999 Other Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>4,298.23</b>	<b>37,330.37</b>	<b>34,860.31</b>	<b>(2,470.06)</b>	<b>69,720.67</b>	<b>32,390.30</b>
<b>Net Operating Income</b>	<b>(4,298.23)</b>	<b>(31,499.78)</b>	<b>(27,360.31)</b>	<b>(4,139.47)</b>	<b>(54,720.67)</b>	<b>23,220.89</b>

**CITY OF MALDEN**  
**INCOME STATEMENT FOR THE PARKS DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Current Year Ending December 31, 2023						
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
PAR4016 Local Park Tax Revenue	14,003.14	78,862.43	75,000.00	3,862.43	150,000.00	(71,137.57)
PAR4050 Interest Income Park	15.65	292.31	0.00	292.31	0.00	292.31
PAR4071 Soccer Program Park	0.00	0.00	0.00	0.00	0.00	0.00
PAR4072 Softball Income - Park	0.00	0.00	0.00	0.00	0.00	0.00
PAR4073 Tackle Football Income	0.00	0.00	0.00	0.00	0.00	0.00
PAR4074 Flag Football Income	0.00	0.00	0.00	0.00	0.00	0.00
PAR4093 Special Income-Park	0.00	0.00	0.00	0.00	0.00	0.00
PAR4097 Grant Income-Park	0.00	0.00	0.00	0.00	0.00	0.00
PAR4099 Other Revenue Park	0.00	600.00	999.98	(399.98)	2,000.00	(1,400.00)
PAR4200 Rent- Clubhouse/Scout Hut	475.00	2,325.00	2,100.00	225.00	4,200.00	(1,875.00)
PAR4245 RV PARK RENT	310.00	10,520.00	9,000.00	1,520.00	18,000.00	(7,480.00)
PAR4255 Cart Shed Rent	0.00	0.00	0.00	0.00	0.00	0.00
PAR4300 Utilities Reimbursements	0.00	11,732.52	9,500.02	2,232.50	19,000.00	(7,267.48)
<b>Total Revenues</b>	<b>14,803.79</b>	<b>104,332.26</b>	<b>96,600.00</b>	<b>7,732.26</b>	<b>193,200.00</b>	<b>(88,867.74)</b>
<b>Operating Expenses</b>						
PAR4407 Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00
PAR4510 Salaries-Park	2,980.40	19,791.90	21,036.00	1,244.10	42,072.00	22,280.10
PAR4511 Lagers-Park	306.88	2,020.89	2,692.50	671.61	5,385.00	3,364.11
PAR4512 Employee Ins-Park	(33.71)	413.62	5,634.98	5,221.36	11,270.00	10,856.38
PAR4513 Payroll Taxes-FICA	225.96	1,500.80	1,609.50	108.70	3,219.00	1,718.20
PAR4615 MIRMA Ins Park	0.00	0.00	2,756.02	2,756.02	5,512.00	5,512.00
PAR4732 Basket Ball Court Repairs-Park	0.00	0.00	999.98	999.98	2,000.00	2,000.00
PAR4738 Building Maint Park	0.00	0.00	500.02	500.02	1,000.00	1,000.00
PAR4739 Equip Maint Park	0.00	1,386.31	249.98	(1,136.33)	500.00	(886.31)

**CITY OF MALDEN**  
**INCOME STATEMENT FOR THE PARKS DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

	Account Description	Current Year			Annual Budget	Annual Variance
		Current Month	Year to Date	YTD Budget		
PAR4740	Vehicle Maint Park	26.84	85.65	99.98	14.33	200.00
PAR4743	Advertising/Promo-Parks	0.00	0.00	125.02	125.02	250.00
PAR4745	General Supplies Park	80.00	3,790.69	1,299.98	(2,490.71)	2,600.00
PAR4746	Janitorial Park	0.00	300.00	500.02	200.02	1,000.00
PAR4839	Archery Range	0.00	0.00	150.00	150.00	300.00
PAR4840	Football Expense-Flag	0.00	0.00	0.00	0.00	0.00
PAR4841	Football Expense-Tackle	0.00	0.00	0.00	0.00	0.00
PAR4842	Chemicals/Seed - Park	0.00	1,200.00	650.02	(549.98)	1,300.00
PAR4843	Tee-Ball & Pee Wee League	0.00	0.00	0.00	0.00	0.00
PAR4844	Little League Program-Park	0.00	0.00	0.00	0.00	0.00
PAR4848	Land Rent	0.00	0.00	849.98	849.98	1,700.00
PAR4849	Lease Rental Park	0.00	0.00	0.00	0.00	0.00
PAR4854	Maint-Recreation Equip Park	0.00	0.00	999.98	999.98	2,000.00
PAR4857	Legal Notices Ads Park	0.00	0.00	99.98	99.98	200.00
PAR4858	Gasoline/Oil Park	0.00	1,061.44	1,500.00	438.56	3,000.00
PAR4859	Electric/Water Park	1,714.24	13,446.76	9,500.02	(3,946.74)	19,000.00
PAR4861	Natural Gas Parks	115.26	285.19	399.98	114.79	800.00
PAR4863	Sanitation - Park	0.00	2,867.02	1,749.98	(1,117.04)	3,500.00
PAR4870	Boothel Youth Museum	7,000.47	39,430.12	37,500.00	(1,930.12)	75,000.00
PAR4925	Splashpad Expense-Frisco Park	0.00	36,310.12	0.00	(36,310.12)	0.00
PAR4969	Softball/Baseball Field Maint-Park	0.00	0.00	249.98	249.98	500.00
PAR4970	Grant Expense Account-Park	49,502.00	49,502.00	0.00	(49,502.00)	0.00
PAR4976	Seminars/Training	0.00	0.00	0.00	0.00	0.00
PAR4986	Ground Maint-Parks	232.46	2,092.11	2,086.06	(6.05)	4,172.14
PAR4987	Soccer Field Maint-Park	0.00	0.00	249.98	249.98	500.00
PAR4988	Basket Ball Program	0.00	0.00	0.00	0.00	0.00
PAR4995	Capital Expenditures Park	0.00	33,769.69	15,000.00	(18,769.69)	30,000.00
PAR4997	Codification - Parks	0.00	0.00	225.00	225.00	450.00
PAR4999	Other Expenditures Park	0.00	7,012.98	1,500.00	(5,512.98)	3,000.00

**CITY OF MALDEN**  
**INCOME STATEMENT FOR THE PARKS DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Account Description	Current Year		YTD Budget	YTD Variance	Annual Budget	Annual Variance
	Current Month	Year to Date				
Total Operating Expenses	62,150.80	216,267.29	110,214.94	(106,052.35)	220,430.14	4,162.85
Net Operating Income	(47,347.01)	(111,935.03)	(13,614.94)	(98,320.09)	(27,230.14)	(84,704.89)

PARK FUND ACCOUNT: \$ -

\$30,000 Capital Expenditure for Repayment of Splashpad

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE POLICE DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the 12 Months Ending December 31, 2023							
Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
HUM4049	Animal Registration	0.00	36.00	24.98	11.02	50.00	(14.00)
HUM4055	Humane Fines	0.00	0.00	99.98	(99.98)	0.00	0.00
HUM4058	Officer Training Rev-Humane	0.00	0.00	0.00	0.00	0.00	0.00
HUM4059	Animal Adoption-Humane	0.00	253.00	0.00	253.00	0.00	253.00
HUM4060	Animal Surrender Fees-Humane	0.00	0.00	0.00	0.00	0.00	0.00
HUM4098	Donations - Humane	0.00	0.00	0.00	0.00	0.00	0.00
HUM4300	Utility Reimbursement-Humane	0.00	877.89	1,250.02	(372.13)	2,700.00	(1,822.11)
POL4027	Incarceration Fee - Police	0.00	0.00	0.00	0.00	0.00	0.00
POL4038	Police Reports	10.00	85.00	125.02	(40.02)	250.00	(165.00)
POL4050	Interest Income Police	88.34	491.96	99.98	391.98	200.00	291.96
POL4055	Police Fines--Police	4,508.50	15,730.10	30,000.00	(14,269.90)	60,000.00	(44,269.90)
POL4058	Officers Training Rev Police	296.00	1,965.00	549.98	1,415.02	1,100.00	865.00
POL4090	Shop With Hero-Police	950.00	9,229.60	0.00	9,229.60	0.00	9,229.60
POL4093	Special Income-Police	0.00	4,299.09	0.00	4,299.09	0.00	4,299.09
POL4094	ATV/Golf Cart Inspection Fee	10.00	70.00	249.98	(179.98)	500.00	(430.00)
POL4096	Airport Security and Safety	0.00	0.00	2,499.98	(2,499.98)	5,000.00	(5,000.00)
POL4097	Grant Revenue Police	0.00	8,249.38	0.00	8,249.38	0.00	8,249.38
POL4098	Donations - Police	1,100.00	3,320.00	3,000.00	320.00	6,000.00	(2,680.00)
POL4099	Other Revenue Police	0.00	0.00	500.02	(500.02)	1,000.00	(1,000.00)
POL4300	Utilities Reimbursements-Police	0.00	5,622.54	6,000.00	(377.46)	12,000.00	(6,377.46)
POL4325	Sale of Assets	0.00	12,100.00	0.00	12,100.00	0.00	12,100.00
<b>Total Revenues</b>		<b>6,962.84</b>	<b>62,329.56</b>	<b>44,399.94</b>	<b>17,929.62</b>	<b>88,800.00</b>	<b>(26,470.44)</b>
<b>Operating Expenses</b>							
POL4407	Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00
POL4510	Salaries-Police	57,076.07	346,096.42	313,845.52	(32,250.90)	627,691.00	281,594.58



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE POLICE DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year				Annual Budget	Annual Variance
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance			
POL4511	Lagers-Police	1,509.90	10,116.25	10,393.50	277.25	20,787.00	10,670.75
POL4512	Employee Ins-Police	13.01	57,814.02	80,498.48	22,684.46	160,997.00	103,182.98
POL4513	Payroll Taxes-FICA	4,359.30	26,430.73	24,009.00	(2,421.73)	48,018.00	21,587.27
POL4615	MIRMA Ins Police	0.00	0.00	5,901.98	5,901.98	11,804.00	11,804.00
POL4625	Bldg/Equip Ins-CIC	0.00	0.00	999.98	999.98	2,000.00	2,000.00
POL4631	Uniform Allowance Police	0.00	11,811.08	1,250.02	(10,561.06)	2,500.00	(9,311.08)
POL4736	Office Equip Maint Police	0.00	259.96	399.98	140.02	800.00	540.04
POL4737	Radios Exp Police	0.00	8,164.14	2,000.02	(6,164.12)	4,000.00	(4,164.14)
POL4738	Building Maint Police- \$1,000 CIC	40.00	1,766.34	2,499.98	733.64	5,000.00	3,233.66
POL4739	Equip Maint Police	20,796.92	33,107.32	5,000.02	(28,107.30)	10,000.00	(23,107.32)
POL4740	Vehicle Maint Police	540.21	15,048.35	11,000.02	(4,048.33)	22,000.00	6,951.65
POL4744	Postage Police	0.00	188.98	399.98	211.00	800.00	611.02
POL4745	General Supplies Police	1,125.29	3,727.52	2,000.02	(1,727.50)	4,000.00	272.48
POL4747	Office Supplies-Police	0.00	0.00	0.00	0.00	0.00	0.00
POL4755	Tech Expenses-Police	242.25	1,625.87	3,500.02	1,874.15	7,000.00	5,374.13
POL4850	Capital Lease Expense-CIC*	4,359.00	42,931.66	36,182.10	(6,749.56)	72,364.20	29,432.54
POL4857	Legal Notices Ads Police	0.00	329.50	150.00	(179.50)	300.00	(29.50)
POL4858	Gasoline/Oil Police	2,470.88	19,258.37	22,500.00	750.01	45,000.00	25,741.63
POL4859	Electric/Water Police	674.84	6,297.38	5,499.98	(797.40)	11,000.00	4,702.62
POL4862	Telephone Police	75.47	5,181.81	5,000.02	(181.79)	10,000.00	4,818.19
POL4965	Physicals Employees Police	166.00	498.00	500.02	2.02	1,000.00	502.00
POL4966	Dues/Publications Police	0.00	0.00	0.00	0.00	0.00	0.00
POL4968	MULES Police	0.00	450.00	1,200.00	750.00	2,400.00	1,950.00
POL4970	Grant Expenditures - Police	0.00	0.00	0.00	0.00	0.00	0.00
POL4974	Travel/Lodging Police	287.87	287.87	474.98	187.11	950.00	662.13
POL4975	Meals Police Officers	50.84	149.19	500.02	350.83	1,000.00	850.81
POL4976	Seminars/Training Police	803.38	1,107.39	1,625.02	517.63	3,250.00	2,142.61
POL4980	Prisoner Meals Police	0.00	178.16	249.98	71.82	500.00	321.84
POL4990	Shop With A Hero-Police	301.16	7,427.96	0.00	(7,427.96)	0.00	(7,427.96)
POL4991	Semo Crime Lab Police	0.00	0.00	500.02	500.02	1,000.00	1,000.00

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE POLICE DEPARTMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year					
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance	
HUM4510 Humane Wages	1,155.10	7,394.87	6,659.24	(735.63)	13,318.46	5,923.59	
HUM4513 Payroll Taxes-Humane	88.37	565.71	473.24	(92.47)	946.46	380.75	
HUM4859 Electric/Water Humane	171.87	1,049.76	1,100.02	50.26	2,200.00	1,150.24	
HUM4976 Seminars/Training Humane	28.13	28.13	0.00	(28.13)	0.00	(28.13)	
HUM4999 Other Expenditures-Humane	0.00	375.33	249.98	(125.35)	500.00	124.67	
POL4995 Capital Expenditures Police-CIC	0.00	0.00	0.00	0.00	0.00	0.00	
POL4997 Codification Police	0.00	60.62	225.00	164.38	450.00	389.38	
POL4996 Generator Expense-CIC	0.00	0.00	723.31	723.31	1,446.67	1,446.67	
POL4999 Other Expenditures Police	250.00	297.98	0.00	(297.98)	0.00	(297.98)	
<b>Total Operating Expenses</b>	<b>96,585.86</b>	<b>610,026.67</b>	<b>547,511.45</b>	<b>(65,006.84)</b>	<b>1,095,022.79</b>	<b>484,996.12</b>	
<b>Net Operating Income</b>	<b>(89,623.02)</b>	<b>(547,697.11)</b>	<b>(503,111.51)</b>	<b>(47,077.22)</b>	<b>(1,006,222.79)</b>	<b>458,525.68</b>	

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE STREET DEPT (NET CAPITAL ITEMS)**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Current Year						
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>						
STR4093 Special Income-Street	0.00	0.00	0.00	0.00	0.00	0.00
STR4099 Other Income	35.92	35.92	0.00	35.92	0.00	35.92
STR4270 State Gas Tax Street	11,918.13	69,840.46	57,500.02	12,340.44	115,000.00	(45,159.54)
STR4271 Motor Vehicle Sales Tax Street	2,670.31	21,092.79	19,149.98	1,942.81	38,300.00	(17,207.21)
STR4272 Motor Veh Fee Increase Street	1,145.27	7,758.30	9,300.00	(1,541.70)	18,600.00	(10,841.70)
STR4300 Utilities Reimbursements	0.00	24,361.19	30,999.98	(6,638.79)	62,000.00	(37,638.81)
STR4340 To Street income from G/F	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>15,769.63</b>	<b>123,088.66</b>	<b>116,949.98</b>	<b>6,138.68</b>	<b>233,900.00</b>	<b>(110,811.34)</b>
<b>Operating Expenses</b>						
STR4407 Professional fees	0.00	0.00	0.00	0.00	0.00	0.00
STR4510 Salaries-Street	7,349.40	48,305.16	51,124.50	2,819.34	102,249.00	53,943.84
STR4511 Lagers-Street	766.60	5,049.79	6,543.98	1,494.19	13,088.00	8,038.21
STR4512 Employee Ins-Street	-112.19	9,762.36	12,638.48	2,876.12	25,277.00	15,514.64
STR4513 Payroll Taxes-FICA	555.88	3,654.09	3,911.02	256.93	7,822.00	4,167.91
STR4615 MIRMA Ins Street	0.00	2.00	2,202.00	2,200.00	4,404.00	4,402.00
STR4631 Uniform Allowance Street	11.73	855.64	500.02	(355.62)	1,000.00	144.36
STR4736 Office Equip Maint Street	0.00	0.00	0.00	0.00	0.00	0.00
STR4738 Building Maint Street	0.00	27,741.00	375.00	(27,366.00)	750.00	(26,991.00)
STR4739 Equip Maint Street	189.52	5,159.23	3,999.98	(1,159.25)	8,000.00	2,840.77
STR4740 Vehicle Maint Street	0.00	920.56	2,000.02	1,079.46	4,000.00	3,079.44
STR4745 General Supplies Street	0.00	2,188.86	1,500.00	(688.86)	3,000.00	811.14
STR4746 Janitorial Street	0.00	0.00	0.00	0.00	0.00	0.00
STR4747 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00



**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE STREET DEPT (NET CAPITAL ITEMS)**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

For the Six Months Ending December 31, 2023							
		Current Year					
	Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
STR4755	Tech Expenses-Street	0.00	0.00	249.98	249.98	500.00	500.00
STR4842	Chemicals-Street	0.00	340.12	200.02	(140.10)	400.00	59.88
STR4857	Legal Notices Ads Street	0.00	0.00	0.00	0.00	0.00	0.00
STR4858	Gasoline/Oil Street	716.26	5,635.32	5,000.02	(635.30)	10,000.00	4,364.68
STR4859	Electric/Water Street	5,420.13	29,781.32	30,999.98	1,218.66	62,000.00	32,218.68
STR4861	Natural Gas Street	0.00	229.40	650.02	420.62	1,300.00	1,070.60
STR4862	Telephone Street	86.68	432.50	750.00	317.50	1,500.00	1,067.50
STR4975	Meals - Street	0.00	0.00	0.00	0.00	0.00	0.00
STR4976	Seminars/Training Street	84.38	84.38	50.02	(34.36)	100.00	15.62
STR4982	Street Materials-Street	0.00	16,204.41	5,000.02	(11,204.39)	10,000.00	(6,204.41)
STR4986	Ground Maintenance	298.88	2,689.85	2,682.06	(7.79)	5,364.18	2,674.33
STR4997	Codification-Street	0.00	60.62	225.00	164.38	450.00	389.38
STR4999	Other Expenditures Street	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expenses		15,367.27	159,096.61	130,602.12	(28,494.49)	261,204.18	102,107.57
Net Operating Income		402.36	(36,007.95)	(13,652.14)	(22,355.81)	(27,304.18)	(8,703.77)

**CITY OF MALDEN**  
**REVENUES AND EXPENDITURES FOR THE STREET DEPT CAPITAL ITEMS**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

		Current Year				
Account Description	Current Month	Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b><u>Revenues</u></b>						
STR4050 Investment Income	1,617.52	9,157.32	0.00	9,157.32	0.00	9,157.32
STR4275 Street Capital Tax	29,256.77	166,957.04	159,999.98	6,957.06	320,000.00	(153,042.96)
STR4097 Grant Revenue-Street	(35.92)	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>30,838.37</b>	<b>176,114.36</b>	<b>159,999.98</b>	<b>16,114.38</b>	<b>320,000.00</b>	<b>(143,885.64)</b>
<b><u>Operating Expenses</u></b>						
STR4850 Capital Lease Payments	21,112.77	126,676.62	126,678.00	1.38	253,356.00	126,679.38
STR4995 Street Tax Capital Expenditures	0.00	0.00	33,321.98	33,321.98	66,644.00	66,644.00
STR4998 Street Grant Expense	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>21,112.77</b>	<b>126,676.62</b>	<b>159,999.98</b>	<b>33,323.36</b>	<b>320,000.00</b>	<b>193,323.38</b>
<b>Net Operating Income</b>	<b>9,725.60</b>	<b>49,437.74</b>	<b>0.00</b>	<b>49,437.74</b>	<b>0.00</b>	<b>49,437.74</b>

**MALDEN CAPITAL IMPROVEMENT CORPORATION**  
**INCOME STATEMENT**  
**MODIFIED CASH BASIS**

**For the Six Months Ending December 31, 2023**

For the 12 Months Ending December 31, 2023							
Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
MCI4050	Interest Income	9.74	\$ 43.05	50.02	(6.97)	100.00	(56.95)
MCI4200	Lease Income	7,264.00	43,584.00	43,584.00	0.00	87,168.00	(43,584.00)
Total Revenues		7,273.74	43,627.05	43,634.02	(6.97)	87,268.00	(43,640.95)
<b>Expenses</b>							
MCI4615	Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00
MCI4738	Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
MCI4851	Depreciation Expense	0.00	0.00	12,549.98	12,549.98	25,100.00	25,100.00
MCI4852	Interest Expense	1,411.49	7,184.21	12,750.00	5,565.79	25,500.00	18,315.79
MCI4996	Generator Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenses		1,411.49	7,184.21	25,299.98	(18,115.77)	50,600.00	43,415.79
Net Income		\$ 5,862.25	\$ 36,442.84	\$ 18,334.04	\$ 18,108.80	\$ 36,668.00	(\$ 87,056.74)

**MALDEN NUTRITION CENTER, INC.**  
**INCOME STATEMENT**  
**MODIFIED CASH BASIS**  
**For the Six Months Ending December 31, 2023**

Account Description		Current Month	Current Year Year to Date	YTD Budget	YTD Variance	Annual Budget	Annual Variance
<b>Revenues</b>							
NUT4200	Rent/Lease Income	\$0.00	\$0.00	0.00	0.00	0.00	0.00
NUT4050	Interest Income	0.03	0.15	0.00	0.15	0.00	0.15
Total Revenues		0.03	0.15	0.00	0.15	0.00	0.15
<b>Expenses</b>							
NUT4615	Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00
NUT4738	Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
NUT4851	Depreciation	2,107.17	12,643.02	15,050.02	2,407.00	30,100.00	17,456.98
NUT4852	Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
NUT4996	Generator Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenses		2,107.17	12,643.02	15,050.02	2,407.00	30,100.00	17,456.98
Net Income		(2,107.14)	(12,642.87)	(15,050.02) \$	2,407.15 (\$	30,100.00) \$	17,457.13

## CITY OF MALDEN

1/16/2024 9:52 AM

Register: GEN1010 · Cash--General Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/01/2023		CITY COLLECTOR	-split-			2,384.93	816,733.99
12/01/2023		CITY COLLECTOR	-split-			110.11	816,844.10
12/01/2023	PR 12/01...		GEN1013 · Payroll Ac...	JUDGE/EMA/...	3,875.44		812,968.66
12/01/2023	10/31/2023	MASTERCARD	GEN2001 · Accts Paya...	PD GEN FUND	559.26		812,409.40
12/04/2023		CITY COLLECTOR	-split-			291.26	812,700.66
12/04/2023		CITY COLLECTOR	-split-			8,815.19	821,515.85
12/04/2023		MALDEN COURT	-split-			4,131.37	825,647.22
12/04/2023	PR 12/03...		GEN1013 · Payroll Ac...	PAYROLL TR...	46,926.17		778,721.05
12/05/2023		CITY COLLECTOR	-split-			195.43	778,916.48
12/05/2023		CITY COLLECTOR	-split-			1,745.46	780,661.94
12/05/2023	JG050-12...	ALLSTATE/AMERI...	GEN2001 · Accts Paya...	PD GEN FUND	28.72		780,633.22
12/05/2023	11/28/23-...	O'REILLY	GEN2001 · Accts Paya...	PD GEN FUND	117.17		780,516.05
12/05/2023	CRIMPE...	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD GEN FUND	1,747.88		778,768.17
12/05/2023	292-CIT...	MALDENITE PRO...	GEN2001 · Accts Paya...	PD GEN FUND	340.00		778,428.17
12/05/2023	60404	PREYER, AMY	GEN2001 · Accts Paya...	PD GEN FUND	1,200.00		777,228.17
12/05/2023	60403	CHIDISTER, JONC...	GEN2001 · Accts Paya...	PD GEN FUND	2,083.33		775,144.84
12/05/2023	BUILDI...	MALDEN AIRPORT	GEN2001 · Accts Paya...	PD GEN FUND	100.00		775,044.84
12/05/2023	RENT 16...	MALDEN AIRPORT	GEN2001 · Accts Paya...	PD GEN FUND	100.00		774,944.84
12/05/2023	NOV 23/...	CREATIVE DESIG...	GEN2001 · Accts Paya...	PD GEN FUND	100.00		774,844.84
12/06/2023		CITY COLLECTOR	-split-			3,460.27	778,305.11
12/07/2023		CITY COLLECTOR	-split-			62.51	778,367.62
12/07/2023		CITY COLLECTOR	-split-			3,795.49	782,163.11
12/07/2023		MO DEPT OF REV...	GEN4015 · Local Sale...			58,640.17	840,803.28
12/07/2023		MO DEPT OF REV...	GEN4016 · Consolidat...	consolidated		16,423.48	857,226.76
12/07/2023	10/28/23-...	O'REILLY	GEN2001 · Accts Paya...	PD GEN FUND	111.98		857,114.78
12/07/2023	34882-P...	HARRY BLACKWE...	GEN2001 · Accts Paya...	PD GEN FUND	80.90		857,033.88
12/07/2023	2024	MO MUNICIPAL L...	GEN2001 · Accts Paya...	PD GEN FUND	906.78		856,127.10
12/07/2023	REIMBU...	WILLIAMS, DALT...	GEN2001 · Accts Paya...	PD GEN FUND	41.75		856,085.35
12/07/2023	NOV FU...	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD GEN FUND	2,403.32		853,682.03
12/07/2023	2024-mar...	BOOTHEEL YOUT...	GEN2001 · Accts Paya...	PD GEN FUND	650.00		853,032.03
12/07/2023	REIMBU...	JOHNSON, JONN	GEN2001 · Accts Paya...	PD GEN FUND	38.63		852,993.40
12/07/2023	POLICE-...	SE MO HOSPITAL ...	GEN2001 · Accts Paya...	PD GEN FUND	166.00		852,827.40
12/07/2023	12/12/23-...	LIBERTY UTILTIES	GEN2001 · Accts Paya...	PD GEN FUND	302.04		852,525.36
12/07/2023	1ST YR ...	REVIZE LLC	GEN2001 · Accts Paya...	PD GEN FUND	2,375.00		850,150.36
12/07/2023	NOV 20,...	T-MOBILE.	GEN2001 · Accts Paya...	PD GEN FUND	155.75		849,994.61
12/07/2023	12/12/23-...	LIBERTY UTILTIES	GEN2001 · Accts Paya...	PD GEN FUND	171.52		849,823.09
12/07/2023	NOV 2023	RECORDER OF DE...	GEN2001 · Accts Paya...	PD GEN FUND	7.00		849,816.09
12/07/2023	NOV 23	DEPT OF PUBLIC S...	GEN2001 · Accts Paya...	PD GEN FUND	2.00		849,814.09
12/07/2023	NOV 2023	DEPT OF REVENU...	GEN2001 · Accts Paya...	PD GEN FUND	14.26		849,799.83
12/07/2023	1125202...	AT&T WIRELESS / ...	GEN2001 · Accts Paya...	PD GEN FUND	43.34		849,756.49

## CITY OF MALDEN

1/16/2024 9:52 AM

Register: GEN1010 · Cash--General Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/07/2023	4040218...	ARAMARK	GEN2001 · Accts Paya...	PD GEN FUND	7.13		849,749.36
12/07/2023	BARNES	BOOTHEEL BOOT...	GEN2001 · Accts Paya...	PD GEN FUND	129.95		849,619.41
12/07/2023	NOV 2023	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD GEN FUND	2,670.93		846,948.48
12/07/2023	3635-GR...	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD GEN FUND	135.56		846,812.92
12/07/2023	37205	BLAKE PEST CON...	GEN2001 · Accts Paya...	PD GEN FUND	120.00		846,692.92
12/08/2023		CITY COLLECTOR	-split-			130.14	846,823.06
12/08/2023		CITY COLLECTOR	-split-			4,839.31	851,662.37
12/11/2023		MALDEN BOARD ...	GEN1437 · Accounts ...			2,426.15	854,088.52
12/11/2023		CITY COLLECTOR	-split-			279.23	854,367.75
12/11/2023		CITY COLLECTOR	-split-			9,096.25	863,464.00
12/11/2023		MALDEN BOARD ...	GEN1570 · Due From ...			3,570.65	867,034.65
12/11/2023		MALDEN BOARD ...	GEN1570 · Due From ...			49.00	867,083.65
12/12/2023		CITY COLLECTOR	-split-			75.17	867,158.82
12/12/2023		CITY COLLECTOR	-split-			2,320.88	869,479.70
12/13/2023		CITY COLLECTOR	-split-			305.15	869,784.85
12/13/2023		CITY COLLECTOR	-split-			641.26	870,426.11
12/14/2023		CITY COLLECTOR	-split-			10,209.06	880,635.17
12/14/2023		CITY COLLECTOR	-split-			79.92	880,715.09
12/15/2023		CITY COLLECTOR	GEN4011 · Personal P...			74.70	880,789.79
12/15/2023		CITY COLLECTOR	-split-			4,506.50	885,296.29
12/18/2023		CITY COLLECTOR	-split-			12,346.47	897,642.76
12/18/2023		CITY COLLECTOR	-split-			372.48	898,015.24
12/18/2023		MALDEN POLICE ...	POL4038 · Police Rep...			5.00	898,020.24
12/18/2023		MALDEN POLICE ...	POL4038 · Police Rep...			5.00	898,025.24
12/18/2023		MALDEN POLICE ...	POL4098 · Donations- ...			1,100.00	899,125.24
12/18/2023	PR 12/17...		GEN1013 · Payroll Ac...	PAYROLL TR...	60,830.46		838,294.78
12/19/2023		CITY COLLECTOR	-split-			8,961.74	847,256.52
12/19/2023		CITY COLLECTOR	-split-			129.91	847,386.43
12/19/2023	12/04/23	BANKCARD CENT...	GEN2001 · Accts Paya...	PD GEN FUND	1,270.23		846,116.20
12/19/2023	REIMBU...	SHOP WITH A COP	GEN2001 · Accts Paya...	PD GEN FUND	250.00		845,866.20
12/19/2023	12/06/23-...	SPARKLIGHT	GEN2001 · Accts Paya...	PD GEN FUND	81.22		845,784.98
12/19/2023	REIMBU...	OPOTRA WHITE D...	GEN2001 · Accts Paya...	PD GEN FUND	20.89		845,764.09
12/19/2023	12/01/23 ...	SPARKLIGHT	GEN2001 · Accts Paya...	PD GEN FUND	63.96		845,700.13
12/19/2023	JAN 2024	SUN LIFE FINANCI...	GEN2001 · Accts Paya...	PD GEN FUND	246.78		845,453.35
12/19/2023	MILEAGE	LEWIS, MANDY-I	GEN2001 · Accts Paya...	PD GEN FUND	31.44		845,421.91
12/19/2023	12/01/23-...	SPARKLIGHT	GEN2001 · Accts Paya...	PD GEN FUND	55.96		845,365.95
12/19/2023	2024 RE...	SEMO MACA	GEN2001 · Accts Paya...	PD GEN FUND	25.00		845,340.95
12/19/2023	2947009-...	NOVATECH	GEN2001 · Accts Paya...	PD GEN FUND	81.00		845,259.95
12/19/2023	2185-CIT...	MALDEN FLOWER...	GEN2001 · Accts Paya...	PD GEN FND	106.90		845,153.05
12/19/2023	7386- PO...	BARKLEY'S TRAN...	GEN2001 · Accts Paya...	PAID GEN FU...	225.00		844,928.05

## CITY OF MALDEN

1/16/2024 9:52 AM

Register: GEN1010 · Cash--General Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/19/2023	12/12/23-...	LIBERTY UTILITIES	GEN2001 · Accts Paya...	PD GEN FUND	4.33		844,923.72
12/19/2023	12/08/23-...	BATTLES COMMU...	GEN2001 · Accts Paya...	PD GEN FUND	65.00		844,858.72
12/19/2023	INUS207...	AXON ENTERPRIS...	GEN2001 · Accts Paya...	PD GEN FUND	489.92		844,368.80
12/19/2023	REIMBU...	LEWIS, MANDY-1	GEN2001 · Accts Paya...	PD GEN FUND	46.25		844,322.55
12/19/2023	11/30/2023	MIDSOUTH OFFICE	GEN2001 · Accts Paya...	PD GEN FUND	250.86		844,071.69
12/20/2023		CITY COLLECTOR	-split-			2,938.65	847,010.34
12/20/2023		CITY COLLECTOR	-split-			590.67	847,601.01
12/20/2023		MALDEN BOARD ...	-split-	trash		33,141.59	880,742.60
12/20/2023	1151	M & M PUBLIC SA...	GEN2001 · Accts Paya...	PD GEN FUND	20,242.00		860,500.60
12/20/2023	3645	TASTEFUL CREAT...	GEN2001 · Accts Paya...	PD GEN FUND	1,715.61		858,784.99
12/21/2023		CITY COLLECTOR	-split-			332.42	859,117.41
12/21/2023		CITY COLLECTOR	-split-			731.38	859,848.79
12/21/2023		MO DEPT OF REV...	GEN4015 · Local Sale...			9.47	859,858.26
12/21/2023		MO DEPT OF REV...	GEN4016 · Consolidat...	consolidated		2.16	859,860.42
12/26/2023		CITY COLLECTOR	-split-			173.20	860,033.62
12/26/2023		CITY COLLECTOR	-split-			21,725.03	881,758.65
12/26/2023		CITY PAYROLL	GEN1013 · Payroll Ac...			40,359.05	922,117.70
12/27/2023		CITY COLLECTOR	-split-			308.20	922,425.90
12/27/2023		CITY COLLECTOR	-split-			7,674.01	930,099.91
12/28/2023		MALDEN COURT	POL4055 · Police Fine...			50.00	930,149.91
12/28/2023		MALDEN COURT	-split-			769.07	930,918.98
12/28/2023		CITY COLLECTOR	-split-			1,014.88	931,933.86
12/28/2023		CITY COLLECTOR	-split-			23,503.80	955,437.66
12/28/2023	12/06/23 ...	SPARKLIGHT	GEN2001 · Accts Paya...	PD GEN FUND	75.47		955,362.19
12/28/2023	5688	ANDY'S CREATIONS	GEN2001 · Accts Paya...	PD GEN FUND	58.00		955,304.19
12/28/2023	12/19/23	CAPITAL ONE	GEN2001 · Accts Paya...	PD GEN FUND	401.11		954,903.08
12/28/2023	REFUND	NATIONAL TITLE ...	GEN2001 · Accts Paya...	PD GEN FUND	28.65		954,874.43
12/28/2023	SPRING ...	MISSOURI CITY C...	GEN2001 · Accts Paya...	PD GEN	205.00		954,669.43
12/28/2023	3063	MISSOURI CITY C...	GEN2001 · Accts Paya...	PD GEN	125.00		954,544.43
12/28/2023	3062	MISSOURI CITY C...	GEN2001 · Accts Paya...	PD GEN	125.00		954,419.43
12/28/2023	5683	ANDY'S CREATIONS	GEN2001 · Accts Paya...	PD GEN FUND	64.60		954,354.83
12/28/2023	12/06/23-...	SPARKLIGHT	GEN2001 · Accts Paya...	PD GEN FUND	136.67		954,218.16
12/28/2023	12/25/23-...	BARTONS	GEN2001 · Accts Paya...	PD GEN FUND	5.16		954,213.00
12/28/2023	12/18/23-...	BARTONS	GEN2001 · Accts Paya...	PD GEN FUND	47.98		954,165.02
12/28/2023	0732-002...	REPUBLIC SERVIC...	GEN2001 · Accts Paya...	PD GEN FUND	420.00		953,745.02
12/28/2023	JAN 2024	KCL GROUP BENE...	GEN2001 · Accts Paya...	PD GEN FUND	297.15		953,447.87
12/28/2023	11/30/23	MASTERCARD	GEN2001 · Accts Paya...	PD GEN FUND	1,411.19		952,036.68
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH	8,403.88		943,632.80
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH		665.32	944,298.12
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH	3,358.22		940,939.90

## CITY OF MALDEN

1/16/2024 9:52 AM

Register: GEN1010 · Cash--General Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	PAY BACK G...				940,939.90
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH	43,680.86			897,259.04
12/31/2023	FIRE CA...		FIR1030 · Fire Tax Fund	ADJ FIRE CA...			10,084.14	907,343.18
12/31/2023	GRMT		PAR4986 · Ground Ma...	GRMT-PARK...			232.46	907,575.64
12/31/2023	GRMT		PAR4986 · Ground Ma...	GRMT-COMC...			232.46	907,808.10
12/31/2023	INT CIT...		CEM1010 · Cash--Ce...	INT CITY CH...			7,058.79	914,866.89



## CITY OF MALDEN

1/17/2024 10:22 AM

Register: GEN1014 · COVID FUNDING-FEDERAL

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/01/2023	TRANS 10		CH-4094 · COVID FU...	TRANSFER C...	87,769.00		405,092.82

## CITY OF MALDEN

1/17/2024 10:23 AM

Register: GEN1030 · Capital Improvement Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/06/2023		MALDEN AIRPOR...	GEN1437 · Accounts ...			727.77	216,605.53
12/07/2023		MO DEPT OF REV...	GEN4017 · Capital Im...	CAPITAL		14,659.59	231,265.12
12/19/2023	JAN 2024	MALDEN CAPITAL...	GEN2001 · Accts Paya...	PD CAPITAL I...	7,264.00		224,001.12
12/21/2023		MO DEPT OF REV...	GEN4017 · Capital Im...	CAPITAL		2.37	224,003.49
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	PAY BACK G...			224,003.49
12/31/2023	INT CIT...		CEM1010 · Cash--Ce...	INT CITY CH...		902.64	224,906.13

## CITY OF MALDEN

1/16/2024 9:54 AM

Register: CEM1010 · Cash--Cemetery Regular

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/04/2023	PR 12/03...		GEN1013 · Payroll Ac...	PAYROLL TR...	1,532.24		-1,532.24
12/07/2023	1125202...	AT&T WIRELESS / ...	GEN2001 · Accts Paya...	PD CEM FUND	59.34		-1,591.58
12/07/2023	NOV 2023	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD CEM FUND	31.50		-1,623.08
12/07/2023	3633-CE...	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD CEMETER...	195.94		-1,819.02
12/07/2023	112923-...	HARRY BLACKWE...	GEN2001 · Accts Paya...	PD CEM FUND	1,674.31		-3,493.33
12/11/2023		CITY COLLECTOR	CEM4291 · Opening/C...			1,725.00	-1,768.33
12/18/2023	PR 12/17...		GEN1013 · Payroll Ac...	PAYROLL TR...	1,723.71		-3,492.04
12/19/2023	JAN 2024	SUN LIFE FINANCI...	GEN2001 · Accts Paya...	PD CEM FUND	105.64		-3,597.68
12/20/2023	3645	TASTEFUL CREAT...	GEN2001 · Accts Paya...	PAID CEMET...	28.13		-3,625.81
12/26/2023		CITY PAYROLL	CEM1013 · Payroll Ac...			121.41	-3,504.40
12/28/2023	JAN 2024	KCL GROUP BENE...	GEN2001 · Accts Paya...	PD CEM FUND	6.38		-3,510.78
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH		3,358.22	-152.56
12/31/2023	INT CIT...		-split-	INT CITY CH...		152.56	0.00

## CITY OF MALDEN

1/16/2024 9:56 AM

Register: COM1010 · Cash--Community Center

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/01/2023	10/31/2023	MASTERCARD	GEN2001 · Accts Paya...	PD COM CNT...	360.57		-360.57
12/07/2023	NOV 2023	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD COM CEN...	1,156.53		-1,517.10
12/07/2023	37205	BLAKE PEST CON...	GEN2001 · Accts Paya...	PD COMMUN...			-1,517.10
12/08/2023		CITY COLLECTOR	COM4099 · Other Rev...			100.00	-1,417.10
12/13/2023		CITY COLLECTOR	COM4099 · Other Rev...			50.00	-1,367.10
12/19/2023	SO585979	GOKEYLESS	GEN2001 · Accts Paya...	PD COM CNT...	4,529.32		-5,896.42
12/20/2023	12/19/23	SIDES CONSTRUC...	GEN2001 · Accts Paya...	PD COM CNTR	2,375.00		-8,271.42
12/20/2023	3645	TASTEFUL CREAT...	GEN2001 · Accts Paya...	PD COM CNT...			-8,271.42
12/28/2023		CITY COLLECTOR	COM4099 · Other Rev...			100.00	-8,171.42
12/31/2023	ADJ NE...		-split-	ADJ NEG CASH		8,403.88	232.46
12/31/2023	GRMT		PAR4986 · Ground Ma...	GRMT-COMC...	232.46		0.00

## CITY OF MALDEN

1/16/2024 9:55 AM

Register: PAR1021 · Cash--Park/Local Tax

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/01/2023		TELEPHONE SWIT...	PAR4200 · Rent Inco...			350.00	4,041.15
12/04/2023	PR 12/03...		GEN1013 · Payroll Ac...	PAYROLL TR...	1,735.66		2,305.49
12/05/2023		CITY COLLECTOR	PAR2020 · Security D...			100.00	2,405.49
12/07/2023		CITY COLLECTOR	PAR4245 · RV Park R...			310.00	2,715.49
12/07/2023		MO DEPT OF REV...	PAR4016 · Local Sales...	park		14,000.93	16,716.42
12/07/2023	39874448	PLAZA TIRE SERV...	GEN2001 · Accts Paya...	PD PARK FU...	26.84		16,689.58
12/07/2023	112123	LIBERTY UTILTIES	GEN2001 · Accts Paya...	PD PARK FU...	115.26		16,574.32
12/07/2023	157149	CHAMPLIN RECY...	GEN2001 · Accts Paya...	PD PARK FU...	49,502.00		-32,927.68
12/07/2023	NOV 2023	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD PARK FU...	1,714.24		-34,641.92
12/07/2023	37205	BLAKE PEST CON...	GEN2001 · Accts Paya...	PD PARK FU...	80.00		-34,721.92
12/13/2023		CITY COLLECTOR	PAR4200 · Rent Inco...			125.00	-34,596.92
12/18/2023	PR 12/17...		GEN1013 · Payroll Ac...	PAYROLL TR...	2,416.82		-37,013.74
12/20/2023	3645	TASTEFUL CREAT...	GEN2001 · Accts Paya...	PAID PARK F...			-37,013.74
12/21/2023		MO DEPT OF REV...	PAR4016 · Local Sales...	park		2.21	-37,011.53
12/26/2023		CITY PAYROLL	PAR1013 · Payroll Ac...			673.91	-36,337.62
12/28/2023	REFUND	MCCOY, KENYA	GEN2001 · Accts Paya...	PD PARK FU...	125.00		-36,462.62
12/28/2023	JAN 2024	KCL GROUP BENE...	GEN2001 · Accts Paya...	pd park fund	0.96		-36,463.58
12/28/2023	NOV 2023	BOOTHEEL YOUT...	GEN2001 · Accts Paya...	PD PARK FU...	7,000.47		-43,464.05
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH		43,680.86	216.81
12/31/2023	GRMT		PAR4986 · Ground Ma...	GRMT-PARK...	232.46		-15.65
12/31/2023	INT CIT...		CEM1010 · Cash--Ce...	INT CITY CH...		15.65	0.00

## CITY OF MALDEN

1/16/2024 9:55 AM

Register: STR1010 · Cash--Street Regular

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/04/2023	PR 12/03...		GEN1013 · Payroll Ac...	PAYROLL TR...	4,335.94			-4,335.94
12/07/2023	1125202...	AT&T WIRELESS / ...	GEN2001 · Accts Paya...	PD STR FUND	86.68			-4,422.62
12/07/2023	R300052...	TAG TRUCK CENT...	GEN2001 · Accts Paya...	PD STR FUND	189.52			-4,612.14
12/07/2023	4040218...	ARAMARK	GEN2001 · Accts Paya...	PD STR FUND	11.73			-4,623.87
12/07/2023	NOV 2023	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD STREET F...	5,420.13			-10,044.00
12/07/2023	3631-ST...	BOARD OF PUBLI...	GEN2001 · Accts Paya...	PD STREET F...	716.26			-10,760.26
12/18/2023	PR 12/17...		GEN1013 · Payroll Ac...	PAYROLL TR...	5,746.63			-16,506.89
12/20/2023		MO DEPT OF REV...	-split-	STREET			15,733.71	-773.18
12/20/2023	3645	TASTEFUL CREAT...	GEN2001 · Accts Paya...	PAID STREET...	84.38			-857.56
12/26/2023		CITY PAYROLL	STR1013 · Payroll Acc...				1,537.39	679.83
12/28/2023	JAN 2024	KCL GROUP BENE...	GEN2001 · Accts Paya...	PD STR FUND	14.51			665.32
12/31/2023	ADJ NE...		COM1010 · Cash--Co...	ADJ NEG CASH	665.32			0.00

## CITY OF MALDEN

1/17/2024 10:23 AM

Register: STR1015 · Cash-Street Capital Fund

From 12/01/2023 through 12/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/07/2023		MO DEPT OF REV...	STR4275 · Street Sales...	street		29,252.05	416,129.48
12/19/2023	12/20/23-...	FIRST MISSOURI B...	GEN2001 · Accts Paya...	PD STREET C...	21,112.77		395,016.71
12/21/2023		MO DEPT OF REV...	STR4275 · Street Sales...	street		4.72	395,021.43
12/31/2023	INT CIT...		CEM1010 · Cash--Ce...	INT CITY CH...		1,617.52	396,638.95

## Malden Airport &amp; Industrial Park 22-24

## Balance Sheet

December 31, 2023

<b>ASSETS</b>			
Current Assets			
10190-IP	Petty Cash MIP	117.74	
10390-IP	Cking-Regular MIP	22,152.98	
10392-AP	Cking-Aviation-Special MAP	80,770.57	
10492-AP	Cking-Grant Funds-MAP	70,443.10	
10792-AP	Cking- Hangar Remodel Const	6.98	
10890-IP	Cking-Rail Spur	19,702.94	
10990-IP	Cking-ESCROW Pymts/Ins	180,000.00	
11090-IP	P/R Benefits Escrow	10,252.15	
11592-AP	MAAPS - Petty Cash	487.39	
11692-AP	MAAPS - Checking	5,149.18	
Total Current Assets			389,083.03
Property and Equipment			
Total Property and Equipment			0.00
Other Assets			
Total Other Assets			0.00
Total Assets			389,083.03
<b>LIABILITIES AND CAPITAL</b>			
Current Liabilities			
Total Current Liabilities			0.00
Total Liabilities			0.00
Long-Term Liabilities			
Total Long-Term Liabilities			0.00
Total Liabilities			0.00
<b>Equity</b>			
28190-IP	Retained Earnings-MIP	1,934,161.96	
28191-IP	Prior Period Adjustments	(1,514,047.37)	
28192-AP	Retained Earnings-MAP	5,370,418.37	
28193-AP	Prior Period Adjustments	(5,337,191.49)	
	Current Earnings	(63,538.44)	
Total Equity			389,803.03
Total Liabilities & Equity			389,803.03

Prepared prior to Audit



**MALDEN REGIONAL AIRPORT/INDUSTRIAL PARK**

<b>TREASURER'S REPORT MONTH OF DECEMBER, 2023</b>		<b>BEGINNING BALANCE</b>	<b>DEPOSITS</b>	<b>DISBURSED</b>	<b>ENDING BALANCE</b>
10390 MALDEN REG AIRPORT & INDUST PARK		13,163.22	36,552.31	27,562.55	22,152.98
10392 SPECIAL AVIATION		80,575.53	195.04	0.00	80,770.57
10490 RAIL GRANT FUNDS		0.00	0.00	0.00	0.00
10492 *AVIATION RELATED GRANTS		70,443.10	0.00	0.00	70,443.10
10890 RAIL SPUR GRANTS/LOCAL		19,702.94	0.00	0.00	19,702.94
10990 ESCROW		200,000.00	0.00	20,000.00	180,000.00
11090 P/R BENEFITS ESCROW		10,252.15	0.00	0.00	10,252.15
10792 HANGAR REMODEL GRANT ACCT		6.95	0.03	0.00	6.98
11692 MAAPS CHECKING ACCT		5,149.18	0.00	0.00	5,149.18
<b>TOTAL</b>		<b>399,293.07</b>	<b>36,747.38</b>	<b>47,562.55</b>	<b>\$388,477.90</b>
			<b>Airport/Industrial Park</b>		<b>\$388,477.90</b>
<b>PREPARED BY MALDEN AIRPORT</b>					

\*Always need to save in advance for Local Match for Grants

MALDEN REGIONAL AIRPORT & INDUSTRIAL PARK					
INCOME STATEMENT FISCAL ENDING JUNE 30, 2024					
Month 6 Ended December, 2023 50%					
Prepared Prior to Audit	THIS MONTH	YR-TO-DATE	% Used	BUDGET	VARIANCE
Income-Operating Revenue	(Asset accounts not included)			budget adj transfers	
301 Commercial Rentals	7,773.58	49,340.75	61%	81,000.00	31,659.25
302 House Rentals	6,611.07	40,300.88	50%	80,725.00	40,424.12
306 Cash Rent/Farm	0.00	0.00	0%	340,000.00	340,000.00
307 Av Bldg Rentals	1,368.36	11,950.47	66%	18,000.00	6,049.53
308 Penalties-Rentals	112.57	832.62	111%	750.00	(82.62)
310 Rail Spur Use Fees	0.00	1,000.00	100%	1,000.00	0.00
385 Events Donations MIP	0.00	0.00		0.00	0.00
390 Misc Revenue	196.51	196.51		0.00	(196.51)
Total Operating Revenue	16,062.09	103,621.23	20%	521,475.00	417,853.77
Expenses-Operating Expense					
405 Salaries (includes vac, sick, etc)	12,406.46	96,547.12	40%	238,845.00	142,297.88
411 Fica Taxes Expense	809.09	5,983.52	40%	14,808.00	8,824.48
412 Mcare Tax Expense	189.22	1,399.38	40%	3,483.00	2,083.62
413 Unemployment Taxes	0.00	0.00	0%	500.00	500.00
415 Retirement Plan	1,100.86	8,360.80	29%	29,228.00	20,867.20
420 Employee Insurance	1,796.06	9,916.10	26%	38,768.00	28,851.90
422 Capital Expenditures	0.00	92,214.53	18%	502,500.00	410,285.47
423 Mileage/Office	62.88	386.46	43%	900.00	513.54
425 Employee Uniforms	0.00	25.92	3%	1,000.00	974.08
437 Misc P/R expense	(0.02)	0.04	0%	76.00	75.96
440 Medical/Physicals/Minor W/C	0.00	704.00	88%	800.00	96.00
450 MIRMA Insurance	0.00	0.00	0%	130,000.00	130,000.00
452 Workman's Compensation	0.00	0.00		0.00	0.00
454 Property Ins	(858.34)	(5,150.04)	-147%	3,500.00	8,650.04
461 Aviation Ins Exp	0.00	0.00		0.00	0.00
462 Rail spur Ins	0.00	0.00	0%	14,000.00	14,000.00
465 Drainage Taxes	3,398.56	3,398.56	80%	4,250.00	851.44
470 Travel/Training	0.00	300.00	15%	2,000.00	1,700.00
475 General/Admin	849.00	1,015.65	2%	45,000.00	43,984.35
480 Legal/Accounting	768.94	4,301.14	17%	25,000.00	20,698.86
485 Advertising	0.00	212.00	14%	1,500.00	1,288.00
490 Telephone	399.46	2,784.12	56%	5,000.00	2,215.88
495 Postage/Office	112.19	2,037.60	8%	27,000.00	24,962.40
502 Utilities Discount	0.00	(6,084.04)	43%	(14,000.00)	(7,915.96)
503 Elect/W/S for Operations	2,169.82	11,971.15	57%	21,000.00	9,028.85
504 Nat Gas for Operations	151.06	542.16	18%	3,000.00	2,457.84
510 Maint Gas/Diesel	321.53	4,388.38	40%	11,000.00	6,611.62
515 Maint-Equip/Radios	1,448.88	10,988.04	100%	11,000.00	11.96
520 Maint Gen Supply	117.97	957.52	32%	3,000.00	2,042.48
540 Misc Expense	84.38	1,206.07	20%	6,000.00	4,793.93
550 Bad Debts/Rental	0.00	0.00	0%	2,000.00	2,000.00
561 Commercial Exp	357.55	9,590.87	15%	65,000.00	55,409.13
562 Houses Expense	1,105.00	14,405.69	36%	40,000.00	25,594.31
564 Farmland Exp-Cash Rent	45.00	45.00	0%	10,000.00	9,955.00
565 Av Bldg Rent Exp	183.40	12,574.57	25%	50,000.00	37,425.43
566 Aviation Related	0.00	5,155.96	26%	20,000.00	14,844.04
568 AV Security/Safety Exp	0.00	0.00	0%	8,000.00	8,000.00
570 Fairgrounds Exp	0.00	0.00	0%	2,000.00	2,000.00
571 Events Exp	0.00	0.00	0%	1,000.00	1,000.00
573 Rail Spur Exp (w/o ins 3/09)	0.00	1,350.00	1%	100,000.00	98,650.00
574 Rail Non-Access Fee (if not 2019)	0.00	0.00		0.00	0.00
575 Street Repairs	0.00	90.64	1%	10,000.00	9,909.36
Total Expenses	27,018.93	291,618.91	20%	1,437,138.00	1,145,519.09
Net Operating Income	(10,956.84)	(187,997.68)		(915,663.00)	(727,665.32)
Other Income				Income Statement does not include expenditures for asset accounts	
705 Grants	0.00	0.00		450,000.00	450,000.00
710 Ins Claims Proceeds	0.00	115,692.76		0.00	(115,692.76)
720 Gain/Disposal of Asset	0.00	14,982.50		0.00	(14,982.50)
724 Av JET Fuel Sales/Exp	0.00	366.60	-15%	(2,500.00)	(2,866.60)
725 Av 100LL Fuel-Sales/Exp	(163.14)	(3,161.15)	316%	(1,000.00)	2,161.15
730 AV Permit Fee	0.00	0.00	0%	2,000.00	2,000.00
742 MAAPS- Cash Donations	0.00	120.00		0.00	(120.00)
744 MAAPS - Interest	0.00	0.00		0.00	0.00
750 Interest Income	950.31	6,289.06	79%	8,000.00	1,710.94
754 Non-Cash Revenue	0.00	0.00		0.00	0.00
755 Donated Asset Acct	0.00	0.00		0.00	0.00
756 Donations (cash)	0.00	0.00		0.00	0.00
760 Other Misc Revenue	0.00	60.00		0.00	(60.00)
770 City GF Transfer To A/P	0.00	0.00		0.00	0.00
Total Other Income	787.17	134,349.77	29%	456,500.00	322,150.23
Other Expenses					
805 Depreciation (non-cash item)	0.00	0.00		0.00	0.00
185 transportation work equip	0.00	0.00		0.00	0.00
186 furniture/ fixtures/equip	0.00	0.00		0.00	0.00
187 bldg/improvements	0.00	0.00		0.00	0.00
261 Lease purchase or notes	0.00	0.00		0.00	0.00
807 Ins Claims Exp	0.00	6,321.03	253%	2,500.00	(3,821.03)
815 MAAPS - Wall Of Honor Exp	0.00	631.46		0.00	(631.46)
816 MAAPS - Museum Exp	0.00	125.08		0.00	(125.08)
817 MAAPS - Misc/Promo Exp	0.00	75.00		0.00	(75.00)
820 Loss/Disposal Asset	0.00	0.00		0.00	0.00
840 Ind Park In-Kind to DEID	0.00	0.00		0.00	0.00
842 Ind Park to City	0.00	0.00		0.00	0.00
835 Interest Paid	0.00	0.00		0.00	0.00
845 Other Misc Expense	0.00	2,737.96	26%	10,500.00	7,762.04
XXX	XXX	XXX	XXX	XXX	XXX
Total Other Expenses	0.00	9,890.53	76%	13,000.00	3,109.47
Net Income	(10,169.67)	(63,538.44)		(472,163.00)	(408,824.56)

BILL NO: 3281

ORDINANCE NO: 3281

AN ORDINANCE OF THE CITY OF MALDEN, MISSOURI TO AUTHORIZE ACCEPTANCE BY THE CITY OF A STATE BLOCK GRANT AGREEMENT FOR AIRPORT IMPROVEMENTS, TO PROVIDE AN EFFECTIVE DATE, AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT.

WHEREAS, the Malden Regional Airport has been selected to receive a state block grant from the Federal Aviation Administration, said grant to be administered by the Missouri Highways and Transportation Commission; and

WHEREAS, Section 432.070, RSMo requires that contracts of a municipal corporation be approved in writing by the governing body of the corporation prior to their execution

IT IS NOW ORDAINED BY THE CITY COUNCIL OF THE CITY OF MALDEN, MISSOURI, TO-WIT:

**Section 1.** The City of Malden accepts the terms of State Block Grant Agreement Project No. 23-079A-1. A copy of said agreement is attached to this Ordinance and incorporated as if its terms were fully set out herein

**Section 2.** The Mayor of Malden and City Attorney are hereby authorized to execute the Agreement on behalf of the City of Malden and all documents and assurances required thereby to receive such grant.

**Section 3.** This Ordinance shall be effective and in full force as set out herein after the date of passage and all ordinances or parts of ordinances previously enacted, which are in conflict herewith, are hereby repealed.

Read the first time and passed and approved by the City Council of the City of Malden, Missouri on the 22<sup>nd</sup> day of January, 2024.

**COUNCIL MEMBER**

**Yea**

**Nay**

LYNNETTE JENKINS

BO BECKETT

TERRI LEFLER

ROBERT HOUSE

HAROLD JONES

DREW JOYCE

DEBRA WILKERSON

CASEN COLEMAN

Ordinance No. 3281

Read the second time, passed approved and finally adopted by the City Council of the City of Malden, Missouri on the 22<sup>nd</sup> day of January, 2024.

**COUNCIL MEMBER**

**Yea**

**Nay**

LYNNETTE JENKINS

BO BECKETT

TERRI LEFLER

ROBERT HOUSE

HAROLD JONES

DREW JOYCE

DEBRA WILKERSON

CASEN COLEMAN

\_\_\_\_\_  
Denton Kooyman – Mayor

Attest:

\_\_\_\_\_  
Tammy Rawlings – Deputy City Clerk

CCO FORM: MO04  
Approved: 03/91 (KR)  
Revised: 08/23 (MWH)  
Modified:

Sponsor: City of Malden  
Project No.: 23-079A-1  
Airport Name: Malden Regional

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

## **STATE BLOCK GRANT AGREEMENT**

### **SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION**

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

### **SECTION II - STANDARD AGREEMENT ITEMS**

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. ALLOWABLE COSTS
6. WITHDRAWAL OF GRANT OFFER
7. EXPIRATION OF GRANT OFFER
8. FEDERAL SHARE OF COSTS
9. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
10. RECOVERY OF FEDERAL FUNDS
11. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
12. PAYMENT
13. ADMINISTRATIVE/AUDIT REQUIREMENTS
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE

- 27. DURATION OF GRANT OBLIGATIONS
- 28. AMENDMENTS
- 29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
- 30. ASSIGNMENT
- 31. BANKRUPTCY
- 32. COMMISSION REPRESENTATIVE
- 33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 34. BAN ON TEXTING WHILE DRIVING
- 35. TRAFFICKING IN PERSONS
- 36. SUSPENSION OR DEBARMENT
- 37. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
- 38. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 39. EMPLOYEE PROTECTION FROM REPRISALS

#### SECTION III – PLANNING

- 40. AIRPORT LAYOUT PLAN
- 41. AIRPORT PROPERTY MAP
- 42. ENVIRONMENTAL IMPACT EVALUATION
- 43. EXHIBIT "A" PROPERTY MAP
- 44. SOLID WASTE RECYCLING PLAN

#### SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 45. RUNWAY PROTECTION ZONE

#### SECTION V - DESIGN

- 46. ENGINEER'S DESIGN REPORT
- 47. GEOMETRIC DESIGN CRITERIA
- 48. PLANS, SPECIFICATION AND ESTIMATES

#### SECTION VII – SPECIAL CONDITIONS

- 49. SPECIAL CONDITIONS

#### SECTION VIII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Malden  
Project No.: 23-079A-1  
Airport Name: Malden Regional

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Malden (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (USC) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Install Terminal Area Fencing;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2024. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and aviation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Eighty Five Thousand Seventy-Five Dollars (\$85,075) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents one hundred percent (100%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

(6) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(7) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before March 1, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(8) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109 and the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (USDOT) shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

(9) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per 2 Code of Federal Regulations (CFR) §200.308, the Sponsor agrees to



report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(12) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (13)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final

closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(13) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (ACs) for AIP projects and/or the Commission's specifications. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs,

Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual", and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed,

sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the

Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage  
Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-5571  
(573) 526-4709 FAX  
email: kyle.lepage@modot.mo.gov

Sponsor: David Blalock  
Airport Manager  
Malden Regional Airport  
P.O. Box 411  
Malden, MO 63863  
(573) 276-2279  
(573) 276-2296 FAX  
email: airport@maldenmo.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (28) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.



(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the

Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) TRAFFICKING IN PERSONS:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

A. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;

B. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

C. Used forced labor in the performance of this Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in subparagraph (35)(A)1.A. above through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in subparagraph (35)(A)1. of this Agreement, including subgrants entered into pursuant to

this Agreement.

(C) The Commission's right to terminate unilaterally that is described in subparagraph (35)(A)1. of this Agreement:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of subparagraph (35)(A)1. of this Agreement in any subgrant entered into pursuant to this Agreement.

(36) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(37) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alphanumeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(38) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(39) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (40)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight of a grant program;
5. A court or grand jury;
6. A management office of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (40)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(40) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(41) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(42) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(43) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on December 17, 2021, is incorporated herein by reference.

(44) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(45) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(46) scope of work for the appraisals to the Commission for review prior to

executing a contract with said fee appraisers. Prior to making purchase offers to property owners, the Sponsor shall submit complete primary and review appraisals to the Commission so the Commission can ensure that the Sponsor is in compliance with state and federal requirements.

(46) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(47) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(48) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(49) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved ALP.

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(E) Sponsor's Disadvantaged Business Enterprise Program: When the grant amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the Sponsor hereby adopts the Commission's DBE program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(F) Disadvantaged Business Enterprise Required Statements:



1. Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

3. Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to, and comply with the

assurance statement.

4. Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor, or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

5. MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(G) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(H) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(I) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design

within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

(J) Wildlife Fence: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than twenty (20) years from the date this Agreement was issued. The Sponsor understands that the maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on \_\_\_\_\_ (date).

Executed by Commission on \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF MALDEN

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Ordinance No. \_\_\_\_\_  
(if applicable)

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF MALDEN

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

**EXHIBIT 1**  
**ASSURANCES**  
**AIRPORT SPONSORS**

**A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

- a. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

- b. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.



- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

- a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it

will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.

Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40

U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from



the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the

Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged

business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for

- noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Application Date].

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide

service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

January 22, 2024

On September 20, 2023 the Malden Regional Airport held a bid opening for project 23-079A-2 (fence and gate project)

The airport received one bid and it was approx. 80% over the engineers estimate. After consulting with the engineer, it was decided to reject the bid and re-bid the project.

On December 6, 2023 the Malden Regional Airport held a re-bid opening for project 23-079A-1 (fence and gate project)

The airport received two bids:

Legas Corporation	\$584,695.00
R.L. Persons Construction	\$754,365.00
Engineers Estimate	\$535,837.50

The engineer (Woopert) and MoDOT have reviewed the bids and have recommended to city to award the project to Legas Corporation.

Requesting the city to award the project to Legas Corporation and to authorize the Mayor to executed all contractor documents.



**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

December 28, 2023

David Blalock, Airport Manager  
Malden Regional Airport  
3077 Mitchell Drive  
Malden, Mo. 63863

RE: Project No. 23-079A-1  
Malden Regional Airport  
Authorization to Award Letter

We have reviewed the bid tabulations that you provided with your letter dated December 14, 2023. We agree with your recommendation to award the Schedule I – Construct Apron Perimeter Fence and Schedule II -Construct Gravel Parking Lots construction contract to Lejas Corporation, Inc. the lowest and responsive bidder (upon supplemental documentation and pending approval of the SAM registration), and the contract price is considered fair and reasonable in the contract amount of \$584,695.00. The Sponsor accepts responsibility of covering the costs of the project in excess of their NPE and/or BIL funds available to them and will cover the shortfall until their NPE and/or funds become available.

Before we can authorize you to issue the Notice to Proceed to the contractor for construction, you must provide the following documentation to us for review and approval:

Engineers Executed Construction Phase Services for the construction project.

Engineer's Construction Observation Program. Please submit to us at least 10 days prior to the pre-construction meeting so that we will have time to review it.

Executed copy of the contract documents including bid proposal, construction contract, bonds, insurance, etc.

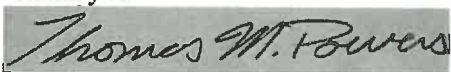
Executed copy of the construction phase services agreement.

In addition, prior to issuing the Notice to Proceed, the sponsor must hold a pre-construction meeting (please give us 10 days' notice).

We will await your submittal of the above documentation and the date of the pre-construction meeting. We are looking forward to the successful completion of this project.

If you have any questions, please contact me (573)395-6278 or e-mail [thomas.powers@modot.mo.gov](mailto:thomas.powers@modot.mo.gov)

Thank you



Thomas M. Powers  
MoDOT Intermediate Airport Project Inspector



*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

# **MALDEN REGIONAL AIRPORT & INDUSTRIAL PARK**

**David Blalock-Airport Manager/Economic Developer Tara Smothers-Office Manager**

3077 Mitchell Drive P O Box 411 Malden, MO 63863-0411 573-276-2279

e-mail [airport@maldenmo.com](mailto:airport@maldenmo.com)

December 18, 2023

Mr. Tom Powers  
Missouri Department of Transportation  
Aviation Section-MO  
P.O. Box 270  
Jefferson City, MO 65102

RE: Malden Regional Airport  
Project No. 23-079A-1  
Schedule I –Construct Apron Perimeter Fence  
Schedule II – Construct Gravel Parking Lots  
Request for Authorization to Award

Dear Mr. Powers:

Enclosed for your review and approval is a copy of the Engineer's Letter of Recommendation and the Tabulation of Bids for all bidders. The Sponsor Certification for Equipment/Construction Contracts was previously submitted on September 19, 2023. The DBE goal for this project is 0% and the Contractor did not include any DBE's on this project. We have thoroughly evaluated the bid by the low bidder, Lejas Corporation and have determined them to be responsive and responsible, and that the contract price is considered fair and reasonable.

The City of Malden hereby requests MoDOT's authorization to award Schedule I – Construct Apron Perimeter Fence, and Schedule II Construct Gravel Parking Lots to Lejas Corporation in the total amount of **\$584,695.00**.

If you have any questions, please call me at 573-276-2279.

Sincerely,



David Blalock  
Airport Manager  
City of Malden

CC: Kevin Scherr, Joe Pestka, and Laura Koonce – Jviation, a Woolpert Company

Enclosures: Engineer's Recommendation Letter with attachments



December 14, 2023

Mr. David Blalock  
Malden Regional Airport  
3077 Mitchell Drive  
Malden, MO 63863

Subject: Malden Regional Airport  
Schedule I – Construct Apron Perimeter Fence  
Schedule II – Construct Gravel Parking Lots  
Project No. 23-079A-1

**Letter of Recommendation to Award**

Dear Mr. Blalock:

Two bid proposals for the above referenced project were received and opened on Wednesday, December 6, 2023 at the Malden Regional Airport, Airport Conference Room, 3077 Mitchell Drive, Malden, MO 63863. Their bids were tabulated for mathematical correctness and the two bids are summarized in the following table:

	Engineer's Estimate	Lejas Corporation	R.L. Persons Construction, Inc.
Schedule I:	\$491,700.00	\$515,000.00	\$562,800.00
Schedule II:	\$44,137.50	\$69,695.00	\$191,565.00
Total of Sch. I, and II	\$535,837.50	\$584,695.00	\$754,365.00

Lejas Corporation was the lowest bidder for the project. Lejas Corporation's total with Schedules I, and II was \$584,695.00 which was approximately 9% higher than the Engineer's Estimate. The second lowest bidder was R.L. Persons Construction, Inc.. Their total with Schedules I, and II, was \$756,950.00, which was approximately 41% higher than the Engineer's Estimate. During bidding, several qualified contractors were individually

Woolpert, Inc.  
931 Wildwood Drive, Suite 101  
Jefferson City, MO 65109  
Main – 573-636-3200

notified of the upcoming bid. The rebid pre-bid meeting was held for this project on Wednesday, November 15, 2023 with three prime contractors in attendance. The rebid bid opening was held on Wednesday December 6, 2023.

We have reviewed the contractor's qualifications and consider Lejas Corporation capable of completing the proposed work. The DBE Goal of 0% was met, as Lejas Corporation proposed a 0% DBE participation. Based on the information provided by Lejas Corporation, we recommend that the Malden Regional Airport award improvements for Project No. 23-079A-1, Schedule I - Construct Apron Perimeter Fence and Schedule II - Construct Gravel Parking Lots, to Lejas Corporation and in the amount of \$584,695.00, subject to concurrence by MoDOT and funding availability.

The following documents have been enclosed for your records:

The Tabulation of Bids, Planholder's List, and Contractor's Original Proposal.

Lejas Corporation. did not have an E-verify memorandum of understanding, and evidence of competency. They were also asked to clarify on Section B-11 B-23, and B-27. I was able to obtain all of those supplemental clarification documents from them and they are also attached.

Lejas Corporation was vetted against the System for Award Management for exclusion records and no negative records were found. They were also found to be in good standing with the Secretary of State.

Sponsor Certifications will be sent separately to the City for signature.

If you need additional information, please feel free to contact us.

Sincerely,

Laura Koonce, P.E.  
Woolpert, Inc.

Enclosures: Bid Tabulations, Planholder's List, Lejas Corporation Original Proposal, Supplemental Documentation

Woolpert, Inc.  
931 Wildwood Drive, Suite 101  
Jefferson City, MO 65109  
Main - 573-636-3200

**MALDEN REGIONAL AIRPORT**  
Malden, Missouri  
MoDOT PROJECT NUMBER: 23-079A-1  
REBID BID OPENING  
DATE: Wednesday, December 6, 2023  
TIME: 11:00 A.M.

**Schedule I: Construct Apron Perimeter Fence**  
**Schedule II: Construct Gravel Parking Lots**

	Engineer's Estimate	Lejas Corporation	R.L. Persons Construction Inc.
Contract Proposal (B-1 - B-32)	✓	✓	✓
Bid Proposal Signed	✓	✓	✓
Bid Bond	✓	✓	✓
Receipt of Bid Addendum No. 1 (Section B-4)	✓	✓	✓
Federal Tax Question (B-7)	✓	✓	✓
Contractor Information/Qualifications (B-29)	✓	✓	✓
List of equipment, resume for personnel, list of completed projects within the last 5 years, list of projects, currently under construction, MoDOT evidence of "competency letter"	✓	✓	
Signature of Bidder (B-31)	✓	✓	✓
DBE Participation Form (0 %) (B-27)	✓	✓	✓
Buy America Certification (B-11-B-13)	✓	✓	✓
Buy America Waiver Request	✓	✓ (not completed)	✓ (not completed)
Buy America Conformance Listing (B-23)	✓	✓	✓
Contractor in Good Standing with MO Secretary of State	✓	✓	✓
Worker Eligibility Verification/including e-Verify	✓	✓	
Bid Schedule Sheet	✓	✓	✓
Debarment Check (System for Award Management <a href="http://www.sam.gov">http://www.sam.gov</a> )	✓	✓	✓
<b>Schedule I</b>	\$ 491,700.00	\$ 515,000.00	\$ 562,800.00
<b>Schedule II</b>	\$ 44,137.50	\$ 69,695.00	\$ 191,565.00
<b>Total Cost Schedule I &amp; II</b>	\$ 535,837.50	\$ 584,695.00	\$ 754,365.00

Checked By: Cheyenne Yancy

Date: 12/7/2023

Reviewed By: Laura Koonce

\*Unit costs adjusted to reflect written unit cost

\*\*Adjusted mobilization to a maximum of 10%

Schedule I: Construct Apron Perimeter Fence				Engineer's Estimate		Lejas Corporation		R.L. Persons Construction Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization	1	LS	\$44,700.00	\$ 44,700.00	\$25,000.00	\$ 25,000.00	\$30,000.00	\$ 30,000.00
F-162a	Install 6-Foot Chain Link Fence, Complete	2,400	LF	\$55.00	\$ 132,000.00	\$97.00	\$ 232,800.00	\$72.00	\$ 172,800.00
F-162b	Install Automatic 20-Foot Swing Gate with Keypad, Complete	2	EA	\$40,000.00	\$ 80,000.00	\$38,000.00	\$ 76,000.00	\$64,000.00	\$ 128,000.00
F-162c	Install Automatic 24-Foot Slide Gate with Keypad, Complete	1	EA	\$60,000.00	\$ 60,000.00	\$45,000.00	\$ 45,000.00	\$60,000.00	\$ 60,000.00
F-162d	Install 4-Foot Pedestrian Gate	5	EA	\$5,000.00	\$ 25,000.00	\$2,900.00	\$ 14,500.00	\$1,800.00	\$ 9,000.00
F-162e	Install 16-Foot Manual Vehicle Swing Gate, Complete	1	LS	\$15,000.00	\$ 15,000.00	\$8,600.00	\$ 8,600.00	\$2,000.00	\$ 2,000.00
F-162f	Install Concrete Pad for Automatic Swing Gate (20'x45'), Complete	2	EA	\$40,000.00	\$ 80,000.00	\$35,000.00	\$ 70,000.00	\$44,000.00	\$ 88,000.00
F-162g	Install Concrete Pad for Automatic Swing Gate (24'x45'), Complete	1	EA	\$50,000.00	\$ 50,000.00	\$42,000.00	\$ 42,000.00	\$47,000.00	\$ 47,000.00
T-901a	Seeding	0.5	AC	\$10,000.00	\$ 5,000.00	\$2,200.00	\$ 1,100.00	\$52,000.00	\$ 26,000.00
<b>TOTAL SCHEDULE I</b>					<b>\$ 491,700.00</b>		<b>\$ 515,000.00</b>		<b>\$ 562,800.00</b>

\*Unit costs were adjusted to match the written out descriptions

Schedule II: Construct Gravel Parking Lots				Engineer's Estimate		Lejas Corporation		R.L. Persons Construction Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization	1	LS	\$4,012.50	\$ 4,012.50	\$3,300.00	\$ 3,300.00	\$ 17,415.00	\$ 17,415.00
P-152a	Unclassified Excavation (4") for Gravel Parking Lots	105	CY	\$75.00	\$ 7,875.00	\$78.00	\$ 8,190.00	\$620.00	\$ 65,100.00
P-152b	Subgrade Preparation (12") for Gravel Parking Lots	300	CY	\$50.00	\$ 15,000.00	\$117.00	\$ 35,100.00	\$96.00	\$ 28,800.00
P-154a	Separation Geotextile Fabric	425	SY	\$10.00	\$ 4,250.00	\$17.00	\$ 7,225.00	\$10.00	\$ 4,250.00
MO-310a	Aggregate Surface for Gravel Parking Lots	105	CY	\$100.00	\$ 10,500.00	\$146.00	\$ 15,330.00	\$600.00	\$ 63,000.00
T-901a	Seeding	0.25	AC	\$10,000.00	\$ 2,500.00	\$2,200.00	\$ 550.00	\$52,000.00	\$ 13,000.00
<b>TOTAL SCHEDULE II</b>					<b>\$ 44,137.50</b>		<b>\$ 69,695.00</b>		<b>\$ 191,565.00</b>

\*Adjusted to a maximum of 10%

MAW Airport  
AIP 23-079A-1 Construct Apron Perimeter Fence  
Plan Holder's List

ROLL	Company Name	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.	EMAIL ADDRESS	FAX NUMBER	
1	Jviation	Laura Koonce						<a href="mailto:laura.koonce@hookart.com">laura.koonce@hookart.com</a>		
2		David Blalock						<a href="mailto:davidb@madpenn.com">davidb@madpenn.com</a>		
3	Sub	AmeriFence Corporation	Paul Bishop	2901 E. 85th Street	Kansas City	MO	64123	(816) 853-2283	<a href="mailto:p.bishop@amerifence.com">p.bishop@amerifence.com</a>	
4	Sub	Anchor Fence Corp	Randy Hunter	5775 S. Campbell Ave.	Springfield	MO	65810	417-682-5270	<a href="mailto:rhunter@anchorfencecorp.com">rhunter@anchorfencecorp.com</a>	417-882-2818
5	Plan Room	ePlan	Elizabeth Gelina	1400 Forum Blvd Ste 7B	Columbia	MO	65203	(573) 447-7130	<a href="mailto:egalina@eplanbuilding.com">egalina@eplanbuilding.com</a>	
6	Plan Room	PWX Press	Mary Miller	1900 Coffeeport Rd.	Jacksonville	FL	32208	(408) 676-8941	<a href="mailto:bmiller@pwxpress.com">bmiller@pwxpress.com</a>	
7	Prime	R. L. Persons Construction, Inc.	Shaun Crook	3025 Cravens Road	Poplar Bluff	MO	63901	573-686-1323	<a href="mailto:scrook@rpersons.com">scrook@rpersons.com</a>	573-686-1327
8	Sub	Camahan White Ilc	Dean Powers	1845 S St HWY MM	Springfield	MO	65802	417-883-0733	<a href="mailto:dean@camahanwhite.com">dean@camahanwhite.com</a>	417-883-1152
9	Prime	MACC Contracting Inc.	Alex Straughn	8870 Frost Ave	Berkeley	MO	63134	(573) 745-7658	<a href="mailto:alex@maccontracting.com">alex@maccontracting.com</a>	
10	Prime	Rick Shipman Construction	Hannah Long	1131 St. Francis Drive	Dexter	MO	63641	(573) 624-5065	<a href="mailto:hannahlong@rickshipman.com">hannahlong@rickshipman.com</a>	
11	Sub	Boothel Fence Co.	Matt Wormington	3619 N. High St	Jackson	MO	63755	(573) 204-7250	<a href="mailto:matt@boothelfence.com">matt@boothelfence.com</a>	
12	Prime	Dicken LLC	Ryan Dicken	275 Timberway Dr	Poplar Bluff	MO	63901	(573) 429-9997	<a href="mailto:rdicken@buckitok.com">rdicken@buckitok.com</a>	
13	Prime	Collins & Hermann, Inc.	Jaimie Loch	2366 Stat Line Road	Kansas City	KS	66103	(816) 390-6403	<a href="mailto:jloch@chic.net">jloch@chic.net</a>	314-869-8488
14	Prime	Persons and Son Inc.	Robert Persons	88 Co. Rd 321	Poplar Bluff	MO	63901	(573) 428-3157	<a href="mailto:bjmmon@poyconline.com">bjmmon@poyconline.com</a>	
15	Plan Room	PWX Press	Mary Miller	1900 Coffeeport Rd	Jacksonville	FL	32208	(408) 676-8941	<a href="mailto:bmiller@pwxpress.com">bmiller@pwxpress.com</a>	
16	Plan Room	Construct Connect	Pam Exton	2010 Eastwood Dr. Ste. 201	Cincinnati	OH	45209	(513) 358-8150	<a href="mailto:Pam.exton@constructconnect.com">Pam.exton@constructconnect.com</a>	
17	Prime	Lejas Corporation	Randy Ringleb	6202 S. Majile Avenue, Suite 127	Tempe	AZ	85283	(480) 775-1152	<a href="mailto:ringleb@lejascorp.com">ringleb@lejascorp.com</a>	(480) 775-1153
18	Plan Room	Dodge Construction Network	Lynn Rocha	PO Box 450	Verplanck	NY	10596	(602) 524-5933	<a href="mailto:lynn.rocha@construction.com">lynn.rocha@construction.com</a>	(608) 336-2767
19	Plan Room	Construct Connect	Judith Fernandez	30 Technology Parkway South	Norcross	GA	30092	(323) 602-5079	<a href="mailto:judith.fernandez@constructconnect.com">judith.fernandez@constructconnect.com</a>	
20	Prime	Dicken LLC	Ryan Dicken	275 Timberway Dr	Poplar Bluff	MO	63901	(573) 429-9997	<a href="mailto:rdicken@buckitok.com">rdicken@buckitok.com</a>	
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MAW Airport  
AIP 23-079A-1 Construct Apron Perimeter Fence  
Plan Holder's List

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MAW Airport  
AIP 23-078A-1 Construct Apron Perimeter Fence  
Plan Holder's List

ROLE	Company Name	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.	EMAIL ADDRESS	FAX NUMBER



Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On January 22, 2024 the Council of Malden,  
Missouri held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Malden, Missouri  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

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Council Member

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Council Member

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Council Member

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Mayor

## **2024 City of Malden Safety Goals and Objectives**

1. To pursue all necessary steps to score above 90% on the annual Loss Prevention Evaluation with the objective to acquire a 100% rating.
2. To promote safety to all City of Malden Employees by continuing to conduct monthly Safety Meetings and by completing other specialized training as needed.
3. To keep a clean and safe environment with the objective for every employee to keep work areas safe at all times.
4. To follow safe working practices with the objective to follow all safety rules to obtain a zero-accident record.
5. To keep up-to-date with changing Laws and Regulations in regard to safety issues such as seat belt laws, use of cell phones while driving, etc.
6. To keep wellness in minds of all City of Malden employees by encouraging them to have appropriate medical tests in order for them to know their individual health risks.

---

Mandy Lewis, Safety Coordinator

Submitted to the Malden City Council for approval on January 22, 2024.

The City of Malden City Council \_\_\_\_\_ the 2024 City of Malden Safety Goals and Objectives on January 22, 2024.

---

Denton Kooyman, Mayor

**Malden Community Center**

**Sides Construction Company, Inc**  
PO Box 308  
Cape Girardeau, Mo 63702

[illegible]

# AREA

## City of Malden receives USDA Rural Development grants

In February 2022, City of Malden City Administrator Ivone Smith submitted a grant application with USDA Rural Development for a Community Facilities Grant. In April 2022 the City of Malden was awarded the grant for \$666,667. This grant was a 75 percent grant/25 percent city match. \$500,000 was grant funding and \$166,667 the city's match contribution.

This grant allowed the City of Malden to purchase seven new zero Turn Scag Mowers for their Parks Department, Street Department, Cemetery Department Ground Maintenance and the Airport maintenance. The mowers were delivered between August 2022 and January 2023, a new Tymco Commercial Street Sweeper to replace their 1995 sweeper was delivered February 2023, and a new 2023 Rescue

Pumper Freightliner from Banner Fire Equipment was delivered on December 8, 2023 for their Public Safety Department.

In December 2020 Smith submitted the same grant application with USDA Rural Development for a Community Facilities Grant. In February 2021 the City of Malden the grant for \$100,540. This grant was a 75 percent grant/25 percent city match. \$75,000 was grant funding and \$25,540 the city's match contribution.

This grant allowed the City of Malden to purchase a new Vericon 10HP Breathing Air System for their Public Safety Department, well needed Groves Commercial PPE Washer/Extractor/Dryer for the Public Safety Department and a new Case Mini Excavator for the Cemetery Department.

Both grants were submitted and directed by Smith. Without these grants the purchase of the much-needed equipment would not have

been possible. The City of Malden has been very fortunate to be awarded these grants through USDA Rural Development.



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& recovery**

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**Bernie, MO**

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 Highway 25 - Bernie

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 5X10, 6X10, 10X10,  
 10X15, 10X20

<b>Word of Faith Family</b> 17121 S. County Circle Dr. Bernie Pastor Dale Hartle	<b>United Methodist Church</b> 307 W. Main Bernie, MO 293-5685 Pastor Jayne Markin	<b>Community of Christ</b> 202 Hunts Road Bernie, MO 293-5981 Pastor Bill Embry	<b>Bernie General Baptist Church</b> 201 Fleming Bernie, MO 293-4714 Pastor Steven Fitzpatrick	<b>Bernie Nazarene Church</b> 401 W. Main Bernie, MO 293-4452 Pastor Henry Shelly
<b>Bernie Christian Church</b> 213 Stewart St. Bernie, MO 293-5627 Pastor Adam Dutka	<b>First Pentecostal Church</b> Bernie, MO		<b>Landmark Pentecostal Church</b> 25638 Co. Rd. 120 Malden, MO 573-276-3523 Pastor Leroy Young Sunday school 2 pm Sunday worship 3 pm Monday prayer service 6:30 pm Thursday service 7 pm	<b>Unity Full Gospel Church</b> Bernie, MO 293-6598 Pastor Royce Champion, Jr.
<b>Northside Baptist Church</b> 1008 Front St Bernie, MO 293-5898 Pastor Book White	<b>Corner Gospel Fellowship</b> 311 Walker St. Bernie, MO 293-5522 Pastor Dean Williams		<b>First Baptist Church</b> 208 S. Walnut Bernie, MO 293-4415 <a href="http://www.fbcbernie.org">www.fbcbernie.org</a>	
<b>Bernie First Assembly of God</b> 414 W. Main Bernie, MO 293-5949 Pastor Joey Ruth	<b>Mathis Funeral Home</b> 113 W. Crumb Bernie, MO 63822 <b>573-293-5366</b>			<b>Powe Gospel Church</b> 511 N. Allen St. Bernie, MO 293-5603 Pastor Ivan Mekan



City of Malden  
Board of Public Works  
Malden, MO 63863  
Phone. 573-276-2238 – Fax. 573-276-2238  
[www.Maldenmo.com](http://www.Maldenmo.com)

January 17, 2024

### **Trash Rate Adjustment**

Republic Trash Customers,

Per the new Republic Services contract approved on October 16, 2023, the trash collection rate adjusted from \$15.94 per month to \$16.94 per month effective December 1, 2023. The Board of Public Works failed to make this adjustment to your utility bill for the December 2023 billing cycle. In order for the city to Recoup the adjusted rate for the December 2023 Billing, your January 2024 utility bill will be adjusted accordingly. Your February 2024 utility bill will reflect the new contract rate.

December 2023 utility bill trash rate \$15.94.

New rate for December 2023 should have been adjusted to \$16.94.

Temporary Rate Recoup

January 2024 Billing \$17.94

February 2024 Billing to reflect new contract rate of \$16.94.

The City of Malden, Board of Public Works apologizes for any temporary inconvenience this may cause our customers.

Contact the Board of Public Works Office M-F 8:00am-5:00pm at 573-276-2238 for further information.

Sincerely Board of Public Work Management

## **-REGULAR BOARD OF PUBLIC WORKS SESSION**

**MALDEN BOARD OF PUBLIC WORKS  
MONDAY, OCTOBER 30, 2023 – 5:00 P.M.  
BPW-111 E. LACLEDE**

Board President Clark Duckett called the meeting to order at 5:00 p.m.

### **ROLL CALL:**

**Board President Duckett**  
**Board Member Loughary**  
**Board Member Stone**  
**Board Member**  
**Members Present**

### **PRESENT**

**X**  
**X**  
**X**  
\_\_\_\_\_

### **ABSENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3**

**OTHERS ATTENDING:** City Administrator/Utility Director Ivone Smith, Electric Distribution Coordinator Todd Jenkins, Power Plant Superintendent Wayne Shelton, Public Works Superintendent Kurt Krepps, Finance Officer Angela Earnheart, Board Secretary Cathy Merritt

### **APPROVAL OF THE MINUTES**

**MOTION:** By Mrs. Loughary to Approve Regular Session Minutes of August 29, 2023.

**SECOND:** By Mrs. Stone.

**MOTION PASSED**

### **FINANCIAL REPORTS:**

There were no questions for Financial Officer Angela Earnheart.

### **DEPARTMENT REPORTS:**

#### **Electric Department**

Mr. Jenkins informed the Board routine sub work being done and meter testing had been done on 53 commercial electrical meters with all of them being good with nothing out of line.

#### **Power Plant**

Mr. Shelton informed the Board the engines have been winterized and are ready for cold weather. Mr. Shelton informed the Board Utility Director Smith and himself took a tour of Plum Point to see the changes and upgrades that were made including wind barriers that were put up.

#### **Water/Wastewater Department**

Mr. Krepps informed the Board the sewer line in alley between Stokelan and Stevenson has been repaired and Dutch Enterprises will be cleaning out the line. Mr. Krepps informed the Board it ended up being a 36-inch line repair.

Mr. Krepps informed the Board the water project is progressing and over 2000 ft of line has been laid. Utility Director Smith informed the Board the project is nearing its 5-year mark and materials are low. Mr. Krepps informed the Board that after the Airport is completed there will be about 22,000 ft of materials left. Mr. Krepps informed the Board there



are some 12- and 8-inch lines with the majority of 20,000 ft being 6-inch line. Mr. Krepps informed the Board there is plenty of brass left. Utility Director Smith informed the Board she's trying to find a grant to purchase the materials.

Mr. Krepps informed the Board there are 4 lift stations down with plumbing on inside being bad and one is a force issue.

**Office Reports:**

Mrs. Merritt informed the Board 97 meters were disconnected for nonpayment and there are still 17 off. There was discussion of state program funds being decreased and LIHWAP ending in March 2024.

**Director's Report:**

Utility Director Smith informed the Board a new utility tech had been hired and he's been doing well. Utility Director Smith informed the Board Justin can probably get training done within another week and return to the power plant. Utility Director Smith informed the Board a part time employee that had been hired for the office is going to become a full-time employee so Cathy can be utilized to help her out more and with the move to the community center there's a lot that must be gone through.

Utility Director Smith informed the Board the audit for DCSD #1 was released and City Attorney Chidister is in communication with the USDA attorney on the process of moving forward with getting a board together so the sewer district can be handed back to them. Utility Director Smith informed the Board that the City will give the sewer district assistance in taking control back over once a board has been established.

Utility Director Smith informed the Board the gathering of data for the new software Edmonds GovTech has been going good. Utility Director Smith informed the Board monthly meetings are being held to ensure we are giving them everything they need to build the system and hopefully it will be going live in April of 2024. Utility Director Smith informed the Board with the move to the community center being in May we would like to have a full month of operating the new software before moving.

Utility Director Smith informed the Board the remodeling of the community center is progressing with offices being framed and planned out then a rain delay had interrupted the working on the roof. Utility Director Smith informed the Board the floors should be getting laid out soon.

Utility Director Smith informed the Board with the upcoming Thanksgiving and Christmas holidays the regular scheduled board meeting will be scheduled around the first week or so of December and she will get back to everyone to determine a date.

Board Member Loughary inquired of the status on the equipment replacement rotation list. Utility Director Smith informed the Board there is a list MIRMA scheduled of all the equipment so she will be getting with Mr. Krepps and Mr. Jenkins to get that list prepared.

With nothing further to discuss a motion to Adjourn the Regular BPW Session Meeting of October 30, 2023 was entertained.

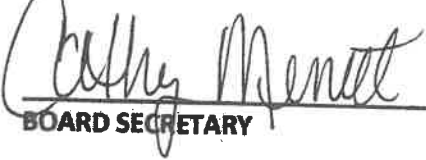
**MOTION:** By Mrs. Loughary to Adjourn the Regular BPW Session Meeting of October 30, 2023 @ 5:16P.M.

**SECOND:** By Mrs. Stone.

**MOTION PASSED**

Adjourned Regular Session at 5:16 P.M. on October 30, 2023.

ATTEST:

  
BOARD SECRETARY

  
BOARD PRESIDENT

## Municipal Division Summary Reporting

### 35th Judicial Circuit - Dunklin County - Malden Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
December	2023	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>	<b>Mailing Address:</b>	<b>Vendor</b>
201 S Madison Malden, MO 63863	201 S. Madison Malden, MO 63863	Manual
<b>Telephone Number:</b>	<b>Fax Number:</b>	
(573) 276-4214		
<b>Prepared by:</b>	<b>Prepared by E-mail Address:</b>	<b>Municipal Judge(s) Active During Reporting Period:</b>
Debbie Brown	debbie.j.brown@courts.mo.gov	John Welch

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		21	70	0
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		21	70	0
E. Trial de Novo and / or appeal applications filed		0	0	0

## Municipal Division Summary Reporting

<b>Court Information</b>	<b>Municipality: 35th Judicial Circuit - Dunklin County - Malden Municipal Division</b>	<b>Reporting Period: December - 2023</b>
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	0	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	3	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	97		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$50.00
Clerk Fee – Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
<b>Total Excess Revenue</b>	<b>\$50.00</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$0.00
Clerk Fee – Other	\$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
<b>Total Other Revenue</b>	<b>\$0.00</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.</b>	
<b>Total Other Disbursements</b>	<b>\$0.00</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$50.00</b>
Bond Refunds	\$0.00
<b>Total Disbursements</b>	<b>\$50.00</b>

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: Malden Municipal	Reporting Period: Dec 1, 2023 - Dec 28, 2023	
Mailing Address: 201 S MADISON, MALDEN, MO 63863				
Physical Address: 201 S MADISON, MALDEN, MO 63863			County: Dunklin County	Circuit: 35
Telephone Number: (573)2764214		Fax Number:		
Prepared by: DEBBIE BROWN		E-mail Address:		
Municipal Judge:				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		3	56	81
B. Cases (citations/informations) filed		0	17	15
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	2
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	0	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		0	3	2
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	70	94
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	4	1. # Issued during period		0
2. # Served/withdrawn during reporting period	2	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	51			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Malden Municipal	Reporting Period: Dec 1, 2023 - Dec 28, 2023
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### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$217.00	Court Automation	\$64.28
Clerk Fee - Excess Revenue	\$37.09	<b>Total Other Disbursements</b>	\$64.28
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$1.14	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$930.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
<b>Total Excess Revenue</b>	\$255.23	<b>Total Disbursements</b>	\$930.00
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$438.50		
Clerk Fee - Other	\$73.09		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$9.18		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$65.47		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$2.25		
Law Enforcement Training (LET) Fund surcharge	\$22.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	\$610.49		

# MIRMA

Missouri's Municipal Trust

## Newsletter

JANUARY, 2024

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## Learn the Easy Way

By: Kelly Beets



It seems every few years the topic of the Transitional Duty or Light Duty program comes up. Mostly because of staff turnover in cities and new members, along with the sticker shock of this point item on the annual evaluation. The point value for the Transitional Duty Program is worth 100 points. A few reasons why the Transitional Duty Program/Light Duty Program is worth 100 points are: only 50% of workers who are out for 3-6 months return to work. If an employee is out for a year, only 25% return to work and if the employee is out for two years, only 1% return to work.

A Light-Duty/Transitional Duty Program is when you have an injured worker who has restrictions. You accommodate those restrictions by offering them some restricted duty that meets those restrictions. Some call this program a return-to-work program because the ultimate goal is to get the employee back to his or her normal position.

There are several benefits to having a Transitional Duty Program/Light Duty Program. One of the benefits is getting the employee back to work and not focusing on his or her injury. A positive mindset helps speed up recovery. This program will also lower the likelihood of an award for Permanent Partial Disability (PPD). It reduces turnover by keeping employees engaged and prevents the need to hire a replacement and can also discourage fraudulent claims along with improving the members' annual assessment cost.

Also, the Missouri Division of Workers' Compensation encourages employers to provide Transitional Duty/Light Duty Programs whenever possible.

Below are a few key items for the employee and the employer:

### Employee-

- Report injury promptly.
- Provide the supervisor with updated medical information.
- Attend routine follow-up medical appointments.
- Participate in the return-to-work process.
- Communicate any issues with the return-to-work program.

### Employer-

- Have the supervisor reach out to the injured employee.
- Listen to the employee and identify employee needs or expectations.
- Review company return-to-work policy.
- Review light duty return-to-work policy.
- Review all safety policies.
- Provide physicians with a job description or essential functions of the job.
- Follow up with all parties consistently.







# Renewal Questionnaires Due

By: Jenne Auck

Renewal Questionnaires were sent to the membership on Tuesday, December 19th, through Origami. Each member's official and alternate representative should have received an email from "Terri Crane" at [notifications@origamirisk.com](mailto:notifications@origamirisk.com) which included a link to the renewal in Origami, as well as an email earlier that day from Terri which included additional information, helpful tips and a renewal questionnaire guide for use in completing the information. An additional information email was sent by Jenne Auck on January 3<sup>rd</sup>, regarding some quirks within Origami.

Please remember the renewal information must be completed by **January 30, 2024**. Until all sections of the renewal are completed, you will receive weekly email reminders through Origami. Please contact Terri Crane ([tcrane@mirma.org](mailto:tcrane@mirma.org)) or Jenne Auck ([jauck@mirma.org](mailto:jauck@mirma.org)) with any issues or questions.

Below are some tips and information for use in completing the renewal process:

1. To view your schedules and/or export them to an excel spreadsheet, please see the Origami Tip of the Month in this newsletter!
2. The schedules (vehicle, property, heavy equipment, and payroll) may give you an error message when you click on "Save as Completed." If this happens, please just email Terri or Jenne to let them know it is completed.
3. Reassigning portions of the renewal within Origami – emails should be working now.
4. If you answer yes to either of the dam questions, or you have a concentration of vehicles at one location valued over \$1 million, **please note the additional information** that needs to be added or uploaded.
5. If you have finalized your renewal items and submitted them for review, but then realize you need to make an additional change, let us know and we can send the items back to you.
6. On the required information on the schedules, it is ok to use an answer of "0" if that is what makes sense. Example: for a generator, the number of stories would be "0".



## FYI - Standard Mileage Rate for 2024

By: Jenne Auck

The IRS has announced the optional standard mileage rates to use for business, charitable, medical, or moving purposes. These new rates, effective January 1, 2024, are:

- 67 cents per mile for business miles driven
- 21 cents per mile for medical or moving purposes
- 14 cents per mile driven in service of charitable organizations

The rate for business miles is increasing 1.5 cents from the end of 2023, while the rate for medical or moving purposes is decreasing 1 cent, and service in charitable organizations will remain unchanged from the end of 2023. To find this information and other changes for 2024, visit the IRS website at [www.irs.gov](http://www.irs.gov).







# MIRMA HEALTH

*Forges Into 2024!*

By: Steve Brown

As the calendar turned a new page on January 1<sup>st</sup>, MIRMA Health completed its fourth calendar year of operating our health pool. These years have seen us grow in number of members, number of covered employees and total covered lives, growth in financial surplus and expansion of basic benefits and program enhancements.

The pool during these years has welcomed 39 members, retaining all but nine. We have now had four new members electing to join on January 1<sup>st</sup>, taking our member count to 34 for the new year.

The financial success of the pool has been evident in that since the establishment of our base rates that were in place during 2020, MIRMA Health had a base rate increase of 4.2% for 2021, 5% for 2022, 8% for 2023, and saw the base rate change of zero announced for 2024. Starting with funding of less than \$100, the total dedicated surplus and unencumbered surplus as of year-end 2023 totaled above mid-seven figures.

The MIRMA Health Board announced during the fall of 2023 that the first return of surplus to the members would take place in January 2024 for those members who were still active members as of January 1, 2024, and had joined the pool prior to January 1, 2023. It is hoped that with the continued financial results matching past performance that the Board will be able to continue considering and approving these distributions during the years to come.

During each year MIRMA Health has reviewed suggestions from staff, members and from participants to enhance the benefits made available under the plans. This includes:

- Offering an Employee Assistance Program (EAP) to all enrolled employees and family members.
- Offering a Wellness Incentive Program to all locations with on-site health assessments and biometric screenings to enrolled employees and enrolled spouses.
- Expanding the services
  - covered during an annual wellness exam,
  - covered under an office visit co-pay at the doctor's office,
  - covered for annual colonoscopies and mammograms to allow for earlier ages and encouraging annual screenings.
- Taking a proactive approach to the area of weight management in order to reduce chronic conditions. This includes the addition of covering the gastric bypass procedure and as of January 2024 allowing for the coverage of FDA approved weight loss medications, with this newest decision placing us at the forefront of most group medical plans in the country.

MIRMA Health's goals continue to be providing a comprehensive menu of benefit options at competitive premiums, offering dedicated service by MIRMA Health staff and our contracted partner providers, having the widest possible network of hospitals, doctors and other medical professionals throughout the state so that we can be the best medical plan option for Missouri municipalities and to allow member municipalities to offer their employees a comprehensive employee benefit program.





# WELCOME VALLEY PARK

By: Matthew Brodersen



Please join me in welcoming the City of Valley Park as the 97<sup>th</sup> member of the Association effective January 1<sup>st</sup>. Valley Park is located in west St. Louis County along the banks and bluffs of the Meramec River and I-44. The

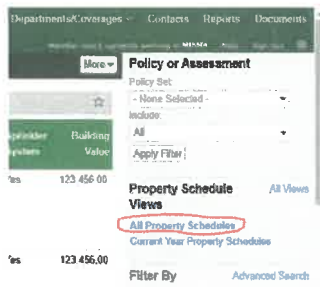
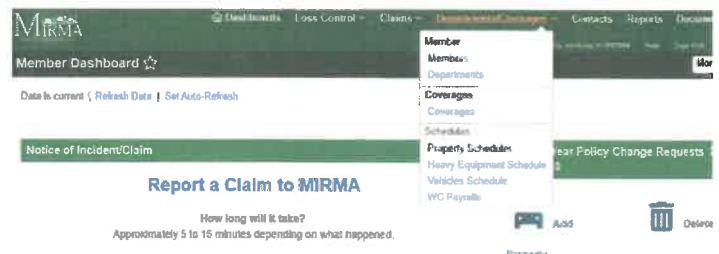


Hotel circa 1904

City was officially incorporated in 1917 but had its beginning as a place for city dwellers from St. Louis to come and play and relax at the summer resorts and clubhouses in the late 1880's. The City provides administration, parks, and public works to its 6,885 residents.

## Origami Tip of the Month

Viewing your schedules in Excel will likely be helpful during the renewal! To view any of your schedules (property, heavy equipment, vehicles, or even payroll), you must first be logged into your Origami account (you will not be able to do this while using the Renewal link). Hover over the Departments/Coverages tab in your top menu bar, and then select the desired schedule.



Once you have selected your desired schedule, it will pull up your schedule for the current coverage year. If you would like to see your property schedule for the upcoming fiscal year (which starts July 1<sup>st</sup>), then select All Property Schedules from the menu bar on the right side of the screen under "Property Schedule Views" or select All Views

And then you can select the Upcoming Year Property Schedule. The upcoming year property schedule has an inflation factor of 5.2% applied to the Building/Structure Value.



To download any schedule into an Excel format, go to the More button in the top right and select Export to Excel.





## LOSS CONTROL TIP OF THE MONTH

### Police Officer Due Process – Statute 590.502

By: Patrick Bonnot

The following is a digested form of Missouri Statute 590.502 also known as the Peace Officer Bill of Rights. Please consult the actual statute for more details. Also, we have included a couple of additional resources from Lauber Municipal Law including the Peace Officer Bill of Rights Checklist as well as a Garrity form.

“Whenever a law enforcement officer is under administrative investigation or is subjected to administrative questioning that the officer reasonably believes could lead to

1. Disciplinary action,
2. Demotion,
3. Dismissal,
4. Transfer,
5. or placement on a status that could lead to economic loss” (any economic loss including, but not limited to, loss of overtime accrual, overtime income, sick time accrual, sick time, secondary employment income, holiday pay, and vacation pay as defined in RsMO 590.502).

The investigation or questioning SHALL be conducted,” as set forth under the bill. The officer SHALL be informed, in writing and provided 24 hours before questioning, of the existence and nature of the complaint and who will be conducting the investigation. All personal identifying information SHALL be held confidential by the investigating agency including those making the written complaint whether within the agency or not. Questioning SHALL be conducted for a reasonable length of time and only while the officer is on duty unless reasonable circumstances exist. Unless the officer consents to another location, questioning should be done at the location of the investigating agency or where the officer reports to work. Law enforcement officers SHALL be questioned by up to two investigators and SHALL be informed of the name, rank, and command of the investigator or investigators conducting the investigation; except that, separate investigators SHALL be assigned to investigate alleged department policy violations and alleged criminal violations. Interview sessions SHALL be for a reasonable period of time and SHALL allow for such personal necessities and rest periods. Officers SHALL be read Garrity and advised that the officer's answers to the questions will not be used against the officer in criminal proceedings. The police officer, during questioning, SHALL be allowed to confer with a legal representative so long as the communication does not disrupt or interfere with the interview and SHALL have access to the complaint before the interview occurs. Investigations SHALL be completed within 90 days of the incident but if the investigation also involves criminal activity, there is no cap on the number of extensions of additional sixty-day increments of time for investigation. Investigations without criminal activity can be extended by sixty days, twice, if good cause is shown for a delay. At the conclusion of the investigation the results and recommendation SHALL be made in writing, including discipline actions.

Key Tips for operating under the newer state law:

- Disciplinary action could mean as little as a verbal reprimand...
- “Whenever a law enforcement officer is under administrative investigation or is subjected to administrative questioning that the officer reasonably believes could lead to...” in this case, we need to be cognizant of what the officer might believe is taking place. Again, this belief needs to be “reasonable,” but that could be a moving target of sorts. The intentions of the employer may not include taking some sort of employment action against the officer but if the officer believes that to be the case and this belief is “reasonable,” the city could be wading into a problem area moving forward.
- Cities should also follow their personnel manual as it pertains to whatever else may be at play. If you have a drug/alcohol issue, both the drug and alcohol policy should be followed as well as making sure that the officer's due process rights are not violated.

Stay tuned next month for interesting information as it pertains to one agency obtaining the information from an investigation being transferred to another for the purpose of hiring.



# To Attorney or Not To Attorney

By: Matthew Brodersen

The Missouri Workers' Compensation System is a series of State mandated benefits that are overseen by the Division of Workers' Compensation to ensure that employees in Missouri are treated per the statute following a compensable workplace injury.

The system is designed so that Workers' Compensation judges protect the rights of employees, so the employees are not required to share their state mandated benefits with legal counsel. Ironically, employers or insurers are required to have legal counsel when dealing with the State. Glenn recently received an email from one of our work comp attorneys about Gina that we thought was worth sharing.

Glenn wrote "This letter struck me ... while we have heard before that the IW (injured worker) believes they have been "taken care of" by you and have no complaints, I do not recall a judge not being able to raise anything that would give them even a 1% reason to delay or even deny settlement. Thank you, Gina ... well done!"

Our attorney wrote "Judge Fischer is often very skeptical of approving settlements and questioned the claimant several times as to whether he would like to proceed with settlement. Because the claimant has received all of his rights including payment of medical treatment, mileage and lost time, there were no issues that the Judge could raise that would prevent settlement. The claimant advised that he feels as though as he has been taken care of and was comfortable with moving forward with the settlement as agreed upon. The Judge then advised that she would agree to settle the matter and will be providing us with a copy of the approved stipulation in the near future."

So really, all those lawyers advertising on television talking about how without a lawyer the injured worker will get cheated, have apparently never dealt with a self-insurance pool that was created to take care of their members and their member's employees, or, to quote our coverage counsel, perhaps they are not constrained by the truth.



## MIRMA HEALTH WELCOMES 4 NEW MEMBERS!

By: Steve Brown

Chillicothe, a member of traditional MIRMA since July 2002, has elected to join MIRMA Health effective January 1<sup>st</sup>. As a dominant trade center for North Central Missouri, Chillicothe boasts both commercial and agricultural businesses that draw customers from a wide area and also serves as the county seat for Livingston County. The City's staff of more than 75 people serve over 9,000 citizens with essential services. By joining MIRMA Health, both the City and Chillicothe Municipal Utilities (CMU) provide employees with the MIRMA Health program under their employee benefits package.

Hamilton, a member of traditional MIRMA since July 2017, has elected to join MIRMA Health effective January 1<sup>st</sup>. A farming community located in Caldwell County, the City is also known for being the hometown of J.C. Penney and now has a number of businesses that support the quilting hobby. The City has a staff of 10 to serve Hamilton's population of over 1,700.

Holts Summit, a member of traditional MIRMA since April 2011, is located in Callaway County, and has elected to join MIRMA Health effective January 1<sup>st</sup>. Holts Summit was established many years ago but only formally incorporated in 1973. Located seven miles Northeast of Jefferson City, a number of citizens commute to the state capital city for employment. The City is also part of the wine producing area of Missouri. City staff of almost 25 are serving the citizens of Holts Summit with needed services.

REJIS, located in the City of St. Louis, has elected to join MIRMA Health effective January 1<sup>st</sup>. This municipality was jointly formed by the City of St. Louis and St. Louis County, and serves the entire St. Louis metropolitan area's police jurisdictions, prosecutors, courts, correctional institutions and probation and parole agencies at the Federal, State, county and local levels with sophisticated data services in the areas of vehicles, arrests, reports, criminal histories and other needed information to allow these entities to serve the public. REJIS has a staff of more than 100 to provide these services to the agencies in the area. With the addition of these members, MIRMA Health's current membership has grown to 34!



## Claims Corner

By: Glenn Price

Over the past couple of years, we've been able to jump into some unique and difficult claims, to say the least, and confirm that there was no negligence on the member, or at least put MIRMA in the best position to defend the member. While the information certainly plays a key role, I doubt that the information would have been available or as readily available if two things did not take place: timely notification and quick and thorough claims investigation. The former certainly allows for the latter.

Timely notification to MIRMA about claims is important. Memories fade. Information gets misplaced or lost. Physical evidence in the field can literally disappear. Timeliness is key! One claim that comes to mind about this is an auto accident involving a police officer running code through an intersection. He was t-boned in that intersection, and the claimant initially alleged he had full control of the intersection. Sometimes the information initially received is not positive.

The member notified MIRMA well within 24 hours. An investigation was immediately performed – information requested – information received – accident reconstructionist retained. Five days after the incident, the claimant retained an attorney. The accident reconstructionist had all of the reports from the event, data from the vehicles downloaded, and the physical site inspected within 45 days of the original incident (claimant attorneys can cause wasted time in an investigation). Based on all of the information, our reconstructionist concluded that “the accident was caused by the claimant being inattentive and failing to yield the right-of-way to the police cruiser.” Clearly an expert opinion we desire.

Likewise, another claim arose where the claimant alleged that the member's storm drainage system caused the ground under her pool to collapse, causing the in-ground pool to collapse into the hole. After prompt reporting, an investigation was performed. Scads of information were collected, and another engineer was retained to confirm the cause of the ground collapse. After thoroughly pouring over all of the information and visiting the site, the engineer was able to conclude that there was a leak in the pool “that caused the erosion that damaged the storm pipe and ultimately destroyed the pool.” We denied the liability of the claim.

Prompt reporting and quick, thorough investigations go together like a grilled PB&DC sandwich (Peanut Butter and Dark Chocolate - [Check this dream sandwich out!!](#)). They're intriguing, filling, and oh so satisfying. If you have any questions about this article, claims in general, or my deft culinary skills, please call me at the office, or email me at [gprice@mirma.org](mailto:gprice@mirma.org).

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## CALENDAR OF EVENTS

<b>January 26, 2024:</b>	<b>MIRMA Board of Directors Meeting:</b> Held at <b>MPUA Office, 2200 Maguire Blvd., Columbia, 10:00 AM</b>
<b>May 9, 2024:</b>	<b>MIRMA Board of Directors Meeting:</b> Held at <b>MPUA Office, 2200 Maguire Blvd., Columbia, 10:00 AM</b>
<b>July 24-26, 2024:</b>	<b>MIRMA Annual Meeting:</b> Held at the <b>Margaritaville Lake Resort, Lake Ozark</b>





## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

### MEMORANDUM

*(Confidential & Privileged)*

To: FILE  
From: Todd T. Smith  
Date: 6/28/22  
Re: Officers' Bill of Rights Checklist

#### NOTES ON USE

This checklist and accompanying forms are designed to help Missouri law enforcement agencies comply with 590.502, RSMo., which provides a procedure for non-criminal investigations of law enforcement officers. Such investigations may be termed internal affairs, disciplinary, or policy, but are referred to in the statute as administrative investigations. Agencies should be aware that this procedure is not ideal if the officer is suspected of criminal activity because incriminating comments made during administrative questioning cannot be used in any way to prosecute the officer. Agencies should also note that those filing complaints are not normally entitled to know the outcome of the administrative investigation.

As used herein, "the officer" is the law enforcement officer being investigated, "the agency" is the department the officer works for, and "the investigator(s)" is the individual(s) conducting the administrative investigation.

- ☐ 1. A complaint against an officer, either from outside the department or from within, must be in the form of a written statement and include the name, D.O.B., S.S.N., and contact information of the person making the complaint.
- ☐ 2. The officer must be provided a copy of the complaint and written notice (Use Notice of Administrative Investigation Form) listing the nature of the alleged misconduct and the names of the investigator(s) who will be conducting the interview at least 24 hours prior to any interview.
- ☐ 3. When an officer is interviewed, the questioning must be done in a reasonable amount of time and while officer is on duty unless circumstances dictate otherwise.
- ☐ 4. Interviews of officers should be done at the police station unless the officer consents to a different location.
- ☐ 5. Officers shall be interviewed by no more than two investigators and shall be informed of the name, rank, and command of the investigator(s). If there is a criminal investigation along with an administrative investigation, those must be separate and cannot be conducted by the same investigator(s).

- ☐ 6. Interview length shall be reasonable with breaks as needed.
- ☐ 7. The officer must be given the *Garrity* warning prior to questioning (Use *Garrity* form) stating that the officer has been ordered to answer questions under threat of disciplinary action, but those statements cannot be used to prosecute the officer.
- ☐ 8. The officer may not be threatened, harassed, or promised rewards during the interview but the officer can be disciplined or terminated for refusing to answer questions in the interview. The officer always has the right to remain silent in any criminal proceeding.
- ☐ 9. Law enforcement officers under investigation may have an attorney present during questioning if they believe disciplinary action may result. The attorney may confer with officer but not “unduly disrupt or interfere” with the interview. If the officer starts the interview without an attorney, and then during questioning requests an attorney, the interview is suspended for up to 24 hours.
- ☐ 10. The officer’s attorney is entitled to review the complaint in Step 1 prior to the interview.
- ☐ 11. The department has 90 days to complete the investigation. 60-day extensions may be given for good cause by any person or group authorized by the department to make final decisions on appeals of disciplinary actions (small departments typically do not have such authorization, in which case no extensions can be granted). A maximum of 2 extensions per investigation will be given. There is no limit on the number of extensions that can be granted for an ongoing criminal investigation.
- ☐ 12. Upon concluding investigation, the investigator has 5 days to inform the officer in writing of investigative findings, recommendation, and discipline.
- ☐ 13. Upon request, a complete investigation file, including any audio/video recordings, must be provided to the officer or to their representation within 5 business days. The Department may obtain a protective court order to redact witness information.
- ☐ 14. All records of the administrative investigation are strictly confidential and are not subject to disclosure under the Sunshine Law. Those records can be released with the officer’s approval, by lawful subpoena or court order, or as needed to notify the Director of the Missouri Department of Public Safety that the officer is no longer part of the Department.



## LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

### Garrity Form for Administrative Interview

“Under Missouri law, prior to any interview session as part of an administrative investigation, law enforcement officers are entitled to be given a *Garrity* warning and to have an attorney present during any questioning. The *Garrity* warning gives the law enforcement officer notice that if ordered to answer questions under threat of disciplinary action, those answers will NOT be used against you in any aspect of a criminal case brought against you.”

By signing below, you acknowledge that you have been provided this information and that you understand it.

Officer Name: \_\_\_\_\_ Badge/DSN \_\_\_\_\_

Interviewer Name: \_\_\_\_\_ Badge/DSN \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: \_\_\_\_\_

Copy to (circle one): Officer

Investigator

Agency File