



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, July 18, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Conducted in Work Session

Pledge of Allegiance: Conducted in Work Session

Roll Call:

Approval of Minutes: None

Approval of Agenda:

Reports from Standing Committees:

Finance Committee: Colvin

Public Safety Committee: Eric Brown

Utilities Committee: Keel

Parks and Recreation: Chris Brown

Public Works Committee: Hardy

Buildings and Properties: Tapley

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: June 2022

Proclamation:

1. Ronnie Betts

Unfinished Business:

1. Ordinance 2022-23: An Ordinance to Sell and Declare Real Property No Longer Needed for Public Use and Convey to Alexander City Theatre II, Inc. (a/k/a ACT II)

New Business:

1. Resolution 22-78: A Resolution to Authorize the Mayor to Execute the First Amendment to the Project Agreement with Alex City Development, Inc. in Relation to Property Located at the Corner of HWY 280 and HWY 63S

2. Resolution 22-79: A Resolution to Authorize the Mayor to Execute a First Amendment to the Wicker Point Development Agreement

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:

PROCLAMATION

WHEREAS: Mr. Ronnie Jefferson Betts was a life-long resident of Alexander City, born to his parents Nerie Jefferson Betts and Alice Laverne Caldwell Betts on October 5, 1946; and

WHEREAS: He and his wife, Darlene had one daughter, Twila Betts Gordon, two sons Jeffrey Todd Betts and Nicholas Betts; and

WHEREAS: Mr. Betts was a member of Hillabee Baptist Church where he sang in the choir and served as chairman of the Buildings and Grounds Committee; and

WHEREAS: In 1974, Mr. Betts joined Alexander City Fire Department holding various positions and became Fire Chief in 2002. Mr. Betts retired as Fire Chief in 2008; and


WHEREAS: Mr. Betts hosted the Sunday Morning Gospel Jubilee on Kowaliga Country and Gospel Heritage Video on WAXC-TV. He had a deep love for everyone he met and loved spreading to good news of his savior, Jesus Christ; and

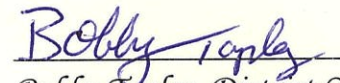
WHEREAS: Mr. Betts was well known and an advocate for the City within the community and a servant to those who just needed a great friend to talk with; and

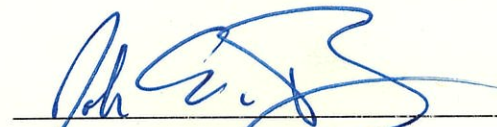
NOW THEREFORE, let it be known, that the City of Alexander City knows the deep loss of such an upstanding citizen and wants to share in your sorrow but recognize that the Lord has accepted into His presence His good and faithful servant.



Reese McAlister, Fire Chief

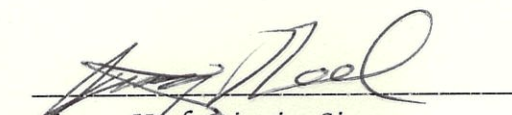

Audrey Colvin, Council President



Scotty Hardy, President Pro Tempore


Bobby Tapley, District One


John Eric Brown, District Four


Chris Brown, District Five


Jimmy Keel, District Six


Curtis W. Baird, Mayor



ORDINANCE NO. 2022-23

An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey to Alexander City Theatre II, Inc. (a/k/a ACT II)

WHEREAS, the City of Alexander City (“the City”) is no longer utilizing the property located on 264 Tallapoosa Street, Alexander City, Alabama; and

WHEREAS, It is hereby established and declared that the following described property known as the “Bama Theatre” owned by the City of Alexander City, Alabama, is no longer needed for municipal or public purposes, to-wit:

A certain lot and improvements thereon located in Alexander City, Alabama known and described as follows:

Beginning at a point where the South right-of-way line or margin of Tallapoosa Street intersects the center of Franklin Street from this point run West along the South right-of-way or margin of Tallapoosa Street a distance of 184 feet to an iron corner which is the point of beginning of said land herein described. From this point of beginning, continue West along the South right-of-way or margin of Tallapoosa Street a distance of 60.6 feet to a corner, thence run South 163.5 feet to a corner, thence run East 62.5 feet to corner, thence North 164.7 feet to the point of beginning. All said land is situated in Section 34, Township 23, Range 21, Tallapoosa County, Alabama, and is a part of the same property described in and conveyed by deed of C.L. Harlan, A.L. Phillips, and wife, to Wade C. Lamberth dated March 25, 1947, recorded in Deed Record Volume 75, Page 250, Probate Office of Tallapoosa County, Alabama, and being known as Wade C. Lamberth’s Bama Theatre property.

PRIOR DEED REFERENCE: Recorded on Card #135558 on October 19, 1998 in the Office of the Judge of Probate of Tallapoosa County, Alabama.

WHEREAS, the property and improvements thereon are currently leased to Alexander City Theatre II, Inc. for twenty-one (21) years and is exclusively used by Alexander City Theatre II, Inc.; and

WHEREAS, Alexander City Theatre II, Inc. provides artistic and theatrical performances available to all citizens of Alexander City; and

WHEREAS, the City does not presently use the property and it is not needed for municipal or public purposes; and

WHEREAS, Alexander City Theatre II, Inc. desires to own said property to continue and to expand the property’s use for art and entertainment purposes.

NOW THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1. Pursuant to Ala. Code §11-47-20 (1975, as amended), the Council of the City of Alexander City does find that the above described property is currently not used by the City nor needed for municipal or public purposes.

SECTION 2. That Alexander City Theatre II, Inc. desires to take ownership of the property and to continue to use the property as a venue to promote art and entertainment which will benefit the citizens of the City and surrounding communities.

SECTION 3. The Mayor and the City Clerk be, and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Alexander City, a statutory warranty deed whereby the City of Alexander City does convey the property described above to Alexander City Theatre II, Inc.

Ordinance 2022-23

ADOPTED AND APPROVED this 18th day of July 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-23** which was adopted by the City Council on this 18th day of July 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of July 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

Resolution: 22-78

RESOLUTION NO. 22-78

A Resolution to Authorize the Mayor to Execute the First Amendment to the Development Agreement with Alex City Development, Inc. in Relation to Property Located at the Corner of HWY 280 and HWY 63S

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute the First Amendment to the Development Agreement, Exhibit A, with Alex City Development, Inc.

ADOPTED AND APPROVED this 18th of July 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-78** which was adopted by the City Council on this 18th of July 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th of July 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT (this "Amendment") is made effective as of July ____, 2022 by and between (i) CITY OF ALEXANDER CITY, ALABAMA (the "**City**"), and (ii) ALEX CITY DEVELOPMENT, LLC, an Alabama limited liability company (the "**Developer**"). The City and the Developer are sometimes referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into a certain Project Agreement dated as of June 8, 2021 (as amended from time to time, the "Agreement") relating to the Property; and

WHEREAS, the City and the Developer desire to modify the terms and provisions of the Agreement in order to extend the Completion Date by three-hundred-and-sixty-five (365) days.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Capitalized Terms. Any capitalized term used in this Amendment shall have the same meaning given to such terms in the Agreement unless otherwise specifically provided or unless the context indicates otherwise.

2. Conflict. In the event of any conflict or ambiguity between the terms of this Amendment and the terms of the Agreement, this Amendment shall control to the extent of such conflict or ambiguity.

3. Section 2.1(g). Section 2.1(g) is hereby deleted in its entirety and replaced with the following:

g) In the event Developer has not obtained a certificate of occupancy for the Initial Phase and opened the same to the public for business on or before December 31, 2024, then the City shall have the option to terminate this Agreement prior to Developer thereafter obtaining a certificate of occupancy for the Initial Phase and opening the same to the public for business, upon which termination the City shall have no further obligation to Developer hereunder.

4. Section 3.5(d). Section 3.5(d) is hereby deleted in its entirety and replaced with the following:

d) Notwithstanding any other provision of this Agreement, prior to the Completion Date, the City may terminate this Agreement immediately upon receipt of formal notice that Developer no longer has the intent of undertaking the Project at the Project Site or if Developer has not acquired fee simple title to the Project Site within thirty (30) months of the execution of this Agreement.

5. Ratification. Except as expressly modified hereby, the Agreement shall remain unamended and in full force and effect and is hereby ratified and confirmed by the Parties hereto.

6. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or photocopies of signatures may be accepted as originals.

7. Defined Terms. Terms not defined herein shall carry the definitions ascribed to such terms in the Agreement.

[Signature pages follows this page]

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Amendment all as of the set forth on the following signature pages.

CITY:

CITY OF ALEXANDER CITY,
ALABAMA, a municipal corporation under
the laws of the State of Alabama

By: _____
Name: Curtis W. Baird
Its: Mayor

DEVELOPER:

ALEX CITY DEVELOPMENT, LLC,
an Alabama limited liability company

By: _____
Name:
Its: _____

RESOLUTION NO. 22-79

A Resolution to Authorize the Mayor to Execute a First Amendment to the Wicker Point Development Agreement

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute the First Amendment to Wicker Point Development Agreement with the Russell Lands, Inc., Exhibit A, with Alex City Development, Inc.

ADOPTED AND APPROVED this 18th of July 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-79** which was adopted by the City Council on this 18th of July 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th of July 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**") is made effective this _____ day of _____, 2022 by and between the (i) CITY OF ALEXANDER CITY, ALABAMA (the "**City**"), and (ii) RUSSELL LANDS, INC, ("**Russell**"), an Alabama corporation, with its principal place of business in the State of Alabama.

WHEREAS, the Parties have entered into a certain Development Agreement dated as of March 2, 2021 (as amended from time to time, the "**Agreement**") relating to the Property; and

WHEREAS, the City and Russell desire to modify the terms and provisions of the Development Agreement to include Third Party Construction Sales and Use Taxes for Russell entities.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

- I. Section 4(c)(i) is hereby amended in its entirety and restated as follows:

Third Party Construction Sales and Use Taxes. The non-educational portion of City-levied sales and use taxes which are collected by the City from the sale of construction materials for residential and commercial elements of the Project built by both Russell and non-Russell entities ("**Construction Material Sales and Use Tax Collections**"). Unless otherwise agreed in writing by the parties, (1) during the first five (5) years from the date when Construction Material Sales and Use Tax Collections are first collected by the City (the "**Initial 5 Year Period**"), the City shall remit to Russell or its designee by the 15th of each month an amount equal to sixty seven percent (67%) of Construction Material Sales and Use Tax Collections collected by the City during the immediately preceding calendar month, and (2) following the Initial 5 Year Period, the City shall remit to Russell or its designee by the 15th of each month an amount equal to fifty percent (50%) of Construction Material Sales and Use Tax Collections collected by the City during the immediately preceding calendar month. The initial remittance from the City to Russell under this clause i shall not be due and payable until the month following the first month after sales and use taxes are collected on construction activities by third parties in the Project.

2. Ratification. Except as expressly modified hereby, the Agreement shall remain unamended and in full force and effect and is hereby ratified and confirmed by the Parties hereto.

3. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or photocopies of signatures may be accepted as originals.

4. Defined Terms. Terms not defined herein shall carry the definitions ascribed to such terms in the Agreement.

[Signature pages follows this page]

IN WITNESS WHEREOF, each party has caused this Amendment to be duly executed
as of _____, 2022.

City of Alexander City, Alabama
an Alabama Municipal Corporation

By: _____

Name: Curtis "Woody" Baird

Its: Mayor

Russell Lands, Incorporated:

By: _____

Thomas T. Lamberth

Its: President and CEO

(c) City Payment Sources. The City's obligation to make City Payments under this Agreement shall be a limited obligation of the City payable solely from or derived through collections by the City of non-educational sales taxes and non-educational ad valorem taxes from the following sources (the "City Payment Sources") and, further, in the amounts and manner set forth below:

- i. Third Party Construction Sales and Use Taxes. The non-educational portion of City-levied sales and use taxes collected by the City from the sale of construction materials for residential and commercial elements of the Project built by **non-Russell entities** ("Construction Material Sales and Use Tax Collections"). Unless otherwise agreed in writing by the parties, (1) during the first five (5) years from the date when Construction Material Sales and Use Tax Collections are first collected by the City (the "Initial 5 Year Period"), the City shall remit to Russell or its designee by the 15th of each month an amount equal to sixty seven percent (67%) of Construction Material Sales and Use Tax Collections collected by the City during the immediately preceding calendar month, and (2) following the Initial 5 Year Period, the City shall remit to Russell or its designee by the 15th of each month an amount equal to fifty percent (50%) of Construction Material Sales and Use Tax Collections collected by the City during the immediately preceding calendar month. The initial remittance from the City to Russell under this clause i shall not be due and payable until the month following the first month after sales and use taxes are collected on construction activities by third parties in the Project.
- ii. Sales Tax Abatement. Russell will apply to the State of Alabama for an abatement of non-educational State of Alabama and City sales and use tax on the purchases of taxable materials for the vertical construction and infrastructure improvements built by Russell (the "Abatement"). The City agrees to support the efforts of Russell in obtaining the Abatement. The amount of sales and use tax or other tax that, but for the Abatement, would have been owed to the City shall be deemed a "City Payment" and count against the total amount of City Payments due by the City under this Agreement.
- iii. Other Sales and Use Taxes. Of the non-educational portion of all sales and use taxes, business license taxes, and other taxes generated from taxable sales in any of the commercial or retail businesses located within the Project, including but not limited to the golf course and clubhouse, pro shop, and the Lake Club collected by the City ("Other City Taxes"), the City shall remit to Russell or its designee by the 15th of each month an amount equal to fifty percent (50%) of Other City Taxes collected during the immediately preceding calendar month.
- iv. Ad Valorem Tax Increase. During the period following completion of the



City of Alexander City Banking Statement Balances

	3/31/2022	4/30/2022	5/31/2022	6/30/2021	6/30/2022
BB&T					
BB&T - Economic Devel	107,423.23	97,424.05	97,424.88	107,415.19	97,424.88
River Bank					
Municipal Court Collect	458,558.47	472,265.88	476,487.17	342,696.96	474,691.28
Municipal Court Cash Bond Acct	8,310.96	10,311.36	11,311.84	5,050.47	11,312.31
Clearing Account	1,339,544.92	821,711.79	818,737.43	0.00	1,605,875.95
ACRIP	255.05	214,647.90	0.00	0.00	613,645.11
ACPR/Sportplex	260.00	126,569.02	3,185.00	0.00	93,859.87
Valley Bank					
#75 School Acct #10	49,515.21	52,877.73	56,315.75	79,064.32	56,330.30
Operating Reserves	1,716,048.13	1,716,739.32	1,711,380.54	11,097.29	1,665,422.31
Utility Deposit	463,118.17	467,084.90	477,804.32	147,202.11	491,122.00
Utility Collection	5,434,524.31	5,156,778.44	5,266,996.49	4,578,072.71	5,864,855.37
4 Cent Gas Tax	265,124.21	270,526.32	274,842.49	223,032.00	269,624.97
Golf Course	548,318.35	531,625.82	538,922.55	306,428.62	569,102.19
Airport Operations	53,843.18	18,899.80	34,312.86	194,930.25	92,870.23
Sales & Use Tax	30,365.91	157,885.36	259,879.65	397,113.18	372,991.98
Ala Trust Fund	19.85	137,639.55	137,686.19	303,208.27	137,721.76
Water Capital Improvement	258,646.12	352,470.72	352,590.17	204,023.96	357,316.61
General Operating	1,322,575.15	2,426,644.07	1,742,859.15	944,747.90	2,968,913.29
Rebuild Alabama	201,198.26	210,593.93	221,216.54	126,725.38	231,686.32
Wells Fargo					
WF - General Fund	2,141,447.50	2,142,139.69	2,142,312.20	2,137,526.78	214,354.69
State Gasoline Fund	994,753.83	1,001,360.09	1,008,432.10	958,425.10	1,015,678.72
Payroll Account 2	407,805.02	517,539.04	409,497.40	558,728.39	408,774.80
Motor Vehicle Tax	184,980.09	184,980.09	184,980.09	184,980.09	184,980.09

Total Balance @ period end \$15,986,635.92 \$17,088,714.87 \$16,227,174.81 \$11,810,468.97 \$17,798,555.03

General Operating Funds Breakdown:

Combined Balances 06/30/22: 17,798,555.03
 Less err marked funds: 6,577,143.64
 Less utility funds: 5,864,855.37
 Less Outstanding checks/payroll: 1,605,625.95
General Fund Available Funds: 3,750,930.07

Utility Fund Breakdown:

Combined Balances 06/30/22: 6,713,293.98
 Less err marked funds: 848,438.61
 Less Outstanding checks/payroll: 0.00
Utility Fund Available Funds: 5,864,855.37

**Note - Available funds shown do not include encumbered balances which are due and payable **



Financial Summary - AS of 06/30/2022

General Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Surplus/Deficit	% Available
Revenue						
Non-Departmental:	22,438,702.21	1,211,077.47	17,184,184.60	0.00	5,254,517.61	23.42%
Fire Revenue Totals:	1,528,600.00	37,695.38	1,217,133.41	0.00	311,466.59	20.38%
Police Revenue Totals:	65,550.00	140.00	37,242.11	0.00	28,307.89	43.19%
Public Works Revenue Totals:	1,165,000.00	1,753.94	1,080,259.72	0.00	84,740.28	7.27%
General Fund Total Revenue:	25,197,852.21	1,250,666.79	19,518,819.84	0.00	5,679,032.37	
Operating Expense						
Mayor's Office	142,825.00	10,688.73	103,393.24	535.00	38,896.76	27.23%
City Council	129,750.00	8,756.44	89,471.68	0.00	40,278.32	31.04%
City Clerk	476,500.00	38,536.21	319,538.31	8,371.93	327,910.24	68.82%
Finance & Accounting	329,300.00	18,929.16	224,682.65	0.00	104,617.35	31.77%
Community Development	467,300.00	24,493.73	267,304.94	61,612.62	138,382.44	29.61%
Personnel	77,050.00	6,295.95	58,931.81	90.00	18,028.19	23.40%
Information Technology	401,100.00	11,200.00	273,191.67	44,494.11	83,414.22	20.80%
General Government	2,421,489.00	48,735.61	1,152,376.61	265,444.20	1,003,668.19	41.45%
Municipal Complex	830,200.00	53,960.58	583,431.71	10,212.00	236,556.29	28.49%
Appro To Rec Sptplex Sales Tax	1,481,000.00	139,264.97	1,088,514.00	0.00	392,486.00	26.50%
Appro to Rec ACRIP Sales Tax	1,481,000.00	139,264.97	1,088,514.00	0.00	392,486.00	26.50%
Other Agency Appropriations	429,925.00	2,250.00	319,950.00	0.00	109,975.00	25.58%
AC Schools Appropriations	1,426,525.00	118.54	778,961.34	0.00	647,563.66	45.39%
General Utility	287,096.00	20,902.55	202,033.05	5,201.00	79,861.95	27.82%
Meter Readers	327,600.00	19,372.84	204,380.47	60.00	123,159.53	37.59%
Purchasing	195,300.00	13,370.32	141,479.59	1,672.03	52,148.38	26.70%
Fire Admin	1,299,129.40	86,203.48	884,813.71	14,659.17	399,656.52	30.76%
Fire Ambulance	211,600.00	8,112.54	159,930.82	26,718.45	24,950.73	11.79%
Fire Station 2	27,755.00	498.24	16,465.11	2,667.50	8,622.39	31.07%
Fire Suppression	2,841,915.60	190,462.59	1,958,313.78	19,537.20	864,064.62	30.40%
Fire Safety Dept	30,100.00	0.00	12,151.65	0.00	17,948.35	59.63%
Fire Capital Outlay	12,000.00	0.00	9,196.00	0.00	2,804.00	23.37%
Police	5,216,900.00	364,988.34	3,678,419.71	69,168.99	1,469,311.30	28.16%
Police Capital Outlay	4,150.00	0.00	0.00	0.00	4,150.00	100.00%
PW Recycling	53,150.00	3,078.64	38,235.93	6.08	14,907.99	28.05%
PW ES Waste Management	1,104,570.00	96,703.10	869,021.16	330.90	235,217.94	21.29%
PW ES Landfill	340,400.00	7,751.83	159,703.34	13,620.97	167,075.69	49.08%
PW FM Litter Crew	73,200.00	2,785.05	46,566.14	0.00	26,633.86	36.39%
Library	508,000.00	29,342.55	293,764.59	17,652.32	196,583.09	38.70%
PW Engineer	393,712.50	46,852.07	267,850.88	2,264.65	123,596.97	31.39%
PW FM Property Maintenance	541,090.00	38,882.33	404,969.54	12,742.98	123,377.48	22.80%
PW FM Building Maintenance	434,000.00	27,665.61	297,483.76	3,811.48	132,704.76	30.58%
PW Street Maintenance	538,820.00	41,417.74	451,783.26	12,695.55	74,341.19	13.80%
PW Auto/Equip Maintenance	549,250.00	33,349.64	417,149.94	3,004.62	129,095.44	23.50%
General Fund Expense Total:	25,083,702.50	1,534,234.35	16,861,974.39		7,804,474.84	31.11%

Financial Summary - AS of 06/30/2022

Gas Tax Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	261,900.00	3,277.89	220,635.55	0.00	41,264.45	15.76%
Total Revenue:	261,900.00	3,277.89	220,635.55	0.00	41,264.45	
Street Maintenance	55,193.26	0.00	61,874.44	27,130.00	-33,811.18	-61.26%
Capital Outlay (Renovation/Rehab)	156,238.83	0.00	0.00	0.00	156,238.83	100.00%
Expense Total:	211,432.09	0.00	61,874.44	27,130.00	122,427.65	57.90%

Parks and Recreation

Revenue

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Sales Tax Revenue	1,481,000.00	139,264.97	1,088,514.00	0.00	392,486.00	26.50%
Adult Sports	60,000.00	0.00	750.00	0.00	59,250.00	98.75%
Sportplex Youth Basketball	5,500.00	0.00	10,489.00	0.00	-4,989.00	-90.71%
Sportplex Youth FootB/Cheer	17,050.00	0.00	1,903.00	0.00	15,147.00	88.84%
Sportplex Base/Softball	0.00	0.00	52,600.00	0.00	-52,600.00	0.00%
Cooper Recreation	10,800.00	360.00	10,912.00	0.00	-112.00	-1.04%
Sportplex Admin	5,500.00	25.00	4,300.00	0.00	1,200.00	21.82%
Sportplex Reg/Local Events	3,300.00	0.00	5,155.00	0.00	-1,855.00	-56.21%
Swimming Pool-Facility Rental	26,300.00	16,600.00	19,420.00	0.00	6,880.00	26.16%
Sportplex Senior Program	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue:	1,609,450.00	156,249.97	1,194,043.00	0.00	415,407.00	25.81%

Expense

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Adult Sports	1,800.00	0.00	72.00	0.00	1,728.00	96.00%
Sportplex Youth Basketball	11,450.00	0.00	12,022.32	0.00	-572.32	-5.00%
Sportplex Youth FootB/Cheer	13,200.00	0.00	6,319.48	0.00	6,880.52	52.13%
Sportplex Base/Softball	45,850.00	1,612.42	27,816.12	145.94	17,887.94	39.01%
Cooper Recreation	268,011.00	17,090.60	217,494.76	4,422.19	46,094.05	17.20%
Sportplex Admin	1,164,450.00	83,197.73	764,513.44	26,906.44	373,030.12	32.03%
Sportplex Reg/Local Events	27,000.00	0.00	14,408.43	0.00	12,591.57	46.64%
Swimming Pool	69,900.00	23,726.78	33,489.20	5,113.54	31,297.26	44.77%
Sportplex Senior Program	96,850.00	4,400.91	48,546.82	0.00	48,303.18	49.87%
Expense Total:	1,698,511.00	130,028.44	1,124,682.57	36,588.11	537,240.32	31.63%

Financial Summary - AS of 06/30/2022

Nutrition

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	29,650.00	1,222.84	21,956.34	0.00	7,693.66	25.95%
Total Revenue:	29,650.00	1,222.84	21,956.34	0.00	7,693.66	
non-department	182,300.00	9,925.46	125,476.17	3,925.67	52,898.16	29.02%
Expense Total:	182,300.00	9,925.46	125,476.17	3,925.67	52,898.16	

Municipal Court

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	320,000.00	0.00	190,894.42	0.00	129,105.58	40.35%
Total Revenue:	320,000.00	0.00	190,894.42	0.00	129,105.58	
non-department	247,250.00	10,005.55	221,135.65	22,372.98	3,741.37	1.51%
Expense Total:	247,250.00	10,005.55	221,135.65	22,372.98	3,741.37	

Airport

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	365,000.00	12,392.50	262,173.08	0.00	102,826.92	28.17%
Total Revenue:	365,000.00	12,392.50	262,173.08	0.00	102,826.92	
non-department	429,950.00	79,546.73	406,900.03	7,073.58	15,976.39	3.72%
Grant Expenditures	0.00	0.00	112,232.42	267,346.66	0.00	
Expense Total:	429,950.00	79,546.73	519,132.45	274,420.24	15,976.39	

Water Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	6,527,385.00	1,051,763.64	5,810,974.92	0.00	716,410.08	10.98%
Total Revenue:	6,527,385.00	1,051,763.64	5,810,974.92	0.00	716,410.08	10.98%
Water Distribution	1,036,405.00	69,796.72	799,330.86	11,269.37	225,804.77	21.79%
Water Treatment Adams	2,501,050.00	98,327.49	1,515,959.18	453,797.24	531,293.58	21.24%
Water Capital	3,526,093.07	20,959.00	658,298.45	168,924.73	2,698,869.89	76.54%
Expense Total:	7,063,548.07	189,083.21	2,973,588.49	633,991.34	3,455,968.24	48.93%

Financial Summary - AS of 06/30/2022

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Sewer Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,872,000.00	928,096.10	4,615,257.37	0.00	-743,257.37	-19.20%
Total Revenue:	3,872,000.00	928,096.10	4,615,257.37	0.00	-743,257.37	
Sewer Maintenance	1,732,485.00	68,025.78	911,861.41	64,131.45	756,492.14	43.67%
WasteWaterTr Coley Creek	215,725.00	6,298.99	159,936.85	5,379.83	50,408.32	23.37%
WasteWaterTr Sugar Creek	1,758,600.00	86,522.26	1,245,141.08	94,656.99	418,801.93	23.81%
WasteWaterTr Other	181,150.00	6,398.55	114,869.18	33,079.95	33,200.87	18.33%
Sewer Capital	2,172,448.86	59,721.38	1,252,438.40	427,667.39	492,343.07	22.66%
Expense Total:	6,060,408.86	226,966.96	3,684,246.92	624,915.61	1,751,246.33	28.90%

Gas Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,501,950.00	516,325.68	3,999,634.66	0.00	-497,684.66	-14.21%
Total Revenue:	3,501,950.00	516,325.68	3,999,634.66	0.00	-497,684.66	
Gas System Maintenance	675,510.00	39,140.73	455,233.01	42,716.77	177,560.22	26.29%
Gas Capital	2,804,735.50	21,631.24	2,010,219.43	135,612.32	658,903.75	23.49%
Expense Total:	3,480,245.50	60,771.97	2,465,452.44	178,329.09	836,463.97	24.03%

Electric Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	14,106,000.00	2,524,648.05	12,459,745.44	0.00	1,646,254.56	11.67%
Total Revenue:	14,106,000.00	2,524,648.05	12,459,745.44	0.00	1,646,254.56	
Electric Systems Maintenance	1,540,150.00	110,374.67	1,098,945.99	77,940.83	363,263.18	23.59%
Electric Capital	12,761,700.81	122,240.14	7,214,874.86	672,543.49	4,874,282.46	38.19%
Expense Total:	14,301,850.81	232,614.81	8,313,820.85	750,484.32	5,237,545.64	36.62%

Golf Course

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	527,150.00	66,952.33	385,005.69	0.00	142,144.31	26.96%
Total Revenue:	527,150.00	66,952.33	385,005.69	0.00	142,144.31	26.96%
Lakewinds Golf Course	529,335.00	40,069.86	389,972.64	26,227.20	113,135.16	21.37%
Golf Capital	38,050.00	4,357.97	36,874.98	1,529.02	-354.00	-0.93%
Expense Total:	567,385.00	44,427.83	426,847.62	27,756.22	112,781.16	19.88%

Council Meeting July 18, 2022 Financial Report Summary/Notes

Bank Statement Balances:

- Utility bank account balances have maintained a steady at \$5 million plus over the last 4 months. This is phenomenal considering we ended October with a balance of \$3.8 million which declined to \$2.5 million in December.
- General fund balances have fluctuated some, however, the three most recent months reflect positive available balances increases: \$2.4 mil (April), \$2.7 mil (May), and \$3.2 mil (June).
- The side-by-side view of where we were at this point last year compared to now is a clear indication that financially the city is headed in the right direction!

Financial Summary:

The summary represents posted revenue and receipts as of June – the 9th month of the fiscal year. At this stage, on average 25% of each department's budget should remain.

Highlighted sections:

- City Clerk – the budget increase includes Res. 22-70 which increased salary to provide for the Revenue Clerk and increased the vehicle line item (a capital account) to allow for the purchase of a replacement vehicle for the Revenue Officer.
- Municipal Court – No June revenue is reported as there was a glitch in the municipal software. Once the error is corrected and payments can be verified, the revenue will be reflected in Springbrook.
- Airport – 2 things of note:
 - Grant expenditures are segregated out as promised.
 - The 3.72% remaining for the airport is due to fuel cost and consumption increases. The airport has encountered record sales in comparison to FY20 and FY21. On average all other accounts have around 25% of their budget remaining, however, Commodity for Resale (Jet and Avgas fuel) has already exceeded budget by 21%.

Additional Information:

- No additional transfers have been required between the Enterprise funds and the General fund since the initial ones were needed and repaid during the first quarter.
- We met with our auditors last week and they are optimistic that FY20's audit will be completed by September. They are equally confident that FY21s could be finished as early as December. So, our team and theirs are working diligently to get this accomplished.