



CITY OF OSAGE BEACH  
BOARD OF ALDERMEN MEETING

1000 City Parkway  
Osage Beach, MO 65065  
573/302-2000 FAX 573/302-0528  
Email: [www.osagebeach.org](http://www.osagebeach.org)

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
June 21, 2012 – 6:30 P.M.  
CITY HALL

**\*\*\*\*\* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

**CALL TO ORDER**  
**Pledge of Allegiance**  
**Roll Call**

**MAYOR'S COMMUNICATIONS**

**CITIZENS' COMMUNICATIONS**

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

**APPROVAL OF CONSENT AGENDA**

If the Board desires, the consent agenda may be approved by a single motion.

- Minutes of 06/07/12 (Page 01)
- Bills List (Page 10)
- Liquor Licenses
  - Applebee's
  - Backwater Jack's
  - Biggy's Italian Restaurant
  - Blue Marine Marina
  - Chicago Brothers Pizza & Pub

City of Osage Beach – City Park Concessions  
DC Sluggers  
DC Sluggers  
Dog Days Bar & Grill  
El Charco Azul  
IMO's Pizza  
Lil Rizzo's  
Quick Stop  
Robin's Resort  
Touch of Asia

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

- A. Bill No. 12-21. Authorize Mayor to Execute Sales Tax Administration Agreement to Administer the Dierbergs Osage Beach Transportation Development Agreement. First and Second Readings. (Page 32)
- B. Bill No. 12-22. Authorize Mayor to Sign State Block Grant Agreement with Missouri Highways and Transportation Commission for the Pavement Maintenance Project at Lee C. Fine Memorial Airport. First and Second Readings. (Page 40)
- C. Bill No. 12-23. Deleting the No Left Turn Sign from Hatchery Road at Highway 54 (Osage Beach Parkway) from the Traffic Code. First and Second Readings. (Page 42)
- D. Authorize Mayor to Execute Agreement with Recommended Credit Card Services Vendor. (Page 45)
- E. Proposed Contract Modification for Additional Asphalt (Page 54)
- F. Authorize Purchase of 2009 Dodge Grand Caravan from Missouri State Surplus. (Page 58)
- G. Authorize Closing of City Hall and Public Works Department on Monday, December 25, 2012. (Page 62)

## **COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN**

## **STAFF COMMUNICATIONS**

## **ADJOURN**

# UNAPPROVED

## MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI

June 7, 2012

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, June 7, 2012, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was also present.

### **Mayor's Communications.**

Mayor Lyons announced that MoDOT will hold a public hearing on June 14, 2012 from 4:00 p.m. to 6:00 p.m. here at City Hall regarding the intersection at Key Largo. She encouraged everyone to attend.

### **Citizens Communications.**

No one was present who wished to speak during this portion of the meeting.

### **Consent Agenda.**

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting and closed session held on May 17, 2012, the bill list as submitted, and liquor licenses as follows:

Applebee's Neighborhood Grill & Bar  
Arris' Pizza & Pub  
Asia Cuisine, Inc.  
Bandana's BBQ  
Bear Creek Valley Golf Club  
Bootleggers Saloon  
Bridgeport Captain's Lounge  
Bridgeview Marina  
Casey's General Store #2593  
Chevy's Bar & Grill Inc.  
Chicago Pizza & Pub  
Chili's Grill & Bar  
City Grill & Blue Room  
Crown Petroleum  
Culpeeper's Cattle Company  
Dog Days Bar & Grill  
Dogwood Hills Golf Course, Inc.  
Dogwood Hills Golf Course Motel  
Dollar General #195  
Domenico's Italian Restaurant  
Dragon House Buffet  
Eagle Lanes  
El Jimador  
Elks Lodge #2517

# UNAPPROVED

Emerald Cruise Lines, Inc.  
Fitz Fishing & Tackle Supplies  
Flirt LLC  
Formula Boats of Missouri  
Half Sauced Barbeque  
Hideout Bar and Grill  
Hy-Vee Food Store  
Hy-Vee Gas  
I M Tirebiters  
Inn at Grand Glaize  
J Bruner's Restaurant, LLC  
Jiffy Stop Food Marts, LLC  
Kelly's Port Boat Store  
Kirkwood Lodge  
KK Eagle Stop  
Lake Liquor & Tobacco  
Mexicali Blues  
Molotoft Cocktails Bar & Grill  
Moorings Gas & Yacht Supply  
Murphy Oil USA, Inc.  
On the Rise  
Outback Steakhouse of Florida  
Paul's Supermarket, Inc.  
Pizza Hut  
Poop Deck & Tiki Bar  
Rapid Roberts #113  
Sycamore Creek Golf Club  
Target Super Store #1914  
Topsider  
Vista Grande, Inc.  
Walgreens #01142  
Wal-Mart Supercenter #815  
WFO Waverunner  
Wobbly Boots, LLC  
Woody's Tavern & Sports Bar

Alderman Schmitt seconded the motion which was voted on and passed with Alderman Kahrs abstaining.

## **Unfinished Business.**

None

## **New Business.**

**Bill No. 12-17.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE PLAT OF THE UTILITY AND RIGHT OF WAY SURVEY FOR HARBOR

# UNAPPROVED

HEIGHTS ADDITION, A SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

City Engineer Nick Edelman explained that appropriate documents have been submitted including a plat to transfer the property to the City. The developer wishes to transfer Inlet Lane and the other infrastructure development to the City.

The roadways and infrastructure have been constructed in accordance with the Design Guidelines.

Mayor Lyons presented the first reading of Bill No. 12-17 by title only. It was noted that Bill No. 12-17 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 12-17 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 12-17 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 12-17. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve Bill No. 12-17 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Olivarri, Alderman Catcott, Alderman Rucker, Alderman Schmitt, Alderman Farmer. "Nays": None. Bill No. 12-17 was passed and approved as Ordinance No. 12.17.

## **Proposed Contract Modification for Additional Slurry Seal.**

City Engineer Edelman explained the contract modification is for additional slurry seal material for Yacht Club Road that is in the Three Seasons Road area but had never been slurry sealed. The Engineering Department noticed that it is a City street but it had not been slurry sealed in more than 10 years. This road added \$1,330.21 to the project.

The second part of the modification is for quantities being different than originally planned. The width of a few streets was 1 to 2 feet wider and a few were a little longer than was planned.

This project is budgeted in 20-00-764206 Seal. If approved, a budget amendment for this amount, plus the \$19,400 modification approved at the last Board of Aldermen meeting. The original contract came in \$1,678.60 over budget, added to the \$19,400, and the \$14,434.52 for this item, brings the total budget amendment to \$26,573.

Alderman Rucker asked how road miles are determined. City Engineer responded that inventories they used were not correct however the length and width of roads have been updated.

Alderman Olivarri moved to approve Contract Modification No. 2 for 2012 slurry seal as recommended. Alderman Catcott seconded the motion which was voted on and unanimously passed.

**Bill No. 12-18.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 11.70 ADOPTING THE 2012 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

## UNAPPROVED

City Engineer Edelman explained that Bill 12-18 transfers necessary funds for the 2012 Slurry Seal project. There are additional funds in the 20-00-773211 Hwy 54 Sidewalk Improvements project due to the project coming in drastically under budget. This item is under budget by \$130,000. Since this item is an 80/20 cost split with MoDOT the City's cost savings was going to be \$88,296. The Engineering Department is requesting transferring \$26,573 to pay for the 2012 Slurry Seal Project from the additional funds available in the Hwy 54 Sidewalk Improvements project. This would leave the Hwy 54 Sidewalk Improvements item \$61,723 under budget.

Mayor Lyons presented the first reading of Bill No. 12-18 by title only. It was noted that Bill No. 12-18 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 12-18 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 12-18 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 12-18. Alderman Farmer seconded the motion. The following roll call vote was taken to approve Bill No. 12-18 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Catcott, Alderman Rucker, Alderman Schmitt, Alderman Farmer, Alderman Kahrs. "Nays": None. Bill No. 12-18 was passed and approved as Ordinance No. 12.18.

**Bill No. 12-19.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR TRANSFER OF ENTITLEMENTS TO THE LEE C. FINE MEMORIAL AIRPORT FOR ELIGIBLE PROJECTS

City Engineer Edelman said that Bill No. 12-19 authorizes Mayor Lyons to execute the agreement with MoDOT to transfer entitlement funds from the Grand Glaize Airport to Lee C. Fine Airport. The 2008 funds would be used first because they expire in September. This concept was discussed at the April 17 Board of Aldermen meeting and MoDOT has concurred. City Engineer Edelman said the funds will be used for pavement maintenance at the Lee C. Fine Memorial Airport.

Mayor Lyons presented the first reading of Bill No. 12-19 by title only. It was noted that Bill No. 12-19 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 12-19 as presented. Alderman Farmer seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 12-19 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 12-19. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve Bill No. 12-19 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Rucker, Alderman Schmitt, Alderman Farmer, Alderman Kahrs, Alderman Olivarri. "Nays": None. Bill No. 12-19 was passed and approved as Ordinance No. 12.19.

**Accept Recommendation of WM Financial Strategies to Proceed with the Possibility of Refinancing the City's Tax Increment Revenue Bonds, Prewitt's Point Project, Series 2002.**

# UNAPPROVED

City Treasurer Karri Bell said that staff agrees with the analysis and recommendation provided by Joy Howard and recommends that the City move forward in the refinance process. An acceptance of this proposal by Stifel Nicolaus does not guarantee a refinancing of the 2002 TIF bonds. The final offer is contingent on several factors related to Prewitt's Point. These issues will be researched and information will be provided by City staff.

If the City is offered an acceptable proposal by Stifel Nicolaus to refinance, a budget amendment for the TIF Fund may be required. There may be up-front costs, which will be offset by long-term savings. A detailed analysis will be provided to the Board if a reasonable refinancing option is offered.

Alderman Schmitt moved to accept the recommendation of WM Financial Strategies as recommended. Alderman Farmer seconded the motion which was voted on and unanimously passed.

**Bill No. 12-20.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL WITH GILMORE & BELL FOR BOND COUNSEL SERVICES IN CONECTION WITH THE PROPOSED ISSUANCE OF TAX INCREMENT REFUNDING REVENUE BONDS

City Treasurer Bell said according to the contract, the City will compensate Gilmore & Bell only if an agreeable proposal is accepted by the City and the bonds are refinanced. Staff recommends this contract with Gilmore & Bell so that Sid Douglas can work with Joy Howard to continue this potential refinance process.

If the City chooses to refinance the 2002 TIF bonds, a budget amendment for the TIF Fund may be required. There may be up-front costs, including this contract that will be offset by long-term savings. A detailed analysis will be provided to the Board if a reasonable refinancing option is located

Mayor Lyons presented the first reading of Bill No. 12-20 by title only. It was noted that Bill No. 12-20 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 12-20 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 12-20 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 12-20. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve Bill No. 12-20 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Schmitt, Alderman Farmer, Alderman Kahrs, Alderman Olivarri, Alderman Catcott. "Nays": None. Bill No. 12-20 was passed and approved as Ordinance No. 12.20.

**Resolution 2012-08.** Authorize Mutual Aid Agreement with Camdenton Police Department.

# UNAPPROVED

Police Chief Todd Davis said Resolution 2012-08 updates the Mutual Aid Agreement between the Osage Beach Police Department and the Camdenton Police Department. The previous agreement was signed in 1995. The City Attorney has reviewed this document and has approved it.

Alderman Farmer moved to approve Resolution 2012-08 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## **Authorize Purchase of EMC Storage Area Network.**

IT Department Manager Jim Davis requested approval to purchase two (2) Storage Area Network devices made by EMC. These devices will have multiple advantages over the current systems that they are replacing. These devices will store vast quantities of data and will automatically replicate that data to each other. One unit will be installed at City Hall and the other will be installed at Public Works. These devices will constantly back up the City's critical data to an offsite location at Public Works. They will also allow for periodic snapshots of the City's data to allow for recovery of files that have been accidentally deleted. These devices will also provide the data storage space necessary for the next several years and beyond. Purchase price for the Two (2) EMC Storage Devices will be \$56,127.11, coded to 10-19-774250. Maintenance on these devices will be \$7,479.90 per year, excluding the first year.

Alderman Olivarri moved to approve the purchase of EMC Storage Area Network as requested. Alderman Farmer seconded the motion which was voted on and unanimously passed.

## **Authorize Purchase of VMWare Software.**

The IT Department Manager requested approval to purchase all VMWare Software required for City business under the Missouri Coop Contract. The City will pay \$21,224.43 this year, coded to 10-19-774251. Next year and the following years will require the City to pay software maintenance in the amount of \$5,116.05 per year. This purchase of Software Maintenance will ensure that the City continues to use the latest and greatest in VMWare software. This licensing model is very similar to maintenance fees the City currently pays to other software vendors. IT Manager Jim Davis said this software is necessary to provide virtual desktops.

Alderman Farmer moved to approve the purchase of VMWare Software as requested. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## **Authorize Purchase of Microsoft Software.**

IT Department Manager recommended approval to purchase all Microsoft Software required for City business under the Missouri State Contract. This Purchase will occur over a three year period due to the purchase requirements of the new licensing model that Microsoft has implemented. The City will pay \$32,065.61 each year for three years at which time the City will own the rights to the software. This will be coded to 10-19-774251.

After that, the City will pay an annual fee of \$20,742.48. The purchase of software maintenance will ensure that the City continues to use the latest and greatest in Microsoft software. This licensing model is similar to maintenance fees the City currently pays to other software vendors.

# UNAPPROVED

Alderman Farmer moved to approve the purchase of Microsoft Software as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## **Bid Award.**

Cardiac Monitors/Defibrillators. Two bidders responded to the invitation to bid as follows:

Zoll Medical	\$51,999.00
Physio Control	\$51,414.85

Police Chief Todd Davis recommended the purchase of two (2) Zoll Propaq Cardiac Monitors with the Carbon Monoxide monitor option. Ambulance Supervisor Russ Hogan explained the type of monitor being requested is a more current version than the type budgeted for and includes the carbon monoxide option, raising the price of each monitor by \$1,000.00. This option may be purchased in the future and added to the cardiac monitor, however when purchased separately, their individual price is \$4,000.00. Purchasing now as opposed to in the future, will save the City \$6,000.00. These are cutting edge monitors with the most current technology and are expandable for future generations and updates to service the citizens and visitors of the City of Osage Beach for years to come. These two units will replace the two current units that are over six years old. The total purchase price will be \$51,999.00. This will come from line item 40-00-774254. The old units will be traded in.

Alderman Rucker moved to award the bid for cardiac monitors to Zoll Medical in the amount of \$51,999 as recommended. Alderman Farmer seconded the motion which was voted on and unanimously passed.

## **Appointments to the Osage Beach Citizen Advisory Committee.**

The following members have terms expiring June, 2012: Jace Kentner, Roger Rand, Geniece Tyler, Jim Morris, and Rich Martin. Ron Rule has resigned and Charles Martin is deceased. Both terms expire June 2013 and appointments could be made to replace them if the Board desires. Jim Morris and Roger Rand were contacted and they agreed to serve if reappointed.

Alderman Farmer submitted the names of Becky Dow and Brian Schuester for consideration.

Alderman Schmitt moved to approve the following appointments to the Osage Beach Citizen Advisory Committee: Roger Rand, Jim Morris, Becky Dow and Brian Schuester. Alderman Rucker seconded the motion which was voted on and unanimously passed.

## **Approve the Board Authorization Form for Traffic Safety Grants.**

Police Chief Davis said approval of this form is necessary to be eligible for any grant money from the Missouri Department of Transportation Highway Safety Division. The grant funds are used to pay overtime for police officers to enforce hazardous and impaired driving. The Police Department has participated in this grant program for the past several years.

# UNAPPROVED

Alderman Olivarri moved to approve the authorization form from the Missouri Department of Transportation Highway Safety Division. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## **Reappointment of Municipal Judge.**

City Administrator Viselli explained the Judge's reappointment has been reviewed with the Mayor, the City Attorney and City staff, and they all feel that Judge William Washburn should continue to serve the City in this capacity. Judge Washburn was contacted and he is interested in being reappointed. Therefore, she requested the Board to reappoint Judge Washburn as Municipal Judge.

Alderman Rucker moved to approve the appointment of William Washburn as Municipal Judge for a term to expire July 2014. Alderman Farmer seconded the motion which was voted on and unanimously passed.

## **Employee Request for Conflict of Interest Determination.**

City Administrator Nancy Viselli explained that Tom Pedrola submitted a request to allow him to continue to do his job in Public Works and run for Camden County Commissioner (if he gets the required petition signatures). In discussing this with Tom, he understands that he cannot do any campaigning while working at the City, nor can he campaign while wearing his City uniform. If elected, Tom will resign his position with the City immediately.

City Administrator Viselli requested approval for Tom Pedrola to run for this office and remain in his position with the City rather than requiring him to take a leave of absence.

Alderman Rucker commented that he did not agree the City has the right to prohibit an employee from running for an elected office. City Administrator Viselli explained that if the Board determines it is a conflict, then an employee would have to take a leave of absence. If there is no conflict, the employee may maintain their employment with the City while running for an elected office. City Attorney Rucker will research the conflict of interest issue.

Alderman Rucker moved to approve Mr. Pedrola's request to run for Camden County Commissioner while remaining in his position with the City. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## **Resolution 2012-07.**

Showing support for Missouri House Bill 1329 regarding sales tax on out of state vehicle purchases.

City Attorney Rucker explained that the state no longer collects sales tax on out of state vehicle sales as the result of a Supreme Court decision, therefore the legislature passed House Bill 1329 that restores the sales tax. The Missouri Municipal League is urging municipalities to send a resolution to the Governor urging him to sign the bill.

Alderman Olivarri moved to approve Resolution 2012-07 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed.

# UNAPPROVED

## **Communications from Board Members.**

Alderman Schmitt. Ron Schmitt said that a decision should be made to change the quarterly budget reviews to an agenda item at the first available meeting at the end of the quarter after the information becomes available.

Alderman Rucker moved to change the quarterly budget reviews to appear as an agenda item at the second Board meeting of the month following the end of the quarter. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Alderman Catcott. Fred Catcott thanked all employees for their good work.

## **Staff Communications.**

Airport Manager. Budd Hyde reported that a retirement reception will be held for Charlotte Stark next Thursday from 1:00 p.m. to 4:00 p.m. at Lee C. Fine Memorial Airport.

## **Executive Session.**

Alderman Schmitt moved to close the meeting as allowed by RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. Alderman Farmer seconded the motion. The following roll call vote was taken to close the meeting: "Ayes": Alderman Schmitt, Alderman Farmer, Alderman Kahrs, Alderman Olivarri, Alderman Catcott, Alderman Rucker. "Nays": None. The meeting was therefore closed.

## CLOSED SESSION

Alderman Rucker moved to open the meeting. Alderman Farmer seconded the motion. The following roll call vote was taken to open the meeting: Alderman Kahrs, Alderman Olivarri, Alderman Catcott, Alderman Rucker, Alderman Schmitt, Alderman Farmer. "Nays": None. The meeting was therefore opened.

No announcements were made following closed session.

There being no further business to come before the Board, the meeting adjourned at 7:45 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on June 7, 2012.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
June 21, 2012**

<b>Bills Paid Prior to Board Meeting</b>	<b>178,904.16</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>129,639.62</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Pilots Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>182,860.52</b>
<b>Total Expenses</b>	<b><u>491,404.30</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	838.00-
			ADJUST PR DEDUCTIONS	31.00-
			ADJUST PR DEDUCTIONS	7.00
			Dental Insurance Premiums	528.75
			Dental Insurance Premiums	528.75
			Health Insurance Premiums	247.50
			Health Insurance Premiums	247.50
			Health Insurance Premium	40.00
			Health Insurance Premium	40.00
			<b>Health Insurance Contribut</b>	<b>350.00</b>
			Health Insurance Contribut	350.00
			Health Insurance Contribut	285.00
			Health Insurance Contribut	285.00
			Health Insurance Premiums	126.00
			Health Insurance Premiums	126.00
			Vision Insurance Contribut	85.50
			<b>Vision Insurance Contribut</b>	<b>85.50</b>
			<b>Vision Insurance Contribut</b>	<b>31.50</b>
			Vision Insurance Contribut	31.50
			Vision Insurance Contribut	61.75
			Vision Insurance Contribut	61.75
		MO DEPT OF REVENUE	CVC COLLECTIONS	627.44
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	4,029.00
		MO TREASURER BUDGET DIRECTOR	PEACE OFFCR STNDRS/TRAINI	90.00
		INTERNAL REVENUE SERVICE	Fed WH	12,617.10
			FICA	5,106.62
			Medicare	1,763.03
		PRE PAID LEGAL SERVICES INC DBA	ADJUST PAYROLL DEDUCTIONS	33.94-
			Pre-Paid Legal Premiums	77.79
			Pre-Paid Legal Premiums	77.79
		ICMA	Retirement 457 &	273.06
			Retirement 457	633.19
			Loan Repayments	1,060.62
			Loan Repayments	762.06
			401 Loan Payment	453.11
			401 Loan Payment	280.28
			Loan Repayments	318.00
			Loan Repayments	227.55
			Loan Repayments	242.25
			Retirement Roth IRA	280.00
		CAMDEN COURT	Case No. 06CM-AC00043	200.23
			Case No. 11CM-SC00049	88.06
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.02-
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	71.55
			Colonial Supplemental Insu	71.55
		AFLAC	Aflac Insurance Premiums	144.48
			Aflac Insurance Premiums	144.48
		CITIZENS AGAINST DOMESTIC VIOLENCE	CADV COLLECTIONS	176.00
		CONTINENTAL AMERICAN INSURANCE	ADJUST PR DEDUCTIONS	18.20-
			Aflac Critical Illness Pol	97.79
			Aflac Critical Illness Pol	97.79
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	337.69-
			American Fidelity	1,271.14

000011

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000012</b>
			American Fidelity	1,271.14
			Amerian Fidelity	971.94
			Amerian Fidelity	971.94
		THE LINCOLN NATIONAL LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	1,308.01
			Life & AD&D Insurance Prem	2.00
			Life & AD&D Insurance Prem	2.00
			Group Life Ins and Buy Up	39.26
			Group Life Ins and Buy Up	39.26
		AMERICAN UNITED LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	108.04-
			Disability Insurance - STD	9.45
			Disability Insurance - STD	9.45
		THE BANCORP BANK	HSA Contribution	1,383.92
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	161.33-
			Flex Account	49.16
			Flex Account	274.16
		ONE TIME VENDOR HOOKERS BAR & GRILLE	01754	35.00
		TRADER NICKS	02370	35.00
			<b>TOTAL:</b>	<b>40,063.32</b>
Mayor & Board	General Fund	AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	125.04
			<b>TOTAL:</b>	<b>125.04</b>
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Health Insurance Contribut	732.00
			Health Insurance Contribut	732.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
		MO CITY/COUNTY MANAGEMENT ASSC	ANNUAL DUES	75.00
		INTERNAL REVENUE SERVICE	FICA	413.32
			Medicare	96.66
		ICMA	Retirement 401	410.60
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.66
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
		THE BANCORP BANK	HSA Contribution	100.00
			<b>TOTAL:</b>	<b>2,874.88</b>
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	164.00
			Health Insurance Contribut	164.00
			Health Insurance Contribut	732.00
			Health Insurance Contribut	732.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000013</b>
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
		INTERNAL REVENUE SERVICE	FICA	388.97
			Medicare	90.97
		ICMA	Retirement 401	358.09
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
		<b>AMERICAN UNITED LIFE INSURANCE CO</b>	<b>Short Term Disability Ins</b>	<b>7.95</b>
			Short Term Disability Ins	7.95
			Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
		THE BANCORP BANK	HSA Contribution	125.00
			TOTAL:	3,095.23
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Contribut	426.50
			Health Insurance Contribut	426.50
			Health Insurance Contribut	366.00
			Health Insurance Contribut	366.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	462.92
			Medicare	108.26
		ICMA	Retirement 401	460.80
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
		THE BANCORP BANK	HSA Contribution	100.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TOTAL:	4,015.52
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribu	205.50
			Health Insurance Contribu	205.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
		INTERNAL REVENUE SERVICE	FICA	95.24
			Medicare	22.27
		ICMA	Retirement 401	92.76
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			TOTAL:	693.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014 AMOUNT			
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.25			
			Dental Insurance Premiums	27.25			
			Health Insurance Contribut	426.50			
			Health Insurance Contribut	426.50			
			HSA MPR Dependent Contribu	25.00			
			HSA MPR Dependent Contribu	25.00			
			Vision Insurance Contribut	4.75			
			Vision Insurance Contribut	4.75			
			INTERNAL REVENUE SERVICE	FICA	280.84		
				<b>Medicare</b>	<b>65.68</b>		
			ICMA	Retirement 401	274.27		
			AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.40		
				Short Term Disability Ins	8.40		
			THE BANCORP BANK	HSA Contribution	50.00		
				TOTAL:	1,654.59		
			Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.75
						Dental Insurance Premiums	81.75
						Health Insurance Contribut	1,279.50
						Health Insurance Contribut	1,279.50
						HSA MPR Dependent Contribu	75.00
HSA MPR Dependent Contribu	75.00						
Vision Insurance Contribut	14.25						
Vision Insurance Contribut	14.25						
INTERNAL REVENUE SERVICE	FICA	312.63					
	Medicare	73.12					
ICMA	Retirement 401	311.51					
AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	25.20					
	Short Term Disability Ins	25.20					
THE BANCORP BANK	HSA Contribution	150.00					
	TOTAL:	3,798.66					
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL BLDG	2,917.69			
		ALLIED WASTE SERVICES #435	TRASH SERVICE CITY HALL	114.91			
			TOTAL:	3,032.60			
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50			
			Dental Insurance Premiums	54.50			
			Dental Insurance Premium	15.50			
			Dental Insurance Premium	15.50			
			Health Insurance Contribut	164.00			
			Health Insurance Contribut	164.00			
			Health Insurance Contribut	426.50			
			Health Insurance Contribut	426.50			
			Health Insurance Contribut	366.00			
			Health Insurance Contribut	366.00			
			HSA MPR Dependent Contribu	50.00			
			HSA MPR Dependent Contribu	50.00			
			HSA MPR Single Contributio	12.50			
			HSA MPR Single Contributio	12.50			
			Vision Insurance Contribut	4.75			
			Vision Insurance Contribut	4.75			
			Vision Insurance Contribut	1.75			
			Vision Insurance Contribut	1.75			
			Vision Insurance Contribut	3.25			
			Vision Insurance Contribut	3.25			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000015</b>	
		INTERNAL REVENUE SERVICE	FICA	401.48
			Medicare	93.89
		ICMA	Retirement 401	213.12
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	63.24
		WILLEY, BRIAN	RIEMB FOR FORKS	125.00
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
		THE BANCORP BANK	HSA Contribution	114.78
			TOTAL:	3,259.41
Human Resources	General Fund	CITY OF OSAGE BEACH	CHARLOTTE STARK'S RETIREME	325.00
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Health Insurance Contribut	366.00
			Health Insurance Contribut	366.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	118.35
			Medicare	27.68
		ICMA	Retirement 401	117.38
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
		THE BANCORP BANK	HSA Contribution	50.00
			TOTAL:	1,498.21
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	545.00
			Dental Insurance Premiums	545.00
			Dental Insurance Premium	93.00
			Dental Insurance Premium	93.00
			Health Insurance Contribu	205.50
			Health Insurance Contribu	205.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Premium	192.00
			Health Insurance Premium	192.00
			Health Insurance Contribut	984.00
			Health Insurance Contribut	984.00
			Health Insurance Contribut	2,132.50
			Health Insurance Contribut	2,132.50
			Health Insurance Contribut	3,660.00
			Health Insurance Contribut	3,660.00
			HSA MPR Dependent Contribu	375.00
			HSA MPR Dependent Contribu	375.00
			HSA MPR Single Contributio	75.00
			HSA MPR Single Contributio	75.00
			Health Insurance Premiums	441.00
			Health Insurance Premiums	441.00
			Vision Insurance Contribut	38.00
			Vision Insurance Contribut	38.00
			Vision Insurance Contribut	12.25
			Vision Insurance Contribut	12.25
			Vision Insurance Contribut	29.25
			Vision Insurance Contribut	29.25
		INTERNAL REVENUE SERVICE	FICA	3,029.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000016</b>	
			Medicare	708.59
		PETTY CASH	SODA - LANEG MTG	7.00
			FRAME, HOOK	11.75
			WATER	3.85
		ICMA	Retirement 401	2,900.53
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	199.20
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	31.26
			Amerian Fidelity	31.26
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	3.60
			<b>Life &amp; AD&amp;D Insurance Prem</b>	<b>3.60</b>
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	218.40
			Short Term Disability Ins	218.40
		BANKCARD CENTER 0833	REGISTER 4 NEW VEHICLES	45.00
		THE BANCORP BANK	HSA Contribution	875.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	31.26
			Flex Account	31.26
			<b>TOTAL:</b>	<b>26,859.69</b>

911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.00
			Dental Insurance Premiums	218.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Contribut	328.00
			Health Insurance Contribut	328.00
			Health Insurance Contribut	732.00
			Health Insurance Contribut	732.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	25.00
			HSA MPR Single Contributio	25.00
			Health Insurance Premiums	1,323.00
			Health Insurance Premiums	1,323.00
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
		AT & T/CITY HALL	911 SERVICE	1,329.75
		INTERNAL REVENUE SERVICE	FICA	815.56
			Medicare	190.73
		ICMA	Retirement 401	821.41
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	20.84
			American Fidelity	20.84
			Amerian Fidelity	20.84
			Amerian Fidelity	20.84
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	75.60
			Short Term Disability Ins	75.60
		THE BANCORP BANK	HSA Contribution	150.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			<b>TOTAL:</b>	<b>9,994.01</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000017</b>	
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Health Insurance Contribut	164.00
			Health Insurance Contribut	164.00
			Health Insurance Contribut	426.50
			Health Insurance Contribut	426.50
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Single Contributio	12.50
			<b>HSA MPR Single Contributio</b>	<b>12.50</b>
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	273.56
			Medicare	63.98
		ICMA	<b>Retirement 401</b>	<b>267.95</b>
		AT & T MOBILITY-CELLS	<b>CELL PHONE SERVICE</b>	<b>28.44</b>
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	5.04
			American Fidelity	5.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	21.00
			Short Term Disability Ins	21.00
		THE BANCORP BANK	HSA Contribution	75.00
			<b>TOTAL:</b>	<b>2,144.21</b>
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Contribut	328.00
			Health Insurance Contribut	328.00
			Health Insurance Contribut	853.00
			Health Insurance Contribut	853.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	25.00
			HSA MPR Single Contributio	25.00
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	5.25
			Vision Insurance Contribut	5.25
		INTERNAL REVENUE SERVICE	FICA	650.82
			Medicare	152.22
		ICMA	Retirement 401	510.95
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	125.30
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	5.04
			American Fidelity	5.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	37.80
			Short Term Disability Ins	37.80
		THE BANCORP BANK	HSA Contribution	150.00
			<b>TOTAL:</b>	<b>4,331.67</b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000018	AMOUNT			
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.25			
			Dental Insurance Premiums		27.25			
			Dental Insurance Premium		15.50			
			Dental Insurance Premium		15.50			
			Health Insurance Premium		192.00			
			Health Insurance Premium		192.00			
			Health Insurance Contribut		164.00			
			Health Insurance Contribut		164.00			
			HSA MPR Single Contributio		12.50			
			<b>HSA MPR Single Contributio</b>		<b>12.50</b>			
			Vision Insurance Contribut		3.50			
			Vision Insurance Contribut		3.50			
			INTERNAL REVENUE SERVICE		FICA		294.95	
				Medicare		68.98		
		ICMA		Retirement 401		286.35		
		CHARTER BUSINESS		SERVICES		623.88		
		<b>AT &amp; T MOBILITY-CELLS</b>		<b>MAY SERVICE</b>		<b>74.80</b>		
				<b>CELL PHONE SERVICE</b>		<b>68.22</b>		
				MDT SERVICE 04/13-05/12/12		1,091.80		
		THE LINCOLN NATIONAL LIFE INSURANCE CO		Life & AD&D Insurance Prem		3.60		
				Life & AD&D Insurance Prem		3.60		
		AMERICAN UNITED LIFE INSURANCE CO		Short Term Disability Ins		16.80		
				Short Term Disability Ins		16.80		
		THE BANCORP BANK		HSA Contribution		25.00		
		AMERICAN FIDELITY ASSURANCE CO FLEX AC		Flex Account		10.42		
				Flex Account		10.42		
				TOTAL:		3,425.12		
		NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		70.50	
					Dental Insurance Premiums		70.50	
					Health Insurance Premiums		82.50	
					Health Insurance Premiums		82.50	
					Health Insurance Contribut		25.00	
					Health Insurance Contribut		25.00	
					Health Insurance Contribut		49.95	
					Health Insurance Contribut		49.95	
					Health Insurance Premiums		63.00	
					Health Insurance Premiums		63.00	
					Vision Insurance Contribut		3.50	
					Vision Insurance Contribut		3.50	
					Vision Insurance Contribut		9.75	
				Vision Insurance Contribut		9.75		
				MO DEPT OF REVENUE		State Withholding		374.50
				INTERNAL REVENUE SERVICE		Fed WH		1,130.27
				FICA		457.20		
				Medicare		157.83		
ICMA				Retirement 457		50.00		
				Loan Repayments		60.91		
AMERICAN FIDELITY ASSURANCE COMPANY				American Fidelity		104.50		
				American Fidelity		104.50		
				Amerian Fidelity		75.38		
				Amerian Fidelity		75.38		
THE LINCOLN NATIONAL LIFE INSURANCE CO				Life & AD&D Insurance Prem		1.00		
				Life & AD&D Insurance Prem		1.00		
THE BANCORP BANK				HSA Contribution		20.00		
				TOTAL:		3,220.87		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000019	AMOUNT
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		163.50
			Dental Insurance Premiums		163.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Contribut		164.00
			Health Insurance Contribut		164.00
			Health Insurance Contribut		426.50
			<b>Health Insurance Contribut</b>		<b>426.50</b>
			Health Insurance Contribut		1,218.68
			Health Insurance Contribut		1,218.68
			HSA MPR Dependent Contribu		108.24
			HSA MPR Dependent Contribu		108.24
			HSA MPR Single Contributio		12.50
			HSA MPR Single Contributio		12.50
			<b>Health Insurance Premiums</b>		<b>882.00</b>
			<b>Health Insurance Premiums</b>		<b>882.00</b>
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		9.75
			Vision Insurance Contribut		9.75
		ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT		38.30
		INTERNAL REVENUE SERVICE	FICA		674.90
			Medicare		157.83
		ICMA	Retirement 401		675.89
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity		10.42
			Amerian Fidelity		10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		7.65
			Short Term Disability Ins		7.65
			Short Term Disability Ins		61.57
			Short Term Disability Ins		61.57
		THE BANCORP BANK	HSA Contribution		241.49
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		20.84
			Flex Account		20.84
			TOTAL:		8,950.91
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		35.24
			Dental Insurance Premiums		35.24
			Health Insurance Contribut		37.50
			Health Insurance Contribut		37.50
			Health Insurance Contribut		20.02
			Health Insurance Contribut		20.02
			Health Insurance Premiums		15.75
			Health Insurance Premiums		15.75
			Vision Insurance Contribut		7.12
			Vision Insurance Contribut		7.12
			Vision Insurance Contribut		1.75
			Vision Insurance Contribut		1.75
			Vision Insurance Contribut		4.87
			Vision Insurance Contribut		4.87
		MO DEPT OF REVENUE	State Withholding		232.20
		INTERNAL REVENUE SERVICE	Fed WH		773.01
			FICA		338.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000020</b>	
			Medicare	117.00
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
		ICMA	Retirement 457	25.00
			Loan Repayments	16.89
			Loan Repayments	22.97
			401 Loan Payment	101.82
			401 Loan Payment	75.98
			Loan Repayments	68.06
		<b>AMERICAN FIDELITY ASSURANCE COMPANY</b>	<b>American Fidelity</b>	<b>69.91</b>
			American Fidelity	69.91
			Amerian Fidelity	138.24
			Amerian Fidelity	138.24
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
		THE BANCORP BANK	HSA Contribution	30.00
		<b>ONE TIME VENDOR HAGAN, DANIEL</b>	<b>06-0510-00</b>	<b>12.66</b>
			<b>TOTAL:</b>	<b>2,554.01</b>
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.74
			Dental Insurance Premiums	81.74
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Contribut	328.00
			Health Insurance Contribut	328.00
			Health Insurance Contribut	639.75
			Health Insurance Contribut	639.75
			Health Insurance Contribut	488.51
			Health Insurance Contribut	488.51
			HSA MPR Dependent Contribu	70.87
			HSA MPR Dependent Contribu	70.87
			HSA MPR Single Contributio	25.00
			HSA MPR Single Contributio	25.00
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.49
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
		AMEREN MISSOURI	WELL #2 LK RD 54-59	19.54
			SWISS VILLAGE WELL	3,709.28
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	38.30
		RICHARDS, RON	MILEAGE REIMB 05/30-06/05/	45.29
		INTERNAL REVENUE SERVICE	FICA	500.32
			Medicare	117.01
		ICMA	Retirement 401	461.41
		BRIZENDINE, TERRY	MILEAGE REIMB 05/23-05/29/	17.76
		DUNHAM, LOYD	WORK BOOT REIMB	100.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	71.59
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35
			Short Term Disability Ins	36.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000021</b>	
			Short Term Disability Ins	36.41
		THE BANCORP BANK	HSA Contribution	166.74
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	5.21
			Flex Account	5.21
			TOTAL:	9,152.61
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	82.26
			Dental Insurance Premiums	82.26
			Health Insurance Contribut	87.50
			<b>Health Insurance Contribut</b>	<b>87.50</b>
			Health Insurance Contribut	35.03
			Health Insurance Contribut	35.03
			Health Insurance Premiums	15.75
			Health Insurance Premiums	15.75
			Vision Insurance Contribut	11.88
			Vision Insurance Contribut	11.88
			<b>Vision Insurance Contribut</b>	<b>4.88</b>
			<b>Vision Insurance Contribut</b>	<b>4.88</b>
		MO DEPT OF REVENUE	State Withholding	320.30
		INTERNAL REVENUE SERVICE	Fed WH	1,185.22
			FICA	477.72
			Medicare	164.92
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	25.43
			Pre-Paid Legal Premiums	25.43
		ICMA	Retirement 457	45.00
			Loan Repayments	193.04
			Loan Repayments	65.23
			401 Loan Payment	177.18
			Loan Repayments	94.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	105.71
			American Fidelity	105.71
			Amerian Fidelity	120.91
			Amerian Fidelity	120.91
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	7.20
			Group Life Ins and Buy Up	7.20
		THE BANCORP BANK	HSA Contribution	60.00
			TOTAL:	3,776.33
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	190.76
			Dental Insurance Premiums	190.76
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	164.00
			Health Insurance Contribut	164.00
			Health Insurance Contribut	1,492.75
			Health Insurance Contribut	1,492.75
			Health Insurance Contribut	854.81
			Health Insurance Contribut	854.81
			HSA MPR Dependent Contribu	145.89
			HSA MPR Dependent Contribu	145.89
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.51
			Vision Insurance Contribut	11.87
			Vision Insurance Contribut	11.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000022</b>
			Vision Insurance Contribut	4.88
			Vision Insurance Contribut	4.88
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,218.88
			GRINDER PUMPS & LIFT STATI	3,947.28
			GRINDER PUMPS & LIFT STATI	7,533.96
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	38.31
		AMEREN MISSOURI	WINDGATE BLDG SEWER	308.07
		INTERNAL REVENUE SERVICE	FICA	705.16
			Medicare	164.91
		OWENS, BRIAN	MILEAGE REIMB 05/23-05/29/	11.77
		ICMA	Retirement 401	703.90
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	43.06
		DOLLISON, JOE	MILEAGE REIMB 05/16-05/29/	66.60
		EARP, NATHAN	MILEAGE REIMB 05/16-05/29/	219.78
		STARK, CHAD	MILEAGE REIMB 05/30-060612	94.35
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	29.39
			Short Term Disability Ins	29.39
			Short Term Disability Ins	53.22
			Short Term Disability Ins	53.22
		THE BANCORP BANK	HSA Contribution	316.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	15.63
			Flex Account	15.63
			TOTAL:	22,796.21
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.25
			Dental Insurance Premiums	35.25
			Health Insurance Contribut	30.00
			Health Insurance Contribut	30.00
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
		MO DEPT OF REVENUE	State Withholding	344.00
		INTERNAL REVENUE SERVICE	Fed WH	1,136.17
			FICA	486.42
			Medicare	167.93
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	16.95
			Pre-Paid Legal Premiums	16.95
		AFLAC	Aflac Insurance Premiums	60.96
			Aflac Insurance Premiums	60.96
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol	12.97
			Aflac Critical Illness Pol	12.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	87.47
			American Fidelity	87.47
			Amerian Fidelity	103.35
			Amerian Fidelity	103.35
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	35.00
			Group Life Ins and Buy Up	35.00
			TOTAL:	2,917.92
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.75
			Health Insurance Contribut	164.00
			Health Insurance Contribut	164.00
			Health Insurance Contribut	732.00
			Health Insurance Contribut	732.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000023</b>
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
		INTERNAL REVENUE SERVICE	FICA	718.06
			Medicare	167.93
		ICMA	Retirement 401	455.48
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	84.64
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING FEES	1,030.81
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol	20.84
			Aflac Critical Illness Pol	20.84
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
		THE BANCORP BANK	HSA Contribution	266.68
			<b>TOTAL:</b>	<b>4,949.00</b>
NON-DEPARTMENTAL		Lee C. Fine Airpor	MIDWEST PUBLIC RISK	
			Dental Insurance Premiums	28.20
			Dental Insurance Premiums	28.20
			Health Insurance Contribut	15.00
			Health Insurance Contribut	15.00
			Health Insurance Premiums	25.20
			Health Insurance Premiums	25.20
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
		MO DEPT OF REVENUE	State Withholding	149.20
		INTERNAL REVENUE SERVICE	Fed WH	541.99
			FICA	225.14
			Medicare	77.73
		ICMA	Retirment 457 &	111.31
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.06
			American Fidelity	60.06
			Amerian Fidelity	34.85
			Amerian Fidelity	34.85
			<b>TOTAL:</b>	<b>1,452.29</b>
Lee C. Fine Airport		Lee C. Fine Airpor	MIDWEST PUBLIC RISK	
			Dental Insurance Premiums	65.40
			Dental Insurance Premiums	65.40
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	262.40
			Health Insurance Contribut	262.40
			Health Insurance Contribut	366.00
			Health Insurance Contribut	366.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Single Contributio	20.00
			HSA MPR Single Contributio	20.00
			Health Insurance Premiums	352.80
			Health Insurance Premiums	352.80
			Vision Insurance Contribut	4.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000024</b>
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
		AMEREN MISSOURI	LO STATE PARL LOCALZR	79.97
			AIRPORT FIREHOUSE	23.15
			LCF AIRPORT HANGAR	48.55
			LCF AIRPORT HANGAR	67.39
		<b>INTERNAL REVENUE SERVICE</b>	<b>FICA</b>	<b>332.36</b>
			Medicare	77.72
		ICMA	Retirement 401	249.22
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	23.52
			Short Term Disability Ins	23.52
		<b>THE BANCORP BANK</b>	<b>HSA Contribution</b>	<b>75.22</b>
		<b>AMERICAN FIDELITY ASSURANCE CO FLEX AC</b>	<b>Flex Account</b>	<b>14.59</b>
			Flex Account	14.59
		ONE TIME VENDOR JANZEN LEGACY	REPAIR OF AIRCRAFT DAMAGE	842.74
			TOTAL:	4,116.28
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.55
			Dental Insurance Premiums	30.55
			Health Insurance Contribut	15.00
			Health Insurance Contribut	15.00
			Health Insurance Premiums	37.80
			Health Insurance Premiums	37.80
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	3.90
			Vision Insurance Contribut	3.90
		MO DEPT OF REVENUE	State Withholding	79.80
		INTERNAL REVENUE SERVICE	Fed WH	269.28
			FICA	158.12
			Medicare	54.59
		ICMA	Retirment 457 &	74.20
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol	26.76
			Aflac Critical Illness Pol	26.76
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	17.58
			Flex Account	17.58
			TOTAL:	900.57
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	MAY UTILITIES	32.27
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	70.85
			Dental Insurance Premiums	70.85
			Health Insurance Contribut	65.60
			Health Insurance Contribut	65.60
			Health Insurance Contribut	366.00
			Health Insurance Contribut	366.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Single Contributio	5.00
			HSA MPR Single Contributio	5.00
			Health Insurance Premiums	529.20
			Health Insurance Premiums	529.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000025</b>	
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	3.90
			Vision Insurance Contribut	3.90
		ALLIED WASTE SERVICES #435	TRASH SERVICES LCF AIRPORT	54.93
			TRASH SERVICES GG AIRPORT	54.93
		AMEREN MISSOURI	GG AIRPORT HANGAR	41.38
			AIRPORT RD HWY 54	210.45
			GG AIRPORT SHOP	14.37
			<b>957 AIRPORT RD</b>	<b>10.08</b>
			TBLC EXT DGG AIRPORT	16.86
			GG AIRPORT HANGAR	23.06
			GG AIRPORT SLEEPY	22.04
		INTERNAL REVENUE SERVICE	FICA	233.41
			Medicare	54.60
		ICMA	Retirement 401	186.01
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.24
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	18.48
			Short Term Disability Ins	18.48
		THE BANCORP BANK	HSA Contribution	60.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	16.67
			Flex Account	16.67
			TOTAL:	3,251.59

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

10	General Fund	110,865.57
20	Transportation	12,171.78
30	Water Fund	11,706.62
35	Sewer Fund	26,572.54
40	Ambulance Fund	7,866.92
45	Lee C. Fine Airport Fund	5,568.57
47	Grand Glaize Airport Fund	4,152.16
GRAND TOTAL:		178,904.16

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000026</b>
City Clerk	General Fund	MO DEPT OF REVENUE	MAY SALES TAX REPORT	35.00
			TOTAL:	35.00
City Treasurer	General Fund	BANKCARD CENTER 3358	FUNDAMENTALS OF MUNICIPAL B	21.16
			TOTAL:	21.16
Municipal Court	General Fund	ALPHAGRAPHS	ENVELOPES	173.40
			TOTAL:	173.40
City Attorney	General Fund	BANKCARD CENTER 3358	FUNDAMENTALS OF MUNICIPAL B	21.16
			TOTAL:	21.16
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	56.94
			TOTAL:	56.94
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SWEETNER	132.25
			WATER COOLER RENTAL	38.51
		LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE ALARM POWER SUPPLY	1,380.00
		SHANNON PAINTER DBA B & H CLEANING	CLEANING SERVICE 05/23/06/	1,500.00
		CLARK PLUMBING	BATHROOM REPAIR DISPATCH,	88.00
		SURECUT LAWN CARE LLC	MAY GROUNDS MAINT	2,071.43
		STAPLES ADVANTAGE	PLATES, TISSUE, TOWELS, LI	244.49
		ELLIS BATTERY SPECIALISTS LLC	2 - UB1250	27.90
			TOTAL:	5,482.58
Parks	General Fund	PURCELL TIRE CO	FLAT REPAIR PARK MOWER	19.78
		MEEKS BUILDING CENTER	YELLOW MASON LINES	29.96
			PVC, NUTS, BOLTS, WASHERS	44.22
			POWER PLUNGER	7.49
		FLEET ONE	PARKS FUEL	177.20
			PARKS FUEL	219.23
		GB MAINTENANCE SUPPLY	SPRAY 9, TOWELS, WINDOW CL	153.97
		HANDY JON	RENTM-HANDICAPPED	125.00
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	68.89
			OIL/AIR FILTERS, OIL, ENG	34.40
			MOTOR TRT, CARB CLNR, FL H	20.71
			QT 2 CYCLE	8.99
		BANKCARD CENTER 3374	SODA	11.96
			BUNS, POWERADE, SODA	21.02
			PRETZELS, BOMB POPS, SODA	30.01
			BUNS	11.80
			BUNS, ICE CREAM	14.30
			SODA, POWERADE	35.84
			BOMB POPS	14.95
			WASHRS, LTH SCR SH PT, 6'	95.54
			BUNS	7.08
			POPSICLES, PIZZA, SODA	71.46
			HAMBURGERS, HOTDOGS, CANDY	350.52
			PRETZELS	20.34
			LAMINATING LEGAL	7.16
			POWERADE	179.10
			BUNS, NESTLE	6.65
			BUNS, SODA, WATER	106.54
			ICE	10.92
			FOLG FLT PK	4.28
			120 QT XTDKBL	54.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000027</b>	
			SODA, BUNS, ICE	125.70
			PIZZA	32.78
			150 QT COOLER	80.00
			ICE	14.56
			COFFEE MAKER	17.88
			SUPER PRETZELS	271.20
			BUNS, WATER	31.31
			BUNS	11.80
			PIZZA, SODA, NUTS, YOGURT	78.94
			PRETZELS	203.40-
			POPCORN, HOTDOGS, CANDY	431.80
			POWERADE	115.42
			COMPRESSOR, THREAD SEAL TA	80.06
			BUNS	23.20
			BUNS, SODA, ICE CREAM	58.20
			GRILL	49.96
			SODA	17.94
			BUNS	24.85
			DRAIN OPENER	21.96
			SODA, PANS	39.01
			WATER, BUNS	5.74
			POWERADE	135.32
			GRILL, 20# CYLINDERS	458.96
			HODOGS, HAMB, CANDY, OFF	415.40
			STAPLES 200 THMB T, FOAMBO	10.07
			SOLENOID	62.32
			BUNS, WATER	164.28
			STRIPING SPRAY	59.92
			20# CYLINDER	15.00
			SODA, PIZZA, BASTING SETS	67.69
			BUNS, ICE CREAM, FRIES	22.72
			SODA	29.90
		SHERWIN-WILLIAMS	SHERSTRIPE ATH WHTWB	89.46
			SHERSTRIPE ATH WHTWB	59.64
			SHERSTRIPE ATH WHTWB	119.28
		SURECUT LAWN CARE LLC	AERATION, SEED, FERTILIZE	2,200.00
		MO STATE AGENCY FOR SURPLUS	BOWLS, TP, TRASH CAN, STOO	88.00
		ROCK ISLAND COUNTRY STORE	FESCUE, FERTILIZER	66.85
		LAKE OZARK CARWASH LLC	OIL CHG	51.32
		EZARD'S	TOGGLE COVER SNGL POLE	3.99
			KEYS, BAR/CHAIN OIL	21.40
			STRIPING PAINT	22.47
		MENU MAKER FOODS INC DBA	CHEESE SAUCE, CHIX BRST, B	127.87
			TOTAL:	7,584.96
Human Resources	General Fund	BANKCARD CENTER 3333	WEIGHT LOSS CASH CARDS	344.25
		BANKCARD CENTER 3374	EMPLOYEE MEETING PIZZA	98.65
			EMPLOYEE MEETING PIZZA	48.25
			EMPLOYEE MEETING PIZZA	84.41
			EMPLOYEE MEETING PIZZA	89.25
			HEALTH FAIR	590.40
			WATER, SODA	91.22
			20# CYLINDER	15.00
			TOTAL:	1,361.43
Overhead	General Fund	XEROX CORP	BASE CHARGE	547.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000028</b>	
		MOPERM	AUTO INS NEW VEHICLES	1,222.80
		WILLIAMS KEEPERS LLC	2011 AUDIT	2,500.00
		CHARTER BUSINESS	MAY SERVICE	6.45
			TOTAL:	4,276.61
Police	General Fund	PURCELL TIRE CO	TIRES	1,489.92
		ED ROEHR SAFETY PRODUCTS INC	BULB MAGS RECHARGEABLE	59.63
		FINISHING TOUCH	CUSTOM GRAPHICS/LTR 4 VEHI	1,580.00
		FLEET ONE	PUBLIC SAFETY FUEL	1,443.12
			PUBLIC SAFETY CAR WASH	42.00
			PUBLIC SAFETY FUEL	41.00
			PUBLIC SAFETY FUEL	1,835.09
			PUBLIC SAFETY CAR WASH	96.00
		MO VOCATIONAL ENTERPRISES	CUSTOM FLAT PLATE SETS	400.00
		MO STATE HWY PATROL CJ	ADV CRASH INVESTIGATION-WY	139.00
		LAKE CLEANERS	UNIFORM CLEANING	554.00
		HEDRICK MOTIV WERKS LLC	THROTTLE CNTRL 2007 CHARGE	305.46
			FAN/MODULE REPAIR PD 22	368.25
			OIL CHG PD19	32.50
			BATTERY 2006 TAURUS	130.99
			OIL CHG, MNT/BAL PD 27	93.50
			FRONT BRAKES, OIL CHNG PD2	143.64
		STAPLES ADVANTAGE	CLEANING SUPPLIES, TONER	150.70
			DVD-R, CPY PPR, TONER, BAD	234.25
		EZARD'S	INSULATED HOT WTR NOZZLES	17.98
			TOTAL:	9,157.03
911 Center	General Fund	WIRELESS USA INC	JUNE SERVICE CONTRACT	225.00
			REPAIR	283.95
		STATE OF MO CRIMINAL RECORD SYS	CRIMINAL RECORD CHECKS	60.00
			TOTAL:	568.95
Planning	General Fund	BANKCARD CENTER 3333	BAIT, HAND SANITIZER	9.12
			BASTING MOP, BBQ SET	12.85
		FLEET ONE	PLANNING FUEL	90.18
			PLANNING FUEL	94.42
			TOTAL:	206.57
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	50.31
			CITY ENG FUEL	60.91
		LOWE'S	HEAVY DUTY RND TRAS	33.76
		LAKE OZARK CARWASH LLC	CAR WASHES, DETAILING	58.00
			TOTAL:	202.98
Information Technology	General Fund	INFORMATION TECHNOLOGIES INC	PD SOFTWARE SUPPORT	1,839.00
		DLT SOLUTIONS INC	AUTOCAD CIVIL 3D SUPPORT	3,405.87
		VERIZON WIRELESS	MAY SERVICE	86.02
			TOTAL:	5,330.89
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL	33.25
			TOTAL:	33.25
Economic Development	General Fund	COMFORT CARE	RECLAIM REFRIGERANT	1,440.00
			TOTAL:	1,440.00
Transportation	Transportation	FLEET ONE	TRANS FUEL	466.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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000029

			TRANS FUEL	394.82
		JACK'S MUNICIPAL SALE & SERVICE INC	STREET SIGNS	45.57
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	5.29
			MINI HALOGEN, DISCONNECT	7.18-
		CAMDEN COUNTY RECORDER OF DEEDS	PLAT COPIES - ETHAN	50.00
		PRECISION AUTO & TIRE SERVICE LLC	ROTATE TIRES, OIL CHANGE #	61.90
			OIL CHANGE #62	41.95
		APAC MO INC	6" BASE	191.58
		KW LUETKEMEYER	OB12-006 PAVEMENT MARKINGS	15,483.05
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.48
			STREET DEPT FLOOR MATS	5.76
			STREET DEPT UNIFORMS	30.48
			STREET DEPT FLOOR MATS	5.76
		STAPLES ADVANTAGE	LINERS, PAPER TOWELS	49.20
			TONER	18.08
		EZARD'S	FASTENERS	4.88
			<b>TOTAL:</b>	<b>16,878.55</b>

Water Water Fund

		PURCELL TIRE CO	TIRE ROTATION #52	32.10
		EZARD'S	WINDEX	3.29
			PAINT BRUSH, D BATTERIES	20.05
			FASTENERS	4.74
			DEEP WOODS OFF	23.96
			SHELF BRACKET, FASTENERS	23.86
			PAINTBRUSHES	12.98
			PLUMBING SUPPLIES	16.59
		RP LUMBER INC	HILLMAN FASTENERS	7.20
		FLEET ONE	WATER FUEL	218.66
			WATER FUEL	159.88
		MO ONE CALL SYSTEM INC	LOCATES	79.95
		SCHULTE SUPPLY INC	PROREAD	440.00
		MOPERM	AUTO INS NEW VEHICLES	815.20
		JOE MACHENS FORD	2012 F250	26,076.00
			2012 F250	21,605.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER FLD, ANTIFREZ	13.28
			UTILITY CLOTH	20.40
			COMPASS	10.99
		POSTMASTER	UTILITY BILL MAILING	365.00
		PRAIRIEFIRE COFFEE & ROASTERS	HOT CHOCOLATE	12.95
		BANKCARD CENTER 3374	BRIZENDINE 2 NIGHTS SPRING	136.80
		HD SUPPLY WATERWORKS LTD	ENAMEL, VALVE, LMI REPAIR	426.35
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	20.31
			WATER DEPT FLOOR MATS	5.77
			WATER DEPT UNIFORMS	20.31
			WATER DEPT FLOOR MATS	5.77
		STAPLES ADVANTAGE	TONER	18.08
			<b>TOTAL:</b>	<b>50,595.47</b>

Sewer Sewer Fund

		MCDUFFEY LAB	E COLI ANALYSIS	35.00
			FECAL ANALYSIS	20.00
			E COLI ANALYSIS	35.00
		MILLER CO RECORDER	FAXED COPIES	2.50
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMPOUTS	1,680.00
		EZARD'S	SUPER GLUE	4.49
			ECHO POWER EQUIP	12.99
		FLEET ONE	SEWER FUEL	433.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000030</b>
			SEWER FUEL	656.85
		MO ONE CALL SYSTEM INC	LOCATES	79.95
		SIEMENS WATER TECH CORP	ODO-FREE	8,247.15
			ODO-FREE	8,111.85
			ODO-FREE	8,177.45
		TALLMAN COMPANY	FLEX COUPL, CAULK	68.81
			PVC	0.71
			PVC	96.60
		O'REILLY AUTOMOTIVE STORES INC	CIRCUIT BRKR, BUNGEE	42.98
			PENETRANT, LUBRICANT	26.98
			V BELTS	37.04-
		LAKE SUN LEADER 81525 & 1586450	2012 VOLUTES (REBID)	72.00
		CONSOLIDATED ELECTRICAL DISTR, INC	200 A HD LVR OU	164.81
			PVC, 2P-120/240-100A CB	85.71
			CONDUIT, PVC, LOCKNUTS	30.32
			SCREWDRVR, SQD TR LD-CNTR	80.97
		POSTMASTER	UTILITY BILL MAILING	365.00
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	35.00
		BOWLING ELECTRIC MACHINE	PUMP	529.00
		BUTLER SUPPLY CO	FUSES	166.65
		JCI INDUSTRIES INC	PUMP REPAIR SN #0203213	1,487.00
			PUMP REPAIR SN #67567	3,440.41
			PUMP REPAIR SN #725	1,595.00
			PUMP REPAIR SN # NOT AVAIL	278.57
			PUMP REPAIR SN #0212778	1,487.00
		HEDRICK MOTIV WERKS LLC	BALL JNTS, TIE RODS #71	631.30
			BRAKE REPAIR #71	88.70
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	42.58
			SEWER DEPT FLOOR MATS	5.77
			SEWER DEPT UNIFORMS	42.58
			SEWER DEPT FLOOR MATS	5.77
		STAPLES ADVANTAGE	COPY PAPER	27.64
			TONER	18.08
			TOTAL:	38,375.64
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	181.76
			AMB FUEL	126.04
		ROBERT D KING MD LLC	AMBULANCE MEDICAL DIRECTO	1,000.00
		STAPLES ADVANTAGE	TONER	56.92
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	4.19
		PMI SUPPLY, INC	MEDICAL SUPPLIES	139.50
			MEDICAL SUPPLIES	43.65
		A UNIFORMED LIFE	UNIFORM PANTS	150.00
			TOTAL:	1,702.06
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	76.98
			LCF FUEL	67.99
		NAEGLER OIL CO	JET A FUEL	15,544.41
			SATELLITE EQUIPMENT CONNEC	15.50
			AV GAS 100 LL	18,993.65
		BANKCARD CENTER 3374	LED WARNING LIGHT	85.87
		PREFERRED AUTO RENTAL	COURTESY CAR	25.00
		VAISALA INC	LOC MAINTENANCE	2,450.00
		EZARD'S	OSCSPRINKLER	8.99
			LIGHT BULBS	7.57
		O'REILLY AUTOMOTIVE STORES INC	OIL PRESS SW, DEGREASER	13.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000031</b>	
			TOTAL:	37,289.36
Grand Glaize Airport	Grand Glaize Airpo	GB MAINTENANCE SUPPLY	PAPER TOWELS	79.86
		NAEGLER OIL CO	SATELLITE EQUIPMENT CONNEC	45.50
		EZARD'S	ECHO POWER EQUIPMENT, LABO	81.00
		CROWN PRODUCTS INC	FUEL-GARD, ORINGS, FILTERS	1,860.17
			TOTAL:	2,066.53

----- FUND TOTALS -----

10	General Fund	35,952.91
20	Transportation	16,878.55
30	Water Fund	50,595.47
35	Sewer Fund	38,375.64
40	Ambulance Fund	1,702.06
45	Lee C. Fine Airport Fund	37,289.36
47	Grand Glaize Airport Fund	2,066.53
-----		
	GRAND TOTAL:	182,860.52
-----		

**Submission Date:** June 11, 2012  
**Submitted By:** City Attorney  
**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Bill 12-21 – Authorization for Mayor Lyons to sign the Sales Tax Administration Agreement setting out the City's rights and duties in administering the Dierbergs Osage Beach Transportation Development Agreement. The TDD will impose a 1% sales tax on sales at Dierbergs Lakeview Point Shopping Center which will be collected by the Missouri Department of Revenue and forwarded to the City. Pursuant to the Dierbergs TIF agreement and the Dierbergs TDD agreement the City will forward on half of the amount received to the TIF Special Allocation Fund and half to the TDD. The City will receive a 1% fee for its services in this agreement.

**Names of Persons, Businesses, Organizations affected by this action:**

City Finance Department, Dierbergs Osage Beach TDD and Dierbergs Osage Beach LLC as developer.

**Why is Board Action Required?**

Board action is required to approve an Agreement.

**Type of Action Requested (Ordinance, Resolution, Motion):**

Request first and second reading of Bill 12-21, authorizing the Mayor to sign the Agreement.

**Are there any deadlines associated with this action?**

No. The developer would like to have this agreement to begin drawing monies from the bank notes funding the TDD expenses as they are incurred.

**Comments and Recommendation of Department:**

The City Attorney recommends first and second reading approval of this ordinance to adopt the Agreement.

**000033**

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A SALES TAX ADMINISTRATION AGREEMENT WITH THE DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT

WHEREAS, the District was created by Judgment and Order Organizing a Transportation Development District, entered on March 14, 2012, by the Circuit Court of Camden County, Missouri, in Cause No. 11CM-CC0036, and

WHEREAS, the City and the District, among others, entered into a Transportation Development Agreement dated as of November 21, 2011 (the "TDD Agreement"). Unless states otherwise, all capitalized terms in this Agreement shall have the meaning assigned to such terms in the TDD Agreement, and

WHEREAS, the District has authorized the TDD Sales Tax in accordance with Section 238.235 of the TDD Act, which TDD Sales Tax is being imposed at a rate of one percent (1%), and

WHEREAS, the TDD Sales Tax will be collected by the Missouri Department of Revenue as provided in the TDD Act, and

WHEREAS, the TDD Agreement provides that the Gross TDD Sales Tax Revenues shall be deposited into the TDD Trust Fund to be distributed in accordance with the terms of the TDD Agreement, and

WHEREAS, the TDD Agreement further provides that the District may engage an Administrator to assist in the management of the District, and

WHEREAS, the District desires to engage the City, and the City agrees to be engaged, to perform for the District all functions incident to the administration and enforcement of the TDD Sales Tax on behalf of the District, pursuant to the TDD Act, the TDD Agreement, and this Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1 That acting on behalf of the City of Osage Beach, the Mayor is hereby authorized to execute the Sales Tax Administration Agreement which is attached hereto as Exhibit "A."

Section 2 That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: \_\_\_\_\_

READ SECOND TIME: \_\_\_\_\_

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

I hereby certify that the above Ordinance No. 12.21 was duly passed on \_\_\_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the Mayor for her signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

I hereby APPROVE the above Ordinance No. 12.21.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

## SALES TAX ADMINISTRATION AGREEMENT

**THIS SALES TAX ADMINISTRATION AGREEMENT** (this "*Agreement*") is made and entered into as of the \_\_\_ day of June, 2012, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a city of the fourth class organized and existing under the laws of the State of Missouri (the "*City*") and the **DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT** (the "*District*"). All capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to them in the TDD Agreement (defined below).

### RECITALS

A. The District was created by Judgment and Order Organizing a Transportation Development District, entered on March 14, 2012, by the Circuit Court of Camden County, Missouri, in Cause No. 11CM-CC0036.

B. The City and the District, among others, entered into a Transportation Development Agreement dated as of November 21, 2011 (the "*TDD Agreement*"). Unless states otherwise, all capitalized terms in this Agreement shall have the meaning assigned to such terms in the TDD Agreement.

C. The District has authorized the TDD Sales Tax in accordance with Section 238.235 of the TDD Act, which TDD Sales Tax is being imposed at a rate of one percent (1%).

D. The TDD Sales Tax will be collected by the Missouri Department of Revenue as provided in the TDD Act.

E. The TDD Agreement provides that the Gross TDD Sales Tax Revenues shall be deposited into the TDD Trust Fund to be distributed in accordance with the terms of the TDD Agreement.

F. The TDD Agreement further provides that the District may engage an Administrator to assist in the management of the District.

G. The District desires to engage the City, and the City agrees to be engaged, to perform for the District all functions incident to the administration and enforcement of the TDD Sales Tax on behalf of the District, pursuant to the TDD Act, the TDD Agreement, and this Agreement.

### AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The District hereby engages the City to perform for the District all necessary functions for the administration, disbursement and enforcement of the TDD Sales Tax on behalf of the District, pursuant to the TDD Act, the TDD Agreement, and this Agreement. The TDD Sales Tax shall be collected by the Missouri Department of Revenue as provided in the TDD Act. On behalf of the District, the City shall receive the TDD Revenues from the Missouri Department of Revenue. The City, on behalf of the District, shall enter into a direct deposit agreement, and any other necessary agreements, with the Missouri Department of Revenue in order to receive the TDD Sales Tax revenues into an account maintained by the City.

2. Upon receipt of the TDD Revenues from the Missouri Department of Revenue, the Gross TDD Sales Tax Revenues shall be deposited by the City into the TDD Trust Fund to be used in accordance with Section 4.4 of the TDD Agreement.

3. The City agrees to comply with the terms of the TDD Agreement in the administration and enforcement of the TDD Sales Tax, including, without limitation, Sections 4.4 (governing the imposition of the TDD Sales Tax) and 4.10 (governing the segregation and investment of TDD Revenues).

4. The City shall be entitled to receive annually an administration fee for administering and accounting for the TDD Revenues in the amount of one percent (1%) of the total TDD Revenues (the "**Administration Fee**"). The Administration Fee shall be the one percent (1%) cost of collection included in the definition of Gross TDD Sales Tax Revenues for purposes of determining the difference between TDD Revenues and Gross TDD Sales Tax Revenues, and shall not be an additional fee for administering and accounting for the TDD Revenues.

5. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the TDD Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit, or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the TDD Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the TDD Sales Tax shall be treated as TDD Administrative Costs of the District.

*(The remainder of this page is intentionally left blank.)*

**COUNTERPART SIGNATURE PAGE TO  
SALES TAX ADMINISTRATION AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by City the \_\_\_\_\_ day of June, 2012.

**CITY OF OSAGE BEACH, MISSOURI**

By: \_\_\_\_\_  
Penny Lyons, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**COUNTERPART SIGNATURE PAGE TO  
SALES TAX ADMINISTRATION AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by District the \_\_\_\_\_ day of June, 2012.

**“DISTRICT”**

DIERBERGS OSAGE BEACH  
TRANSPORTATION DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Submission Date:** June 13, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Bill 12-22. To authorize the Mayor to sign State Block Grant Agreement with the Missouri Highways and Transportation Commission for the Pavement Maintenance Project at Lee C. Fine Airport

**Names of Persons, Businesses, Organizations affected by this action:**

Citizens of Osage Beach, City Staff, and Missouri Department of Transportation

**Why is Board Action Required?**

Board approval required for Ordinance.

**Type of Action Requested (Ordinance, Resolution, Motion):**

A motion to approve first and second readings of Bill 12-22.

**Are there any deadlines associated with this action?**

In order to receive this funding, we need to execute this agreement.

**Comments and Recommendation of Department:**

This agreement provides funding for the pavement maintenance project at Lee C. Fine Airport. It is set up as 95% federal funds. This agreement is setup for 5 % local match, but has some language in it that if the FAA decides that the local match shall be 10% that the City will be responsible for 10% match. This information is found in point 5 on page 4 of the agreement.

The Engineering Department recommends approval and first and second reading is requested.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ALLOCATING FEDERAL NON-PRIMARY ENTITLEMENT FUNDS FOR THE RUNWAY MAINTENANCE PROJECT AT THE LEE C. FINE MEMORIAL AIRPORT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the agreement with the Missouri Highways and Transportation Commission allocating federal non-primary entitlement funds in the amount of \$318,837 for the runway maintenance project at the Lee C. Fine Memorial Airport.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Exhibit A titled State Block Grant Agreement, Project No. 12-046B-1.

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage and approval by the Mayor.

READ FIRST TIME: \_\_\_\_\_ READ SECOND TIME: \_\_\_\_\_

I hereby certify that Ordinance No. 12.22 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:  
Abstentions:

Nays:  
Absent:

This Ordinance is hereby transmitted to the Mayor for her signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 12.22.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** June 14, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Bill 12-23 - To remove the left turn sign from Hatchery Road at Highway 54 (Osage Beach Parkway) from the Traffic Code Schedule V. Turn Restrictions, Table V-B. No Left Turns.

**Names of Persons, Businesses, Organizations affected by this action:**

Residents, visitors, Department of Public Safety, MoDOT, and other City Staff.

**Why is Board Action Required?**

In order to be legally enforceable, regulatory signs must be located and established as such by ordinance.

**Type of Action Requested (Ordinance, Resolution, Motion):**

A motion to approve first and second readings of Bill 12-23.

**Are there any deadlines associated with this action?**

The removal of the sign is a result of the construction of the new U.S. Highway 54.

**Comments and Recommendation of Department:**

The Engineering Department has looked into the situation and feels comfortable removing this no left turn restriction. Certain events and times which will cause increased traffic from Hatchery Road onto Highway 54 (Osage Beach Parkway) may necessitate a need for a temporary no left turn order. These situations will be evaluated case by case.

The Engineering Department recommends approval of Bill 12-23 and would like a first and second reading.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Engineer.

BILL NO. 12-23

ORDINANCE NO. 12.23

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE V, TURN RESTRICTIONS, BY DELETING THE NO LEFT TURN SIGN LOCATED ON HATCHERY ROAD ONTO HIGHWAY 54.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. That SCHEDULE V. TURN RESTRICTIONS of the Osage Beach Code of Ordinances be amended by deleting the no left turn sign on Hatchery Road onto Highway 54 from Schedule V. TURN RESTRICTIONS, Table V-B. No Left Turns.

Section 2. That in all other respects, Schedule V, TURN RESTRICTIONS, remains the same.

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: \_\_\_\_\_; READ SECOND TIME: \_\_\_\_\_

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

I hereby certify that the above Ordinance No. 12.23 was duly passed on \_\_\_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_ Nays \_\_\_\_\_  
Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the Mayor for her signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

I hereby APPROVE the above Ordinance No. 12.23.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** June 14, 2012  
**Submitted By:** City Treasurer  
**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Authorization for the Mayor to execute an agreement with recommended Credit Card Services vendor.

**Names of Persons, Businesses, Organizations affected by this action:**

Citizens of Osage Beach, vendors and City Staff.

**Why is Board Action Required?**

Board action is required to enter into a contract/agreement.

**Type of Action Requested (Ordinance, Resolution, Motion):**

A motion to authorize Mayor to authorize agreement.

**Are there any deadlines associated with this action?**

No.

**Department Comments and Recommendation:**

The City Treasurer's Department recommends that the City utilizes MuniPay for credit/debit card processing services. MuniPay is a division of Nationwide Payment Solutions which caters specifically to governmental entities. The key determining factor in this recommendation is the fact that MuniPay offers a completely cost neutral program for the City. The transaction fee (2.45%, \$1.50 minimum) is completely paid by the customer and there are no fees charged to the City. MuniPay provides both over the counter credit card payments as well as online payments via a seamless and secure link on the City's website. Funds due the City will be automatically deposited into our bank account within two business days. MuniPay will provide card readers at no cost for

over the counter transactions. Training will be provided at no additional cost as well as continuous 24 hour support. MuniPay also provides real-time reporting options which will allow City staff to easily balance daily and have access to numerous search options.

The City Treasurer also requests that all City Departments and all City services be allowed to utilize these credit/debit card services.

This agreement has been reviewed and updated/corrected by the City Attorney to protect the City interests.

**City Administrator Comments and Recommendation:**

The City Treasurer's Department checked three references and all three checked out great. Concur with the recommendation of the City Treasurer.



**Credit/Debit Card Processing Bid Comparison**

<b>Bidders</b>	<b>Transaction Rates*</b>	<b>Gateway Fees</b>	<b>Equipment Fees</b>	<b>Monthly Fees</b>	<b>Miscellaneous Factors</b>
<b>MuniciPay (NPS)</b>	2.45%/\$1.50 minimum	None	None	None	
<b>CourtMoney</b>	\$2<\$50, 4%>\$50	None	None	None	\$3.50 additional for direct pay
<b>USBank</b>	pass thru + 0.20 + .5%	None	\$995 one time	\$22.00	
<b>RevTrak</b>	2.49%-3.49%	None	\$179.90 one time	None	
<b>Interware Development (EB2gov)</b>	2.95%/\$1.50 minimum	\$1.50/trans	\$240 one time	\$21.67	App fee \$95
<b>CardPayment Solutions</b>	2.50%	\$7.50/month	\$40 one time	\$9.95	
<b>Federal Payments</b>	pass thru + 0.15 + .3%	None	\$178.00 one time	\$12.50	Alt terminal avail \$240 each

\*pass thru range 0.05% to 1.55%

000048



# MERCHANT APPLICATION

Registered ISO/MSP of HSBC Bank USA, National Association - Buffalo, NY

## BUSINESS CONTACT INFORMATION - PRINT LEGIBLY New Add'l Loc/MID# Ownership change

(Government Entity Name)				(Legal Name)			
(Location Address)				(Mailing Address)			
(City)		(State)	(Zip)	(Mailing City)		(State)	(Zip)
(Fed Tax ID#)	(Location Phone #)	(Primary Contact Name)		(Fax #)	(Primary e-mail Address - Required)		
(Alternate Contact Name)		(Alternate Contact #)	(Additional e-Mail for Reporting, Statements, and Notifications)				

If information provided does not match the information on file with the IRS, NPS will require the submission of a W9 tax form. Failure to submit a W9 tax form with accurate information will result in a \$50 penalty per tax year as well as a 28% withholding per IRS regulations. For more information on T.D. 9496 Merchant Reporting, please visit www.IRS.gov. A 1099-K report will be provided by NPS each tax year beginning in January 2012.

## BUSINESS PROCESSING PROFILE (must be accurate)

CARD SWIPE (mag stripe) W/SIGNATURE _____ %	Date Established: _____	Prior Bankruptcy? <input type="checkbox"/> Y <input type="checkbox"/> N
CARD PRESENT / KEY ENTERED W/SIGNATURE & IMPRINT _____ %	Do you currently accept credit cards at this location or any other? <input type="checkbox"/> Y <input type="checkbox"/> N	
MAIL/TELEPHONE SALES (MOTO/IO ADDENDUM REQUIRED) _____ %	*Seasonal? <input type="checkbox"/> Y <input type="checkbox"/> N *\$25 seasonal shutdown fee applies	
INTERNET/E-COMM SALES (MOTO/IO ADDENDUM REQUIRED) _____ %	Are customers req'd to pay deposits? <input type="checkbox"/> Y <input type="checkbox"/> N What % of sales? _____ %	
(Describe Products / Service in Detail - use cover sheet if more space is needed)	# days product/service shipped/complete? <input type="checkbox"/> 0-2 <input type="checkbox"/> 3-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> >30 (from time credit card is charged)	
	Website Address: _____	
	Refund Policy <input type="checkbox"/> All Sales Final <input type="checkbox"/> _____ # of days <input type="checkbox"/> Exchange Only	

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \*(Annual Volume) \*(Average Ticket Size) \*(High Ticket Amount) (Describe in Detail)

\*\*NOTE: Signer certifies that the average/high ticket, annual volume & business profile indicated is accurate. Signer further agrees that any transactions and/or volume that exceeds the amounts indicated above OR any significant profile or financial changes may result in delayed and/or withheld settlement of funds. Notifying NPS in advance will help avoid such delays.

## AUTHORIZED SIGNER

1 (First Name)	(Last Name)	(SS#)	(DOB)	(Home Phone #)	(Equity %)
(Home Address / No P.O. Box)			(City)	(State)	(Zip)
1 (First Name)	(Last Name)	(SS#)	(DOB)	(Home Phone #)	(Equity %)
(Home Address / No P.O. Box)			(City)	(State)	(Zip)

## MEMBER BANK INFORMATION

HSBC Bank USA, National Association - Merchant Support Group - P.O. Box 3263 - Buffalo, NY 14240-4563 - 716-841-6360

### IMPORTANT MEMBER BANK RESPONSIBILITIES

- A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
- A Visa Member must be a principal (signer) to the Merchant Agreement.
- The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
- The Visa Member is responsible for and must provide settlement funds to the Merchant.
- The Visa Member is responsible for all funds held in reserve that are derived from the settlement.

### IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
  - Merchant must maintain fraud and chargebacks below thresholds.
  - Merchant must review and understand the terms of the Merchant Agreement.
  - Merchant must comply with Visa Operating Regulations.
- The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.

## \*\*\*\*\*MUST BE COMPLETED\*\*\*\*\* CARDHOLDER DATA SECURITY - PCI-DSS Visit [www.PCIsecuritystandards.org](http://www.PCIsecuritystandards.org) for more info.

1. Have you experienced a cardholder data breach? Y <input type="checkbox"/> N <input type="checkbox"/>	3. Do you electronically store any cardholder data? Y <input type="checkbox"/> N <input type="checkbox"/>
a. If Yes, date of compromise: _____	a. If Yes, where is it stored? <input type="checkbox"/> On-Site <input type="checkbox"/> 3rd Party Software/Gateway <input type="checkbox"/> POS Terminal
2. Are you PCI-DSS validated/certified? Y <input type="checkbox"/> N <input type="checkbox"/>	4. How do you process your transactions? <input type="checkbox"/> POS Terminal <input type="checkbox"/> 3rd Party Software/Gateway/Service Provider
a. If Yes, date of last audit: _____	POS 3rd Party Software/Gateway Name: _____ Version #: _____
b. If Yes, submit authorized assessor certificate	POS 3rd Party Software/Gateway Contact Name and #: _____

## MERCHANT SITE SURVEY REPORT (to be completed by NPS)

Merchant Location  Office Building  Residence  Other: \_\_\_\_\_ Population \_\_\_\_\_  
 Area Zoned:  Commercial  Industrial  Residential Square footage:  0-250  251 - 500  500 - 2,000  > 2,000

By signing below, I hereby confirm that the information on this application is true and correct as the merchant applicant has described and that I have verified the identity of the business, its owners and the signer(s) of this application. I further confirm that I have physically inspected the business premises at the location address stated above.

\_\_\_\_\_  
 (Sales Professional Name and ID #) (Strategic Partner/Affiliate ID #) X (Sales Professional Signature) (Date)

**BILLING & PRICING INFORMATION - SCHEDULE OF CONVENIENCE FEES**

<input type="checkbox"/> Over-the-Counter, Phone, Mail		<input type="checkbox"/> Ecommerce Transactions		APPLICABLE FEES	
Visa/MasterCard/Discover Transactions	2.45%	Visa/MasterCard/Discover Transactions	2.45%	Initial MuniPAY Set Up Fee	\$0
American Express Transactions	2.45%	American Express Transactions	2.45%	Monthly Software/Gateway Fee (per month per Master MID)	\$0
Visa Signature Debit Tax Transactions	\$3.95	<input type="checkbox"/> Echeck Transactions	\$1.50 per check	All Convenience Fee Transactions have a \$1.50 minimum transaction charge	
				NSF Fee	\$35
				Retrieval Fee	\$10
				Chargeback Fee	\$15

**MuniPAY Agreement**

**MuniPAY Special Terms and Conditions.** The following terms and conditions shall serve as an agreement between Nationwide Payment Solutions LLC ("NPS") and the Government Entity ("GE") listed on page 1 of the NPS Merchant Agreement. These terms and conditions shall be in addition to but not serve as any replacement to any existing terms of the Nationwide Payment Solutions Merchant Agreement.

**1. PCI-DSS Security.** Both MuniPAY and Nationwide Payment Solutions meet or exceed all PCI DSS guidelines and requirements for the storage and transmission of cardholder data. NPS is a certified Level 1 PCI DSS service provider. GE agrees not to store any sensitive credit card data.

**2. Optional Cardholder Convenience Fee Program.** GE understands that NPS has authorized GE to accept credit cards. In order to waive processing fees for GE, NPS is required to charge a Convenience Fee to the cardholder at the time of transaction. GE agrees to meet all the requirements established by the Card Associations in order to allow a Convenience Fee to be charged. NPS may deny/decline transactions that do not qualify for a Convenience Fee per the rules and regulations of the Card Associations. NPS agrees to offer cardholders competitive Convenience Fees based upon the annual processing activity generated from each GE. NPS reserves the right to modify the amount of this Convenience Fee depending upon the costs which NPS incurs to process such transactions, industry trends and/or card association rules. In the event of a change, NPS shall provide Municipality with 30 days notice of such change.

**3. Disclosure & Opt Out of Convenience Fee.** GE understands that a cardholder has a right to opt out of a Convenience Fee transaction at the time of sale. GE agrees to disclose to the cardholder(s) the amount of the calculated Convenience Fee at the time of transaction (MuniPAY will automatically calculate fee) and give the option for the cardholder to cancel the payment and accept another form of payment (cash, checks etc.).

**4. Transaction Receipt(s) - Mail/Telephone/Internet Transactions**

**4a. Face to Face Transactions:** GE understands cardholders will be required to sign separately for the NPS Convenience Fee and the transaction amount(s) due to GE. GE agrees to maintain a copy of transaction receipts for a minimum of 18 months per the Card Association regulations. GE further agrees to provide NPS a timely copy of such receipt(s) in the event it is requested.

**4b. Phone Transactions:** GE understands that each transaction which is processed over the telephone shall require GE to disclose the Third Party Convenience fee being assessed for the completion of the transaction prior to charging the cardholder's credit card. The Cardholder has the right to opt out of the transaction, per the Card Association rules regarding Convenience Fees. GE agrees to print a receipt for phone order transactions and to write in *Phone Order* on the signature line for both the NPS convenience fee and GE transaction(s).

**4c. Internet Transactions:** MuniPAY's secure e-commerce interface shall disclose to the Cardholder any Third Party Convenience fees being assessed prior to charging the Cardholder's credit card. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules. NPS shall automatically initiate an email receipt to the Cardholder for each completed transaction.

**5. Internet Sale Items/Default Pricing**

GE understands that by using the MuniPAY e-commerce processing solution, it has authorized NPS to post any set default pricing and payment items as indicated by the GE. GE agrees that it is the responsibility of the GE to notify the MuniPAY Support Center of any changes to default pricing and/or payment items displayed.

**6. Card Holder Disputes/Convenience Fee Indemnification.** GE agrees that any disputes between GE and a Cardholder relating to a transaction funded directly to the GE shall be settled between GE and the Cardholder directly. NPS shall assist GE in settling these disputes. GE understands that such disputes can result in a cardholder issued "chargeback" to GE based on Card Association rules and regulations. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. NPS will provide details of such "chargeback(s)" including Cardholder name and transaction details. Such chargeback disputes may require GE to provide a copy of the signed credit card receipt. GE will hold no liability nor be debited any chargeback for a Convenience Fee amount.

**6. Equipment Use Provision.** At NPS' sole discretion, NPS may provide GE the use of certain hardware related to the use of MuniPAY. GE further agrees that any and all hardware provided by NPS shall remain the property of NPS. GE agrees to return all hardware to NPS no later than 30 days from end of service. Failure to return such hardware shall result in GE being assessed a fee for the value of each piece of hardware provided.

By signing below, I have read and understand the terms and conditions above and understand that these terms shall be in addition to my NPS Merchant Application/Agreement, including but not limited to the terms and conditions of such NPS merchant agreement.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGEMENT & AGREEMENT (required)**

**INVESTIGATIVE CONSUMER REPORT:** An investigative or consumer report may be made in connection with application. Merchant authorizes any party to the Agreement or any of its agents to investigate the references provided or any other statements or data obtained from Merchant, from any of the undersigned personal guarantor(s), or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. **CORPORATE RESOLUTION.** The indicated officer(s) identified below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation. Merchant understands that this agreement shall not take effect until Merchant has been approved by bank and a merchant number has been issued. **IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. Nationwide Payment Solutions, MSI, Global Payments Direct, and HSBC Bank USA, National Association shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Nationwide Payment Solutions, MSI, Global Payments Direct, and HSBC Bank USA, National Association. **BY SIGNING BELOW:** Either on the original or a fax you are agreeing to the provisions stated within the Terms & Agreement of this merchant application and you are acknowledging that you both received a copy of and have carefully read each of these provision within the attached 3 page Merchant Processing Terms & Agreement before signing below.

**X** \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

**Merchant Processing Terms & Agreement**

This document, "Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions"). This document, "Merchant Processing Agreement" (the "Agreement"), is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"), and is a registered independent sales organization of Visa and a member services provider of MasterCard. This Agreement is between Global, MSI, Bank, Debit Sponsor (as applicable), and the merchant ("you") identified in the Merchant Application ("Merchant Application").

**TERMS AND CONDITIONS**

**1. WITHOUT DISCRIMINATION.** You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" means a person processing a Card and purporting to be the person in whose name the Card is issued. You will not establish a minimum or maximum transaction amount as a condition for honoring a Card.

**2) Card Identification.** You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired; (ii) the signature on the sales draft does not correspond with the signature on the Card; (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number listed on a current Electronic Warning Bulletin file; you may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number, as a condition for honoring a Card unless permitted under the Laws and Rules; (defined in Section 14, below).

**3) Card Receipt.** You will use your reasonable, best efforts to recover any Card: (i) on Visa Cards if the printed four digits above the embossed account number do not match the first four digits of the embossed account number; (ii) if you are advised by MSI, Global or Bank (or a designee) the issuer of the Card or the designated voice authorization center to retain it; (iii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen; or (iv) authorized by the Cardholder; or (v) for MasterCard Networks, the embossed account number, indent printed account number and/or encoded account number do not agree or the Card does not have a MasterCard hologram on the lower right corner of the Card face.

**4) Substitutions.** You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check, or similar means other than by using a Card.

**5) Return Policy.** You will properly disclose to the Cardholder, at the time of the Card transaction, and in accordance with the Rules, any limitation you have on accepting returned merchandise.

**6) No Claim Against Cardholder.** You will not have any claim against or right to receive payment from a Cardholder unless MSI, Global and Bank release to you the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt of a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive any such payments you promptly will remit them to MSI, Global and Bank.

**7) Disputes With Cardholders.** All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither MSI, Global or Bank bear any responsibility for such transactions.

**2. AUTHORIZATION**

**A) Signature and Information.** You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may communicate only the transaction authorized and must note on the Sales Draft your communication number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.

**B) E-Check.** Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card.

**C) Unreadable Magnetic Stripes.** When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to MSI, Global and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

**3. PRESENTMENT OF SALES DRAFTS**

**A) Expiry.** You will use a Sales Draft ("Sales Draft" or other form approved by MSI, Global and Bank) to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) the merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit transaction; (vii) (if adjacent to the signature line, in addition that all sales are final, if applicable).

**B) Signatures.** Sales Drafts must be signed by the Cardholder unless the Card transaction is a valid multi-network order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.

**C) Receipt of Information.** If the following information embossed on the Card and the Merchant's name is not legibly imprinted on the Sales Draft, you will legibly reproduce on the Sales Draft before submitting it to MSI, Global and Bank: (i) the Cardholder's name; (ii) account number; (iii) expiration date; and (iv) the Merchant's name and place of business. Additionally, for MasterCard transactions you will legibly reproduce the name of the Bank issuing the Card as it appears on the face of the Card.

**D) Delivery and Retention of Sales Drafts.** You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction; (i) you will retain the merchant copy of the Sales Draft or credit memorandum for at least 30 days following the date of completion of the Card transaction (or such longer period as the Rules require).

**E) Electronic Transactions.** In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is processed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions; and (ii) MSI or Global's sole discretion, the deposit of those funds into the Reserve Account; and if you provide your own electronic terminal or similar device, such terminals must meet MSI, Global and Bank's requirements for processing transactions, and must be Year 2000 compliant. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to MSI, Global and Bank or their agent in the form MSI, Global and Bank from time to time specifies or as required under the Rules if MSI, Global or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.

**4. DEPOSIT OF SALES DRAFTS AND FUNDS DUE MERCHANT**

**A) Deposit of Funds.** i. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, II U.S.C § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6) below funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines,

chargebacks, or fees). You acknowledge that your obligation to MSI, Global and Bank for all amounts owed under this Agreement arise out of the same transaction as MSI, Global and Bank's obligation to deposit funds to the Designated Account. i. Provisional Credit. Notwithstanding the previous sentence, under no circumstance will MSI, Global or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by MSI, Global and Bank. All Sales Drafts and deposits are subject to audit and final closing by MSI, Global and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks and adjustments (ii) in accordance with the Rules; (f) for any of your obligations to MSI, Global and Bank; and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not the conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within MSI, Global and Bank's sole discretion. ii. Processing Limits. MSI, Global and Bank may impose a cap on the volume and total amount of Sales Drafts that they will process for you, as indicated to you by MSI, Global or Bank. This limit may be changed by MSI, Global and Bank upon written notice to you.

**B) Chargebacks.** You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks." You will pay on demand the value of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account, the Reserve Account (defined in Section 7, below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.

**C) Excessive Activity.** Your presentation to MSI, Global and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equal to 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, MSI, Global and Bank to take any action they deem necessary including but not limited to, suspension of processing privileges, creation or maintenance of a Reserve Account in accordance with this Agreement.

**D) Disputes.** i. Credit Memoranda. You will issue a credit memorandum in any approved form instead of making a debit, a disbursement or a refund on any Card transaction. MSI, Global or Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to MSI, Global and Bank. You will not submit a credit that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction. i. Retention of Card. MSI, Global or Bank may refuse to accept any Sales Draft, and MSI, Global and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) The transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) The Cardholder disputes his liability to MSI, Global and Bank for the goods or services, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay MSI, Global and Bank any amount previously credited to you for a Sales Draft not accepted by MSI, Global and Bank or where accepted, is revoked by MSI, Global and Bank.

**E) Disputations.** Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.

**F) Misstatements.** You will not present for processing or credit, directly or indirectly, any Cardholder or not originated as a result of a Card transaction directly between you and a Cardholder or you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

**5. OTHER TYPE OF TRANSACTIONS**

**A) Debit Card Processing Services.** You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you. Debit Sponsor shall act as your sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by you (the "Covered Terminals"), Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tyne, which networks may be changed from time-to-time by Debit Sponsor, MSI or Global without notice.

You may also have access to other debit networks that do not require a sponsor. MSI and Global will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. MSI and Global will provide connection to such Networks, terminal applications, settlement, and reporting activities. You will comply with all federal, state, and local laws, rules, regulations and ordinances (Applicable Laws) and with all bylaws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any applicable participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for you in each Network and you shall obtain all consents, approvals, authorizations, or orders of any governmental agency or body required for the installation, delivery, and performance of the Agreement. You agree to utilize debit card services in accordance with this Agreement, its exhibits, or supplements, and MSI and Global's instructions and specifications, and to provide MSI and Global with the necessary data in the proper format to enable MSI and Global to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to you upon request. You will provide prompt written notice to Debit Sponsor, MSI, and Global in the event that you are subject to any of the following: i. Conviction for a felony offense or any other crime involving moral turpitude; ii. Retaining order, decree, injunction, or judgment in any proceeding of lawsuit alleging fraud or deceptive practices on your part; iii. Bankruptcy filing or condition, financial or otherwise; v. The threat or filing of any litigation against you; the outcome of which reasonably could have a material adverse effect on your continuing operations; vi. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or securities agency or entity operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or vii. Any disciplinary action taken by any network against you or any of your principals. Debit Sponsor, MSI, or Global may terminate or suspend in its discretion Debit Sponsor's sponsorship of you in any Network or modify the provision of Services to you. i. Immediately upon notice to you of the occurrence of any of the conditions set forth in items (i), (ii), (iii), (iv), or (vii) in the immediately preceding paragraph or if Debit Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by you of the occurrence of any of the conditions set forth in items (vi), (vii), or (viii) in the immediately preceding paragraph or if Debit Sponsor terminated its membership or participation in such Network; ii. Immediately upon notice to you in the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or iv. Immediately upon notice to you of the occurrence of any other circumstance with respect to the Section that may reasonably be expected to have an adverse effect on Debit Sponsor, MSI, or Global. The parties hereto acknowledge and agree that MSI or Global shall pay Debit Sponsor any and all fees related to Debit Sponsor's sponsorship of you in the Networks; provided, however, that in the event MSI or Global fails to pay such amounts, Debit Sponsor shall be entitled to recover all such amounts directly from you

and you agree to pay all such amounts. You shall not in any way indicate that Debit Sponsor endorses your activities, products, or services. Debit Sponsor and you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and you. You shall indemnify and hold harmless Debit Sponsor, MSI, and Global, their affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in-house counsel, whether or not legal proceedings are instituted) paid or incurred by or on behalf of Debit Sponsor, MSI, or Global as a result of any violation of any of the terms of this Section, Network Rules, or Applicable Law, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. Debit Sponsor shall in no way be liable for any act or omission of MSI or Global under this Agreement. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, MSI and Global may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.

**B) Multi-Location Order.** MSI, Global and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder or Card are not present ("Mail/Telephone Order") due to the high incidence of customer disputes. You will obtain the Mail/Telephone Order expiration date of the Card for a multi-network order and submit the expiration date when obtaining authorization of the Card transaction. For mail/telephone order transactions, you will type or print legibly on the signature line following an applicable telephone order or "TO" or mail order or "MO". You must comply with the Rules. MSI, Global and Bank, at your optional order, may limit choices from the merchant's merchandise represented to MSI, Global and Bank in the Merchant Application. MSI, Global and Bank may cancel accepting, multi-network order transactions, limit the acceptance of such orders, or increase their fees if the mix changes. BANK will increase funds to MERCHANT (f) business days after transaction date. If MERCHANT agrees to use and retain proof of a traceable delivery system as means of shipment of products as applicable to cardholder. N. MERCHANT agrees to a charge of \$0.05 per AYS transaction. If applicable, v. Agreement may be immediately terminated by BANK. If MERCHANT fails to comply with any of the terms of the agreement.

**C) Billing/Disputations.** For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholder's account, the frequency of the recurring charge, and the duration of the duty which such charge may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder (f) notice from MSI, Global or Bank; or (ii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction".

**D) Multiple Sales.** You will include a description and total amount of goods and services per item on a single transaction on a single Sales Draft or transaction record, and unless (f) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

**E) Partial Completion.** i. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of MSI, Global or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available under the Laws or Rules. ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when applying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

**F) E-Check Debits.** You will not present any Sales Draft or other memorandum to Bank for processing "whether by electronic means" which relates to the sale of goods or services for future delivery without MSI, Global or Bank's prior written authorization. Such consent will be subject to Bank's final approval. If MSI, Global or Bank will not give you any proceeds or credit resulting from such transactions to purchase or furnish goods or services at the agreed upon future date independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

**G) Electronic Commerce Transactions.** You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained MSI's or Global's consent. If you submit EC transactions, without or with, you will immediately inform us of this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Visa Cardholder Information Security Program ("CISP") on the Visa International website, and to the extent that CISP applies to you, you agree to comply with its terms. If you present EC transactions to MSI and Global, such transactions must comply with the CISP requirements. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. You are liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been accepted; and if you have obtained consent to engage in such transactions. Exception is not a guarantee of payment and will not waive any provision of the Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are your responsibility. You understand that MSI and Global will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in US currency. i. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain all of the following information: i) complete description of the goods or services offered; ii) returned merchandise and refund policy; iii) customer service contact including electronic mail address and/or telephone number; iv) transaction currency (such as U.S. or Canadian dollars); v) export or legal restrictions, if known; and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal information in the database, you must follow Visa and MasterCard guidelines on cardholder such data. ii. Cardholder Information Security Program. If you accept EC transactions, you must install and maintain a working network firewall to protect data accessible via the Internet, keep security patches up-to-date, encrypt stored data and data sent over open networks, use and update anti-virus software, restrict access to data

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by business "need-to-know", assign a unique ID to each person with computer access to data; not use vendor-supplied defaults for system passwords and other security parameters; track access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder information and compliance with the Visa CISP Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines by Visa, and you agree to indemnify and reimburse MSI, Global and Bank immediately for any fee imposed due to your breach of this Section.

H) American Express, JCB and Diners Club Transactions. Upon your request, MSI, Global and Bank will provide authorization and/or data capture services, for JCB, Diners Club and American Express transactions. By signing this Merchant Agreement, Merchant agrees to abide by the terms and conditions of Diners Club, American Express, and JCB. I understand that the Diners Club Agreement will be sent to the business owner in this application. By accepting this Merchant Agreement, Merchant agrees to be bound by the terms and conditions of the Diners Club Card for goods and/or services. I agree that Merchant and Bank are not responsible for funding such transactions. Initial setup fees may apply.

I) Cash Advances. You will not deposit any transaction for purpose of obtaining or processing a cash advance. You agree that any such deposit shall be grounds for immediate termination, and you may not, under any circumstances, present for deposit (directly or indirectly), a transaction which originated with any other merchant or any other account. You will not, under any circumstances, deposit, itemize, remittance transactions unless you obtain Bank, MSI or Global's prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and MSI, Global or Bank may hold funds and/or require you to establish a Reserve Account. Further, you may be subject to Visa and MasterCard reporting requirements.

6. DESIGNATED ACCOUNT.

A) DESIGNATED ACCOUNT. Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank, MSI and Global ("Designated Account"). Merchant will maintain sufficient funds in the designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank, MSI and Global to debit the Designated Account for chargebacks, fees and any other Penalties or amounts owed under this Agreement, and irrevocably authorizes Bank, MSI and Global to debit the Designated Account for any amount owed to Bank, MSI and Global under this Agreement other than the amounts directly attributable to the settlement of transactions. You also authorize MSI, Global and Bank to debit the Merchant's Account for any fees due each vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified MSI, Global and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank, MSI or Global to change the Designated Account. If Merchant does not get that consent, Bank, MSI or Global may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B) DEDUCTIONS. Bank will deposit all Sales Drafts to the Designated Account subject to Section 4 of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following MSI and Global's receipt of the Sales Draft, except for mail orders/telephone order and electronic commerce transactions, which will be deposited 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank, MSI and Global to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to credit Merchant conditional credit for any entry. You authorize and appoint Bank, MSI and Global to act as your agent to collect Card transaction amounts from the Card issuing Bank, and to collect the agent. Bank, MSI and Global in its sole discretion, may grant you a provisional credit for transactions in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C) ASSAILED ERRORS. You must promptly examine all statements relating to the Designated Account, and immediately notify MSI, Global and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number; (ii) the dollar amount of the assailed error; (iii) a description of the assailed error; and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by MSI, Global and Bank within 30 calendar days after you received the periodic statement containing the assailed error. You may not make any claim against MSI, Global or Bank for any loss or expense relating to any assailed error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, MSI, Global and Bank will be entitled to investigate the assailed error.

D) USE/REMITTANCE. You will indemnify and hold MSI, Global and Bank harmless for any action they take against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement. E) ACH AUTHORIZATION. You authorize MSI, Global and Bank to initiate debit/credit entries to the Designated Account, the Reserve Account, or any other account maintained by you at any institution, all in accordance with this Agreement and the ACH Authorization on the attached Exhibit B. Merchant Authorizations. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you will execute a new ACH Authorization.

7. SECURITY INTERESTS, RESERVE ACCOUNT, RECUPMENT AND SET-OFF.

A) SECURITY INTERESTS. This Agreement is a security interest in and the Uniform Commercial Code. You grant to MSI, Global and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Draft; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other collateral or security to MSI, Global and Bank to secure your obligations under this Agreement upon MSI, Global or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and other agreements now existing or later entered into between you and MSI, Global or Bank. This security interest may be exercised by MSI, Global or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets. i. Perfection. Upon request of MSI, Global or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, MSI, Global and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity you will obtain under MSI, Global and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and Bank, MSI, Global and Bank are not required to file a motion for relief from a bankruptcy estate automatic stay for MSI, Global or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless, you agree not to contest or object to its motion for relief from the automatic stay filed by MSI, Global or Bank. You authorize MSI, Global or Bank and appoint MSI, Global or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B) RESERVE ACCOUNT. Establishment of a non-interest bearing deposit account ("Reserve Account") may be established and maintained at MSI, Global or Bank at any time in the future as requested by MSI, Global or Bank, with sums sufficient to satisfy your current and future obligations as determined by MSI, Global and Bank. You authorize MSI, Global and Bank to debit the Designated Account (or any other account) you have at Bank, or any other financial institution to establish or maintain funds in the Reserve Account. Bank, MSI or Global may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the

purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section. If it determines such action is reasonably necessary to protect its interests, i. Authorizations. MSI, Global and Bank may, without notice to you, apply deposits in the Reserve Account against any outstanding amounts you owe under this Agreement, or any other agreement between you and MSI, Global or Bank. Also, MSI, Global and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to MSI, Global or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a Merchant application to MSI through the use of Intra-Ach, and MSI does not receive a completed written merchant application within 2 business days, you authorize MSI, Global or Bank to hold all of your funds in the Reserve Account until the completed written merchant application and other required documentation is received by MSI. ii. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in your account, provided, however, that you will remain liable to MSI, Global and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period MSI will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, and stating that in the event you fail to respond to this notification within 30 days, MSI will begin deducting a flat fee of \$95 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$95 fee will then be deducted each month from the funds remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by MSI to monitor the funds that remain in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use funds in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to MSI, Global and/or Bank under this Agreement. MSI, Global and Bank (and not Merchant) shall have control of the Reserve Account. iii. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended, to time to link, you must establish or maintain a Reserve Account in an amount satisfactory to MSI, Global and Bank.

C) RECUPMENT AND SET-OFF. MSI, Global and Bank have the right of recoupment and set-off. This means that they may offset or recover any outstanding/uncollected amounts owed by you from (i) any amounts they would otherwise be obligated to deposit into the Designated Account, (ii) any other amounts Bank, MSI or Global may owe you under the Agreement or any other agreement; and (iii) any funds in the Designated Account or Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to MSI, Global and Bank, you must create or maintain the Reserve Account as required by MSI, Global and Bank, and MSI, Global and Bank may have the right to offset against the Reserve Account for any and all obligations which you may owe to MSI, Global and Bank, without regard to whether the obligations relate to Sales Drafts issued or created before or after the filing of the bankruptcy petition.

D) ASSIGNMENTS. The rights and remedies contemplated upon MSI, Global and Bank in this Agreement, in whole or in equity, are not intended to be assigned to each other. Rather, each and every right of MSI, Global and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

6. FEES AND OTHER AMOUNTS OWED BANK.

A) Fees and Taxes. You will pay MSI or Global fees for services, forms and equipment in accordance with the rates set forth on the Application. In addition, you will pay MSI a fee for research which performs at your request in an amount equal to \$200 per hour, or \$5 per statement. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business days or month's activity or will be netted out from the funds due you attributable to Sales Drafts presented to MSI, Global and Bank. MSI, Global and Bank reserve the right to adjust the fees set forth on the Application and in this Section, in accordance with Section 16.1, below. If you do not have an active account at the time of the request, payment by certified check or money order must be received prior to the release of the requested document copies or research results. You are also obligated to pay all taxes, and other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa and MasterCard products, you may seek to accept credit cards or debit/prepaid cards or both. You shall so elect on the Merchant Application being completed contemporaneously herewith. You agree to pay and your account will be charged pursuant to Section 6.A of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa or MasterCard product that you have elected not to accept.

B) Other Amounts Owed Bank. You will immediately pay MSI, Global and Bank any amount incurred by MSI, Global and Bank attributable to Visa or MasterCard, non-sufficient fund fees, but not ACH chargebacks, fines imposed by Visa or MasterCard, non-sufficient fund fees, and ACH debts that overstep the Designated Account, Reserve Account or any otherwise debited. You authorize MSI, Global and Bank to debit via ACH the Designated Account or any other account you have at Bank or at any other financial institution for any amount you owe MSI, Global or Bank under this Agreement or under any other contract, note, guaranty, instrument or writing of any kind now existing or later entered into between you and MSI, Global or Bank, whether your obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several, in the event MSI, Global or Bank demand same due or such ACH does not fully reimburse MSI, Global and Bank for the amount owed. You will immediately pay MSI, Global and Bank such amount.

C) Merchant Supply/Replacement Program. Merchant is responsible for purchasing all supplies required to properly process credit card transactions (bags, seals, printer, rolls, etc.). If merchant elects to participate in MSI's Supply/Replacement Program, merchant understands that they are entitled to a minimum of 60 bags of paper and 2 printer rollers per month. It is the merchant's responsibility to contact MSI each month to order supplies. MSI will only provide the merchant with supplies for the current month, and merchant's failure to place an order with MSI will constitute a waiver of its right to receive supplies for that month under the Supply/Replacement Program. Quantity of supplies provided is at the discretion of MSI. Enrollment in MSI's Supply/Replacement Program also entitles merchant to free refurbished replacement equipment after MSI has collected 3 monthly payments from the merchant (merchant is responsible for all shipping costs). A separate program is required for each terminal merchant may have. If merchant's terminal type is unserviceable, at MSI's discretion, a substitute may be provided. MSI's Supply/Replacement Program does not include labor, parts, or expenses necessary to replace or repair equipment damaged by fire, flood, accident, improper voltages, misuse of equipment, service performed by persons other than MSI representatives, and/or failure to continually maintain a suitable operating environment for the equipment. MSI may choose to cancel the merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

9. APPLICATION, INDENTIFICATION, LIMITATION OF LIABILITY.

A) APPLICATION. You represent and warrant to MSI, Global and Bank that all information in the Application is correct and complete. You must notify MSI and Global in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.), type of goods and services provided and how sales are completed (i.e. by telephone, mail, or in person at your place of business). The notice must be received by MSI and Global within 10 business days of the change. You will provide updated information to MSI and Global within a reasonable time upon request. You are liable to MSI, Global and Bank (as applicable) for all losses and expenses incurred by MSI, Global and/or Bank arising out of your failure to report changes to it. Bank, MSI and Global may immediately terminate this Agreement upon notification by you of a change to the information in the Application.

B) IDENTIFICATION. You represent and warrant to MSI, Global and Bank that you are the owner of the information in the Application.

C) LIMITATION OF LIABILITY. Merchant shall be liable for any losses or damages caused by the information in the Application.

D) ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of MSI, Global and Bank.

E) FORCE MAJEURE. This Agreement shall be subject to the terms and conditions of the Merchant Application.

F) ENTIRE AGREEMENT. This Agreement, together with the Merchant Application, constitutes the entire agreement between you and MSI, Global and Bank.

G) SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

H) WAIVER. No failure to exercise a right or remedy or any delay in exercising a right or remedy shall constitute a waiver of that right or remedy or any other right or remedy.

I) ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of MSI, Global and Bank.

J) FORCE MAJEURE. This Agreement shall be subject to the terms and conditions of the Merchant Application.

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BP) WAIVER. No failure to exercise a right or remedy or any delay in exercising a right or remedy shall constitute a waiver of that right or remedy or any other right or remedy.

C) Limitation of Liability. Any liability of MSI, Global or Bank under this Agreement, whether to you or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (i) the amount of fees paid by you to MSI, Global and Bank during the month in which the transaction out of which the liability arose occurred, and (ii) assessments, chargebacks, and offsets against such fees which arose during such month. In the event more than one month is involved, the aggregate amount of MSI, Global and Bank's liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither MSI, Global, Bank nor their agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages. Neither MSI, Global, nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downloaded by a third party.

D) Exclusion of Warranties. MSI, Global and Bank will perform all services in accordance with this Agreement. MSI, Global and Bank make no warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty. MSI, Global and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party. Neither MSI, Global nor Bank shall be liable for the acts or omissions of any third party.

E) Representations by Subscribers. All subscribers are independent contractors, and are not agents, employees, joint venturers, or partners of MSI, Global or Bank. Any and all representations and/or statements made by a subscriber are made by them in their capacity as an independent contractor, and shall not be imputed to MSI, Global or Bank. MSI, Global and Bank have absolutely no liability or responsibility for any representations or statements made to you by any sales representative.

10. REPRESENTATION OF WARRANTIES.

A) You represent and warrant to MSI, Global and Bank at the time of execution and during the term of this Agreement the following:

A) Identification. You are a corporation, limited liability company, partnership or sole proprietorship, validly existing and organized in the United States. All information contained on the Application or any other document submitted to MSI, Global or Bank is true and complete, and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any business, products or methods of selling other than those set forth on the Application, unless you obtain the prior written consent of MSI, Global and Bank.

B) Ability to Perform. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement will not violate any law, or conflict with any other agreement to which you are a party.

C) No Litigation or Limitation. There is no action, suit or proceeding pending or to your knowledge threatened which if decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations. You have never entered into an agreement with a third party to perform credit or debit card process which has been terminated by that third party.

D) Transactions. All transactions are bonafide. No transaction involves the use of a Card for a purpose other than the purchase of goods or services from you nor does it involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with MSI, Global and Bank. MSI may choose to cancel the merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E) Data Compliance. You will comply with the Laws and Rules Without limiting the foregoing, each sales transaction submitted herewith and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, Discover, and any other card association or network organization related to cardholder and transaction information, including, without limitation Payment Card Industry Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), and MasterCard Site Data Protection Program (SDPP) and Payment Application Best Practices.

11. AUDIT AND FINANCIAL INFORMATION.

A) Audit. You authorize MSI, Global or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will obtain, and will submit a copy of, an audit of your business, when requested by MSI, Global or Bank to make any of the following:

A) Financial Information. i. Authorizations. You authorize MSI, Global or Bank to make any of the following: a. Review your books, records, and financial statements to review the accuracy and continuation of this Agreement; b. Review your records to review the accuracy and continuation of this Agreement; c. Review your records to review the accuracy and continuation of this Agreement; d. Review your records to review the accuracy and continuation of this Agreement; e. Review your records to review the accuracy and continuation of this Agreement; f. Review your records to review the accuracy and continuation of this Agreement; g. Review your records to review the accuracy and continuation of this Agreement; h. Review your records to review the accuracy and continuation of this Agreement; i. Review your records to review the accuracy and continuation of this Agreement; j. Review your records to review the accuracy and continuation of this Agreement; k. 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**Merchant Processing Terms & Agreement**

termination. You must maintain in the Designated Account and the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize MSI, Global and Bank to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay MSI, Global and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. iii. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by MSI and immediately pay MSI, any amounts you owe them for equipment costs. iv. Early Termination. If you terminate this Agreement you agree to give written "notice of cancellation to us not less than 60 days prior to ANY use and/or installation of a competing service provider and further agree to continue processing exclusively with MSI, Global and Bank for the following 60 days after your cancellation request has been received. If you fail to give such notice, you will immediately pay MSI, as liquidated damages a early cancellation penalty fee equal to \$0 if cancelled within the first 12 months of your first batch date, or \$0 if cancelled anytime thereafter. You agree this fee is not a penalty but rather is reasonable in the light of the financial harm caused by the early or improper termination of this Agreement. Such early cancellation penalty shall be waived if proper 60 day notice is given as indicated above.

**14. COMPLIANCE WITH LAWS AND RULES.**

You agree to comply with all rules and operating regulations issued from time to time by MasterCard and Visa and Discover, and any policies and procedures provided by MSI, Global or Bank. You further agree to comply with all the applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist MSI, Global and Bank with complying with all Laws and Rules now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to MSI, Global and Bank all instruments it may from time to time reasonably deem necessary. Without limiting the generality of the foregoing, you agree to comply with and be bound by the rules and regulations of Visa, MasterCard, Discover, and any other card association or network organization related to the cardholder and transaction information security, including without limitation, Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program. You agree to cooperate at your sole expense with any request for an audit or investigation by MSI, Global, Bank, a card association or network organization in connection with cardholder and transaction information security. You may also be assessed a monthly or annual PCI compliance fee, which will appear as a separate line item on your merchant statement. This fee is assessed by MSI in connection with MSI's effort to comply with PCI DSS Compliance and does not ensure your compliance with PCI DSS or any law, rule, or regulation related to cardholder data security. The payment of such fee shall not relieve you of your responsibilities to comply with all rules and regulations related to cardholder data security, including without limitation PCI DSS. Without limiting the generality of the foregoing, you agree to use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that of a cardholder or attempting to re-present a chargeback with respect to such transaction. You will indemnify and hold MSI, Global, Bank harmless from any fines and penalties issued by Visa, MasterCard, Discover or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by MSI, Global and Bank at your location(s) and will reimburse MSI, Global and Bank for any losses incurred by MSI with respect to the any such fines, penalties, fees and costs. You also agree that you will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at your location(s) including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between you, on the one hand, and MSI, Global and Bank, on the other hand, you shall be solely responsible for complying with all Truncation Laws and will indemnify and hold MSI, Global and Bank harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at your location(s).

**15. USE OF TRADEMARKS AND CONFIDENTIALITY.**

A) Use of Trademarks. Your use of Visa, MasterCard and Discover trademarks must fully comply with the Rules. Your use of Visa, MasterCard, Discover, or other cards' promotional materials will not indicate directly or indirectly that Visa, MasterCard, Discover, or others endorse any goods or services other than their own and you may refer to Visa, MasterCard, Discover or others in stating eligibility for your products or services. B) Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logo that identify Discover cards ("Discover Program

Marks"). You are prohibited from using the Discover Program Marks other than expressly authorized in writing. You shall not use the Discover Card marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to you pursuant to this Agreement or otherwise approved in writing. You may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by you must be approved in advance in writing. You shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Discover Program Marks. You recognize that you have no ownership rights in the Discover Program Marks and shall not assign any third party any of the rights to use the Discover Program Marks.

C) Confidentiality. i. Cardholder Information. You will not disclose to any third party Cardholders' account information or other personal information except to an agent of yours assisting in completing a Card transaction, or as required by law. You must destroy all material containing Cardholders' account numbers, Card Imprints, Sales Drafts, Credit Vouchers and (except for Sales Drafts) all statements in accordance with this Agreement, Laws, and the Rules). Further, you must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. ii. Prohibitions. You will not use for your own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of MSI, Global and Bank (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that you use to protect your own confidential information. iii. Disclosure. You authorize MSI, Global and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.

D) Return to Bank. All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of MSI, Global and Bank and will be immediately returned to MSI upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by MSI, Global and Bank arising out of the failure to return or destroy such materials following termination.

**16. GENERAL PROVISIONS.**

A) Entire Agreement. This Agreement as amended from time to time, including the Rules and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B) Exclusivity. During the initial and any renewal term of this Agreement, you will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by MSI, Global and Bank as contemplated by this Agreement without MSI, Global and Bank's written consent.

C) Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement. This Agreement may be executed by facsimile, and facsimile copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

D) Assignability. This Agreement may be assigned by MSI, Global or Bank but may not be assigned by Merchant directly or by operation of law, without the prior written consent of MSI, Global and Bank. If Merchant nevertheless assigns this Agreement without the consent of MSI, Global and Bank, the Agreement shall be binding upon the assignee. Bank will be informed of any such assignment.

E) Notices. Any written notice under this Agreement will be deemed received upon the earlier of: (i) actual receipt or (ii) five calendar days after being deposited in the United States mail, and addressed to the last address shown on the records of the sender.

**MEMBER BANK INFORMATION**  
HSBC Bank USA, National Association  
Merchant Support Group  
P.O. Box 3263  
Buffalo NY 14240  
716-841-6390

Debit sponsorship provided by either Wells Fargo Bank N.A. or JP Morgan Chase N.A., as applicable.

F) Bankruptcy. You will immediately notify MSI, Global and Bank of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals. You will include MSI, Global and Bank on the list and matrix of Creditors as filed with the Bankruptcy Court whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to MSI, Global and Bank under applicable Rules or Law.

G) Choice of Law/Attorney's Fees/Venue/Jury Trial Waiver. Should it be necessary for MSI, Global or Bank to defend or enforce any of its rights under this Agreement, it may collect or incur legal action, you agree to reimburse MSI, Global and/or Bank, to any agent acting on behalf of any applicable, for all costs and expenses including reasonable attorneys' fees, as a result of such collection or legal action. Without limiting the generality of the foregoing, you agree to reimburse MSI, Global, or Bank of any legal action, to the extent that such action is applicable, for all costs and expenses, including reasonable attorneys' fees, incurred by MSI, Global or their agent in any proceeding out of, pending or on appeal, in connection with this Agreement, whether brought to enforce the terms hereof or to determine the validity of this Agreement, including any arbitration proceeding. You waive trial by jury with respect to any litigation arising out of, relating to, or in connection with this Agreement. MSI, Global, Bank, you, and the Guarantor agree that all disputes or controversies of any nature whatsoever (whether in contract, tort or otherwise) arising out of, relating to, or in connection with (i) this Agreement, (ii) the relationships which result from this Agreement, or (iii) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement, shall be governed by the law of the State of Missouri, notwithstanding any conflicts of laws, rules, and shall be resolved, on an individual basis without resort to any form of class action and not consolidated with the claims of any other parties. MSI, Global, Bank, you and Guarantor agree that all actions arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement shall only be brought on either the courts of the State of Missouri or in the United States District Court for the Eastern District of Missouri, and hereby irrevocably and unconditionally submit to the personal jurisdiction of those courts in any such action.

H) Amendments. MSI or Global will notify you on your monthly statement of any new or increased fees. Except for any fee increases imposed by Visa, MasterCard, or the debit network, you may cancel the Agreement without charge if you object to the fee changes in writing within 30 days. If you do not object, and continue to process for 30 days after receiving notice of the fee change, you will be deemed to assent to the new fees.

I) Severability and Waiver. If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by MSI, Global or Bank to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by the waiving party.

J) Independent Contractors. MSI, Global, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venturer or partner of the other, except as provided in 6.C and 7.A(i).

K) Employee Actions. You are responsible for your employees' actions while in your employment.

L) Survival. Sections 4.A, 4.B, 6, 7, 8, 9, 13.C, 15, and 16.G will survive termination of this Agreement.

*Western*  
*MO. Siddons in Camden County*  
*Missouri*

X  
(accepted by Merchant Services Inc.)

X  
(accepted by HSBC Bank USA, National Association)

X  
(accepted by Global Payments Direct, Inc.)

**Submission Date:** June 13, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Contract Modification No. 1  
Construction Contract No. OB12-007

**Names of Persons, Businesses, Organizations affected by this action:**

Citizens of Osage Beach, APAC-Missouri Inc., and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5,000.

**Type of Action Requested (Ordinance, Resolution, Motion):**

A motion to approve the contract modification.

**Are there any deadlines associated with this action?**

We would like to get this contract finalized.

**Comments and Recommendation of Department:**

This contract modification is to modify the quantities to match the as built quantities. Multiple streets needed additional asphalt due to various reasons. On Jeffries Road and Redbud Rd, there were a few long driveway tapers that were needed to make sure the driveways matched up to the roadway. We also needed to extend the asphalt a little farther than planned on Jeffries Road.

This contract modification is for \$13,276.02. There is funding available in Item No. 20-00-764207, Asphalt Overlay in the amount of \$139,000.

The Engineering Department recommends approval of the contract modification.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer.



000056

1000 City Parkway • Osage Beach, MO 65065  
City Hall [573] 302-2000 • Fax [573] 302-0528

June 22, 2012

**CONTRACT MODIFICATION NO. 1**

Darren Woods  
APAC-Missouri, Inc.  
P. O. Box 1178  
Linn Creek, MO 65052

Reference: Construction Contract OB12-007  
2012 Asphalt Overlay

Dear Mr. Woods:

In accordance with Article 9 of the General Conditions - Changes in the Work of your Construction Contract No. OB12-007 for 2012 Asphalt Overlay, you are hereby directed to perform the following changed and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

1. Increase Bid Item No. 2, "Bituminous Concrete Pavement," by 180.8 Tons. This is for the increase of asphalt on the following streets:

Street	Estimated Asphalt (Tons)	Actual Asphalt (Tons)
Redbud Rd	176	198.33
Jeffries Rd	184	301.75
Forrester Rd	150	190.72

Redbud Rd was slightly longer than planned and several driveways required tapers. Jeffries Rd was 422 feet longer. There were also very long driveway tapers required on the left-hand side of Jeffries Rd. Forrester Rd had an average width 3 feet wider than initially predicted and the overlay was slightly longer.

This item shall cause an increase in Total Contract Price of \$18,067.34.

2. Increase Bid Item No. 3, "Valve Box Extensions," by 2 Each. There was one valve box not originally accounted for on both Forrester Rd and Zebra Rd. This shall cause an increase in Total Contract Price of \$208.68.
3. Delete Bid Item No. 4, "Force Account Work." This was for extra work not previously established as a bid and was not used. This shall cause a decrease in Total Contract Price of \$5,000.00.

Compensation for the work performed shall be in accordance with the Revised Contract Bid Schedule herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

REVISED BID SCHEDULE

BASE BID						
ITEM	MODIFIED QTY	ORIGINAL QTY	UNITS	DESCRIPTION	UNIT PRICE	INSTALLED TO DATE
1	1792	1792	SQ YD	Aggregate Base Course for Old Zebra Road	\$4.03	\$7,221.76
2	1035.8	855	TONS	Bituminous Concrete Pavement	\$99.93	\$103,507.49
3	5	3	EA	Valve Box Extensions	\$104.34	\$521.70
4	0	1	LS	Force Account Work	\$5,000.00	\$0.00
<b>TOTAL BASE IMPROVEMENTS TO DATE</b>						<b>\$111,250.95</b>

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$97,974.93
Contract Modification No. 1	INCREASE	\$13,276.02
Revised Contract Amount		\$111,250.95

There will be no extension of contract time.

Sincerely,

Nancy Viselli  
City Administrator

APAC-Missouri, Inc. hereby accepts the terms and conditions of Contract Modification No. 1.

\_\_\_\_\_  
APAC-Missouri, Inc.

\_\_\_\_\_  
Date

**Submission Date:** June 14, 2012  
**Submitted By:** Information Systems Operations Manager  
**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Authorization to purchase a 2009 Dodge Grand Caravan (City Hall Pool Vehicle) from Missouri State Surplus

**Names of Persons, Businesses, Organizations affected by this action:**

City Hall

**Why is Board Action Required?**

Purchase of vehicle from Missouri State Surplus exceeds \$5,000.00 limit

**Type of Action Requested (Ordinance, Resolution, Motion):**

Motion to approve the purchase

**Are there any deadlines associated with this action?**

Vehicle is currently on hold for the City of Osage Beach at Missouri State Surplus

**Comments and Recommendation of Department:**

This vehicle is extremely clean and well maintained. It has also been test driven by myself and no problems were detected. The purchase price is \$12,300.00. This vehicle will replace the 1996 Ford Taurus that is currently used by IT and other City Hall employees for transportation.

I contacted GSA to try and obtain the maintenance records for this vehicle but found out that once the vehicle was sold to Missouri State Surplus that the records were deleted. I was assured by the GSA Region 6 Fleet Manager that the maintenance was followed according to manufacturer's recommendations.

**000059**

This item was budgeted under Account 10-19-774265 in the amount of \$12,000. Copies of the Kelley Blue Book value (\$15,247) and the NADA Guide (\$15,800) are attached. Photos will be provided at the Board Meeting.

Request approval to purchase this vehicle.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the IS Operations Manager.



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Dodge

Grand Caravan Passenger 2009

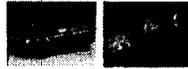
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edit options change style

## 2009 Dodge Grand Caravan Passenger

2008 2009 2010 Style: SE Minivan 4D



View all 2 photos

Mileage: 61,533 change

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near Osage Beach

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Dodge

Grand Caravan

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000061

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**2009 Dodge Grand Caravan-V6**

Grand Caravan SE



2009 Dodge Grand Caravan-V6 Pictures

**Pricing**

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
<b>Base Price</b>	\$10,400	\$11,625	\$12,625	\$15,800
<b>Mileage:</b> 61,533	-\$775	-\$775	-\$775	-\$775
<b>Options:</b> (add options)				
Rear Air Conditioning	\$350	\$350	\$350	\$400

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**TOTAL PRICE \$9,975 \$11,200 \$12,200 \$15,425\***

\* This Retail price is based on a clean vehicle history report. Don't make a \$15,425 mistake. Get a Free VIN Check today. Find out why AutoCheck is better than Carfax.

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Check for Accidents Now

Press GO or Enter VII



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See your Score Instantly - \$0



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Specs & Performance  
CPO Incentives  
Calculate Payments

**Pictures & Videos**

Pictures  
Available Colors

**Reviews & Ratings**

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Consumer Reviews  
Consumer Ratings  
Safety Ratings  
Recall Information  
Standard Warranty

**Similar Vehicles**

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CHECK OUT THE NEW Grand Caravan

Next

**Standard Equipment Details**

**Engine Specifications**

Type: Gas V6  
Size: 3.3L/202  
Horsepower: 175 @ 5600 RPM  
Torque: 205 @ 4000 RPM

**Drive Train**

Drive Train: Front Wheel Drive  
Transmission: 4 speed Automatic

**Safety**

Air Bag-Frontal-Driver  
Air Bag-Frontal-Passenger  
Air Bag-Side Head-Front  
Air Bag-Side Head-Rear  
Brakes-ABS  
Brakes-Type-4 Wheel DISC  
Child Safety Rear Door Locks  
Daytime Running Lights  
Engine Immobilizer  
Headlights-Automatic  
Security System  
Traction Control

**Comfort & Convenience**

Air Conditioning-Front  
Air Conditioning-Multi-Zone  
Air Conditioning-Rear  
Auto-Dimming Rearview Mirror  
Cruise Control  
Keyless Entry  
Max Seating Capacity: 7  
Mirror(s)-Power  
Mirrors-Vanity-Driver  
Mirrors-Vanity-Passenger  
Navigation System  
Pedals-Adjustable  
Power Locks  
Reading Lamps-Front  
Seat Trim-Cloth  
Seat-Adjustable Lumbar-Driver  
Seat-Power Driver  
Seat-Rear Pass-Through  
Seats-Front Bucket  
Seats-Rear Bucket  
Steering Wheel-Adjustable  
Steering-Power  
Suspension-Air  
Trip Computer  
Trunk-Release-Remote  
Windows-Power

**Submission Date:** June 7, 2012  
**Submitted By:** Assistant City Administrator  
**Board Meeting Date:** June 21, 2012

**City of Osage Beach  
BOARD OF ALDERMEN  
AGENDA ITEM SUMMARY SHEET**

**Description of Item:**

Closing of City Hall and Public Works Department on Monday, December 24, 2012

**Names of Persons, Businesses, Organizations affected by this action:**

City Hall and Public Works Employees, Citizens of Osage Beach

**Why is Board Action Required?**

Board approval is needed to close City Hall.

**Type of Action Requested (Ordinance, Resolution, Motion):**

Motion to close City Hall and Public Works on Monday, December 24, 2012

**Are there any deadlines associated with this action?**

No

**Comments and Recommendation of Department:**

Since Christmas Day is on a Tuesday, creating an opportunity to have a four day weekend with family, the majority of City Hall and Public Works employees will be requesting to use personal or vacation time. This does create an additional burden on a few of the departments, especially the City Clerk's office, because they do have to ensure that there is staffing to keep City Hall open. History does reflect very low call and in person citizen contact on Christmas Eve.

We are asking approval to close City Hall and Public Works on Monday, December 24<sup>th</sup> and to require employees to use personal or vacation time for this day. If new employees do not have personal leave or vacation it would be a day off without pay.

**000063**

**City Administrator Comments and Recommendation:**

This issue came up in 2007 when Christmas was on a Tuesday and Staff made a similar request. The Board at that time approved this request. At my request, Department Managers polled all of their employees and they unanimously supported this suggestion. The two airports would remain open on Christmas Eve and be closed on Christmas Day as usual. Public Works would have personnel “on call” in the event they are needed to handle a water, sewer or street emergency.

Recommend approval.