

# NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



## CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

### TENTATIVE AGENDA

REGULAR MEETING  
**March 22, 2018 – 5:00 P.M.**  
CITY HALL

\*\*\*\*\* Note: Make sure 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. Agendas and packets are available on the back table and on the City's website at [www.osagebeach.org](http://www.osagebeach.org).

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 Board Meeting of March 1, 2018 (Page 1)
- Bills List (Page 8)

## **UNFINISHED BUSINESS.**

- A. **Bill 18-11** An Ordinance Amending Section 325.060 Relating to Traveling Through Roundabouts and Designating Roundabouts by Adding A New Designation To Subsection F. (Page 33)  
Second Reading.
- B. **Bill 18-12.** Amending the Osage Beach Design Guidelines Section 5, Table I and Drawings No. V-2, V-4, and V-9 Street And Roadway Design Criterion. (Page 37)  
Second Reading.

## **NEW BUSINESS**

- A. **Public Hearing.** New Chapter 415, Floodplain Management Ordinance. (Page 60)
- B. **Bill 18-14.** An Ordinance Repealing Chapter 415, Floodplain Management In Its Entirety and a New Chapter 415, Floodplain Management Ordinance is Hereby Enacted In Its Place. (Page 62)  
First Reading.
- C. **Bill 18-15.** Amending the Osage Beach Code of Ordinances by Repealing Chapter 615. Secondhand Goods. Article III. Pawnbrokers and Related Merchants. and a New Section 615. Secondhand Goods. Article III. Pawnbrokers and Related Merchants. is Hereby Enacted in its Place. (Page 82)  
First Reading.
- D. **Bill 18-16.** Authorizing the Mayor to Execute Contract OB18-004 with Corrective Asphalt Materials, LLC for the Sealcoat Project 2018. (Page 96)  
First Reading.
- E. **Bill 18-17.** Authorizing the Mayor to Execute Amendment 2 to the State Block Grant Agreement for Project 15-045B-1 LCF Parallel Taxiway Reconstruction with the Missouri Highways and Transportation Commission. (Page 103)  
First and Second Reading.
- F. **Bill 18-18.** Authorizing the Mayor to execute a Service Agreement with Tyler Technology for the New Executime Payroll Management System and Approving the Purchase, Installation, and Support for the Product. (Page 143)  
First Reading.
- G. **Motion.** MoDot Traffic Grant Agreement (Page 172)
- H. **Motion.** Request to Purchase New Neptune Water Meters and Replacement MIU's (Meter Interface Units) on an as Needed Basis Throughout 2018 from Schulte Supply, Inc. in the Amount not to Exceed \$40,000.00 (Page 175)
- I. **Resolution 2018-03.** Directing Staff to Send the Required Notice to Current Trash Providers within the City on March 23, 2018, and Start to Gather Information

and to Bring Forth Finds to the Board by June 7, 2018 and have a Plan to Present  
for the Following Twenty-One Months.

(Page 179)

J. **Presentation.** Osage Beach Water Master Plan Presentation

(Page 183)

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

## **STAFF COMMUNICATIONS**

## **ADJOURN**

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Representatives of the news media may obtain copies of this notice by contacting the following:

Cynthia Lambert, City Clerk  
1000 City Parkway  
Osage Beach, MO 65065  
573-302-2000 ex 230

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's office forty-eight hours in advance of the meeting at the above telephone number.

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

March 1, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, March 1, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Kevin Rucker, Alderman Jeff Bethurem, Alderman Greg Massey, Alderman Phyllis Marose, Alderman Tom Walker, and Alderman Richard Ross. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

**Mayor's Communications.**

Mayor Olivarri thanked those in attendance for coming to the Board of Alderman Meeting and letting them know there were sign-up sheets for those wishing to speak tonight, as well as comment cards for those wishing to express their views regarding trash service or any other topic.

The Mayor commended those participating in the Polar Bear Plunge last weekend, even with the cold and rainy weather conditions. Mayor Olivarri stated that it was a great event and encouraged anyone who had not participated in or supported this event in the past to consider doing so next year.

**Citizens Communications.**

**A. Citizen Input on Single Trash Service Provider.**

Mayor Olivarri asked that any current trash providers who were in attendance speak first.

Monte Krehbiel with Republic Services addressed the Board giving a brief overview of the company and their services. Mr. Krehbiel stated that if the City does move forward with mandatory residential services, the City would be responsible for billing. He also noted that many of the contracts Republic Services has with other cities are normally 5 years but can be up to 10 years.

Max Murray with WCA addressed the Board providing background information on his company and highlighting some of the benefits of a single-service provider. Mr. Murray also recommended that residential billing take place through the City, but if and when commercial service was added that it would be best served through the company. In response to the Mayor's inquiry, Mr. Murray stated that WCA services both mandatory and non-mandatory customers. Mr. Murray stated that it is about a 50/50 split as to the number of cities that are mandatory versus those that are not in response to Alderman Rucker's question.

Mayor Olivarri thanked the providers for attending the Board Meeting and providing information to the Board on this topic.

Mayor Olivarri asked if there was anyone in the audience who wished to speak on the single-service trash service topic.

Ike Skelton, who spoke at the February 15<sup>th</sup> stated he was still opposed to the idea and questioned why the City was looking into this possibility.

Lee Schuman spoke in favor of a single-service trash provider noting that as an engineer he has calculated the wear and tear trash trucks cause residential streets that were not designed for such weight. Alderman Bethurem thank Mr. Schuman for his comments and research.

#### **Consent Agenda.**

Alderman Marose moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of February 15, 2018, and the Bills List as submitted. The motion was seconded by Alderman Massey. The motion was voted on and unanimously passed on a voice vote.

#### **Unfinished Business.**

##### **BILL 18-07 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract AEOb18-005 with Bartlett & West, Inc. for the Mace Road Phase 2 Improvements.**

Public Works Supervisor Eric Hibdon stated that this contract is for the Mace Road Phase 2 Improvements noting the project would have curb and gutter, sidewalks, and enclosed storm drainage. Supervisor Hibdon stated that Bartlett & West was selected as the best qualified to complete the work. The negotiated contract amount is \$213,000, which staff believes is a reasonable price to complete this job. The first reading of this Bill passed at the February 15, 2018, Board of Alderman Meeting.

Mayor Olivarri presented the second reading of Bill No. 18-07 to become Ordinance 18.07 by title only. It was noted that Bill No. 18-07 to become Ordinance 18.07 had been available for public review.

Alderman Bethurem moved to approve the second reading of Bill No. 18-07 to become Ordinance 18.07 as presented. Alderman Massey seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-07 and to pass same into ordinance: “Ayes”: Alderman Walker, Alderman Marose, Alderman Massey, Alderman Bethurem, Alderman Rucker and Alderman Ross. Nays”: None. Bill No. 18-07 was passed and approved as Ordinance No. 18.07.

**BILL 18-08 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Evoqua Water Technologies, LLC to provide Odor Control Chemicals.**

Public Works Supervisor Eric Hibdon stated there were certain fixed annual costs for this contract but there was not a total annual amount due to the variability of chemical feed rates and feed sites. The first reading was approved on February 15, 2018 by the Board of Alderman.

Mayor Olivarri presented the second reading of Bill No. 18-08 to become Ordinance 18.08 by title only. It was noted that Bill No. 18-08 to become Ordinance 18.08 had been available for public review.

Alderman Bethurem moved to approve the second reading of Bill No. 18-08 to become Ordinance 18.08 as presented. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-08 and to pass same into ordinance: “Ayes”: Alderman Marose, Alderman Massey, Alderman Bethurem, Alderman Rucker, Alderman Ross, and Alderman Walker. Nays”: None. Bill No. 18-08 was passed and approved as Ordinance No. 18.08.

**BILL 18-10 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute on behalf of the City, the Osage Beach Commons Community Improvement District Cooperative Agreement.**

City Attorney Ed Rucker stated that the Community Improvement District Board had approved the Cooperative Agreement, as had the developer, and this is the last step to set up the CID. The first reading was read and passed by the Board of Aldermen on February 15, 2018. City Attorney Rucker stated that the developer representative, Tim Lowe was available audience to answer any questions the Board might have. City Attorney Rucker recommended that in the absence of the City Administrator, the Board authorize the Mayor to sign on her behalf.

Mayor Olivarri presented the second reading of Bill No. 18-10 to become Ordinance 18.10 by title only. It was noted that Bill No. 18-10 to become Ordinance 18.10 had been available for public review.

Alderman Bethurem moved to approve authorizing Mayor Olivarri to sign on behalf of the City Administrator and to approve the second reading of Bill No. 18-10 to become Ordinance 18.10 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-10 and to pass same into ordinance: “Ayes”: Alderman Massey, Alderman Bethurem, Alderman Rucker, Alderman Ross, Alderman Walker, and Alderman Marose. Nays”: None. Bill No. 18-10 was passed and approved as Ordinance No. 18.10.

**New Business.**

**BILL 18-11 – An Ordinance of the City of Osage Beach, Missouri, Amending Section 325.060 Relating to Traveling Through Roundabouts and Designating Roundabouts by Adding a New Designation to Subsection F.**

Public Works Supervisor Eric Hibdon stated that this amendment would add the Nichols Road Roundabout to the list of roundabouts in our City Code.

Mayor Olivarri presented the first reading of Bill No. 18-11 to become Ordinance 18.11 by title only. It was noted that Bill No. 18-11 to become Ordinance 18.11 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-11 to become Ordinance 18.11 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

**BILL 18-12 – An Ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Design Guidelines, Section 5, Table I, and Drawings No. V-2, V-4, and V-9, Street and Roadway Design Criterion.**

Public Works Supervisor Eric Hibdon stated that the City's Design Guidelines provide developers and City Staff with infrastructure standards. Public Works Supervisor Hibdon also stated that making changes to the street standards, in particular sidewalks, were discussed at the September 21, 2017 Board of Aldermen Meeting. Supervisor Hibdon also stated that upon review of various data, staff recommends only requiring sidewalks on streets with 400 ADT (Average Daily Traffic) or more. In response to an inquiry by Alderman Rucker, Public Works Supervisor Hibdon clarified that if a developer chooses to build a sidewalk where it is not required, they would still have to follow the City's standards. City Planner Cary Patterson stated that the Planning Commission had reviewed the amended Design Guidelines at their meeting of February 13<sup>th</sup> and had recommended their approval to the Board.

Mayor Olivarri presented the first reading of Bill No. 18-12 to become Ordinance 18.12 by title only. It was noted that Bill No. 18-12 to become Ordinance 18.12 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-12 to become Ordinance 18.12 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

**BILL 18-13 – An Ordinance of the City of Osage Beach, Missouri, Amending Ordinance No. 17.80 Adopting the 2018 Annual Budget, Transfer of Funds for Necessary Expenses.**

Assistant City Administrator Mike Welty stated that at the November 2, 2017 Board of Alderman Meeting the Board approved the purchase, configuration, and installation of some new firewalls totaling \$63,051.39 and that while the firewalls were purchased in 2017, due to changes in staff and scheduling conflicts, staff was unable to schedule AOS for the installation and configuration until January 2018. Assistant Administrator Welty stated that the install and configuration portion of the service in the amount of \$11,155.00 would need to be shifted to the 2018 budget through a budget amendment since the work was done in 2018 instead of 2017.

Mayor Olivarri presented the first reading of Bill No. 18-13 to become Ordinance 18.13 by title only. It was noted that Bill No. 18-13 to become Ordinance 18.13 had been available for public review.

Alderman Marose moved to approve the first reading of Bill No. 18-13 to become Ordinance 18.13 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

Mayor Olivarri presented the second and final reading of Bill No. 18-13 to become Ordinance 18.13 as presented. It was noted that Bill No. 18-13 had been available for public review.

Alderman Bethurem moved to approve the second and final reading of Bill No. 18-13 to become Ordinance 18.13 as presented. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-13 and to pass same into ordinance: “Ayes”: Alderman Bethurem, Alderman Rucker, Alderman Ross, Alderman Walker, Alderman Marose, and Alderman Massey. Nays”: None. Bill No. 18-13 was passed and approved as Ordinance No. 18.13.

### **Discussion.**

#### **Trash Service Options.**

Mayor Olivarri stated the topic of Trash Service Options was brought forward from the Board Meetings of January 18<sup>th</sup> and February 1<sup>st</sup> since not all Board members were present at those times. Mayor Olivarri stated that since several citizens had spoken about this topic at the February 15<sup>th</sup> meeting, the Board continued the discussion and shared their thoughts on the matter. The public was invited to tonight’s meeting and shared their thoughts earlier. Mayor Olivarri asked if any Board Members wished to express their thoughts on this topic at this time.

Alderman Rucker stated that he was opposed to moving forward with a single-service trash provider because he felt it would eliminate competition and that residents can negotiate with various providers at this time if they choose to do so.

General discussion followed as to what surrounding cities are doing as well as HOAs throughout the City.

Alderman Marose stated she had reached out to her constituents who were opposed to a single-service provider for a variety of reasons.

Alderman Massey stated that he had heard from a couple of citizens who were opposed to a single-service provider until he explained it, and now they support it.

Alderman Bethurem stated that he was in favor of the single-service provider and in starting the two-year clock so that more in-depth research could be done.

Alderman Ross stated that he had researched the fees in several other communities with a single-service trash provider and found there to be a definite cost savings.

City Attorney Rucker reminded the Board that the Agenda did not include any type of motion in regard to starting the two-year clock on the possibility of changing trash service.

Mayor Olivarri stated that he had heard a lot of comments tonight and had several concerns over expenses and manpower, particularly in the areas of billing and customer service. Mayor Olivarri also stated that the state legislature has introduced several new bills that would curb if not prohibit a city's ability to regulate trash service. General discussion followed.

A motion was made by Alderman Bethurem to add a Resolution to the Board's March 22, 2018 Meeting which directs staff to send the required notice to current trash providers within the City on March 23, 2018 and start to gather information and to bring forth findings to the Board by June 7, 2018 and have a plan to present for the following twenty-one months. The motion was seconded by Alderman Massey. On a roll call vote the motion passed. Ayes": Alderman Walker, Alderman Massey, Alderman Ross, and Alderman Bethurem. Nays": Alderman Marose and Alderman Rucker.

#### **Communications from Members of the Board of Aldermen.**

**Alderman Rucker** inquired as to the status of the airport fuel truck. Airport Manager Ty Dinsdale stated that the City's old fuel truck was still being repaired but should be ready to pick up and put back into service soon.

**Alderman Ross** thanked Chief Davis and all those who worked so hard to make the Polar Bear Plunge such a great success.

**Alderman Massey** thanked the Mayor, Board, and staff for their condolences and support during the difficult time for his family

**Staff Communications.**

**City Attorney** Ed Rucker stated that the Arrowhead CID had their meeting earlier in the day, and the Arrowhead CID was in good shape with no specific news at this time.

**Police Department** Lt. Michael O'Day stated that the Polar Bear Plunge had 294 regular plungers, 18 super-plungers, who raised \$76,000+, 25 pee wee plungers and 61 strutters who have raised over \$160,310 to date.

**City Treasurer** Karri Bell reminded everyone that the City's annual audit begins Monday, March 5<sup>th</sup>.

Mayor John Olivarri reminded everyone that the next Board Meeting has been moved to March 22nd at 5 p.m.

**Adjourn.**

There being no further business to come before the Board, the meeting adjourned at 7:14 p.m.

I, Cynthia Lambert, 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 March 1, 2018.

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Cynthia Lambert, City Clerk

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John Olivarri, Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
March 22, 2018**

|                                            |                   |
|--------------------------------------------|-------------------|
| <b>Bills Paid Prior to Board Meeting</b>   | <b>192,302.27</b> |
| <b>Payroll Paid Prior to Board Meeting</b> | <b>114,077.81</b> |
| <b>SRF Transfer Prior to Board Meeting</b> |                   |
| <b>TIF Transfer Dierbergs</b>              |                   |
| <b>TIF Transfer Prewitt's Pt</b>           |                   |
| <b>Bills Pending Board Approval</b>        | <b>162,101.33</b> |
| <b>Total Expenses</b>                      | <b>468,481.41</b> |

| DEPARTMENT       | FUND         | VENDOR NAME                            | DESCRIPTION                | 9         | AMOUNT_ |
|------------------|--------------|----------------------------------------|----------------------------|-----------|---------|
| NON-DEPARTMENTAL | General Fund | MIDWEST PUBLIC RISK                    | ADJUST PR DEDUCTIONS       | 1,764.38- |         |
|                  |              |                                        | ADJUST PR DEDUCTIONS       | 51.76-    |         |
|                  |              |                                        | ADJUST PR DEDUCTIONS       | 15.08     |         |
|                  |              |                                        | Dental Insurance Premiums  | 481.46    |         |
|                  |              |                                        | Dental Insurance Premiums  | 481.46    |         |
|                  |              |                                        | Health Insurance Contribut | 728.80    |         |
|                  |              |                                        | Health Insurance Contribut | 728.80    |         |
|                  |              |                                        | Health Insurance Contribut | 473.11    |         |
|                  |              |                                        | Health Insurance Contribut | 473.11    |         |
|                  |              |                                        | Vision Insurance Contribut | 112.98    |         |
|                  |              |                                        | Vision Insurance Contribut | 112.98    |         |
|                  |              |                                        | Vision Insurance Contribut | 18.80     |         |
|                  |              |                                        | Vision Insurance Contribut | 18.80     |         |
|                  |              |                                        | Vision Insurance Contribut | 67.86     |         |
|                  |              |                                        | Vision Insurance Contribut | 67.86     |         |
|                  |              | MO DEPT OF REVENUE                     | FEB CVC COLLECTIONS        | 791.43    |         |
|                  |              | FAMILY SUPPORT PAYMENT CENTER          | Case #81106219             | 150.00    |         |
|                  |              |                                        | Case #31550944             | 138.46    |         |
|                  |              |                                        | Cse #16CMDR00112           | 173.08    |         |
|                  |              | MO DEPT OF REVENUE                     | State Withholding          | 3,335.00  |         |
|                  |              | MO TREASURER BUDGET DIRECTOR           | FEB PEACE OFFICER TRAINING | 111.00    |         |
|                  |              | INTERNAL REVENUE SERVICE               | Fed WH                     | 8,868.75  |         |
|                  |              |                                        | FICA                       | 6,078.76  |         |
|                  |              |                                        | Medicare                   | 1,421.65  |         |
|                  |              | LEGALSHIELD                            | ADJUST PAYROLL DEDUCTIONS  | 0.05-     |         |
|                  |              |                                        | Pre-Paid Legal Premiums    | 77.74     |         |
|                  |              |                                        | Pre-Paid Legal Premiums    | 77.74     |         |
|                  |              | ICMA                                   | Loan Repayment             | 486.42    |         |
|                  |              |                                        | Loan Repayment             | 170.36    |         |
|                  |              |                                        | Loan Repayment             | 182.93    |         |
|                  |              |                                        | LOAN REPAYMENT #13         | 233.04    |         |
|                  |              |                                        | Retirement 457 &           | 298.83    |         |
|                  |              |                                        | Retirement 457             | 1,095.00  |         |
|                  |              |                                        | Loan Repayments            | 156.85    |         |
|                  |              |                                        | Loan Repayments            | 516.21    |         |
|                  |              |                                        | Loan Repayments            | 310.80    |         |
|                  |              |                                        | Loan Repayments            | 304.28    |         |
|                  |              |                                        | Loan Repayments            | 70.11     |         |
|                  |              |                                        | Loan Repayments            | 209.74    |         |
|                  |              |                                        | Loan Repayments            | 16.99     |         |
|                  |              |                                        | Loan Repayments            | 47.57     |         |
|                  |              |                                        | Loan Repayments            | 351.32    |         |
|                  |              |                                        | Retirement Roth IRA %      | 159.66    |         |
|                  |              |                                        | Retirement Roth IRA        | 290.00    |         |
|                  |              | CAMDEN COUNTY ASSOC COURT              | OTHER AGENCY CASH BOND     | 500.00    |         |
|                  |              | COLONIAL LIFE & ACCIDENT               | ADJUST PR DEDUCTIONS       | 0.01-     |         |
|                  |              |                                        | Colonial Supplemental Insu | 30.86     |         |
|                  |              |                                        | Colonial Supplemental Insu | 30.86     |         |
|                  |              | CITIZENS AGAINST DOMESTIC VIOLENCE     | FEB CADV COLLECTIONS       | 222.00    |         |
|                  |              | AMERICAN FIDELITY ASSURANCE COMPANY    | American Fidelity          | 1,395.22  |         |
|                  |              |                                        | American Fidelity          | 1,395.22  |         |
|                  |              |                                        | Amerian Fidelity           | 800.16    |         |
|                  |              |                                        | Amerian Fidelity           | 800.16    |         |
|                  |              |                                        | ADJUST PAYROLL DEDUCTIONS  | 185.35-   |         |
|                  |              | AMERICAN FIDELITY ASSURANCE CO FLEX AC | ADJUST PAYROLL DEDUCTIONS  | 416.68-   |         |
|                  |              |                                        | Dependent Care             | 208.33    |         |

| DEPARTMENT         | FUND         | VENDOR NAME                      | DESCRIPTION                | 10 | AMOUNT_   |
|--------------------|--------------|----------------------------------|----------------------------|----|-----------|
|                    |              |                                  | Dependent Care             |    | 208.33    |
|                    |              |                                  | Flexible Spending Accts -  |    | 64.58     |
|                    |              |                                  | Flexible Spending Accts -  |    | 64.58     |
|                    |              | TEXAS LIFE INSURANCE CO          | ADJUST PR DEDUCTIONS       |    | 50.49     |
|                    |              |                                  | Texas Life After Tax       |    | 75.90     |
|                    |              |                                  | Texas Life After Tax       |    | 75.90     |
|                    |              | HSA BANK                         | HSA Contribution           |    | 75.00     |
|                    |              |                                  | HSA Family/Dep. Contributi |    | 1,638.00  |
|                    |              | SHERIFFS RETIREMENT SYSTEM       | FEB COLLECTIONS            |    | 324.00    |
|                    |              | PRINCIPAL LIFE INSURANCE COMPANY | ADJUST PAYROLL DEDUCTIONS  |    | 255.22    |
|                    |              |                                  | ADJUST PAYROLL DEDUCTIONS  |    | 59.47     |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 30.60     |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 30.60     |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 12.51     |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 12.51     |
|                    |              | ONE TIME VENDOR                  | Bond Refund:170487459-01   |    | 25.50     |
|                    |              |                                  | Bond Refund:170487459-01   |    | 410.00    |
|                    |              |                                  | Bond Refund:170487796-01   |    | 42.00     |
|                    |              |                                  | Bond Refund:170487017-01   |    | 125.00    |
|                    |              | ANCELL, MATT                     | 181034                     |    | 1,271.15  |
|                    |              |                                  | TOTAL:                     |    | 37,720.74 |
| Mayor & Board      | General Fund | VISELLI, NANCY                   | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | OLIVARRI, JOHN                   | MILEAGE MEAL REIMB-MEDC &  |    | 86.14     |
|                    |              | BANKCARD SERV 5106               | FLOWERS - D. HORTON        |    | 95.23     |
|                    |              | EBLING, SUSAN                    | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | FOX, JERRY                       | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | MYLER, MICHELLE                  | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | CHISHOLM, DON                    | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | RAND, ROGER                      | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | KIRN, TONY                       | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | BLAIR, ALAN                      | PLANNING COMMISSION MEETIN |    | 25.00     |
|                    |              | ROSS, RICHARD                    | MILEAGE REIMB-MML CONFEREN |    | 52.97     |
|                    |              |                                  | TOTAL:                     |    | 434.34    |
| City Administrator | General Fund | MIDWEST PUBLIC RISK              | Dental Insurance Premiums  |    | 59.54     |
|                    |              |                                  | Dental Insurance Premiums  |    | 59.54     |
|                    |              |                                  | Dental Insurance Premium   |    | 17.08     |
|                    |              |                                  | Dental Insurance Premium   |    | 17.08     |
|                    |              |                                  | Health Insurance Contribut |    | 201.30    |
|                    |              |                                  | Health Insurance Contribut |    | 201.30    |
|                    |              |                                  | Health Insurance Contribut |    | 1,058.34  |
|                    |              |                                  | Health Insurance Contribut |    | 1,058.34  |
|                    |              |                                  | Vision Insurance Contribut |    | 10.78     |
|                    |              |                                  | Vision Insurance Contribut |    | 10.78     |
|                    |              |                                  | Vision Insurance Contribut |    | 1.89      |
|                    |              |                                  | Vision Insurance Contribut |    | 1.89      |
|                    |              | INTERNAL REVENUE SERVICE         | FICA                       |    | 399.04    |
|                    |              |                                  | Medicare                   |    | 93.33     |
|                    |              | ICMA                             | Retirement 401             |    | 395.64    |
|                    |              | HSA BANK                         | HSA Family/Dep. Contributi |    | 150.00    |
|                    |              | PRINCIPAL LIFE INSURANCE COMPANY | Group Dependent Life Ins   |    | 2.14      |
|                    |              |                                  | Group Dependent Life Ins   |    | 2.14      |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 3.78      |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 3.78      |
|                    |              |                                  | Group Life Ins and Buy Up  |    | 15.60     |

| DEPARTMENT     | FUND         | VENDOR NAME                            | DESCRIPTION                | 11 | AMOUNT_  |
|----------------|--------------|----------------------------------------|----------------------------|----|----------|
|                |              |                                        | Group Life Ins and Buy Up  |    | 15.60    |
|                |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                |              |                                        | TOTAL:                     |    | 3,813.71 |
| City Clerk     | General Fund | MIDWEST PUBLIC RISK                    | Dental Insurance Premiums  |    | 89.31    |
|                |              |                                        | Dental Insurance Premiums  |    | 59.54    |
|                |              |                                        | Health Insurance Contribut |    | 903.52   |
|                |              |                                        | Health Insurance Contribut |    | 451.76   |
|                |              |                                        | Vision Insurance Contribut |    | 11.31    |
|                |              |                                        | Vision Insurance Contribut |    | 7.54     |
|                |              | INTERNAL REVENUE SERVICE               | FICA                       |    | 267.03   |
|                |              |                                        | Medicare                   |    | 62.46    |
|                |              | ICMA                                   | Retirement 401             |    | 269.44   |
|                |              | URLICKS, DOROTHY                       | MILEAGE REIMB-MOCCFOA CONF |    | 90.47    |
|                |              | AMERICAN FIDELITY ASSURANCE CO FLEX AC | Flexible Spending Accts -  |    | 10.42    |
|                |              |                                        | Flexible Spending Accts -  |    | 10.42    |
|                |              | HSA BANK                               | HSA Family/Dep. Contributi |    | 75.00    |
|                |              | LAMBERT, CYNTHIA                       | MILEAGE & MEAL REIMB-MMCA  |    | 181.02   |
|                |              | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 3.21     |
|                |              |                                        | Group Dependent Life Ins   |    | 2.14     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 7.56     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 3.78     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 4.11     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 4.11     |
|                |              |                                        | Short Term Disability Ins  |    | 11.60    |
|                |              |                                        | Short Term Disability Ins  |    | 11.60    |
|                |              |                                        | Short Term Disabiilty Ins  |    | 5.50     |
|                |              |                                        | TOTAL:                     |    | 2,542.85 |
| City Treasurer | General Fund | MIDWEST PUBLIC RISK                    | Dental Insurance Premiums  |    | 59.54    |
|                |              |                                        | Dental Insurance Premiums  |    | 89.31    |
|                |              |                                        | Health Insurance Contribut |    | 529.17   |
|                |              |                                        | Health Insurance Contribut |    | 529.17   |
|                |              |                                        | Health Insurance Contribut |    | 451.76   |
|                |              |                                        | Health Insurance Contribut |    | 903.52   |
|                |              |                                        | Vision Insurance Contribut |    | 5.39     |
|                |              |                                        | Vision Insurance Contribut |    | 5.39     |
|                |              |                                        | Vision Insurance Contribut |    | 1.89     |
|                |              |                                        | Vision Insurance Contribut |    | 1.89     |
|                |              |                                        | Vision Insurance Contribut |    | 3.77     |
|                |              |                                        | Vision Insurance Contribut |    | 7.54     |
|                |              | INTERNAL REVENUE SERVICE               | FICA                       |    | 553.43   |
|                |              |                                        | Medicare                   |    | 129.43   |
|                |              | ICMA                                   | Retirement 401             |    | 545.42   |
|                |              | HSA BANK                               | HSA Contribution           |    | 37.50    |
|                |              |                                        | HSA Family/Dep. Contributi |    | 150.00   |
|                |              | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 4.28     |
|                |              |                                        | Group Dependent Life Ins   |    | 5.35     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 7.56     |
|                |              |                                        | Group Life Ins and Buy Up  |    | 11.34    |
|                |              |                                        | Group Life Ins and Buy Up  |    | 12.95    |
|                |              |                                        | Group Life Ins and Buy Up  |    | 12.95    |
|                |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                |              |                                        | Short Term Disabiilty Ins  |    | 5.03     |

| DEPARTMENT          | FUND         | VENDOR NAME                      | DESCRIPTION                | 12 | AMOUNT_  |
|---------------------|--------------|----------------------------------|----------------------------|----|----------|
|                     |              |                                  | Short Term Disability Ins  |    | 10.53    |
|                     |              |                                  | TOTAL:                     |    | 4,108.91 |
| Municipal Court     | General Fund | MIDWEST PUBLIC RISK              | Dental Insurance Premiums  |    | 29.77    |
|                     |              |                                  | Dental Insurance Premiums  |    | 29.77    |
|                     |              |                                  | Health Insurance Contribut |    | 529.17   |
|                     |              |                                  | Health Insurance Contribut |    | 529.17   |
|                     |              |                                  | Vision Insurance Contribut |    | 5.39     |
|                     |              |                                  | Vision Insurance Contribut |    | 5.39     |
|                     |              | WASHBURN, WILLIAM F              | FEB MUNICIPAL JUDGE SERVIC |    | 1,763.17 |
|                     |              | INTERNAL REVENUE SERVICE         | FICA                       |    | 78.13    |
|                     |              |                                  | Medicare                   |    | 18.27    |
|                     |              | ICMA                             | Retirement 401             |    | 80.37    |
|                     |              | HSA BANK                         | HSA Family/Dep. Contributi |    | 75.00    |
|                     |              | PRINCIPAL LIFE INSURANCE COMPANY | Group Dependent Life Ins   |    | 1.07     |
|                     |              |                                  | Group Dependent Life Ins   |    | 1.07     |
|                     |              |                                  | Group Life Ins and Buy Up  |    | 3.78     |
|                     |              |                                  | Group Life Ins and Buy Up  |    | 3.78     |
|                     |              |                                  | Short Term Disability Ins  |    | 5.80     |
|                     |              |                                  | Short Term Disability Ins  |    | 5.80     |
|                     |              |                                  | TOTAL:                     |    | 3,164.90 |
| City Attorney       | General Fund | MIDWEST PUBLIC RISK              | Dental Insurance Premiums  |    | 29.77    |
|                     |              |                                  | Dental Insurance Premiums  |    | 29.77    |
|                     |              |                                  | Health Insurance Contribut |    | 529.17   |
|                     |              |                                  | Health Insurance Contribut |    | 529.17   |
|                     |              |                                  | Vision Insurance Contribut |    | 5.39     |
|                     |              |                                  | Vision Insurance Contribut |    | 5.39     |
|                     |              | INTERNAL REVENUE SERVICE         | FICA                       |    | 323.28   |
|                     |              |                                  | Medicare                   |    | 75.61    |
|                     |              | ICMA                             | Retirement 401             |    | 316.13   |
|                     |              | HSA BANK                         | HSA Family/Dep. Contributi |    | 75.00    |
|                     |              | PRINCIPAL LIFE INSURANCE COMPANY | Group Dependent Life Ins   |    | 1.07     |
|                     |              |                                  | Group Dependent Life Ins   |    | 1.07     |
|                     |              |                                  | Group Life Ins and Buy Up  |    | 12.57    |
|                     |              |                                  | Group Life Ins and Buy Up  |    | 12.57    |
|                     |              |                                  | Short Term Disability Ins  |    | 5.80     |
|                     |              |                                  | Short Term Disability Ins  |    | 5.80     |
|                     |              |                                  | TOTAL:                     |    | 1,957.56 |
| Building Inspection | General Fund | MIDWEST PUBLIC RISK              | Dental Insurance Premiums  |    | 74.42    |
|                     |              |                                  | Dental Insurance Premiums  |    | 74.42    |
|                     |              |                                  | Dental Insurance Premium   |    | 17.08    |
|                     |              |                                  | Dental Insurance Premium   |    | 17.08    |
|                     |              |                                  | Health Insurance Contribut |    | 201.30   |
|                     |              |                                  | Health Insurance Contribut |    | 201.30   |
|                     |              |                                  | Health Insurance Contribut |    | 1,058.34 |
|                     |              |                                  | Health Insurance Contribut |    | 1,058.34 |
|                     |              |                                  | Health Insurance Contribut |    | 225.88   |
|                     |              |                                  | Health Insurance Contribut |    | 225.88   |
|                     |              |                                  | Vision Insurance Contribut |    | 10.78    |
|                     |              |                                  | Vision Insurance Contribut |    | 10.78    |
|                     |              |                                  | Vision Insurance Contribut |    | 1.89     |
|                     |              |                                  | Vision Insurance Contribut |    | 1.89     |
|                     |              |                                  | Vision Insurance Contribut |    | 1.88     |
|                     |              |                                  | Vision Insurance Contribut |    | 1.88     |

| DEPARTMENT           | FUND         | VENDOR NAME                            | DESCRIPTION                | 13 | AMOUNT_  |
|----------------------|--------------|----------------------------------------|----------------------------|----|----------|
|                      |              | INTERNAL REVENUE SERVICE               | FICA                       |    | 405.49   |
|                      |              |                                        | Medicare                   |    | 94.83    |
|                      |              | ICMA                                   | Retirement 401             |    | 402.36   |
|                      |              | AT&T MOBILITY-CELLS                    | BLDG DEPT CELL PHONE       |    | 155.95   |
|                      |              | OLIVER, HERSCHEL                       | SAFETY BOOT REIMBURSEMENT  |    | 124.99   |
|                      |              | HSA BANK                               | HSA Contribution           |    | 37.50    |
|                      |              |                                        | HSA Family/Dep. Contributi |    | 187.50   |
|                      |              | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 1.60     |
|                      |              |                                        | Group Dependent Life Ins   |    | 1.60     |
|                      |              |                                        | Group Life Ins and Buy Up  |    | 5.67     |
|                      |              |                                        | Group Life Ins and Buy Up  |    | 5.67     |
|                      |              |                                        | Group Life Ins and Buy Up  |    | 3.72     |
|                      |              |                                        | Group Life Ins and Buy Up  |    | 3.72     |
|                      |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                      |              |                                        | Short Term Disability Ins  |    | 17.40    |
|                      |              |                                        | Short Term Disability Ins  |    | 2.46     |
|                      |              |                                        | Short Term Disability Ins  |    | 2.46     |
|                      |              |                                        | TOTAL:                     |    | 4,653.46 |
| Building Maintenance | General Fund | AMEREN MISSOURI                        | FRONT OF CH 1/15-2/13/18   |    | 11.24    |
|                      |              |                                        | CH SERV 1/15-2/13/18       |    | 3,641.48 |
|                      |              | ALLIED SERVICES LLC                    | TRASH SERV 9/1-10/31/17    |    | 139.47   |
|                      |              | TRACEY OLIVER DBA KEEPING CONDOS CLEAN | CITY HALL JANITORIAL SERV  |    | 1,310.05 |
|                      |              | SUMMIT NATURAL GAS OF MISSOURI INC     | SERV 1/15-2/15/18          |    | 656.76   |
|                      |              |                                        | TOTAL:                     |    | 5,759.00 |
| Parks                | General Fund | MIDWEST PUBLIC RISK                    | Dental Insurance Premiums  |    | 29.77    |
|                      |              |                                        | Dental Insurance Premiums  |    | 29.77    |
|                      |              |                                        | Dental Insurance Premium   |    | 34.16    |
|                      |              |                                        | Dental Insurance Premium   |    | 34.16    |
|                      |              |                                        | Health Insurance Contribut |    | 402.60   |
|                      |              |                                        | Health Insurance Contribut |    | 402.60   |
|                      |              |                                        | Health Insurance Contribut |    | 529.17   |
|                      |              |                                        | Health Insurance Contribut |    | 529.17   |
|                      |              |                                        | Vision Insurance Contribut |    | 5.67     |
|                      |              |                                        | Vision Insurance Contribut |    | 5.67     |
|                      |              | WALMART COMMUNITY/GEGRB                | LIQUOR LICENSE FRAMES, CRE |    | 11.78    |
|                      |              |                                        | CASH DRAWER ORGANIZER      |    | 5.43     |
|                      |              | ALLIED SERVICES LLC                    | TRASH SERV 9/1-10/31/17    |    | 80.15    |
|                      |              | INTERNAL REVENUE SERVICE               | FICA                       |    | 292.68   |
|                      |              |                                        | Medicare                   |    | 68.44    |
|                      |              | ICMA                                   | Retirement 401             |    | 256.76   |
|                      |              | AT&T MOBILITY-CELLS                    | PARK CELL PHONE            |    | 81.25    |
|                      |              | MISSOURI PARK & RECREATION ASSOC       | 2018 MPRA CONF - A. THRELK |    | 175.00   |
|                      |              | AMEREN MISSOURI                        | LOWER DIAMOND LTS 1/8-2/6/ |    | 11.86    |
|                      |              |                                        | PARK RD SIGN 1/15-2/13/18  |    | 71.04    |
|                      |              |                                        | PARK DISPLAY C 1/17-2/13/1 |    | 11.24    |
|                      |              |                                        | PARK DISPLAY D 1/15-2/13/1 |    | 11.24    |
|                      |              |                                        | PARK BALL FIELDS           |    | 995.90   |
|                      |              |                                        | PARK DISPLAY B 1/16-2/13/1 |    | 12.21    |
|                      |              |                                        | PARK DISPLAY A 1/16-2/13/1 |    | 11.24    |
|                      |              |                                        | 42 BALL PRK LTS 1/8-2/6/18 |    | 15.39    |
|                      |              |                                        | PARK IRRG PUMP 1/15-2/13/1 |    | 11.24    |
|                      |              | HSA BANK                               | HSA Contribution           |    | 75.00    |
|                      |              |                                        | HSA Family/Dep. Contributi |    | 75.00    |
|                      |              | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 1.07     |

| DEPARTMENT      | FUND         | VENDOR NAME                           | DESCRIPTION                | 14 | AMOUNT_  |
|-----------------|--------------|---------------------------------------|----------------------------|----|----------|
|                 |              |                                       | Group Dependent Life Ins   |    | 1.07     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 7.56     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 7.56     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 4.54     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 4.54     |
|                 |              |                                       | Short Term Disability Ins  |    | 11.60    |
|                 |              |                                       | Short Term Disability Ins  |    | 11.60    |
|                 |              |                                       | Short Term Disability Ins  |    | 4.16     |
|                 |              |                                       | Short Term Disability Ins  |    | 4.16     |
|                 |              |                                       | TOTAL:                     |    | 4,333.45 |
| Human Resources | General Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 29.77    |
|                 |              |                                       | Dental Insurance Premiums  |    | 29.77    |
|                 |              |                                       | Health Insurance Contribut |    | 451.76   |
|                 |              |                                       | Health Insurance Contribut |    | 451.76   |
|                 |              |                                       | Vision Insurance Contribut |    | 3.77     |
|                 |              |                                       | Vision Insurance Contribut |    | 3.77     |
|                 |              | INTERNAL REVENUE SERVICE              | FICA                       |    | 136.38   |
|                 |              |                                       | Medicare                   |    | 31.89    |
|                 |              | LEIGH, CINDY                          | MILEAGE REIMB MPR 1/31-2/2 |    | 376.05   |
|                 |              | ICMA                                  | Retirement 401             |    | 137.79   |
|                 |              | HSA BANK                              | HSA Family/Dep. Contributi |    | 75.00    |
|                 |              | PRINCIPAL LIFE INSURANCE COMPANY      | Group Dependent Life Ins   |    | 1.07     |
|                 |              |                                       | Group Dependent Life Ins   |    | 1.07     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 4.58     |
|                 |              |                                       | Group Life Ins and Buy Up  |    | 4.58     |
|                 |              |                                       | Short Term Disability Ins  |    | 5.80     |
|                 |              |                                       | Short Term Disability Ins  |    | 5.80     |
|                 |              |                                       | TOTAL:                     |    | 1,750.61 |
| Overhead        | General Fund | CHARTER COMMUNICATIONS HOLDING CO LLC | SERV 3/1-3/31/18           |    | 51.18    |
|                 |              |                                       | TOTAL:                     |    | 51.18    |
| Police          | General Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 536.15   |
|                 |              |                                       | Dental Insurance Premiums  |    | 536.28   |
|                 |              |                                       | Dental Insurance Premium   |    | 85.40    |
|                 |              |                                       | Dental Insurance Premium   |    | 85.40    |
|                 |              |                                       | Health Insurance Contribut |    | 603.90   |
|                 |              |                                       | Health Insurance Contribut |    | 603.90   |
|                 |              |                                       | Health Insurance Contribut |    | 5,291.70 |
|                 |              |                                       | Health Insurance Contribut |    | 5,291.70 |
|                 |              |                                       | Health Insurance Contribut |    | 3,618.42 |
|                 |              |                                       | Health Insurance Contribut |    | 3,620.45 |
|                 |              |                                       | Vision Insurance Contribut |    | 59.29    |
|                 |              |                                       | Vision Insurance Contribut |    | 59.29    |
|                 |              |                                       | Vision Insurance Contribut |    | 3.78     |
|                 |              |                                       | Vision Insurance Contribut |    | 3.78     |
|                 |              |                                       | Vision Insurance Contribut |    | 30.20    |
|                 |              |                                       | Vision Insurance Contribut |    | 30.21    |
|                 |              | WALMART COMMUNITY/GEGRB               | HEADLIGHT BULBS            |    | 37.76    |
|                 |              | INTERNAL REVENUE SERVICE              | FICA                       |    | 2,655.08 |
|                 |              |                                       | Medicare                   |    | 620.96   |
|                 |              | ICMA                                  | Retirement 401             |    | 2,655.11 |
|                 |              | AT&T MOBILITY-CELLS                   | POLICE DEPT CELL PHONES    |    | 43.50    |
|                 |              | AMERICAN FIDELITY ASSURANCE COMPANY   | Amerian Fidelity           |    | 9.95     |
|                 |              |                                       | Amerian Fidelity           |    | 9.95     |

| DEPARTMENT | FUND         | VENDOR NAME                           | DESCRIPTION                | 15 | AMOUNT_   |
|------------|--------------|---------------------------------------|----------------------------|----|-----------|
|            |              | HSA BANK                              | HSA Contribution           |    | 225.00    |
|            |              |                                       | HSA Family/Dep. Contributi |    | 1,350.87  |
|            |              |                                       | Medical Reimbursement      |    | 104.17    |
|            |              | PRINCIPAL LIFE INSURANCE COMPANY      | Group Dependent Life Ins   |    | 23.54     |
|            |              |                                       | Group Dependent Life Ins   |    | 23.54     |
|            |              |                                       | Group Life Ins and Buy Up  |    | 52.92     |
|            |              |                                       | Group Life Ins and Buy Up  |    | 52.92     |
|            |              |                                       | Group Life Ins and Buy Up  |    | 53.56     |
|            |              |                                       | Group Life Ins and Buy Up  |    | 53.56     |
|            |              |                                       | Short Term Disability Ins  |    | 116.06    |
|            |              |                                       | Short Term Disability Ins  |    | 116.08    |
|            |              |                                       | Short Term Disabiilty Ins  |    | 19.65     |
|            |              |                                       | Short Term Disabiilty Ins  |    | 19.65     |
|            |              |                                       | TOTAL:                     |    | 28,703.68 |
| 911 Center | General Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 148.56    |
|            |              |                                       | Dental Insurance Premiums  |    | 148.43    |
|            |              |                                       | Dental Insurance Premium   |    | 34.16     |
|            |              |                                       | Dental Insurance Premium   |    | 34.16     |
|            |              |                                       | Health Insurance Contribut |    | 402.60    |
|            |              |                                       | Health Insurance Contribut |    | 402.60    |
|            |              |                                       | Health Insurance Contribut |    | 1,058.34  |
|            |              |                                       | Health Insurance Contribut |    | 1,058.34  |
|            |              |                                       | Health Insurance Contribut |    | 899.18    |
|            |              |                                       | Health Insurance Contribut |    | 897.15    |
|            |              |                                       | Vision Insurance Contribut |    | 16.17     |
|            |              |                                       | Vision Insurance Contribut |    | 16.17     |
|            |              |                                       | Vision Insurance Contribut |    | 3.78      |
|            |              |                                       | Vision Insurance Contribut |    | 3.78      |
|            |              |                                       | Vision Insurance Contribut |    | 7.50      |
|            |              |                                       | Vision Insurance Contribut |    | 7.49      |
|            |              | AT & T/CITY HALL                      | SERV 2/23-3/22/18          |    | 1,020.99  |
|            |              | INTERNAL REVENUE SERVICE              | FICA                       |    | 670.78    |
|            |              |                                       | Medicare                   |    | 156.87    |
|            |              | ICMA                                  | Retirement 401             |    | 664.91    |
|            |              | ASANTE, KWABENA                       | MEALS & PRKG FOR MPSCC-ASA |    | 100.00    |
|            |              |                                       | LODGING FOR MPSCC-K. ASANT |    | 307.92    |
|            |              | CHARTER COMMUNICATIONS HOLDING CO LLC | SERV 3/1-3/31/18           |    | 99.98     |
|            |              |                                       | SERV 3/1-3/31/18           |    | 25.59     |
|            |              | AMERICAN FIDELITY ASSURANCE COMPANY   | American Fidelity          |    | 10.42     |
|            |              |                                       | American Fidelity          |    | 10.42     |
|            |              | HSA BANK                              | HSA Contribution           |    | 150.00    |
|            |              |                                       | HSA Family/Dep. Contributi |    | 299.13    |
|            |              |                                       | Medical Reimbursement      |    | 104.17    |
|            |              | PRINCIPAL LIFE INSURANCE COMPANY      | Group Dependent Life Ins   |    | 3.21      |
|            |              |                                       | Group Dependent Life Ins   |    | 3.21      |
|            |              |                                       | Group Life Ins and Buy Up  |    | 22.68     |
|            |              |                                       | Group Life Ins and Buy Up  |    | 22.68     |
|            |              |                                       | Short Term Disability Ins  |    | 28.94     |
|            |              |                                       | Short Term Disability Ins  |    | 28.92     |
|            |              |                                       | Short Term Disabiilty Ins  |    | 14.63     |
|            |              |                                       | Short Term Disabiilty Ins  |    | 14.63     |
|            |              |                                       | TOTAL:                     |    | 8,898.49  |
| Planning   | General Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 44.66     |
|            |              |                                       | Dental Insurance Premiums  |    | 44.66     |

| DEPARTMENT                          | FUND           | VENDOR NAME                           | DESCRIPTION                | 16 | AMOUNT_  |
|-------------------------------------|----------------|---------------------------------------|----------------------------|----|----------|
|                                     |                |                                       | Health Insurance Contribut |    | 677.64   |
|                                     |                |                                       | Health Insurance Contribut |    | 677.64   |
|                                     |                |                                       | Vision Insurance Contribut |    | 5.66     |
|                                     |                |                                       | Vision Insurance Contribut |    | 5.66     |
|                                     |                | INTERNAL REVENUE SERVICE              | FICA                       |    | 189.72   |
|                                     |                |                                       | Medicare                   |    | 44.37    |
|                                     |                | ICMA                                  | Retirement 401             |    | 188.05   |
|                                     |                | HSA BANK                              | HSA Family/Dep. Contributi |    | 112.50   |
|                                     |                | PRINCIPAL LIFE INSURANCE COMPANY      | Group Dependent Life Ins   |    | 1.61     |
|                                     |                |                                       | Group Dependent Life Ins   |    | 1.61     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 1.89     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 1.89     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 5.30     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 5.30     |
|                                     |                |                                       | Short Term Disability Ins  |    | 5.80     |
|                                     |                |                                       | Short Term Disability Ins  |    | 5.80     |
|                                     |                |                                       | Short Term Disabiilty Ins  |    | 2.46     |
|                                     |                |                                       | Short Term Disabiilty Ins  |    | 2.46     |
|                                     |                |                                       | TOTAL:                     |    | 2,024.68 |
| Information Technology General Fund |                | MIDWEST PUBLIC RISK                   | Dental Insurance Premium   |    | 17.08    |
|                                     |                |                                       | Dental Insurance Premium   |    | 17.08    |
|                                     |                |                                       | Health Insurance Contribut |    | 451.76   |
|                                     |                |                                       | Health Insurance Contribut |    | 451.76   |
|                                     |                |                                       | Vision Insurance Contribut |    | 3.77     |
|                                     |                |                                       | Vision Insurance Contribut |    | 3.77     |
|                                     |                | INTERNAL REVENUE SERVICE              | FICA                       |    | 107.72   |
|                                     |                |                                       | Medicare                   |    | 25.19    |
|                                     |                | ICMA                                  | Retirement 401             |    | 106.83   |
|                                     |                | AT&T INTERNET/IP SERVICES             | CH SERV 1/19-2/18/18       |    | 2,540.25 |
|                                     |                |                                       | LCF SERV 1/19-2/18/18      |    | 1,328.91 |
|                                     |                |                                       | PARK SERV 1/19-1/18/18     |    | 939.92   |
|                                     |                | CHARTER COMMUNICATIONS HOLDING CO LLC | SERV 3/1-3/31/18           |    | 288.81   |
|                                     |                | AT&T MOBILITY-CELLS                   | SERV 1/13-2/12/18          |    | 978.00   |
|                                     |                |                                       | IT DEPT CELL PHONE         |    | 13.27    |
|                                     |                |                                       | INTERNET CONNECTIONS       |    | 0.82     |
|                                     |                | HSA BANK                              | HSA Family/Dep. Contributi |    | 75.00    |
|                                     |                | PRINCIPAL LIFE INSURANCE COMPANY      | Group Dependent Life Ins   |    | 1.07     |
|                                     |                |                                       | Group Dependent Life Ins   |    | 1.07     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 4.35     |
|                                     |                |                                       | Group Life Ins and Buy Up  |    | 4.35     |
|                                     |                |                                       | Short Term Disability Ins  |    | 5.80     |
|                                     |                |                                       | Short Term Disability Ins  |    | 5.80     |
|                                     |                |                                       | TOTAL:                     |    | 7,372.38 |
| Economic Development                | General Fund   | OLIVARRI, JOHN                        | MILEAGE MEAL REIMB-MEDC &  |    | 50.14    |
|                                     |                |                                       | TOTAL:                     |    | 50.14    |
| NON-DEPARTMENTAL                    | Transportation | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 71.71    |
|                                     |                |                                       | Dental Insurance Premiums  |    | 71.71    |
|                                     |                |                                       | Health Insurance Contribut |    | 60.85    |
|                                     |                |                                       | Health Insurance Contribut |    | 60.84    |
|                                     |                |                                       | Health Insurance Contribut |    | 74.04    |
|                                     |                |                                       | Health Insurance Contribut |    | 74.04    |
|                                     |                |                                       | Health Insurance Premiums  |    | 241.34   |
|                                     |                |                                       | Health Insurance Premiums  |    | 241.34   |

| DEPARTMENT     | FUND           | VENDOR NAME                         | DESCRIPTION                | 17 | AMOUNT_  |
|----------------|----------------|-------------------------------------|----------------------------|----|----------|
|                |                |                                     | Vision Insurance Contribut |    | 5.41     |
|                |                |                                     | Vision Insurance Contribut |    | 5.41     |
|                |                |                                     | Vision Insurance Contribut |    | 6.90     |
|                |                |                                     | Vision Insurance Contribut |    | 6.90     |
|                |                |                                     | Vision Insurance Contribut |    | 8.79     |
|                |                |                                     | Vision Insurance Contribut |    | 8.79     |
|                |                | MO DEPT OF REVENUE                  | State Withholding          |    | 366.80   |
|                |                | INTERNAL REVENUE SERVICE            | Fed WH                     |    | 911.13   |
|                |                |                                     | FICA                       |    | 824.91   |
|                |                |                                     | Medicare                   |    | 192.92   |
|                |                | LEGALSHIELD                         | Pre-Paid Legal Premiums    |    | 6.35     |
|                |                |                                     | Pre-Paid Legal Premiums    |    | 6.35     |
|                |                | ICMA                                | Retirement 457 &           |    | 336.45   |
|                |                |                                     | Retirement 457             |    | 213.21   |
|                |                |                                     | Loan Repayments            |    | 44.36    |
|                |                |                                     | Loan Repayments            |    | 33.64    |
|                |                |                                     | Retirement Roth IRA        |    | 65.80    |
|                |                | AMERICAN FIDELITY ASSURANCE COMPANY | American Fidelity          |    | 102.95   |
|                |                |                                     | American Fidelity          |    | 102.95   |
|                |                |                                     | Amerian Fidelity           |    | 24.11    |
|                |                |                                     | Amerian Fidelity           |    | 24.11    |
|                |                | TEXAS LIFE INSURANCE CO             | Texas Life After Tax       |    | 12.62    |
|                |                |                                     | Texas Life After Tax       |    | 12.62    |
|                |                | HSA BANK                            | HSA Contribution           |    | 33.50    |
|                |                |                                     | HSA Family/Dep. Contributi |    | 301.56   |
|                |                | PRINCIPAL LIFE INSURANCE COMPANY    | Group Life Ins and Buy Up  |    | 6.03     |
|                |                |                                     | Group Life Ins and Buy Up  |    | 6.03     |
|                |                |                                     | TOTAL:                     |    | 4,566.47 |
| Transportation | Transportation | EDELMAN, NICHOLAS                   | MEALS FOR TEAM CONF-N.EDEL |    | 65.00    |
|                |                | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  |    | 168.48   |
|                |                |                                     | Dental Insurance Premiums  |    | 168.49   |
|                |                |                                     | Dental Insurance Premium   |    | 39.97    |
|                |                |                                     | Dental Insurance Premium   |    | 39.97    |
|                |                |                                     | Health Insurance Contribut |    | 471.04   |
|                |                |                                     | Health Insurance Contribut |    | 471.04   |
|                |                |                                     | Health Insurance Contribut |    | 883.72   |
|                |                |                                     | Health Insurance Contribut |    | 883.72   |
|                |                |                                     | Health Insurance Contribut |    | 1,201.68 |
|                |                |                                     | Health Insurance Contribut |    | 1,201.69 |
|                |                |                                     | Health Insurance Premiums  |    | 526.76   |
|                |                |                                     | Health Insurance Premiums  |    | 526.76   |
|                |                |                                     | Vision Insurance Contribut |    | 5.45     |
|                |                |                                     | Vision Insurance Contribut |    | 5.45     |
|                |                |                                     | Vision Insurance Contribut |    | 6.93     |
|                |                |                                     | Vision Insurance Contribut |    | 6.94     |
|                |                |                                     | Vision Insurance Contribut |    | 8.78     |
|                |                |                                     | Vision Insurance Contribut |    | 8.79     |
|                |                | WALMART COMMUNITY/GEGRB             | JERSEY GLOVES              |    | 4.25     |
|                |                | ALLIED SERVICES LLC                 | TRASH SERV 9/1-10/31/17    |    | 37.47    |
|                |                | INTERNAL REVENUE SERVICE            | FICA                       |    | 824.92   |
|                |                |                                     | Medicare                   |    | 192.94   |
|                |                | ICMA                                | Retirement 401             |    | 793.95   |
|                |                | CAMDEN COUNTY RECORDER OF DEEDS     | MACE RD EASEMENTS          |    | 150.00   |
|                |                |                                     | MACE RD EASEMENTS          |    | 30.00    |
|                |                | PETTY CASH                          | FRAMES                     |    | 8.32     |

| DEPARTMENT       | FUND       | VENDOR NAME                            | DESCRIPTION                | 18 | AMOUNT_   |
|------------------|------------|----------------------------------------|----------------------------|----|-----------|
|                  |            |                                        | FRAMES & HANGERS           |    | 3.99      |
|                  |            |                                        | STAMPS                     |    | 10.00     |
|                  |            |                                        | PHONE CASE - L. DUNHAM     |    | 11.59     |
|                  |            |                                        | STREET DEPT TRUCK WASH     |    | 10.00     |
|                  |            |                                        | BATTERIES & GLOVES         |    | 8.66      |
|                  |            | CARD SERVICES 0248                     | D-RINGS-TRUCKS 53,57,62    |    | 29.97     |
|                  |            |                                        | D-RINGS-STREET TRUCKS      |    | 59.94     |
|                  |            |                                        | RIGID CASTERS FOR TRUCK 54 |    | 43.98     |
|                  |            | AT&T MOBILITY-CELLS                    | TRANS DEPT CELL PHONES     |    | 428.02    |
|                  |            | TRACEY OLIVER DBA KEEPING CONDOS CLEAN | TRANS JANITORIAL SERV      |    | 267.67    |
|                  |            | AMERICAN FIDELITY ASSURANCE COMPANY    | American Fidelity          |    | 3.55      |
|                  |            |                                        | American Fidelity          |    | 3.55      |
|                  |            | AMERICAN FIDELITY ASSURANCE CO FLEX AC | Flexible Spending Accts -  |    | 13.86     |
|                  |            |                                        | Flexible Spending Accts -  |    | 13.86     |
|                  |            | AMEREN MISSOURI                        | PW MTR 1/16-2/14/18        |    | 260.51    |
|                  |            | AMEREN MISSOURI                        | 792 PASSOVER 1/15-2/13/18  |    | 80.50     |
|                  |            |                                        | 1075 NICHOLS RD 1/16-2/14/ |    | 157.93    |
|                  |            |                                        | 872 PASSOVER 1/15-2/13/18  |    | 88.52     |
|                  |            |                                        | 680 PASSOVER RD 1/15-2/13/ |    | 63.88     |
|                  |            | HSA BANK                               | HSA Contribution           |    | 50.25     |
|                  |            |                                        | HSA Family/Dep. Contributi |    | 324.75    |
|                  |            | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 7.49      |
|                  |            |                                        | Group Dependent Life Ins   |    | 7.48      |
|                  |            |                                        | Group Life Ins and Buy Up  |    | 22.77     |
|                  |            |                                        | Group Life Ins and Buy Up  |    | 22.77     |
|                  |            |                                        | Group Life Ins and Buy Up  |    | 14.17     |
|                  |            |                                        | Group Life Ins and Buy Up  |    | 14.17     |
|                  |            |                                        | Short Term Disability Ins  |    | 46.39     |
|                  |            |                                        | Short Term Disability Ins  |    | 46.38     |
|                  |            |                                        | Short Term Disabiilty Ins  |    | 7.17      |
|                  |            |                                        | Short Term Disabiilty Ins  |    | 7.17      |
|                  |            | ONE TIME VENDOR CRENSHAW, JOHN & DEBBI | CRENSHAW, JOHN & DEBBIE:MA |    | 122.45    |
|                  |            |                                        | TOTAL:                     |    | 10,985.90 |
| NON-DEPARTMENTAL | Water Fund | MIDWEST PUBLIC RISK                    | Dental Insurance Premiums  |    | 71.58     |
|                  |            |                                        | Dental Insurance Premiums  |    | 71.58     |
|                  |            |                                        | Health Insurance Contribut |    | 96.94     |
|                  |            |                                        | Health Insurance Contribut |    | 96.94     |
|                  |            |                                        | Health Insurance Contribut |    | 46.19     |
|                  |            |                                        | Health Insurance Contribut |    | 46.19     |
|                  |            |                                        | Vision Insurance Contribut |    | 16.10     |
|                  |            |                                        | Vision Insurance Contribut |    | 16.10     |
|                  |            |                                        | Vision Insurance Contribut |    | 1.24      |
|                  |            |                                        | Vision Insurance Contribut |    | 1.24      |
|                  |            |                                        | Vision Insurance Contribut |    | 5.01      |
|                  |            |                                        | Vision Insurance Contribut |    | 5.01      |
|                  |            | MO DEPT OF REVENUE                     | State Withholding          |    | 312.46    |
|                  |            | INTERNAL REVENUE SERVICE               | Fed WH                     |    | 786.50    |
|                  |            |                                        | FICA                       |    | 688.65    |
|                  |            |                                        | Medicare                   |    | 161.06    |
|                  |            | LEGALSHIELD                            | Pre-Paid Legal Premiums    |    | 6.26      |
|                  |            |                                        | Pre-Paid Legal Premiums    |    | 6.26      |
|                  |            | ICMA                                   | Retirement 457 &           |    | 58.56     |
|                  |            |                                        | Retirement 457             |    | 126.46    |
|                  |            |                                        | Loan Repayments            |    | 58.43     |
|                  |            |                                        | Loan Repayments            |    | 16.08     |

| DEPARTMENT | FUND       | VENDOR NAME                            | DESCRIPTION                | 19 | AMOUNT_  |
|------------|------------|----------------------------------------|----------------------------|----|----------|
|            |            |                                        | Loan Repayments            |    | 24.02    |
|            |            |                                        | Loan Repayments            |    | 52.79    |
|            |            |                                        | Loan Repayments            |    | 9.88     |
|            |            |                                        | Retirement Roth IRA        |    | 64.35    |
|            |            | AMERICAN FIDELITY ASSURANCE COMPANY    | American Fidelity          |    | 109.99   |
|            |            |                                        | American Fidelity          |    | 109.99   |
|            |            |                                        | Amerian Fidelity           |    | 49.03    |
|            |            |                                        | Amerian Fidelity           |    | 49.03    |
|            |            | TEXAS LIFE INSURANCE CO                | Texas Life After Tax       |    | 12.24    |
|            |            |                                        | Texas Life After Tax       |    | 12.24    |
|            |            | HSA BANK                               | HSA Contribution           |    | 8.25     |
|            |            |                                        | HSA Family/Dep. Contributi |    | 53.46    |
|            |            | PRINCIPAL LIFE INSURANCE COMPANY       | Group Life Ins and Buy Up  |    | 6.03     |
|            |            |                                        | Group Life Ins and Buy Up  |    | 6.03     |
|            |            | ONE TIME VENDOR SCHLATTER, ROGER D     | 01-0080-01                 |    | 20.28    |
|            |            |                                        | TOTAL:                     |    | 3,282.45 |
| Water      | Water Fund | MIDWEST PUBLIC RISK                    | Dental Insurance Premiums  |    | 168.18   |
|            |            |                                        | Dental Insurance Premiums  |    | 168.19   |
|            |            |                                        | Dental Insurance Premium   |    | 5.64     |
|            |            |                                        | Dental Insurance Premium   |    | 5.64     |
|            |            |                                        | Health Insurance Contribut |    | 66.43    |
|            |            |                                        | Health Insurance Contribut |    | 66.43    |
|            |            |                                        | Health Insurance Contribut |    | 1,407.61 |
|            |            |                                        | Health Insurance Contribut |    | 1,407.60 |
|            |            |                                        | Health Insurance Contribut |    | 749.92   |
|            |            |                                        | Health Insurance Contribut |    | 749.94   |
|            |            |                                        | Vision Insurance Contribut |    | 16.11    |
|            |            |                                        | Vision Insurance Contribut |    | 16.11    |
|            |            |                                        | Vision Insurance Contribut |    | 1.24     |
|            |            |                                        | Vision Insurance Contribut |    | 1.25     |
|            |            |                                        | Vision Insurance Contribut |    | 5.01     |
|            |            |                                        | Vision Insurance Contribut |    | 5.02     |
|            |            | WALMART COMMUNITY/GEGRB                | JERSEY GLOVES              |    | 4.25     |
|            |            | ALLIED SERVICES LLC                    | TRASH SERV 9/1-10/31/17    |    | 37.47    |
|            |            | INTERNAL REVENUE SERVICE               | FICA                       |    | 688.67   |
|            |            |                                        | Medicare                   |    | 161.07   |
|            |            | ICMA                                   | Retirement 401             |    | 683.52   |
|            |            | BANKCARD SERV 5106                     | PARTS FOR WATER REPAIR     |    | 50.61    |
|            |            | PETTY CASH                             | FRAMES                     |    | 8.31     |
|            |            |                                        | FRAMES & HANGERS           |    | 3.99     |
|            |            |                                        | PHONE CASE - L. DUNHAM     |    | 11.59    |
|            |            |                                        | WATER DEPT TRUCK WASH      |    | 4.00     |
|            |            |                                        | BATTERIES & GLOVES         |    | 8.65     |
|            |            | AT&T MOBILITY-CELLS                    | WATER DEPT CELL PHONES     |    | 601.26   |
|            |            | TRACEY OLIVER DBA KEEPING CONDOS CLEAN | WATER JANITORIAL SERV      |    | 267.67   |
|            |            | AMERICAN FIDELITY ASSURANCE COMPANY    | American Fidelity          |    | 3.44     |
|            |            |                                        | American Fidelity          |    | 3.44     |
|            |            | AMERICAN FIDELITY ASSURANCE CO FLEX AC | Flexible Spending Accts -  |    | 3.44     |
|            |            |                                        | Flexible Spending Accts -  |    | 3.44     |
|            |            | AMEREN MISSOURI                        | PW MTR 1/16-2/14/18        |    | 260.51   |
|            |            | AMEREN MISSOURI                        | PARKVIEW WELL 1/15-2/13/18 |    | 290.34   |
|            |            |                                        | COLUMBIA WELL 1/15-2/13/18 |    | 2,035.02 |
|            |            |                                        | COLUMBIA TOWER 1/15-2/13/1 |    | 220.49   |
|            |            | HSA BANK                               | HSA Contribution           |    | 124.88   |
|            |            |                                        | HSA Family/Dep. Contributi |    | 324.01   |

| DEPARTMENT       | FUND       | VENDOR NAME                         | DESCRIPTION                | 20 | AMOUNT_   |
|------------------|------------|-------------------------------------|----------------------------|----|-----------|
|                  |            |                                     | Medical Reimbursement      |    | 104.17    |
|                  |            | PATTERSON, JOHN                     | MILEAGE REIMB 2/14-2/20/18 |    | 75.21     |
|                  |            | PRINCIPAL LIFE INSURANCE COMPANY    | Group Dependent Life Ins   |    | 6.39      |
|                  |            |                                     | Group Dependent Life Ins   |    | 6.38      |
|                  |            |                                     | Group Life Ins and Buy Up  |    | 18.87     |
|                  |            |                                     | Group Life Ins and Buy Up  |    | 18.87     |
|                  |            |                                     | Group Life Ins and Buy Up  |    | 6.64      |
|                  |            |                                     | Group Life Ins and Buy Up  |    | 6.64      |
|                  |            |                                     | Short Term Disability Ins  |    | 23.07     |
|                  |            |                                     | Short Term Disability Ins  |    | 23.06     |
|                  |            |                                     | Short Term Disability Ins  |    | 12.13     |
|                  |            |                                     | Short Term Disability Ins  |    | 12.13     |
|                  |            | CARLSON, CHAD                       | MILEAGE REIMB 2/21-2/27/18 |    | 32.70     |
|                  |            | STOUFER, TOMMIE L                   | MILEAGE REIMB 2/27-3/6/18  |    | 84.37     |
|                  |            |                                     | TOTAL:                     |    | 11,071.02 |
| NON-DEPARTMENTAL | Sewer Fund | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  |    | 97.44     |
|                  |            |                                     | Dental Insurance Premiums  |    | 97.44     |
|                  |            |                                     | Health Insurance Contribut |    | 170.17    |
|                  |            |                                     | Health Insurance Contribut |    | 170.18    |
|                  |            |                                     | Health Insurance Contribut |    | 46.75     |
|                  |            |                                     | Health Insurance Contribut |    | 46.75     |
|                  |            |                                     | Vision Insurance Contribut |    | 21.53     |
|                  |            |                                     | Vision Insurance Contribut |    | 21.53     |
|                  |            |                                     | Vision Insurance Contribut |    | 5.02      |
|                  |            |                                     | Vision Insurance Contribut |    | 5.02      |
|                  |            |                                     | Vision Insurance Contribut |    | 5.05      |
|                  |            |                                     | Vision Insurance Contribut |    | 5.05      |
|                  |            | MO DEPT OF REVENUE                  | State Withholding          |    | 467.74    |
|                  |            | INTERNAL REVENUE SERVICE            | Fed WH                     |    | 1,169.31  |
|                  |            |                                     | FICA                       |    | 906.18    |
|                  |            |                                     | Medicare                   |    | 211.94    |
|                  |            | LEGALSHIELD                         | Pre-Paid Legal Premiums    |    | 6.35      |
|                  |            |                                     | Pre-Paid Legal Premiums    |    | 6.35      |
|                  |            | ICMA                                | Retirement 457 &           |    | 54.55     |
|                  |            |                                     | Retirement 457             |    | 128.52    |
|                  |            |                                     | Loan Repayments            |    | 45.71     |
|                  |            |                                     | Loan Repayments            |    | 21.11     |
|                  |            |                                     | Loan Repayments            |    | 21.24     |
|                  |            |                                     | Loan Repayments            |    | 104.27    |
|                  |            |                                     | Retirement Roth IRA        |    | 64.85     |
|                  |            | AMERICAN FIDELITY ASSURANCE COMPANY | American Fidelity          |    | 205.21    |
|                  |            |                                     | American Fidelity          |    | 205.21    |
|                  |            |                                     | Amerian Fidelity           |    | 52.06     |
|                  |            |                                     | Amerian Fidelity           |    | 52.06     |
|                  |            | TEXAS LIFE INSURANCE CO             | Texas Life After Tax       |    | 27.74     |
|                  |            |                                     | Texas Life After Tax       |    | 27.74     |
|                  |            | HSA BANK                            | HSA Contribution           |    | 8.25      |
|                  |            |                                     | HSA Family/Dep. Contributi |    | 350.31    |
|                  |            | PRINCIPAL LIFE INSURANCE COMPANY    | Group Life Ins and Buy Up  |    | 6.21      |
|                  |            |                                     | Group Life Ins and Buy Up  |    | 6.21      |
|                  |            |                                     | TOTAL:                     |    | 4,841.05  |
| Sewer            | Sewer Fund | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  |    | 228.97    |
|                  |            |                                     | Dental Insurance Premiums  |    | 228.95    |
|                  |            |                                     | Dental Insurance Premium   |    | 22.71     |

| DEPARTMENT | FUND | VENDOR NAME                            | DESCRIPTION                | 21 | AMOUNT_   |
|------------|------|----------------------------------------|----------------------------|----|-----------|
|            |      |                                        | Dental Insurance Premium   |    | 22.71     |
|            |      |                                        | Health Insurance Contribut |    | 267.73    |
|            |      |                                        | Health Insurance Contribut |    | 267.73    |
|            |      |                                        | Health Insurance Contribut |    | 2,471.20  |
|            |      |                                        | Health Insurance Contribut |    | 2,471.21  |
|            |      |                                        | Health Insurance Contribut |    | 758.96    |
|            |      |                                        | Health Insurance Contribut |    | 758.93    |
|            |      |                                        | Vision Insurance Contribut |    | 21.56     |
|            |      |                                        | Vision Insurance Contribut |    | 21.56     |
|            |      |                                        | Vision Insurance Contribut |    | 5.06      |
|            |      |                                        | Vision Insurance Contribut |    | 5.04      |
|            |      |                                        | Vision Insurance Contribut |    | 5.06      |
|            |      |                                        | Vision Insurance Contribut |    | 5.04      |
|            |      | WALMART COMMUNITY/GEGRB                | JERSEY GLOVES              |    | 4.25      |
|            |      | ALLIED SERVICES LLC                    | TRASH SERV 9/1-10/31/17    |    | 37.47     |
|            |      | INTERNAL REVENUE SERVICE               | FICA                       |    | 906.15    |
|            |      |                                        | Medicare                   |    | 211.91    |
|            |      | ICMA                                   | Retirement 401             |    | 900.60    |
|            |      | PEDROLA, TOM                           | MILEAGE REIMB 2/14-2/21/18 |    | 16.46     |
|            |      | PETTY CASH                             | FRAMES                     |    | 8.32      |
|            |      |                                        | FRAMES & HANGERS           |    | 3.99      |
|            |      |                                        | BAKING SODA & DISH SOAP    |    | 2.58      |
|            |      |                                        | PHONE CASE - L. DUNHAM     |    | 11.58     |
|            |      |                                        | SEWER DEPT TRUCK WASH      |    | 7.50      |
|            |      |                                        | SEWER DEPT TRUCK WASH      |    | 4.00      |
|            |      |                                        | BATTERIES & GLOVES         |    | 8.66      |
|            |      |                                        | SEWER DEPT CELL PHONES     |    | 653.41    |
|            |      | AT&T MOBILITY-CELLS                    | SEWER JANITORIAL SERV      |    | 267.67    |
|            |      | TRACEY OLIVER DBA KEEPING CONDOS CLEAN | MILEAGE REIMB 2/28-3/7/18  |    | 117.72    |
|            |      | EARP, NATHAN                           | American Fidelity          |    | 13.85     |
|            |      | AMERICAN FIDELITY ASSURANCE COMPANY    | American Fidelity          |    | 13.85     |
|            |      |                                        | Flexible Spending Accts -  |    | 3.54      |
|            |      | AMERICAN FIDELITY ASSURANCE CO FLEX AC | Flexible Spending Accts -  |    | 3.54      |
|            |      | AMEREN MISSOURI                        | GRINDER PUMPS & LIFT STATI |    | 2,491.22  |
|            |      |                                        | 4631 WINDSOR 1/15-2/13/18  |    | 11.24     |
|            |      |                                        | 5757 CHAPEL 1/16-2/14/18   |    | 13.10     |
|            |      |                                        | PW MTR 1/16-2/14/18        |    | 260.51    |
|            |      |                                        | 1089 OB RD 1/15-2/13/18    |    | 11.59     |
|            |      |                                        | 1075 RUNABOUT 1/28-2/26/18 |    | 18.67     |
|            |      |                                        | 5707 OB PKWY 1/15-2/13/18  |    | 12.56     |
|            |      |                                        | GRINDER PUMPS & LIFT STATI |    | 2,291.86  |
|            |      |                                        | GRINDER PUMPS & LIFT STATI |    | 4,907.76  |
|            |      | HSA BANK                               | HSA Contribution           |    | 49.87     |
|            |      |                                        | HSA Family/Dep. Contributi |    | 476.24    |
|            |      | BRUEWER, ROB                           | MILEAGE REIMB 2/21-2/27/18 |    | 104.64    |
|            |      | PRINCIPAL LIFE INSURANCE COMPANY       | Group Dependent Life Ins   |    | 9.66      |
|            |      |                                        | Group Dependent Life Ins   |    | 9.68      |
|            |      |                                        | Group Life Ins and Buy Up  |    | 26.40     |
|            |      |                                        | Group Life Ins and Buy Up  |    | 26.40     |
|            |      |                                        | Group Life Ins and Buy Up  |    | 11.43     |
|            |      |                                        | Group Life Ins and Buy Up  |    | 11.43     |
|            |      |                                        | Short Term Disability Ins  |    | 34.94     |
|            |      |                                        | Short Term Disability Ins  |    | 34.96     |
|            |      |                                        | Short Term Disabiilty Ins  |    | 18.38     |
|            |      |                                        | Short Term Disabiilty Ins  |    | 18.38     |
|            |      |                                        | TOTAL:                     |    | 21,610.39 |

| DEPARTMENT       | FUND           | VENDOR NAME                           | DESCRIPTION                | 22 | AMOUNT_  |
|------------------|----------------|---------------------------------------|----------------------------|----|----------|
| NON-DEPARTMENTAL | Ambulance Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 38.01    |
|                  |                |                                       | Dental Insurance Premiums  |    | 38.01    |
|                  |                |                                       | Health Insurance Contribut |    | 36.44    |
|                  |                |                                       | Health Insurance Contribut |    | 36.44    |
|                  |                |                                       | Health Insurance Contribut |    | 27.83    |
|                  |                |                                       | Health Insurance Contribut |    | 27.83    |
|                  |                |                                       | Vision Insurance Contribut |    | 5.38     |
|                  |                |                                       | Vision Insurance Contribut |    | 5.38     |
|                  |                |                                       | Vision Insurance Contribut |    | 3.76     |
|                  |                |                                       | Vision Insurance Contribut |    | 3.76     |
|                  |                |                                       | Vision Insurance Contribut |    | 7.54     |
|                  |                |                                       | Vision Insurance Contribut |    | 7.54     |
|                  |                | MO DEPT OF REVENUE                    | State Withholding          |    | 363.00   |
|                  |                | INTERNAL REVENUE SERVICE              | Fed WH                     |    | 810.86   |
|                  |                |                                       | FICA                       |    | 719.37   |
|                  |                |                                       | Medicare                   |    | 168.24   |
|                  |                | ICMA                                  | Retirment 457 &            |    | 64.59    |
|                  |                |                                       | Retirement 457             |    | 15.00    |
|                  |                |                                       | Loan Repayments            |    | 122.24   |
|                  |                | AMERICAN FIDELITY ASSURANCE COMPANY   | American Fidelity          |    | 70.00    |
|                  |                |                                       | American Fidelity          |    | 70.00    |
|                  |                |                                       | Amerian Fidelity           |    | 54.48    |
|                  |                |                                       | Amerian Fidelity           |    | 54.48    |
|                  |                | LACLEDE COUNTY CIRCUIT CLERK          | Case No. #11LA-AC00632     |    | 89.60    |
|                  |                |                                       | Case No,. 14LA-AC00228     |    | 80.64    |
|                  |                | HSA BANK                              | HSA Family/Dep. Contributi |    | 125.00   |
|                  |                | ONE TIME VENDOR AETNA                 | AETNA:AMBULANCE REFUND     |    | 66.32    |
|                  |                |                                       | TOTAL:                     |    | 3,111.74 |
| Ambulance        | Ambulance Fund | MIDWEST PUBLIC RISK                   | Dental Insurance Premiums  |    | 89.31    |
|                  |                |                                       | Dental Insurance Premiums  |    | 89.31    |
|                  |                |                                       | Dental Insurance Premium   |    | 34.16    |
|                  |                |                                       | Dental Insurance Premium   |    | 34.16    |
|                  |                |                                       | Health Insurance Contribut |    | 402.60   |
|                  |                |                                       | Health Insurance Contribut |    | 402.60   |
|                  |                |                                       | Health Insurance Contribut |    | 529.17   |
|                  |                |                                       | Health Insurance Contribut |    | 529.17   |
|                  |                |                                       | Health Insurance Contribut |    | 451.76   |
|                  |                |                                       | Health Insurance Contribut |    | 451.76   |
|                  |                |                                       | Vision Insurance Contribut |    | 5.39     |
|                  |                |                                       | Vision Insurance Contribut |    | 5.39     |
|                  |                |                                       | Vision Insurance Contribut |    | 3.78     |
|                  |                |                                       | Vision Insurance Contribut |    | 3.78     |
|                  |                |                                       | Vision Insurance Contribut |    | 7.54     |
|                  |                |                                       | Vision Insurance Contribut |    | 7.54     |
|                  |                | WALMART COMMUNITY/GEGRB               | LAUNDRY SUPPLIES, DISH SOA |    | 35.21    |
|                  |                | INTERNAL REVENUE SERVICE              | FICA                       |    | 719.37   |
|                  |                |                                       | Medicare                   |    | 168.24   |
|                  |                | ICMA                                  | Retirement 401             |    | 570.54   |
|                  |                | CHARTER COMMUNICATIONS HOLDING CO LLC | SERV 3/1-3/31/18           |    | 25.54    |
|                  |                | AT&T MOBILITY-CELLS                   | AMB DEPT CELL PHONES       |    | 81.50    |
|                  |                | AMBULANCE REIMBURSEMENT SYSTEMS INC   | FEB AMBULANCE REIMBURSEMEN |    | 1,731.84 |
|                  |                | AMERICAN FIDELITY ASSURANCE COMPANY   | Amerian Fidelity           |    | 10.42    |
|                  |                |                                       | Amerian Fidelity           |    | 10.42    |
|                  |                | HSA BANK                              | HSA Contribution           |    | 75.00    |
|                  |                |                                       | HSA Family/Dep. Contributi |    | 150.00   |

| DEPARTMENT          | FUND               | VENDOR NAME                         | DESCRIPTION                | 23 | AMOUNT_  |
|---------------------|--------------------|-------------------------------------|----------------------------|----|----------|
|                     |                    | PRINCIPAL LIFE INSURANCE COMPANY    | Group Dependent Life Ins   |    | 6.42     |
|                     |                    |                                     | Group Dependent Life Ins   |    | 6.42     |
|                     |                    |                                     | Group Life Ins and Buy Up  |    | 18.90    |
|                     |                    |                                     | Group Life Ins and Buy Up  |    | 18.90    |
|                     |                    |                                     | Group Life Ins and Buy Up  |    | 3.97     |
|                     |                    |                                     | Group Life Ins and Buy Up  |    | 3.97     |
|                     |                    |                                     | Short Term Disability Ins  |    | 23.20    |
|                     |                    |                                     | Short Term Disability Ins  |    | 23.20    |
|                     |                    |                                     | Short Term Disabilty Ins   |    | 9.24     |
|                     |                    |                                     | Short Term Disabilty Ins   |    | 9.24     |
|                     |                    |                                     | TOTAL:                     |    | 6,748.96 |
| NON-DEPARTMENTAL    | Lee C. Fine Airpor | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  |    | 20.27    |
|                     |                    |                                     | Dental Insurance Premiums  |    | 20.27    |
|                     |                    |                                     | Health Insurance Contribut |    | 36.44    |
|                     |                    |                                     | Health Insurance Contribut |    | 36.44    |
|                     |                    |                                     | Health Insurance Contribut |    | 16.70    |
|                     |                    |                                     | Health Insurance Contribut |    | 16.70    |
|                     |                    |                                     | Vision Insurance Contribut |    | 13.99    |
|                     |                    |                                     | Vision Insurance Contribut |    | 13.99    |
|                     |                    |                                     | Vision Insurance Contribut |    | 1.88     |
|                     |                    |                                     | Vision Insurance Contribut |    | 1.88     |
|                     |                    | MO DEPT OF REVENUE                  | State Withholding          |    | 78.00    |
|                     |                    | INTERNAL REVENUE SERVICE            | Fed WH                     |    | 166.45   |
|                     |                    |                                     | FICA                       |    | 268.25   |
|                     |                    |                                     | Medicare                   |    | 62.74    |
|                     |                    | ICMA                                | Retirement 457             |    | 89.00    |
|                     |                    |                                     | Loan Repayments            |    | 38.55    |
|                     |                    | AMERICAN FIDELITY ASSURANCE COMPANY | American Fidelity          |    | 30.77    |
|                     |                    |                                     | American Fidelity          |    | 30.77    |
|                     |                    |                                     | Amerian Fidelity           |    | 20.57    |
|                     |                    |                                     | Amerian Fidelity           |    | 20.57    |
|                     |                    | TEXAS LIFE INSURANCE CO             | Texas Life After Tax       |    | 7.88     |
|                     |                    |                                     | Texas Life After Tax       |    | 7.88     |
|                     |                    |                                     | TOTAL:                     |    | 999.99   |
| Lee C. Fine Airport | Lee C. Fine Airpor | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  |    | 47.63    |
|                     |                    |                                     | Dental Insurance Premiums  |    | 47.63    |
|                     |                    |                                     | Dental Insurance Premium   |    | 17.08    |
|                     |                    |                                     | Dental Insurance Premium   |    | 17.08    |
|                     |                    |                                     | Health Insurance Contribut |    | 201.30   |
|                     |                    |                                     | Health Insurance Contribut |    | 201.30   |
|                     |                    |                                     | Health Insurance Contribut |    | 529.17   |
|                     |                    |                                     | Health Insurance Contribut |    | 529.17   |
|                     |                    |                                     | Health Insurance Contribut |    | 271.06   |
|                     |                    |                                     | Health Insurance Contribut |    | 271.06   |
|                     |                    |                                     | Vision Insurance Contribut |    | 14.01    |
|                     |                    |                                     | Vision Insurance Contribut |    | 14.01    |
|                     |                    |                                     | Vision Insurance Contribut |    | 1.89     |
|                     |                    |                                     | Vision Insurance Contribut |    | 1.89     |
|                     |                    | ALLIED SERVICES LLC                 | TRASH SERV 9/1-10/31/17    |    | 34.38    |
|                     |                    | AMEREN MISSOURI                     | STATE PARK LOCLER 1/29-2/2 |    | 37.52    |
|                     |                    |                                     | LCF FIREHOUSE 1/29-2/28/18 |    | 239.12   |
|                     |                    | INTERNAL REVENUE SERVICE            | FICA                       |    | 268.25   |
|                     |                    |                                     | Medicare                   |    | 62.74    |
|                     |                    | ICMA                                | Retirement 401             |    | 243.10   |

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| DEPARTMENT           | FUND               | VENDOR NAME                         | DESCRIPTION                | AMOUNT_  |
|----------------------|--------------------|-------------------------------------|----------------------------|----------|
|                      |                    | DISH NETWORK                        | SERV 3/1-3/28/18           | 89.03    |
|                      |                    | AMERICAN FIDELITY ASSURANCE COMPANY | American Fidelity          | 10.42    |
|                      |                    |                                     | American Fidelity          | 10.42    |
|                      |                    | HSA BANK                            | HSA Contribution           | 37.50    |
|                      |                    |                                     | HSA Family/Dep. Contributi | 120.00   |
|                      |                    | PRINCIPAL LIFE INSURANCE COMPANY    | Group Dependent Life Ins   | 2.78     |
|                      |                    |                                     | Group Dependent Life Ins   | 2.78     |
|                      |                    |                                     | Group Life Ins and Buy Up  | 7.56     |
|                      |                    |                                     | Group Life Ins and Buy Up  | 7.56     |
|                      |                    |                                     | Group Life Ins and Buy Up  | 7.27     |
|                      |                    |                                     | Group Life Ins and Buy Up  | 7.27     |
|                      |                    |                                     | Short Term Disability Ins  | 9.28     |
|                      |                    |                                     | Short Term Disability Ins  | 9.28     |
|                      |                    |                                     | Short Term Disabiilty Ins  | 8.57     |
|                      |                    |                                     | Short Term Disabiilty Ins  | 8.57     |
|                      |                    |                                     | TOTAL:                     | 3,387.68 |
| NON-DEPARTMENTAL     | Grand Glaize Airpo | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  | 30.41    |
|                      |                    |                                     | Dental Insurance Premiums  | 30.41    |
|                      |                    |                                     | Health Insurance Contribut | 66.79    |
|                      |                    |                                     | Health Insurance Contribut | 66.79    |
|                      |                    |                                     | Vision Insurance Contribut | 2.15     |
|                      |                    |                                     | Vision Insurance Contribut | 2.15     |
|                      |                    |                                     | Vision Insurance Contribut | 7.54     |
|                      |                    |                                     | Vision Insurance Contribut | 7.54     |
|                      |                    | MO DEPT OF REVENUE                  | State Withholding          | 73.00    |
|                      |                    | INTERNAL REVENUE SERVICE            | Fed WH                     | 134.01   |
|                      |                    |                                     | FICA                       | 180.56   |
|                      |                    |                                     | Medicare                   | 42.23    |
|                      |                    | ICMA                                | Retirement 457             | 30.00    |
|                      |                    | AMERICAN FIDELITY ASSURANCE COMPANY | American Fidelity          | 28.15    |
|                      |                    |                                     | American Fidelity          | 28.15    |
|                      |                    |                                     | Amerian Fidelity           | 13.71    |
|                      |                    |                                     | Amerian Fidelity           | 13.71    |
|                      |                    |                                     | TOTAL:                     | 757.30   |
| Grand Glaize Airport | Grand Glaize Airpo | CITY OF OSAGE BEACH                 | SERV 1/22-2/21/18          | 51.71    |
|                      |                    | MIDWEST PUBLIC RISK                 | Dental Insurance Premiums  | 71.45    |
|                      |                    |                                     | Dental Insurance Premiums  | 71.45    |
|                      |                    |                                     | Dental Insurance Premium   | 17.08    |
|                      |                    |                                     | Dental Insurance Premium   | 17.08    |
|                      |                    |                                     | Health Insurance Contribut | 1,084.22 |
|                      |                    |                                     | Health Insurance Contribut | 1,084.22 |
|                      |                    |                                     | Vision Insurance Contribut | 2.16     |
|                      |                    |                                     | Vision Insurance Contribut | 2.16     |
|                      |                    |                                     | Vision Insurance Contribut | 7.54     |
|                      |                    |                                     | Vision Insurance Contribut | 7.54     |
|                      |                    | WALMART COMMUNITY/GEGRB             | VEHICLE SUPPLIES           | 9.94     |
|                      |                    | ALLIED SERVICES LLC                 | TRASH SERV 9/1-10/31/17    | 34.38    |
|                      |                    | AMEREN MISSOURI                     | GG AP HANGAR 1/29-2/27/18  | 28.49    |
|                      |                    |                                     | AP RD TBLC EXT D 1/29-2/27 | 362.64   |
|                      |                    |                                     | GG AP SHOP 1/29-2/27/18    | 49.02    |
|                      |                    |                                     | GG AP 1/29-2/27/18         | 12.74    |
|                      |                    |                                     | GG AP TBLC EXT D 1/29-2/27 | 20.09    |
|                      |                    |                                     | GG AP HANGAR 1/29-2/27/18  | 18.40    |
|                      |                    |                                     | GG AP SLEEPY 1/29-2/27/18  | 16.47    |

| DEPARTMENT | FUND | VENDOR NAME                      | DESCRIPTION                | 25 | AMOUNT_  |
|------------|------|----------------------------------|----------------------------|----|----------|
|            |      | INTERNAL REVENUE SERVICE         | FICA                       |    | 180.56   |
|            |      |                                  | Medicare                   |    | 42.23    |
|            |      | ICMA                             | Retirement 401             |    | 178.67   |
|            |      | HSA BANK                         | HSA Family/Dep. Contributi |    | 180.00   |
|            |      | PRINCIPAL LIFE INSURANCE COMPANY | Group Dependent Life Ins   |    | 2.57     |
|            |      |                                  | Group Dependent Life Ins   |    | 2.57     |
|            |      |                                  | Group Life Ins and Buy Up  |    | 7.56     |
|            |      |                                  | Group Life Ins and Buy Up  |    | 7.56     |
|            |      |                                  | Group Life Ins and Buy Up  |    | 1.97     |
|            |      |                                  | Group Life Ins and Buy Up  |    | 1.97     |
|            |      |                                  | Short Term Disability Ins  |    | 8.12     |
|            |      |                                  | Short Term Disability Ins  |    | 8.12     |
|            |      |                                  | Short Term Disabiilty Ins  |    | 4.28     |
|            |      |                                  | Short Term Disabiilty Ins  |    | 4.28     |
|            |      |                                  | TOTAL:                     |    | 3,599.24 |

## ===== FUND TOTALS =====

|    |                           |            |
|----|---------------------------|------------|
| 10 | General Fund              | 117,340.08 |
| 20 | Transportation            | 15,552.37  |
| 30 | Water Fund                | 14,353.47  |
| 35 | Sewer Fund                | 26,451.44  |
| 40 | Ambulance Fund            | 9,860.70   |
| 45 | Lee C. Fine Airport Fund  | 4,387.67   |
| 47 | Grand Glaize Airport Fund | 4,356.54   |

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GRAND TOTAL: 192,302.27  
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| DEPARTMENT           | FUND         | VENDOR NAME                            | DESCRIPTION                | 26     | AMOUNT   |
|----------------------|--------------|----------------------------------------|----------------------------|--------|----------|
| Mayor & Board        | General Fund | LAKE AREA CHAMBER OF COMMERCE          | J. OLIVARRI & R. ROSS      |        | 30.00    |
|                      |              | LAKE OF THE OZARKS CONVENTION & VISITO | ANNUAL CVB DINNER          |        | 210.00   |
|                      |              | BANKCARD SERV 7564                     | LODGING MML CONF-J. OLIVAR |        | 112.35   |
|                      |              |                                        | LODG REBAT MML CONF-J.OLIV |        | 4.49     |
|                      |              | BANKCARD SERV 7663                     | MEMORIAL FLOWERS-D.STOLLER |        | 63.74    |
|                      |              | BANKCARD SERV 0833                     | FLOWERS FOR S. FORD        |        | 48.93    |
|                      |              | TOTAL:                                 |                            | 460.53 |          |
| City Administrator   | General Fund | LAKE AREA CHAMBER OF COMMERCE          | J. WOODS & M. WELTY        |        | 30.00    |
|                      |              | LAKE OF THE OZARKS CONVENTION & VISITO | ANNUAL CVB DINNER          |        | 70.00    |
|                      |              | BANKCARD SERV 7564                     | DONUTS & JUICE-STAFF MEETI |        | 22.27    |
|                      |              |                                        | WORKING LUNCH              |        | 36.51    |
|                      |              |                                        | PARTNERS IN GOV 2018-J. WO |        | 75.00    |
|                      |              | MO MUNICIPAL LEAGUE                    | WORKPLACE BULLYING WEBINAR |        | 10.00    |
|                      |              | TOTAL:                                 |                            | 243.78 |          |
| City Clerk           | General Fund | LAKE OF THE OZARKS CONVENTION & VISITO | ANNUAL CVB DINNER          |        | 70.00    |
|                      |              | LAKE REGIONAL HEALTH SYSTEM            | CPR/AED TRAINING           |        | 40.00    |
|                      |              | STAPLES BUSINESS ADVANTAGE             | FOLDERS                    |        | 91.90    |
|                      |              |                                        | WITEOUT & PLANNER          |        | 22.29    |
|                      |              | AMAZON CAPITAL SERVICES INC            | CALCULATOR INK ROLLER      |        | 7.88     |
|                      |              | TOTAL:                                 |                            | 232.07 |          |
| City Treasurer       | General Fund | BANKCARD SERV 0857                     | LODGING INCODE TRNG-A. WHI |        | 201.14   |
|                      |              | GOVERNMENT FINANCE OFFICERS ASSOCIATIO | MBRSHP RNWL 4/18-3/19-K.BE |        | 160.00   |
|                      |              | STAPLES BUSINESS ADVANTAGE             | TONER & PEN REFILLS        |        | 36.32    |
|                      |              | AMAZON CAPITAL SERVICES INC            | CALCULATOR INK ROLLER      |        | 7.88     |
|                      |              | TOTAL:                                 |                            | 405.34 |          |
| City Attorney        | General Fund | THOMSON REUTERS - WEST                 | FEB INFORMATION CHARGES    |        | 330.00   |
|                      |              |                                        | TOTAL:                     |        | 330.00   |
| Building Inspection  | General Fund | LAKE REGIONAL HEALTH SYSTEM            | CPR/AED TRAINING           |        | 20.00    |
|                      |              | STAPLES BUSINESS ADVANTAGE             | STAMP                      |        | 14.86    |
|                      |              |                                        | TOTAL:                     |        | 34.86    |
| Building Maintenance | General Fund | ELECTRONICS UNLIMITED                  | MOVE EXT 284 & 306         |        | 105.00   |
|                      |              | AMERICAN STAMP & MARKING PRODUCTS INC  | NAME PLATES                |        | 181.57   |
|                      |              | PRAIRIEFIRE COFFEE & ROASTERS          | CH WATER COOLER RENTAL     |        | 38.51    |
|                      |              |                                        | COFFEE & SWEETNER          |        | 82.90    |
|                      |              | RANDALL E CLARK DBA CLARK PLUMBING REP | REPLACE FAUCET AND SUPPLY  |        | 230.00   |
|                      |              | AB PEST CONTROL INC                    | CH PEST CONTROL            |        | 75.00    |
|                      |              | GEO-ENTERPRISES, INC                   | REPAIR TO DISPATCH         |        | 266.00   |
|                      |              | BANKCARD SERV 7663                     | DOG WASTE BAGS             |        | 98.37    |
|                      |              |                                        | HEAVY DUTY DOOR CLOSER     |        | 274.00   |
|                      |              |                                        | HEAVY DUTY DOOR CLOSER     |        | 274.00   |
|                      |              | BEISHIR LOCK & SECURITY                | REPAIR DOOR LOCKS          |        | 490.00   |
|                      |              |                                        | CITY HALL ENTRY LOCKS      |        | 2,495.03 |
|                      |              | STAPLES BUSINESS ADVANTAGE             | COAT HOOKS                 |        | 27.44    |
|                      |              |                                        | URINAL SCREENS             |        | 40.14    |
|                      |              |                                        | CHAIRMAT                   |        | 146.35   |
|                      |              | CROWN LINEN SERVICE INC                | CH FLOOR MATS              |        | 29.79    |
|                      |              | GOLD MECHANICAL INC                    | FLUID COOLER               |        | 2,349.00 |
|                      |              | MIDWEST OFFICE SUPPLY INC              | TABLE GLIDES               |        | 62.20    |
|                      |              |                                        | TOTAL:                     |        | 7,265.30 |

| DEPARTMENT      | FUND         | VENDOR NAME                                                                                                                                                              | DESCRIPTION                                                                                                                                                                                                                                                                                                        | 27 | AMOUNT_                                                                                                  |
|-----------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------|
| Parks           | General Fund | OZARKS COCA-COLA/DR PEPPER BOTTLING CO<br>EZARDS                                                                                                                         | CONCESSION SUPPLIES<br>SUPPLIES FOR PARK RESTROOM<br>SPRAY PAINT                                                                                                                                                                                                                                                   |    | 82.04<br>2.39<br>3.99                                                                                    |
|                 |              | ADVANCED TURF SOLUTIONS INC                                                                                                                                              | WINTER FERTILIZER FOR SOCC<br>FIELD SPRAYER CLEANERS<br>FIELD PAINT                                                                                                                                                                                                                                                |    | 130.00<br>47.75<br>397.40                                                                                |
|                 |              | PLUMB SUPPLY CO                                                                                                                                                          | MIRRORS FOR PARK RESTROOM<br>SUPPLIES FOR PARK RESTROOM<br>SUPPLIES FOR PARK RESTROOM<br>PARTS FOR PARK RESTROOM<br>PARTS FOR PARK RESTROOM<br>PARTS FOR PARK RESTROOM<br>PARTS FOR PARK RESTROOM<br>PARTS FOR PARK RESTROOM                                                                                       |    | 741.82<br>98.98<br>48.96<br>36.96<br>11.99<br>255.73<br>35.28                                            |
|                 |              | SYSKO KANSAS CITY INC<br>TALLMAN COMPANY                                                                                                                                 | TOILET PAPER DISPENSERS<br>PARTS FOR PARK RESTROOM<br>FLUSH VALVE FOR PARK RESTR<br>FLUSH VALVE FOR PARK RESTR<br>SUPPLIES<br>FROG TAPE<br>MARKING PAINT                                                                                                                                                           |    | 212.81<br>142.98<br>87.75<br>87.75<br>19.98<br>17.66<br>46.74                                            |
|                 |              | O'REILLY AUTOMOTIVE STORES INC<br>SHERWIN-WILLIAMS                                                                                                                       |                                                                                                                                                                                                                                                                                                                    |    | 63.90<br>272.25                                                                                          |
|                 |              | PRECISION AUTO & TIRE SERVICE LLC                                                                                                                                        | OIL CHANGE TIRE ROTATE-P1<br>OIL CHANGE & ABS SENSOR-P2                                                                                                                                                                                                                                                            |    | 29.00<br>98.28<br>1.78<br>4.92<br>197.95<br>31.22<br>26.74<br>21.49<br>98.37<br>211.67<br>39.80<br>24.23 |
|                 |              | BANKCARD SERV 7663                                                                                                                                                       | PARK BATHROOM STALL REPAIR<br>PARK POS EQUIPMENT<br>PARK POS EQUIPMENT<br>PARK POS EQUIPMENT<br>PARK POS EQUIPMENT<br>PARK RESTROOM REPAIR<br>PLOW CONTROLLER MOUNT BRCK<br>SCREWS FOR PARK RESTROOM<br>DOG WASTE BAGS<br>BABY CHANGING STATION<br>AMERICAN FLAG<br>PARK IT ROOM KEYS<br>PARK PLAYGROUND EQUIPMENT |    | 5,374.29                                                                                                 |
|                 |              |                                                                                                                                                                          | TOTAL:                                                                                                                                                                                                                                                                                                             |    | 9,004.85                                                                                                 |
| Human Resources | General Fund | MO VOCATIONAL ENTERPRISES<br>WOODS SUPER MARKETS INC 2068                                                                                                                | RETIREMENT PLAQUE-T. PEDRO<br>CHILI COOK OFF                                                                                                                                                                                                                                                                       |    | 35.50<br>29.30                                                                                           |
|                 |              |                                                                                                                                                                          | TOTAL:                                                                                                                                                                                                                                                                                                             |    | 64.80                                                                                                    |
| Overhead        | General Fund | XEROX CORPORATION<br>PITNEY BOWES GLOBAL<br>PRECISION AUTO & TIRE SERVICE LLC<br>WILLIAMS KEEPERS LLC<br>LOCKTON COMPANIES LLC<br>PITNEY BOWES BANK INC DBA PITNEY BOWES | FEB BASE & PRINT CHARGES<br>LEASE 12/30/17-3/29/18<br>OB-1<br>2017 AUDIT BILLING #2<br>PUBLIC OFFICIAL BOND<br>GENERAL FUND POSTAGE RESER                                                                                                                                                                          |    | 353.43<br>403.62<br>304.87<br>1,159.00<br>290.00<br>630.00                                               |
|                 |              |                                                                                                                                                                          | TOTAL:                                                                                                                                                                                                                                                                                                             |    | 3,140.92                                                                                                 |
| Police          | General Fund | EZARDS<br>APPLIED CONCEPTS INC DBA STALKER RADAR<br>MO POLICE CHIEFS ASSC<br>MO VOCATIONAL ENTERPRISES<br>SIRCHIE ACQUISITION COMPANY LLC DBA SI<br>LEON UNIFORM CO INC  | BULBS FOR PORTABLE FLOOD L<br>STALKER DUAL DSR RADAR UNI<br>RECORDS TRAINING-A. CUNNIN<br>SAFETY VESTS<br>EVIDENCE TAPE<br>UNIFORMS - C. HELMERICHS<br>EMS SHIRT                                                                                                                                                   |    | 25.97<br>5,789.32<br>100.00<br>333.00<br>59.50<br>888.00<br>96.25                                        |

| DEPARTMENT             | FUND           | VENDOR NAME                            | DESCRIPTION                | 28 | AMOUNT_   |
|------------------------|----------------|----------------------------------------|----------------------------|----|-----------|
|                        |                |                                        | UNIFORMS-M. O'DAY          |    | 70.50     |
|                        |                | LAKE REGIONAL HEALTH SYSTEM            | CPR/AED TRAINING           |    | 368.00    |
|                        |                | DALE DISTLER DBA                       | REPLACE SIREN SPEAKER CAR  |    | 115.00    |
|                        |                | NARTEC INC                             | METH & COCAINE TEST AMPULE |    | 243.98    |
|                        |                | ULINE                                  | EVIDENCE SUPPLIES          |    | 145.23    |
|                        |                | HEDRICK MOTIV WERKS LLC                | CAR INSPECT FOR SMELL - PD |    | 30.00     |
|                        |                |                                        | OIL CHG & REPLACE ENG MNT- |    | 183.53    |
|                        |                |                                        | NEW BATTERY - PD 21        |    | 175.41    |
|                        |                |                                        | OIL CHG & TIRE ROTATE-PD 3 |    | 75.90     |
|                        |                |                                        | SPOT LT BULB & BRK PADS-PD |    | 155.46    |
|                        |                |                                        | OIL CHG & NEW BATTERY-PD 3 |    | 69.38     |
|                        |                |                                        | OIL CHANGE & TIRE ROTATE-P |    | 65.00     |
|                        |                | OSAGE ANIMAL HOSPITAL                  | COMPOSURE, BOARDING & BATH |    | 215.88    |
|                        |                | BANKCARD SERV 0833                     | TRANSUNION                 |    | 54.20     |
|                        |                |                                        | NEWS & ON CAMERA TRAINING  |    | 295.00    |
|                        |                |                                        | MPSC BANQUET TICKETS       |    | 160.00    |
|                        |                |                                        | KWIK KAR MONTHLY WASH      |    | 26.00     |
|                        |                |                                        | TRANSUNION                 |    | 35.90     |
|                        |                | STAPLES BUSINESS ADVANTAGE             | CHAIRMAT, WIRELESS MOUSE   |    | 62.67     |
|                        |                | ARROWHEAD SCIENTIFIC INC               | EVIDENCE LABELS            |    | 73.70     |
|                        |                | EVOLUTION DESIGN SYSTEMS, INC          | CUSTOM BADGE REELS         |    | 245.36    |
|                        |                |                                        | TOTAL:                     |    | 10,158.14 |
| 911 Center             | General Fund   | WIRELESS USA INC                       | MAR SERVICE CONTRACT       |    | 225.00    |
|                        |                | LAKE REGIONAL HEALTH SYSTEM            | CPR/AED TRAINING           |    | 100.00    |
|                        |                | WEST SAFETY SOLUTIONS CORP             | V-VAAS MONTHLY FEE 3/3-4/2 |    | 3,525.00  |
|                        |                |                                        | TOTAL:                     |    | 3,850.00  |
| Planning               | General Fund   | LAKE SUN LEADER 81525 & 1586450        | P.H. FLOODPLAIN MANGMNT OR |    | 40.50     |
|                        |                |                                        | TOTAL:                     |    | 40.50     |
| Information Technology | General Fund   | TYLER TECHNOLOGIES INC                 | WORK ORDER MAINT 4/2018-3/ |    | 1,462.26  |
|                        |                | BANKCARD SERV 7564                     | TOUCH SCREEN-PARK POS      |    | 296.98    |
|                        |                |                                        | 3 NEW PCS-PARK,GG,LCF      |    | 487.50    |
|                        |                | AOS, LLC                               | FEBRUARY DOMAIN MIGRATION  |    | 35,155.00 |
|                        |                | MSHP-CRIMINAL RECORDS FUND             | JAN CRIMINAL RECORD SEARCH |    | 32.00     |
|                        |                | AMAZON CAPITAL SERVICES INC            | NEW PC FOR IT STAFF        |    | 1,049.00  |
|                        |                |                                        | TOTAL:                     |    | 38,482.74 |
| Emergency Management   | General Fund   | OUTDOOR WARNING CONSULTING LLC         | WHELEN WPS2909 WARNING SIR |    | 1,631.00  |
|                        |                |                                        | WHELEN WPS2909 WARNING SIR |    | 4,800.00  |
|                        |                | AB PEST CONTROL INC                    | PEST CONTROL FOR STORM SIR |    | 225.00    |
|                        |                |                                        | TOTAL:                     |    | 6,656.00  |
| Economic Development   | General Fund   | BANKCARD SERV 7564                     | LODGING MEDC-J.OLIVARRI    |    | 121.98    |
|                        |                |                                        | LODGING MEDC-J. WOODS      |    | 121.98    |
|                        |                |                                        | LOREDC MEETING LUNCH       |    | 14.12     |
|                        |                | VACATION NEWS                          | FEB CALENDAR BILLING       |    | 300.00    |
|                        |                | JOLT LIGHTING LLC                      | SINGING REINDEER HOLIDAY L |    | 2,499.00  |
|                        |                |                                        | TOTAL:                     |    | 3,057.08  |
| Transportation         | Transportation | EZARDS                                 | SMALL TOOLS                |    | 9.95      |
|                        |                |                                        | HARDWARE TO FIX MAILBOX    |    | 4.13      |
|                        |                | PURCELL TIRE & RUBBER CO               | TIRE FOR TRAILER T10       |    | 94.13     |
|                        |                | SCHEPPERS INTERNATIONAL TRUCK CENTER I | AIR & FUEL FILTERS-TRUCK 6 |    | 267.84    |
|                        |                | XEROX CORPORATION                      | JAN BASE & PRINT CHARGES   |    | 53.13     |

| DEPARTMENT | FUND       | VENDOR NAME                            | DESCRIPTION                                            | 29 | AMOUNT_   |
|------------|------------|----------------------------------------|--------------------------------------------------------|----|-----------|
|            |            | FASTENCO INC                           | BACKHOE PARTS                                          |    | 88.53     |
|            |            | ARAMARK UNIFORM & CAREER APPAREL GROUP | TRANS DEPT UNIFORMS                                    |    | 45.59     |
|            |            |                                        | TRANS DEPT FLOOR MATS                                  |    | 9.26      |
|            |            |                                        | TRANS DEPT UNIFORMS                                    |    | 118.43    |
|            |            |                                        | TRANS DEPT FLOOR MATS                                  |    | 9.26      |
|            |            |                                        | TRANS DEPT UNIFORMS                                    |    | 38.43     |
|            |            |                                        | TRANS DEPT FLOOR MATS                                  |    | 9.26      |
|            |            | KNAPHEIDE TRUCK INC                    | LED FLASHER FOR TRUCK 63                               |    | 46.55     |
|            |            | O'REILLY AUTOMOTIVE STORES INC         | FUSE KIT, DEICER, RAD FLUSH-CONNECTOR, LGT, CRIMPER-TR |    | 39.44     |
|            |            |                                        | CONNECTOR & SCREWDRIVER TR                             |    | 54.77     |
|            |            |                                        | ANTIFREEZE & TESTER-BACKHO                             |    | 12.48     |
|            |            |                                        | ANTIFREEZE FOR BACKHOE                                 |    | 46.96     |
|            |            |                                        | COFFEE & HOT COCOA                                     |    | 25.98     |
|            |            | PRAIRIEFIRE COFFEE & ROASTERS          | COFFEE & HOT COCOA                                     |    | 35.25     |
|            |            | FOLEY INDUSTRIES                       | TRACK LOADER RENTAL-CASE R                             |    | 2,678.63  |
|            |            | CAMDEN COUNTY FIRE & SAFETY            | SERVICE FIRE EXTINGUISHERS                             |    | 110.45    |
|            |            | CARROT-TOP IND INC                     | US & MISSOURI FLAGS                                    |    | 20.58     |
|            |            | CROWN POWER & EQUIPMENT                | GLASS-SKID STEER, PARTS-BAC                            |    | 521.00    |
|            |            |                                        | CHAIN FOR CHAINSAW                                     |    | 17.99     |
|            |            |                                        | TENSIONER FOR BACKHOE                                  |    | 196.00    |
|            |            | PRECISION AUTO & TIRE SERVICE LLC      | OIL CHANGE-TRUCK 2                                     |    | 21.30     |
|            |            | STAPLES BUSINESS ADVANTAGE             | PENS, FOLDER, CLIPS, MARKERS                           |    | 25.78     |
|            |            | PITNEY BOWES BANK INC DBA PITNEY BOWES | TRANS DEPT POSTAGE RESERVE                             |    | 20.00     |
|            |            | DELTA GASES, INC                       | FOR SHOP USE                                           |    | 75.00     |
|            |            | BARTLETT & WEST INC                    | OB-MACE RD IMPRVMTS 1/27-2                             |    | 10,331.28 |
|            |            | AMAZON CAPITAL SERVICES INC            | COPY PAPER                                             |    | 12.00     |
|            |            |                                        | TONER                                                  |    | 9.76      |
|            |            |                                        | IPAD SCREEN PROTECTOR                                  |    | 9.29      |
|            |            |                                        | TOTAL:                                                 |    | 15,058.43 |
| Water      | Water Fund | EZARDS                                 | FITTINGS FOR WELLS                                     |    | 8.28      |
|            |            |                                        | BUCKET FOR COLUMBIA WELL                               |    | 3.99      |
|            |            |                                        | TIE DOWN                                               |    | 7.99      |
|            |            |                                        | 2 GAL TANK SPRAYER                                     |    | 29.99     |
|            |            | MEEKS BUILDING CENTER                  | SAW BLADES                                             |    | 46.76     |
|            |            |                                        | BATTERY FOR METAL DETECTOR                             |    | 8.49      |
|            |            | XEROX CORPORATION                      | JAN BASE & PRINT CHARGES                               |    | 53.12     |
|            |            | ARAMARK UNIFORM & CAREER APPAREL GROUP | WATER DEPT UNIFORMS                                    |    | 35.80     |
|            |            |                                        | WATER DEPT FLOOR MATS                                  |    | 9.26      |
|            |            |                                        | WATER DEPT UNIFORMS                                    |    | 35.80     |
|            |            |                                        | WATER DEPT FLOOR MATS                                  |    | 9.26      |
|            |            |                                        | WATER DEPT UNIFORMS                                    |    | 35.80     |
|            |            |                                        | WATER DEPT FLOOR MATS                                  |    | 9.26      |
|            |            | HACH CO                                | ACCUVAC SNAPPER                                        |    | 18.39     |
|            |            |                                        | SHIPPING                                               |    | 55.41     |
|            |            |                                        | FLUORIDE                                               |    | 783.00    |
|            |            |                                        | FLUORIDE TESTER & DIONIZED                             |    | 97.04     |
|            |            | MO WATER & WASTEWATER CONFERENCE       | L. DUNHAM                                              |    | 35.00     |
|            |            |                                        | C. CARLSON                                             |    | 35.00     |
|            |            | MO ONE CALL SYSTEM INC                 | LOCATES                                                |    | 71.50     |
|            |            | O'REILLY AUTOMOTIVE STORES INC         | HYDROLIC FLUID & FUNNEL                                |    | 49.98     |
|            |            | POSTMASTER                             | POSTAGE FOR MARCH UTILITY                              |    | 415.00    |
|            |            | PRAIRIEFIRE COFFEE & ROASTERS          | COFFEE & HOT COCOA                                     |    | 35.25     |
|            |            | CAMDEN COUNTY FIRE & SAFETY            | SERVICE FIRE EXTINGUISHERS                             |    | 110.45    |
|            |            | CARROT-TOP IND INC                     | US & MISSOURI FLAGS                                    |    | 20.58     |
|            |            | CORE & MAIN LP                         | WATER REGULATORS                                       |    | 976.00    |

| DEPARTMENT | FUND       | VENDOR NAME                            | DESCRIPTION                  | 30 | AMOUNT_  |
|------------|------------|----------------------------------------|------------------------------|----|----------|
|            |            |                                        | INJECTION CORP ASSEMBLY      |    | 735.56   |
|            |            |                                        | PSI GAUGE FOR SWISS TOWER    |    | 102.00   |
|            |            |                                        | SETTER                       |    | 172.29   |
|            |            |                                        | REGULATORS                   |    | 732.00   |
|            |            |                                        | REBUILD KIT-PRESSURE REGUL   |    | 146.74   |
|            |            | PRECISION AUTO & TIRE SERVICE LLC      | OIL CHANGE-TRUCK 60          |    | 43.95    |
|            |            |                                        | OIL CHANGE TRUCK 56          |    | 201.71   |
|            |            |                                        | OIL CHANGE-TRUCK 2           |    | 21.30    |
|            |            | STAPLES BUSINESS ADVANTAGE             | PENS, FOLDER, CLIPS, MARKERS |    | 25.77    |
|            |            | PITNEY BOWES BANK INC DBA PITNEY BOWES | WATER DEPT POSTAGE RESERVE   |    | 170.00   |
|            |            | AMAZON CAPITAL SERVICES INC            | TABLE MOUNT FOR IPAD         |    | 21.47    |
|            |            |                                        | COPY PAPER                   |    | 11.99    |
|            |            |                                        | TONER                        |    | 9.77     |
|            |            |                                        | IPAD SCREEN PROTECTOR        |    | 9.29     |
|            |            |                                        | TOTAL:                       |    | 5,400.24 |
| Sewer      | Sewer Fund | EZARDS                                 | PARTS FOR 42 RV PARK         |    | 30.86    |
|            |            |                                        | PLASTIC TUBING FOR OIL TAN   |    | 4.80     |
|            |            |                                        | 2 CYCLE OIL                  |    | 9.99     |
|            |            |                                        | PRESSURE GAUGE               |    | 9.99     |
|            |            |                                        | PLUMBING PARTS               |    | 14.56    |
|            |            |                                        | PART FOR BANDANAS            |    | 16.98    |
|            |            | XEROX CORPORATION                      | JAN BASE & PRINT CHARGES     |    | 53.13    |
|            |            | AMOS SEPTIC SERVICE INC                | JET & VIDEO SEWER LINE       |    | 330.00   |
|            |            | RP LUMBER INC                          | CONCRETE FOR THRUST BLOCK    |    | 17.56    |
|            |            |                                        | CHAIN FOR STOCK              |    | 279.98   |
|            |            | FASTENAL CO                            | STOCK SCREWS                 |    | 19.18    |
|            |            |                                        | SAWZALL BLADES FOR STOCK     |    | 96.64    |
|            |            |                                        | PARTS FOR MOORINGS           |    | 82.20    |
|            |            |                                        | GLOVES                       |    | 6.03     |
|            |            |                                        | NUTS, BOLTS & WASHERS        |    | 72.18    |
|            |            |                                        | BOLTS                        |    | 1.02     |
|            |            |                                        | DRILL BITS                   |    | 36.26    |
|            |            |                                        | SUPPLIES FOR 42 RV PARK      |    | 79.92    |
|            |            | ARAMARK UNIFORM & CAREER APPAREL GROUP | SEWER DEPT UNIFORMS          |    | 57.28    |
|            |            |                                        | SEWER DEPT FLOOR MATS        |    | 9.26     |
|            |            |                                        | SEWER DEPT UNIFORMS          |    | 57.28    |
|            |            |                                        | SEWER DEPT FLOOR MATS        |    | 9.26     |
|            |            |                                        | SEWER DEPT UNIFORMS          |    | 57.28    |
|            |            |                                        | SEWER DEPT FLOOR MATS        |    | 9.26     |
|            |            | MO WATER & WASTEWATER CONFERENCE       | C. STARK                     |    | 35.00    |
|            |            |                                        | E. HIBDON                    |    | 35.00    |
|            |            | MO ONE CALL SYSTEM INC                 | LOCATES                      |    | 71.50    |
|            |            | L & B ELECTRONICS                      | 6' JUMPER                    |    | 30.00    |
|            |            | O'REILLY AUTOMOTIVE STORES INC         | OIL FOR SERVICE TRUCKS       |    | 77.88    |
|            |            |                                        | MOTOR OIL                    |    | 13.38    |
|            |            |                                        | BATTERIES FOR GENERATOR 29   |    | 210.98   |
|            |            |                                        | DEICER                       |    | 5.98     |
|            |            |                                        | HYDROLIC FLUID FOR EQUIPME   |    | 111.98   |
|            |            |                                        | FLOOR DRY                    |    | 25.96    |
|            |            | OZARK READY MIX CO INC                 | CONCRETE FOR 42 RV PARK      |    | 361.50   |
|            |            | CONSOLIDATED ELECTRICAL DISTR, INC     | PARTS FOR MOORINGS           |    | 22.06    |
|            |            |                                        | PARTS FOR MOORINGS           |    | 25.50    |
|            |            |                                        | REPLACEMENT BREAKER          |    | 145.68   |
|            |            |                                        | PARTS FOR 42 RV PARK         |    | 118.60   |
|            |            |                                        | ELECTRICAL PARTS             |    | 254.90   |

| DEPARTMENT          | FUND               | VENDOR NAME                            | DESCRIPTION                 | 31 | AMOUNT_   |
|---------------------|--------------------|----------------------------------------|-----------------------------|----|-----------|
|                     |                    |                                        | ADAPTOR                     |    | 0.46      |
|                     |                    |                                        | 2" PVC                      |    | 17.50     |
|                     |                    |                                        | 2-IN CALL COND SEAL         |    | 126.00    |
|                     |                    |                                        | ALT RELAYS                  |    | 1,755.00  |
|                     |                    |                                        | START CAPACITORS            |    | 2,912.50  |
|                     |                    | POSTMASTER                             | POSTAGE FOR MARCH UTILITY   |    | 415.00    |
|                     |                    | PRAIRIEFIRE COFFEE & ROASTERS          | PW COOLER RENTAL            |    | 35.00     |
|                     |                    |                                        | COFFEE & HOT COCOA          |    | 35.25     |
|                     |                    | BUTLER SUPPLY CO                       | PARTS FOR 42 RV PARK        |    | 56.38     |
|                     |                    |                                        | PARTS FOR 42 RV PARK        |    | 17.37     |
|                     |                    |                                        | PARTS FOR 42 RV PARK        |    | 27.00     |
|                     |                    |                                        | PULL ROPE FOR 42 RV PARK    |    | 80.46     |
|                     |                    |                                        | AMP METER                   |    | 102.34    |
|                     |                    | CAMDEN COUNTY FIRE & SAFETY            | SERVICE FIRE EXTINGUISHERS  |    | 110.45    |
|                     |                    | CARROT-TOP IND INC                     | US & MISSOURI FLAGS         |    | 20.58     |
|                     |                    | CORE & MAIN LP                         | PVC PIPE                    |    | 16.24     |
|                     |                    |                                        | AIR RELEASE SADDLE          |    | 131.81    |
|                     |                    |                                        | PARTS FOR MOORINGS          |    | 167.09    |
|                     |                    |                                        | PART FOR 42 RV PARK         |    | 19.90     |
|                     |                    |                                        | GASKET                      |    | 56.00     |
|                     |                    |                                        | SEWER LID & RING FOR 42 RV  |    | 96.74     |
|                     |                    | PRECISION AUTO & TIRE SERVICE LLC      | OIL CHANGE-TRUCK 2          |    | 21.30     |
|                     |                    | MAGRUDER LIMESTONE CO INC              | GRAVEL FOR 42 RV PARK       |    | 217.76    |
|                     |                    | SCOTT & SON WELL DRILLING LLC          | PRESSURE RELIEF VALVE       |    | 50.00     |
|                     |                    | CHASE CO INC                           | FLOOR SANDER-PARK RESTROOM  |    | 56.35     |
|                     |                    |                                        | FLOOR SANDER-PARK RESTROOM  |    | 69.60     |
|                     |                    |                                        | PENS,FOLDER,CLIPS,MARKERS   |    | 25.78     |
|                     |                    | STAPLES BUSINESS ADVANTAGE             | JANUARY SAMPLE ANALYSIS     |    | 50.00     |
|                     |                    | LO ENVIRONMENTAL LLC                   | MANHOLE IN TTA COVERED      |    | 286.00    |
|                     |                    | MID AMERICA PRECAST INC                | SEWER DEPT POSTAGE RESERVE  |    | 140.00    |
|                     |                    | PITNEY BOWES BANK INC DBA PITNEY BOWES | TABLE MOUNT FOR IPAD        |    | 21.47     |
|                     |                    | AMAZON CAPITAL SERVICES INC            | COPY PAPER                  |    | 12.00     |
|                     |                    |                                        | TONER                       |    | 9.77      |
|                     |                    |                                        | IPAD SCREEN PROTECTOR       |    | 9.28      |
|                     |                    | CLIFFORD POWER SYSTEMS                 | REPLACE BATTERY CHRGR 29-5  |    | 1,777.68  |
|                     |                    | MAHONEY'S EQUIPMENT LLC                | OPTICAM 300 CAMERA          |    | 6,992.00  |
|                     |                    | ACE PIPE CLEANING INC                  | SERVICE ON 492 MOONGATE CL  |    | 5,037.00  |
|                     |                    | EROSION CONTROL LLC DBA MISSOURI TAPPI | AC, DUCTILE OR CAST HOT TA  |    | 425.00    |
|                     |                    |                                        | TOTAL:                      |    | 24,306.86 |
| Ambulance           | Ambulance Fund     | BANKCARD SERV 0857                     | MEDICARE RENEWAL            |    | 569.00    |
|                     |                    | LAKE REGIONAL HEALTH SYSTEM            | CPR/AED TRAINING            |    | 8.00      |
|                     |                    | LAKE REGIONAL PHARMACY                 | MEDICAL SUPPLIES            |    | 49.24     |
|                     |                    | PITNEY BOWES BANK INC DBA PITNEY BOWES | AMB DEPT POSTAGE RESERVE    |    | 10.00     |
|                     |                    |                                        | TOTAL:                      |    | 636.24    |
| Lee C. Fine Airport | Lee C. Fine Airpor | EZARDS                                 | WIRE BRUSH, SCREWS & NUTS   |    | 1.39      |
|                     |                    |                                        | WIRE BRUSH, SCREWS & NUTS   |    | 10.88     |
|                     |                    |                                        | WIRE BRUSH, SCREWS & NUTS   |    | 23.58     |
|                     |                    |                                        | GLOVES                      |    | 39.57     |
|                     |                    |                                        | FUEL LINE,TRASH BAGS,SAND   |    | 15.98     |
|                     |                    | PURCELL TIRE & RUBBER CO               | NEW TIRES                   |    | 266.72    |
|                     |                    | HI-TECH AUTO BODY INC                  | TOW LCF FUEL TRUCK          |    | 203.00    |
|                     |                    | NAEGLER OIL CO                         | LCF AV GAS                  |    | 8,494.11  |
|                     |                    |                                        | LCF EQUIP CHRGR & SATELLITE |    | 46.00     |
|                     |                    | PRECISION AUTO & TIRE SERVICE LLC      | REPAIRS TO 1989 FORD FUEL   |    | 15,454.67 |

| DEPARTMENT           | FUND               | VENDOR NAME                            | DESCRIPTION                | 32 | AMOUNT_    |
|----------------------|--------------------|----------------------------------------|----------------------------|----|------------|
|                      |                    | PITNEY BOWES BANK INC DBA PITNEY BOWES | LCF AIRPORT POSTAGE RESERV |    | 20.00_     |
|                      |                    |                                        | TOTAL:                     |    | 24,575.90_ |
| Grand Glaize Airport | Grand Glaize Airpo | NAEGLER OIL CO                         | GG AV GAS                  |    | 8,538.34   |
|                      |                    |                                        | GG EQUIP CHRG & SATELLITE  |    | 46.00      |
|                      |                    | O'REILLY AUTOMOTIVE STORES INC         | BATTERY                    |    | 102.41     |
|                      |                    | PITNEY BOWES BANK INC DBA PITNEY BOWES | GG AIRPORT POSTAGE RESERVE |    | 10.00_     |
|                      |                    |                                        | TOTAL:                     |    | 8,696.75_  |

## ===== FUND TOTALS =====

|    |                           |           |
|----|---------------------------|-----------|
| 10 | General Fund              | 83,426.91 |
| 20 | Transportation            | 15,058.43 |
| 30 | Water Fund                | 5,400.24  |
| 35 | Sewer Fund                | 24,306.86 |
| 40 | Ambulance Fund            | 636.24    |
| 45 | Lee C. Fine Airport Fund  | 24,575.90 |
| 47 | Grand Glaize Airport Fund | 8,696.75  |

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GRAND TOTAL: 162,101.33  
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TOTAL PAGES: 7

**City of Osage Beach Agenda****Item Summary** Date of Board of

Aldermen Meeting:

03/22/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/16/18**Agenda Item Title:**

Bill 18-11 - An ordinance of the City of Osage Beach, Missouri, amending Section 325.060 relating to traveling through roundabouts and designating roundabouts by adding a new designation to subsection F.

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director**Requested Action:**
☐  
☐  
☒  
☐

Motion to Approve

First Reading of Bill # \_\_\_\_\_

Second Reading of Bill # 18-11

Resolution # \_\_\_\_\_

☐  
☐  
☐

Proclamation

Public Hearing

Other (Describe)

**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally

Deadline for Action: YES ☐ NO ☒

If yes, explain:

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount: \$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_: (\$ \_\_\_\_\_)

Available: \$ \_\_\_\_\_ 0.00

Requested Amount: \$ \_\_\_\_\_

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-11 \*Addition to bill in **BOLD**\*

**Department Comments and Recommendation:**

This is to add the Nichols Road Roundabout to the list of roundabouts in our City Code.

Addition listed in **BOLD** on Bill 18-11.

The Public Works Department recommends approval of this bill.

**City Administrator Comments and Recommendation:**

The first reading was read and passed by the Board of Aldermen on March

1, 2018. I concur with the Public Works Director's recommendation.

BILL NO. 18-11

ORDINANCE NO. 18.11

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 325.060 RELATING TO TRAVELING THROUGH ROUNDABOUTS AND DESIGNATING ROUNDABOUTS BY ADDING A NEW DESIGNATION TO SUBSECTION F.

Whereas, the Board of Aldermen finds that public safety requires an ordinance to govern traffic movement at the new traffic roundabout intersections.

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

Section 1. Amending Section 325.060 of Chapter 325 Title III the Traffic Code of the City of Osage Beach Code of Ordinances is hereby enacted to read as follows:

Section 325.060. Roundabout Islands and Intersections.

- A. No person shall drive past a roundabout island except to the right of such island.
- B. Every vehicle, upon approaching a roundabout, shall yield to vehicles within, or partially within, the roundabout
- C. Drivers entering or leaving a roundabout are excused from the signaling requirements of Section 340.190.
- D. No driver of a vehicle shall overtake or pass or attempt to overtake or pass any other vehicle proceeding in the same direction within a single lane roundabout.
- E. No vehicle shall park, stop, or stand in a roundabout at any time
- F. The following intersections are designated as Roundabouts:
  - 1. State Highway KK and Burton Duenke Lane
  - 2. Passover Road at Wilson Drive, Wyrick Drive and Mill Lane
  - 3. Nichols Road at Hospital Drive.**

Section 2. Severability

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. This Ordinance shall be in full force and effect upon the date of passage and approval by the Mayor.

READ FIRST TIME: 03/01/2018

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.11 was duly passed on \_\_\_\_\_ the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby APPROVE the above ordinance 18.11.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Cynthia Lambert, City Clerk

**City of Osage Beach Agenda****Item Summary Date of Board of****Aldermen Meeting:**03/22/18**Originator: (Name/Title)** Nicholas Edelman, Public Works Director**Date Submitted:** 02/19/18**Agenda Item Title:**

Bill 18-12 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 5, Table I, and Drawings No. V-2, V-4, and V-9, Street and Roadway Design Criterion

**Presented by: (Name/Title)** Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # \_\_\_\_\_

☒Second Reading of Bill # 18-12☐

Resolution # \_\_\_\_\_

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) \_\_\_\_\_

**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally.

**Deadline for Action:** YES ☐ NO ☒

If yes, explain:

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☒

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount:

\$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_:

(\$ \_\_\_\_\_)

Available:

\$ \_\_\_\_\_ 0.00

Requested Amount:

\$ \_\_\_\_\_

**Attachments:** YES ☒ NO ☐

If yes, list attachments:

Bill 18-12, Drawing No V-2, V-4, V-9, and Table I - Street and Roadway Design Criterion, Traffic Counts

**Department Comments and Recommendation:**

The City's Design Guidelines provide developers and City Staff on infrastructure standards. We discussed making changes to the street standards in particular sidewalks at the September 21, 2017 Board of Aldermen Meeting. There are two proposed changes that we are requesting based upon the discussion at the September 21 Meeting.

- 1) Sidewalk width - Drawing V-2, and V-4 show the sidewalk width being 5 feet wide. There is a statement on the drawing that Sidewalks must meet ADA requirements if ADA standards change.
- 2) Mailboxes - we have included a detail V-9 that shows how mailboxes shall be installed in areas with sidewalks.

An additional requested change is where sidewalks are required. Discussions have been ongoing with Alderman Marose and Alderman Ross about sidewalks. One of the options that have been explored is relating vehicle traffic counts to sidewalk need. We have looked at the traffic counts on various streets and attached are the results. After reviewing the data, we recommend only requiring sidewalks on streets with 400 ADT (Average Daily Traffic) or more. The lower traffic volumes we feel don't warrant the necessity of a sidewalk.

The Public Works Department recommends approval of this bill.

**City Administrator Comments and Recommendation:**

The proposed changes were presented to the Planning Commission on February 13, 2018; the Commission recommended approval.

The first reading was read and passed by the Board of Aldermen on March 1, 2018. I concur with the recommendation from the Public Works Director.

BILL NO. 18-12

ORDINANCE NO. 18.12

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 5, TABLE I, AND DRAWINGS NO. V-2, V-4, AND V-9, STREET AND ROADWAY DESIGN CRITERION

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the section entitled Osage Beach Design Guidelines Section 5, Table I, Street and Roadway Design Criterion, is hereby amended as indicated on the attached Exhibit A (Drawing Numbers V-2, V-4, V-9 and Table I).

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: 03/01/2018

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.12 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby approve Ordinance No. 18.12.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

Bill No. 18-12  
Page 2

Ordinance No. 18.12

Cynthia Lambert, City Clerk

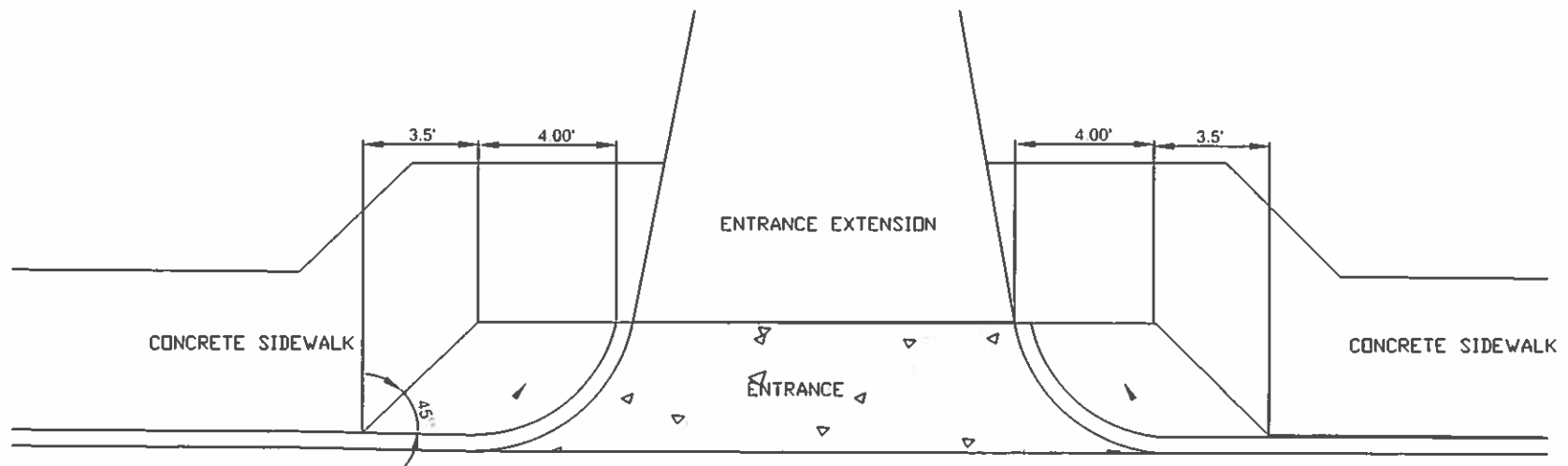
|                            |
|----------------------------|
| Date Revised:<br>JUNE 2017 |
| By:<br>MLM                 |
| Checked By:<br>NE          |

|                                     |
|-------------------------------------|
| Design Guideline:<br>SECTION 5      |
| ROADS, STREETS AND<br>PARKING AREAS |
| Drawing No.<br>V-2                  |

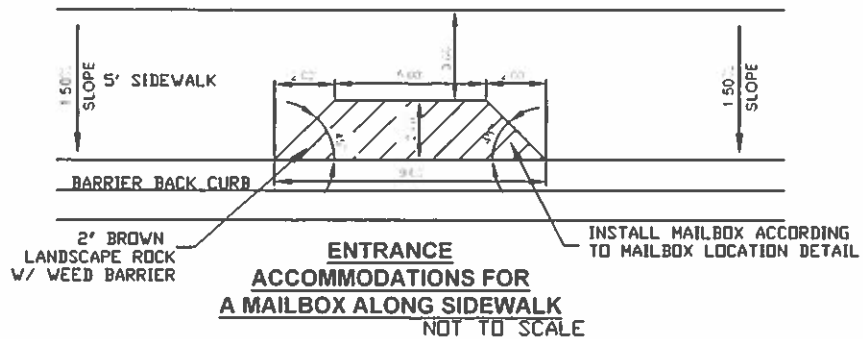
Checked By: NE

CITY OF OSAGE BEACH  
TYPICAL SECTION  
LOCAL STREET  
400 TO 1500 ADT OR ADT  $\leq$  400

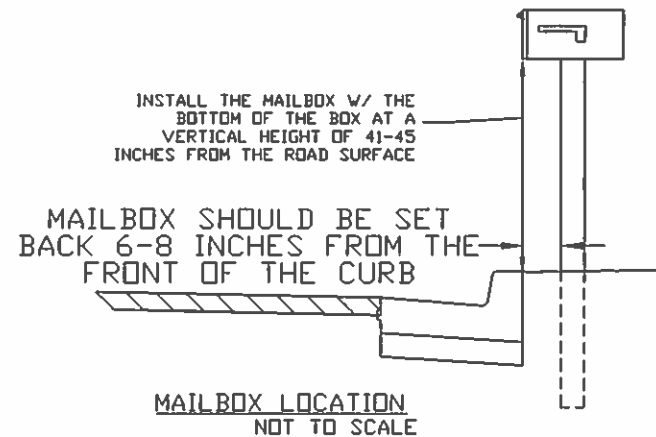
Drawing No.  
V-4



**ENTRANCE  
ACCOMMODATIONS FOR  
A MAILBOX ALONG SIDEWALK**  
NOT TO SCALE



**ENTRANCE  
ACCOMMODATIONS FOR  
A MAILBOX ALONG SIDEWALK**  
NOT TO SCALE



Date Revised:  
JUNE 2017

By:  
MLM

Checked By:  
NE

**CITY OF OSAGE BEACH  
TYPICAL SIDEWALK SECTION  
MAILBOX ACCOMMODATIONS**

Design Guideline:  
SECTION 5

ROADS, STREETS AND  
PARKING AREAS

Drawing No.  
V-9

Design Guidelines  
City of Osage Beach  
SECTION 5 - ROADS, STREETS AND PARKING AREAS

| TABLE I - STREET AND ROADWAY DESIGN CRITERION |                    |                         |                       |                      |                      |                                                                     |                     |                      |                      |
|-----------------------------------------------|--------------------|-------------------------|-----------------------|----------------------|----------------------|---------------------------------------------------------------------|---------------------|----------------------|----------------------|
| DESIGN CRITERION                              | ARTERIAL           |                         |                       | COLLECTOR            |                      | LOCAL STREET                                                        |                     |                      | ONE WAY              |
|                                               | Over<br>50,000 ADT | 10,000 to<br>50,000 ADT | 5000 to<br>10,000 ADT | Over<br>3000 ADT     | 1500 to<br>3000 ADT  | Over<br>1500 ADT                                                    | 400 to<br>1500 ADT  | Less Than<br>400 ADT | Less Than<br>400 ADT |
| Design Speed (mph)                            | MoDOT              | 45                      | 35                    | 25                   | 25                   | 25                                                                  | 15                  | 10                   | 10                   |
| No. of Lanes                                  | MoDOT              | 3 to 5                  | 2                     | 2                    | 2                    | 2                                                                   | 2                   | 2                    | 1                    |
| Width of Lane (ft)                            | MoDOT              | 12                      | 12                    | 12                   | 12                   | 12                                                                  | 10                  | 9                    | 14                   |
| Minimum Curve Radius (ft)                     | MoDOT              | 730                     | 420                   | 205                  | 165                  | 165                                                                 | 100                 | 45*                  | 45*                  |
| Maximum Super Elevation                       | MoDOT              | 4%                      | 4%                    | 4%                   | 0                    | 0                                                                   | 0                   | 0                    | 0                    |
| Minimum Curve Widening, (ft)                  | MoDOT              | 2                       | 4.5                   | 7                    | 8                    | 8                                                                   | 8                   | 5**                  | 5**                  |
| Vehicle Type WB-50                            |                    |                         |                       |                      |                      | **Two-way streets only - see above                                  |                     |                      |                      |
| Minimum Intersection<br>Inside Curb Radius    | MoDOT              | 70                      | 50                    | 50                   | 30                   | 30                                                                  | 30                  | 30                   | 30                   |
| Maximum Grade                                 | MpDOT              | 8%                      | 12%                   | 12%                  | 12%                  | 15%                                                                 | 15%***              | 15%***               | 15%***               |
| Max. K Value                                  | MoDOT              | 61                      | 29                    | 29                   | 19                   | 12                                                                  | 12                  | 3                    | 3                    |
| Minimum Sight Distance                        | MoDOT              | 360                     | 250                   | 155                  | 155                  | 155                                                                 | 100                 | 80                   | 80                   |
| Structural Cross Section                      | MoDOT              | 4" AC Pave<br>12" AB    | 4" AC Pave<br>12" AB  | 4" AC Pave<br>12" AB | 4" AC Pave<br>12" AB | 3" AC Pave<br>12" AB                                                | 3" AC Pave<br>8" AB | 3" AC Pave<br>8" AB  | 3" AC Pave<br>8" AB  |
|                                               |                    |                         |                       |                      |                      | AC Pave = Asphaltic Concrete Pavement<br>AB = Aggregate Base Course |                     |                      |                      |
| Curb & Gutter                                 | MoDOT              | Optional                | Required              | Required             | Required             | Required                                                            | Required            | Required             | Required             |
| Sidewalk                                      | MoDOT              | Both Sides              | Both Sides            | Both Sides           | Both Sides           | One Side                                                            | One Side            | NO                   | NO                   |

**City of Osage Beach**  
1000 City Parkway  
Osage Beach, MO 65065

DEER RUN

45

Page 3

Latitude: 0° 0.0000 South  
Longitude: 0° 0.0000 East

COMBINED - Southbound, Northbound  
Report for 11/3/2017 2:30:00 PM to Midnight

| Vehicles | Peak Periods |   |       |       |
|----------|--------------|---|-------|-------|
|          | AM           |   | PM    |       |
|          | Time         | - | Time  | 03:30 |
| 297      | Count        | - | Count | 86    |
|          | PHF          | - | PHF   | 0.860 |

**SPEED STATISTICS - 15 to 70+ by 5 MPH**

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 69     | 46      | 88      | 73      | 19      | 2       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 23.2   | 15.5    | 29.6    | 24.6    | 6.4     | 0.7     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 228    | 182     | 94      | 21      | 2       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 76.8   | 61.3    | 31.6    | 7.1     | 0.7     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 0      | 0       | 0       | 22      | 22      | 23      | 28      | 30      | 31      |         |         |         |         |          |

Average 20  
(Mean)

Pace Speed 21-30  
Number in 161  
Pace  
Percent in 54.2  
Pace

**COMBINED - Southbound, Northbound  
Report for Saturday, November 04, 2017**

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 10:15 | Time  | 12:15 |
| 579      | Count        | 74    | Count | 57    |
|          | PHF          | 0.841 | PHF   | 0.838 |

**SPEED STATISTICS - 15 to 70+ by 5 MPH**

| Speed in MPH | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|--------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count        | 29     | 103     | 228     | 184     | 35      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 5.0    | 17.8    | 39.4    | 31.8    | 6.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed   | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count        | 550    | 447     | 219     | 35      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 95.0   | 77.2    | 37.8    | 6.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile   | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
| Speed        | 15     | 18      | 19      | 23      | 24      | 24      | 29      | 29      | 31      |         |         |         |         |          |

Average 24  
(Mean)

|            |       |
|------------|-------|
| Pace Speed | 20-29 |
| Number in  | 428   |
| Pace       |       |
| Percent in | 73.9  |
| Pace       |       |

# City of Osage Beach

1000 City Parkway  
Osage Beach, MO 65065

DEER RUN

47

Page 9

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

## COMBINED - Southbound, Northbound Report for Sunday, November 05, 2017

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 09:45 | Time  | 12:15 |
| 384      | Count        | 43    | Count | 58    |
|          | PHF          | 0.632 | PHF   | 0.853 |

## SPEED STATISTICS - 15 to 70+ by 5 MPH

| Speed in MPH | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|--------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count        | 9      | 48      | 132     | 162     | 32      | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 2.3    | 12.5    | 34.4    | 42.2    | 8.3     | 0.3     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed   | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count        | 375    | 327     | 195     | 33      | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 97.7   | 85.2    | 50.8    | 8.6     | 0.3     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile   | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
| Speed        | 17     | 19      | 21      | 25      | 26      | 26      | 29      | 30      | 32      |         |         |         |         |          |

Average 25  
(Mean)

Pace Speed 21-30  
Number in 294  
Pace  
Percent in 76.6  
Pace

# City of Osage Beach

1000 City Parkway  
Osage Beach, MO 65065

DEER RUN

48

Page 12

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

COMBINED - Southbound, Northbound

Report for Monday, November 06, 2017, Midnight to 03:06 PM

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 08:00 | Time  | 12:15 |
| 254      | Count        | 39    | Count | 51    |
|          | PHF          | 0.750 | PHF   | 0.911 |

## SPEED STATISTICS - 15 to 70+ by 5 MPH

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 13     | 26      | 67      | 112     | 31      | 5       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 5.1    | 10.2    | 26.4    | 44.1    | 12.2    | 2.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 241    | 215     | 148     | 36      | 5       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 94.9   | 84.6    | 58.3    | 14.2    | 2.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 15     | 18      | 20      | 26      | 26      | 27      | 30      | 31      | 33      |         |         |         |         |          |

Average 25  
(Mean)

Pace Speed 21-30  
Number in 179  
Pace  
Percent in 70.5  
Pace

**City of Osage Beach** *STEWART*  
 1000 City Parkway  
 Osage Beach, MO 65065

Page 1

Date Start: 08-Nov-17  
 Date End: 13-Nov-17

Latitude: 0' 0.0000 South  
 Longitude: 0' 0.0000 East

| Start Time | 06-Nov-17<br>Mon | 07-Nov-17<br>Tue | 08-Nov-17<br>Wed | 09-Nov-17<br>Thu | 10-Nov-17<br>Fri | Weekday<br>Average | 11-Nov-17<br>Sat | 12-Nov-17<br>Sun |
|------------|------------------|------------------|------------------|------------------|------------------|--------------------|------------------|------------------|
| 12:00 AM   | .                | .                | .                | 4                | 2                | 3                  | 5                | 2                |
| 01:00      | .                | .                | .                | 16               | 0                | 8                  | 5                | 3                |
| 02:00      | .                | .                | .                | 7                | 6                | 6                  | 4                | 3                |
| 03:00      | .                | .                | .                | 0                | 0                | 0                  | 5                | 5                |
| 04:00      | .                | .                | .                | 2                | 1                | 2                  | 4                | 1                |
| 05:00      | .                | .                | .                | 5                | 3                | 4                  | 2                | 2                |
| 06:00      | .                | .                | .                | 17               | 9                | 13                 | 5                | 8                |
| 07:00      | .                | .                | .                | 13               | 25               | 19                 | 8                | 2                |
| 08:00      | .                | .                | .                | 10               | 8                | 9                  | 13               | 4                |
| 09:00      | .                | .                | 14               | 17               | 15               | 15                 | 15               | 12               |
| 10:00      | .                | .                | 13               | 37               | 13               | 21                 | 22               | 7                |
| 11:00      | .                | .                | 20               | 9                | 20               | 16                 | 24               | 12               |
| 12:00 PM   | .                | .                | 24               | 16               | 25               | 22                 | 19               | 24               |
| 01:00      | .                | .                | 21               | 20               | 30               | 24                 | 12               | 23               |
| 02:00      | .                | .                | 19               | 19               | 39               | 26                 | 21               | 14               |
| 03:00      | .                | .                | 32               | 57               | 28               | 39                 | 35               | 22               |
| 04:00      | .                | .                | 38               | 26               | 34               | 33                 | 30               | 31               |
| 05:00      | .                | .                | 21               | 30               | 34               | 28                 | 18               | 18               |
| 06:00      | .                | .                | 22               | 33               | 30               | 28                 | 22               | 28               |
| 07:00      | .                | .                | 16               | 8                | 25               | 16                 | 18               | 14               |
| 08:00      | .                | .                | 9                | 10               | 9                | 9                  | 15               | 20               |
| 09:00      | .                | .                | 8                | 9                | 10               | 9                  | 18               | 21               |
| 10:00      | .                | .                | 7                | 11               | 14               | 11                 | 9                | 15               |
| 11:00      | .                | .                | 2                | 5                | 11               | 6                  | 4                | 2                |
| Total      | 0                | 0                | 266              | 381              | 391              |                    | 333              | 293              |
| Percentage | 0.0%             | 0.0%             | 72.5%            | 103.8%           | 106.5%           |                    | 90.7%            | 79.8%            |
| AM Peak    | -                | -                | 11:00            | 10:00            | 07:00            | -                  | 11:00            | 09:00            |
| Vol.       | -                | -                | 20               | 37               | 25               | -                  | 24               | 12               |
| PM Peak    | -                | -                | 16:00            | 15:00            | 14:00            | -                  | 15:00            | 16:00            |
| Vol.       | -                | -                | 38               | 57               | 39               | -                  | 35               | 31               |

## City of Osage Beach

STEWART

1000 City Parkway  
Osage Beach, MO 65065

Date Start: 08-Nov-17  
Date End: 13-Nov-17

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

| Start Time | 13-Nov-17<br>Mon | 14-Nov-17<br>Tue | 15-Nov-17<br>Wed | 16-Nov-17<br>Thu | 17-Nov-17<br>Fri | Weekday<br>Average | 18-Nov-17<br>Sat | 19-Nov-17<br>Sun |
|------------|------------------|------------------|------------------|------------------|------------------|--------------------|------------------|------------------|
| 12:00 AM   | 9                | .                | .                | .                | .                | 9                  | .                | .                |
| 01:00      | 2                | .                | .                | .                | .                | 2                  | .                | .                |
| 02:00      | 0                | .                | .                | .                | .                | 0                  | .                | .                |
| 03:00      | 1                | .                | .                | .                | .                | 1                  | .                | .                |
| 04:00      | 4                | .                | .                | .                | .                | 4                  | .                | .                |
| 05:00      | 2                | .                | .                | .                | .                | 2                  | .                | .                |
| 06:00      | 8                | .                | .                | .                | .                | 8                  | .                | .                |
| 07:00      | 21               | .                | .                | .                | .                | 21                 | .                | .                |
| 08:00      | 16               | .                | .                | .                | .                | 16                 | .                | .                |
| 09:00      | 17               | .                | .                | .                | .                | 17                 | .                | .                |
| 10:00      | 11               | .                | .                | .                | .                | 11                 | .                | .                |
| 11:00      | 7                | .                | .                | .                | .                | 7                  | .                | .                |
| 12:00 PM   | .                | .                | .                | .                | .                | .                  | .                | .                |
| 01:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 02:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 03:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 04:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 05:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 06:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 07:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 08:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 09:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 10:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| 11:00      | .                | .                | .                | .                | .                | .                  | .                | .                |
| Total      | 98               | 0                | 0                | 0                | 0                |                    | 0                | 0                |
| Percentage | 100.0%           | 0.0%             | 0.0%             | 0.0%             | 0.0%             |                    | 0.0%             | 0.0%             |
| AM Peak    | 07:00            | .                | .                | .                | .                | .                  | .                | .                |
| Vol.       | 21               | .                | .                | .                | .                | .                  | .                | .                |
| PM Peak    | .                | .                | .                | .                | .                | .                  | .                | .                |
| Vol.       | .                | .                | .                | .                | .                | .                  | .                | .                |
| Total      |                  | 0                | 266              |                  |                  |                    |                  |                  |

## MALIBU

1000 City Parkway  
Osage Beach, MO 65065

Latitude: 0° 0.0000 South  
Longitude: 0° 0.0000 East

**COMBINED - Westbound, Eastbound****Report for 11/16/2017 8:28:00 AM to Midnight**

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 10:45 | Time  | 12:00 |
| 500      | Count        | 52    | Count | 49    |
|          | PHF          | 0.765 | PHF   | 0.817 |

### SPEED STATISTICS - 15 to 70+ by 5 MPH

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 71     | 156     | 217     | 56      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 14.2   | 31.2    | 43.4    | 11.2    | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 429    | 273     | 56      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 85.8   | 54.6    | 11.2    | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 12     | 14      | 16      | 20      | 21      | 22      | 25      | 26      | 27      |         |         |         |         |          |

Average 20  
(Mean)

|            |       |
|------------|-------|
| Pace Speed | 16-25 |
| Number in  | 373   |
| Pace       |       |
| Percent in | 74.6  |
| Pace       |       |

**City of Osage Beach** MALBU  
1000 City Parkway  
Osage Beach, MO 65065

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

COMBINED - Westbound, Eastbound  
Report for Friday, November 17, 2017

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 07:30 | Time  | 02:00 |
| 682      | Count        | 49    | Count | 75    |
|          | PHF          | 0.875 | PHF   | 0.893 |

**SPEED STATISTICS - 15 to 70+ by 5 MPH**

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 108    | 196     | 295     | 80      | 3       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 15.8   | 28.7    | 43.3    | 11.7    | 0.4     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 574    | 378     | 83      | 3       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 84.2   | 55.4    | 12.2    | 0.4     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 11     | 14      | 15      | 21      | 21      | 22      | 25      | 26      | 27      |         |         |         |         |          |

Average 20  
(Mean)

Pace Speed 17-26  
Number in 496  
Pace  
Percent in 72.7  
Pace

1000 City Parkway  
Osage Beach, MO 65065

Latitude: 0° 0.0000 South  
Longitude: 0° 0.0000 East

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 10:00 | Time  | 01:30 |
| 533      | Count        | 53    | Count | 58    |
|          | PHF          | 0.697 | PHF   | 0.659 |

| Speed in MPH | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|--------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count        | 80     | 142     | 232     | 78      | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 15.0   | 26.6    | 43.5    | 14.6    | 0.2     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed   | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count        | 453    | 311     | 79      | 1       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent      | 85.0   | 58.3    | 14.8    | 0.2     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile   | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
| Speed        | 12     | 14      | 15      | 21      | 22      | 22      | 25      | 26      | 28      |         |         |         |         |          |

|            |       |
|------------|-------|
| Pace Speed | 18-27 |
| Number in  | 388   |
| Pace       |       |
| Percent in | 72.8  |
| Pace       |       |

COMBINED - Westbound, Eastbound  
 Report for Sunday, November 19, 2017

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 11:15 | Time  | 04:45 |
| 450      | Count        | 47    | Count | 47    |
|          | PHF          | 0.904 | PHF   | 0.839 |

**SPEED STATISTICS - 15 to 70+ by 5 MPH**

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 49     | 111     | 209     | 77      | 4       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 10.9   | 24.7    | 46.4    | 17.1    | 0.9     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 401    | 290     | 81      | 4       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 89.1   | 64.4    | 18.0    | 0.9     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 14     | 15      | 17      | 22      | 22      | 23      | 26      | 27      | 28      |         |         |         |         |          |

Average 21  
 (Mean)

Pace Speed 18-27  
 Number in 335  
 Pace  
 Percent in 74.4  
 Pace

# City of Osage Beach

1000 City Parkway  
Osage Beach, MO 65065

MALIBU

55

Page 15

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

COMBINED - Westbound, Eastbound  
Report for Monday, November 20, 2017

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 07:00 | Time  | 01:30 |
| 619      | Count        | 62    | Count | 63    |
|          | PHF          | 0.816 | PHF   | 0.926 |

## SPEED STATISTICS - 15 to 70+ by 5 MPH

| Speed in MPH     | 1 - 15 | 16 - 20 | 21 - 25 | 26 - 30 | 31 - 35 | 36 - 40 | 41 - 45 | 46 - 50 | 51 - 55 | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|
| Count            | 80     | 148     | 281     | 105     | 5       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 12.9   | 23.9    | 45.4    | 17.0    | 0.8     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15     | 20      | 25      | 30      | 35      | 40      | 45      | 50      | 55      | 60      | 65      | 70      | 75      | 999      |
| Count            | 539    | 391     | 110     | 5       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0        |
| Percent          | 87.1   | 63.2    | 17.8    | 0.8     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%     | 10%     | 15%     | 45%     | 50%     | 55%     | 85%     | 90%     | 95%     |         |         |         |         |          |
|                  | 0      | 14      | 16      | 22      | 22      | 23      | 26      | 27      | 28      |         |         |         |         |          |

Average 21  
(Mean)

Pace Speed 18-27  
Number in 452  
Pace  
Percent in 73.0  
Pace

1000 City Parkway  
Osage Beach, MO 65065

Latitude: 0° 0.0000 South  
Longitude: 0° 0.0000 East

Report for Tuesday, November 21, 2017, Midnight to 10:41 AM

| Vehicles | Peak Periods |       |       |   |
|----------|--------------|-------|-------|---|
|          | AM           |       | PM    |   |
|          | Time         | 07:15 | Time  | - |
| 189      | Count        | 55    | Count | - |
|          | PHF          | 0.982 | PHF   | - |

[illegible]

MALIBU

Latitude: 0' 0.0000 South  
Longitude: 0' 0.0000 East

Report for 11/16/2017 8:28:00 AM to 11/21/2017 10:41:00 AM

[illegible]

| Vehicles | Peak Periods |       |
|----------|--------------|-------|
|          | AM           | PM    |
|          | Time         | Time  |
| 339      | Count        | Count |
|          | PHF          | PHF   |

| Speed in MPH     | 1 - 15  | 16 - 20  | 21 - 25   | 26 - 30   | 31 - 35   | 36 - 40   | 41 - 45   | 46 - 50   | 51 - 55   | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
|------------------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|----------|
| Count            | 73      | 73       | 111       | 52        | 22        | 6         | 2         | 0         | 0         | 0       | 0       | 0       | 0       | 0        |
| Percent          | 21.5    | 21.5     | 32.7      | 15.3      | 6.5       | 1.8       | 0.6       | 0.0       | 0.0       | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15      | 20       | 25        | 30        | 35        | 40        | 45        | 50        | 55        | 60      | 65      | 70      | 75      | 999      |
| Count            | 266     | 193      | 82        | 30        | 8         | 2         | 0         | 0         | 0         | 0       | 0       | 0       | 0       | 0        |
| Percent          | 78.5    | 56.9     | 24.2      | 8.8       | 2.4       | 0.6       | 0.0       | 0.0       | 0.0       | 0.0     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%<br>0 | 10%<br>0 | 15%<br>12 | 45%<br>21 | 50%<br>21 | 55%<br>22 | 85%<br>28 | 90%<br>30 | 95%<br>32 |         |         |         |         |          |

Average (Mean) 20

|            |       |
|------------|-------|
| Pace Speed | 16-25 |
| Number in  | 184   |
| Pace       |       |
| Percent in | 54.3  |
| Pace       |       |

COMBINED - Northbound, Southbound

Report for Tuesday, November 14, 2017, Midnight to 03:17 PM

| Vehicles | Peak Periods |       |       |       |
|----------|--------------|-------|-------|-------|
|          | AM           |       | PM    |       |
|          | Time         | 07:00 | Time  | 12:15 |
| 421      | Count        | 61    | Count | 58    |
|          | PHF          | 0.763 | PHF   | 0.659 |

### SPEED STATISTICS - 15 to 70+ by 5 MPH

|                  |         |          |          |           |           |           |           |           |           |         |         |         |         |          |
|------------------|---------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|----------|
| Speed in MPH     | 1 - 15  | 16 - 20  | 21 - 25  | 26 - 30   | 31 - 35   | 36 - 40   | 41 - 45   | 46 - 50   | 51 - 55   | 56 - 60 | 61 - 65 | 66 - 70 | 71 - 75 | 76 - 999 |
| Count            | 154     | 56       | 42       | 38        | 43        | 44        | 22        | 18        | 3         | 0       | 1       | 0       | 0       | 0        |
| Percent          | 36.6    | 13.3     | 10.0     | 9.0       | 10.2      | 10.5      | 5.2       | 4.3       | 0.7       | 0.0     | 0.2     | 0.0     | 0.0     | 0.0      |
| Over Speed       | 15      | 20       | 25       | 30        | 35        | 40        | 45        | 50        | 55        | 60      | 65      | 70      | 75      | 999      |
| Count            | 267     | 211      | 169      | 131       | 88        | 44        | 22        | 4         | 1         | 1       | 0       | 0       | 0       | 0        |
| Percent          | 63.4    | 50.1     | 40.1     | 31.1      | 20.9      | 10.5      | 5.2       | 1.0       | 0.2       | 0.2     | 0.0     | 0.0     | 0.0     | 0.0      |
| Percentile Speed | 5%<br>0 | 10%<br>0 | 15%<br>0 | 45%<br>19 | 50%<br>20 | 55%<br>22 | 85%<br>38 | 90%<br>41 | 95%<br>46 |         |         |         |         |          |

Average 21  
(Mean)

|            |       |
|------------|-------|
| Pace Speed | 14-23 |
| Number in  | 106   |
| Pace       |       |
| Percent in | 25.2  |
| Pace       |       |

# City of Osage Beach Agenda

60

## Item Summary Date of Board of

Aldermen Meeting:

03/22/18

Originator: *(Name/Title)* Nicholas Edelman, Public Works Director

Date Submitted: 02/28/18

### Agenda Item Title:

Public Hearing for Bill 18-14 - An ordinance of the City of Osage Beach, Missouri, repealing Chapter 415 Floodplain Management in its entirety and a new Chapter 415 Floodplain Management ordinance enacted in its place.

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director

### Requested Action:

☐  
☐  
☐  
☐

Motion to Approve

First Reading of Bill # \_\_\_\_\_

Second Reading of Bill # \_\_\_\_\_

Resolution # \_\_\_\_\_

☐  
☒  
☐

Proclamation

Public Hearing

Other (Describe) \_\_\_\_\_

### Ordinance Reference for Action: *(i.e. RSMo Section, Ordinance # & Title)*

Per Chapter 415 Floodplain Management Section 415.290 Amendments, the Board of Aldermen is required to hold a public hearing before making any amendments.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Amended floodplain maps become effective April 18, 2018 and this needs to be in place prior to April 18, 2018.

### Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount:

\$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_:

(\$ \_\_\_\_\_)

Available:

\$ \_\_\_\_\_ 0.00

Requested Amount:

\$ \_\_\_\_\_

Attachments: YES ☐ NO ☒

If yes, list attachments:

**Department Comments and Recommendation:**

This is the public hearing preceding Bill 18-14 Repealing Chapter 415, Floodplain Management. At the request of citizens and property owners around Lake of the Ozarks, FEMA has been reviewing the new floodplain panels that became effective in 2011. The Floodplain Management Bill will complete the necessary steps for the City to be in compliance with the new Floodplain maps, which go in effect April 18, 2018. This bill has a few housekeeping changes as well and the major items of change are as follows:

1. FEMA has created new panels for part of Lake of the Ozarks. The major change for the maps in Osage Beach is the date of the maps.
2. Change Flood Plain Administrator from City Engineer to Public Works Director.
3. The definition of "Substantial Improvement" - means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10 year period.

The Planning Commission recommended approval of this bill during their February Meeting.

**City Administrator Comments and Recommendation:**

N/A

**City of Osage Beach Agenda****Item Summary** Date of Board of

Aldermen Meeting:

03/22/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/16/18**Agenda Item Title:**

Bill 18-14 - An ordinance of the City of Osage Beach, Missouri, repealing Chapter 415 Floodplain Management in its entirety and a new Chapter 415 Floodplain Management ordinance is hereby enacted in its place.

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-14☐

Second Reading of Bill # \_\_\_\_\_

☐

Resolution # \_\_\_\_\_

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) \_\_\_\_\_

**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Amended floodplain maps become effective April 18, 2018 and this needs to be in place prior to April 18, 2018.

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY \_\_\_\_\_ Budgeted Amount:

\$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_:

(\$ \_\_\_\_\_)

Available:

\$ \_\_\_\_\_ 0.00

Requested Amount:

\$ \_\_\_\_\_

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-14

**Department Comments and Recommendation:**

At the request of citizens and property owners around Lake of the Ozarks, FEMA has been reviewing the new floodplain panels that became effective in 2011. The Floodplain Management Bill will complete the necessary steps for the City to be in compliance with the new Floodplain maps, which go in effect April 18, 2018. This bill has a few housekeeping changes as well and the major items of change are as follows:

- 1) FEMA has created new panels for part of Lake of the Ozarks. The major change for the maps in Osage Beach is the date of the maps.
- 2) Change Flood Plain Administrator from City Engineer to Public Works Director.
- 3) The definition of "Substantial Improvement" - means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10 year period.

The Planning Commission recommended approval of this bill during their February Meeting. The Public Works Department recommends approval of this bill.

**City Administrator Comments and Recommendation:**

Internally this will require additional tracking due to change #3 listed above. The Building Department and the Public Works Department will be working the details out on how that will take place through our system within the permitting process.

I concur with the Public Works Director's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING CHAPTER 415, FLOODPLAIN MANAGEMENT IN ITS ENTIRETY AND A NEW CHAPTER 415 FLOODPLAIN MANAGEMENT ORDINANCE IS HEREBY ENACTED IN ITS PLACE.

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

Section 1. That Chapter 415, Floodplain Management, be repealed in its entirety and a new Chapter 415, Floodplain Management Ordinance, is hereby enacted in its place to read as follows:

**ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT AND PURPOSES**

**SECTION 415.010. STATUTORY AUTHORIZATION**

The Legislature of the State of Missouri has in RSMo 79.110 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare. Therefore, the Board of Aldermen of the City of Osage Beach, Missouri ordains as follows:

**SECTION 415.020. FINDINGS OF FACT**

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of the City of Osage Beach, Missouri are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. *Methods Used To Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. It is the general order of a flood which could be expected to have a one percent chance of occurrence in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials for Camden County dated April 18, 2018 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.

## SECTION 415.030. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare; to minimize those losses described in Article 1, Section B (1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the requirements of 44 CFR 60.3(c) by applying the provisions of this ordinance to:

1. restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

## ARTICLE II. DEFINITIONS

### SECTION 415.040. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

**"100-year Flood"** *see "base flood."*

**"Accessory Structure"** means the same as *"appurtenant structure."*

**"Actuarial Rates"** *see "risk premium rates."*

**"Administrator"** means the Federal Insurance Administrator.

**"Agency"** means the Federal Emergency Management Agency (FEMA).

**"Agricultural Commodities"** means agricultural products and livestock.

**"Agricultural Structure"** means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

**"Appeal"** means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

**"Appurtenant Structure"** means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

**"Area of Special Flood Hazard"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year.

**"Basement"** means any area of the structure having its floor subgrade (below ground level) on all sides.

**"Building"** *see "structure."*

**"Chief Executive Officer" or "Chief Elected Official"** means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

**"Community"** means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**"Elevated Building"** means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**"Eligible Community" or "Participating Community"** means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

**"Existing Construction"** means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"existing construction"* may also be referred to as *"existing structures."*

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland and/or (2) the unusual and rapid accumulation or runoff of surface waters from any source.

**"Flood Boundary and Floodway Map (FBFM)"** means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

**"Flood Elevation Determination"** means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study"** means an examination, evaluation and determination of flood hazards.

**"Flood Fringe"** means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**"Flood Insurance Study (FIS)"** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**"Floodplain" or "Flood-prone Area"** means any land area susceptible to being inundated by water from any source (*see "flooding"*).

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**"Floodplain Management Regulations"** means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

**"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**"Floodway Encroachment Lines"** means the lines marking the limits of floodways on Federal, State and local floodplain maps.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

**"Functionally Dependent Use"** means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**"Historic Structure"** means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

**"Manufactured Home"** means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* **does not include** a *"recreational vehicle."*

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

**"Market Value" or "Fair Market Value"** means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

**"Mean Sea Level"** means, for purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

**"New Construction"** means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

**"(NFIP)"** means the National Flood Insurance Program (NFIP).

**"Participating Community"** also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

**"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

**"Recreational Vehicle"** means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Remedy A Violation"** means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

**"Repetitive Loss"** means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

**"Risk Premium Rates"** means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

**"Special Flood Hazard Area"** see *"area of special flood hazard."*

**"Special Hazard Area"** means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A and AE.

**"Start of Construction"** includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The ***actual start*** means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the ***actual start of construction*** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** means that agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

**"Structure"** means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**"Substantial-Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes Repetitive Loss buildings (see definition).

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure”, or
- c.) Any improvement to a building.

**"Substantial Improvement"** means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10 year period, in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work done.

The term does not apply to:

- a.) any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” Or
- c.) Any building that has been damaged from any source or is categorized as repetitive loss.

**"Substantially improved existing manufactured home parks or subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Temporary Structure"** means a structure permitted in a district for a period not to exceed 180 days and is required to be removed upon the expiration of the permit period. Temporary structures may include recreational vehicles, temporary construction offices, or temporary business facilities used until permanent facilities can be constructed, **but at no time shall it include manufactured homes used as residences.**

**"Variance"** means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

### ARTICLE III. GENERAL PROVISIONS

#### SECTION 415.050. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Osage Beach identified as unnumbered and numbered A zones and AE Zones on the Flood Insurance Rate Maps (FIRMs) for Camden County dated June 16, 2011 on map panels 29029C0115C, 29029C0120C, 29029C0140C, 29029C0230C and 29029C0235C as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Board of Aldermen or its duly designated representative under such safeguards and restrictions as the Board of Aldermen or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

#### SECTION 415.060. FLOODPLAIN ADMINISTRATOR

The Public Works Director is hereby designated as the Floodplain Administrator under this ordinance.

#### SECTION 415.070. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

#### SECTION 415.080. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

#### SECTION 415.090. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

#### SECTION 415.100. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodplain or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the City of Osage Beach, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

#### SECTION 415.110. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

**ARTICLE IV. ADMINISTRATION****SECTION 415.120. FLOODPLAIN DEVELOPMENT PERMIT - REQUIRED**

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

**SECTION 415.130. DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The Public Works Director is hereby appointed to administer and implement the provisions of this ordinance.

**SECTION 415.140. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR**

Duties of the Public Works Director shall include, but not be limited to:

1. review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. issue floodplain development permits for all approved applications;
5. notify adjacent communities and the Missouri State Emergency Management Agency (MO SEMA) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. assure that the flood carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse.
7. verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. when floodproofing techniques are utilized for a particular non-residential structure, the Public Works Director shall require certification from a registered professional engineer or architect.

**SECTION 415.150. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT**

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;

2. identify and describe the work to be covered by the floodplain development permit;
  3. indicate the use or occupancy for which the proposed work is intended;
  4. indicate the assessed value of the structure and the fair market value of the improvement;
  5. identify the existing base flood elevation and the elevation of the proposed development;
  6. give such other information as reasonably may be required by the Public Works Director;
  7. be accompanied by plans and specifications for proposed construction; and
- be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority

## **ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **SECTION 415.160. GENERAL STANDARDS**

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any unnumbered or numbered A zones and AE zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial-improvements, or other development, including fill, shall be permitted within any numbered A zone or AE zone on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
  - a. design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - b. construction with materials resistant to flood damage;
  - c. utilization of methods and practices that minimize flood damages;
  - d. all electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
  - e. new or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and

- f. subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
  - (1) all such proposals are consistent with the need to minimize flood damage;
  - (2) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
  - (3) adequate drainage is provided so as to reduce exposure to flood hazards; and
  - (4) all proposals for development, including proposals for manufactured home parks and subdivisions, greater than five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

#### 5. *Storage, material, and equipment*

- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

#### 6. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; a variance has been granted from the standard floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

### SECTION 415.170. SPECIFIC STANDARDS

- 1. In all areas identified as unnumbered and numbered A zones and AE Zones, where **base flood elevation** data have been provided, as set forth in Article 4, Section A(2), the following provisions are required:
  - a. *Residential Construction*  
New construction or substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above base flood level.
  - b. *Non-Residential Construction*  
New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above the base flood level or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of

buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 3, Section C(9).

- c. Require, for all new construction and substantial-improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
  - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and
  - (2) the bottom of all opening shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

#### SECTION 415.180. MANUFACTURED HOMES

1. All manufactured homes to be placed within all unnumbered and numbered A zones and AE zones on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured homes that are placed or substantially improved within unnumbered or numbered A zones and AE zones on the community's FIRM on sites:
  - a. outside of a manufactured home park or subdivision;
  - b. in a new manufactured home park or subdivision;
  - c. in an expansion to an existing manufactured home park or subdivision; or
  - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial-damage as the result of a flood,

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones and AE zones on the community's FIRM, that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that either:
  - a. the lowest floor of the manufactured home is at one (1) foot above the base flood elevation; or
  - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be

securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

#### SECTION 415.185. FLOODWAY

If a community determines there are areas of special flood hazard that may be defined as floodway, through the use of base flood elevation and floodway data available from a Federal, State, or other source, including data developed pursuant to Article 4, Section A(4)f(4), and determines this data is suitable as criteria for requiring that new construction, substantial improvements, or other development in Zone A, the community must meet the standards below:

- 1) Adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point.
- 2) Prohibit encroachments, including fill, new construction, substantial-improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.

#### SECTION 415.190. RECREATIONAL VEHICLES

1. Require that recreational vehicles placed on sites within all unnumbered and numbered A zones and AE zones on the community's FIRM either:
  - a. be on the site for fewer than 180 consecutive days,
  - b. be fully licensed and ready for highway use\*; **or**
  - c. meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.

\*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

### ARTICLE VI. FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

#### SECTION 415.210. ESTABLISHMENT OF APPEAL BOARD

The Board of Adjustment as established by the City of Osage Beach shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

#### SECTION 415.220. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the Public Works Director, the applicant may apply for such floodplain development permit or variance directly to the Appeal Board, as defined in Article 5, Section A.

The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Public Works Director in the enforcement or administration of this ordinance.

#### SECTION 415.230. FURTHER APPEALS

Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the Camden County Circuit Court as provided in RSMO 89.110.

#### SECTION 415.240. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Board of Adjustment shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. the danger to life and property due to flood damage;
2. the danger that materials may be swept onto other lands to the injury of others;
3. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. the importance of the services provided by the proposed facility to the community;
5. the necessity to the facility of a waterfront location, where applicable;
6. the availability of alternative locations, not subject to flood damage, for the proposed use;
7. the compatibility of the proposed use with existing and anticipated development;
8. the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. the safety of access to the property in times of flood for ordinary and emergency vehicles;
10. the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

#### SECTION 415.250. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items 2 through 6 below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

2. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination provided the proposed activity will not preclude the structure's continued historic designation.
3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon (a) a showing of good and sufficient cause, (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

#### SECTION 415.260. CONDITIONS FOR APPROVING VARIANCES FOR ACCESSORY STRUCTURES

Any variance granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for accessory structures that are constructed at-grade and wet-floodproofed.

1. Use of the accessory structures must be solely for parking and limited storage purposes in zone A only as identified on the community's Flood Insurance Rate Map (FIRM).
2. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article V, Section 415.160 (4)(b) of this ordinance.
3. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
2. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
5. The accessory structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the 100-year flood, contain openings that

will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.

6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E of this ordinance. No variances may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
7. Equipment, machinery, or other contents must be protected from any flood damage.
8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
9. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
10. Wet-floodproofing construction techniques must be reviewed and approved by the community and registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

#### SECTION 415.270: CONDITIONS FOR APPROVING VARIANCES FOR TEMPORARY STRUCTURES.

Any variance granted for a temporary structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

1. A temporary structure may be considered for location within the 100-year floodplain only when all of the following criteria are met:
  - a. use of the temporary structure is unique to the land to be developed and cannot be located outside of the floodplain nor meet the NFIP design standards;
  - b. denial of the temporary structure permit will create an undue hardship on the property owner;
  - c. the community has adopted up-to-date NFIP and building regulations to direct placement and removal of the temporary structure; and,
  - d. the community has sufficient staff to monitor the placement, use, and removal of the temporary structure throughout the duration of the permit.
2. Once all of the above conditions are met, an application for a special use permit must be made to the City of Osage Beach. The City of Osage Beach shall consider all applications for special use permits for a temporary structure based on the following criteria:
  - a. The placement of any temporary structure within the special flood hazard areas as shown on the community's adopted Federal Emergency Management Agency/National Flood Insurance Program map shall require an approved special use permit. The special use permit shall be valid for a period not to exceed 180 days.

- b. Special use permits applications, for a temporary structure to be located in special flood hazard areas, shall conform to the standard public hearing process prior to any community action on the permit request.
- c. An emergency plan for the removal of the temporary structure that includes specific removal criteria and time frames from the agency or firm responsible for providing the manpower, equipment, and the relocation and disconnection of all utilities shall be required as part of the special use permit application for the placement of any temporary structure.
- d. On or before the expiration of the end of the 180 day special use permit period, the temporary structure shall be removed from the site. All utilities, including water, sewer, communication, and electrical services shall be disconnected.
- e. To ensure the continuous mobility of the temporary structure for the duration of the permit, the temporary structure shall retain its wheels and tires, licenses, and towing appurtenance on the structures at all times.
- f. Under emergency flooding conditions, the temporary structure shall be removed immediately or as directed by the community and as specified in the emergency removal plan.
- g. Location of any temporary structure within any defined floodway, as determined from data available from other sources, requires the provision of a "no-rise" certificate by a registered professional engineer.
- h. Violation of or non-compliance with any of the stated conditions of the special use permit during the term thereof, shall make the permit subject to revocation by resolution of the governing body of the community. Issuance of permit revocation notice shall be made to the landowner, the occupant of the land, and to the general public.
- i. Any deviation from the approved site plan shall be deemed a violation of the special use permit approval and the uses allowed shall automatically be revoked. The subsequent use of the land shall be as it was prior to the special permit approval. In event of any violation, all permitted special uses shall be deemed a violation of this ordinance and shall be illegal, non-conforming uses and shall be summarily removed and abated.
- j. If the temporary structure is to be returned to its previously occupied site, the process for issuing a special use permit must be repeated in full. Any subsequent permit shall be valid for 180 days only.

## **ARTICLE VI. VIOLATIONS**

### **SECTION 415.280. PENALTIES FOR VIOLATIONS.**

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$ 500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Osage Beach or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

**ARTICLE VII. AMENDMENTS**

**SECTION 415.290. AMENDMENTS**

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Osage Beach. At least 20 days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Federal Emergency Management Agency (FEMA). The regulations of this ordinance are in compliance with the National Flood Insurance Program (NFIP) regulations.

Section 2. That this Ordinance shall be in full force and effect upon date of passage.

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

I hereby certify that the above Ordinance No.18.14 was duly passed on \_\_\_\_\_, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby APPROVE Ordinance 18.14.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Cynthia Lambert, City Clerk

# City of Osage Beach Agenda

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## Item Summary Date of Board of

Aldermen Meeting:

03/22/18

Originator: (Name/Title) Ed Rucker, City Attorney

Date Submitted: 02/20/18

### Agenda Item Title:

Bill 18-15 - An ordinance of the City of Osage Beach Code of Ordinances by repealing Chapter 615 Secondhand Goods, Article III Pawnbrokers and Related Merchants and enacting a new Section 615 Secondhand Goods, Article III Pawnbrokers and Related Merchants, is hereby enacted in its place.

Presented by: (Name/Title) Ed Rucker, City Attorney

### Requested Action:

☐

Motion to Approve

☒

First Reading of Bill # 18-15

☐

Second Reading of Bill #

☐

Resolution #

☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

### Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally

Deadline for Action: YES ☐ NO ☒

If yes, explain:

### Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source:

Budget Line Item/Title:

FY Budgeted Amount:

\$

Expenditures to Date:

(\$ )

Available:

\$ 0.00

Requested Amount:

\$

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-14

**Department Comments and Recommendation:**

This bill was prompted by consideration of a requirement at our current Section 615.350 that a person holding a pawnbroker license may not reside at the location where business was conducted. That section is eliminated.

As we got into the details of our current practice the Police Chief and the City Clerk concluded that the current Chapter 615 was outmoded and inconsistent with parts of our current situation. While a section by section amendment of the current code was possible, staff concluded this new section based on an ordinance located by the Chief in another city made better sense.

Major changes in this new ordinance are as follows:

1. Deleted the requirement in our current Section 615.030 that a building housing a pawn shop also not be used as a residence.
2. Removed existing Section 615.330(c) through (k) requiring the use of the statewide database which was judged to be a burden on the detective bureau as our city has only one pawnshop.
3. Removed any reference to the City Treasurer and replaced that language with City Clerk as in charge of the license process.
4. Clarified the two kinds of fees, an initial investigative fee of \$500 and the annual fee of \$100.
5. Added a requirement for photographic records for pledged property in section 615.250 H.
6. Added a requirement that the holder of a Pawnbroker License deliver to the Police Department copies of all new pawn tickets on a monthly basis.
7. Added in a new requirement at new Section 615.250 D concerning lost pawn tickets.
8. Set the amounts of the initial investigates fee and the annual fee to reflect the expected staff work necessary in each case.

The following steps will be used to evaluate an application for a new license.

1. Detectives to contact in interview the two references of good moral character.
2. Detectives to check the character references on CaseNet, and social media.
3. City Clerk's staff to confirm general liability insurance and surety bond.
4. City Clerk's staff to confirm and review evidence of unencumbered assets of at least \$50K.
5. Detectives to check CaseNet, Google, Social Media, Mules and DOR about the Applicant
6. If necessary, detectives to check any derogatory information of the Highway Patrol report.
7. Treasurer's Department verify applicant current in any utility bills.
8. Planning Department verify proper land use for the proposed location
9. Building Department verify valid certificate of occupancy.

The following steps will be used to process an application for the renewal of a license.

1. City Clerk to confirm insurance and surety bond.
2. City Clerk to confirm general liability insurance.
3. City Clerk to confirm and review evidence of unencumbered assets of at least \$50K.

City Attorney, Police Chief, and City Clerk recommends adoption of this bill.

**City Administrator Comments and Recommendation:**

I concur with the changes recommended to Chapter 615. This has been an ongoing project that all three departments have worked diligently on for several months. In this process our main goals were that we as a City were maintaining State required regulations, maintaining business friendly practices as well as practices and procedures in house that were effective and productive within the departments. These updates to this section accomplish these principles.

I concur with the City Attorney's, Police Chief's, and City Clerk's recommendations.

BILL NO. 18-15

ORDINANCE NO. 18.15

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH CODE OF ORDINANCES BY REPEALING CHAPTER 615. SECONDHAND GOODS, ARTICLE III. PAWNBROKERS AND RELATED MERCHANTS AND ENACTING A NEW SECTION 615. SECONDHAND GOODS, ARTICLE III. PAWNBROKERS AND RELATED MERCHANTS, IN ITS PLACE.

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

Section 1. That Chapter 615. Secondhand Goods, Article III. Pawnbrokers and Related Merchants is hereby repealed in its entirety.

Section 2. A new Chapter 615. Secondhand Goods, Article III. Pawnbrokers and Related Merchants is hereby enacted to read as follows:

### **Section 615.230 Definitions.**

For the purposes of this Chapter the following terms, phrases, and words shall have the following meanings unless otherwise indicated by context:

#### **CITY CLERK**

The person appointed by the Board of the City of Osage Beach to perform the City Clerk duties.

#### **CITY TREASURER**

The Treasurer of the City of Osage Beach.

#### **MONTH**

Period of time from one date in a calendar month to the corresponding date in the following calendar month, but if there is no such corresponding date, then the last date of such following month, and when computations are made for a fraction of a month, a day shall be one-thirtieth (1/30<sup>th</sup>) of a month.

#### **NET ASSESTS**

The book value of the current assets of a person or pawnbroker less its applicable liabilities as stated herein. Current assets include the investment made in cash, bank deposits, merchandise inventory, and loans due from customers, excluding the pawn service charge. Current assets do not include the investments made a fixed asset of real estate, furniture, fixtures, or equipment; investments made in stocks, bonds, or other securities; or investments made in prepaid expenses or other general intangibles. Applicable liabilities include trade or other accounts payable; accrued sales, income, or other taxes; accrued expenses; and notes or other payables that are unsecured or secured in whole or part by current assets. Applicable liabilities do not included liabilities secured by assets other than current assets. Net assets must be represented by a capital investment unencumbered by any liens or other encumbrances to be subject to the claims of general creditors.

## **PAWNBROKER**

Any person engaged in the business of lending money on the security of pledged goods or engaged in the business of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

## **PAWNSHOP**

The location at which, or premises in which, a pawnbroker regularly conducts business.

## **PERSON**

An individual, partnership, corporation, limited liability company, joint venture, trust, association, or any other legal entity however organized.

## **PERSON OF GOOD MORAL CHARACTER**

A person who has not been convicted of any State, Federal, or municipal offense involving drugs or narcotics, robbery, burglary, theft, stealing, receiving stolen property, embezzlement, extortion, forgery, gambling, bribery, perjury, any weapons offense, or any crime of violence.

## **PLEDGED GOODS**

Tangible personal property other than choses in action, securities, or printed evidence of indebtedness, which property is deposited with, or otherwise actually delivered in the possession of a pawnbroker in the course of his/her business in connection with a pawn transaction.

## **POLICE CHIEF**

The Police Chief of the City of Osage Beach.

## **SECURED PERSONAL CREDIT LOAN**

Every loan of money made to this City, the payment of which is secured by a security interest in tangible personal property which is physically delivered into the hands of the lender at the time of the making of the loan and which is to be retained by the lender while the loan is a subsisting obligation.

## **Section 615.240. Licenses Required**

- A. *Licenses Required.* No person shall operate a pawnshop in the City of Osage Beach unless such person obtains a pawnshop license issued by the City in accordance with the general licensing provisions of the Municipal Code and the specific provisions of this Chapter. A license is required for each place where pawn broking business is transacted, and no one shall act as any agent, employee, or solicitor for any pawnbroker while such pawnbroker is engaged in such business at a place other than that specified in the license. It shall be unlawful for any person to conduct or transact a pawnbroker business in the City unless he/she shall keep posted in a conspicuous place in the place of business, license certificate therefor, and a copy of all ordinances relating pawnbrokers.
- B. *Licensing Year.* All licenses issue under this Chapter are for a period of one (1) year, or a portion of one (1) year, and expire on Midnight of April 30<sup>th</sup>. The license fee for any license which is issued for a portion of a year shall be prorated by the City Clerk.

- C. *Application for New Pawnshop License.* An application for a new pawnshop license shall be under oath and on forms prescribed and provided by the City Clerk and shall contain other relevant information sufficient to inform the City Clerk regarding the qualifications of the applicant for a license as required by the City Clerk. At a minimum, the application shall include:
- a. The full name and address of the applicant, and each prospective pawnshop employee, if known, for the past two (2) years;
  - b. The address where the business is to be conducted;
  - c. A statement as to whether the applicant, and each prospective pawnshop employee, if known, have ever been convicted of a felony;
  - d. The name, address and phone number of at least two (2) persons of good moral character who may be used as character references for the applicant, and each prospective pawnshop employee, if known; and
  - e. If the applicant is a partnership, the application shall include the required information for each partner, and whether such partner is a general partner or a limited partner. If the applicant is a corporation or limited liability company, the application shall include the required information for each officer, shareholder, and director.
  - f. The application shall be accompanied by:
    - i. An investigation fee of five hundred dollars (\$500.00) if the applicant is unlicensed at the time of applying for the pawnshop license, or two hundred fifty dollars (\$250.00) if the application involves a second (2<sup>nd</sup>) or additional license to an applicant previously licensed for a separate location, or involves substantially identical principals and owners of a licensed pawnshop at a separate location;
    - ii. Proof of general liability insurance in the amount of five hundred thousand dollars (\$500,000.00);
    - iii. An annual fee of one hundred dollars (\$100.00); and
    - iv. If the applicant is a corporation, a “certificate of good standing” issued by the Missouri Secretary of state.
  - g. With each application or application for renewal the applicant shall submit a criminal record check dated within six (6) months preceding the date of the application or renewal application for each individual owner or partner, if a partnership or if an LLC, all members of an LLC must submit such a criminal record check. If applicant is a corporation, the following individuals must submit a criminal record check: the managing officer, each officer and director, and all share holder(s) who own ten percent (10%) or more of the stock of the business. The record check must be issued by the Missouri Criminal Records Division of the Missouri Department of Public Safety or its successors.
- D. *Non-Use and Transfer of License.*
1. If a pawnbroker shall not conduct business for any continuous period of ninety (90) days at any time after the issuance of a license, the license shall be null and void.
  2. Licenses are personal to the licensee and shall not be transferred to any other person. Any attempt to transfer such license to any other person shall be unlawful for any person to do business, or to attempt to do business under a license transferred to him.
- E. *Investigation by City Clerk.* The City Clerk shall investigate the facts contained in an application for a new pawnshop license and shall request the assistance of the Police Chief and any other person who has knowledge of the facts contained in the application or who is authorized to investigate these facts.
- F. *Standards For Issuance.* No license shall be issued to any person who:

1. Is not of good moral character, or to any pawnshop employing persons who are not of good moral character;
2. Makes a false statement of material facts in the application for a license or renewal license;
3. Fails to show that the pawnshop will be operated lawfully and fairly within the purposes of the Chapter;
4. Has a felony or misdemeanor conviction which either directly relates to the duties and responsibilities of the occupation of pawnbroker or which otherwise makes the applicant presently unfit for a license;
5. Does not have net assets of at least fifty thousand dollars (\$50,000.00) readily available for use in conducting business as a pawnshop for each licensed pawnshop; or
6. Does not file with the City Clerk a bond satisfactory to the City Clerk in an amount of five thousand dollars (\$5,000.00) with a surety company qualified to do business in the City. The aggregate liability of such surety shall not exceed the amount stated in the bond. The bond shall run to the City for the use of the City and of any person(s) who may have a cause of action against the obligor of such bond under the provisions of this Chapter. Such bond shall be conditioned that the obligor will comply with the provisions of this Chapter and by all rules and regulations adopted by the City Clerk and will pay to the City and to any such person(s) any and all amounts of money that may become due or owing to the City or to such person(s) from such obligor under and by virtue of the provision of this Chapter or any rules adopted by the City Clerk pursuant to this Chapter during the time such bond is in effect.

If the City Clerk is unable to verify that the applicant meets the net assets requirement for a licensed pawnshop as required by Subparagraph (5) of this Subsection, the City Clerk may require a finding, including the presentation of a current balance sheet, by an independent certified public accountant, that the accountant has reviewed the books and records of the applicant, and that the applicant meets the net assets requirement of this Chapter.

- G. *Exemption From Requirement For New Pawnshop License In The City.* No person who is lawfully operating a pawnshop on the date of the enactment of this Chapter shall be required to obtain a license under this Section in order to continue operating such pawnshop, so long as such person does not violate any other provisions of Sections 367.011 to 367.060, RSMo., or this Chapter. Such persons may continue to operate those pawnshops then in existence, but thereafter must receive annual renewal. Such persons shall be required to pay the five hundred dollars (\$500.00) annual fee prescribed in Subsection (I), but such payment shall be in lieu of any occupational license fee.
- H. *Subsequent License Applications.* Subsequent to the first (1<sup>st</sup>) year for which a license is issued to a pawnbroker, each pawnbroker shall make a renewal application to the City Clerk. The application shall be filed by May 1st of the current license year, and shall be on the forms, and shall contain such information as the City Clerk may require. The forms shall contain such information as will assist the City Clerk in determining whether conditions have changed and whether a renewal license should be issued for the subsequent licensing year. The City Clerk may request the assistance of the Police Chief or any other City employee or person having knowledge of the truth or falsity of the matters contained in the application, or who is able to investigate those matters. The annual fee for the issuance of a renewal license is five hundred dollars (\$500.00).
- I. *Denial, Suspension Or Revocation Of License.*
1. If the City Clerk believes that any condition prevents issuance of a license or such condition has changed in the case of a renewal of a license such that the licensee would not be eligible to receive a pawnbroker's license, or that the licensee is in violation of this Chapter or any State or municipal law, the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and remedies as set out in 140.060 of the Osage Beach Municipal Code.

2. If the City Clerk believes that the licensee is capable of remedying the adverse change in conditions, and if the licensee has not previously been in violation of this Chapter or State or municipal law, the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and remedies as set out in 140.060 of the Osage Beach Municipal Code. If the City Clerk believes that the changed condition(s) are such that, if true, the licensee would not be able to remedy the situation in a reasonable time, or if the licensee has previously been in violation of this Chapter or State or municipal law, then the City Clerk shall notify the licensee in writing of the intended action and the reasons therefor and remedies as set out in 140.060 of the Osage Beach Municipal Code.
3. If the City Clerk believes that the safety, morals, or peace of residents of the City is immediately affected by the change in conditions, the City Clerk may suspend or revoke the license prior to the hearing called for below, but he/she shall afford the licensee an information meeting to determine if the emergency suspension should continue in place and the informal meeting will be within five (5) business days of the suspension or revocation. If the City Clerk believes that the changed condition is not of such imminent hazard to the safety, morals, or peace of the residents of the City, he/she shall notify the licensee in writing of the intended action and the reasons therefor and remedies as set out in 140.060 of the Osage Beach Municipal Code. This procedure shall apply to a hearing as a result of an emergency suspension described above.

*J. Issuance of Pawnshop Licenses Prohibited, When.*

1. No license shall be issued for the operation of a pawnshop as defined within this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any church or other building regularly used as a place of religious worship, school, or residentially zoned property. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.
2. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of property on which there is located another pawnshop. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.
3. No license shall be issued for the operation of a pawnshop as defined in this Chapter wherein said pawnshop will be located within one thousand (1,000) feet of any residence, unless the license shall be provided to the City Clerk written authorization for such operation from the owner of record of such property and each adult resident thereof. The one-thousand-foot distance provided for in this Section shall be measured from the center threshold of the main entrances of such premises by the most direct walking route.

## **Section 615.250. Record Requirements of Pawnshop Operations.**

- A. *Pawn Number.* The pawnbroker shall affix to each item of tangible personal property a tag upon which shall be inscribed a pawn number of legible characters which shall correspond to the number of any pawn ticket or receipt for payment.
- B. *Pawn Ticket for Pledged Property, Contents, Loss of, Effect.* At the time of making the secured personal credit loan, the lender shall execute and deliver to the borrower a pawn ticket for, and describing, the tangible personal property subjected to the security interest to secure the payment of the loan. The receipt shall contain the following:
  1. The name and address of the pawnshop;

2. The name and address of the pledgor, date of birth, height, weight, sex, race or nationality, and the driver's license number, military identification number, identification certificate number, or other official number capable of identifying the pledgor;
  3. The date of the transaction;
  4. An identification and description of the pledged goods, including but not limited to serial numbers, if reasonably available, and an estimated value of each item pledged;
  5. The amount of cash advanced or credit extended to the pledgor;
  6. The amount of the pawn service charged;
  7. The total amount which must be paid to redeem the pledged goods on the maturity date;
  8. The maturity date of the pawn transaction;
  9. A statement to the effect that the maximum legal interest rate may not exceed two percent (2%) per month on the amount of any loan; and
  10. A statement to the effect that the pledgor is not obligated to redeem the pledged goods, and that the pledged goods may be forfeited to the pawnbroker sixty (60) days after the specified maturity date.
- C. *Employee Registration.* Every employee of a pawnshop shall, within thirty (30) days from the issuance of any license, register his/her name and address with the Police Department of the City and shall have had his/her thumbprints, fingerprints and photograph taken and filed with the City. The term "employee" means all persons working in a pawnshop, including any owner, any officer, treasurer, or stockholder if the owner is a corporation, any partner or any other person who receives income in any manner from engaging in the operation of said pawnshop.
- D. *Affidavit of Lost Ticket.* If a pawn ticket is lost, destroyed, or stolen, the pledgor may so notify the pawnbroker in writing, and receipt of such notice shall invalidate such pawn ticket, if the pledged goods have not previously been redeemed. Before delivering the pledged goods or issuing a new pawn ticket, the pawnbroker shall require the pledgor to make a written affidavit of the loss, destruction, or theft of the ticket. The pawnbroker shall record on the written statement the identifying information required, the date the statement is given, and the number of pawn tickets lost, destroyed, or stolen. The affidavit shall be signed by a notary public appointed by the Secretary of State pursuant to Section 486.205, RSMO., to perform notarial acts in this State.
- E. *Receipt For Payment To be Furnished.* Upon any payment by a pledgor, or upon the redemption of any pledge, the pawnbroker shall furnish to the pledgor a written signed receipt indicating the exact amount paid on principal, interest and any other charges. Said written receipt shall be either printed or stamped with the name of the pawnbroker and the address, shall include the date of payment and shall be legibly written so that the figures thereon are clearly discernible.
- F. *Pawn Register.* Each pawnbroker shall keep a register of all items pawned at each pawnshop, which register shall contain the information listed in Subsections (A) and (B) of this section. This record shall be kept in a bound book, or in a continuous sheet of paper or tape, handwritten in ink or typed using a ribbon other than carbon, so that it will be obvious if an entry has been erased, obliterated or defaced. Such information may be made on cards, individual sheets or other pads if each sheet or card is numbered, so that if an entry is removed it will be obvious.
- G. *Monthly.* Each pawnbroker must, before the hour of 5:00 p.m. of end of the last working day of the month, make and deliver to the Police Chief at the Police Department a full, true and detailed copy of the month's pawn register. If no article or thing has been pawned or received during said month, a report must be made to that effect.

The pawnbroker may be required, in accordance with local ordinances, to furnish appropriate law enforcement authorities with copies of information contained in 615.250(B)(1-4) and information contained in Section 367.040(6), RSMo. The pawnbroker may satisfy such requirements by

transmitting such information electronically to a database in accordance with this section, except that paper copies shall be made available for on-site inspection upon request of any appropriate law enforcement authority.

H. *Photographic Records.*

1. All pawnbrokers shall install a proper camera in operative condition and shall use such equipment to photograph every person and the receipts of pawnshop tickets given to such persons with all loan and with all purchases of item from persons.
2. All pawnbrokers shall display, in a prominent place, a notice to customers that they are required to be photographed when they pawn, sell, or offer as part or full payment, and item to the pawnbroker.
3. All such photographs shall be available for development, and developed by the pawnbroker, upon request by the Police Chief.
  - a. *Retention and use of records.* Each licensee shall keep and maintain the originals of the foregoing records, or an original copy as may be appropriate, for a period of at least two (2) years from the date of the last transaction recorded therein, and each such record shall at all reasonable time be open to inspection by the Police Chief or his/her designee, or at his/her discretion.

**Section 615.260 Operational Regulations.**

- A. *Interest Rates.* It shall be unlawful for any pawnbroker to charge interest exceeding two percent (2%) per month on any pledge. All pawnbrokers shall display, in a prominent place a notice to customers that the maximum legal interest rate may not exceed two percent (2%) per month on the amount of any loan.
- B. *Safekeeping of Pledges.*
  1. Every pawnbroker licensed under the provisions hereof shall provide a safe place for the keeping of the pledges received by him and shall have sufficient insurance on the property held on pledges, for the benefit of the pledgors, in case of destruction by fire or loss by theft. A pawnbroker shall not fail to exercise reasonable care to protect pledged goods from loss or damage.
  2. In the event such pledged goods are lost or damaged as a result of a pawnbroker's negligence while in the possession of the pawnbroker, it shall be the responsibility of the pawnbroker to replace the lost or damaged goods with like kind of merchandise. Pawnbrokers shall not be responsible for loss of pledged articles due to acts of God, acts of war, or riots. Each lender shall employ a reputable company for the purpose of fire and theft security.
- C. *Loans Due, When – Return of Collateral, When – Restrictions.*
  1. Every secured personal credit loan shall be due and payable in lump sum thirty (30) days after the date of the loan contract, or if extended, thirty (30) days after the date of the last preceding extension of the loan, and if not so paid when due, it shall, on the next day following, be in default. The pawnbroker shall retain possession of the tangible personal property subjected to the security interest to secure payment of any secured personal credit loan for a period of sixty (60) days next following the date of default. If during the period of sixty (60) days the pledgor shall pay to the pawnbroker the principal sum of the loan, with the loan fee(s), the interest due thereon to the date of payment, the pawnbroker shall thereupon deliver possession of the tangible property to the pledgor. But if the pledgor fails during the period of sixty (60) days to make payment, then the title to the tangible personal property shall, on the day following the expiration of the period of sixty (60) days,

pass to the pawnbroker, without foreclosure, and the right of redemption by the pledgor shall be forever barred.

2. A pledgor shall have no obligation to redeem pledged goods or make any payment on a pawn transaction.
3. Any person properly identifying himself/herself and presenting a pawn ticket to the pawnbroker shall be presumed to be entitled to redeem the pledged goods described therein.

D. Hold Orders.

1. Whenever any Peace Officer has probable cause to believe that property in possession of a pawn broker licensed by the City is stolen or embezzled, said officer may place a written hold order on the property. A Hold Order required by this Section shall contain the following:
  - a. Name of the pawnbroker;
  - b. Name, title and identification number of the Peace Officer placing the hold order;
  - c. Name and address of the agency to which the Peace Officer is attached and the offense number;
  - d. Complete description of the property to be held, including model number, serial number and transaction number;
  - e. Name of the agency reporting the property to be stolen or embezzled; and
  - f. Mailing address of the pawnshop where the property is held.
2. The pawnbroker or his/her designee shall sign and date a copy of the hold order as evidence of its receipt.
3. While the Hold Order is in effect, the pawnbroker may consent to release, upon written receipt, the stolen or embezzled property to the custody of the law enforcement agency to which the Peace Officer placing the hold order is attached. Such consent shall not be considered a waiver or release of the pawnbroker's property rights or interest in the property.
4. Except as provided in Subparagraph (3) of this subsection, the pawnbroker shall not release or dispose of the property except pursuant to a court order or the termination or expiration date, if any, of the hold order including any extensions thereof.
5. In the event criminal charges have been filed in any Missouri court involving property which is in the possession of a pawnbroker licensed by the City and which may be needed as evidence, the appropriate prosecuting Attorney's office may place a written hold order on the property. Such order shall contain the case number, the style of the case and a description of the property. The pawnbroker shall hold such property until receiving notice of the disposition of the case from the prosecuting Attorney's office. The Prosecuting Attorney's office shall notify the pawnbroker in writing within fifteen (15) days of the disposition of the case.
6. Willful non-compliance by a pawnbroker with a written hold order shall be cause for the pawnbroker's license to be suspended or revoked. A Hold Order may be terminated at any time by written release from the law enforcement agency or Prosecuting Attorney placing the initial hold order.

E. *Embezzled, Stolen Or Encumbered Property – Police Cooperation.*

1. Each pawnbroker shall notify the Police of any article pledged, or attempted to be pledged, if the pawnbroker has reason to believe that said article was stolen or embezzled.
2. A pawnbroker shall have no recourse when a customer has pledged goods for the receipt of money except the pledged goods themselves, unless the pledged goods are found to be stolen, embezzled, mortgaged or otherwise pledged or encumbered. When a customer is notified by a Peace Officer that the goods he/she pledged or sold to a pawnbroker were stolen, embezzled, mortgaged or otherwise pledged or encumbered, the customer shall be liable to repay the pawnbroker the full amount the customer received from the pawn or buy

transaction. A pawnbroker shall not charge any fee relating to the restoration of such property to its rightful owner.

3. Every pawnbroker shall give the Police Chief notice of all pawned goods to be shipped out of town, which notice shall state the name of the pledgee and the destination and date of shipment. Such goods shall not be shipped for at least seven (7) days after delivery of the copy of the register to the Police Chief.
4. Every pawnbroker shall, upon request, show and exhibit to any Peace Officer any article purchased, taken, or received by the pawnbroker if the item is still in the possession of the pawnbroker.

F. *Miscellaneous Regulations.*

1. *Hours of operation.* No pawn shop shall be open for business or receive as pawned, pledged, or purchased, or upon any condition whatsoever, any article of personal property or other valuable thing between the hours of 8:00 p.m. on any day and 7:00 a.m. on the following day.
2. *Keeping items seven (7) days.* No pawnbroker shall destroy, melt down, dispose of, sell or deliver to any other person any item of tangible personal property until seven (7) days have passed from the date the item was received.
3. *Dealing in weapons prohibited, when.* No pawnbroker shall receive as security or otherwise conduct any transaction involving any kind of firearm, revolver, pistol, rifle, bowie knife, spring back knife, razor, metal knuckles, bill, sword, cane, dirk, dagger, or other similar weapon, unless said pawnbroker is otherwise licensed by applicable State and Federal law to purchase and sell such weapons.
4. *Secondhand goods.* A pawnbroker shall not purchase or take in trade used or secondhand personal property unless a record is established that contains:
  - a. The name, address, physical description, and the driver's license number, military identification number, identification certificate number, or other official number capable of identifying the seller;
  - b. A complete description of the property, including the serial number, if reasonably available, or other identifying characteristic; and
  - c. A signed document from the seller providing that the seller has the right to sell the property.
5. *No barred windows or doors on exterior of building.* No building in which a pawnbroker shall conduct business shall have any bars or similar security features or structures installed on the exterior of any window or door.
6. *Additional restrictions.* A pawnbroker shall not:
  - a. Accept a pledge from a person who is under eight (18) years of age;
  - b. Make any agreement requiring the personal liability of a pledgor in connection with a pawn transaction;
  - c. Accept any waiver, in writing or otherwise, of any right or protection accorded a pledgor under this Chapter or other law; or
  - d. Fail to exercise reasonable care to protect pledged goods from loss or damage;
  - e. Fail to return pledged goods to a pledgor upon payment of the full amount due the pawnbroker on the pawn transaction.

**Section 615.270 Enactment of Rules and Regulations.**

The City Clerk may issue such rules and regulations as he/she deems necessary to implement this Chapter and the policies contained herein.

**Section 615.280 Penalty.**

Any person operating a pawnshop without a license or otherwise in violation of the standards and requirements provided herein shall be guilty of a violation of this Section and, upon conviction thereof, shall be punished as provided in Section 100.190 of this Code.

Section 2. Severability

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. Effective Date.

This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.15 was duly passed on \_\_\_\_\_,  
by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby approve Ordinance No. 18.15.

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

John Olivarri, Mayor

\_\_\_\_\_

Cynthia Lambert, City Clerk

**City of Osage Beach Agenda****Item Summary Date of Board of****Aldermen Meeting:**03/22/18**Originator: (Name/Title)** Nicholas Edelman, Public Works Director**Date Submitted:** 02/23/18**Agenda Item Title:**

Bill 18-16 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to execute Contract OB18-004 with Corrective Asphalt Materials, LLC for the Sealcoat Project 2018.

**Presented by: (Name/Title)** Nicholas Edelman, Public Works Director**Requested Action:**
☐  
☒  
☐  
☐
**Motion to Approve****First Reading of Bill #** 18-16**Second Reading of Bill #** \_\_\_\_\_**Resolution #** \_\_\_\_\_
☐  
☐  
☐
**Proclamation****Public Hearing****Other (Describe)****Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action: YES** ☐ **NO** ☒

If yes, explain:

**Fiscal Impact:****Not Applicable** ☐**Budgeted Item: YES** ☒ **NO** ☐

If no, provide funding source: \_\_\_\_\_

**Budget Line Item/Title:** 20-00-764206/Seal**FY** 18 **Budgeted Amount:** \$ 781,041.00**Expenditures to Date** 03/13/18: (\$ 200.25**Available:** \$ 780,840.75**Requested Amount:** \$ 22,978.64**Attachments: YES** ☐ **NO** ☐

If yes, list attachments:

Bill 18.16, Contract, Bid Tab

**Department Comments and Recommendation:**

This project is to sealcoat Barry Prewitt Rd and Nichols Rd. We received one bid. The low bidder is Corrective Asphalt Materials with a bid of \$22,978.64.

The budgeted amount for this part of the project was \$29,287.00.

We are using Reclamite on this project. We used Reclamite on Passover between Osage Beach Parkway and Lands End. We also had a test strip done on the new portion of Armory. We had good results with this project.

We have worked with Corrective Asphalt Materials with good results. This work will be done in the Fall of 2018.

The Public Works Department recommends approval of this bill.

**City Administrator Comments and Recommendation:**

I concur with the recommendation of the Public Works Director.

BILL NO. 18-16

ORDINANCE NO. 18.16

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB18-004 WITH CORRECTIVE ASPHALT MATERIALS, LLC FOR THE SEALCOAT PROJECT 2018.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Corrective Asphalt Materials, LLC substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Twenty-Two Thousand Nine Hundred Seventy-Eight Dollars and Sixty-Four Cents (\$22,978.64).

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 18.16 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby approve Ordinance No. 18.16.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Olivarri, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Lambert, City Clerk

## SEALCOAT PROJECT 2018

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Corrective Asphalt Materials, LLC** a **Limited Liability Company** of **South Roxana, Illinois** qualified to do business in the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such notice, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said notice;

WHEREAS, the Owner, in the manner prescribed by law, has notice publicly opened, examined and canvassed the bids submitted in response to the published notice therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Notice to Bidders, Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

## SEALCOAT PROJECT 2018

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Twenty-two thousand nine hundred seventy-eight dollars and sixty-four cents (\$22,978.64)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Forty-five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

\_\_\_\_\_  
Owner, Party of the First Part

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name and Title

(SEAL)

\*\*\*\*\*  
\*\*\*

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
Contractor, Party of the Second Part

By \_\_\_\_\_  
Name and Title

IF A CORPORATION

ATTEST:

\_\_\_\_\_  
Contractor, Party of the Second Part

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Name and Title

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of  
\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said  
corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged  
said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Within and For Said County and State

**BID TABULATION**

City of Osage Beach, MO

Sealcoat Project 2018

Osage Beach Project # OB18-004

| Bids      |                  |                    | Engineer Estimate |                  | Corrective Asphalt Materials LLC |                  |
|-----------|------------------|--------------------|-------------------|------------------|----------------------------------|------------------|
| Item No.  | Description      | Est. Quantity Unit | Unit Price        | Extension Figure | Unit Price                       | Extension Figure |
| 1         | Barry Prewitt Rd | 11,920 SY          | \$0.90            | \$ 10,728.00     | \$0.92                           | \$ 10,966.40     |
| 2         | Nichols Rd       | 7,622 SY           | \$0.90            | \$ 6,859.80      | \$0.92                           | \$ 7,012.24      |
| 3         | Force Account    | 1 LS               | \$5,000.00        | \$ 5,000.00      | \$5,000.00                       | \$ 5,000.00      |
| Total Bid |                  |                    | \$22,587.80       |                  | \$22,978.64                      |                  |

**City of Osage Beach Agenda****Item Summary Date of Board of****Aldermen Meeting:**03/22/18**Originator: (Name/Title)** Ty Dinsdale, Airport Manager**Date Submitted:** 03/05/18**Agenda Item Title:**

Bill 18-17 – Authorizing the Mayor to execute AMENDMENT #2 to the State Block Grant Agreement for Project 15-045B-1 Lee C. Fine Parallel Taxiway Reconstruction with the Missouri Highways and Transportation Commission.

**Presented by: (Name/Title)** Ty Dinsdale, Airport Manager**Requested Action:**☐

Motion to Approve

☒**First Reading of Bill #** 18-17☒**Second Reading of Bill #** 18-17☐**Resolution #** \_\_\_\_\_☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:** YES ☒ NO ☐

If yes, explain:

This agreement needs to be signed and back to MoDot by May 1, 2018

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☒

If no, provide funding source: \_\_\_\_\_

**Budget Line Item/Title:** \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount:

\$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_:

(\$ \_\_\_\_\_)

Available:

\$ \_\_\_\_\_ 0.00

Requested Amount:

\$ \_\_\_\_\_

**Attachments:** YES ☒ NO ☐

If yes, list attachments:

Bill 18.17, Grant Agreement and Grant Assurances

**Department Comments and Recommendation:**

This agreement will allow the Lee C Fine Taxiway Reconstruction Engineering & Design Phase 2 project end date of November 30, 2017 to be extended to September 30, 2018, to allow for completion of the work.

The Airports and Public Works Department recommends approval.

**City Administrator Comments and Recommendation:**

I concur with the department's recommendation.

BILL NO. 18-17

ORDINANCE NO. 18.17

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2 TO THE STATE BLOCK GRANT AGREEMENT FOR PROJECT 15-045B-1 LCF PARALLEL TAXIWAY RECONSTRUCTION WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

WHEREAS, the City of Osage Beach entered into an agreement with the Missouri Highways and Transportation Commission for the project titled Reconstruct Parallel Taxiway-Phase 1 Design at the Lee C. Fine Memorial Airport; and

WHEREAS, the City desires to enter into Amendment #2 to complete, extend or continue the original agreement.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT.

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City amendment 2 to the state block grant agreement for project 15-045B-1 LCF parallel taxiway reconstruction with the Missouri Highways and Transportation Commission, under substantially the same as under the terms set forth in Exhibit A.

Section 2. The project time period of November 30, 2017, will be extended to September 30, 2018 to allow for completion of the work.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

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

I hereby certify that the above Ordinance No. 18.17 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby approve Ordinance No. 18.17.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Cynthia Lambert, City Clerk

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 03/17 (MWH)

Modified:

Sponsor: City of Osage Beach

Project No.: 15-046B-1

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

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

**AMENDMENT #2**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on March 17, 2016, and executed by the Commission on March 29, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Two Hundred Two Thousand One Hundred Fifteen Dollars (\$202,115) to the Sponsor to assist with Reconstruct Parallel Taxiway-Phase 1 Design; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on November 9, 2016, and executed by the Commission on November 15, 2016, (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed One Million Nine Hundred Ninety-Five Thousand Three Hundred Thirty-One Dollars (\$1,995,331) to the Sponsor to assist with Reconstruct Parallel Taxiway-Phase 1 Design and Construction; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME SCHEDULE: Based upon the revised project schedule, the project time period of November 30, 2017 will be extended to September 30, 2018, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(2) ADDITIONAL PROVISIONS: The following provisions are applicable:

(A) The project will be carried out in accordance with the assurances

(Exhibit 1) given by the Sponsor to the Commission as specified in this Amendment #2.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before May 1, 2018, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF OSAGE BEACH – LEE C.  
FINE**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Title \_\_\_\_\_

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

**CITY OF OSAGE BEACH - LEE C. FINE**

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

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

Date \_\_\_\_\_

## **APPENDIX**

### **STATE BLOCK GRANT AGREEMENT**

#### **Purpose**

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

**EXHIBIT 1**

## Aviation - Grant Programs, Documentation, Guidance

### State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
  - About the Handbook (26 kb, 1 page)
  - Index (57 kb, 3 pages)
  - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
  - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
  - Section 3 - Airport Planning Projects (29 kb, 4 pages)
  - Section 4 - Land Acquisition (14 kb, 3 pages)
  - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
  - Section 6 - Project Development (77 kb, 11 pages)
  - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
  - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- **FAA Airport Sponsor Guide**

### State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages)
- State Required Documentation Checklist (44 kb, 1 page)

### Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages)
- MoDOT AirportIQ System Manager (ASM) Website

### Financial Forms

- Grant Funding Application (424 kb, 22 pages)
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page)
- Request for Payment (State 90%) (100 kb, 1 page)

### Consultant Procurement

- Sample Advertisement Consultant Selection
- ACEC MO Qualifications Based Selection (QBS) Guidance
- MSPE Qualifications Based Selection (QBS) Guidance

### Federally Funded Projects

- FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- Aviation Project Consultant Agreement (256 kb, 43 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page)
  - Exhibit V - Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page)
  - Exhibit V - Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

#### State Funded Projects

- Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
  - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

#### Airports Resources

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

#### Land Acquisition

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

#### Environmental

- Environmental Guidance
- Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page)
- Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages)
- Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

#### Compliance

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

#### Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

#### Engineering, Design, and Construction

- **Sponsor Certifications For Federally Funded Projects**
  - Sponsor Certification for Conflict of Interest
  - Sponsor Certification for Drug-Free Workplace
  - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
  - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
  - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
  - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

*Federal Projects*

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

*Federal & State Projects*

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

*Federal Projects*

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

*Federal & State Projects*

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

*Federally Funded Projects*

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

*Federal & State Projects*

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

*State Funded Projects*

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
- MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
- MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
- MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)

- MO-706 Prefabricated Underdrains (54 kb, 5 pages)
  - MO-901 Seeding (71 kb, 7 pages)
  - MO-905 Topsoiling (25 kb, 2 pages)
  - MO-908 Mulching (27 kb, 2 pages)
- **MoDOT Electrical Specifications** (State Funded Projects)
  - MO-101 Airport Rotating Beacons (39 kb, 5 pages)
  - MO-103 Airport Beacon Towers (36 kb, 4 pages)
  - MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
  - MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
  - MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
  - MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
  - MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
  - MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

## Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address  
[http://www.faa.gov/airports/central/aip/sponsor\\_guide/](http://www.faa.gov/airports/central/aip/sponsor_guide/)

### **100 - Airport Improvement Program (AIP)**

- 110 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

### **200 - Civil Rights**

- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

### **300 - Procurement of Professional Services**

- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

### **400 - Procurement**

- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

### **500 - Airport Planning**

- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 570 - Apron Design
- 580 - Planning Resources

### **600 - Project Formulation**

- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 - FAA Reimbursable Agreements

### **700 - Grant Implementation**

- 710 - Project Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

### **800 - Sponsor Certification**

### **900 - Project Design Development Projects**

- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction

**1000 - Construction Phase**

- 1010 - Bidding
- 1020 - Contract Award
- 1030 - Construction Observation Program
- 1040 - Preconstruction Conference
- 1050 - Notice-to-Proceed
- 1060 - Labor Provisions
- 1070 - Inspections
- 1080 - Contract Modifications

**1100 - Runway Commissioning**

- 1110 - Airports Geographic Information Systems (AGIS)
- 1120 - Revising Airport Aeronautical Information
- 1130 - Runway Commissioning Data
- 1140 - Commissioning of Non-Federal VGSI

**1200 - Equipment Projects**

- 1210 - Federal Provisions
- 1220 - Sample Bid Documents

**1300 - Airport Land Acquisition**

- 1310 - Land Acquisition Requirements
- 1320 - Environmental Site Assessment
- 1320 - Satisfactory Evidence of Good Title

**1400 - Sponsor Force Accounts**

- 1410 - Force Account Overview
- 1420 - Force Account Engineering Services
- 1430 - Construction Force Account

**1500 - Grant Payments**

- 1510 - DELPHI eInvoicing System
- 1520 - Making the Grant Drawdown
- 1530 - Invoice Summary
- 1540 - Financial Reports
- 1550 - Payment History
- 1560 - Improper Payments

**1600 - Grant Closeout**

- 1610 - Development Project Closeout
- 1620 - Equipment Project Closeout
- 1630 - Planning Grant Closeout
- 1640 - Grant Amendment

**1700 - Post Grant Obligations**

- 1710 - Record Keeping
- 1720 - Audit Requirements
- 1730 - Financial Reports
- 1740 - Compliance
- 1750 - Pavement Maintenance
- 1760 - Release of Airport Property



**FAA  
Airports**

## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

### 3. Airport Planning Undertaken by a Sponsor.

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

## C. Sponsor Certification.

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

### 1. General Federal Requirements.

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

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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

### **Federal Regulations**

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

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

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### **Specific Assurances**

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

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### **Footnotes to Assurance C.1.**

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

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

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

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

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

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

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

### **a. Public Agency Sponsor:**

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

### **b. Private Sponsor:**

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

## **3. Sponsor Fund Availability.**

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

## **4. Good Title.**

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

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

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

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

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

## **21. Compatible Land Use.**

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

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

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

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

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

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

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

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

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

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

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

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

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

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

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

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

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

| NUMBER                        | TITLE                                                          |
|-------------------------------|----------------------------------------------------------------|
| 70/7460-1L                    | Obstruction Marking and Lighting                               |
| 150/5020-1                    | Noise Control and Compatibility Planning for Airports          |
| 150/5070-6B<br>Changes 1 - 2  | Airport Master Plans                                           |
| 150/5070-7<br>Change 1        | The Airport System Planning Process                            |
| 150/5100-13B                  | Development of State Standards for Nonprimary Airports         |
| 150/5200-28E                  | Notices to Airmen (NOTAMS) for Airport Operators               |
| 150/5200-30C<br>Change 1      | Airport Winter Safety And Operations                           |
| 150/5200-31C<br>Changes 1 - 2 | Airport Emergency Plan                                         |
| 150/5210-5D                   | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| 150/5210-7D                   | Aircraft Rescue and Fire Fighting Communications               |
| 150/5210-13C                  | Airport Water Rescue Plans and Equipment                       |
| 150/5210-14B                  | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing    |
| 150/5210-15A                  | Aircraft Rescue and Firefighting Station Building Design       |
| 150/5210-18A                  | Systems for Interactive Training of Airport Personnel          |

| NUMBER                         | TITLE                                                                                                                                          |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 150/5210-19A                   | Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports                                                                   |
| 150/5220-10E                   | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles                                                                      |
| 150/5220-16D                   | Automated Weather Observing Systems (AWOS) for Non-Federal Applications                                                                        |
| 150/5220-17B                   | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities                                                                                   |
| 150/5220-18A                   | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials                                                  |
| 150/5220-20A                   | Airport Snow and Ice Control Equipment                                                                                                         |
| 150/5220-21C                   | Aircraft Boarding Equipment                                                                                                                    |
| 150/5220-22B                   | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns                                                                            |
| 150/5220-23                    | Frangible Connections                                                                                                                          |
| 150/5220-24                    | Foreign Object Debris Detection Equipment                                                                                                      |
| 150/5220-25                    | Airport Avian Radar Systems                                                                                                                    |
| 150/5220-26,<br>Change 1       | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment                                             |
| 150/5300-7B                    | FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes                                                               |
| 150/5300-13A,<br>Change 1      | Airport Design                                                                                                                                 |
| 150/5300-14C                   | Design of Aircraft Deicing Facilities                                                                                                          |
| 150/5300-16A                   | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C                   | Standards for Using Remote Sensing Technologies in Airport Surveys                                                                             |
| 150/5300-18C                   | Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS                                                               |
| 150/5320-5D                    | Airport Drainage Design                                                                                                                        |
| 150/5320-6E                    | Airport Pavement Design and Evaluation                                                                                                         |
| 150/5320-12C,<br>Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces                                                         |

| NUMBER       | TITLE                                                                                                   |
|--------------|---------------------------------------------------------------------------------------------------------|
| 150/5320-15A | Management of Airport Industrial Waste                                                                  |
| 150/5235-4B  | Runway Length Requirements for Airport Design                                                           |
| 150/5335-5C  | Standardized Method of Reporting Airport Pavement Strength - PCN                                        |
| 150/5340-1L  | Standards for Airport Markings                                                                          |
| 150/5340-5D  | Segmented Circle Airport Marker System                                                                  |
| 150/5340-18F | Standards for Airport Sign Systems                                                                      |
| 150/5340-26C | Maintenance of Airport Visual Aid Facilities                                                            |
| 150/5340-30H | Design and Installation Details for Airport Visual Aids                                                 |
| 150/5345-3G  | Specification for L-821, Panels for the Control of Airport Lighting                                     |
| 150/5345-5B  | Circuit Selector Switch                                                                                 |
| 150/5345-7F  | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                      |
| 150/5345-10H | Specification for Constant Current Regulators and Regulator Monitors                                    |
| 150/5345-12F | Specification for Airport and Heliport Beacons                                                          |
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                                       |
| 150/5345-27E | Specification for Wind Cone Assemblies                                                                  |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems                                                        |
| 150/5345-39D | Specification for L-853, Runway and Taxiway Retro reflective Markers                                    |
| 150/5345-42H | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories            |
| 150/5345-43G | Specification for Obstruction Lighting Equipment                                                        |
| 150/5345-44K | Specification for Runway and Taxiway Signs                                                              |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures                                                                   |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures                                                     |

| NUMBER                  | TITLE                                                                                    |
|-------------------------|------------------------------------------------------------------------------------------|
| 150/5345-47C            | Specification for Series to Series Isolation Transformers for Airport Lighting Systems   |
| 150/5345-49C            | Specification L-854, Radio Control Equipment                                             |
| 150/5345-50B            | Specification for Portable Runway and Taxiway Lights                                     |
| 150/5345-51B            | Specification for Discharge-Type Flashing Light Equipment                                |
| 150/5345-52A            | Generic Visual Glideslope Indicators (GVGI)                                              |
| 150/5345-53D            | Airport Lighting Equipment Certification Program                                         |
| 150/5345-54B            | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A            | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure         |
| 150/5345-56B            | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)           |
| 150/5360-12F            | Airport Signing and Graphics                                                             |
| 150/5360-13<br>Change 1 | Planning and Design Guidelines for Airport Terminal Facilities                           |
| 150/5360-14             | Access to Airports By Individuals With Disabilities                                      |
| 150/5370-2F             | Operational Safety on Airports During Construction                                       |
| 150/5370-10G            | Standards for Specifying Construction of Airports                                        |
| 150/5370-11B            | Use of Nondestructive Testing in the Evaluation of Airport Pavements                     |
| 150/5370-13A            | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt                         |
| 150/5370-15B            | Airside Applications for Artificial Turf                                                 |
| 150/5370-16             | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements                |
| 150/5370-17             | Airside Use of Heated Pavement Systems                                                   |
| 150/5380-6C             | Guidelines and Procedures for Maintenance of Airport Pavements                           |
| 150/5380-9              | Guidelines and Procedures for Measuring Airfield Pavement Roughness                      |
| 150/5390-2C             | Heliport Design                                                                          |

| NUMBER      | TITLE          |
|-------------|----------------|
| 150/5395-1A | Seaplane Bases |

### THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

| NUMBER                        | TITLE                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------|
| 150/5100-14E,<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17,<br>Changes 1 - 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-15A                  | Use of Value Engineering for Engineering Design of Airports Grant Projects                   |
| 150/5320-17A                  | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals                              |
| 150/5370-12B                  | Quality Control of Construction for Airport Grant Projects                                   |
| 150/5380-6C                   | Guidelines and Procedures for Maintenance of Airport Pavements                               |
| 150/5380-7B                   | Airport Pavement Management Program                                                          |
| 150/5380-9                    | Guidelines and Procedures for Measuring Airfield Pavement Roughness                          |

**City of Osage Beach Agenda****Item Summary Date of Board of****Aldermen Meeting:**03/22/18**Originator: (Name/Title)** Mike Welty, Assistant City Administrator**Date Submitted:** 03/06/18**Agenda Item Title:**

Bill 18-18 - Authorizing the Mayor to execute a service agreement with Tyler Technology for the new Executime Payroll Management System and approving the purchase, installation, and support for the product.

**Presented by: (Name/Title)** Mike Welty, Assistant City Administrator**Requested Action:**
☐  
☒  
☐  
☐
**Motion to Approve****First Reading of Bill #** 18.18**Second Reading of Bill #** \_\_\_\_\_**Resolution #** \_\_\_\_\_
☐  
☐  
☐
**Proclamation****Public Hearing****Other (Describe)****Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:** YES ☒ NO ☐**If yes, explain:**

We need to proceed, in order to get scheduled with Tyler Technology for installation, training, and support before the end of 2018.

**Fiscal Impact:****Not Applicable** ☐**Budgeted Item:** YES ☒ NO ☐**If no, provide funding source:** \_\_\_\_\_**Budget Line Item/Title:** 10-19-774251 - Computer Software**FY** 18 **Budgeted Amount:** \$ 25,006.00**Expenditures to Date** \_\_\_\_\_: (\$ 0.00)**Available:** \$ 25,006.00**Requested Amount:** \$ 19,236.00**Attachments:** YES ☒ NO ☐**If yes, list attachments:**

Bill 18.17, Software Service Agreement, Quote

**Department Comments and Recommendation:**

Attached is the service agreement for the Executime software and the sales quote for the purchase of the hardware, software, and yearly support services. The City Attorney, Ed Rucker, has review the agreement and we are ready to proceed.

The total project cost = \$28,816. The project has been budgeted within 2 categories - Computer Software and Computer Equipment, the breakdown of each is as follows:

**10-19-774251/Computer Software**

FY18 Budgeted amount \$25,006.00

Expenditures to date 0

Available \$25,006.00

Requested Amount \$19,236.00

Software cost includes installation and software support for the first year. After that, a recurring software support cost will be \$8,235.00 yearly.

**10-19-774250/Computer Equipment**

FY18 Budgeted amount \$15,050.00

Expenditures to date 0

Available \$15,050.00

Requested Amount \$ 9,580.00

There may be an additional cost for the installation of the hardware estimated at less than \$500.00. Each of the proximity readers comes with a 1 year warranty.

This product will integrate with Incode, the City's financial software package and gives us the ability to more accurately track hours worked, reduces the amount of input needed by HR and City Treasurer staff, allows for several different types of input including a mobile application, and much more.

Administration and Human Resources recommend approval.

**City Administrator Comments and Recommendation:**

This is the new timesheet/payroll system that is budgeted in

FY2018. I concur with the department's recommendation.

BILL NO. 18-18

ORDINANCE NO. 18.18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH TYLER TECHNOLOGY FOR THE NEW EXECUTIME PAYROLL MANAGEMENT SYSTEM AND APPROVING THE PURCHASE, INSTALLATION, AND SUPPORT FOR THE PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a service agreement with Tyler Technologies for the New Executime Payroll Management System. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Twenty-Eight Thousand Eight Hundred Sixteen Dollars. (\$28,816.00)

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 18.18 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

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

I hereby approve Ordinance No. 18.18.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Olivarri, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Lambert, City Clerk



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Osage Beach, MO.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and

includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
  - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
  - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of

commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the

initial term;

- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court

of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- |           |                                    |
|-----------|------------------------------------|
| Exhibit A | Investment Summary                 |
| Exhibit B | Invoicing and Payment Policy       |
|           | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement            |
|           | Schedule 1: Support Call Process   |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Osage Beach

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Counsel

Address for Notices:

City of Osage Beach  
1000 City Parkway  
Osage Beach, MO 65065  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For  
 City of Osage Beach  
 1000 City Pkwy  
 Osage Beach, MO 65065-3058  
 Phone: +1 (573) 302-2000

Quoted By: Robb Ann Perry  
 Quote Expiration: 8/4/2018  
 Quote Name: City of Osage Beach -ExecuTime T&A  
 Quote Number: 2018-43812  
 Quote Description: Executime Enterprise (Cloud/SaaS)

#### Tyler Software and Related Services - SaaS

| Description                                       | One Time Fees |            | Data Conversion | # Years | Annual Fee |
|---------------------------------------------------|---------------|------------|-----------------|---------|------------|
|                                                   | Impl. Hours   | Impl. Cost |                 |         |            |
| ExecuTime                                         |               |            |                 |         |            |
| ExecuTime Time & Attendance Mobile Access License | 0             | \$0        | \$0             |         | \$936      |
| ExecuTime Advanced Scheduling Mobile              | 0             | \$0        | \$0             |         | \$733      |
| ExecuTime Time & Attendance - Up to 150ee         | 40            | \$5,000    | \$0             |         | \$3,435    |
| Advanced Scheduling - Up to 25ee                  | 48            | \$6,000    | \$0             |         | \$3,131    |
| Sub-Total:                                        |               | \$11,000   | \$0             |         | \$8,235    |
| TOTAL:                                            | 88            | \$11,000   | \$0             | 3       | \$8,235    |

#### Other Services

| Description                               | Quantity | Unit Price | Extended Price | Maintenance |
|-------------------------------------------|----------|------------|----------------|-------------|
| Incode Import Interface (using ExecuTime) | 1        | \$0        | \$0            | \$0         |
| Incode Export Interface (using ExecuTime) | 1        | \$0        | \$0            | \$0         |
| TOTAL:                                    |          |            | \$0            | \$0         |

#### 3rd Party Hardware, Software and Services

| Description                   | Quantity | Unit Price | Unit Discount | Total Price | Maintenance | Maintenance Discount | Total Maintenance |
|-------------------------------|----------|------------|---------------|-------------|-------------|----------------------|-------------------|
| Touchscreen: Proximity Reader | 4        | \$2,395    | \$0           | \$9,580     | \$0         | \$0                  | \$0               |
| TOTAL:                        |          |            |               | \$9,580     |             |                      | \$0               |

#### Summary

|                                                   | One Time Fees | Recurring Fees |
|---------------------------------------------------|---------------|----------------|
| Total Tyler SaaS                                  | \$0           | \$8,235        |
| Total Tyler Services                              | \$11,000      | \$0            |
| Total Third Party Hardware, Software and Services | \$9,580       | \$0            |
| Summary Total                                     | \$20,580      | \$8,235        |
| Contract Total                                    | \$28,815      |                |



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
  - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

|                                                              |     |
|--------------------------------------------------------------|-----|
| Acceptance of Change Management Discovery Analysis           | 15% |
| Delivery of Change Management Plan and Strategy Presentation | 10% |
| Acceptance of Executive Playbook                             | 15% |
| Acceptance of Resistance Management Plan                     | 15% |
| Acceptance of Procedural Change Communications Plan          | 10% |
| Change Management Coach Training                             | 20% |
| Change Management After-Action Review                        | 15% |

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

|              |                                                                     |
|--------------|---------------------------------------------------------------------|
| Bank:        | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA:         | 121000248                                                           |
| Account:     | 4124302472                                                          |
| Beneficiary: | Tyler Technologies, Inc. – Operating                                |



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will

be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

#### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be

reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

|                          |                  |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

##### Return Day

|                                       |                             |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon              | Breakfast                   |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch         |
| Return after 7:00 p.m.*               | Breakfast, lunch and dinner |

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

|           |     |
|-----------|-----|
| Breakfast | 15% |
| Lunch     | 25% |
| Dinner    | 60% |

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

#### III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief                                                                       |
|---------------------|-------------------|-------------------------------------------------------------------------------------|
| 100%                | 98-99%            | Remedial action will be taken.                                                      |
| 100%                | 95-97%            | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100%                | <95%              | 5% credit of fee for affected calendar quarter will be posted to next billing cycle |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

#### IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

#### V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## Exhibit C

### Schedule 1

### Support Call Process

#### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

#### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

#### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

|                  |                        |
|------------------|------------------------|
| New Year's Day   | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Labor Day        |                        |

#### Issue Handling

##### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level    | Characteristics of Support Incident                                                                                                                                                                                                                 | Resolution Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>Critical     | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.                                         |
| 2<br>High         | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.                                                                                            | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.                                     |
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.                                                            | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                                                                                 | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.                                                                                                                                                                                                                                           |

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**City of Osage Beach Agenda****Item Summary** Date of Board of

Aldermen Meeting:

03/22/18Originator: *(Name/Title)* Todd Davis, Police ChiefDate Submitted: 02/26/18**Agenda Item Title:**

MoDOT's Traffic and Highway Safety Division's City Council Authorization Form

Presented by: *(Name/Title)* Todd Davis, Police Chief**Requested Action:**
☒  
☐  
☐  
☐

Motion to Approve

First Reading of Bill # \_\_\_\_\_

Second Reading of Bill # \_\_\_\_\_

Resolution # \_\_\_\_\_

☐  
☐  
☐

Proclamation

Public Hearing

Other (Describe)

**Ordinance Reference for Action: *(i.e. RSMo Section, Ordinance # & Title)***

Missouri Department of Transportation Highway Safety Division requires this form to be signed by all members of the Board of Alderman prior to all grants being awarded.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Authorization form needs to be completed and submitted prior to receiving funding.

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount:

\$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_:

(\$ \_\_\_\_\_)

Available:

\$ \_\_\_\_\_ 0.00

Requested Amount:

\$ \_\_\_\_\_

Attachments: YES ☒ NO ☐

If yes, list attachments:

City Council Authorization Form

**Department Comments and Recommendation:**

This form is a requirement of the Missouri Department of Transportation's Highway Safety and Traffic Division, for overtime traffic enforcement.

The City has participated in this grant program for several years.

**City Administrator Comments and Recommendation:**

I concur with the Police Chief's recommendation.



## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

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

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

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Mayor

# City of Osage Beach Agenda

175

## Item Summary Date of Board of

Aldermen Meeting:

03/22/18

Originator: (Name/Title) Eric Hibdon, Public Works Supervisor

Date Submitted: 03/12/18

### Agenda Item Title:

Request to purchase new Neptune water meters and replacement MIUs (Meter Interface Units) on an as needed basis throughout 2018 from Schulte Supply, Inc. in the amount not to exceed \$40,000.00.

Presented by: (Name/Title) Nick Edelman, Public Works Director

### Requested Action:



Motion to Approve



First Reading of Bill # \_\_\_\_\_



Second Reading of Bill # \_\_\_\_\_



Resolution # \_\_\_\_\_



Proclamation



Public Hearing



Other (Describe) \_\_\_\_\_

### Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

### Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ☒ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: 30-00-743300 Repair of System

FY 18 Budgeted Amount: \$ 130,000.00

Expenditures to Date 02/23/18: (\$ 7,389.25

Available: \$ 122,610.75

Requested Amount: \$ 40,000.00

Attachments: YES ☒ NO ☐

If yes, list attachments:

Vendor Quote

**Department Comments and Recommendation:**

This is for the purchase of new meters, replacement MIUs (Meter Interface Units) for meter sizes ranging from 5/8" to 2". The City has standardized around the Neptune T-10 water meter for these meter sizes and Schulte Supply is the authorized manufacturer's representative for this area.

Attached is the quote from Schulte Supply showing individual prices on each item.

The meters and/or appurtenances will be purchased on an as needed basis throughout the year. The Public Works Department would like the authorization to purchase up to \$40,000 worth of meters and appurtenances from Schulte Supply.

The meters will be purchased with Budget line item 30-00-743300 (Repair of System) and 30-00-773221 (New Water Connections) and a budget breakdown will be based upon actual installations.

**City Administrator Comments and Recommendation:**

I concur with the department's recommendation.

Schulte Supply, Inc.  
5998 Redbud Lane  
PO Box 388  
Edwardsville IL 62025  
618-656-8383 Fax 618-656-8750

177  
Quotation

| QUOTE DATE                                                                      | QUOTE NUMBER |
|---------------------------------------------------------------------------------|--------------|
| 02/06/18                                                                        | S1134348     |
| ORDER TO:                                                                       | PAGE NO.     |
| Schulte Supply, Inc.<br>5998 Redbud Lane<br>PO Box 388<br>Edwardsville IL 62025 | 1            |

QUOTE TO: 573-302-2020 Fax 573-302-2043  
City of Osage Beach, MO  
5757 Chapel Drive  
Osage Beach, MO 65065

SHIP TO:  
City Of Osage Beach, MO  
Eric Hibdon  
5757 Chapel Drive  
Osage Beach, MO 65065

| CUSTOMER NUMBER                | CUSTOMER ORDER NUMBER | RELEASE NUMBER                                                                                                                           | SALESPERSON |                 |
|--------------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|
| 5366                           |                       |                                                                                                                                          | Tom Brickey |                 |
| WRITER                         | SHIP YR               | TERMS                                                                                                                                    | SHIP DATE   | FREIGHT ALLOWED |
| John Schulte                   | FREE DELIVERY         | NET 30 DAYS                                                                                                                              | 02/16/18    | Yes             |
| ORDER QTY                      | PART NO               | DESCRIPTION                                                                                                                              | Net Pric    | Ext Pric        |
| 1ea                            | 8869                  | ED2B31RWG1<br>5/8" x 3/4" Neptune Trident 10<br>Water Meter with Integrated R900i<br>Radio Register in Gallons for Pit<br>Applications   | 174.950     | 174.95          |
| 1ea                            | 10438                 | ED2F11RWG1<br>1" Neptune Trident 10 Water<br>Meter with Integrated R900i Radio<br>Register in Gallons for Pit<br>Applications            | 284.950     | 284.95          |
| 1ea                            | 10922                 | ED2H11RWG1<br>1 1/2" Flanged Neptune Trident 10<br>Water Meter with Integrated R900i<br>Radio Register in Gallons in Pit<br>Applications | 474.950     | 474.95          |
| 1ea                            | 10923                 | ED2J11RWG1<br>2" Neptune Trident 10 Water Meter<br>with Integrated R900i Radio<br>Register in Gallons for Pit<br>Applications            | 579.950     | 579.95          |
| 1ea                            | 2784                  | ^R72G12<br>Gallon Register for 5/8" Proread<br>W/6 Wheel<br>The price is the same for all<br>sizes.                                      | 99.950      | 99.95           |
| 1ea                            | 365                   | 12512-400 13342-200 (new)<br>Neptune Maps R900 Pit Meter<br>Interface Unit with 20 Year<br>Battery Warranty                              | 114.950     | 114.95          |
| 1ea                            | 10938                 | ^RW2G11 (RW2G13 new)<br>5/8" Neptune Trident 10 Register                                                                                 | 164.950     | 164.95          |
| *** Continued on Next Page *** |                       |                                                                                                                                          |             |                 |
|                                |                       |                                                                                                                                          |             |                 |
|                                |                       |                                                                                                                                          |             |                 |

Schulte Supply, Inc.  
5998 Redbud Lane  
PO Box 388  
Edwardsville IL 62025  
618-656-8383 Fax 618-656-8750

Quotation <sup>178</sup>

| QUOTE DATE                                                                                  | QUOTE NUMBER      |
|---------------------------------------------------------------------------------------------|-------------------|
| 02/06/18                                                                                    | S1134348          |
| ORDER TO:<br>schulte supply, inc<br>5998 redbud lane<br>PO box 388<br>edwardsville IL 62025 | PAGE NO:<br><br>2 |

QUOTE TO: 573-302-2020 Fax 573-302-2043  
City of Osage Beach, MO  
5757 Chapel Drive  
Osage Beach, MO 65065

SHIP TO:  
City Of Osage Beach, MO  
Eric Hibdon  
5757 Chapel Drive  
Osage Beach, MO 65065

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER                                                                                                                                                                                                                                                                                                                           | SALES PERSON |                 |
|-----------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|
| 5366            |                       |                                                                                                                                                                                                                                                                                                                                          | Tom Brickey  |                 |
| WRITER          | SHIP VIA              | TERMS                                                                                                                                                                                                                                                                                                                                    | DIS DATE     | FREIGHT ALLOWED |
| John Schulte    | FREE DELIVERY         | NET 30 DAYS                                                                                                                                                                                                                                                                                                                              | 02/16/18     | Yes             |
| ORDER QTY       | PART NO               | DESCRIPTION                                                                                                                                                                                                                                                                                                                              | NET PR       | EXT PR          |
| 1ea             | 27947                 | Only with Integrated R9001 Radio<br>Register in Gallons for Pit<br>Applications<br>The price is the same for all<br>sizes.<br>*13655-000<br>Neptune MRX-920 V3 Mobile Data<br>Collector Without Laptop<br>With Trade-In<br>One Year Warranty - Annual<br>Maintenance Contract is \$1,295.00<br>** Nonstock item **<br>TAXES NOT INCLUDED | 8995.000     | 8995.00         |
| Subtotal        |                       |                                                                                                                                                                                                                                                                                                                                          |              | 10889.65        |
| S&H CHGS        |                       |                                                                                                                                                                                                                                                                                                                                          |              | 0.00            |
| Amount Due      |                       |                                                                                                                                                                                                                                                                                                                                          |              | 10889.65        |

This is a Quotation.

Prices are subject to change without notice.  
Applicable taxes extra.

**City of Osage Beach Agenda****Item Summary Date of Board of****Aldermen Meeting:**03/22/18**Originator: (Name/Title)** Ed Rucker / City Attorney**Date Submitted:** 03/06/18**Agenda Item Title:**

A Resolution authorizing the City Administrator on behalf of the City of Osage Beach, to issue notice pursuant to Section 260.247 of the Revised Statutes of Missouri to all entities providing commercial and residential trash service within the City and to direct staff to investigate all options available to the City for efficient provision of trash collection services within the City.

**Presented by: (Name/Title)** Ed Rucker / City Attorney**Requested Action:**☐**Motion to Approve**☐**First Reading of Bill #** \_\_\_\_\_☐**Second Reading of Bill #** \_\_\_\_\_☒**Resolution #** 2018 - 03☐**Proclamation**☐**Public Hearing**☐**Other (Describe)****Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

Section 260.247 R.S.Mo.

**Deadline for Action:** YES ☐ NO ☒

If yes, explain:

**Fiscal Impact:****Not Applicable** ☒**Budgeted Item:** YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

**Budget Line Item/Title:** \_\_\_\_\_**FY** \_\_\_\_\_ **Budgeted Amount:**

\$ \_\_\_\_\_

**Expenditures to Date** \_\_\_\_\_:

(\$ \_\_\_\_\_)

**Available:**

\$ \_\_\_\_\_ 0.00

**Requested Amount:**

\$ \_\_\_\_\_

**Attachments:** YES ☒ NO ☐

If yes, list attachments:

Resolution 2018-03

**Department Comments and Recommendation:**

At their March 1, 2018 meeting the Board directed his resolution to be placed on this agenda for consideration of sending the notice pursuant to section 260.247 to the existing trash services within the city to allow the city to consider providing a universal trash service.

The decision to proceed with the notice is within the discretion of the Board.

**City Administrator Comments and Recommendation:**

As stated in the resolution, a letter will be sent per RSMo 260.247 to entities providing trash collection services within the City by March 23, 2018, as instructed by the Board.

## RESOLUTION 2018-03

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR ON BEHALF OF THE CITY OF OSAGE BEACH, TO ISSUE NOTICE PURSUANT TO SECTION 260.247 OF THE REVISED STATUTES OF MISSOURI TO ALL ENTITIES PROVIDING COMMERCIAL AND RESIDENTIAL TRASH SERVICE WITHIN THE CITY AND TO DIRECT STAFF TO INVESTIGATE ALL OPTIONS AVAILABLE TO THE CITY FOR EFFICIENT PROVISION OF TRASH COLLECTION SERVICES WITHIN THE CITY

WHEREAS, the Board of Aldermen has concluded that staff should investigate all options available to the City for efficient provision of trash collection services within the City; and,

WHEREAS, in order to determine the requirements, necessities, feasibility, and mechanics of a sustainable long-term City-wide trash collection program at an acceptable cost, the City needs data from users, providers, customers and similarly situated cities; and,

WHEREAS, a two-year notice to all entities currently providing trash collection services within the City is required pursuant to section 260.247 before the City may begin providing such service:

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen directs the City Administrator to, on behalf of the City, give notice pursuant to section 260.247 to such entities providing trash collection services within the City on or before March 23, 2018; and,

BE IT FURTHER RESOLVED that the staff gather all appropriate information from providers, customers and similarly situated cities to determine the requirements, necessities, feasibility, and mechanics of a sustainable long-term city-wide trash collection program at an acceptable cost, and make a report back to the Board of Aldermen on or before June 7, 2018.

Passed by the Board of Aldermen this \_\_\_\_ day of March 2018.

I hereby certify that Resolution 2018-03 was duly passed on March \_\_\_, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Lambert, City Clerk

Approved as to form:

---

Edward B. Rucker  
City Attorney

**City of Osage Beach Agenda****Item Summary** Date of Board of

Aldermen Meeting:

03/22/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 03/13/18**Agenda Item Title:**

Osage Beach Water Master Plan Presentation

**Presented by: *(Name/Title)*** Nicholas Edelman, Public Works Director**Requested Action:**
☐  
☐  
☐  
☐

Motion to Approve

First Reading of Bill # \_\_\_\_\_

Second Reading of Bill # \_\_\_\_\_

Resolution # \_\_\_\_\_

☐  
☐  
☒

Proclamation

Public Hearing

Other (Describe)

Presentation**Ordinance Reference for Action: *(i.e. RSMo Section, Ordinance # & Title)***

N/A

**Deadline for Action:** YES ☐ NO ☒

If yes, explain:

**Fiscal Impact:**Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: \_\_\_\_\_

Budget Line Item/Title: \_\_\_\_\_

FY\_\_\_\_ Budgeted Amount: \$ \_\_\_\_\_

Expenditures to Date \_\_\_\_\_: (\$ \_\_\_\_\_)

Available: \$ \_\_\_\_\_ 0.00

Requested Amount: \$ \_\_\_\_\_

**Attachments:** YES ☐ NO ☐

If yes, list attachments:

Executive Summary

**Department Comments and Recommendation:**

The Public Works Department and HDR have been working on the Osage Beach Water Master Plan. HDR is here to present the master plan and to answer any questions.

**City Administrator Comments and Recommendation:**

N/A

# 1 Executive Summary

The purpose of this Water System Master Plan is to identify the current and future needs of the City's public water supply system. This report evaluates the needs of the City's water supply, water storage, and distribution system, and identifies what improvements are required to continue to provide high quality water service to the community over the next 20-year planning period.

For planning purposes, water demand projections have been made for a 20-year period showing when improvements are needed. Annual growth rates from 1% to 5% have been considered.

Recommended improvements to the City's water system have been determined based on the demand projections together with the updating and analysis of the City's water system hydraulic model. The recommended improvements include:

- Adding water supply wells to meet system growth needs.
- Water main extensions that connect dead end water mains, which:
  - o Improve water conveyance capacity for domestic and firefighting use in the immediate area as well as larger areas of the water system
  - o Provide operational improvements to allow for maintenance, as well as emergency back-up water service in the event of a water main breaks.
- Updating the City's System Control And Data Acquisition (SCADA) system to better monitor water levels, alarms and operating conditions of wells, storage tanks and key water transmission mains through monitoring water system pressures and flow rates.



Water supply well capacity is the primary concern. The City must have the water supply capacity to meet the City's maximum day water demands occurring during the summer "high season".

The 5-year Capital Improvement Plan includes the following:

- Priority #1 – Construct a new water supply well near Swiss Village elevated storage tank in 2018. The estimate of probable total project cost for the project is \$900,000.



- Priority #2 – Construct a new water supply well near the Bluff Drive elevated storage tank as water system growth requires, likely needed by about year 2021. The estimate of probable total project cost for the project is \$900,000 (in 2018 dollars).
- Priority #3 – Extend water mains to connect current dead end mains in areas of high growth, thereby providing a “looped” water main system to increase water conveyance capacity. This also provides operational improvements by providing a backup path for water in the event of a water main break or maintenance activity on the primary water main feeding the area. It is recommended the City budget to complete water main looping projects annually in order to continue to keep pace with water distribution needs as growth occurs. An annual cost of approximately \$200,000 is anticipated. This figure is based on probable contractor bid pricing, and could be significantly reduced if the City elects to perform some of this work in house with their own crews.

The City funds the water system through system user fee revenues supplemented by a 1/2 cent sales tax. It is the City’s intent to fund necessary

water system improvements primarily through water system revenue with appropriate annual budgeting.