

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

TENTATIVE AGENDA

REGULAR MEETING
April 5, 2018 – 6:00 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.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

- | | |
|--|----------|
| A. Proclamation – Local Government Week (April 8 th – 14 th) | (Page 1) |
| B. Proclamation – National Public Safety Telecommunications Week (April 8 th – 14 th) | (Page 3) |
| C. Proclamation – Child Abuse Prevention Month (April) | (Page 5) |

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 the Board Meeting of March 22, 2018 (Page 7)
- Bills List (Page 15)
- Liquor License - Luxury Nail & Spa (Page 28)

UNFINISHED BUSINESS.

- A. **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.
Second Reading. (Page 29)
- B. **Bill 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.
Second Reading. (Page 50)
- C. **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.
Second Reading. (Page 63)
- D. **Bill 18-18.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Service Agreement with Tyler Technologies, Inc. for the New Executime Payroll Management System and Approving the Purchase, Installation, and Support for the Product.
Second Reading. (Page 70)

NEW BUSINESS

- A. **Bill 18-19.** An Ordinance Amending the Osage Beach Code of Ordinances Traffic Code, Chapter 300 General Provisions, Section 300.100 Definitions by the Addition of Two Subsections to the Definition of Emergency Vehicles.
First Reading. (Page 100)
- B. **Bill 18-20.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB18-001 with SES Infrastructure Services, LLC for Water Tower Improvements.
First Reading. (Page 104)
- C. **Bill 18-21.** An Ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by creating a definition of Human Resources File and Creating a New Section Affirmatively Closing all City Files of Any Character, Wherever Created Or Maintained, that Deal with the Hiring, Firing, Discipline or Promotion of Individually Identifiable City Employees.
First Reading. (Page 110)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 04/05/18

Originator: *(Name/Title)* Jeana Woods, City Administrator

Date Submitted: 03/27/18

Agenda Item Title:

Authorizing the Mayor to proclaim the week of April 8 through April 14, 2018 as Local Government Week.

Presented by: *(Name/Title)* Mayor John Olivarri

Requested Action:

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☐

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)*

In accordance with section 110.040, the Mayor shall have the power to issue proclamations, call mass meetings and regular and special elections in such a manner as this Code or other ordinance or State law may provide.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This is the last Board Meeting before Local Government Week.

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:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



Proclamation

Local Government Week April 8 – 14, 2018

WHEREAS, local governments in Missouri make important decisions that affect the lives of all Missourians, and

WHEREAS, local governments are the level of government closest to the people, and

WHEREAS, local governments include Board of Aldermen, City Councils, County Commissions, School Boards among others, and

WHEREAS, local governments are the ultimate expression of grassroots democracy, and

WHEREAS, local governments play an essential role in the quality of life in Missouri communities,

NOW, THEREFORE, I, John Olivarri, Mayor do hereby name April 8 - 14, 2018

LOCAL GOVERNMENT WEEK

in Osage Beach and urge all Missourians to join me in recognizing local governments as they serve their communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 5th day of April 2018.

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 04/05/18

Originator: *(Name/Title)* Jeana Woods, City Administrator

Date Submitted: 03/27/18

Agenda Item Title:

Authorizing the Mayor to proclaim the week of April 8 through April 14, 2018 as National Public Safety Telecommunications Week.

Presented by: *(Name/Title)* Mayor John Olivarri

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)*

In accordance with section 110.040, the Mayor shall have the power to issue proclamations, call mass meetings and regular and special elections in such a manner as this Code or other ordinance or State law may provide.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This is the last Board Meeting before National Public Safety Telecommunications Week.

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:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



PROCLAMATION

National Public Safety Telecommunications Week

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Osage Beach 911 communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Telecommunicators of the Osage Beach Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, John Olivarri, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 8 through April 14, 2018 as

National Public Safety Telecommunications Week

in Osage Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 5th day of April 2018.

Attest:

John Olivarri, Mayor

Cynthia Lambert, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 04/05/18

Originator: *(Name/Title)* Jeana Woods, City Administrator

Date Submitted: 03/27/18

Agenda Item Title:

Authorizing the Mayor to proclaim the month of April as Child Abuse Prevention Month

Presented by: *(Name/Title)* Mayor John Olivarri

Requested Action:

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☐
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☐

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)*

In accordance with section 110.040, the Mayor shall have the power to issue proclamations, call mass meetings and regular and special elections in such a manner as this Code or other ordinance or State law may provide.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

April is Child Abuse Prevention Month.

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:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



PROCLAMATION CHILD ABUSE PREVENTION MONTH

APRIL 2018

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of Osage Beach to help create healthy, safe and nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occur when people find themselves in stressful situations without community resources and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by making sure every family has the support they need and deserve to raise their children in a healthy environment; and

WHEREAS, it is recognized that no one person can do everything, but that everyone can do something, and together we can create change for the better; and

WHEREAS, effective prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, displaying a pinwheel or planting a pinwheel garden in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe;

NOW, THEREFORE, the City of Osage Beach, hereby joins in celebrating April 2018 as Child Abuse Prevention Month in our community, and I urge all citizens to engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow, and thrive so that all children have the benefit of happy, healthy and safe childhoods.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 5th day of April 2018.

Attest:

John Olivarri, Mayor

Cynthia Lambert, City Clerk

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

March 22, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, March 22, 2018, at 5:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Jeff Bethurem, Alderman Greg Massey, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Richard Ross, and Alderman Kevin Rucker. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Olivarri asked Police Chief Todd Davis to share with the Board the award recently given to Kwabena Asante. Police Chief Davis announced that on March 6th, Osage Beach Police Department's own Communications Supervisor, Kwabena Asante, was awarded the 2018 Director of the Year by the Missouri Association of Public-Safety Communications Officials based on his many achievements including establishing the first in the state Text2911 capabilities, implementing a siren voice system and procedures for Bagnell Dam, etc. The Board applauded Mr. Asante for achieving this outstanding award.

Citizens Communications.

George Peter addressed the Board stating he was concerned about the single-service trash program being discussed. Mr. Peter also stated that the cost of trash service is not the most important issue and that such a service would require many rules and regulations if the City proceeds. Mayor Olivarri explained the overall process the City would be going through if the Board chooses to move forward with researching this option.

Mr. Peter stated that the trash along the City's roadways has gotten horrible and clean-up issues need to be addressed. Mayor Olivarri thanked Mr. Peter not only for his comments but also for the pictures he sent via e-mail to the Board and noted that staff would be looking into some of the issues as well as looking into other options the City may have to reduce the littering along the roadways throughout the City

Consent Agenda.

Alderman Bethurem moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of March 1, 2018, and the Bills List as submitted. The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed on a voice vote.

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Mayor Olivarri recommended that Item J. Presentation – Osage Beach Water Master Plan on the Agenda be moved up on the Agenda to follow Item B under New Business. A motion was made by Alderman Marose to move Item J to follow Item B under the New Business Section of the Agenda. The motion was seconded by Alderman Rucker. The motion passed unanimously on a voice vote.

Unfinished 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 Director Nick Edelman stated that this amendment would add the Nichols Road Roundabout to the list of roundabouts in our City Code. Public Works Director Edelman stated that the first reading was passed by the Board at the March 1, 2018, Meeting.

Mayor Olivarri presented the second 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 Ross moved to approve the second reading of Bill No. 18-11 to become Ordinance 18.11 as presented. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-11 and to pass same into ordinance: “Ayes”: Alderman Marose, Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Bethurem, and Alderman Massey. Nays”: None. Bill No. 18-11 was passed and approved as Ordinance No. 18.11.

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 Director Nick Edelman stated that the City’s Design Guidelines provide developers and City staff infrastructure standards. Public Works Director Edelman also stated that making changes to the street standards in particular sidewalks were discussed at the September 21, 2017 Board of Aldermen Meeting. Director Edelman also noted that the proposed changes were presented to the Planning Commission on February 13, 2018 and they recommended approval. The first reading was approved on March 1, 2018 by the Board of Alderman.

Mayor Olivarri presented the second 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.

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Alderman Marose moved to approve the second reading of Bill No. 18-12 to become Ordinance 18.12 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-12 and to pass same into ordinance: “Ayes”: Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Bethurem, Alderman Massey, and Alderman Marose. Nays”: None. Bill No. 18-12 was passed and approved as Ordinance No. 18.12.

New Business.

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.

Public Works Director Nick Edelman stated that the Public Hearing preceding Bill 18-14 Repealing Chapter 415, Floodplain Management was required as part of the process to approve the new maps. FEMA has reviewed the floodplain maps. Public Works Director Edelman stated that 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. Director Edelman also stated that the Planning Commission recommended approval of the Bill during their February Meeting. General discussion followed.

Mayor Olivarri opened the Public Hearing. No one was present to speak for or against the repeal and replacement of Chapter 415 Floodplain Management of the Osage Beach City Code. Mayor Olivarri closed the Public Hearing at 5:14 p.m.

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.

Public Works Director Nick Edelman stated the Floodplain Management Bill will complete the necessary steps for the City to be in compliance with the new Floodplain maps, which go into effect April 18, 2018 as well as taking care of a few housekeeping changes.

Mayor Olivarri presented the first reading of Bill No. 18-14 to become Ordinance 18.14 by title only. It was noted that Bill No. 18-14 to become Ordinance 18.14 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-14 to become Ordinance 18.14 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

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Presentation – Osage Beach Water Master Plan.

Public Works Director Nick Edelman introduced members of HDR who have been working on the Osage Beach Water Master Plan and were in attendance to present the Master Plan and answer any questions. Director Edelman introduced Mike Kalis and Scott Fleming of HDR.

Mr. Kalis and Mr. Fleming gave the presentation of the City's Water Master Plan noting it was a 20-year plan. Mr. Kalis reviewed the overall recommendations based on growth variables over the next 20 years on both the east and west sides of the City, as well as a priority list for improvements. Discussion followed regarding potential growth rates and the need for water storage. Mr. Kalis thanked the Board for their time and advised he will take their comments into consideration as they finalize the plan.

Mayor Olivarri thanked Mr. Kalis & Mr. Fleming for the presentation and updates to the Water Master Plan.

BILL 18-15 – An Ordinance of the City of Osage Beach, Missouri, 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.

City Attorney Ed Rucker stated that this Bill was prompted by consideration of a requirement in our current Section 615.350 that a person holding a pawnbroker license may not reside at the location where business is conducted. City Attorney Rucker stated that this section of the code as now been eliminated, and other Sections were updated to reflect current practice. The City Clerk and Police Chief worked on updating this part of the code as well. In addition, the Police Chief has talked to both the current pawnshop owner as well as a prospective pawnshop owner who voiced no objections.

Mayor Olivarri presented the first reading of Bill No. 18-15 to become Ordinance 18.15 by title only. It was noted that Bill No. 18-15 to become Ordinance 18.15 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-15 to become Ordinance 18.15 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

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.

Public Works Director Nick Edelman stated that this project is to sealcoat Barry Prewitt Road and Nichols Road for \$22,978.64 by Corrective Asphalt Materials, LLC.

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Mayor Olivarri presented the first reading of Bill No. 18-16 to become Ordinance 18.16 by title only. It was noted that Bill No. 18-16 to become Ordinance 18.16 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 18-16 to become Ordinance 18.16 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

BILL 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 Lee C. Fine Parallel Taxiway Reconstruction with the Missouri Highways and Transportation Commission.

Airport Manager Ty Dinsdale stated the agreement will allow the Lee C. Fine Taxiway Reconstruction Engineering & Design Phase 1 Project which had an end date of November 30, 2017 to be extended to September 30, 2018, allowing for completion of the project.

Mayor Olivarri presented the first reading of Bill No. 18-17 to become Ordinance 18.17 by title only. It was noted that Bill No. 18-17 to become Ordinance 18.17 had been available for public review.

Alderman Ross moved to approve the first reading of Bill No. 18-17 to become Ordinance 18.17 as presented. Alderman Massey seconded the motion which was voted on and unanimously passed by a voice vote.

Mayor Olivarri presented the second reading of Bill No. 18-17 to become Ordinance 18.17 by title only. It was noted that Bill No. 18-17 to become Ordinance 18.17 had been available for public review.

Alderman Bethurem moved to approve the second reading of Bill No. 18-17 to become Ordinance 18.17 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-17 and to pass same into ordinance: “Ayes”: Alderman Ross, Alderman Rucker, Alderman Bethurem, Alderman Massey, Alderman Marose, and Alderman Rucker. Nays”: None. Bill No. 18-17 was passed and approved as Ordinance No. 18.17.

BILL 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 Approve the Purchase, Installation, and Support for the Product.

Assistant City Administrator Mike Welty stated that the agreement is for the Executime software, hardware, and yearly support services that integrates with Incode. Alderman Ross inquired as to the Return On Investment for this purchase. City Administrator Woods

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stated that the Human Resources Generalist has those figures and she would make sure the Board gets that information.

Mayor Olivarri presented the first reading of Bill No. 18-18 to become Ordinance 18.18 by title only. It was noted that Bill No. 18-18 to become Ordinance 18.18 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 18-18 to become Ordinance 18.18 as presented. Alderman Massey seconded the motion. On a roll call vote, the first reading of Bill No. 18-18 passed with “Ayes” Alderman Rucker, Alderman Massey, Alderman Marose, and Alderman Walker. “Nays”: Alderman Ross and Alderman Bethurem.

Motion to Approve MoDOT’s Traffic and Highway Safety Division’s City Council Authorization Form.

Police Chief Todd Davis stated that this form is a requirement of the Missouri Department of Transportation’s Highway Safety and Traffic Division for overtime traffic enforcement in conjunction with a grant program which the City has participated in for several years.

A motion was made by Alderman Marose to authorize the signing of MoDOT’s Traffic and Highway Safety Division’s City Council Authorization Form. The motion was seconded by Alderman Bethurem. On a voice vote, the motion passed unanimously.

Motion 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

Public Works Director Nick Edelman stated that the meters and/or appurtenances will be purchased on an as needed basis throughout the year, and staff would like the authorization to purchase up to \$40,000 worth of the meters and appurtenances from Schulte Supply, Inc. General discussion followed regarding how the vendor was determined and capabilities of interacting with other equipment.

A motion was made by Alderman Ross to authorize purchase of new Neptune Water Meters and Replacement MIU’s on an as needed basis throughout 2018 from Schulte Supply, Inc. in an amount not-to-exceed \$40,000. The motion was seconded by Alderman Bethurem. On a voice vote, the motion passed unanimously.

RESOLUTION 2018-03 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

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the City and to Direct Staff to Investigate All Options Available to the City for Efficient Provision of Trash Collection Services within the City.

City Attorney Ed Rucker stated at the March 1, 2018 Meeting, the Board directed this Resolution to be placed on this Agenda for consideration of sending the notice pursuant to Section 260.247 to the existing trash service providers within the City to allow the City to consider providing a universal trash service at a date to be determined. Discussion followed regarding time to complete the research, need for Public Hearings, and inclusion of commercial services. City Administrator Jeana Wood requested that the mailing of the notification letter to vendors be changed to April 1, 2018. It was the general consensus of the Board to change the mailing date.

Alderman Bethurem moved to approve Resolution 2018-03 with the mailing date changed to on or before April 1, 2018. Alderman Massey seconded the motion, which was voted on and passed on a roll call vote as follows: “Ayes”: Alderman Massey, Alderman Marose, Alderman Walker, and Alderman Bethurem. “Nays”: Alderman Ross and Alderman Rucker.

Communications from Members of the Board of Aldermen.

Alderman Bethurem thanked the Public Works Department for all of their hard work around the City to improve the overall looks.

Alderman Rucker inquired if staff could do anything regarding the trash along the streets. City Administrator Woods stated that she was researching the matter and looking into what options the City would have to deal with the roadway trash issues.

Alderman Ross stated he concurred with comments made by Alderman Bethurem concerning the Public Work Department efforts.

Alderman Marose stated she was able to contact one of three different entities with signs along the highway that participate in the Adopt-A-Highway and they were not planning on doing a scheduled clean-up until April. Alderman Marose stated she hoped through better communication other groups could find it easier to participate in the Adopt-A-Highway or Street programs.

Staff Communications.

Assistant City Administrator Mike Welty reminded everyone of the upcoming Easter Egg Hunt at the City Park scheduled for Saturday, March 31st and encouraged everyone to come to the event and volunteer to help!

City Attorney Ed Rucker reminded the Board of Aldermen that tonight’s Resolution concerning trash service had been changed during the discussion to allow for the Notification Letter to be sent out by the City Administrator on or before April 1st. No one

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voiced any objection.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 6:05 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 22, 2018.

Cynthia Lambert, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 5, 2018**

Bills Paid Prior to Board Meeting	129,414.29
Payroll Paid Prior to Board Meeting	116,073.79
SRF Transfer Prior to Board Meeting	241,508.44
TIF Transfer Dierbergs	95,928.73
TIF Transfer Prewitt's Pt	630,578.71
Bills Pending Board Approval	147,668.26
Total Expenses	<u>1,361,172.22</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	FEBRUARY 2018 SALES TAX	0.68
			State Withholding	3,312.00
			Fed WH	8,707.30
		INTERNAL REVENUE SERVICE	FICA	6,167.49
			Medicare	1,442.43
			Loan Repayment	486.42
		ICMA	Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Retirement 457 &	795.01
			Retirement 457	1,095.00
			Loan Repayments	156.85
			Loan Repayments	491.03
			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
		HSA BANK	Retirement Roth IRA	290.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	1,653.00
		ONE TIME VENDOR	Bond Refund:170487528-01	335.50
			TOTAL:	27,526.05
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	134.33
			Medicare	31.43
			Retirement 401	130.00
		ICMA	FLOWERS-R. RUSSELL	53.84
		BANKCARD SERV 5106	DEPOSIT 2018 VOLUNTEER DIN	250.00
		LAKE OF THE OZARKS LODGE No 2517	FLOWERS-J. FRYER	54.36
		BANKCARD SERV 7514	BORDER PAPERS & ENVELOPES	59.74
			FLOWERS-J. WOODS	58.59
			MML CONF REFUND-G. MASSEY	135.00
			TOTAL:	637.29
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	WOODS, JEANA	MEAL REIMB MML CONF 2/13-2	40.00
			FICA	399.04
			Medicare	93.33
		ICMA	Retirement 401	395.64
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	1,078.01
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	262.63
			Medicare	61.43
			Retirement 401	265.19
		ICMA	HSA Family/Dep. Contributi	225.00
		HSA BANK		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medical Reimbursement	83.33
		BANKCARD SERV 7514	MOCCFOA REG-D. URLICKS	125.00
			TOTAL:	1,022.58
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	553.42
			Medicare	129.43
		ICMA	Retirement 401	545.42
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,415.77
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	78.13
			Medicare	18.27
		ICMA	Retirement 401	80.37
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	251.77
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	323.28
			Medicare	75.61
		ICMA	Retirement 401	316.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	790.02
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	400.60
			Medicare	93.69
		ICMA	Retirement 401	397.63
		WEX INC	BLDG DEPT FUEL	139.82
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,256.74
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/13-3/14/18	11.24
			CITY HALL 2/13-3/14/18	3,453.03
		LOWE'S	TOILET SEATS	45.56
			TOTAL:	3,509.83
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	297.57
			Medicare	69.59
		ICMA	Retirement 401	256.76
		LOWE'S	6-IN EXT TUBE	7.30
			PARTS FOR RESTROOMS	141.53
			PART FOR PARK RESTROOM	5.06
			PART FOR PARK RESTROOM	39.48
			TAPE	7.11
			PARK SUPPLIES	17.48
			RESTROOM SUPPLIES	70.38
			TRASH CAN	62.64
			PARTS FOR RESTROOM	8.52
			PART FOR RESTROOM	17.06
			PITCHING MOUND REPAIR	93.79
			BUILDING LIGHTS	17.06
			BUILDING LIGHTS	8.54
			SCREWS & ORGANIZER	22.61
			PART FOR RESTROOM	3.87
			PART FOR RESTROOM	54.53
			HEX SLEEVE	8.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PART FOR RESTROOM	2.93
			PART FOR BULLETIN BOARD	2.24
			SUPPLIES FOR RESTROOM	21.13
			SILICONE & BULBS RETURN	27.50-
			HEX SLEEVE	11.14
			DRILL BIT RETURN	3.78-
			PAPER TOWELS	12.32
			DRILL BIT	4.74
			PART FOR RESTROOM	21.41
			LIME-A-WAY	9.95
			TOILET BOLTCAP	12.32
			PARTS FOR RESTROOM RETURN	6.40-
			PARTS FOR RESTROOM	19.16
			SCREWS	11.18
		MODOR: DIV OF ALCOHOL & TOBACCO CONTRO	PARK LIQUOR LICENSE RENEWA	50.00
		WCA WASTE CORPORATION	PORTABLE TOILETS 2/1-2/28/	233.99
		WEX INC	PARK DEPT FUEL	152.99
			PARK DEPT CAR WASHES	0.00
		AMEREN MISSOURI	LOWER DIAMOND LTS 2/6-3/7/	11.77
			PEANICK BALL PK LTS 2/6-3/	15.21
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		AHRENS MARINE SERVICES LLC	BOAT TRAILER REPAIRS	295.98
			TOTAL:	2,210.19
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		STARNES, HOLLY	TUITION REIMB - H.STARNES	630.00
		BANKCARD SERV 7514	HOLIDAY DECOR WINNER-FOOD	210.14
			TOTAL:	1,221.20
Overhead	General Fund	AT & T/CITY HALL	SERV 3/5-4/4/18	1,915.57
		WEX INC	CITY HALL GPS	350.00
			TOTAL:	2,265.57
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,577.79
			Medicare	602.88
		ICMA	Retirement 401	2,580.34
		GORSLINE, TOM	MILEAGE REIMB 2/10-2/16/18	24.74
			MEAL REIMB CIT CONF 3/18-3	85.00
			LODGING FOR CIT CONF 3/18-	214.04
		WEX INC	POLICE DEPT FUEL	3,416.68
			POLICE DEPT CAR WASHES	82.30
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,350.82
			TOTAL:	11,084.59
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	705.55
			Medicare	165.01
		ICMA	Retirement 401	698.55
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	299.18
			Medical Reimbursement	83.33
			TOTAL:	2,101.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	184.85
			Medicare	43.23
		ICMA	Retirement 401	183.34
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	523.92
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	107.72
			Medicare	25.19
		ICMA	Retirement 401	106.83
		AT&T INTERNET/IP SERVICES	SERV 3/5-4/4/18	128.97
		ALEXANDER OPEN SYSTEMS INC	PREPAID BLOCK TIME	10,000.00
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	10,443.71
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	379.45
		INTERNAL REVENUE SERVICE	Fed WH	942.45
			FICA	837.26
			Medicare	195.81
		ICMA	Retirement 457 &	330.30
			Retirement 457	213.21
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	65.80
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	301.56
			TOTAL:	3,377.34
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	837.29
			Medicare	195.83
		ICMA	Retirement 401	807.86
		CAMDEN COUNTY RECORDER OF DEEDS	MACE RD EASEMENTS	90.00
			MACE RD EASEMENTS	30.00
		LOWE'S	SWITCH FOR CRACK MACHINE	6.00
			TAPE FOR CASE RD PROJECT	170.86
			FRIDGE FILTER	47.49
		BANKCARD SERV 5106	PHONE CASE	38.65
			PUMP FOR OIL TANK	264.51
			TEAM CONF REG-N. EDELMAN	150.00
			PHONE CASE REFUND	12.89
			2018 NAT PUBLIC WORKS POST	18.60
		PETTY CASH	STREET DEPT TRUCK WASH	8.50
			CDL-R. RUSSELL	2.00
			CDL-M. PHILLIPS	2.00
			CDL-D. HAYES	2.00
			REPUBLIC TRASH	28.57
		WEX INC	ENG -TRANS FUEL	29.31
			TRANS DEPT FUEL	3,073.34
			TRANS GPS	316.75
		AMEREN MISSOURI	5757 CHAPEL DR 2/14-3/15/1	237.17
		AMEREN MISSOURI	792 PASSOVER 2/13-3/14/18	77.65
			1075 NICHOLS 2/14-3/15/18	150.34
			872 PASSOVER 2/13-3/14/18	83.25
			KK DR LTG 2/1-3/2/18	118.31
			680 PASSOVER 2/13-3/14/18	61.04
			MAINT SALT BLDG 2/7-3/8/18	16.99
			STREET LTS 2/1-3/1/18	3,987.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CUST OWNED LTG 2/1-3/1/18	1,470.12
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	324.75
			TOTAL:	12,684.21
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	FEBRUARY 2018 SALES TAX	3,123.86
			State Withholding	327.04
		INTERNAL REVENUE SERVICE	Fed WH	816.65
			FICA	705.86
			Medicare	165.07
		ICMA	Retirement 457 &	53.48
			Retirement 457	126.46
			Loan Repayments	58.43
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
			TOTAL:	5,605.68
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	705.87
			Medicare	165.09
		LAKE SUN LEADER 81525 & 1586450	BID-WATER TOWER IMPROVEMEN	109.13
		ICMA	Retirement 401	700.16
		LOWE'S	ELECTRICAL TOOL FOR WELLS	28.49
			FRIDGE FILTER	47.49
			STOCK PARTS FOR WATER	60.45
		BANKCARD SERV 5106	PHONE CASE	38.65
			PUMP FOR OIL TANK	264.51
			PHONE CASE REFUND	12.88
		PETTY CASH	REPUBLIC TRASH	28.56
		WEX INC	ENG -WATER FUEL	29.31
			WATER DEPT FUEL	909.88
			WATER GPS	141.75
		AMEREN MISSOURI	5757 CHAPEL DR 2/14-3/15/1	237.16
		AMEREN MISSOURI	PARKVIEW WELL 2/13-3/14/18	226.12
			BLUFF TOWER 2/7-3/8/18	1,759.86
			COLLEGE WELL 2/6-3/7/18	1,895.93
			WELL #2 1/29-2/27/18	1,145.53
			SWISS VILG WELL 1/29-2/27/	1,887.70
			COLUMBIA WELL 2/13-3/14/18	144.01
			COLUMBIA TOWER 2/13-3/14/1	218.79
		MANKEY, KYLE	MILEAGE REIMB 3/7-3/13/18	81.75
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	324.01
		DEVORE, CALEB	MILEAGE REIMB 3/14-3/20/18	149.88
		STOUFER, TOMMIE L	MILEAGE REIMB 3/14-3/20/18	28.12
			TOTAL:	11,365.20
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	489.51
		INTERNAL REVENUE SERVICE	Fed WH	1,220.59
			FICA	931.26
			Medicare	217.80
		ICMA	Retirement 457 &	54.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
			TOTAL:	3,657.97
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	931.22
			Medicare	217.76
		ICMA	Retirement 401	924.87
		LOWE'S	QUIKFORM	27.15
			CONCRETE & WIRE NUTS	71.29
			PICK, TAPE MEASURE & CHNL	61.25
			PIPE & COUPLING	35.57
			WASHERS & BOLTS	18.06
			SAND FOR MOORINGS WLKwy BL	32.70
			CONCRETE FOR 42 RV PARK	24.78
			PARTS FOR SANDS 54-7 BIO F	33.38
			FRIDGE FILTER	47.49
			SANDS PART 54-7 IRRG BIO F	10.94
			SUBMERSIBLE SUMP PUMP	152.95
		BANKCARD SERV 5106	PHONE CASE	38.64
			PUMP FOR OIL TANK	264.51
			PHONE CASE REFUND	12.88
		PETTY CASH	CDL-D. WALKER	32.50
			REPUBLIC TRASH	28.56
			SEWER DEPT TRUCK WASH	7.00
			SEWER DEPT TRUCK WASH	5.00
		WEX INC	ENG -SEWER FUEL	29.31
			SEWER DEPT FUEL	1,105.89
			SEWER GPS	216.50
		AMEREN MISSOURI	CLEARWOOD LN 2/4-3/5/18	12.74
			3949 CAMPGROUND LN 3/2-3/8	2.25
			4631 WINDSOR 2/13-3/14/18	12.39
			PREWITTS PT 2/6-3/7/18	53.90
			5757 CHAPEL LIFT STN 2/14-	13.80
			1207 SUMMIT CIR 2/15-2/28/	4.87
			5757 CHAPEL DR 2/14-3/15/1	237.16
			701 PA HE TSI 2/7-3/8/18	14.60
			GRINDER PUMPS & LIFT STATI	4,175.41
			1089 OB RD 2/13-3/14/18	11.77
			GRINDER PUMPS & LIFT STATI	5,770.58
			5707 OB PKWY 2/13-3/14/18	12.56
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	476.24
		LIEDEL, BRIAN	MILEAGE REIMB 3/7-3/13/18	117.72
			TOTAL:	15,270.30
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	360.00
		INTERNAL REVENUE SERVICE	Fed WH	828.40
			FICA	734.47
			Medicare	171.77
		ICMA	Retirment 457 &	66.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	15.00
			Loan Repayments	122.24
		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 HUMANA GOLD CHOICE MDC	AMBULANCE REIMB R	73.94
		ACCENT	AMBULANCE REFUND -	610.04
			TOTAL:	3,277.53
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	734.47
			Medicare	171.77
		ICMA	Retirement 401	595.88
		WEX INC	AMB FUEL	368.87
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		BANKCARD SERV 7514	TRAUMA CONF REG-Z.NUELLE	50.00
			TRAUMA CONF REG-C. SWEEZER	50.00
			TOTAL:	2,195.99
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	FEBRUARY 2018 SALES TAX	1,176.10
			State Withholding	85.00
		INTERNAL REVENUE SERVICE	Fed WH	183.03
			FICA	280.22
			Medicare	65.54
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
			TOTAL:	1,917.44
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 2/7-3/8/18	11.42
			LCF TERMINAL BLDG 2/7-3/8/	321.15
			LCF HANGAR 2 2/7-3/8/18	41.14
			LCF NEW HANGAR 2/7-3/8/18	145.72
		INTERNAL REVENUE SERVICE	FICA	280.22
			Medicare	65.54
		ICMA	Retirement 401	251.38
		LOWE'S	PHOTO CELLS & BULBS	181.40
			3/4 IN X .120 SMTH EG R	54.14
		WEX INC	LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,559.61
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	FEBRUARY 2018 SALES TAX	1.25
			State Withholding	73.00
		INTERNAL REVENUE SERVICE	Fed WH	134.01
			FICA	177.15
			Medicare	41.43
		ICMA	Retirement 457	30.00
			TOTAL:	456.84
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	177.15
			Medicare	41.43
		ICMA	Retirement 401	178.67
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 3/16-4/15/18	83.15
		WEX INC	GG FUEL	14.27
			GG GPS	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	180.00
			TOTAL:	699.67

===== FUND TOTALS =====		
10	General Fund	67,346.51
20	Transportation	16,061.55
30	Water Fund	16,970.88
35	Sewer Fund	18,928.27
40	Ambulance Fund	5,473.52
45	Lee C. Fine Airport Fund	3,477.05
47	Grand Glaize Airport Fund	1,156.51

	GRAND TOTAL:	129,414.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	JANINE'S FLOWERS INC	FLOWERS-C. DUNCAN	70.00
		LAKE PRINTING COMPANY, INC	16 OZ TERVIS CUPS	536.36
			TOTAL:	606.36
City Administrator	General Fund	MO MUNICIPAL LEAGUE	2018 MCMA CONF-J. WOODS	200.00
			2018 EOT REG-J.WOODS & A.Q	260.00
			2018 MCMA CONF-M. WELTY	200.00
		STAPLES BUSINESS ADVANTAGE	CORK BOARD, MOUSE PAD	36.54
			TOTAL:	696.54
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	2017 ANNUAL STATEMENT	342.00
			ANNUAL SUBSCRIPTION 4/18-4	190.01
		STAPLES BUSINESS ADVANTAGE	CPY PPR, TONER, LABELS, PENS	172.17
		GENERAL CODE LLC	SUPPLEMENT NO.20	198.41
			TOTAL:	902.59
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	CPY PPR, TONER, LABELS, PENS	16.46
			TOTAL:	16.46
Building Maintenance	General Fund	O'REILLY AUTOMOTIVE STORES INC	DOOR MOLDING	3.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	104.85
		DULLE OVERHEAD DOORS INC	SALLY PORT	1,290.00
		AB PEST CONTROL INC	CH PEST CONTROL	75.00
		STAPLES BUSINESS ADVANTAGE	PPR TWL, NAPKINS, TRSH BGS, R	227.32
			TISSUE	47.95
			CLOCK	27.29
		CROWN LINEN SERVICE INC	CH FLOOR MATS	29.79
			TOTAL:	1,806.19
Parks	General Fund	SOUTHWEST STONE SUPPLY INC	MULCH	56.00
			TOTAL:	56.00
Human Resources	General Fund	MO POLICE CHIEFS ASSC	PRE-EMPLOYMENT TESTING	607.50
		MO VOCATIONAL ENTERPRISES	RETIREMENT PLAQUE-J. BERRY	35.50
		SOCIETY FOR HUMAN RESOURCE MANAGEMENT	SHRM MEMBERSHIP-C. LEIGH	209.00
		LAKE REGIONAL OCCUPATIONAL MEDICINE	FIT FOR DUTY	120.00
			POST ACCIDENT	45.00
			PRE-EMPLOYMENT TESTING	20.00
		LAKE SUN LEADER 645	FEB EMPLOYMENT ADVERTISING	1,428.00
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE-EMPLOYMENT SCREENING	112.00
			PRE-EMPLOYMENT SCREENING	46.00
		STAPLES BUSINESS ADVANTAGE	WIRELESS MOUSE	24.23
		CENTRAL MO NEWSPAPER INC	EMPLOYMENT ADVERTISING	2,437.26
			TOTAL:	5,084.49
Overhead	General Fund	ELECTRONICS UNLIMITED	CONF CALL WITH AT&T-PHONE	105.00
		METRO MARKETING INC	4" x 5" DISPLAY AD	990.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	32.15
		PRECISION AUTO & TIRE SERVICE LLC	TIRES & ALIGNMENT-OB 1	541.91
		STAPLES BUSINESS ADVANTAGE	CPY PPR, TONER, LABELS, PENS	111.16
			TOTAL:	1,780.22
Police	General Fund	MARK'S MOBILE GLASS, INC	WINDSHIELD REPAIR CAR 30	65.00
		MO VOCATIONAL ENTERPRISES	BUSINESS CARDS-A. QUADE	16.00
		IMAGE QUEST	OVERAGE CHARGES 2/14-3/13/	2.98
		HEDRICK MOTIV WERKS LLC	OIL CHNG & TIRE ROTATE-CHI	65.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STAPLES BUSINESS ADVANTAGE	CPY PPR, TONER, STENO, ENVELO	180.70
			CORD HANDSET	6.51
		LANGUAGE LINE SERVICES INC	PHONE INTERPRETATION	40.50
		XEROX CORPORATION DBA XEROX FINANCIAL	MAR LEASE PAYMENT	146.00
			TOTAL:	522.69
Information Technology	General Fund	TYLER TECHNOLOGIES INC	TYLER OUTPUT MAINT 5/18-4/	1,365.11
		DELL MARKETING LP	DELL EMC YRLY 5/2018-4/201	8,674.35
			TOTAL:	10,039.46
Economic Development	General Fund	LAKE PRINTING COMPANY, INC	16 OZ TERVIS CUPS	536.35
		ONE TIME VENDOR KIDS HARBOR	KIDS HARBOR:2018 PINWHEEL	100.00
			TOTAL:	636.35
Transportation	Transportation	MARK'S MOBILE GLASS, INC	WINDSHEILD REPAIR ON SKIDS	200.00
		SCHEPPERS INTERNATIONAL TRUCK CENTER I	REPAIR-2013 INTERNATIONAL	974.40
		MEEKS BUILDING CENTER	PLYWOOD FOR TRUCKS 63, 66	198.30
		FASTENCO INC	PIPE & HOSE	51.18
		RP LUMBER INC	MAILBOX & POST	22.66
		FASTENAL CO	BODY GUARD WHT SMTH CAP	35.15
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	39.21
			TRANS DEPT FLOOR MATS	8.05
			TRANS DEPT UNIFORMS	38.43
			TRANS DEPT FLOOR MATS	9.26
			TRANS DEPT UNIFORMS	38.43
			TRANS DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	TOILET PAPER & PAPER TOWEL	17.72
		O'REILLY AUTOMOTIVE STORES INC	REPAIR KITS FOR SHOP	46.95
			FUEL CAP-62, FOG CPSL-SWEEP	12.49
			FUEL CAP-62, FOG CPSL-SWEEP	4.76
			COOLANT HOSE -TRUCK 63	6.92
			ANTIFREEZE	107.94
			GREASE FOR BACKHOE	7.99
		SASCO PAVEMENT COATINGS INC	CRACK SEAL	3,465.00
			CRACK SEAL	3,555.00
		CAMDENTON LAWN & GARDEN CENTER`	MATERIAL FOR CASE RD	44.00
		CROWN POWER & EQUIPMENT	BUCKET TEETH FOR MINI-X	87.40
		DAM STEEL SUPPLY	PARTS FOR CHIPPER BAR	45.37
		CORE & MAIN LP	PART FOR STREET SWEEPER	35.36
		AB PEST CONTROL INC	PW PEST CONTROL	16.67
		MAGRUDER LIMESTONE CO INC	GRAVEL	107.96
			GRAVEL	72.77
		ELLIS BATTERY SPECIALISTS LLC	BATTERY FOR TRUCK 55	87.95
		METAL CULVERTS INC	CULVERT FOR BLUFF	457.38
		AMAZON CAPITAL SERVICES INC	TONER	25.00
		MCS RENTALS	CHIPPER FOR CASE RD	203.50
		ONE TIME VENDOR OLEAN FERTILIZER CO	OLEAN FERTILIZER CO:SEED	256.00
			TOTAL:	10,288.46
Water	Water Fund	EZARDS	BALLPEIN HAMMER	17.99
			PLUMBING SUPPLIES & TAPE	5.16
		RP LUMBER INC	MAILBOX & POST	22.66
		FASTENAL CO	GLOVES	39.40
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	24.64
			WATER DEPT FLOOR MATS	8.05
			WATER DEPT UNIFORMS	35.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER DEPT FLOOR MATS	9.26
			WATER DEPT UNIFORMS	35.80
			WATER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	TOILET PAPER & PAPER TOWEL	17.71
		HDR INC	WATER SYST MASTERPLAN ENG	533.72
		GOEHRI, GEORGE	APRIL INS PREMIUMS	49.70
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE, OIL, WIPER FLU	79.60
		CONSOLIDATED ELECTRICAL DISTR, INC	RELAY	80.00
		CROWN POWER & EQUIPMENT	BUCKET TEETH FOR MINI-X	87.40
		CORE & MAIN LP	INJECTION VALVE	68.40
			PARTS FOR 2" MAIN ON MULBE	155.91
		AB PEST CONTROL INC	PW PEST CONTROL	16.66
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR SUNSET	107.39
			GRAVEL	107.95
		DREDGING INC DBA SCOTTS CONCRETE	DREDGING INC DBA SCOTTS CO	426.00
			CONCRETE FOR PALISADES PRK	298.00
		HYDRO-KINETICS CORPORATION	SOFT GOODS KIT	172.00
		AMAZON CAPITAL SERVICES INC	TONER	24.99
		L & J MUNICIPAL SUPPLY INC	3" FIRE HYDRANT METER	725.00
			TOTAL:	3,158.45
Sewer	Sewer Fund	EZARDS	GARDEN HOSE FOR PUMP TRUCK	11.99
			BOLTS FOR SAND BLASTER	11.94
		MARK'S MOBILE GLASS, INC	WINDSHIELD REPAIR TRUCK 71	40.00
		PLUMB SUPPLY CO	PARTS FOR 42 RV PARK	20.97
		RP LUMBER INC	MAILBOX & POST	22.66
		FASTENAL CO	ORANGE FENCE FOR EXCAVATIN	147.96
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	55.44
			SEWER DEPT FLOOR MATS	8.05
			SEWER DEPT UNIFORMS	57.28
			SEWER DEPT FLOOR MATS	9.26
			SEWER DEPT UNIFORMS	57.28
			SEWER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	TOILET PAPER & PAPER TOWEL	17.72
		EWT HOLDINGS III CORP	ODOR CONTROL	450.00
			ODOR CONTROL	1,025.00
		TALLMAN COMPANY	3" PRESSURE PIPE	64.40
		MUNICIPAL EQUIPMENT CO	24-2HP PUMPS SEE INV FOR S	32,577.60
		O'REILLY AUTOMOTIVE STORES INC	TERMINAL SPLICES	43.95
			BREAK CLEAN FOR PUMP RBLDI	32.28
			STARTING FLUID	10.67
		LAKELAND OIL CO LLC	DIESEL FUEL-54-7 GENERATOR	2,741.58
			DIESEL FUEL- CH GENERATOR	113.70
			DIESEL FUEL-KK-49 GENERATO	145.42
			DIESEL FUEL-KK-1A GENERATO	28.07
			DIESEL FUEL- ROCKWAY GENER	516.55
		CONSOLIDATED ELECTRICAL DISTR, INC	SMALL FLOATS	7,207.65
			START CAPACITORS	331.25
			START CAPACITORS	132.50
			CAPACITORS	2,000.00
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	39,763.76
		CROWN POWER & EQUIPMENT	BUCKET TEETH FOR MINI-X	87.40
		CORE & MAIN LP	VALVE FOR AIR RELEASE	132.08
			CAP-SANDS CARBON FILTER RM	83.18
			PARTS FOR GRAVITY LINE FIX	115.32
			PARTS FOR BANDANAS	17.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GLOVES	36.78
		AB PEST CONTROL INC	PW PEST CONTROL	16.67
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR 42 RV PARK	44.28
			GRAVEL FOR 42 RV PARK	398.75
		AMAZON CAPITAL SERVICES INC	TONER	24.99
			TOTAL:	88,610.69
Ambulance	Ambulance Fund	HI-TECH AUTO BODY INC	AMBULANCE REPAIR	2,073.80
		CLIA LABORATORY PROGRAM	CERTIFICATE FEE 9/2018-8/2	150.00
		DALE A DISTLER DBA	REPAIR MEDIC 8	105.00
		TURN KEY MOBILE INC	MEDIC ANTENNA	186.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	60.32
			MEDICAL SUPPLIES	55.08
		STAPLES BUSINESS ADVANTAGE	CPY PPR, TONER, STENO, ENVELO	92.09
			TOTAL:	2,722.29
Lee C. Fine Airport	Lee C. Fine Airpor	EZARDS	TRAFFIC MARK LTX WHT GL	45.98
			FURNITURE POLISH & GLOVES	17.38
			CLEANER	26.99
		GB MAINTENANCE SUPPLY	TOILET PAPER	34.56
		NAEGLER OIL CO	LCF JET FUEL	18,767.28
		CWD SUPPLY	CABLE BY FOOT	600.00
		MISSOURI PILOTS ASSOCIATION	STATE AVIATION DAY 4/17/18	100.00
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID & PENETRNT	59.98
		MESSICK FARM EQUIPMENT INC DBA MESSICK	BLADE, SEAL, SPACER, SHAFT	267.54
			TOTAL:	19,919.71
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	KEYS	3.78
		MISSOURI PILOTS ASSOCIATION	STATE AVIATION DAY 4/17/18	100.00
		O'REILLY AUTOMOTIVE STORES INC	BATTERY CHARGER	449.99
		MESSICK FARM EQUIPMENT INC DBA MESSICK	BLADE, SEAL, SPACER, SHAFT	267.54
			TOTAL:	821.31

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

10	General Fund	22,147.35
20	Transportation	10,288.46
30	Water Fund	3,158.45
35	Sewer Fund	88,610.69
40	Ambulance Fund	2,722.29
45	Lee C. Fine Airport Fund	19,919.71
47	Grand Glaize Airport Fund	821.31

GRAND TOTAL:	147,668.26
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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach-mo.gov



✓ 1090
Planning Dept: _____
Sewer Dept: _____
License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 3/14/18 Date Application Received: 3/14/18
Name of Establishment: LUXURY NAIL & SPA
Mailing Address: 3797 Osage Beach Parkway Unit D3
Applicant Name: Bao Duong
(As it is to appear on license. If corporation, name of corporation and managing officer)

- ☐ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ____	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ✓	12.75 75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l.	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

* If applying for a Caterer or a Picnic license, describe the event in detail and provide the name, location, time and date of the event.

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 04/05/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 03/22/18**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 # _____
- ☒ Second Reading of Bill # 18-14
- ☐ 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.

The first reading was approved by the Board on March 22, 2018.

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
8. 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.
4. 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: March 22, 2018 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.

Bill No. 18-14
Page 19

Ordinance 18.14

Date

ATTEST:

John Olivarri, Mayor

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 04/05/18Originator: *(Name/Title)* Ed Rucker, City AttorneyDate Submitted: 03/22/18**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, in its place.

Presented by: *(Name/Title)* Ed Rucker, City Attorney**Requested Action:**
☐
☐
☒
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # 18-15
☐
☐
☐

Proclamation

Public Hearing

Other (Describe)

Resolution # _____

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 18-15

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 work 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.

The first reading was approved by the Board on March 22, 2018.

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

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 (1/30th) 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 30th. 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 (2nd) 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 one hundred dollars (\$100.00) annual fee prescribed in Subsection (H), but such payment shall be in lieu of any occupational license fee.
- H. *Subsequent License Applications.* Subsequent to the first (1st) 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 one hundred dollars (\$100.00).
- 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 eighteen (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: March 22, 2018

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: 04/05/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 03/22/18**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 # _____

☒Second Reading of Bill # 18-16☐

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/SealFY 18 Budgeted Amount: \$ 781,041.00Expenditures to Date 03/13/18: (\$ 200.25)Available: \$ 780,840.75Requested Amount: \$ 22,978.64Attachments: 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:

The first reading was approved by the Board on March 22, 2018.

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: March 22, 2018 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.

SEALCOAT PROJECT 2018

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: 03/22/18Originator: *(Name/Title)* Mike Welty, Assistant City AdministratorDate Submitted: 03/06/18**Agenda Item Title:**

Bill 18-18 - Authorizing the Mayor to execute a service agreement with Tyler Technologies, Inc. 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 # _____

☒Second Reading of Bill # 18-18☐

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 Technologies, Inc. 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 SoftwareFY 18 Budgeted Amount: \$ 25,006.00Expenditures to Date _____: (\$ 0.00)Available: \$ 25,006.00Requested Amount: \$ 19,236.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.18, 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 reviewed 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.

At the March 22nd Board of Aldermen meeting staff was directed to provide return on investment (ROI) for the purchase of Executime an electronic time management system.

As staff presented during the budget workshops implementing an electronic time management system will increase efficiency, reduce errors, decrease time theft, and reduce paper and printing costs.

The following is the City's annual ROI (per the American Payroll Association):

Payroll Processing Annual Savings \$5,200

Human Error Annual Savings \$46,290

Time Theft/Lost Time Annual Savings \$23,500

Paper Reduction Annual Savings \$1,840

Elimination of Time Entry Module and When-to-Work \$2,043

Total Return on Investment \$78,873

By implementing an electronic time management system, the City will:

- Eliminate paper timesheets – assists in moving toward a paperless process
- Provides real time data – employees will get paid by when they time in and out
- Accountability moved to employees and supervisors
- Provides the City a process to track and manage leave requests. Currently the City does not have a practice in place that is consistent Citywide. Employment attorneys have encouraged the City to tighten up this process. The last two EEOC claims have referred to leave time request denials, documentation of request and denial, and schedules.
- Provides the City with the ability to meet the records retention requirement for leave requests which is currently not being met.
- Eliminates the Time Entry Module within Incode and When-to-Work in the Police Department.

Administration and Human Resources recommend approval.

City Administrator Comments and Recommendation:

This is the new timesheet/payroll system that is budgeted in FY2018.

The first reading was approved by the Board on March 22, 2018.

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 TECHNOLOGIES, INC. 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, Inc. 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: March 22, 2018

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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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)

Sales Quotation For
 City of Osage Beach
 1000 City Pkwy
 Osage Beach , MO 65065-3058
 Phone: +1 (573) 302-2000

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. 420 Montgomery 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.

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 – 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 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 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 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 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: 4/05/18
 Originator: *(Name/Title)* Cynthia Lambert, City Clerk
 Date Submitted: 02/02/18

Agenda Item Title:

Bill 18-19 - An ordinance amending the Osage Beach Code of Ordinances Traffic Code, Chapter 300 General Provisions, Section 300.100 Definitions by addition of two subsections to the definition of emergency vehicle.

Presented by: *(Name/Title)* Cynthia Lambert, City Clerk

Requested Action:

☐ Motion to Approve	☐ Proclamation
☒ First Reading of Bill # <u>18-19</u>	☐ Public Hearing
☐ Second Reading of Bill # _____	☐ Other (Describe) _____
☐ Resolution # _____	

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 18.19

Department Comments and Recommendation:

After reviewing changes to the Missouri State Statutes it was discovered that there had been additions to the definition of Emergency Vehicle. This ordinance brings the City's code up-to-date relative to the definition of Emergency Vehicle.

City Administrator Comments and Recommendation:

I concur with the City Clerk's recommendation.

BILL NO 18-19

ORDINANCE NO. 18.19

AN ORDINANCE AMENDING THE OSAGE BEACH CODE OF ORDINANCES TRAFFIC CODE, CHAPTER 300 GENERAL PROVISIONS, SECTION 300.100 DEFINITIONS BY ADDITION OF TWO SUBSECTIONS TO THE DEFINITION OF EMERGENCY VEHICLE.

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

Section 1. That a Section 300.010 of the Osage Beach Code of Ordinances be and is hereby amended to read as follows:

EMERGENCY VEHICLE

Is a vehicle of any of the following types:

1. A vehicle operated by the State Highway Patrol, the State Water Patrol, the Missouri Capitol Police, or a State Park Ranger, those vehicles operated by enforcement personnel of the State Highways and Transportation Commission, Police or Fire Department, Sheriff, Constable or Deputy Sheriff, Federal Law Enforcement Officer authorized to carry firearms and to make arrests for violations of the laws of the United States, Traffic Officer or Coroner or by a privately owned emergency vehicle company;
2. A vehicle operated as an ambulance or operated commercially for the purpose of transporting emergency medical supplies or organs;
3. Any vehicle qualifying as an emergency vehicle pursuant to Section 307.175, RSMo.;
4. Any wrecker, or tow truck or a vehicle owned and operated by a public utility or public service corporation while performing emergency service;
5. Any vehicle transporting equipment designed to extricate human beings from the wreckage of a motor vehicle;
6. Any vehicle designated to perform emergency functions for a civil defense or emergency management agency established pursuant to the provisions of Chapter 44, RSMo.;
7. Any vehicle operated by an authorized employee of the Department of Corrections who, as part of the employee's official duties, is responding to a riot, disturbance, hostage incident, escape or other critical situation where there is the threat of serious physical injury or death, responding to mutual aid call from another criminal justice agency, or in accompanying an ambulance which is transporting an offender to a medical facility;
8. Any vehicle designated to perform hazardous substance emergency functions established pursuant to the provisions of Sections 260.500 to 260.550, RSMo.

9. Any vehicle owned by the state highways and transportation commission and operated by an authorized employee of the department of transportation that is marked as a department of transportation emergency response or motorist assistance vehicle; or

10. Any vehicle owned and operated by the civil support team of the Missouri National Guard while in response to or during operations involving chemical, biological, or radioactive materials or in support of official requests from the state of Missouri involving unknown substances, hazardous materials, or as may be requested by the appropriate state agency acting on behalf of the governor.

Section 2. Severability

The chapters, 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 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. 18.19 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 her signature.

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.19.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 04/05/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 03/27/18**Agenda Item Title:**

Bill 18-20 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to execute Contract OB18-001 with SES Infrastructure Services, LLC for Water Tower Improvements.

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

Motion to Approve

☒First Reading of Bill # 18-20☐

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: 30-00-774269/Tower & Well ImprovementsFY 18 Budgeted Amount: \$ 374,000.00Expenditures to Date 03/23/18: (\$ 109.13)Available: \$ 373,890.87Requested Amount: \$ 273,943.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.20, Contract, Bid Tab

Department Comments and Recommendation:

This project is to paint Columbia College Water Tower and clean Swiss Village and Bluff Towers. This project was bid out with Lake Ozark. They are painting the South Water Tower on Bagnell Dam Boulevard. We received six bidders. The low bidder is SES Infrastructure Services LLC with a bid of \$273,943.00. The budgeted amount for this project was \$340,000.

We made a change to the paint spec compared to previous paintings. We are trying to minimize mold growth on the tank and believe this is a step in the right direction after consulting with paint suppliers.

The low bidder made a mistake on the bid form by not acknowledging the addenda. The City Attorney has looked into it with us and after talking with the contractor, we believe that they are a responsive and responsible bidder.

We have contacted SES Infrastructure Services for references. SES Infrastructure is a new company that doesn't have any references. They are a wholly owned subsidiary of Bristol Bay Native Corporation (BBNC). We have contacted the references of their employees that are going to do the work and they have come back good. The crew that is going to complete this work is getting ready to do three towers for Bulter County, Ohio but it is under a different subsidiary of BBNC.

The Public Works Department recommends approval of SES Infrastructure Services LLC based upon references for the employees. As stated above, the second low bidder is responsive and responsible as well.

City Administrator Comments and Recommendation:

I concur with the Public Works Director's recommendation.

BILL NO. 18-20

ORDINANCE NO. 18.20

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB18-001 WITH SES INFRASTRUCTURE SERVICES, LLC. FOR WATER TOWER IMPROVEMENTS.

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 Construction Contract OB18-001 with SES Infrastructure Services, LLC. substantially the same as under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed two hundred seventy-three thousand nine hundred forty-three and no/100 dollars (\$273,943.00).

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 the above Ordinance No. 18.20 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. 18.20

Date

ATTEST:

John Olivarri, Mayor_____
Cynthia Lambert, City Clerk

WATER TOWER IMPROVEMENTS PROJECT

**AGREEMENT
CITY OF OSAGE BEACH**

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 SES Infrastructure Services, LLC a Limited Liability Company of Alaska, 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, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement 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.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

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 Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, 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:

Water Tower Improvements Project

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two hundred seventy-three thousand, nine hundred forty-three dollars and zero cents (\$273,943.00)** 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.

WATER TOWER IMPROVEMENTS PROJECT

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 Sixty (60) 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.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

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 Lake Ozark and Osage Beach, MO
Water Tower Improvement Project
Lake Ozark Project # LO18-001
Osage Beach Project # OB18-001

Bids				SES Infrastructure Services LLC		D.E.M. Enterprises LLC		Central Tank Coatings, Inc.		Maguire Iron, Inc.		Utility Service Co., Inc.		TMI Coatings, Inc.	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
Lake Ozark Bid															
1	Painting interior/exterior of South Water Tower including Artwork & Lettering	1	LS	225,511.00	\$ 225,511.00	225,485.00	\$ 225,485.00	247,900.00	\$ 247,900.00	251,600.00	\$ 251,600.00	244,700.00	\$ 244,700.00	385,400.00	\$ 385,400.00
2	Force Account	1	LS	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
Total Bid Lake Ozark					\$230,511.00		\$230,485.00		\$252,900.00		\$256,600.00		\$249,700.00		\$390,400.00
Osage Beach Bid															
1	Cleaning Exterior of Bluff Dr. Water Tower	1	LS	33,371.00	\$ 33,371.00	18,380.00	\$ 18,380.00	12,000.00	\$ 12,000.00	14,800.00	\$ 14,800.00	20,000.00	\$ 20,000.00	30,000.00	\$ 30,000.00
2	Cleaning the Exterior of Swiss Village Water Tower	1	LS	33,371.00	\$ 33,371.00	26,776.00	\$ 26,776.00	12,000.00	\$ 12,000.00	21,000.00	\$ 21,000.00	23,000.00	\$ 23,000.00	36,200.00	\$ 36,200.00
3	Painting interior/exterior of Columbia Water Tower including Artwork and Lettering	1	LS	202,201.00	\$ 202,201.00	226,694.00	\$ 226,694.00	247,900.00	\$ 247,900.00	254,321.00	\$ 254,321.00	251,000.00	\$ 251,000.00	385,400.00	\$ 385,400.00
4	Force Account	1	LS	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
Total Bid Osage Beach					\$273,943.00		\$276,850.00		\$276,900.00		\$295,121.00		\$299,000.00		\$456,600.00

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 04/05/18Originator: *(Name/Title)* Ed Rucker / City AttorneyDate Submitted: 03/13/18**Agenda Item Title:**

Bill 18-21 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by creating a definition of Human Resources file and creating a new section affirmatively closing all City files of any character, wherever created or maintained, that deal with the hiring, firing, discipline or promotion of individually identifiable city employees.

Presented by: *(Name/Title)* Ed Rucker / City Attorney**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-21☐

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 and RSMo. 79.130 Ordinances--procedure to enact.

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 18-21

Department Comments and Recommendation:

The ordinance creates a definition of Human Resources File which is now undefined in the Code. It further makes clear that it is the City's policy that any file, note or information created within the City relating to the hiring, firing, discipline or promotion of individually identifiable city employees is confidential.

City Attorney recommends adoption.

City Administrator Comments and Recommendation:

I concur with the City Attorney's recommendation.

BILL NO. 18-21

ORDINANCE NO. 18.21

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH CODE OF ORDINANCES BY CREATING A DEFINITION OF HUMAN RESOURCES FILE AND CREATING A NEW SECTION AFFIRMATIVELY CLOSING ALL CITY FILES OF ANY CHARACTER, WHEREVER CREATED OR MAINTAINED, THAT DEAL WITH THE HIRING, FIRING, DISCIPLINE OR PROMOTION OF INDIVIDUALLY IDENTIFIABLE CITY EMPLOYEES.

WHEREAS, the confidentiality of City Human Resources, personnel and any other records that deal with the hiring, firing, discipline or promotion of individually identifiable city employees is an important issue that must be made clear and

WHEREAS certain files not kept by the Human Resources Department but by supervisors or managers must be kept confidential as they relate to the hiring firing discipline or promotion of individual identifiable city employees

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

Section 1. That Section 125.020 be and in hereby amended to enact one new definition of Human Resources Records as set for the below:

Section 125.020 for Human Resources Records

HUMAN RESOURCES RECORDS shall include all records kept by the Human Resources Generalist or in the Human Resources System of any type.

Section 2. A new Section 125.025 be and is here by enacted as follows:

Section 125.025 POLICY CLOSING ALL INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS.

All records made, kept, acquired or in any way in possession of the city or any of its supervisors, agents or employees regarding the hiring, firing, disciplining or promoting of individual employees, including but not limited to, evaluations performance reviews and any other record which may be considered in any decision to hire, fire, discipline or promote of any particular employee, where personal information about the employee is discussed or recorded, or when there is a discussion or decision as to whether to hire, fire, promote or discipline any particular employee, and all other personal information relating to the performance or merits of individual employees are hereby declared to be closed.

Section 3. 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 4. 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 5. 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. 18.21 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. 18.21.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk