

AN ORDINANCE AMENDING THE CODE OF THE ORDINANCES OF THE CITY OF OSBORN, MISSOURI, RELATING TO PENALITIES THAT MAY BE IMPOSED

WHEREAS, the City of Osborn has in place numerous penalty provisions throughout the City Ordinances; and

WHEREAS, during the legislative session of 2014, the General Assembly enacted what has come to be known as "Senate Bill 5", which limited the amount of monetary penalties that may be imposed for certain offenses, it is desirous to amend certain penalty provisions to be consistent with Senate Bill 5; and

WHEREAS, based on past experience with the various penalty provisions it is also desirous to provide the Municipal Court with flexibility in imposing fines/monetary penalties based upon the particular circumstances of each violation for certain offenses.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF OSBORN, MISSOURI, AS FOLLOWS:

Section 1: That General Penalty for Violations of the Code of Ordinances, City of Osborn, Missouri, is hereby amended to read as follows:

- A. Whenever in this or in any ordinance of the City an act is prohibited or is made or declared to be unlawful or an offense, or whenever in such ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any such provision of this or any such ordinance shall be punished by a fine not to exceed five hundred dollars (\$500.00). Each day any violation of this or of any ordinance shall continue shall constitute a separate offense.

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 3: Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4: That this ordinance shall be in full force and effect from and after February 10, 2016.

READ TWO TIMES AND PASSED THIS 10<sup>TH</sup> DAY OF FEBRUARY 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**A RESOLUTION PROVIDING FOR A LEASE AGREEMENT FOR THE OSBORN BALLFIELD**

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**The City of Osborn, Missouri, does hereby enter into this Agreement with the Osborn Ball Association.**

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**The following represents the terms for an agreement between the parties:**

**SECTION 1. DEFINITIONS:**

For the purpose of this Agreement, the following words and phrases are defined, and shall be construed as hereinafter set out, unless it shall be apparent from the context that a different meaning is intended.

<u>City</u>	City of Osborn, Missouri
<u>Facility</u>	Osborn Ball Field, located at East Wells Street, consisting of one field
<u>Osborn Ball Association</u>	Osborn Missouri Ball Association
<u>Agreement</u>	A lease and contract duly executed and legally binding.

**SECTION 2. RIGHTS AND PROMISES:**

A. **City.** *The City hereby agrees to provide the following:*

- 1) Grant an agreement for the use of the Osborn Ball Field, for the specific term set forth in Section 4 of this Agreement, for the purpose of playing the game of baseball.
- 2) Grant admission and concession rights throughout the duration of the specific term set forth in this Agreement to the Team.

- 3) The City shall be responsible for the maintenance and operation of the ball fields and facilities used by the Team. More specifically, the City shall be responsible for the maintenance and/or replacement of the individual field assets, which include, but are not limited to: (i) concession facilities; (ii) infield and outfield playing surfaces; and (iii) restrooms.
- 4) The City shall be responsible for repair and replacement of all mechanical, electrical, and structural systems owned by the City due to normal wear and tear and aging. The City will also be responsible for all plumbing and electrical maintenance associated with its own equipment.
- 5) The City shall be responsible for the upkeep of the ball fields, which includes the field's concession area, restroom facilities, bleachers, trash pick-up, mowing, fences, and lighting.
- 6) The City shall maintain and repair the parking lots located adjacent to the facility.

**B. Osborn Ball Association.** *Osborn Ball Association hereby agrees to provide the following:*

- 1) To conduct approved league play and tournaments promoting the advancement of youth baseball and softball, with the understanding that the Team reserves the right to schedule any and all games.
- 2) All of the Team personnel and volunteers, including, but not limited to, umpires, scorekeepers and ball shags, shall be the sole responsibility of the Team for all events sponsored by the Team.
- 3) The Team shall determine the field's playability for all games, practices, and events.
- 4) The Team shall provide general field and Facility maintenance and preparation for all games scheduled by or through the Team, as well as Facility clean-up, including, but not limited to, bleachers, walkways and restrooms, at the conclusion of each game scheduled by or through the Team.
- 5) The Team shall provide the equipment necessary to provide the appropriate and required level of maintenance of the field areas.
- 6) The Team will be responsible for providing any and all equipment necessary to play games at the field. Including bases and equipment to mark the field.

- 7) The Team will be responsible for stocking and maintaining supplies for concessions including equipment to store and cook the food.
- 8) Osborn R-O/Stewartsville C-2 will be responsible for stocking and maintaining the supplies for the restroom facilities.
- 9) The Team shall be responsible to communicate to the City any emergency repairs to the Facility prior to authorizing the repair.
- 10) The Team shall lock all gates, for security purposes, at the end of each and every use of the Facility. (This includes after each practice.)
- 11) The Team shall have the right to sell Team oriented or promotional souvenirs (hard goods). All proceeds from any such sales shall belong to the Team.
- 12) The Team shall provide prior written notice to the City of any intent to alter the Facility in any way; and refrain from proceeding with any such alteration unless having obtained the prior written approval of the City. The City will consider all reasonable requests.
- 13) The Team shall be responsible for the operation and maintenance of all ticket and concession areas, excluding any repair and/or replacement to be provided by the City as set forth in Section 2A of this Agreement. All ticket sales and concession proceeds in the Facility for all events scheduled by or through the Team shall belong to the Team.
- 14) Hiring and employment of all personnel and independent contractors, if any, for any and all activities and events scheduled by or through the Team shall be the responsibility of the Team. These responsibilities shall include, but are not necessarily limited to, employee payroll, payroll tax deposits, payroll tax reports, and associated duties, as well as procurements from vendors and contractors and timely payments to said vendors and contractors and the filing of 1099 and related reports as may be required by the Internal Revenue Service, the Social Security Administration, and/or other regulatory enforcement agencies.
- 15) The Team shall maintain the playing conditions of the Facility throughout the season. (Refer to Section 2A and 2B3 for specific required maintenance activities.)
- 16) The Team shall have the right to use all areas of the Facility or such other areas adjacent to the Facility on an as needed basis for purposes of corporate advertising during the term of this Agreement, as long as advertising does not permanently alter

the physical appearance of the Facility. Any exterior commercial signage shall be approved and permitted by the City. All proceeds from any such advertising (interior and exterior) shall belong to the Team.

- 17) The Team shall refrain from using the Facility for any special event(s) and/or use(s) other than those for which the Facility is designed and intended, unless authorized by the City. In no event shall the Facility be used for political events or purposes. The City will consider any reasonable requests regarding the scheduling of special events at the Facility.
- 18) The Team shall refrain from the sublease or rental of the Facility, or any portion thereof, including the surrounding premises, to, or otherwise allow the Facility to be used by, any other person and/or entity for a purpose other than providing a season of softball games for the enjoyment of visitors to the Facility. However, if the Team is approached by a person or entity with a request to sublease or rent the Facility for a purpose other than that specifically set forth in this Agreement, then the Team may, if it chooses, submit this request, in writing, to the City. This written request must be received at least *thirty (30) calendar days prior* to the event and written approval of such request must be received from the City at least *ten (10) calendar days prior* to the event.
- 19) The Team and all patrons attending any events at the Facility shall have the right of ingress into and egress from the Facility over and across the real property on which the Facility is located by means of any existing walkways, roads and lanes thereon. The primary parking area shall be the parking lot, and parking in the grassy areas adjacent to the Facility. The parties agree to use reasonable efforts to encourage patrons to park accordingly. The Team shall be responsible for repairing any damage to the grassy areas adjacent to the Facility caused by patrons of the Facility parking in such areas.
- 20) Outside vendors who would like to set up for special events (tournaments, camps, etc.) are required to work with Osborn Ball Association in accordance with the terms and conditions, if any, of this Agreement.
- 21) If the Team engages in, or attempts to engage in, any activity other than that specifically granted to them under this Agreement, the Team will cease and desist from such activity upon receipt of written notice from the City.

### **SECTION 3. SCHEDULE:**

The Team's schedule will start on April 1 and end on July 31 each year. This will result in the Team having a (4) four month long season each year that the Agreement is in effect.

**SECTION 4. ORGANIZATION:**

The Team shall be organized as a registered association that is administered to by a Board of Directors, elected by its users, which shall have full authority to set all policies, rules and regulations of said organization; said policies, rules and regulations shall be set out in its By-Laws.

**SECTION 5. TERM**

The term of this Agreement shall be effective from April 1, 2016 through March 31, 2017; unless terminated earlier, as provided. Thereafter, so long as the Team is performing all of its obligations under this Agreement, the City shall renew, by Resolution of the City Council, this Agreement for additional one-year terms under the same terms and conditions.

**SECTION 6. FACILITY USE FEE**

The City of Osborn will waive the facility use fee for the Osborn Ball Association for each baseball season.

**SECTION 7. REVIEW AND MODIFICATION**

The City and the Team may review and, if desirable, revise this Agreement in a manner that is mutually satisfactory to the City and the Team, at any time. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing and signed by each of the parties

**SECTION 8. CANCELLATION OR TERMINATION**

This Agreement shall govern all transactions between the parties until cancelled or terminated by the City or the Team. It is agreed that either party shall have the right to cancel or terminate this Agreement at any time upon thirty (30) days' prior written notice by certified mail, or by personal delivery, to the other party. Notwithstanding the foregoing, once the Team has commenced a season of games, this Agreement shall not be terminated prior to the conclusion of such season.

**SECTION 9. SURRENDER AND POSSESSION**

No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The Team hereby agrees that at the expiration date of the term of this Agreement, or at the earlier termination thereof, it will peaceably surrender possession of the Facility, the key to all locks, in good condition, reasonable wear and tear and acts of God excepted, and the City shall have the right to take possession of the Facility, with or without due process of law.

**SECTION 10. SEPARATE PROPERTY OF TEAM**

During the term of this Agreement, The Team may install, keep and maintain certain supplies and items of equipment on and in the Facility in which the City shall have no property interest ("the

Team's Separate Property"). The Team's Separate Property shall not be considered part of the Facility and may be removed at any time provided that the Team repairs any damage to the Facility caused by such removal.

#### **SECTION 11. INSURANCE**

- A. This Agreement is conditioned upon The Team providing the City Clerk with evidence that it has a policy for general liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence as required by law, for the term of the Agreement. The general liability policy shall contain an endorsement naming the City of Osborn, Missouri as an additional insured, covering any and all claims arising out of this Agreement.
- B. The City only maintains blanket property insurance for its property, thus the Team should maintain insurance for its own property.

#### **SECTION 12. ADJUSTMENT OF CLAIMS**

The Team shall provide for the prompt and efficient handling of all claims arising out of this Agreement.

#### **SECTION 13. INDEMNIFICATION**

- A. The Team agrees to indemnify and save harmless the City, its City Council, and its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers, employees and volunteers of the Team in connection with this Agreement.
- B. To the extent permitted by law, the City agrees to indemnify and save harmless the Team, its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers and employees of the City pursuant to the City's ownership responsibilities of the Facility in connection with this Agreement.

#### **SECTION 14. AMENDMENTS**

It is understood that this Agreement shall not be amended, except by Ordinance of the City Council of the City of Osborn, Missouri.

#### **SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

The Team shall comply with all applicable laws, ordinances, rules and regulations.

## **SECTION 16. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, whether verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

## **SECTION 17. GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

## **SECTION 18. NO IMPLIED WAIVERS**

The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

## **SECTION 19. NO PERSONAL LIABILITY**

No councilmember, director, officer, employee or other agent of either party shall be personally liable under, or in connection with, this Agreement.

## **SECTION 20. USE AND CARE OF CITY PROPERTY**

No activities will be allowed that might cause damage to the Facility, or property location in the general vicinity of said Facility. At the conclusion of the Team's season, the Facility, or property located in the general vicinity of said Facility, shall be left in substantially the same condition it was in prior to the Team's season, including, but not limited to, removal of all trash. If damages occur to the Facility, or property located in the general vicinity of said Facility, as a result of the Team's season, including, but not limited to, damages to the grounds (grass, trees, etc.). The Team agrees to take all steps necessary to restore the same to the condition they were in prior to the softball season, or, in the alternative, to reimburse the City for its cost (labor and materials) associated with doing so.

## **SECTION 21. NOTICES**

Except as otherwise expressly provided herein, all notices required to be given to the City hereunder shall be in writing and shall be sent to the City Clerk, City of Osborn, 151 W Georgie, P.O. Box 67, Osborn, Missouri, 64474; all notices, demands and requests by the City to the Team shall be sent to the Osborn Ball Association.



## **SECTION 22. SEVERABILITY**

It is further understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

## **SECTION 23. SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, subleases and assigns of the respective parties hereto.

## **SECTION 24. TITLE TO SITE**

The Facility from the date hereof, until the termination of this Agreement, shall be owned in fee simple by the City, or in such lesser estate as, in the opinion of the City's Attorney, is sufficient to permit the licensing or letting thereof by the City as herein provided, for the full term provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement this 16<sup>th</sup> day of March, 2016.

CITY OF OSBORN, MISSOURI

\_\_\_\_\_  
David E. Meek, Mayor

A T T E S T:

\_\_\_\_\_  
Jody Barlow, City Clerk

OSBORN BALL ASSOCIATION

A T T E S T:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ed Proctor, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE OSBORN BALLFIELD**

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**The City of Osborn, Missouri, does hereby enter into this Intergovernmental Agreement with the Osborn, Missouri School District and the Stewartsville, Missouri School District**

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**The following represents the terms for an agreement between the parties:**

**SECTION 1. DEFINITIONS:**

For the purpose of this Agreement, the following words and phrases are defined, and shall be construed as hereinafter set out, unless it shall be apparent from the context that a different meaning is intended.

<u>City</u>	City of Osborn, Missouri
<u>Facility</u>	Osborn Ball Field, located at East Wells Street, consisting of one field
<u>Osborn R-O</u>	Osborn, Missouri School District
<u>Stewartsville C-2</u>	Stewartsville, Missouri School District
<u>Superintendent</u>	Current Superintendent of Osborn R-O School District and Stewartsville C-2 School District
<u>Agreement</u>	A lease and contract duly executed and legally binding.

**SECTION 2. RIGHTS AND PROMISES:**

A. **City.** *The City hereby agrees to provide the following:*

- 1) Grant an agreement for the use of the Osborn Ball Field, for the specific term set forth in Section 4 of this Agreement, for the purpose of playing the game of baseball.

- 2) Grant admission and concession rights throughout the duration of the specific term set forth in this Agreement to Osborn R-O and Stewartsville C-2.
- 3) The City shall be responsible for the maintenance and operation of the ball fields and facilities used by Osborn R-O and Stewartsville C-2. More specifically, the City shall be responsible for the maintenance and/or replacement of the individual field assets, which include, but are not limited to: (i) concession facilities; (ii) infield and outfield playing surfaces; and (iii) restrooms.
- 4) The City shall be responsible for repair and replacement of all mechanical, electrical, and structural systems owned by the City due to normal wear and tear and aging. The City will also be responsible for all plumbing and electrical maintenance associated with its own equipment.
- 5) The City shall be responsible for the upkeep of the ball field, which includes the field's concession area, restroom facilities, bleachers, trash pick-up, mowing, fences, and lighting.
- 6) The City shall maintain and repair the parking lots located adjacent to the facility.

**B. Osborn R-O/Stewartsville C-2.** *Osborn R-O/Stewartsville C-2 hereby agrees to provide the following:*

- 1) To conduct MSHSAA sanctioned or other approved league play and tournaments promoting the advancement of boys' baseball, with the understanding that the Athletic Director reserves the right to schedule high school boys' play.
- 2) All Osborn R-O/Stewartsville C-2 personnel and volunteers, including, but not limited to, umpires, scorekeepers and ball shags, shall be the sole responsibility of Osborn R-O/Stewartsville C-2 for all events sponsored by Osborn R-O/Stewartsville C-2.
- 3) Osborn R-O/Stewartsville C-2 shall maintain the playing conditions of the Facility throughout the season. (Refer to Section 2A and 2B3 for specific required maintenance activities.)
- 4) Osborn R-O/Stewartsville C-2 shall provide the equipment necessary to provide the appropriate and required level of maintenance of the field areas.
- 5) Osborn R-O/Stewartsville C-2 will be responsible for providing any and all equipment necessary to play games at the field. Including bases and equipment to mark the field.
- 6) Osborn R-O/Stewartsville C-2 will be responsible for providing and setting up a pitcher's mound. The mound will need to be torn down at the end of each baseball season. Osborn R-O/Stewartsville C-2 will not be allowed to re-build the pitching mound until the Osborn R-O fall softball season is over.

- 7) Osborn R-O/Stewartsville C-2 will be responsible for the lengthening of the infield by approximately 12 feet in order to meet compliance for high school baseball field dimensions and any costs/materials associated with the lengthening.
- 8) Osborn R-O/Stewartsville C-2 shall determine the field's playability for all games, practices, and events.
- 9) Osborn R-O/Stewartsville C-2 shall provide general field and facility maintenance and preparation for all games scheduled by or through the Team.
- 10) Osborn R-O/Stewartsville C-2 shall be responsible for facility clean-up, including, but not limited to, bleachers, walkways and restrooms, at the conclusion of each practice and/or game scheduled by or through the Team.
- 11) Osborn R-O/Stewartsville C-2 will be responsible for stocking and maintaining the supplies for concessions including equipment to store and cook the food.
- 12) Osborn R-O/Stewartsville C-2 will be responsible for stocking and maintaining the supplies for the restroom facilities.
- 13) Osborn R-O/Stewartsville C-2 shall be responsible to communicate to the City any emergency repairs to the Facility prior to authorizing the repair.
- 14) Osborn R-O/Stewartsville C-2 shall lock all gates, for security purposes, at the end of each and every use of the Facility. (This includes after each practice.)
- 15) Osborn R-O/Stewartsville C-2 shall have the right to sell Team oriented or promotional souvenirs (hard goods). All proceeds from any such sales shall belong to Osborn R-O/Stewartsville C-2.
- 16) Osborn R-O/Stewartsville C-2 shall provide prior written notice to the City of any intent to alter the Facility in any way; and refrain from proceeding with any such alteration unless having obtained the prior written approval of the City. The City will consider all reasonable requests.
- 17) Osborn R-O/Stewartsville C-2 shall be responsible for the operation and maintenance of all ticket and concession areas, excluding any repair and/or replacement to be provided by the City as set forth in Section 2A of this Agreement. All ticket sales and concession proceeds in the Facility for all events scheduled by or through Osborn R-O/Stewartsville C-2 shall belong to Osborn R-O/Stewartsville C-2.

- 18) Hiring and employment of all personnel and independent contractors, if any, for any and all activities and events scheduled by or through the Osborn R-O/Stewartsville C-2 shall be the responsibility of Osborn R-O/Stewartsville C-2. These responsibilities shall include, but are not necessarily limited to, employee payroll, payroll tax deposits, payroll tax reports, and associated duties, as well as procurements from vendors and contractors and timely payments to said vendors and contractors and the filing of 1099 and related reports as may be required by the Internal Revenue Service, the Social Security Administration, and/or other regulatory enforcement agencies.
- 19) Osborn R-O/Stewartsville C-2 shall have the right to use all areas of the Facility or such other areas adjacent to the Facility on an as needed basis for purposes of corporate advertising during the term of this Agreement, as long as advertising does not permanently alter the physical appearance of the Facility. Any exterior commercial signage shall be approved and permitted by the City. All proceeds from any such advertising (interior and exterior) shall belong to Osborn R-O/Stewartsville C-2.
- 20) Osborn R-O/Stewartsville C-2 shall refrain from using the Facility for any special event(s) and/or use(s) other than those for which the Facility is designed and intended, unless authorized by the City. In no event shall the Facility be used for political events or purposes. The City will consider any reasonable requests regarding the scheduling of special events at the Facility.
- 21) Osborn R-O/Stewartsville C-2 shall refrain from the sublease or rental of the Facility, or any portion thereof, including the surrounding premises, to, or otherwise allow the Facility to be used by, any other person and/or entity for a purpose other than providing a season of baseball games for the enjoyment of visitors to the Facility. However, if Osborn R-O/Stewartsville C-2 is approached by a person or entity with a request to sublease or rent the Facility for a purpose other than that specifically set forth in this Agreement, then Osborn R-O/Stewartsville C-2 may, if it chooses, submit this request, in writing, to the City. This written request must be received at least *thirty (30) calendar days prior* to the event and written approval of such request must be received from the City at least *ten (10) calendar days prior* to the event.
- 22) Osborn R-O/Stewartsville C-2 and all patrons attending any events at the Facility shall have the right of ingress into and egress from the Facility over and across the real property on which the Facility is located by means of any existing walkways, roads and lanes thereon. The primary parking area shall be the parking lot, and parking in the grassy areas adjacent to the Facility. The parties agree to use reasonable efforts to encourage patrons to park accordingly. Osborn R-O/Stewartsville C-2 shall be responsible for repairing any damage to the grassy areas adjacent to the Facility caused by patrons of the Facility parking in such areas.
- 23) Outside vendors who would like to set up for special events (tournaments, camps, etc.) are required to work with Osborn R-O/Stewartsville C-2 in accordance with the terms and conditions, if any, of this Agreement.

24) If Osborn R-O/Stewartsville C-2 engages in, or attempts to engage in, any activity other than that specifically granted to them under this Agreement, Osborn R-O/Stewartsville C-2 will cease and desist from such activity upon receipt of written notice from the City.

### **SECTION 3. SCHEDULE:**

The Team's schedule will start on February 1 and end on April 31 each year. This will result in Osborn R-O/Stewartsville C-2 having a (3) three month long season each year that the Agreement is in effect.

Osborn R-O/Stewartsville C-2 will need to work closely with the Osborn Ball Association during the spring baseball season. The Osborn Ball Association will have use of the ball field for evening and weekend practices during the months of March and April.

### **SECTION 4. ORGANIZATION:**

Osborn R-O/Stewartsville C-2 is a duly organized political subdivision of the State of Missouri and is administered to by a Board of Directors, elected by its users, which shall have full authority to set all policies, rules and regulations of said organization; said policies, rules and regulations shall be set out in its By-Laws.

### **SECTION 5. TERM**

The term of this Agreement shall be effective from May 1, 2016 through April 31, 2017; unless terminated earlier, as provided. Thereafter, so long as the Team is performing all of its obligations under this Agreement, the City shall renew, by Resolution of the City Council, this Agreement for additional one-year terms under the same terms and conditions.

### **SECTION 6. FACILITY USE FEE**

The City of Osborn will waive the facility use fee for the Osborn R-O/Stewartsville C-2 for the 2017 spring baseball season.

### **SECTION 7. REVIEW AND MODIFICATION**

The City and Osborn R-O/Stewartsville C-2 may review and, if desirable, revise this Agreement in a manner that is mutually satisfactory to the City and Osborn R-O/Stewartsville C-2, at any time. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing and signed by each of the parties

### **SECTION 8. CANCELLATION OR TERMINATION**

This Agreement shall govern all transactions between the parties until cancelled or terminated by the City or Osborn R-O/Stewartsville C-2. It is agreed that either party shall have the right to cancel or terminate this Agreement at any time upon thirty (30) days' prior written notice by certified mail, or by personal delivery, to the other party. Notwithstanding the foregoing, once

Osborn R-O/Stewartsville C-2 has commenced a season of games, this Agreement shall not be terminated prior to the conclusion of such season.

### **SECTION 9. SURRENDER AND POSSESSION**

No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Osborn R-O/Stewartsville C-2 hereby agrees that at the expiration date of the term of this Agreement, or at the earlier termination thereof, it will peaceably surrender possession of the Facility in good condition, reasonable wear and tear and acts of God excepted, and the City shall have the right to take possession of the Facility, with or without due process of law.

### **SECTION 10. SEPARATE PROPERTY OF TEAM**

During the term of this Agreement, Osborn R-O/Stewartsville C-2 may install, keep and maintain certain supplies and items of equipment on and in the Facility in which the City shall have no property interest (“Osborn R-O/Stewartsville C-2 Separate Property”). Osborn R-O/Stewartsville C-2 Separate Property shall not be considered part of the Facility and may be removed at any time provided that Osborn R-O/Stewartsville C-2 repairs any damage to the Facility caused by such removal.

### **SECTION 11. INSURANCE**

- A. This Agreement is conditioned upon Osborn R-O/Stewartsville C-2 providing the City Clerk with evidence that it has a policy for general liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and workers’ compensation insurance, as required by law, for the term of the Agreement. The general liability policy shall contain an endorsement naming the City of Osborn, Missouri as an additional insured, covering any and all claims arising out of this Agreement.
- B. The City only maintains blanket property insurance for its property, thus Osborn R-O/Stewartsville C-2 should maintain insurance for its own property.

### **SECTION 12. ADJUSTMENT OF CLAIMS**

Osborn R-O/Stewartsville C-2 shall provide for the prompt and efficient handling of all claims arising out of this Agreement.

### **SECTION 13. INDEMNIFICATION**

- A. Osborn R-O/Stewartsville C-2 agrees to indemnify and save harmless the City, its City Council, and its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers, employees and volunteers of Osborn R-O/Stewartsville C-2 in connection with this Agreement.



- B. To the extent permitted by law, the City agrees to indemnify and save harmless Osborn R-O/Stewartsville C-2, its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers and employees of the City pursuant to the City's ownership responsibilities of the Facility in connection with this Agreement.

#### **SECTION 14. AMENDMENTS**

It is understood that this Agreement shall not be amended, except by Ordinance of the City Council of the City of Osborn, Missouri.

#### **SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

Osborn R-O/Stewartsville C-2 shall comply with all applicable laws, ordinances, rules and regulations.

#### **SECTION 16. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, whether verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

#### **SECTION 17. GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

#### **SECTION 18. NO IMPLIED WAIVERS**

The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

#### **SECTION 19. NO PERSONAL LIABILITY**

No councilmember, director, officer, employee or other agent of either party shall be personally liable under, or in connection with, this Agreement.

#### **SECTION 20. USE AND CARE OF CITY PROPERTY**

No activities will be allowed that might cause damage to the Facility, or property location in the general vicinity of said Facility. At the conclusion of Osborn R-O/Stewartsville C-2 baseball season, the Facility, or property located in the general vicinity of said Facility, shall be left in

substantially the same condition it was in prior to the Osborn R-O/Stewartsville C-2 baseball season, including, but not limited to, removal of all trash. If damages occur to the Facility, or property located in the general vicinity of said Facility, as a result of the Osborn R-O/Stewartsville C-2 baseball season, including, but not limited to, damages to the grounds (grass, trees, etc.). Osborn R-O/Stewartsville C-2 agrees to take all steps necessary to restore the same to the condition they were in prior to the softball season, or, in the alternative, to reimburse the City for its cost (labor and materials) associated with doing so.

#### **SECTION 21. NOTICES**

Except as otherwise expressly provided herein, all notices required to be given to the City hereunder shall be in writing and shall be sent to the City Clerk, City of Osborn, 151 W Georgie, P.O. Box 67, Osborn, Missouri, 64474; all notices, demands and requests by the City to Osborn R-O shall be sent to Osborn R-O, Superintendent, 275 Clinton Ave., Osborn, Missouri 64474; all notices, demands and requests by the City to Osborn R-O shall be sent to Stewartsville C-2, Superintendent, 902 Buchanan St., Stewartsville, MO 64490.

#### **SECTION 22. SEVERABILITY**

It is further understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

#### **SECTION 23. SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sub lessees and assigns of the respective parties hereto.

#### **SECTION 24. TITLE TO SITE**

The Facility from the date hereof, until the termination of this Agreement, shall be owned in fee simple by the City, or in such lesser estate as, in the opinion of the City's Attorney, is sufficient to permit the licensing or letting thereof by the City as herein provided, for the full term provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement this 29<sup>th</sup> day of March, 2016.

APPROVED AS TO FORM:

CITY OF OSBORN, MISSOURI

\_\_\_\_\_  
Ed Proctor, City Attorney

\_\_\_\_\_  
David E. Meek, Mayor

A T T E S T:

\_\_\_\_\_  
Jody Barlow, City Clerk

OSBORN R-O SCHOOL DISTRICT

\_\_\_\_\_  
Rick Goin, Superintendent

A T T E S T:

\_\_\_\_\_  
Osborn R-O Secretary

STEWARTSVILLE C-2 SCHOOL  
DISTRICT

\_\_\_\_\_  
Jay Albright, Superintendent

A T T E S T:

\_\_\_\_\_  
Stewartsville C-2 Secretary

**INTERGOVERNMENTAL AGREEMENT FOR THE OSBORN BALLFIELD**

---

**The City of Osborn, Missouri, does hereby enter into this Intergovernmental Agreement with the Osborn, Missouri School District.**

---

**The following represents the terms for an agreement between the parties:**

**SECTION 1. DEFINITIONS:**

For the purpose of this Agreement, the following words and phrases are defined, and shall be construed as hereinafter set out, unless it shall be apparent from the context that a different meaning is intended.

<u>City</u>	City of Osborn, Missouri
<u>Facility</u>	Osborn Ball Field, located at East Wells Street, consisting of one field
<u>Osborn R-O</u>	Osborn Missouri School District
<u>Superintendent</u>	Current Superintendent of Osborn R-O School District
<u>Agreement</u>	A lease and contract duly executed and legally binding.

**SECTION 2. RIGHTS AND PROMISES:**

A. **City.** *The City hereby agrees to provide the following:*

- 1) Grant an agreement for the use of the Osborn Ball Field, for the specific term set forth in Section 4 of this Agreement, for the purpose of playing the game of softball.
- 2) Grant admission and concession rights throughout the duration of the specific term set forth in this Agreement to Osborn R-O.

- 3) The City shall be responsible for the maintenance and operation of the ball fields and facilities used by Osborn R-O. More specifically, the City shall be responsible for the maintenance and/or replacement of the individual field assets, which include, but are not limited to: (i) concession facilities; (ii) infield and outfield playing surfaces; and (iii) restrooms.
- 4) The City shall be responsible for repair and replacement of all mechanical, electrical, and structural systems owned by the City due to normal wear and tear and aging. The City will also be responsible for all plumbing and electrical maintenance associated with its own equipment.
- 5) The City shall be responsible for the upkeep of the ball field, which includes the field's concession area, restroom facilities, bleachers, trash pick-up, mowing, fences, and lighting.
- 6) The City shall maintain and repair the parking lots located adjacent to the facility.

**B. Osborn R-O.** *Osborn R-O hereby agrees to provide the following:*

- 1) To conduct MSHSAA sanctioned or other approved league play and tournaments promoting the advancement of girls' softball, with the understanding that the Athletic Director reserves the right to schedule high school girls' play.
- 2) All Osborn R-O personnel and volunteers, including, but not limited to, umpires, scorekeepers and ball shags, shall be the sole responsibility of Osborn R-O for all events sponsored by Osborn R-O.
- 3) Osborn R-O shall maintain the playing conditions of the Facility throughout the season. (Refer to Section 2A and 2B3 for specific required maintenance activities.)
- 4) Osborn R-O shall provide the equipment necessary to provide the appropriate and required level of maintenance of the field areas.
- 5) Osborn R-O will be responsible for providing any and all equipment necessary to play games at the field. Including bases and equipment to mark the field.
- 6) Osborn R-O shall determine the field's playability for all games, practices, and events.
- 7) Osborn R-O shall provide general field and facility maintenance and preparation for all games scheduled by or through the Team.

- 8) Osborn R-O shall be responsible for facility clean-up, including, but not limited to, bleachers, walkways and restrooms, at the conclusion of each practice and/or game scheduled by or through the Team.
- 9) Osborn R-O will be responsible for stocking and maintaining the supplies for concessions including equipment to store and cook the food.
- 10) Osborn R-O will be responsible for stocking and maintaining the supplies for the restroom facilities.
- 11) Osborn R-O shall be responsible to communicate to the City any emergency repairs to the Facility prior to authorizing the repair.
- 12) Osborn R-O shall lock all gates, for security purposes, at the end of each and every use of the Facility. (This includes after each practice.)
- 13) Osborn R-O shall have the right to sell Team oriented or promotional souvenirs (hard goods). All proceeds from any such sales shall belong to Osborn R-O.
- 14) Osborn R-O shall provide prior written notice to the City of any intent to alter the Facility in any way; and refrain from proceeding with any such alteration unless having obtained the prior written approval of the City. The City will consider all reasonable requests.
- 15) Osborn R-O shall be responsible for the operation and maintenance of all ticket and concession areas, excluding any repair and/or replacement to be provided by the City as set forth in Section 2A of this Agreement. All ticket sales and concession proceeds in the Facility for all events scheduled by or through Osborn R-O shall belong to Osborn R-O.
- 16) Hiring and employment of all personnel and independent contractors, if any, for any and all activities and events scheduled by or through the Osborn R-O shall be the responsibility of Osborn R-O. These responsibilities shall include, but are not necessarily limited to, employee payroll, payroll tax deposits, payroll tax reports, and associated duties, as well as procurements from vendors and contractors and timely payments to said vendors and contractors and the filing of 1099 and related reports as may be required by the Internal Revenue Service, the Social Security Administration, and/or other regulatory enforcement agencies.

- 17) Osborn R-O shall maintain the playing conditions of the Facility throughout the season. (Refer to Section 2A and 2B3 for specific required maintenance activities.)
- 18) Osborn R-O shall have the right to use all areas of the Facility or such other areas adjacent to the Facility on an as needed basis for purposes of corporate advertising during the term of this Agreement, as long as advertising does not permanently alter the physical appearance of the Facility. Any exterior commercial signage shall be approved and permitted by the City. All proceeds from any such advertising (interior and exterior) shall belong to Osborn R-O.
- 19) Osborn R-O shall refrain from using the Facility for any special event(s) and/or use(s) other than those for which the Facility is designed and intended, unless authorized by the City. In no event shall the Facility be used for political events or purposes. The City will consider any reasonable requests regarding the scheduling of special events at the Facility.
- 20) Osborn R-O shall refrain from the sublease or rental of the Facility, or any portion thereof, including the surrounding premises, to, or otherwise allow the Facility to be used by, any other person and/or entity for a purpose other than providing a season of softball games for the enjoyment of visitors to the Facility. However, if Osborn R-O is approached by a person or entity with a request to sublease or rent the Facility for a purpose other than that specifically set forth in this Agreement, then Osborn R-O may, if it chooses, submit this request, in writing, to the City. This written request must be received at least *thirty (30) calendar days prior* to the event and written approval of such request must be received from the City at least *ten (10) calendar days prior* to the event.
- 21) Osborn R-O and all patrons attending any events at the Facility shall have the right of ingress into and egress from the Facility over and across the real property on which the Facility is located by means of any existing walkways, roads and lanes thereon. The primary parking area shall be the parking lot, and parking in the grassy areas adjacent to the Facility. The parties agree to use reasonable efforts to encourage patrons to park accordingly. Osborn R-O shall be responsible for repairing any damage to the grassy areas adjacent to the Facility caused by patrons of the Facility parking in such areas.
- 22) Outside vendors who would like to set up for special events (tournaments, camps, etc.) are required to work with Osborn R-O in accordance with the terms and conditions, if any, of this Agreement.
- 23) If Osborn R-O engages in, or attempts to engage in, any activity other than that specifically granted to them under this Agreement, Osborn R-O will cease and desist from such activity upon receipt of written notice from the City.

**SECTION 3. SCHEDULE:**

The Team’s schedule will start on August 1 and end on October 31 each year. This will result in Osborn R-O having a (3) three month long season each year that the Agreement is in effect.

**SECTION 4. ORGANIZATION:**

Osborn R-O is a duly organized political subdivision of the State of Missouri and is administered to by a Board of Directors, elected by its users, which shall have full authority to set all policies, rules and regulations of said organization; said policies, rules and regulations shall be set out in its By-Laws.

**SECTION 5. TERM**

The term of this Agreement shall be effective from June 1, 2016 through May 31, 2017; unless terminated earlier, as provided. Thereafter, so long as the Team is performing all of its obligations under this Agreement, the City shall renew, by Resolution of the City Council, this Agreement for additional one-year terms under the same terms and conditions.

**SECTION 6. FACILITY USE FEE**

The City of Osborn will waive the facility use fee for the Osborn R-0 for the 2016 fall softball season.

**SECTION 7. REVIEW AND MODIFICATION**

The City and Osborn R-O may review and, if desirable, revise this Agreement in a manner that is mutually satisfactory to the City and Osborn R-O, at any time. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing and signed by each of the parties

**SECTION 8. CANCELLATION OR TERMINATION**

This Agreement shall govern all transactions between the parties until cancelled or terminated by the City or Osborn R-O. It is agreed that either party shall have the right to cancel or terminate this Agreement at any time upon thirty (30) days’ prior written notice by certified mail, or by personal delivery, to the other party. Notwithstanding the foregoing, once Osborn R-O has commenced a season of games, this Agreement shall not be terminated prior to the conclusion of such season.

**SECTION 9. SURRENDER AND POSSESSION**

No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Osborn R-O hereby agrees that at the expiration date of the term of this Agreement, or at the earlier termination thereof, it will peaceably surrender possession of the Facility in good condition,



reasonable wear and tear and acts of God excepted, and the City shall have the right to take possession of the Facility, with or without due process of law.

#### **SECTION 10. SEPARATE PROPERTY OF TEAM**

During the term of this Agreement, Osborn R-O may install, keep and maintain certain supplies and items of equipment on and in the Facility in which the City shall have no property interest (“Osborn R-O’s Separate Property”). Osborn R-O’s Separate Property shall not be considered part of the Facility and may be removed at any time provided that Osborn R-O repairs any damage to the Facility caused by such removal.

#### **SECTION 11. INSURANCE**

- A. This Agreement is conditioned upon Osborn R-O providing the City Clerk with evidence that it has a policy for general liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and workers’ compensation insurance, as required by law, for the term of the Agreement. The general liability policy shall contain an endorsement naming the City of Osborn, Missouri as an additional insured, covering any and all claims arising out of this Agreement.
- B. The City only maintains blanket property insurance for its property, thus Osborn R-O should maintain insurance for its own property.

#### **SECTION 12. ADJUSTMENT OF CLAIMS**

Osborn R-O shall provide for the prompt and efficient handling of all claims arising out of this Agreement.

#### **SECTION 13. INDEMNIFICATION**

- A. Osborn R-O agrees to indemnify and save harmless the City, its City Council, and its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers, employees and volunteers of Osborn R-O in connection with this Agreement.
- B. To the extent permitted by law, the City agrees to indemnify and save harmless Osborn R-O, its officers, agents and employees from and against any and all loss or damage to property of third persons, or injuries to, or death of, any person or persons, and from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of, the acts or omissions of officers and employees of the City pursuant to the City’s ownership responsibilities of the Facility in connection with this Agreement.

**SECTION 14. AMENDMENTS**

It is understood that this Agreement shall not be amended, except by Ordinance of the City Council of the City of Osborn, Missouri.

**SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

Osborn R-O shall comply with all applicable laws, ordinances, rules and regulations.

**SECTION 16. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, whether verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

**SECTION 17. GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

**SECTION 18. NO IMPLIED WAIVERS**

The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

**SECTION 19. NO PERSONAL LIABILITY**

No councilmember, director, officer, employee or other agent of either party shall be personally liable under, or in connection with, this Agreement.

**SECTION 20. USE AND CARE OF CITY PROPERTY**

No activities will be allowed that might cause damage to the Facility, or property location in the general vicinity of said Facility. At the conclusion of Osborn R-O's softball season, the Facility, or property located in the general vicinity of said Facility, shall be left in substantially the same condition it was in prior to the Osborn R-O's softball season, including, but not limited to, removal of all trash. If damages occur to the Facility, or property located in the general vicinity of said Facility, as a result of the Osborn R-O's softball season, including, but not limited to, damages to the grounds (grass, trees, etc.). Osborn R-O agrees to take all steps necessary to restore the same

to the condition they were in prior to the softball season, or, in the alternative, to reimburse the City for its cost (labor and materials) associated with doing so.

**SECTION 21. NOTICES**

Except as otherwise expressly provided herein, all notices required to be given to the City hereunder shall be in writing and shall be sent to the City Clerk, City of Osborn, 151 W Georgie, P.O. Box 67, Osborn, Missouri, 64474; all notices, demands and requests by the City to Osborn R-O shall be sent to Osborn R-O, Superintendent, 275 Clinton Ave., Osborn, Missouri 64474.

**SECTION 22. SEVERABILITY**

It is further understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SECTION 23. SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

**SECTION 24. TITLE TO SITE**

The Facility from the date hereof, until the termination of this Agreement, shall be owned in fee simple by the City, or in such lesser estate as, in the opinion of the City's Attorney, is sufficient to permit the licensing or letting thereof by the City as herein provided, for the full term provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement this 16<sup>th</sup> day of March, 2016.

CITY OF OSBORN, MISSOURI

\_\_\_\_\_  
David E. Meek, Mayor

A T T E S T:

\_\_\_\_\_  
Jody Barlow, City Clerk

OSBORN R-O SCHOOL DISTRICT

\_\_\_\_\_  
Rick Goin, Superintendent

A T T E S T:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ed Proctor, City Attorney

**BILL NO. 2016-04**

**ORDINANCE NO. 2016-04**

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**AN ORDINANCE ADOPTING PROPOSED BUDGET FOR THE  
FISCAL YEAR 2016 - 2017.**

---

**WHERE AS**, adoption of the proposed Budget for the Fiscal Year 2016-2017; and

**WHERE AS**, authorization of expenditures from general uncommitted tax funds of the City in accordance with the budget so adopted

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI THAT:**

**SECTION 1.** This ordinance shall be in full force and effect for Fiscal Year April 01, 2016 – March 31, 2017 after its passage and approval.

**PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this 29<sup>th</sup> day of March 2016.

---

Mayor, David E. Meek

Attest: \_\_\_\_\_  
City Clerk, Jody Barlow

**FAIR HOUSING MONTH PROCLAMATION**

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***FAIR HOUSING MONTH***

- WHEREAS,*** *April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and*
- WHEREAS,*** *the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and*
- WHEREAS,*** *vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and*
- WHEREAS,*** *illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;*

***NOW, THEREFORE, BE IT RESOLVED,***

*that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Board of Aldermen of the City of Osborn, Missouri, Clinton and Dekalb Counties, does hereby join in the national celebration by proclaiming*

*APRIL, 2016*

*as*

***FAIR HOUSING MONTH***

*and encourages all agencies, institutions and individuals, public and private, in Osborn to abide by the letter and the spirit of the Fair Housing law.*

*Signed and sealed this 13<sup>th</sup> day of April, 2016.*

---

*David E. Meek, Mayor*

***ATTEST:***

---

*Jody Barlow, City Clerk*

**Bill No.: 2016-08**

**Ordinance No.: 2016-08**

**An Ordinance Approving the Public Tax Levy Rate for 2016.**

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF OSBORN, MISSOURI THAT:

The levy for the year 2016 shall be in the sum of 0.7766 cents per one hundred dollar valuation. The Levy proceeds going to the general fund.

**PASSED, SIGNED, AND APPROVED THIS 29<sup>TH</sup> DAY OF AUGUST, 2016.**

---

David E. Meek, Mayor

Attest:

---

Jody Barlow, City Clerk

**AN ORDINANCE CONCERNING FEES FOR NEW CONNECTIONS TO THE MUNICIPAL WATER SYSTEM AND WASTEWATER SYSTEM**

**WHEREAS**, the City operates and maintains waterworks for the provision of a municipal water system; and

**WHEREAS**, the City operates and maintains wastewater treatment works for the provision of a municipal wastewater system; and

**WHEREAS**, the City must pay the operation and maintenance expenses associated with said waterworks system and wastewater treatment system; and

**WHEREAS**, the proceeds derived from such charges will be used for the purpose of operating and maintaining said water and wastewater system;

**WHERE AS**, the board of Alderman have determined and declared it to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges for all new connection to the City's water system and wastewater system; and

**NOW, THEREFORE BE IT HEREBY ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF OSBORN, MISSOURI AS FOLLOWS:**

**SECTION 1: WATER METER CONNECTION**

A. The charge for each new connection to the waterworks system shall be as follows:

**RESIDENTIAL CONNECTION FEES:**

Size of Meter

1. For a 5/8 x 3/4 inch meter to a 1 inch meter                    \$500.00  
(This fee shall include all costs and labor unless the actual cost is higher than the connection fee.)

**COMMERCIAL/INDUSTRIAL CONNECTION FEES:**

Size of Meter

1. For a 1 inch meter to 2 inch meter                                    \$500.00  
(This fee does not include cost of all materials and labor.)

B. If a connection is required to go across the street it will cost \$10 per foot for the distance from water main to the outer edge of the right of way.



## **SECTION 2: SEWER LINE CONNECTION**

- A. The homeowner, developer and/or business owner is responsible for hiring a fully licensed and insured contractor to make the connection to the city's sewerage system.
- B. Once the connection is made a designated City worker will inspect the work before the connection can be covered.
- C. The charge for connection to the sewer system shall be as follows:

### **RESIDENTIAL CONNECTION FEES:**

Minimum 4" service line                      \$50.00  
(City will determine if a larger service line is required.)

### **COMMERCIAL/INDUSTRIAL CONNECTION FEES:**

Minimum 4" service line                      \$100.00  
(City will determine if a larger service line is required.)

## **SECTION 3: UPGRADE**

Any upgrade to a larger service shall be the difference in cost between the smaller service and the larger service on current waterworks and sewer system connection fees.

## **SECTION 6: ENFORCEMENT**

No person shall connect to or use the city's waterworks or sewer system unless and until all connection fees are paid.

## **SECTION 7: REPEAL OF CONFLICTING ORDINANCES**

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

## **SECTION 8: EFFECTIVE UPON PASSAGE**

This ordinance shall be in full force and effect from and after its date of passage.

**PASSED, SIGNED, AND APPROVED THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2016.**

---

David E. Meek, Mayor

---

Jeff McCartney, Mayor Pro Tem

Attest:

---

Jody Barlow, City Clerk

**AN ORDINANCE DECLARING THE RESULTS OF THE GENERAL ELECTION HELD 05 APRIL 2016 TO DETERMINE IF THE CITY OF OSBORN, CLINTON AND DEKALB COUNTIES SHALL IMPOSE A ONE PERCENT SALES TAX ON THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL FOR GENERAL REVENUE PURPOSES**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, CLINTON AND DEKALB COUNTIES, MISSOURI, AS FOLLOWS:**

Section 1. Upon the canvass of the returns, according to law, of the results of the General Election held in the City of Osborn, Missouri on 05 April 2016 on the following question was as follows:

**QUESTION**

**Shall the city of Osborn impose a city sales tax of 1 percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail, subject to the sales tax imposed by the State of Missouri?**

YES: 37

NO: 29

Section 2. The Board of Aldermen finds the same was held in all respects in conformity with the ordinances of the City of Osborn, and laws of the State of Missouri; that the various Judges and Clerks were qualified and duly sworn in before entering upon the discharge of their respective duties; that the records of said election were duly certified according to law; that from a canvass of said election returns the Board of Aldermen finds the following number of yes and no votes received, said total covering the entire City of Osborn, Missouri:

Section 2. The Board of Aldermen further finds that the total number of votes cast by the entire City of Osborn, Missouri in the above election was 66.

Section 3. The Board of Aldermen further finds after full and final canvass of said returns that the proposed sales tax passed by a simple majority of the votes.

Read two times, passed and approved this 13<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
David E. Meek, Mayor

ATTEST:

\_\_\_\_\_  
Jody Barlow, City Clerk

**CANVASS OF THE CERTIFICATION OF ELECTION IN THE CITY OF  
OSBORN, CLINTON AND DEKALB COUNTIES, MISSOURI ON  
05 APRIL 2016**

**A ONE PERCENT SALES TAX FOR GENERAL REVENUE PURPOSES**

Shall the city of Osborn impose a city sales tax of 1 percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail, subject to the sales tax imposed by the State of Missouri.

Yes	37
No	29

I, Jody Barlow, Clerk of the City of Osborn, Missouri, hereby certify the above and foregoing to be a true, correct and complete abstract of all votes cast in said city, for a one percent sales tax for general revenue purposes at the General Election, held on the 5<sup>th</sup> day of April 2016, as shown by the returns made to my office by the County Clerks of Clinton and DeKalb Counties.

**IN TESTIMONY WHEREOF**, I hereunto set my hand and affix the seal of said city at my office in Osborn, Missouri, this 13<sup>th</sup> day of April 2016.

---

Jody Barlow, City Clerk  
City of Osborn

---

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED  
REGARDING PROPERTY LOCATED ALONG THE ABANDONED RAILROAD RIGHT OF  
WAY**

---

WHEREAS, it has been determined said property has been in the possession of and taxed to United Cooperative since 1994; and

WHEREAS, the execution of a quit claim deed for said property would not be prejudicial to the citizens and residents of the City of Osborn, Missouri, in as much as that portion of ground described has never been maintained or open for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, CLINTON AND DEKALB COUNTIES, AS FOLLOWS:

The City by and through its Mayor is hereby authorized to execute a quit claim deed to United Cooperatives, Inc. for said property:

**All that part of the abandoned railroad right-of-way, in the City of Osborn, DeKalb County, Missouri, lying north of Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Twenty-seven (27), in the Original Town, now City of Osborn, DeKalb County, Missouri, AND all that part of abandoned Hunt Street, lying North of the Centerline of the abandoned railroad right-of-way and South of the South line of Baker Street, all in the City of Osborn, DeKalb County, Missouri.**

This ordinance shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, AND APPROVED this 13<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
David E. Meek, Mayor

ATTEST:

\_\_\_\_\_  
Jody Barlow, City Clerk

-----  
(Space above reserved for Recording Data)

## QUIT CLAIM DEED

This Indenture, Made on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **The City of Osborn, a Municipal Corporation**, of the County of DeKalb, in the State of Missouri, (Grantor) Party of the First Part, and **United Cooperatives, Inc., a Missouri Corporation**, of the County of DeKalb, in the State of Missouri, (Grantee) Party of the Second Part: (mailing address of said first named grantee: (mailing address of said first named grantee: \_\_\_\_\_.)

WITNESSETH, that the said Party of the First Part, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, to it paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Remise, Release, and forever Quit-Claim unto the said party of the second part the following derived Lots, Tracts, or Parcels of Land lying, being and situate in the County of DeKalb and State of Missouri, to-wit:

**All that part of the abandoned railroad right-of-way, in the City of Osborn, DeKalb County, Missouri, lying north of Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Twenty-seven (27), in the Original Town, now City of Osborn, DeKalb County, Missouri, AND all that part of abandoned Hunt Street, lying North of the Centerline of the abandoned railroad right-of-way and South of the South line of Baker Street, all in the City of Osborn, DeKalb County, Missouri.**

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Party of the Second Part, and unto its successors and assigns, FOREVER; so that neither the said party of the First Part nor his/her heirs, nor any other person or persons for it or in its name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and everyone of them shall, by these presents, be excluded and barred forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto caused its hand and seal to be affixed the day and year first above written.

**The City of Osborn, a Municipal Corporation**

BY: \_\_\_\_\_  
**David E. Meek, Mayor**



State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared **David E. Meek, Mayor of The City of Osborn, a Municipal Corporation**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of Osborn, a Municipal Corporation, and that said instrument was signed in behalf of said Corporation by the authority of its Aldermen and the said David E. Meek acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED  
REGARDING PROPERTY LOCATED ALONG THE ABANDONED RAILROAD  
RIGHT OF WAY**

---

WHEREAS, it has been determined said property has been in the possession of and taxed to United Cooperative since 1994; and

WHEREAS, the execution of a quit claim deed for said property would not be prejudicial to the citizens and residents of the City of Osborn, Missouri, in as much as that portion of ground described has never been maintained or open for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, CLINTON AND DEKALB COUNTIES, AS FOLLOWS:

The City by and through its Mayor is hereby authorized to execute a quit claim deed to United Cooperatives, Inc. for said property:

**All that part of the abandoned railroad right-of-way, in the City of Osborn, DeKalb County, Missouri, lying north of Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Twenty-seven (27), in the Original Town, now City of Osborn, DeKalb County, Missouri, AND all that part of abandoned Hunt Street, lying North of the Centerline of the abandoned railroad right-of-way and South of the South line of Baker Street, all in the City of Osborn, DeKalb County, Missouri.**

This ordinance shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, AND APPROVED this 13<sup>th</sup> day of April, 2016.

---

David E. Meek, Mayor

ATTEST:

---

Jody Barlow, City Clerk





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**AN ORDINANCE REVISING ORDINANCE NO. 166 WHICH AUTHORIZES THE  
EXECUTION OF A QUIT CLAIM DEED**

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WHEREAS, it has been determined Ordinance No. 166, dated 11 December 1973, was never acted upon by conveyance of a quit claim deed; and

WHEREAS, the execution of a quit claim deed for said property would not be prejudicial to the citizens and residents of the City of Osborn, Missouri, in as much as that portion of ground described has never been maintained or open for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, CLINTON AND DEKALB COUNTIES, AS FOLLOWS:

The City by and through its Mayor is hereby authorized to execute a quit claim deed and deeding said property over to adjoining landowner, United Cooperatives, Inc. for said property:

**All that part of Hunt Street beginning south of railroad tracks across Platte Street and Ross Street that runs along the east side of block 27 and between block 32 and 31 and between block 35 and 36 to south edge of those two blocks (35 & 36).**

This ordinance shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, AND APPROVED this 13<sup>th</sup> day of April, 2016.

---

David E. Meek, Mayor

ATTEST:

---

Jody Barlow, City Clerk

**BILL NO. 2016-03**

**ORDINANCE NO. 2016-03**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A TRASH CONTRACT BETWEEN THE CITY OF OSBORN, MISSOURI AND R&W CONTAINER LLC.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, THAT:**

**SECTION 1.** The agreement attached hereto as Exhibit “A” and incorporated herein by reference is approved as a contractual obligation of the City of Osborn, Missouri.

**SECTION 2.** The Mayor and the City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Osborn, Missouri, and to affix the municipal seal thereto and attest the same.

**SECTION 3.** The contract shall be in effect for a period beginning January 01, 2016 and terminating December 31, 2017.

**PASSED, APPROVED and ADOPTED** by the Board of Aldermen of the City of Osborn, Missouri, this 13<sup>TH</sup> day of January, 2016.

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David E. Meek, Mayor

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Jody Barlow, City Clerk

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**ORDINANCE NO. 2016-09**

**OF**

**OSBORN, MISSOURI**

**PASSED NOVEMBER 9, 2016**

**AUTHORIZING**

**\$361,400**

**COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,  
SERIES D**

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**ORDINANCE**

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Exhibit A – Form of Bond

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A \$361,400 PRINCIPAL AMOUNT COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND, SERIES D, OF OSBORN, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BOND AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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**WHEREAS**, Osborn, Missouri (the “City”), is a city of the fourth class and political subdivision duly organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250, RSMo, now owns and operates a revenue producing combined waterworks and sewerage system serving the City and its inhabitants and others within its service area (the “System,” as hereinafter more fully defined); and

**WHEREAS**, the City is authorized under the provisions of Chapter 250, RSMo, to issue and sell revenue bonds for the purpose of acquiring, constructing, extending and improving the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the income and revenues derived from the ownership and operation of the System; and

**WHEREAS**, a bond election was duly held in the City on April 6, 2010, on the question whether to issue its combined waterworks and sewerage system revenue bonds in the amount of \$1,300,000 for the purpose of extending and improving the combined waterworks and sewerage system, and it was found and determined that a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of said revenue bonds for the purpose aforesaid, the vote on said question having been 54 votes for said question to 40 votes against said question; and

**WHEREAS**, \$111,200 of the bonds so authorized have heretofore been issued, and the City proposes to issue an additional \$361,400 of the bonds so authorized at said election for said purpose (the “Project”); and

**WHEREAS**, plans and specifications for said Project and an estimate of the cost thereof have been prepared and made by the City’s engineers and the same are hereby accepted and approved and are on file in the office of the City Clerk; and

**WHEREAS**, the City does not have outstanding any bonds or other obligations payable from the income and revenues derived from the ownership and operation of the System save and except the following:



<u>Issue Name</u>	<u>Date of Bonds</u>	<u>Amount Originally Issued</u>
Combined Waterworks and Sewerage System Revenue Bond, Series A	11/20/03	\$255,500
Combined Waterworks and Sewerage System Revenue Bond, Series B	11/20/03	20,000
Combined Waterworks and Sewerage System Revenue Bond, Series C	02/10/16	235,700

said Series A Bond, the Series B Bond and the Series C Bond being hereinafter referred to as the “Previously Issued Parity Bonds;” and

**WHEREAS**, the Government, as the owner or insurer of all of the outstanding bonds listed above, has given its consent to the issuance of the bonds herein authorized on a parity with all of said outstanding bonds; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of revenue bonds pursuant to the Act as herein provided to provide funds for the Project;

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

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Chapter 250, RSMo.

“**Average Annual Debt Service**” means the average of the Debt Service Requirements for the then current and all future fiscal years.

“**Bond Counsel**” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Payment Date**” means any date on which principal of or interest on the Bond is payable at the Maturity thereof or on any Interest Payment Date.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

**“Bondowner”** or **“Registered Owner”** when used with respect to the Bond means the Person in whose name such Bond is registered on the Bond Register.

**“Bond”** or **“Bonds”** means the Combined Waterworks and Sewerage System Revenue Bond, Series D, of the City, in the principal amount of \$361,400, authorized and issued pursuant to this Ordinance.

**“Business Day”** means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“City”** means the city of Osborn, Missouri, and any successors or assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Consultant”** means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

**“Debt Service Account”** means the Debt Service Account for Combined Waterworks and Sewerage System Revenue Bond, Series D, created by **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and net interest or interest-like payments (net of any Subsidy Payments) on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with a commercial bank or trust company located in the State of Missouri and having full trust powers.

**“Debt Service Reserve Account”** means the Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bond, Series D, created by **Section 501** hereof.

**“Debt Service Reserve Requirement”** means the sum of \$13,080.00.

**“Defaulted Interest”** means interest on the Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

- (a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations, are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's or Standard & Poor's Ratings Group that is no lower than the rating category then assigned by that rating agency to United States Government Obligations.

**“Expenses”** means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System but shall exclude all general administrative expenses of the City not related to the operation of the System.

**“Federal Tax Certificate”** means the City's Federal Tax Certificate relating to the Bond, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Government”** means the United States of America, acting through the United States Department of Agriculture.

**“Interest Payment Date”** means the Stated Maturity of an installment of interest on the Bond.

**“Maturity”** when used with respect to the Bond or installment of principal thereof means the date on which the Bond or installment of principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption, declaration of acceleration or otherwise.

**“Net Revenues”** means all Revenues less all Expenses.

**“Net Revenues Available for Debt Service”** means, for the period of determination, all Revenues less all Expenses.

**“Operation and Maintenance Account”** means the account referred to by that name ratified and confirmed by **Section 501** hereof.

**“Ordinance”** means this Ordinance as from time to time amended in accordance with the terms hereof.

**“Original Issue Date”** means the date on which the Bond is fully paid for and is delivered to the Purchaser.

**“Outstanding”** means, when used with reference to the Bond, as of any particular date, the Bond theretofore issued and delivered hereunder, except the following:

- (a) A Bond theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) A Bond or installments of principal thereof deemed to be paid in accordance with the provisions of **Section 1101** hereof; and
- (c) Any Bond in exchange for or in lieu of which another Bond has been registered and delivered hereunder.

**“Parity Bonds”** means the Previously Issued Parity Bonds described in the recitals to this Ordinance and any additional parity bonds or other obligations hereafter issued or incurred pursuant to **Section 902** hereof and standing on a parity and equality with the Bond with respect to the payment of principal and interest out of the Net Revenues of the System.

**“Parity Ordinances”** means the Previously Issued Parity Ordinances and the ordinances under which any additional Parity Bonds are hereafter issued pursuant to **Section 902** hereof.

**“Paying Agent”** means the party designated as Paying Agent pursuant to **Section 203** hereof and any successors and assigns.

**“Permitted Investments”** means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

**“Person”** means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Previously Issued Parity Bonds”** means the outstanding Series A Bond, the outstanding Series B Bond and the outstanding Series C Bond.

**“Previously Issued Parity Ordinances”** means Ordinance No. 248 dated April 30, 2002, authorizing the Series A Bond and the Series B Bond and Ordinance No. 2015-05 dated July 20, 2015, authorizing the Series C Bond.

**“Project”** means extending and improving the combined waterworks and sewerage system.

**“Project Fund”** means the fund by that name created by **Section 501** hereof.

**“Purchaser”** means (1) the Government, or (2) if and to the extent any rights, privileges or duties of the Government hereunder are assigned by the Government pursuant to an assignment of the City’s Loan Resolution (Form RUS Bulletin 1780-27) applicable to the Bond herein authorized, the Government’s assignee.

**“Record Date”** for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond or installments of principal thereof to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price”** when used with respect to any Bond or installments of principal thereof to be redeemed means the price at which such Bond or installments of principal thereof is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of principal whose Stated Maturity is on or before the Redemption Date.

**“Reduced Rate”** means an alternative rate of interest at which the Bond may be issued by the City at the time the Bond is originally purchased by and delivered to the Purchaser, such Reduced Rate being different from the rate of interest specified in **Section 202** of this Ordinance. The Reduced Rate must meet the following requirements:

(a) The Reduced Rate shall be less than 1.375%; and

(b) Written approval of the Reduced Rate, showing the reduced rate of interest and the amount of each annual installment of principal and interest, shall have been received by the City from the Purchaser prior to the original delivery of the Bond to the Purchaser.

**“Replacement and Extension Account”** means the account referred to by that name ratified and confirmed by **Section 501** hereof.

**“Revenue Fund”** means the fund referred to by that name ratified and confirmed by **Section 501** hereof.

**“Revenues”** means all income and revenues derived from the ownership and operation of the System, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of System facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**“Series A Bond”** means the Combined Waterworks and Sewerage System Revenue Bond, Series A, of the City dated November 20, 2003, originally issued in the principal amount of \$255,500.

**“Series B Bond”** means the Combined Waterworks and Sewerage System Revenue Bond, Series B, of the City dated November 20, 2003, originally issued in the principal amount of \$20,000.

**“Series C Bond”** means the Combined Waterworks and Sewerage System Revenue Bond, Series C, of the City dated February 10, 2016, originally issued in the principal amount of \$235,700.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“Stated Maturity”** when used with respect to the Bond or any installment of principal thereof or installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal or installment of principal of such Bond or such installment of interest is due and payable.

**“Subsidy Payments”** means funds received by the City that either (1) must be used, or (2) have been and are expected to continue to be used, to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to (a) payments received by the City through a federal or State of Missouri program, or (b) payments related to an interest rate swap, exchange, hedge or similar agreement.

**“Surplus Account”** means the account referred to by that name ratified and confirmed by **Section 501** hereof.

**“System”** means the entire combined waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water, and for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together

with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“**System Revenue Bonds**” means collectively the Bond and all other revenue bonds or other obligations which are payable out of, or secured by an interest in, the Net Revenues.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

## ARTICLE II

### AUTHORIZATION OF BOND

**Section 201. Authorization of Bond.** There is hereby authorized and directed to be issued a Combined Waterworks and Sewerage System Revenue Bond, Series D, of the City, in the principal amount of \$361,400 (the “Bond”) for the purpose of providing funds for the Project, as provided in this Ordinance.

**Section 202. Description of Bond.** The Bond shall consist of a fully registered bond without coupons in the principal amount of \$361,400. The Bond, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. The Bond shall be dated as of its Original Issue Date and shall bear interest from the Original Issue Date at the rate of 1.375% per annum or, if the required conditions are met prior to original delivery of the Bond, at the Reduced Rate, payable annually on the anniversary of the Original Issue Date in each year.

The Bond shall be issued as a single fully registered Bond with principal and interest payable in annual installments of \$13,080.00 (unless reduced at the time of original delivery to comply with a Reduced Rate approved by the Purchaser) beginning on the first (1<sup>st</sup>) anniversary of the Original Issue Date, and annually thereafter on each anniversary of the Original Issue Date except that the entire remaining principal and interest on such Bond, if not sooner paid, shall become due and payable on the 35<sup>th</sup> anniversary of the Original Issue Date. The payment of each such annual installment shall be applied first to accrued interest and then to principal.

**Section 203. Designation of Paying Agent.** The Treasurer of the City is hereby designated as the City’s paying agent for the payment of principal of and interest on the Bond and bond registrar with respect to the registration, transfer and exchange of the Bond (herein called the “Paying Agent”); provided, however, that upon the request of the Registered Owner the Bond, the City shall by ordinance authorize a bank or trust company having its principal office in Missouri to act as paying agent and bond registrar for the Bond.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the party then performing such function a certified copy of the proceedings giving

notice of the termination of such party and appointing a successor, and (2) causing notice to be given by first class mail to the Bondowner. No resignation or removal of the Paying Agent shall become effective until (i) a successor has been appointed and has accepted the duties of the Paying Agent and (ii) as long as the Bond is owned or insured by the Purchaser, such successor has been approved by the Purchaser.

Every Paying Agent appointed hereunder shall at all times be either (a) the Treasurer of the City or (b) a commercial banking association or corporation or trust company located in the State of Missouri organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 204. Method and Place of Payment of the Bond.** The installments of principal or Redemption Price of and interest on the Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The installments of principal, or Redemption Price of installments of principal, of the Bond shall be paid by check or draft mailed by the Paying Agent to the Person in whose name the Bond is registered on the Bond Register at the Maturity thereof, provided that the final installment of principal or the Redemption Price of all remaining principal shall be paid upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on the Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to the Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on the Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days or less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to the Registered Owner of the Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on the Bond and shall at least annually forward a copy or summary of such records to the City.



**Section 205. Registration, Transfer and Exchange of the Bond.** The City covenants that, as long as the Bond remains Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of the Bond as herein provided.

The Bond may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of the Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond in the principal amount of the outstanding and unpaid principal of the Bond that was presented for transfer or exchange. A Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging the Bond is exercised, the Paying Agent shall authenticate and deliver a Bond in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of the Bond provided for by this Ordinance. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owner of the Bond. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bond.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of the Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of the Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name the Bond is registered on the Bond Register as the absolute owner of such Bond, whether payments on such Bond are overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owner (or a designated representative thereof) of the Bond or any designated representative of such Registered Owner to be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Authentication and Delivery of the Bond.** The Bond, including a Bond issued in exchange or as substitution for the Bond initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on the Bond ceases to be such officer before the delivery of such Bond, such signature

shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. The Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bond as herein specified, and when duly executed, to deliver the Bond to the Paying Agent for authentication.

The Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by (i) the Treasurer of the City or (ii) if a bank or trust company is serving as Paying Agent, an authorized officer or employee of the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bond to the Purchaser, upon payment of the purchase price of 100% of the principal amount of the Bond plus accrued interest thereon to the date of its delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bond.** If (a) a mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of the Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If the final installment of principal and interest of any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of a new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance.

**Section 208. Cancellation and Destruction of Bond Upon Payment.** When the Bond has been paid or redeemed or otherwise have been surrendered to the Paying Agent, either at or before Maturity, it shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bond so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

## ARTICLE III

### REDEMPTION OF BOND

**Section 301. Redemption of Bond.** When the Bond is owned by the Purchaser the Bond (including the respective installments of principal corresponding thereto) shall be subject to redemption and prepayment prior to Stated Maturity, in whole or in part at any time at the option of the City, upon payment of the principal amount of the Bond or of the installments of principal thereof to be redeemed or prepaid, plus accrued interest thereon to the Redemption Date, without premium.

When the Bond is not owned by the Purchaser, the Bond (including the respective installments of principal corresponding thereto) shall be subject to redemption or prepayment prior to Stated Maturity at the option of the City, as follows:

(a) The Bond or installments of principal thereof are not subject to redemption prior to the ninth (9<sup>th</sup>) anniversary of the Original Issue Date.

(b) All or a portion of the installments of principal of the Bond becoming due on and after the tenth (10<sup>th</sup>) anniversary of the Original Issue Date shall be subject to redemption and payment at the option of the City, on the ninth (9<sup>th</sup>) anniversary of the Original Issue Date, or at any time thereafter in whole or in part, at the principal amount thereof, plus accrued interest thereon to the Redemption Date, without premium.

In the event of partial redemption of the Bond, the installments of principal to be redeemed shall be in the inverse order of the Maturity dates of such principal installments. The redemption of a portion of the Bond shall not reduce the amount of each annual installment of principal and interest due on the Bond.

### **Section 302. Instructions to Redeem the Bond.**

(a) The Paying Agent shall call the Bond or installments of principal thereof for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Price of the installments of principal of the Bond to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) The Bond may be redeemed in such portion of outstanding principal as shall be determined by the City. When less than all of the Outstanding Bond is to be redeemed, the Bond shall be redeemed in inverse order of installments of principal thereof.

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by the Registered Owner of the Bond, official notice of any redemption of all or any portion of such Bond shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date, to the Purchaser of the Bond and the Registered Owner of the Bond at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding principal of the Bond is to be redeemed, the portion of principal of the Bond to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon the Bond or portion thereof called for redemption and that interest on such Bond or portion thereof shall cease to accrue from and after the Redemption Date; and
- (e) if the Bond is to be fully redeemed and retired, the place where such Bond may be surrendered for payment of the Redemption Price, which shall be the office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of the Bond or portion of the Bond that is to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bond or portion of the Bond to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bond or portion of the Bond shall cease to bear interest; provided, however, that the redemption of a portion of the Bond shall not reduce the amount of the annual installment of principal and interest on the Bond. Upon surrender of the Bond for redemption in accordance with such notice, the Redemption Price of such Bond shall be paid by the Paying Agent. Installments of principal and interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest and principal. Upon surrender for any partial redemption of the Bond, there shall, if requested by the Registered Owner thereof, be prepared for the Registered Owner a new Bond paying the same annual installment of principal and interest, in the principal amount of the unpaid principal. A Bond that has been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond or installments of principal thereof.

#### **ARTICLE IV**

#### **SECURITY FOR THE BOND**

**Section 401. Security for the Bond.** The Bond shall be a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the City hereby pledges said Net Revenues to the payment of the principal

of and interest on the Bond. The Bond shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bond, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Bond shall be for the benefit, protection and security of the legal owner of the Bond. The Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds. The Bond shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Bond.

## **ARTICLE V**

### **CREATION AND RATIFICATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS**

**Section 501. Establishment of Funds and Accounts.** There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds and accounts to be known respectively as the:

- (a) Combined Waterworks and Sewerage System Project Fund (the “Project Fund”).
- (b) Combined Waterworks and Sewerage System Revenue Fund (the “Revenue Fund”).
- (c) Combined Waterworks and Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”).
- (d) Debt Service Account for Combined Waterworks and Sewerage System Revenue Bonds, Series A and Series B (the “Series A&B Debt Service Account”).
- (e) Debt Service Account for Combined Waterworks and Sewerage System Revenue Bonds, Series C (the “Series C Debt Service Account”).
- (f) Debt Service Account for Combined Waterworks and Sewerage System Revenue Bond, Series D (the “Debt Service Account”).
- (g) Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bonds, Series A and Series B (the “Series A&B Debt Service Reserve Account”).
- (h) Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bonds, Series C (the “Series C Debt Service Reserve Account”).
- (i) Debt Service Reserve Account for Combined Waterworks and Sewerage System Revenue Bond, Series D (the “Debt Service Reserve Account”).

- (j) Combined Waterworks and Sewerage System Replacement and Extension Account (the “Replacement and Extension Account”).
- (k) Combined Waterworks and Sewerage System Surplus Account (the “Surplus Account”).

The funds and accounts referred to in paragraphs (b), (c), (j) and (k) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Act and in this Ordinance and in the Previously Issued Parity Ordinances so long as any of the Bond or the Previously Issued Parity Bonds remain Outstanding within the meaning of this Ordinance and the Previously Issued Parity Ordinances, respectively. The funds and accounts referred to in paragraphs (d), (e), (g) and (h) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Act and in the Previously Issued Parity Ordinances so long as any of the Previously Issued Parity Bonds remain Outstanding within the meaning of the Previously Issued Parity Ordinances. The funds and accounts referred to in paragraphs (f) and (i) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Act and in this Ordinance so long as the Bond remains Outstanding.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bond shall be deposited simultaneously with the delivery of the Bond, as follows:

- (a) Any premium and accrued interest on the Bond shall be deposited in the Debt Service Account and applied in accordance with **Section 602(b)** hereof.
- (b) The remaining balance of the proceeds of the Bond shall be deposited in the Project Fund and applied in accordance with **Section 503** hereof.

**Section 503. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of (a) paying the cost of the Project as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the Consultant for the Project and heretofore approved by the Board of Aldermen of the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Board of Aldermen of the City, and (b) for paying the costs and expenses incident to the issuance of the Bond.

Withdrawals from the Project Fund shall be made only when authorized by the Board of Aldermen and only on duly authorized and executed warrants or vouchers therefor accompanied by a certificate executed by the Consultant that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bond and interest accruing on the Bond during the period of acquisition and construction of the Project or withdrawals of sums for investment or reinvestment purposes under the terms of this Ordinance without a certificate from the Consultant.

Upon completion of the Project as hereinbefore provided, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be used either to pay part of the first installment of interest on due on the Bond or for the prepayment of principal of the Bond.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 601. Revenue Fund.** The City covenants and agrees that from and after the delivery of the Bond, and continuing as long as the Bond remains Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided in this Ordinance. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 602. Application of Moneys in Funds and Accounts.** The City covenants and agrees that from and after the delivery of the Bond and continuing so long as the Bond shall remain Outstanding, it will on the first day of each month, administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance Account.** There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated Expenses during the ensuing month. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the City solely for the purpose of paying the Expenses of the System.

(b) **Debt Service Account.** There shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bond due and payable, beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as the Bond remains Outstanding and unpaid, an amount not less than 1/12 of the amount of principal and interest that will become due on the Bond on the next succeeding Bond Payment Date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any Subsidy Payments received by the City and applied to debt service or amounts deposited in the Debt Service Account as accrued interest or as capitalized interest in accordance with **Section 502(a)** hereof shall be credited against the City's payment obligations as set forth in this subsection (b) of this Section.

All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying (i) the interest on and principal of the Bond as and when the same become due, and (ii) not more than twenty-four (24) months' interest on advance construction loans made by the Purchaser of the Bond prior to its delivery to the Purchaser and the receipt of full payment of the purchase price by the City.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt

service accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service accounts.

**(c) Debt Service Reserve Account.** There shall next be paid and credited to the Debt Service Reserve Account the sum of \$109.00 each month until the amount on deposit in said Account aggregates the Debt Service Reserve Requirement. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account shall be expended and used by the City solely to prevent any default in the payment of interest on or principal of the Bond on any Maturity Date or Interest Payment Date if the moneys in the Debt Service Account are insufficient to pay the interest on or principal of said Bond as they become due. So long as the Debt Service Reserve Account aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required, but if the City is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized and such expenditure reduces the amount of said Account below the Debt Service Reserve Requirement, the City shall resume and continue said monthly payments into said Account until said Account shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve accounts established for the Parity Bonds under the provisions of the Parity Ordinances.

Moneys in the Debt Service Reserve Account may be used to call the Bond for redemption and payment prior to its Stated Maturity, provided all principal of the Bond at the time Outstanding is called for payment and funds are available to pay the same according to its terms. Moneys in the Debt Service Reserve Account shall be used to pay and retire the last Outstanding principal of the Bond unless such Bond and all interest thereon are otherwise paid. Any amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred (i) during the period of acquisition and construction of the Project, to the Project Fund, and (ii) after such construction period, to the Revenue Fund.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Account and to the debt service reserve accounts established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve accounts in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve accounts.

**(d) Replacement and Extension Account.** After all payments and credits required at the time to be made under (1) the provisions of paragraphs (a), (b) and (c) of this Section and (2) the provisions of ordinances of the City authorizing additional System Revenue Bonds relating to payments required to be made to debt service accounts and debt service reserve accounts for additional System Revenue Bonds have been made, there shall next be paid and credited to the Replacement and Extension Account the amounts required to be so paid and credited by the Previously Issued Parity Ordinances and, in addition thereto, the amount of \$109.00 each month so long as any of the Bond remains outstanding. Except as hereinafter



provided in **Section 603**, moneys in the Replacement and Extension Account shall be expended and used by the City, if no other funds are available therefor, solely (i) for the purpose of making unusual or extraordinary replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof, including replacing or repairing portions of the System or major items of any plant or equipment which either have been fully depreciated and are worn out or have become inefficient, uneconomical or obsolete, or (ii) for the purpose of extending and improving the System.

(e) **Surplus Account.** After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), (c) and (d) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account shall be expended and disbursed as follows:

(1) First, so long as either the balance on hand in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement or the balance on hand in the debt service reserve account for any issue of Parity Bonds is less than the debt service reserve requirement for such issue of Parity Bonds, all moneys in the Surplus Account shall be allocated to the Debt Service Reserve Account and the debt service reserve accounts for Parity Bonds in proportion to the original principal amount of the Bond and of each issue of Parity Bonds, respectively. In no event, however, shall either (i) the balance on hand in the Debt Service Reserve Account exceed the Debt Service Reserve Requirement or (ii) the balance on hand in the debt service reserve account for any issue of Parity Bonds exceed the debt service reserve requirement for such issue of Parity Bonds.

(2) Second, so long as the balance on hand in the debt service reserve account for any issue of junior lien System Revenue Bonds is less than the debt service reserve requirement for such issue of junior lien System Revenue Bonds, all moneys in the Surplus Account shall be allocated to the debt service reserve account(s) for each issue of junior lien System Revenue Bonds according to the ordinance(s) of the City authorizing each issue of junior lien System Revenue Bonds. In no event, however, shall the balance on hand in the debt service reserve account for any issue of junior lien System Revenue Bonds exceed the debt service requirement for such issue of junior lien System Revenue Bonds.

(3) Third, after subparagraphs (1) and (2) have been complied with, in any month in which the payment and credit to the Replacement and Extension Account is less than the amount required to be so paid by paragraph (d) of this Section (the "Total Monthly Replacement and Extension Account Deposit"), all moneys in the Surplus Account shall be used to make a transfer to the Replacement and Extension Account in the amount required to make up the deficiency in the Total Monthly Replacement and Extension Account Deposit for said month.

(4) Fourth, after subparagraphs (1), (2) and (3) have been complied with, moneys in the Surplus Account may be expended and used for the following purposes as determined by the governing body of the City:

(i) Paying Expenses of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(ii) Paying the cost of extending, enlarging or improving the System;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the debt service accounts or the debt service reserve accounts for System Revenue Bonds or in the Replacement and Extension Account, or any one of them, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any additional System Revenue Bonds; or

(iv) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bond or any other System Revenue Bonds, or portions thereof, including principal, interest and redemption premium, if any; provided, however, that so long as the Bond is owned or insured by the Purchaser, no moneys in the Surplus Account shall be used to redeem or purchase any other System Revenue Bonds without the written consent of the Purchaser.

**(f) Deficiency of Payments into Funds and Accounts.** If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 603. Transfer of Funds to Paying Agent.** The Treasurer or other authorized officer of the City is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bond, from the Debt Service Reserve Account, the Surplus Account and the Replacement and Extension Account as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bond as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owner of the Bond is no longer entitled to enforce payment of its obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 605. Nonpresentment of Bond.** If the Bond is not presented for payment when the final installment of principal thereof becomes due at Maturity, if funds sufficient to pay such final

installment of principal of and interest on the Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of the Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If the Bond is not presented for payment within four years following the date when the final installment of principal of and interest on such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## **ARTICLE VII**

### **DEPOSIT AND INVESTMENT OF MONEYS**

#### **Section 701. Deposit and Investment of Moneys.**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments. No such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account; provided, however, that all earnings on investments held in the Debt Service Reserve Account shall accrue to and become a part of such Account until the amount on deposit in such Account shall aggregate the Debt Service Reserve Requirement, and thereafter, all such earnings shall be credited to the Revenue Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Account shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Revenue Fund.

(c) So long as any of the Previously Issued Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Section shall be subject to any restrictions in the Previously Issued Parity Ordinances with respect to the funds and accounts created or ratified by and referred to in the Previously Issued Parity Ordinances.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with the Registered Owner of the Bond that so long as the Bond remains Outstanding and unpaid it will comply with each of the following covenants:

**Section 801. Corporate Existence; Efficient and Economical Operation; Sewerage System Connections to be Required.** The City will maintain its corporate identity and existence so long as the Bond remains Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities and duties of the City and is obligated by law to comply with the terms and provisions of this Ordinance without materially adversely affecting at any time the privileges and rights of any Owner of the Bond.

The City will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum utilization and most efficient operation of the System.

The City will require that the owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sanitary and storm sewer of the City, must, at the owner's expense, install suitable toilet facilities therein and connect such facilities directly with the proper part of the System within such reasonable time and pursuant to such regulations as shall be provided by the City.

**Section 802. Rate Covenant.** The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Revenues sufficient to (a) pay the Expenses of the System; (b) pay the principal of and interest on the Bond as and when the same become due at the Maturity thereof or on any Interest Payment Date; and (c) provide reasonable and adequate reserves for the payment of the Bond and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance.

**Section 803. Reasonable Charges for all Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the Revenues are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bond as and when the same become due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the City by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bond.

The City will serve any applicant within the service area of the System who desires the services of the System and who can feasibly and legally be served. So long as the Bond is owned or insured by the Purchaser, the City will obtain the concurrence of the Purchaser prior to refusing services to such applicant.

**Section 804. Restrictions on Mortgage or Sale of System.** The City will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the City may, but only with the consent of the Purchaser so long as the Bond is owned or insured by the Purchaser:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding installments of principal of the Bond in accordance with the provisions governing repayment of installments of principal of the Bond in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Revenues as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City; or

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof.

**Section 805. Insurance; Fidelity Bond Coverage.** The City will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other municipalities or public entities engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

All officers and employees of the City handling the funds and accounts of the System shall be bonded in each fiscal year in an amount not less than the total amount of principal and interest becoming due on all obligations of the City during the fiscal year or, so long as the Bond is held or insured by the Purchaser, the amount required by the Purchaser.

As long as the Bond is owned or insured by the Purchaser, the City will annually submit a report of its insurance and fidelity bond coverage to the Purchaser for review and approval.

**Section 806. Books, Records and Accounts.** The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete

and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the System.

**Section 807. Annual Budget.** Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding fiscal year. So long as the Bond is owned or insured by the Purchaser, the City Clerk, promptly upon the filing of said budget in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bond. Said annual budget shall be prepared in accordance with the requirements of the laws of Missouri and shall contain all information that is required by such laws.

**Section 808. Audits.** As long as the Bond is owned or insured by the Purchaser, audits shall be made at such time and in such manner as the Purchaser shall require.

If the Bond is not owned or insured by the Purchaser, then annually, promptly after the end of the fiscal year, the City will cause an audit to be made of the System for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such fiscal year.

Within 30 days after the completion of each audit, a copy thereof shall be filed in the office of the City Clerk, and, if the Bond is owned or insured by the Purchaser, a duplicate copy of the audit shall be mailed to the Purchaser of the Bond. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the System, the Registered Owner of the Bond, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

As soon as possible after the completion of each audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance and the Act, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

**Section 809. Right of Inspection.** The Purchaser of the Bond and any Registered Owner of the Bond shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner may reasonably request.

**Section 810. Performance of Duties and Covenants.** The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the City by the Constitution and laws of the State of Missouri and by the provisions of this Ordinance.

**Section 811. Consultant's Report.** Upon the request of the Purchaser, but in no event more often than once every three years, the City will cause a Consultant to make an examination of and report on the condition and operations of the System, such report to include recommendations as to any changes in such operations deemed desirable. Each such report shall also make reference to any unusual or

extraordinary items of maintenance and repair and any extensions or improvements that may be needed in the ensuing three-year period. A copy of each such report shall be filed in the office of the City Clerk and, upon written request, sent to the Purchaser of the Bond or the Bondowner (at the expense of such Bondowner).

**Section 812. Tax Covenants.**

(a) The City covenants that (1) it will comply with all applicable provisions of the Code necessary to maintain the exclusion from federal gross income of the interest on the Bond, and (2) it will comply with all provisions and requirements of the Federal Tax Certificate. The Mayor is hereby authorized and directed to execute the Federal Tax Certificate in a form that is approved by Bond Counsel, for and on behalf of and as the act and deed of the City. The City will also pass such other resolutions or ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bond will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bond pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity of all installments of principal of the Bond Outstanding.

**Section 813. Refinanced Bonds - When Required.** The City hereby represents and covenants that it will refinance the unpaid balance, in whole or in part, of the Outstanding principal amount of the Bond upon the request of the Purchaser if at any time it should appear to the Purchaser that the City is able and authorized by law to refinance the Bond by obtaining a loan for such purposes from cooperatives or private sources at reasonable rates and terms.

**ARTICLE IX**

**ADDITIONAL BONDS AND OBLIGATIONS**

**Section 901. Senior Lien Bonds.** The City covenants and agrees that so long as the Bond remains Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City or the System for the payment of moneys determined in accordance with generally accepted accounting principles consistently applied, including capital leases as defined by generally accepted accounting principles, payable out of the Net Revenues or any part thereof which are superior to the Bond.

**Section 902. Parity Lien Bonds and Other Obligations.** The City covenants and agrees that so long as the Bond remains Outstanding, it will not issue any additional bonds or other long-term obligations payable out of the Net Revenues or any part thereof which stand on a parity or equality with the Bond unless **Section 905** hereof is complied with and the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on the Bond or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default).

(b) Either of the following:

(1) The Net Revenues Available for Debt Service, as determined by a certified public accountant or firm of certified public accountants, for the fiscal year immediately preceding the issuance of additional bonds shall have been equal to at least 120% of the Average Annual Debt Service for all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this subsection, such accountant(s) may adjust said Net Revenues Available for Debt Service by adding thereto, in the event the City has made any increase in rates for the use and services of the System and such increase has not been in effect during all of the fiscal year immediately preceding the issuance of additional bonds, the amount, as estimated by such accountant(s) or a Consultant, of the additional Net Revenues Available for Debt Service which would have resulted from the operation of the System during said preceding fiscal year had such rate increase been in effect for the entire period.

(2) The Net Revenues Available for Debt Service projected to be derived by the City from the operation of the System for the fiscal year immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, as determined by a Consultant, shall be equal to at least 120% of the average of the Debt Service Requirements in all fiscal years succeeding said fiscal year in which such improvements are expected to be placed in commercial operation. In determining the projected Net Revenues Available for Debt Service for the purpose of this subsection, the Consultant may adjust said projections by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the System duly made by the City and which shall be in effect for the period of such projections which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

(c) So long as the Bond is owned or insured by the Purchaser, any ordinance authorizing such additional parity bonds shall contain substantially the same terms, conditions, covenants and procedures as established in this Ordinance and such ordinance authorizing such additional revenue bonds shall acknowledge the fact that the Bond may be called for redemption and payment prior to the Stated Maturity thereof as a requirement of the Purchaser as contained in 7 U.S.C. 1983(3), 7 C.F.R. Part 1780, and any succeeding federal laws and regulations applicable thereto.

Additional revenue bonds of the City issued under the conditions set forth in this Section shall stand on a parity with the Bond and shall enjoy complete equality or lien on and claim against the Net Revenues with the Bond, and the City may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 903. Junior Lien Bonds and Other Obligations.** Nothing in this Section contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and benefitting the



System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided at the time of the issuance of such additional revenue bonds or obligations **Section 905** hereof is complied with and the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bond so that if at any time the City shall be in default in paying either interest on or principal of the Bond, or if the City is in default in making any payments required to be made by it under the provisions of paragraphs (a), (b) and (c) of **Section 602** of this Ordinance, the City shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

**Section 904. Refunding Bonds.** Subject to the continuing obligation of the City to comply with the provisions of **Section 905** hereof and with 7 U.S.C. 1983(3) and regulations issued thereunder so long as the Bond is owned or insured by the Purchaser, the City shall have the right, if it shall find it desirable, without complying with the provisions of **Section 902** hereof to refund a portion of the Bond under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with the portion of the Bond which is not refunded upon the Net Revenues of the System; provided, however, that if only a portion of the Bond is refunded and if such portion of the Bond is refunded in such manner that the aggregate amount of principal and interest scheduled to become due on the refunding bonds in any fiscal year (taking into account scheduled mandatory redemptions) exceeds the aggregate amount of principal and interest scheduled to become due on the portion of the Bond being refunded in said fiscal year (taking into account scheduled mandatory redemptions) then such portion of the Bond may be refunded without complying with the provisions of **Section 902** hereof only by and with the written consent of the Registered Owner of the Bond.

**Section 905. Consent of Purchaser Required For Additional Bonds.** Notwithstanding any provision in this Ordinance to the contrary, as long as the Bond is owned or insured by the Purchaser, the City will not issue any additional bonds or other obligations having a claim on the Net Revenues or any part thereof without the prior written consent of the Purchaser.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 1001. Acceleration of Maturity Upon Default.** The City covenants and agrees that if it defaults in the payment of the principal of or interest on the Bond as the same become due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 60 days after written notice specifying such default has been given to the City by the Registered Owner of the Bond, then, at any time thereafter and while such default continues, the Registered Owner of the Bond may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the unpaid principal of the Bond then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, the Bond shall become and be immediately due and payable, anything in this Ordinance or in the Bond contained to the contrary notwithstanding. This provision, however, is subject to the condition

that if at any time after the principal of the Bond has been so declared to be due and payable, all arrears of interest upon the Bond, except interest accrued but not yet due on the Bond, and all arrears of principal upon the Bond have been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owner of the Bond, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

**Section 1002. Other Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner of the Bond, and the Registered Owner of the Bond shall have the right:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner of the Bond.

**Section 1003. Limitation on Rights of Bondowner.** The Bondowner secured hereby shall have no right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

**Section 1004. Remedies Cumulative.** No remedy conferred herein upon the Bondowner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of the Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of the Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owner of the Bond shall be restored to its former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowner shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1005. No Obligation to Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bond.

## ARTICLE XI

### DEFEASANCE

**Section 1101. Defeasance.** When the Bond or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or interest payments so paid and discharged. The Bond or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with a commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bond or interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bond, and/or interest to accrue on such Bond to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if the Bond shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bond, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bond in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with a commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging the Bond or the interest payments thereon, shall be and are hereby assigned, transferred and set over to such bank or trust company in trust for the respective Registered Owner of the Bond, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Notwithstanding any provision herein to the contrary, as long the Bond is owned or insured by the Purchaser, the City will not issue any additional revenue bonds or other obligations for the purpose of providing funds to refund all or part of the Bond unless either (i) the Bond is paid, retired and cancelled concurrently with the issuance of such refunding revenue bonds or other obligations or at the first interest and principal payment date for the Bond occurring after the issuance of the refunding revenue bonds or other obligations, or (ii) written consent to the issuance of such refunding revenue bonds or other obligations is given by the Purchaser.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 1201. Amendments.** Any provision of the Bond or of this Ordinance may be amended or modified by ordinance duly passed by the governing body of the City at any time in any respect with the written consent of the Registered Owner of the Bond.

Without notice to or the consent of the Bondowner, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowner.

Every amendment or modification of the provisions of the Bond or of this Ordinance, to which the written consent of the Bondowner is given shall be expressed in an ordinance passed by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of the Bond or a prospective purchaser or owner of the Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owner of the Bond. It shall not be necessary to note on the Outstanding Bond any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bond or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 1202. Notices, Consents and Other Instruments by Bondowner.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bond and the date of holding the same shall be proved by the Bond Register.

As long as the Bond is owned or insured by the Purchaser, the Purchaser shall be deemed to be a Bondowner for purposes of **Article X** and **Article XII** of this Ordinance.

**Section 1203. Further Authority.** The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1204. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 1205. Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri.

**Section 1206. 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.

**Section 1207. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

**PASSED** by the Board of Aldermen of Osborn, Missouri, and **APPROVED** by the Mayor this 9th day of November, 2016.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A  
TO ORDINANCE**

**(FORM OF BOND)**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Case No. \_\_\_\_\_

**Registered  
No. R-1**

**Registered  
\$361,400**

**OSBORN, MISSOURI**

**COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
SERIES D**

**REGISTERED OWNER: UNITED STATES OF AMERICA,  
UNITED STATES DEPARTMENT OF AGRICULTURE**

**PRINCIPAL AMOUNT: THREE HUNDRED SIXTY ONE THOUSAND FOUR  
HUNDRED DOLLARS**

**OSBORN, MISSOURI**, a city of the fourth class and a political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay out of the funds hereinafter specified, to the registered owner shown above, or its registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above and to pay interest thereon, but solely from the source and in the manner herein specified, from the effective date of registration of this Bond (which date is set forth on the last page of this Bond) at the rate of \_\_\_\_\_% per annum, payable \_\_\_\_\_, \_\_\_\_\_, and thereafter annually on \_\_\_\_\_ in each year, on the unpaid principal balance until paid in full.

The principal or redemption price of and interest on this Bond shall be payable in installments as follows:

Principal of and interest on this Bond shall become due in installments of \$\_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, and annually thereafter on \_\_\_\_\_ until the principal and interest are fully paid except that the final installment of the entire remaining principal and interest on this Bond, if not sooner paid, shall be due and payable on \_\_\_\_\_, \_\_\_\_\_.

Every payment made on the obligation evidenced by this Bond shall be applied first to accrued interest and then to principal. Both principal of and interest on this Bond are hereby made payable in any coin or currency which, on the respective dates of payment of principal and interest, is legal tender for the payment of debts due the United States of America.

When this Bond is owned by the United States of America acting through the United States Department of Agriculture, this Bond or the respective installments or principal corresponding thereto shall be subject to redemption and prepayment prior to maturity, at the option of the City, in whole or in part at any time upon payment of the par value of the principal amount of the Bond or installments of

principal thereof to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

When this Bond is not owned by the United States of America acting through the United States Department of Agriculture, this Bond or the respective installments of principal corresponding thereto are not subject to redemption prior to \_\_\_\_\_, \_\_\_\_\_. The installments of principal of the Bond maturing in the years \_\_\_\_ to \_\_\_\_\_, inclusive, are subject to redemption and payment at the option of the City on \_\_\_\_\_, \_\_\_\_\_, or at any time thereafter in whole or in part at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

If this Bond or any installment of principal of this Bond be called for redemption as aforesaid, interest on this Bond or on such installments of principal of this Bond will cease on the specified redemption date provided funds or securities in which such funds are invested for such redemption are on deposit with the hereinafter referred to Paying Agent prior to the redemption date. Redemption of less than all of the unpaid installments of principal of this Bond shall not reduce the annual installment of principal and interest payable each year. If all of the unpaid installments of principal of this Bond be called for redemption, this Bond shall no longer be entitled to the benefits and protection of the covenants contained in the Ordinance authorizing this Bond and shall not be deemed to be outstanding under the provisions of said Ordinance.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption, to the Purchaser of the Bond and the registered owner of the Bond at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bond or portion of the Bond to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portion of the Bond shall cease to bear interest.

During such time as this Bond is outstanding and unpaid, interest and principal installment payments accruing on this Bond, except for the final payment of the entire indebtedness, shall be payable by check or draft to the Registered Owner hereof without presentation of this Bond by the Treasurer of the City (the "Paying Agent"). Final payment of the entire obligation evidenced by this Bond shall be payable upon presentation and surrender of this Bond at the office of the Paying Agent.

This Bond is a duly authorized bond issue of the City designated the "Combined Waterworks and Sewerage System Revenue Bond, Series D," in the principal amount of \$361,400 (the "Bond"), issued by the City for the purpose of extending and improving the combined waterworks and sewerage system (said combined waterworks and sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to elections duly held in the City and an ordinance duly passed by the governing body of the City (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

The Bond is a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the taxing power of the City is not pledged to the payment of the Bond either as to principal or interest. The Bond shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the

meaning of any constitutional, statutory or charter provision, limitation or restriction. The Bond stands on a parity and is equally and ratably secured with respect to the payment of principal and interest from the Net Revenues of the System and in all other respects with (i) a Combined Waterworks and Sewerage System Revenue Bond, Series A, of the City dated November 20, 2003, originally issued in the principal amount of \$255,500, (ii) a Combined Waterworks and Sewerage System Revenue Bond, Series B, of the City dated November 20, 2003, originally issued in the principal amount of \$20,000 and (iii) a Combined Waterworks and Sewerage System Revenue Bond, Series C, of the City dated February 10, 2016, originally issued in the principal amount of \$235,700. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds payable from and secured by the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bond as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Revenues of the System, the nature and extent of the security of the Bond, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owner thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond of the same maturity and in the outstanding principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of this Bond, provision has been duly made for the collection and segregation of the Revenues and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, OSBORN, MISSOURI**, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Original Issue Date of this Bond to be \_\_\_\_\_, \_\_\_\_\_.



**CERTIFICATE OF AUTHENTICATION**

**OSBORN, MISSOURI**

This Bond is the Bond described in  
the within-mentioned Ordinance.

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

Effective Date  
of Registration: \_\_\_\_\_

(SEAL)

\_\_\_\_\_,  
Treasurer of Osborn, Missouri,  
as Paying Agent

ATTEST:

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

Registered Owner's address:

City's mailing address:

601 Business Loop 70 West  
Suite 235, Parkade Center  
Columbia, Missouri 65203

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

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution)

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

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

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AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF OSBORN AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, AS FOLLOWS:

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Osborn, Missouri, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity and other

services within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in

upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, this Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities, which do not require excavation.

SECTION 10. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 11. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

SECTION 12. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 13. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this 14th day of December, 2016.

\_\_\_\_\_  
Mayor  
City of Osborn, Missouri

ATTEST:

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

STATE OF MISSOURI )  
 ) SS  
COUNTY OF DEKALB-CLINTON )

I, Jody Barlow, City Clerk within and for the City of Osborn, in the State and County aforesaid, do hereby certify that:

- (1) the foregoing constitutes a full, true and correct copy of Ordinance No. 2016-12 of said City as:
- (a) introduced before the Board of Aldermen on the 9th day of November, 2016; and
  - (b) completed in the form as finally passed and which remained on file with the undersigned City Clerk for public inspection at least thirty (30) days before the final passage thereof; and
  - (c) passed by the Board of Aldermen and approved by the Mayor on the 14th day of December, 2016, as fully as the same appears of record in my office;
- (2) I did not receive, within thirty (30) days after the final passage and approval of the Ordinance, a petition sufficient in form and signed by the requisite number of voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Osborn, Missouri, at my office in said City, this 14th day of December, 2016.

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



BILL NO. 2016-13

ORDINANCE NO. 2016-13

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF OSBORN, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPURTENANT TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of Osborn, State of Missouri, hereinafter called "City", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this 14th day of December, 2016.

\_\_\_\_\_  
Mayor, City of Osborn

ATTEST:

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

**EXHIBIT A**  
**CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE**

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the City of Osborn, hereinafter called "Customer";

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW THEREFORE, Customer does hereby award to Company this contract for lighting within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional Street and Outdoor Lighting Service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which

is attached hereto as Appendix 2. These tariffs may be amended as allowed by state law governing electrical corporations.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer.

Ameren Missouri  
Attn: Customer Service Advisor  
Michael D. Edwards  
2101 N. Jesse James  
Excelsior Springs, MO 64024

5. Term. The term of the contract is twenty (20) years. This contract expires on \_\_\_\_\_.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate and effective \_\_\_\_\_.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: \_\_\_\_\_  
Sr. Vice President, Customer Operations

ATTEST:

\_\_\_\_\_  
Assistant Secretary

CITY OF OSBORN, MISSOURI

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

ATTEST:

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

MUNICIPAL STREET LIGHT REPORT

DIVISION: CENTRAL MISSOURI DIVISION

EFFECTIVE DATE: 10/01/2016

TOWN: OSBORN

ACCOUNT NUMBER: 26030-21004

<u>AMEREN - UNION ELECTRIC OWNED</u>	<u>TOTAL NUMBER</u>	<u>RATE</u>
9500 HPS OPEN BOTTOM	66	\$10.98
LED 100 W EQ BRACKET	2	\$9.92

UNION ELECTRIC COMPANY ELECTRIC SERVICE

MOP S C. SCHEDULE NO 6 2nd Revised SHEET NO. 58  
 CANCELLING MOP S C SCHEDULE NO. 6 1st Revised SHEET NO. 58

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)  
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

RATE PER UNIT PER MONTH LAMP AND FIXTURE

\* The Light Emitting Diode (LED) offerings under sections A. and B. below will be made available to customers beginning on or about April 1, 2016.

A. LED Standard horizontal enclosed luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$11.35
90-110	\$16.07
180-220	\$29.73

B. LED Standard side mounted, open bottom luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$9.92

\* The High Pressure Sodium and Mercury Vapor offerings under sections C. and D. below will only be available for new installations through on or about March 31, 2016. After such time, Company will replace these existing fixtures, upon failure, with an LED fixture under sections A. and B.

C. Standard horizontal burning, enclosed luminaire on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$12.41	6,800	\$12.41
25,500	\$17.93	20,000	\$17.93
50,000	\$31.97	54,000	\$31.97

D. Standard side mounted, hood with open bottom glassware on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
5,800	\$10.05	3,300	\$10.05
9,500	\$10.98	6,800	\$10.98

E. Standard post-top luminaire including standard 17-foot post:

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$22.99	3,300	\$21.73
		6,800	\$22.99

\*Indicates Addition

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016

ISSUED BY Michael Moehn President St. Louis, Missouri  
 NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY ELECTRIC SERVICE

M.O.P.S.C SCHEDULE NO. 6 2nd Revised SHEET NO. 58.1  
 CANCELLING M.O.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58.1

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)  
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

F. Pole-mounted, direction flood luminaire; limited to installations accessible to Company basket truck:

<u>High Pressure Sodium</u>		<u>Metal Halide</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
25,500	\$22.76	34,000	\$22.76	20,000	\$22.76
50,000	\$36.00	100,000	\$71.96	54,000	\$36.00

(1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

G. All poles and cable, where required to provide lighting service:

The installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

H. Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>*Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Open Bottom	\$10.98
140,000 Lumens, H.P. Sodium, Directional	\$71.96

\* Term of Contract Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

\* Discount for Franchised Municipal Customers A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

\*Indicates Reissue

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016  
 ISSUED BY Michael Moehn President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS



UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C SCHEDULE NO 6 2nd Revised SHEET NO 58.2  
 CANCELLING MO.P.S.C SCHEDULE NO 6 1st Revised SHEET NO 58.2

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)  
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

Tax Adjustment Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

\* Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

<u>** LED (Watts)</u>	<u>** LED (Billed Watts)</u>	<u>* Billing Month</u>	<u>* Burning Hours</u>
40-50	45	January	408
90-110	105	February	347
180-220	210	March	346
		April	301
		May	279
		June	255
		July	272
		August	298
		September	322
		October	368
		November	387
		December	417

  

<u>* Lamp Size (Lumens)</u>	<u>* Rating (Watts)</u>
<u>H. P. Sodium</u>	
5,800	70
9,500	120
16,000	202
25,500	307
50,000	482
140,000	1000
<u>Mercury Vapor</u>	
3,300	127
6,800	207
11,000	294
20,000	455
42,000	700
54,000	1080
<u>Metal Halide</u>	
34,000	450
100,000	1100

\*Indicates Reissue      \*\*Indicated Addition

DATE OF ISSUE December 17, 2015      DATE EFFECTIVE January 16, 2016  
 ISSUED BY Michael Moehn      TITLE President      ADDRESS St. Louis, Missouri  
NAME OF OFFICER      TITLE      ADDRESS

## UNION ELECTRIC COMPANY      ELECTRIC SERVICE

MO P.S.C. SCHEDULE NO 6      1st Revised      SHEET NO. 58.3CANCELLING MO P.S.C. SCHEDULE NO 6      Original      SHEET NO. 58.3APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)\* 1. RATE APPLICATION

Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.

\* 2. CHARACTER OF SERVICE SUPPLIED

Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.

\* 3. NON-STANDARD FACILITIES

Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.

4. CONVERSION OR MODIFICATION OF LAMPS

\*\* Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights at that time, Company will make the requested changes, within the parameters described below, provided that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will be prorated based on the removal and installation dates.

\*Indicates Reissue

\*\*Indicates Change

DATE OF ISSUE December 17, 2015      DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn      President      St. Louis, Missouri  
NAME OF OFFICER      TITLE      ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 61st Revised SHEET NO. 58.4CANCELLING MO.P.S.C. SCHEDULE NO. 6Original SHEET NO. 58.4APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)4. CONVERSION OR MODIFICATION OF LAMPS (Cont'd.)

- \* Company will convert to LED up to 1,000 lights per year requested by customers. Customer requests for LED lights will not be accepted prior to April 1, 2016 and will be limited to twenty-five (25) lights per customer account per calendar year. Customer requests must be in writing and, at a minimum, identify the specific physical location and billing account number and service date requested of each light. In the event Company determines it cannot accommodate all requests for conversions in the timeframes requested, prioritization of the requests will be at Company's discretion.

5. CHANGE OR RELOCATION

Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.

\*\* 6. ADDITIONAL INSTALLATIONS

Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.

\*\* 7. TERMINATION

If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.

\*Indicates Addition

\*\*Indicates Reissue

DATE OF ISSUE	<u>December 17, 2015</u>	DATE EFFECTIVE	<u>January 16, 2016</u>
ISSUED BY	<u>Michael Moehn</u>	President	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58.5
CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 58.5

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

8. GENERAL PROVISIONS

Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section III.Q - Special Facilities.

9. GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016
ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF OSBORN AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI, AS FOLLOWS:

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Osborn, Missouri, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity and other

services within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in

upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, this Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities, which do not require excavation.

SECTION 10. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 11. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.



SECTION 12. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 13. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this 14th day of December, 2016.

\_\_\_\_\_  
Mayor  
City of Osborn, Missouri

ATTEST:

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

STATE OF MISSOURI )  
 ) SS  
COUNTY OF DEKALB-CLINTON )

I, Jody Barlow, City Clerk within and for the City of Osborn, in the State and County aforesaid, do hereby certify that:

- (1) the foregoing constitutes a full, true and correct copy of Ordinance No. 2016-12 of said City as:
  - (a) introduced before the Board of Aldermen on the 9th day of November, 2016; and
  - (b) completed in the form as finally passed and which remained on file with the undersigned City Clerk for public inspection at least thirty (30) days before the final passage thereof; and
  - (c) passed by the Board of Aldermen and approved by the Mayor on the 14th day of December, 2016, as fully as the same appears of record in my office;
- (2) I did not receive, within thirty (30) days after the final passage and approval of the Ordinance, a petition sufficient in form and signed by the requisite number of voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Osborn, Missouri, at my office in said City, this 14th day of December, 2016.

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF OSBORN, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPURTENANT TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of Osborn, State of Missouri, hereinafter called "City", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor, City of Osborn

ATTEST:

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

**EXHIBIT A**  
**CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE**

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the City of Osborn, hereinafter called "Customer";

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW THEREFORE, Customer does hereby award to Company this contract for lighting within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional Street and Outdoor Lighting Service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which

is attached hereto as Appendix 2. These tariffs may be amended as allowed by state law governing electrical corporations.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer.

Ameren Missouri  
Attn: Customer Service Advisor  
Michael D. Edwards  
2101 N. Jesse James  
Excelsior Springs, MO 64024

5. Term. The term of the contract is twenty (20) years. This contract expires on \_\_\_\_\_.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate and effective \_\_\_\_\_.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: \_\_\_\_\_  
Sr. Vice President, Customer Operations

ATTEST:

\_\_\_\_\_  
Assistant Secretary

CITY OF OSBORN, MISSOURI

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

ATTEST:

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

MUNICIPAL STREET LIGHT REPORT

DIVISION: CENTRAL MISSOURI DIVISION

EFFECTIVE DATE: 10/01/2016

TOWN: OSBORN

ACCOUNT NUMBER: 26030-21004

<u>AMEREN - UNION ELECTRIC OWNED</u>	<u>TOTAL NUMBER</u>	<u>RATE</u>
9500 HPS OPEN BOTTOM	66	\$10.98
LED 100 W EQ BRACKET	2	\$9.92



UNION ELECTRIC COMPANY ELECTRIC SERVICE

MOP S C. SCHEDULE NO 6 2nd Revised SHEET NO. 58  
 CANCELLING MOP S C SCHEDULE NO. 6 1st Revised SHEET NO. 58

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)  
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

RATE PER UNIT PER MONTH LAMP AND FIXTURE

\* The Light Emitting Diode (LED) offerings under sections A. and B. below will be made available to customers beginning on or about April 1, 2016.

A. LED Standard horizontal enclosed luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$11.35
90-110	\$16.07
180-220	\$29.73

B. LED Standard side mounted, open bottom luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$9.92

\* The High Pressure Sodium and Mercury Vapor offerings under sections C. and D. below will only be available for new installations through on or about March 31, 2016. After such time, Company will replace these existing fixtures, upon failure, with an LED fixture under sections A. and B.

C. Standard horizontal burning, enclosed luminaire on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$12.41	6,800	\$12.41
25,500	\$17.93	20,000	\$17.93
50,000	\$31.97	54,000	\$31.97

D. Standard side mounted, hood with open bottom glassware on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
5,800	\$10.05	3,300	\$10.05
9,500	\$10.98	6,800	\$10.98

E. Standard post-top luminaire including standard 17-foot post:

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$22.99	3,300	\$21.73
		6,800	\$22.99

\*Indicates Addition

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016  
 ISSUED BY Michael Moehn President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY ELECTRIC SERVICE

M.O.P.S.C SCHEDULE NO. 6 2nd Revised SHEET NO. 58.1  
 CANCELLING M.O.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58.1

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)  
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

F. Pole-mounted, direction flood luminaire; limited to installations accessible to Company basket truck:

<u>High Pressure Sodium</u>		<u>Metal Halide</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
25,500	\$22.76	34,000	\$22.76	20,000	\$22.76
50,000	\$36.00	100,000	\$71.96	54,000	\$36.00

(1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

G. All poles and cable, where required to provide lighting service:

The installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

H. Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>*Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Open Bottom	\$10.98
140,000 Lumens, H.P. Sodium, Directional	\$71.96

\* Term of Contract Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

\* Discount for Franchised Municipal Customers A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

\*Indicates Reissue

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016  
 ISSUED BY Michael Moehn President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS



## UNION ELECTRIC COMPANY      ELECTRIC SERVICE

MO P.S.C. SCHEDULE NO 6      1st Revised      SHEET NO. 58.3CANCELLING MO P.S.C. SCHEDULE NO 6      Original      SHEET NO. 58.3APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)\* 1. RATE APPLICATION

Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.

\* 2. CHARACTER OF SERVICE SUPPLIED

Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.

\* 3. NON-STANDARD FACILITIES

Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.

4. CONVERSION OR MODIFICATION OF LAMPS

\*\* Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights at that time, Company will make the requested changes, within the parameters described below, provided that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will be prorated based on the removal and installation dates.

\*Indicates Reissue

\*\*Indicates Change

DATE OF ISSUE December 17, 2015      DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn      President      St. Louis, Missouri  
NAME OF OFFICER      TITLE      ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 61st Revised SHEET NO. 58.4CANCELLING MO.P.S.C. SCHEDULE NO. 6Original SHEET NO. 58.4APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)4. CONVERSION OR MODIFICATION OF LAMPS (Cont'd.)

- \* Company will convert to LED up to 1,000 lights per year requested by customers. Customer requests for LED lights will not be accepted prior to April 1, 2016 and will be limited to twenty-five (25) lights per customer account per calendar year. Customer requests must be in writing and, at a minimum, identify the specific physical location and billing account number and service date requested of each light. In the event Company determines it cannot accommodate all requests for conversions in the timeframes requested, prioritization of the requests will be at Company's discretion.

5. CHANGE OR RELOCATION

Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.

\*\* 6. ADDITIONAL INSTALLATIONS

Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.

\*\* 7. TERMINATION

If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.

\*Indicates Addition

\*\*Indicates Reissue

DATE OF ISSUE	<u>December 17, 2015</u>	DATE EFFECTIVE	<u>January 16, 2016</u>
ISSUED BY	<u>Michael Moehn</u>	President	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58.5
CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 58.5

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

8. GENERAL PROVISIONS

Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section III.Q - Special Facilities.

9. GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016
ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

**FREQUENTLY ASKED QUESTIONS:  
Out-of-State Sales Tax on the Purchase of Motor Vehicles, Trailers, Boats and  
Outboard Motors**

On Tuesday, April 4<sup>th</sup>, Osborn voters will be asked to consider the continuation of an existing sales tax on purchases of out-of-state motor vehicles, trailers, boats and outboard motors.

**What is the sales tax about?** A Missouri Supreme Court Case (Street vs. the Director of Revenue) in 2012, followed by subsequent state legislation (HB 184/SB 182) in 2013, required that cities without a use tax (such as Osborn) must receive voter approval to continue sales tax collections on purchases of out-of-state motor vehicles, trailers, boats and outboard motors.

**Is this a new tax?** No. The city started collecting this tax in October 2016. The question is on the ballot only as a result of the Missouri Supreme Court decision and the state legislation that followed. If the question is not placed on the ballot, or if the tax is discontinued by voters, the tax would cease to be collected beginning January 2018.

**How does the tax affect me?** The tax only applies to you if you purchase a motor vehicle, trailer, boat or outboard motor from out-of-state. Similar purchases made in-state will be subject to the local sales tax regardless of the vote on this ballot question.

**What is the city's sales tax rate?** The rate for Osborn is 1%.

**What is the sales taxes rate that I currently pay on a vehicle purchased as an Osborn resident?** Currently, any vehicle purchased by an Osborn resident is subject to a 6.725% sales tax (4.225% state tax, 1% city sales taxes, 1.5% county taxes). If the out-of-state vehicle sales tax is discontinued, a resident would be subject to a 5.725% sales tax (4.225% state tax, 1.5% county taxes) on a vehicle purchased out-of-state, but would remain subject to a 6.725% sales on a vehicle purchased in-state.

**Are other cities like Osborn affected?** Yes. A number of cities across the state will be voting on this issue at various times during 2016-2017. Locally, Maysville and Cameron have already voted on and passed this issue.

**Is there an impact on local dealerships?** Yes. The existence of the tax creates a level playing field for Missouri dealerships. If the existing tax were to end, Missouri dealerships would be at a competitive disadvantage with out-of-state dealerships which would no longer be required to collect the tax.

**Where do the collections from the tax go?** 100% of the collections of the city's 1% sales tax goes directly to the Street Department.

**FREQUENTLY ASKED QUESTIONS:  
Out-of-State Sales Tax on the Purchase of Motor Vehicles, Trailers, Boats and  
Outboard Motors**

**What impact does the tax have on Osborn revenues?** The Street Department funds services such as gravel, street improvements/repairs, street lighting, snow removal, and street signs.

**What does a “Yes” or “No” vote mean?**

- A “Yes” vote means the existing tax will continue; no new tax will be implemented.
- A “No” vote means that local sales taxes will **only** be collected on eligible in-state purchases. Local sales tax collections on eligible out-of-state purchases will end and the revenues the City is currently receiving will be lost.
- 

**What is the exact ballot language that I will see on Election Day?**

*Shall the City of Osborn continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?*

*Rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Osborn and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.*

YES    NO

*If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".*



**A RESOLUTION ADOPTING THE CITY OF OSBORN, MISSOURI, EMPLOYEE  
MANUAL AND PERSONNEL POLICY: REGULATIONS AND PROCEDURES**

WHEREAS, the Mayor and Board of Aldermen reviewed the Personnel Policy dated March 11, 2009, and determined the personnel policies needed to be updated; and

WHEREAS, the City Clerk drafted a new proposed Employee Manual and Personnel Policy, with the assistance of the City Attorney, Mayor and Board of Alderman; and

WHEREAS, the Mayor and Board of Aldermen received and reviewed the proposed Employee Manual and Personnel Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, CLINTON AND DEKALB COUNTIES, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen fully approves the Employee Manual and Personnel Policy: Regulations and Procedures, attached hereto as Exhibit A, and is hereby approved as a policy of the City of Osborn, Missouri.

PASSED THIS 16<sup>TH</sup> DAY OF MARCH, 2016 BY THE BOARD OF ALDERMEN OF THE CITY OF OSBORN, MISSOURI

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Mayor, David E. Meek

ATTEST:

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City Clerk, Jody Barlow

Resolution 2016-05

**A RESOLUTION TO DECLARE SURPLUS A 1998 FORD RANGER TRUCK OWNED BY THE CITY OF OSBORN, CLINTON AND DEKALB COUNTIES, MISSOURI, AND TO AUTHORIZE THE SALE OF SUCH PROPERTY**

**WHEREAS**, The City of Osborn chooses to remove old or obsolete items from inventory from time to time; and

**WHEREAS**, one (1) 1998, Ford Ranger Truck, VIN: 1FTYR10C8WUA17865, is no longer of useful service to the City; and

**WHEREAS**, the City of Osborn has determined it would be in the best interest of the City to declare said property as surplus property; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Alderman of the City of Osborn, Clinton and Dekalb Counties, Missouri, as follows:

Section 1. The 1998 Ford Ranger Truck, is hereby declared surplus property.

Section 2. The Mayor is hereby authorized to sell said property:

Section 3. The City Clerk is hereby authorized to attest to the Mayor's signature for all of the documents evidenced in this Resolution.

Read two times, passed and approved this 11<sup>th</sup> day of May, 2016.

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David E. Meek, Mayor

ATTEST:

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Jody Barlow, City Clerk

AN ORDINANCE IMPOSING A TAX FOR GENERAL REVENUE PURPOSES ON ALL SELLERS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR RENDERING TAXABLE SERVICES AT RETAIL AT THE RATE OF ONE PERCENT ( 1% ) ON THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL WITHIN SAID CITY, IF SUCH PROPERTY AND SERVICES ARE SUBJECT TO TAXATION BY THE STATE OF MISSOURI UNDER THE PROVISIONS OF SECTION 144.010 TO 144.510 RSMO, PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 94.500 TO 94.570 RSMO, AND PROVIDING FOR SUBMISSION OF THIS ORDINANCE TO THE QUALIFIED VOTERS OF SAID CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN SAID CITY ON TUESDAY, APRIL 5, 2016.

WHEREAS, under the provisions of Sections 94.500 to 94.570 RSMo, the cities of the state are empowered to impose by ordinance, for general purposes, a tax for general revenue purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at the rate of one-half of one percent, at seven-eighths of one percent, or at one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within any city adopting such tax, if such property and services are subject to taxation by the State of Missouri under the provisions of Section 144.010 to 144.510 RSMo, and the City of Osborn, Missouri desires to avail itself of such authorization and within the terms thereof, and

WHEREAS, under the provisions of Section 94.500 to 94.570 RSMo, no ordinance enacted pursuant to the authority granted by the provisions of said Sections shall be effective until it has been submitted to the qualified voters of the city and approved by a majority of the qualified voters voting thereon,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF OSBORN, MISSOURI.

Section 1. Imposition of city sales tax. Pursuant to the authority granted by and subject to the provisions of Sections 94.500 to 94.570 RSMo, a tax for general revenue purposes hereby is imposed upon all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided in Section 144.010 to 144.510 RSMo and the rules and regulations of the Director of Revenue issued pursuant thereto. The rate of the tax shall be one percent ( 1% ) on the receipts from the sale at retail of all tangible personal property or taxable services at retail within Osborn Missouri, if such property and taxable services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.510 RSMo. The tax shall become effective as provided in subsection 4 of Section 94.510 RSMo, and shall be collected pursuant to the provisions of Section 94.500 to 94.570 RSMo.

Section 2. This ordinance shall be submitted to the qualified voters of Osborn, Missouri, for their approval, as required by the provisions of Section 94.510 RSMo, at the General election hereby called and to be held in said city on Tuesday, the 5<sup>th</sup> day of April 2016. The official ballot to be supplied and used at said election shall be in substantially the following form:

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**PROPOSITION**

Shall the city of Osborn impose a city sales tax of 1 percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail, subject to the sales tax imposed by the State of Missouri?

**YES**   
**NO**

**INSTRUCTIONS TO VOTERS:** If you are in favor of the proposition, place an X in the box opposite “YES.” If you are opposed to the proposition, place an X in the box opposite “NO.”

The approval of this proposition will authorize the imposition of a 1 percent sales tax, to be collected in addition to the other sales taxes provided for by law on all retail sales made in the City of Osborn, Missouri that are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri, as amended.

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If a majority of the qualified voters voting at said election shall vote in favor of the approval of this ordinance, then the same shall be binding and in full force and effect.

Section 3. The City Clerk, upon the passage and adoption of this ordinance, is hereby authorized and directed to certify to the County Election Authority, the County Clerk, a certified copy of this ordinance requesting the same to be placed upon the ballot for the April 5, 2016 election.

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Osborn, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the city clearly showing the boundaries thereof.

Section 4. This ordinance shall take effect and be in full force from and after January 13, 2016.

READ TWO TIMES AND PASSED THIS 13<sup>TH</sup> DAY OF JANUARY 2016.

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Mayor

ATTEST:

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City Clerk

**AN ORDINANCE PROVIDING FOR FIRE SAFETY AND PUBLIC HEALTH STANDARDS REGARDING SMALL HOUSES WITHIN THE CORPORATE LIMITS OF THE CITY OF OSBORN, MISSOURI**

**WHEREAS**, the City of Osborn recognizes a need for affordable housing for low and moderate income families; and

**WHEREAS**, the City of Osborn would like to provide a mechanism whereby such housing could be provided in a manner that will remain consistent with the city's goals of fire protection, maintaining a safe and clean drinking water supply, and maintaining the general health and safety for the residents of the city, as well as preventing public nuisances and unsafe maintenance of small houses; and

**NOW, THEREFORE BE IT HEREBY ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF OSBORN, MISSOURI AS FOLLOWS:**

**SECTION 1: DEFINITIONS**

As used in this Ordinance, the following terms shall have the meanings indicated, unless the content requires otherwise:

A. Small House:

A structure not less than one hundred twenty-eight (128) square feet and not to exceed nine hundred (900) square feet and not exceeding two (2) stories in height. Intended for use as a permanent, single family residence. Structure must be connected to public utilities (electric, water, and sewer). A manufactured mobile home or travel unit as defined in Ordinance 2012-02 is not considered a Small House.

B. Small House Development:

Any development, site, parcel or tract of land designated, maintained or intended to be used for the purpose, placement or construction of a Small House, as defined in Section 1.a.

**SECTION 2: CONSTRUCTION STANDARDS**

The following are minimum requirements for Small House construction and placement:

- A. Height: Maximum structure height two (2) stories or thirty (30) feet.
- B. Living Space: Maximum square footage including all floors (900)  
Minimum square footage including all floors (128)
- C. Foundation: Must be frost proof concrete slab, crawl space or basement.

- D. Anchor: House must be anchored to withstand minimum (90) mph wind load.
- E. Roof: Must be pitch roof constructed of metal roofing or composite shingles.
- F. New: Small Houses not built on site, must be new (current year) and not previously lived in.
- G. The Small Houses must meet current standards established by the United States Department of Housing and Urban Development (HUD).
- H. Storage buildings converted to Small Houses are not accepted. Units must have characteristics of a typical home.

### **SECTION 3: LOT REQUIREMENTS, AND SPACING**

- A. Minimum lot width:
  - a. Interior lots: Thirty (30) feet of street frontage.  
Corner lots: Forty (40) feet.
- B. Minimum lot depth:
  - a. Seventy-five (75) feet.
- C. Minimum lot area:
  - a. Twelve thousand eight hundred seventy (12,870) square feet.
- D. Minimum yard:
  - a. Front yard. No building shall be located within twenty-five (25) feet of the front property line. No building shall be located in the front yard between the primary building and the front property line.
  - b. Side yard.
    - i. Interior lots. No building shall be located within seven (7) feet of any side property line. No accessory building shall be located within five (5) feet of any side property line.
    - ii. Corner lots. No building or accessory building shall be located within fifteen (15) feet of the side street right-of-way. No building shall be located within seven (7) feet of the interior side property line. No accessory building shall be located within five (5) feet of the interior property line.
  - c. Rear yard. No building shall be located within twenty-five (25) feet of the rear property line. No accessory building shall be located within three (3) feet of any rear property line.

### **SECTION 4: OFF-STREET PARKING**

All small houses setup in the corporate limits of the City of Osborn shall provide at least two off-street parking spaces on the lot on which said structure is setup to be used by the resident of said structure or their guests. Such parking spaces shall have an area of not less than 200 square feet, exclusive of space necessary to provide access to a street. The access road leading to the street must be a properly maintained gravel base.

## **SECTION 5: UTILITIES**

- A. No small houses shall be hooked up to city utilities until it has been inspected by and received approval from a City employee as being in compliance with this ordinance. The City employee may designate or appoint a special building inspector to act in his absence.
- B. Each small house shall be equipped with at least one electrical outlet providing at least 100-ampere service. All electrical service cables shall be placed underground. All small house shall be grounded.
- C. Each small house shall be provided with an adequate supply of potable water. The water system shall be installed in accordance with city specifications.
- D. Each small house shall be provided with a sewer of at least four (4) inches in diameter, which shall discharge waste into the City sewage system. The connection shall be installed in accordance with city specifications.

## **SECTION 6: ENFORCEMENT**

- A. It shall be unlawful for any person to fail to comply with the terms of this ordinance, or to interfere with the City employee or special building inspector in the performance of his duties.
- B. Any person violating or permitting the violation of any other provisions of this ordinance shall be guilty of a Class B Misdemeanor and, upon conviction, be fined not less than \$50.00 or not more than \$500.00 for each violation, or confined for a period of not more than six months, or punished by both such fine and imprisonment; provided that each day's violation thereof shall be a separate offense for the purpose hereof.
- C. Violations of this ordinance shall not require any particular state of mind on part of the Defendant, it being the intent to make all such violations of this ordinance strict liability offenses.

## **SECTION 7: REPEAL OF CONFLICTING ORDINANCES**

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

## **SECTION 8: EFFECTIVE UPON PASSAGE**

This ordinance shall be in full force and effect from and after its date of passage.



**PASSED, SIGNED, AND APPROVED THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2016.**

**ABSENT**

\_\_\_\_\_  
David E. Meek, Mayor

\_\_\_\_\_  
Jeff McCartney, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Jody Barlow, City Clerk

**AN ORDINANCE PROVIDING FOR FIRE SAFETY AND PUBLIC HEALTH STANDARDS REGARDING SMALL HOUSES WITHIN THE CORPORATE LIMITS OF THE CITY OF OSBORN, MISSOURI**

**WHEREAS**, the City of Osborn recognizes a need for affordable housing for low and moderate income families; and

**WHEREAS**, the City of Osborn would like to provide a mechanism whereby such housing could be provided in a manner that will remain consistent with the city's goals of fire protection, maintaining a safe and clean drinking water supply, and maintaining the general health and safety for the residents of the city, as well as preventing public nuisances and unsafe maintenance of small houses; and

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- C. Violations of this ordinance shall not require any particular state of mind on part of the Defendant, it being the intent to make all such violations of this ordinance strict liability offenses.

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All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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**PASSED, SIGNED, AND APPROVED THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2016.**

**ABSENT**

\_\_\_\_\_  
David E. Meek, Mayor

\_\_\_\_\_  
Jeff McCartney, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Jody Barlow, City Clerk