



CITY OF OSAGE BEACH  
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
January 22, 2015 – 6:30 P.M.  
CITY HALL

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

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

**MAYOR'S COMMUNICATIONS**

**CITIZENS' COMMUNICATIONS**

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

**APPROVAL OF CONSENT AGENDA**

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

- Minutes of 01/08/15 (Page 01)
- Bills List (Page 06)

**UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

- A. Authorize Purchase of Crack Seal Machine (Page 21)
- B. Authorize Purchase of Crack Seal Material (Page 24)
- C. Bill No. 15-04. 2015 Budget Amendment for the Purchase of Crack Seal Material. First and Second Readings (Page 27)
- D. Bill No. 15-05. Authorize Mayor to Execute Agreement for Cleaning Bluff Drive Water Tower First and Second Readings (Page 30)
- E. Bill No. 15-06. Authorize Mayor to Execute Agreement for Improvements on Aver Road First and Second Readings (Page 38)
- F. Bill No. 15-07. Authorize Mayor to Execute Change Order with Ameren Corporation for Work at Lee C. Fine Memorial Airport. First and Second Readings (Page 46)
- G. Bill No.15-08. Authorize Mayor to Execute Agreement with Systems Manufacturing, Inc. for Improvements to the SCADA System. First and Second Readings (Page 51)
- H. Bill No. 15-09. Authorize Mayor to Execute Agreement with Aramark for Public Works Uniforms and Mats. First and Second Readings (Page 57)
- I. Bill No. 15-10. Authorize Mayor to Execute Supplemental Agreement with Crawford, Murphy & Tilly, Inc. for Additional Construction Administrative Services. First and Second Readings (Page 65)
- J. Authorize Purchase of Public Works Phone Extension Repair/Upgrade Service and Equipment (Page 82)
- K. Bill No. 15-11. 2015 Budget Amendment for Phone System Upgrade. First and Second Readings (Page 85)
- L. Bill No. 15-12. Final Plat Approval for Villas at Grand Glaize Nineteenth Amended Plat. First and Second Readings (Page 87)
- M. Bid Award. Road Striping Equipment (Page 91)
- N. Authorize Tractor Purchase for Transportation Department (Page 95)
- O. Bid Award. Snow Plow (Page 102)
- P. Bid Award. Cranes for Public Works Trucks (Page 106)
- Q. Authorize Extension of Vehicle Maintenance Service Contract (Page 109)

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

## **STAFF COMMUNICATIONS**

## **ADJOURN**

# UNAPPROVED

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

January 8, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, January 8, 2015, at 4:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Steve Kahrs, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Diann Warner, City Clerk, was present and performed the duties of that office.

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

Mayor Lyons read a proclamation declaring Law Enforcement Appreciation Day to be Friday, January 9, 2015. She urged citizens to express their appreciation to police officers.

Mayor Lyons congratulated Corporal Pete Leyva on receiving the Community Impact Award last night. Officer Leyva is involved with the Special Olympics and he began the Polar Bear Strut. Corporal Leyva and his family also plunge with some unique costumes. Mayor Lyons invited everyone to come out next month to participate or observe the runners, plungers and Cops on Top for the Special Olympics.

Mayor Lyons announced that she has asked Alderman Olivarri and Alderman Marose to represent the City on Joe Roeger's committee that will be working on enhancing the overpasses on the expressway.

### **Citizens Communications.**

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

### **Consent Agenda.**

Alderman Olivarri moved to approve the consent agenda which includes minutes of the meetings held on December 4, 2014 and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

### **Unfinished Business.**

**Bill No. 14-67.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE FOR PUBLIC FESTIVALS WHEREIN BEER OR WINE MAY BE CONSUMED IN PUBLIC UNDER A TEMPORARY OUTDOOR CONSUMPTION PERMIT

Mayor Lyons presented the second and final reading of Bill No. 14-67 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 14-67. Alderman Walker seconded the motion.

Alderman Olivarri asked that Bill No. 14-67 be amended by adding service animals to Section 1, C.2C to read as follows: The Applicant may prohibit bringing animals, except recognized service animals, into the permit area.

## UNAPPROVED

The following roll call vote was taken to approve the second reading of Bill No. 14-67 as amended and to pass same into ordinance: “Ayes:” Alderman Kahrs, Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose. “Nays”: None. Bill No. 14-67 was passed and approved as Ordinance No. 14.67.

### New Business.

#### Presentation by Gary Mitchell.

Gary Mitchell and Matt Duenke were present and Mr. Mitchell presented their proposal to construct a road through the former Dogwood Hills Golf Course to Nichols Road. He said that by engineering standards, the proposed route makes sense because it follows elevation lines, it will provide an access for emergency vehicles, there will be less construction because the road will be flat and it provides a back door access to the new elementary school. Mr. Mitchell said this route is better than a road through Salt Hollow that was previously proposed due to the topography.

Mr. Mitchell said he and Mr. Duenke are willing to donate the right of way for the road, construct the road on an accelerated schedule and the City could reimburse them for the construction when the City’s budget allows. He added that they would fund the construction and try to complete it prior to school opening in the fall of 2015. Mr. Mitchell said both the school and the community need the road.

Alderman Olivarri applauded the Mitchell and Duenke families for their offer, however he has questions and wants to make sure the proposed road meets the City’s needs. There were no objections to obtain more information. Alderman Olivarri will send his questions to the Mayor, Board members and the City Administrator and he asked for further comments and questions. City Administrator Jeana Woods will assemble the information for discussion at a later date.

Mr. Mitchell and Mr. Duenke asked for the Board’s support.

**Bill No. 15.01.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE WITH TAHOE-OZARK LAND INVESTMENTS, LLC

Public Works Director Nick Edelman explained that Bill No. 15-01 approves a contract for land purchase in the amount of \$250,000, at Grand Glaize Airport for the hangar property originally budgeted in FY2014 and approved for purchase by the Board at the February 6, 2014 Board of Aldermen meeting.

Mr. Edelman said there are a few things that have to be done before the transaction closes to satisfy all of FAA requirements. He anticipated closing within 60 days.

MoDOT Aviation has agreed to reimburse the City for 90% (\$225,000) of this cost. The cost to the City is 10% (\$25,000).

## UNAPPROVED

Mayor Lyons presented the first reading of Bill No. 15-01 by title only. It was noted that Bill No. 15-01 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-01, further, staff is authorized to spend up to \$100 for legal costs in Item 12 if necessary to close the sale. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-01 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-01. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-01 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs. "Nays": None. Bill No. 15-01 was passed and approved as Ordinance No. 15.01.

**Bill No. 15-02.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO.14.62 ADOPTING THE 2015 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

Public Works Director Nick Edelman said Bill No. 15-02 is necessary due to the original FY2014 purchase of the GG Hangar carried over into FY2015.

Mayor Lyons presented the first reading of Bill No. 15-02 by title only. It was noted that Bill No. 15-02 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-02. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-02 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-02. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-02 and to pass same into ordinance: "Ayes:" Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker. "Nays": None. Bill No. 15-02 was passed and approved as Ordinance No. 15.02.

**Bill No. 15-03.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE INTER-GOVERNMENTAL COOPERATIVE AGREEMENT WITH THE TRI-COUNTY LODGING ASSOCIATION TO PROVIDE AN ADVERTISING PROGRAM

City Attorney Ed Rucker explained that there was a discussion about who would produce the 30 second spots. Alderman Schmitt said he would like Mike Shannon to produce the spots but he did not want to spend more money. He added that when the presentation was made, Mike Shannon's name was mentioned because Cardinal fans would pay more attention to his voice.

Mayor Lyons presented the first reading of Bill No. 15-03 by title only. It was noted that Bill No. 15-03 has been available for public review.

## UNAPPROVED

Alderman Walker moved to approve the first reading of Bill No. 15-03 approving the agreement using Mike McClaughlin as the announcer for the 30 second spots at no additional cost. Alderman Kahrs seconded the motion.

Mr. Jim Divincen of the Tri-County Lodging Association asked that portions of the agreement be amended to include acts of God such as storm damage to one of the two digital billboards, and that whatever marketing products that had actually been received by the City be prorated to the actual cost. He said that he reads the contract to say that if all marketing activities are not received, then no payment from the City would be forthcoming. Additionally, Mr. Divincen said that no funds may be accepted before July 1, 2015. Mr. Divincen asked that on Page 3 of the agreement, change the date from September 30, 2015 to December 31, 2015 and from October 1, 2015 to December 31, 2015. Mr. Divincen also asked the Board for leniency to make the verbiage fit into a 30 second radio commercial.

Mr. Divincen said that last year Mike Shannon was paid \$10,000 for four commercials; however, Mr. Shannon has agreed to do the Osage Beach spots at no cost. There are 69 nine commercials and this add will rotate in every fifth spot.

City Attorney Ed Rucker said he would like another draft of the agreement. Mr. Divincen will meet with City Attorney Rucker to develop an amended contract for the next meeting.

Alderman Walker and Alderman Kahrs withdrew the motion and the second approving the first reading of Bill No. 15-03.

### Discussion of Proposed Comment on Change in MoDOT Rule on Tourist Generator Signs.

City Attorney Ed Rucker said that he heard from three different sources that MoDOT has withdrawn their proposed rule however he was unable to find it on MoDOT's website. Alderman Olivarri appreciated the City Attorney's work on this matter.

Alderman Rucker instructed staff to send the letter to MoDOT on January 14, 2015 if MoDOT's withdrawal of the proposed rule cannot be verified. Alderman Walker seconded the motion. Alderman Marose asked that the word grandfathered be added to the end of the sentence in No. 3. The motion was voted on and unanimously passed.

### Communication from Board Members.

Alderman Marose. Phyllis Marose congratulated the Community Impact Award Recipients. Alderman Marose distributed information regarding regulating taxi companies that she asked the Board to review.

Alderman Walker. Tom Walker congratulated Corporal Pete Leyva for being a recipient of the Community Impact Award.

# UNAPPROVED

**Staff Communications.**

City Administrator. Jeana Woods reported that the budget books are complete and the sales tax report for January had been distributed.

City Attorney. Ed Rucker said the attack in Paris yesterday was an attack on free press and free people everywhere.

Public Works Director. Nick Edelman reported that the City has received a grant for \$382,000 for sidewalk construction from Arby's to Case Road and he expressed his appreciation to the members of the Lake of the Ozarks Council of Local Governments for the grant. He added that the design would be done in 2015 and construction in 2016. Other cities receiving grants were Camdenton, Sunrise Beach and Iberia.

Mayor Lyons said that Public Works Director Nick Edelman has been a great asset to the Transportation Advisory Committee (TAC).

There being no further business to come before the Board, the meeting adjourned at 5:20 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on January 8, 2015.

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

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

**CITY OF OSAGE BEACH  
BILLS LIST  
January 22, 2015**

<b>Bills Paid Prior to Board Meeting</b>	<b>143,290.06</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>212,550.15</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Transfer Prewitt's Pt</b>	<b>0.00</b>
<b>TIF Transfer Dierbergs</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>190,011.22</b>
<b>Total Expenses</b>	<b><u>545,851.43</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	DEC CVC COLLECTIONS	529.25
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #81106219	150.00
			Case #31550944	138.46
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,067.00
			State Withholding	3,008.00
		MO TREASURER BUDGET DIRECTOR	DEC PEACE OFCR STNDRDS/TRN	83.00
		INTERNAL REVENUE SERVICE	Fed WH	9,765.82
			Fed WH	9,583.12
			FICA	5,754.62
			FICA	5,709.35
			Medicare	1,416.02
			Medicare	1,335.25
		ICMA	Retirment 457 &	706.27
			Retirment 457 &	228.95
			Retirement 457	920.00
			Retirement 457	920.00
			Loan Repayments	536.69
			Loan Repayments	536.69
			Loan Repayments	542.02
			Loan Repayments	542.02
			Loan Repayments	507.71
			Loan Repayments	507.71
			Loan Repayments	131.82
			Loan Repayments	131.82
			Loan Repayments	253.71
			Loan Repayments	105.77
			Loan Repayments	373.68
			Loan Repayments	349.17
			Loan Repayments	195.43
			Loan Repayments	367.88
			Loan Repayments	226.14
			Loan Repayments	226.14
			Loan Repayments	176.32
			Loan Repayments	176.32
			Retirment Roth IRA %	64.10
			Retirment Roth IRA %	64.10
			Retirement Roth IRA	340.00
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	CASH APPEARANCE BOND	300.00
			CASH APPEARANCE BOND	300.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	DEC CADV COLLECTIONS	146.00
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	1,430.00
			HSA Family/Dep. Contributi	1,505.00
			TOTAL:	54,129.81
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	231.98
			Medicare	54.25
		ICMA	Retirement 401	164.50
			TOTAL:	450.73
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	17.27
			Medicare	4.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	21.31
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	192.44
			FICA	192.44
			Medicare	45.01
			Medicare	45.01
		ICMA	Retirement 401	192.29
			Retirement 401	192.29
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,009.48
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	313.89
			FICA	313.89
			Medicare	73.41
			Medicare	73.41
		ICMA	Retirement 401	313.39
			Retirement 401	313.39
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	1,851.38
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	488.44
			FICA	488.44
			Medicare	114.23
			Medicare	114.23
		ICMA	Retirement 401	482.58
			Retirement 401	482.58
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	2,620.50
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	71.61
			FICA	70.21
			Medicare	16.75
			Medicare	16.41
		ICMA	Retirement 401	72.56
			Retirement 401	72.56
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.85
			HSA Family/Dep. Contributi	73.63
			TOTAL:	445.58
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	300.15
			Medicare	70.20
			Medicare	70.20
		ICMA	Retirement 401	293.68
			Retirement 401	293.68
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,177.91
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	329.25
			FICA	49.60
			FICA	332.41
			Medicare	77.00
			Medicare	11.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	77.74
		ICMA	Retirement 401	329.76
			Retirement 401	339.12
		AT & T MOBILITY-CELLS	BLDG DEPT CELL PHONE	66.78
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	2,063.26
Building Maintenance	General Fund	ALLIED SERVICES LLC DBA REPUBLIC SERV	DEC TRASH SERVICE	119.65
			TOTAL:	119.65
Parks	General Fund	ALLIED SERVICES LLC DBA REPUBLIC SERV	DEC TRASH SERVICE PARK DEP	45.62
		INTERNAL REVENUE SERVICE	FICA	269.38
			FICA	295.02
			Medicare	63.00
		ICMA	Medicare	69.00
			Retirement 401	236.76
			Retirement 401	236.76
		AT & T MOBILITY-CELLS	PARK CELL PHONE	57.76
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,498.30
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	125.68
			FICA	125.68
			Medicare	29.39
			Medicare	29.39
		ICMA	Retirement 401	125.07
			Retirement 401	125.07
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		SCHMIDT, ELLIOT	TUITION REIMB-INRO TO EDUC	630.00
			TOTAL:	1,340.28
Overhead	General Fund	CHARTER BUSINESS	TV	91.25
			TOTAL:	91.25
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,502.34
			FICA	594.70
			FICA	2,460.92
			Medicare	585.22
			Medicare	139.07
			Medicare	575.55
		ICMA	Retirement 401	2,448.90
			Retirement 401	2,397.82
		AT & T MOBILITY-CELLS	POLICE DEPT CELL PHONES	25.30
		JP MORGAN CHASE BANK	HSA Contribution	187.50
			HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,125.00
			HSA Family/Dep. Contributi	1,200.00
		XEROX FINANCIAL SERVICES	DEC LEASE	146.00
			TOTAL:	14,575.82
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	756.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	161.55
			FICA	674.34
			Medicare	176.91
			Medicare	37.78
			Medicare	157.70
		ICMA	Retirement 401	765.62
			Retirement 401	684.77
		ASANTE, KWABENA	MILEAGE REIMB @ \$0.56/MILE	54.88
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	398.15
			HSA Family/Dep. Contributi	376.37
			TOTAL:	4,394.56
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	147.27
			FICA	147.27
			Medicare	34.44
			Medicare	34.44
		ICMA	Retirement 401	145.41
			Retirement 401	145.41
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	24.28
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	828.52
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	308.58
			FICA	308.58
			Medicare	72.17
			Medicare	72.17
		ICMA	Retirement 401	299.62
			Retirement 401	299.62
		AT&T INTERNET/IP SERVICES	SERV 12/19-01/18/15	853.56
		AT & T /EMSGTWY_SBC	NOV SERV	141.07
		CHARTER BUSINESS	INTERNET	200.00
		AT & T MOBILITY-CELLS	WIRELESS	0.64
			LAPTOP	81.20
			SERV 11/23-12/22/14	812.00
			IT DEPT CELL PHONE	108.94
		VERIZON WIRELESS	SERV 12/22-01/21/15	80.02
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			TOTAL:	3,713.17
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	388.30
			State Withholding	405.20
		INTERNAL REVENUE SERVICE	Fed WH	1,128.17
			Fed WH	1,207.27
			FICA	801.77
			FICA	869.62
			Medicare	187.49
			Medicare	203.37
		ICMA	Retirement 457	165.73
			Retirement 457	165.73
			Loan Repayments	36.06
			Loan Repayments	36.06
			Retirement Roth IRA	16.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	16.75
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Contribution	20.00
			HSA Family/Dep. Contributi	42.16
			HSA Family/Dep. Contributi	42.16
			TOTAL:	5,752.59
Transportation	Transportation	ALLIED SERVICES LLC DBA REPUBLIC SERV	TRASH SERVICES STREET DEPT	39.89
		INTERNAL REVENUE SERVICE	FICA	801.76
			FICA	869.62
			Medicare	187.49
			Medicare	203.37
		ICMA	Retirement 401	803.08
			Retirement 401	815.62
		AT & T MOBILITY-CELLS	TRANS DEPT CELL PHONES	70.30
		JP MORGAN CHASE BANK	HSA Contribution	86.25
			HSA Contribution	86.25
			HSA Family/Dep. Contributi	300.01
			HSA Family/Dep. Contributi	300.01
		AMEREN MISSOURI	DEC STREET LIGHTING	1,454.80
		ONE TIME VENDOR MILITARY ORDER PURPLE	PURPLE HEART SIGNS	600.00
			TOTAL:	6,618.45
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	263.78
			State Withholding	226.68
		INTERNAL REVENUE SERVICE	Fed WH	790.99
			Fed WH	719.52
			FICA	570.74
			FICA	484.38
			Medicare	133.48
			Medicare	113.28
		ICMA	Retirement 457	76.30
			Retirement 457	76.30
			Loan Repayments	50.14
			Loan Repayments	50.14
			Loan Repayments	130.16
			Loan Repayments	130.16
			Loan Repayments	68.06
			Loan Repayments	103.62
			Loan Repayments	148.59
			Retirement Roth IRA	26.50
			Retirement Roth IRA	26.50
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.91
			HSA Family/Dep. Contributi	51.91
		ONE TIME VENDOR RAITHEL, AARON	01-4240-01	67.96
		ERWIN, JOHN K	04-0170-00	67.21
			TOTAL:	4,428.31
Water	Water Fund	ALLIED SERVICES LLC DBA REPUBLIC SERV	TRASH SERVICES WATER DEPT	39.88
		INTERNAL REVENUE SERVICE	FICA	570.75
			FICA	49.60
			FICA	484.39
			Medicare	133.48
			Medicare	11.60
			Medicare	113.28
		ICMA	Retirement 401	570.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	491.49
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	140.02
		DOLLISON, JOEY	MILEAGE REIMB 12/17-12/23/	25.20
			MILEAGE REIMB 12/24-12/30/	33.60
		LEIGH, AUDREY	MILEAGE REIMB 12/31-01/06/	57.50
		JP MORGAN CHASE BANK	HSA Contribution	48.75
			HSA Contribution	48.75
			HSA Family/Dep. Contributi	336.76
			HSA Family/Dep. Contributi	336.76
		AMEREN MISSOURI	WELL #2 LK RD 54-59	1,051.76
			SWISS VILLAGE WELL	<u>1,469.85</u>
			TOTAL:	6,013.84
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	332.81
			State Withholding	335.16
		INTERNAL REVENUE SERVICE	Fed WH	990.72
			Fed WH	1,099.02
			FICA	666.76
			FICA	722.32
			Medicare	155.93
			Medicare	168.93
		ICMA	Retirment 457 &	7.43
			Retirment 457 &	18.39
			Retirement 457	111.16
			Retirement 457	111.16
			Loan Repayments	61.77
			Loan Repayments	61.77
			Loan Repayments	21.11
			Loan Repayments	21.11
			Loan Repayments	42.21
			Loan Repayments	42.21
			Retirement Roth IRA	16.75
			Retirement Roth IRA	16.75
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	42.93
			HSA Family/Dep. Contributi	<u>42.93</u>
			TOTAL:	5,139.33
Sewer	Sewer Fund	ALLIED SERVICES LLC DBA REPUBLIC SERV	TRASH SERVICES SEWER DEPT	39.88
		INTERNAL REVENUE SERVICE	FICA	666.76
			FICA	113.46
			FICA	722.31
			Medicare	155.93
			Medicare	26.55
			Medicare	168.93
		ICMA	Retirement 401	634.90
			Retirement 401	635.43
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
		PEDROLA, TOM	MILEAGE REIMB 12/17-12/23/	33.82
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	182.00
		EARP, NATHAN	MILEAGE REIMB 12/17-12/23/	22.40
		STARK, CHAD	MILEAGE REIMB 12/24-12/30/	57.12
			MILEAGE REIMB 12/31-01/06/	58.65
		JP MORGAN CHASE BANK	HSA Contribution	52.50
			HSA Contribution	52.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	338.23
			HSA Family/Dep. Contributi	338.23
		NEIMAN, ROB	MILEAGE REIMB 12/31-01/06/	33.58
		AMEREN MISSOURI	709 MALIBUR RD 2ND METER	43.25
			GRINDER PUMPS & LIFT STATI	<u>4,974.01</u>
			TOTAL:	9,352.44
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	395.00
			State Withholding	372.00
		INTERNAL REVENUE SERVICE	Fed WH	1,179.93
			Fed WH	1,075.56
			FICA	774.76
			FICA	728.41
			Medicare	181.20
			Medicare	170.35
		ICMA	Loan Repayments	39.66
			Loan Repayments	39.66
			Loan Repayments	58.83
			Loan Repayments	58.83
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	41.67
			HSA Family/Dep. Contributi	<u>41.67</u>
			TOTAL:	5,207.53
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	774.76
			FICA	728.41
			Medicare	181.20
			Medicare	170.35
		ICMA	Retirement 401	580.62
			Retirement 401	600.55
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		AMBULANCE REIMBURSEMENT SYSTEMS INC	DEC AMBULANCE FEES	1,130.13
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	4,847.22
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	50.40
			State Withholding	50.40
		INTERNAL REVENUE SERVICE	Fed WH	169.60
			Fed WH	169.60
			FICA	178.35
			FICA	178.35
			Medicare	41.72
			Medicare	41.72
		ICMA	Retirement 457	74.00
			Retirement 457	<u>74.00</u>
			TOTAL:	1,028.14
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC DBA REPUBLIC SERV	DEC TRASH SERVICE LCF AIRP	57.86
		AMEREN MISSOURI	DEC LO STATE PARK LOCALZR	50.80
			AIRPORT FIREHOUSE	580.71
		INTERNAL REVENUE SERVICE	FICA	178.35
			FICA	97.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	178.35
			Medicare	41.72
			Medicare	22.70
			Medicare	41.72
		ICMA	Retirement 401	178.19
			Retirement 401	178.19
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,845.65
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	65.60
			State Withholding	57.60
		INTERNAL REVENUE SERVICE	Fed WH	220.66
			Fed WH	197.43
			FICA	171.14
			FICA	161.54
			Medicare	40.03
			Medicare	37.78
		ICMA	Retirement 457	20.00
			Retirement 457	20.00
			TOTAL:	991.78
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	DEC UTILITIES	32.59
		ALLIED SERVICES LLC DBA REPUBLIC SERV	DEC TRASH SERVICE GG AIRPO	57.86
		AMEREN MISSOURI	GG AIRPORT HANGAR	40.38
			AIRPORT RD HWY 54 TBLC EXT	327.82
			GG AIRPORT SHOP	81.66
			957 AIRPORT RD	11.39
			TBLC EXT D GG AIRPORT	23.99
			GG AIRPORT HANGAR	53.25
			GG AIRPORT SLEEPY	15.26
		INTERNAL REVENUE SERVICE	FICA	171.14
			FICA	161.54
			Medicare	40.03
			Medicare	37.78
		ICMA	Retirement 401	169.44
			Retirement 401	160.14
		DISH NETWORK	SVC 12/29/14-01/28/15	64.00
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			HSA Family/Dep. Contributi	105.00
			TOTAL:	1,733.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	90,331.51		
20	Transportation	12,371.04		
30	Water Fund	10,442.15		
35	Sewer Fund	14,491.77		
40	Ambulance Fund	10,054.75		
45	Lee C. Fine Airport Fund	2,873.79		
47	Grand Glaize Airport Fund	2,725.05		

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GRAND TOTAL: 143,290.06  
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE CENTER FOR MUNICIPAL SOLUTIONS	PARK, BOOKS, MISC SALES TA	0.69
			6215 FIRESTATION RD US CEL	75.00
			1170 FLUFF DR SPRINT	300.00
			5237 HWY 54 US CELLULAR	75.00
			1036 BLUFF DR US CELLULAR	75.00
		TOTAL:	525.69	
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP	835.10
			TOTAL:	835.10
City Administrator	General Fund	STAPLES ADVANTAGE	FRAMED FEELINGS 27X21	69.99
			TOTAL:	69.99
City Clerk	General Fund	INTERNATIONAL INSTITUTE OF MUNICIPAL CL MO DEPT OF REVENUE CHARLES ED PURVIS DBA	MEMBERSHIP FEE D WARNER	155.00
			DEC SALES TAX REPORT	35.00
			ANNUAL SOFTWARE SUPPORT	895.00
			TOTAL:	1,085.00
Municipal Court	General Fund	WASHBURN, WILLIAM F STAPLES ADVANTAGE	JAN MUNICIPAL COURT JUDGE	1,763.17
			REFUND HP Q59	151.34
			TOTAL:	1,611.83
Building Inspection	General Fund	INTERNATIONAL CODE COUNCIL INC  WEX BANK	EDU-CODE SEMINAR R WHITE	800.00
			EDU-CODE SEMINAR H OLIVER	800.00
			BLDG DEPT FUEL	122.50
			TOTAL:	1,722.50
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS  OTIS ELEVATOR CO GEO-ENTERPRISES, INC EZARD'S	WATER COOLER RENTAL	38.51
			COFFEE	91.80
			2015 SERVICE CONTRACT	4,769.52
			FALL/WINTER PMP	2,000.00
			DOOR HOLD, DOOR VIEWER	32.46
			CRPT TAPE	6.99
TOTAL:	6,939.28			
Parks	General Fund	HDR INC O'REILLY AUTOMOTIVE STORES INC  HUTCHINS TELECOM LLC DANIEL W BUSCHHORN DBA EZARD'S  WEX BANK	PARK REHAB/STORM REPAIR	4,134.39
			WINTER BLADES	16.16
			WIPER BLADES	22.70
			P/S FLUID	5.39
			CITY PARK STORM REPAIR	22,761.41
			HEATERS, ANTIFREEZE	380.00
			CORNER BRACES, FASTENERS	20.63
			EXTN CORD, HARDWARE	20.98
			PARK DEPT FUEL	500.15
			TOTAL:	27,861.81
			Overhead	General Fund
ENVELOPES	785.32			
TOTAL:	5,770.32			
Police	General Fund	RAY ALLEN MANUFACTURING CO INC MO POLICE CHIEFS ASSC  O'REILLY AUTOMOTIVE STORES INC LAKE CLEANERS TRANSUNION RISK AND ALTERNATIVE DATA S	BOWLS, BALL ON A ROPE	92.96
			ANNUAL YR END CONF - T DAV	185.00
			BIAS BASED TRAINING - LEYV	50.00
			CAPSULE	3.99
			UNIFORM CLEANING	382.50
			PEOPLE SEARCH	1.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	TIRE REPAIR PD18	20.00
			OIL CHG PD15	65.00
			OIL CHG, WHEEL CYL CE6 L1J	173.27
			OIL CHG, TIRE REPAIR AD2-G	52.50
			OIL CHG, BATTERY, WHL NUTS	212.98
			MOUNT & BALANCE PD18	20.00
		RDJ SPECIALTIES INC	COLORING BOOKS, CRAYONS	546.00
			COLORING BOOKS, CRAYONS	14.08
		STAPLES ADVANTAGE	SELF INK STAMP	11.28
			CARD STOCK, CARD HLDR, CLP	16.45
			ICD-PX440 4GB DIGITAL VOI	79.99
		WEX BANK	POLICE DEPT FUEL	3,514.72
			POLICE DEPT CAR WASHES	147.57
			TOTAL:	5,589.54
911 Center	General Fund	WIRELESS USA INC	JAN SERVICE	225.00
		MEDICAL PRIORITY CONSULTANTS INC DBA	ADV EMD CERTIFICATION COUR	790.00
			TOTAL:	1,015.00
Information Technology	General Fund	TYLER TECHNOLOGIES INC	2015 MAINTENANCE	3,134.55
		DELL MARKETING LP	MEMORY MODULES	3,119.84
			TOTAL:	6,254.39
Economic Development	General Fund	MEEKS BUILDING CENTER	LUMBER, SCREWS	131.67
			SHELF BRACKET, DRILL COMBO	306.90
		LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	3,438.57
Transportation	Transportation	MEEKS BUILDING CENTER	BLACKTOP PATCH	83.92
			BLACKTOP PATCH	31.47
		GB MAINTENANCE SUPPLY	CUPS, TP	33.95
		KNAPHEIDE TRUCK INC	SPINNR DISK, SPREAD DISK A	553.65
		NORTHERN SAFETY CO INC	VESTS	33.41
			EYEWEAR GY LENS	15.57
		O'REILLY AUTOMOTIVE STORES INC	LANTERNS, 5AMP GLASS FUSE	19.47
			GLASS FUSES	7.48
			GLASS CLNR, TRUCK STEP	103.28
			BATT CHARGER	119.99
		LAKE SUN LEADER 81525 & 1586450	UNIFORM BIDS	21.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	19.32
			HOT COCO	17.95
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, BALL JNTS #55	478.30
			TIRE REPAIR #59	15.00
			OIL CHG #69	41.95
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	32.34
			STREET DEPT FLOOR MATS	7.20
			STREET DEPT UNIFORMS	38.32
			STREET DEPT FLOOR MATS	6.84
			STREET DEPT UNIFORMS	92.84
			STREET DEPT FLOOR MATS	7.20
		EZARD'S	UTILITY LIGHTERS	7.49
		WEX BANK	ENG -TRANS FUEL	50.13
			TRANS DEPT FUEL	2,549.73
			TRANS GPS	324.72
			TOTAL:	4,712.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,506.74
			TOTAL:	2,506.74
Water	Water Fund	PURCELL TIRE & RUBBER CO	BATTERY	64.25
		EZARD'S	ELECTRICAL SUPPLIES	0.80
			HARDWARE	3.27
		GB MAINTENANCE SUPPLY	CUPS, TP	33.94
		GOEHRI, GEORGE	JAN INS PREMIUM	82.06
		MO ONE CALL SYSTEM INC	LOCATES	48.10
		MO RURAL WATER ASSC	2015 DUES	603.12
		NORTHERN SAFETY CO INC	VESTS	33.41
			EYEWEAR GY LENS	15.57
		O'REILLY AUTOMOTIVE STORES INC	HOSE CLAMP	2.27
			HOSE CLAMPS	11.35
		LAKE SUN LEADER 81525 & 1586450	BLUFF TOWER CLEANING BID	202.50
			TRUCK CRANES BID	31.50
			UNIFORM BIDS	21.00
		CONSOLIDATED ELECTRICAL DISTR, INC	T12, FLUOR LAMPS	80.06
		POSTMASTER	UTILITY BILL POSTAGE	395.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	19.31
			WATER COOLER RENTAL	35.00
			HOT COCO	17.95
		MATCHPOINT INC	MIKRON ALPHA+GAMMA COMBO S	4,495.00
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	23.71
			WATER DEPT FLOOR MATS	7.20
			WATER DEPT UNIFORMS	24.01
			WATER DEPT FLOOR MATS	6.83
			WATER DEPT UNIFORMS	23.71
			WATER DEPT FLOOR MATS	7.20
		WEX BANK	ENG -WATER FUEL	50.13
			WATER DEPT FUEL	670.45
			WATER GPS	83.64
			TOTAL:	7,092.34
Sewer	Sewer Fund	PURCELL TIRE & RUBBER CO	BATTERY	64.24
			LOADER FLAT REPAIR	26.75
		GRAINGER, INC	UTILITY HEATER	487.50
		EZARD'S	FASTENERS, BALLAST	37.23
			FASTENERS, HASP FXD STPL	19.87
			FASTENERS, DRILL BITS	10.40
			HAND TOOL/ACCESSORIES	8.37
		GB MAINTENANCE SUPPLY	CUPS, TP	33.94
		MO ONE CALL SYSTEM INC	LOCATES	48.10
		EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL	1,750.00
		MO RURAL WATER ASSC	2015 DUES	603.12
		KNAPHEIDE TRUCK INC	WINCH CABLE, WIRE ROPE	325.00
			WIRE ROPE, WINCH CABLE	18.89-
		NORTHERN SAFETY CO INC	VESTS	33.40
			EYEWEAR GY LENS	15.57
		O'REILLY AUTOMOTIVE STORES INC	AADAPTERS, HEX BITS SET	22.28
			PIGTAILS	28.81
			BATTERY	112.75
			RETURNED BATTERY, BATT BOL	102.89-
			BOLT EXTNDR, RETURNED BOLT	2.00-
			TAP	9.98
			OIL FILTERS	20.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE SUN LEADER 81525 & 1586450	TRUCK CRANES BID	31.50
			UNIFORM BIDS	21.00
		POSTMASTER	UTILITY BILL POSTAGE	395.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	19.32
			HOT COCO	17.95
		HD SUPPLY WATERWORKS LTD	VALVE BOX ADAPTER W/LID	24.75
		SYSTEMS MANUFACTURING INC	SCADA IMPROVEMENTS PROJECT	9,259.00
			LIFT STATION CONVERSIONS	63,490.00
		LOWE'S	LIGHT BULBS	55.10
		JCI INDUSTRIES INC	PUMP REPAIR SN G7102	11,965.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	38.14
			SEWER DEPT FLOOR MATS	7.20
			SEWER DEPT UNIFORMS	72.23
			SEWER DEPT FLOOR MATS	6.83
			SEWER DEPT UNIFORMS	38.14
			SEWER DEPT FLOOR MATS	7.20
		EZARD'S	HAND TOOL/ACCESSORIES	9.98
		WEX BANK	ENG -SEWER FUEL	50.13
			SEWER DEPT FUEL	632.35
			SEWER GPS	83.64
			TOTAL:	89,758.91
Ambulance	Ambulance Fund	HEDRICK MOTIV WERKS LLC	VLV STEM EXTNSN O-RING M9	30.00
			SERVICE CALL MED9	35.00
		ROBERT D KING MD LLC	DEC MEDICAL DIR SERV	1,000.00
			MEDICAL DIRECTOR SERVICES	1,000.00
		WEX BANK	AMB DEPT FUEL	435.65
			TOTAL:	2,500.65
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	546.86
			TOTAL:	546.86
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	HEARTLAND EQUIP CHARGE	16.00
			JET A FUEL	17,172.83
		CONTROLLED HEATING & COOLING	RENTAL HOUSE FURNACE	95.00
		VAISALA INC	NAVAID PREVENTIVE MAINT	2,499.00
		JET A LOGIX	REPAIR AVGAS BOTTM LOADING	225.00
		WEX BANK	LCF AIRPORT FUEL	49.32
			TOTAL:	20,057.15
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	SATELLITE EQUIP CONN	30.00
			HEARTLAND EQUIP CHARGE	16.00
		CHARTER BUSINESS	SERV 01/16-02/15/15	71.03
			TOTAL:	117.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund			62,719.02
20	Transportation			4,712.52
30	Water Fund			9,599.08
35	Sewer Fund			89,758.91
40	Ambulance Fund			2,500.65
45	Lee C. Fine Airport Fund			20,604.01
47	Grand Glaize Airport Fund			117.03

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 GRAND TOTAL: 190,011.22  
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**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Crack Seal Machine Purchase

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

Citizens, visitors, staff

**Why is Board Action Required?**

Board approval is required for purchases and contracts over \$5,000

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

Motion to approve purchase.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-774255 Machinery and Equipment

**Comments and Recommendation of Department:**

This purchase is for a crack seal machine for the Transportation Department. Last summer, the Transportation Department completed a crack sealing program with good results. By purchasing this machine, it allows greater flexibility to apply crack sealant and increase the life of the City's streets.

The budgeted amount for this equipment is \$35,000. Staff recommends the purchase be made from the MODOT state bid from SASCO Pavement Coatings Inc for a price of \$33,972.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-120515RJ Melter Applicator and Pavement Cutter**  
**2014 Extension - Prices good through May 31, 2015 - Multiple Award**

**Item #1 - Small Melter Applicator**

Vendor	Make/Model	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	District
Paving Maintenance Supply - Lee's Summit	Crafco SS 125	\$33,972.00	30-60 days	Yes	0%	KC & CD
SASCO Pavement Coatings Inc	Crafco SS 125 D	\$33,972.00	30-60 days	Yes	0%	All
Stepp Manufacturing	Stepp QJK-125	\$39,306.00	90 days	Yes	0%	All
Cimline Inc	Cimline Magna 150	\$35,123.00	30-60 days	Yes	0%	All
Paving Maintenance Supply - Granite City	Crafco SS 125 D	\$33,972.00	30-60 days	Yes	0%	NE, SIL & SE

**Item #2 - Large Melter Applicator**

Vendor	Make/Model	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	District
Paving Maintenance Supply - Lee's Summit	Crafco SS 250	\$41,925.00	30-60 days	Yes	0%	KC & CD
SASCO Pavement Coatings Inc	Crafco SS 250 D	\$41,925.00	30-60 days	Yes	0%	All
Stepp Manufacturing	Stepp QJK-275	\$49,126.00	90 days	Yes	0%	All
Cimline Inc	Cimline Magna 230	\$37,595.00	30-60 days	Yes	0%	All
Paving Maintenance Supply - Granite City	Crafco SS 250 D	\$41,925.00	30-60 days	Yes	0%	NE, SIL & SE

**Item #3 - Pavement Cutter**

Vendor	Make/Model	Base Price Delivered	ARO	Coop. Yes/No	MSRP Discount	District
Paving Maintenance Supply - Lee's Summit	Crafco 25 with Electric Clutch	\$8,943.00	30-60 days	Yes	0%	KC & CD
SASCO Pavement Coatings Inc	Crafco 25 with Electric Clutch	\$8,943.00	30-60 days	Yes	0%	All
Cimline Inc	Cimline PCR-30	\$8,652.00	30 days	Yes	0%	All
Paving Maintenance Supply - Granite City	Crafco 25 Router with Clutch	\$8,943.00	30-60 days	Yes	0%	NE, SIL & SE

**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Crack Seal Material Purchase

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

Citizens, visitors, staff

**Why is Board Action Required?**

Board approval is required for purchases and contracts over \$5,000

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

Motion to approve purchase.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-761300 Road Repair Material

**Comments and Recommendation of Department:**

This purchase is for crack seal material (Roadsaver 515) for the new crack seal machine. Last summer, the Transportation Department completed a crack sealing program with good results.

The City is able to buy this material from the state bid if they purchase 43,000 lbs of material. This material doesn't have a shelf life and it is anticipated that we will use over

half of this material this year. The state bid price is \$0.653/lb resulting in a total price of \$28,079.

The item was inadvertently left out of the FY2015 budget and will require a budget amendment. Staff recommends the purchase be made from the MODOT state bid from SASCO Pavement Coatings Inc. for a price of \$28,079.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

CRAFCO PRICING  
Pricing renewed thru December 31, 2015

SFS 7-121226RW

Item	Northwest	Northeast	Kansas City	Central	St. Louis	Southwest	Southeast
Roadsaver 221	.63	.63	.63	.63	.63	.63	.63
AR Plus – 244							
AR Plus – 241**	.60	.60	.60	.60	.60	.60	.60
Roadsaver – 515	.653	.653	.653	.653	.653	.653	.653
Roadsaver – 518	.53	.53	.53	.53	.53	.53	.53
Techerete Type TBR	1.497	1.497	1.497	1.497	1.497	1.497	1.497

\*\*\*ORDERS MUST BE FOR FULL TRUCKLOAD OF 43,000 LBS\*\*\*  
NO PCARDS

**Northwest – Kansas City - Central**

Paving Maintenance Supply, Inc.  
1808 SW Market Street  
Lee's Summit, MO 64082  
Michael Cook  
816-525-8755 / 816-525-8756 (fax)  
[dave.keener@pnst-usa.net](mailto:dave.keener@pnst-usa.net)

**Northeast – St. Louis – Southeast**

Paving Maintenance Supply, Inc.  
12950 St. Charles Rock Road  
Bridgeton, MO 63044  
314-770-9434 / 314-770-9308 (fax)  
[scott.mikelson@pnst-usa.net](mailto:scott.mikelson@pnst-usa.net)  
[karen.frishe@pnst-usa.net](mailto:karen.frishe@pnst-usa.net)

*This new location opened October 1, 2014 to replace Granite City, IL location*

**Southwest**

SASCO Pavement Coatings, Inc.  
718 N. Broadview  
Springfield, MO 65802  
417-862-7237 / 417-862-1287 (fax)  
[markcannefax@yahoo.com](mailto:markcannefax@yahoo.com)

\*\* AR Plus – 241 is sealant used by NE, SL and SE Districts.

**Submission Date:** January 6, 2015  
**Submitted By:** Public Works Director  
**Board Meeting Date:** January 22, 2015

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

**Description of Item:**

Bill 15-04 – To amend the FY2015 Budget in the amount of \$28,079

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

Citizens of Osage Beach, City Staff

**Why is Board Action Required?**

Board approval required for budget amendment

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

Requesting first and second reading of Bill 15.04

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-761300 Road Repair Material

**Comments and Recommendation of Department:**

This budget amendment is for the crack seal material. During the budgeting process, we included the crack seal machine but did not include the material.

Funds are available from the FY2015 Transportation Fund unrestricted fund balance.

The Public Works Department recommends approval. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

BILL NO. 15-04

ORDINANCE NO. 15.04

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO.14.62 ADOPTING THE 2015 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2015 Annual Budget adopted as Ordinance No. 14.62 is hereby amended by allocating an additional \$28,079 to line item 20-00-761300 designated as Road Repair Material as follows:

	Original Budget	Amended Budget
20-00-761300 Road Repair Material	\$7,500	\$35,579

Section 2. In all other respects the 2015 Annual Budget adopted in Ordinance No.14.62 shall remain in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

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

I hereby certify that the above Ordinance No. 15.04 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
 Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

Approved as to form:

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

I hereby APPROVE Ordinance No. 15.04

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

\_\_\_\_\_  
Date

ATTEST:

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

**Submission Date:** January 8, 2015  
**Submitted By:** Public Works Director  
**Board Meeting Date:** January 22, 2015

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

**Description of Item:**

Bill 15-05 – Authorize the Mayor to execute Construction Contract OB14-030 for Cleaning of Bluff Drive Water Tower

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

Citizens of Osage Beach, staff, contractors

**Why is Board Action Required?**

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

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

Requesting first and second reading of Bill 15.05.

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

Yes. Staff would like to get this work completed before heavy water demand occurs. This tower will be taken out of service to complete this work.

**Budget Line / Source of Funds**

30-00-774269 Tower & Well Improvements

**Comments and Recommendation of Department:**

Bids were opened on January 6, 2015. The apparent low bidder is Pittsburgh Tank in the amount of \$32,800. This item was budgeted at \$40,000. We have worked with Pittsburgh Tank in the past with good results.

This project will clean the Bluff Drive Tower inside and outside. The tower will be taken offline to complete this work. We are planning on having this work done before the summer season.

The Public Works Department recommends approval of Bill 15.05 for the award of this contract to Pittsburgh Tank in the amount of \$32,800. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

**BID TABULATION**  
**Cleaning of Bluff Drive Water Tower 2015**  
**OB14-030**

Bid Opening: January 6, 2015			Engineer's Estimate		Pittsburgh Tank Henderson, KY		Ozark Applicators Van Buren, MO		Maguire Iron, Inc Sioux Falls, SD		
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Cleaning of Bluff Drive Water Tower	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 27,800.00	\$ 27,800.00	\$ 34,660.00	\$ 34,660.00	\$ 38,260.00	\$ 38,260.00
2	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Total Base Bid</b>					<b>\$ 45,000.00</b>		<b>\$ 32,800.00</b>		<b>\$ 39,660.00</b>		<b>\$ 43,260.00</b>



BILL NO. 15-05

ORDINANCE NO. 15.05

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PITTSBURG TANK TO PROVIDE CLEANING AND INSPECTION SERVICES FOR THE BLUFF DRIVE WATER TOWER PROJECT

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Pittsburg Tank to provide cleaning and inspection services for the Bluff Drive Water Tower Project.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed thirty two thousand eight hundred dollars (\$32,800.00).

Section 3. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract identified as Cleaning of Bluff Water Tower and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

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

I hereby certify that the above Ordinance No. 15.05 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Approved as to form:

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

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

I hereby approve Ordinance No. 15.05.

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

\_\_\_\_\_  
Date

ATTEST:

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

**BID FORM**

To: Honorable Mayor and Board of Aldermen  
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated 12/29/2014  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

CLEANING OF BLUFF DRIVE WATER TOWER 2015 SCHEDULED BID FORM						
Item	Estimated Quantity	Unit	Description	Unit Price	Price	
1	1	LS	Cleaning of Bluff Drive Water Tower	\$27,800	\$27,800.00	
09970						
2	1	LS	Force Account Work	Contingent Sum	\$ 5,000.00	
01800						
					Total Bid \$ 32,800.00*	

\*EXCLUDES INTERIOR AND EXTERIOR OF CONCRETE SHAFT.

TOTAL BID IN WRITING: THIRTY-TWO THOUSAND EIGHT HUNDRED DOLLARS + ZERO CENTS.

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at HENDERSON, KY this 2<sup>nd</sup> day of January, 2015

LICENSE or CERTIFICATE NUMBER, if applicable N/A

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Typed or Printed Name

Doing Business As \_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_

Telephone No. \_\_\_\_\_

IF A PARTNERSHIP:

\_\_\_\_\_  
 Name of Partnership

\_\_\_\_\_  
 Member of Firm (Signature)

\_\_\_\_\_  
 Member of Firm (Typed or Printed)

Business Address of Bidder: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. \_\_\_\_\_



IF A CORPORATION:

Pittsburg Tank & Tower Maintenance Co., Inc.  
 Name of Corporation

By Don Johnston  
 Signature & Title  
 Don Johnston, President  
 \_\_\_\_\_  
 Typed or Printed Name

ATTEST: Donald A. Johnston (CORPORATE SEAL)  
 Secretary or Assistant Secretary Signature

DONALD A. JOHNSTON  
 Typed or Printed Name

Business Address of Bidder: PO BOX 1849  
HENDERSON, KY 42419  
 Telephone No. 270 869-9400

If Bidder is a Corporation, supply the following information:

State in which Incorporated: KY

Name and Address of its: President Don Johnston  
Henderson, Ky 42420  
 Secretary DONALD A. JOHNSTON  
Henderson, Ky 42420

**Submission Date:** January 14, 2015

**Submitted By:** Public Works Director

**Board Meeting Date:** January 22, 2014

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

**Description of Item:**

Bill 15-06 – Authorize the Mayor to execute Construction Contract OB14-029

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

Citizens of Osage Beach, staff, contractors

**Why is Board Action Required?**

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

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

Requesting first and second reading of Bill 15.06

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

35-00-773208 Mace Road

**Comments and Recommendation of Department:**

Bids were opened on January 6<sup>th</sup>. The apparent low bidder is Strait-Line Construction with a bid amount of \$39,156.80. We have done work in the past with Strait-Line Construction with good results.

This work was anticipated to be completed in 2014. A budget amendment will be needed if it is approved and can be submitted at the next BOA meeting.

This project is to repair Aver Road. It was damaged during the Mace Road Sewer project that was constructed in 2013. The contractor damaged Aver Road and has failed to perform this work after several conversations. The bonding company has refused to help contending the City has withheld enough from the contract to perform the repairs. The road continues to deteriorate.

The City has withheld \$11,642.24 in retainage on this project. We can utilize these funds for this project. The remaining \$27,514.56 will be a budget amendment. Repair funds in Account No. 35-00-743300 are available for this project.

The Public Works Department will utilize this roadway for access to monitor and repair the sewer infrastructure which was taken over from the Lake Ozark system in 2013. We should repair this roadway so that the homeowners have the road in a similar condition prior to the sewer construction contract.

The Public Works Department recommends approval of this bill.

**City Administrator Comments and Recommendation:**

The City Administrator has excused herself from this issue.

BID TABULATION  
Aver Road Improvements  
OB14-029

Bid Opening: January 6, 2015

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Strait-Line Construction Lake Ozark, MO		Apac-Missouri Linn Creek, MO		Travis Hodge Hauling Lake Ozark, MO		Sam Gaines Construction New Bloomfield, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Subgrade Preparation	320	CY	\$ 40.00	\$ 12,800.00	\$ 49.50	\$ 15,840.00	\$ 90.43	\$ 28,937.60	\$ 110.00	\$ 35,200.00	\$ 150.00	\$ 48,000.00
2	Bituminous Concrete Pavement	108	TONS	\$ 102.00	\$ 11,016.00	\$ 169.60	\$ 18,316.80	\$ 131.47	\$ 14,198.76	\$ 220.00	\$ 23,760.00	\$ 150.00	\$ 16,200.00
3	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Base Bid					\$ 28,816.00		\$ 39,156.80		\$ 48,136.36		\$ 63,960.00		\$ 69,200.00



BILL NO. 15-06

ORDINANCE NO. 15.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STRAIT-LINE CONSTRUCTION FOR IMPROVEMENTS ON AVER ROAD

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Strait-Line Construction for improvements on Aver Road.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed thirty nine thousand one hundred fifty six dollars and eighty cents (\$39,156.80).

Section 3. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

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

I hereby certify that the above Ordinance No. 15.06 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Approved as to form:

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

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

I hereby approve Ordinance No. 15.06.

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

\_\_\_\_\_  
Date

ATTEST:

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

**BID FORM**

To: Honorable Mayor and Board of Aldermen  
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

AVER ROAD IMPROVEMENTS					
BID FORM					
Item	Estimated Quantity	Unit	Description	Unit Price	Price
1	320	CY	Subgrade Preparation	\$ 49.50	\$ 15,840.00
02316					
2	108	TON	Bituminous Concrete Pavement	\$ 169.60	\$ 18,316.80
02740					
3	1	LS	Force Account	Contingent Sum	\$ 5,000.00
01800					
				<b>TOTAL BID</b>	<b>\$ 39,156.80</b>

AVER ROAD IMPROVEMETNS

TOTAL BID IN WRITING: Thirty nine <sup>thousand</sup> one hundred fifty six  
dollars & 80/100

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at Doyle Street Line Office this 6 day of Jan, 2015

LICENSE or CERTIFICATE NUMBER, if applicable 00949

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Typed or Printed Name

Doing Business As \_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

IF A PARTNERSHIP:

\_\_\_\_\_

Name of Partnership

\_\_\_\_\_

Member of Firm (Signature)

\_\_\_\_\_

Member of Firm (Typed or Printed)

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

IF A CORPORATION:

\_\_\_\_\_

Name of Corporation

By \_\_\_\_\_

Signature & Title

Nathan Geromini

Typed or Printed Name

ATTEST: \_\_\_\_\_ (CORPORATE SEAL)

Secretary or Assistant Secretary Signature

\_\_\_\_\_

Typed or Printed Name

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

Name and Address of its: President \_\_\_\_\_

\_\_\_\_\_

Secretary \_\_\_\_\_

\_\_\_\_\_

**Submission Date:** 1/12/2015

**Submitted By:** Public Works Director

**Board Meeting Date:** 1/22/2015

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

**Description of Item:**

Bill 15.07 – Authorize Mayor to execute Change Order with Ameren Corporation for work at Lee C. Fine Memorial Airport

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

Citizens, visitors, Ameren, MoDOT, City Staff

**Why is Board Action Required?**

Board approval required for contracts.

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

Requesting first and second reading of Bill 15.07

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

Ameren would like to get paid for this service. The work has been completed.

**Budget Line / Source of Funds**

45-00-773020 Hangar Project (FY2014 Purchase)

**Comments and Recommendation of Department:**

This Change Order is for additional labor due to unsuitable soil conditions. The City received a change order request from our construction contractor for the same issues. We over excavated the soil to remove the bad subgrade for the building. Ameren had to relocate their power line before we removed the bad subgrade.

The City is being reimbursed by MoDOT for Ameren's cost. The City is being reimbursed 90% of the cost. The cost of this change order is \$2,518.28. The City's cost will be \$251.83.

A supplemental agreement with MoDOT will need to occur to cover the additional cost of this change order. The supplemental agreement will cover a time extension also. We will try to have the supplemental agreement on the February 5<sup>th</sup> Board of Aldermen Meeting.

The Public Works Department recommends approval. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

BILL NO. 15-07

ORDINANCE NO. 15.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 14.12 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT MODIFICATION WITH AMEREN CORPORTATION FOR THE RELOCATION OR INSTALLATION OF CERTAIN UTILITIES AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, this modification is for additional work required at the Lee C. Fine Memorial Airport to relocate or install utilities in the amount of \$2,518.28.

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

Section 1. That Section 2 of Ordinance 14.12 is hereby amended to read as follows:

Total expenditures or liability authorized under this Ordinance shall not exceed thirteen thousand two hundred thirty one dollars and sixty eight cents (\$13,231.68).

Section 2. In all other respects Ordinance No.14.12 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

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

I hereby certify that the above Ordinance No. 15.07 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

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

Approved as to form:

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

I hereby APPROVE Ordinance No. 15.07.

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

\_\_\_\_\_  
Date

ATTEST:

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





**Submission Date:** 01/12/2015  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/2015

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

**Description of Item:**

Bill 15.08 – Authorize the Mayor to execute agreement with Systems Manufacturing, Inc for the improvements to the SCADA System

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

Citizens, visitors, staff

**Why is Board Action Required?**

Board approval is required for purchases and contract over \$5,000

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

Requesting first and second reading of Bill 15.08.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

35-00-773222 Scada Improvements

**Comments and Recommendation of Department:**

As previously indicated, the City's current SCADA (Supervisory Control and Data Acquisition) system is utilized for remote monitoring and control of the City's water and sewer system. It uses radio transmitters and receivers along with PLC's (Programmable Logic Controller) to send level data along various alarms to the Public Works Department Building. The current system is in need of substantial upgrades and improvements to

improve the reliability of communication and data acquisition. The Board of Alderman approved a contract with Systems Manufacturing in April and September 2014 to make new improvements which included installation of a new wireless backbone at Swiss Village and Bluff water tower sites and 15 pump station sites.

This new contract provides for an additional 32 lift stations to be added to the new SCADA system. It is proposed to upgrade 26 sites and to add SCADA to 6 additional sites. This will bring the total number of pump stations on SCADA to 47. This will bring the City's SCADA system up to date and has already increased the reliability of the system. However, there will be additional pump stations added in future budget years.

System Manufacturing has submitted a price of \$6,554/site for the upgrades and \$1,334/site for a new control cabinet and antenna for the sites that are currently not on SCADA. Staff recommends the improvements be made and enter into an agreement with System Manufacturing, Inc in the amount of \$217,732. Budgeted amount is \$220,000.

The Public Works Department recommends approval of this ordinance a first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

BILL NO. 15-08

ORDINANCE NO. 15.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SYSTEMS MANUFACTURING, INC. TO PROVIDE SCADA PHASE III UPGRADES AND IMPROVEMENTS

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Systems Manufacturing, Inc. to provide Supervisory Control and Data Acquisition (SCADA) Phase III upgrades and improvements.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed two hundred seventeen thousand seven hundred thirty two dollars (\$217,732.00).

Section 3. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract identified as Agreement and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

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

I hereby certify that the above Ordinance No. 15.08 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Approved as to form:

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

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

I hereby approve Ordinance No. 15.08.

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

\_\_\_\_\_  
Date

ATTEST:

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

## AGREEMENT

This Agreement is between City of Osage Beach, MO., (“OWNER”), and Systems Manufacturing, Inc. (“SYSTEMS”). SYSTEMS shall perform services on the project described below as provided herein. This Agreement shall not be binding until it has been properly signed by both parties.

PROJECT NAME: SCADA Phase III Improvements

PART 1.0 PROJECT DESCRIPTION: SCADA improvements to pump stations

PART 2.0 SCOPE OF SERVICE

- A. Each RTU conversion will include:
- New SD-9 radio, PLC, power supply, batteries, and charging module installed in existing lift station RTU panel.
  - Integrity of the antenna and coax will be verified. Replacement of antenna or coax, if needed, is included.
  - Configuration of the RTU in the SCADA system to update to the latest Osage Beach standards.
  - Verification of the RTU alarms, status, and control functionality
- B. Optional items if existing SCADA enclosure is not available:
- NEMA 4 24x30 painted steel enclosure and subpanel
  - Conduit mast, antenna, and coax, including installation
  - Termination of wires in RTU and in Pump Panel

PART 3.0 OWNER’S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of SYSTEMS:

- A. For items where the RTU SCADA panel does not exist, the City would be responsible for the following:
- Mounting enclosure
  - Providing and installing conduit between RTU and Pump Panel
  - Providing and installing 120VAC power wires and control wires between RTU and Pump Panel
- B. Arrange for access for SYSTEMS to enter upon public and private property as required for SYSTEMS to perform services under this Agreement.

PART 4.0 PERIODS OF SERVICE: SYSTEMS will complete all services associated with this Agreement by December 31, 2015.

PART 5.0 PAYMENTS TO SYSTEMS:

- A. The OWNER shall compensate the SYSTEMS for services in the amounts shown:

## SCADA Phase III Cost Schedule

Item	Pump Station	Location	Upgrade	New Control Cabinet	Total
1	57-1	Golf View	\$ 6,554.00		\$ 6,554.00
2	57-2	Mocking Bird	\$ 6,554.00		\$ 6,554.00
3	584-A	Oak Creek	\$ 6,554.00		\$ 6,554.00
4	54-12	Lee's Tire	\$ 6,554.00		\$ 6,554.00
5	56-2	Heron Bay	\$ 6,554.00		\$ 6,554.00
6	56-1	Shooters	\$ 6,554.00		\$ 6,554.00
7	56-3	Dogwood	\$ 6,554.00		\$ 6,554.00
8	52-16	Case Rd	\$ 6,554.00		\$ 6,554.00
9	397	Fall Street	\$ 6,554.00		\$ 6,554.00
10	37-1	Jefferies Road	\$ 6,554.00		\$ 6,554.00
11	29-1	Passover	\$ 6,554.00		\$ 6,554.00
12	30-1	Passover	\$ 6,554.00		\$ 6,554.00
13	27-1	Cove Rd	\$ 6,554.00		\$ 6,554.00
14	27-2	Summit Cir	\$ 6,554.00		\$ 6,554.00
15	24-2	Hillside	\$ 6,554.00		\$ 6,554.00
16	24-1	Osage Beach Rd	\$ 6,554.00		\$ 6,554.00
17	24-3	Fairland	\$ 6,554.00		\$ 6,554.00
18	22-3	Sunset	\$ 6,554.00		\$ 6,554.00
19	22-4	Bluff and Ski	\$ 6,554.00		\$ 6,554.00
20	22-1	Huff Puff	\$ 6,554.00		\$ 6,554.00
21	22-2	Bonard	\$ 6,554.00		\$ 6,554.00
22	22-5	Hamrock	\$ 6,554.00		\$ 6,554.00
23	10-2	Mace Rd	\$ 6,554.00		\$ 6,554.00
24	40-1	Winn Road	\$ 6,554.00		\$ 6,554.00
25	10-4	Mace Rd	\$ 6,554.00		\$ 6,554.00
26	GP 3B	Mace Rd	\$ 6,554.00		\$ 6,554.00
27	KK 1A	Quail	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
28	54-8	Hawks Nest 1	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
29	54-9	Hawks Nest 2	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
30	917	Parkwood Circle	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
31	1	School of Osage 1	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
32	2	School of Osage 2	\$ 6,554.00	\$ 1,334.00	\$ 7,888.00
<b>Totals Phase III</b>			<b>\$ 209,728.00</b>	<b>\$ 8,004.00</b>	<b>\$ 217,732.00</b>

Bills will be submitted to OWNER by SYSTEMS monthly for services actually provided. Bills will be due and payable by the OWNER in accordance with their monthly appropriations cycle.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

SYSTEMS MANUFACTURING, INC.  
"SYSTEMS"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Bill 15.09 – Authorize Mayor to enter into agreement with Aramark for Public Works Uniforms and Mats

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

Citizens, visitors, staff

**Why is Board Action Required?**

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

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

Requesting first and second reading of Bill 15.09.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-, 30-, & 35-00-729400 – Uniform Rental/Purchases  
 20-, 30-, & 35-00-743100 – Maintenance and Repair

**Comments and Recommendation of Department:**

This is for uniform and mat rental for Public Works, a total annual cost of \$7,111; uniform rental \$6,063.20 and mat rental \$1,047.80.

The uniform shirts are Hi-Vis Class 2 and lime in color so as to increase safety. Three companies bid with one company submitting two bids. Attached is the bid tabulation. The apparent low bidder is Aramark Uniform Services.

The cost breakdown is as follows:

Uniforms:	Mats:
20-00-729400 – \$2,425.25	20-00-743100 - \$349.27
30-00-729400 – \$1,515.83	30-00-743100 - \$349.27
35-00-729400 – \$2,122.12	35-00-743100 - \$349.26

Uniform Rental/Purchases is a budgeted line item to include the uniform rental as stated above as well as other smaller uniform items, i.e. boot reimbursements, coat replacements, etc. The Maintenance and Repair line item includes all maintenance and repair items for each department, including this scheduled service.

This agreement is for a three year period.

The Public Works Department recommends approval of this ordinance. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director’s recommendation.

## 2015 Uniform Bid Tabulation

Items	Quantity	Aramark		Uni-First		Cintas (Dickies Jeans)		Cintas (Carhart Jeans)	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Uniforms									
Long Sleeve	220	\$ 0.14	\$ 1,601.60	\$ 0.42	\$ 4,804.80	\$ 0.45	\$ 5,148.00	\$ 0.45	\$ 5,148.00
Short Sleeve	220	\$ 0.14	\$ 1,601.60	\$ 0.38	\$ 4,347.20	\$ 0.45	\$ 5,148.00	\$ 0.45	\$ 5,148.00
Jeans	220	\$ 0.25	\$ 2,860.00	\$ 0.24	\$ 2,745.60	\$ 0.25	\$ 2,871.44	\$ 0.44	\$ 5,056.48
<b>Initial Set Up</b>									
name tags	440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
logo	440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weekly Service Charge	52	\$ -	\$ -	\$ 5.00	\$ 260.00	\$ -	\$ -	\$ -	\$ -
<b>Replacement charge</b>									
name tags	33	\$ -	\$ -	\$ 0.50	\$ 16.50	\$ 1.52	\$ 50.16	\$ 1.52	\$ 50.16
logo	33	\$ -	\$ -	\$ 1.50	\$ 49.50	\$ 1.52	\$ 50.16	\$ 1.52	\$ 50.16
prep charge	1	\$ -	\$ -	\$ 0.25	\$ 0.25	\$ 1.52	\$ 1.52	\$ 1.52	\$ 1.52
<b>Uniform Yearly Charge</b>			<b>\$ 6,063.20</b>		<b>\$ 12,223.85</b>		<b>\$ 13,269.28</b>		<b>\$ 15,454.32</b>
<b>MATS</b>									
4 x 6 (twelve)	2	\$ 2.60	\$ 270.40	\$ 2.50	\$ 260.00	\$ 2.14	\$ 222.56	\$ 2.14	\$ 222.56
3 x 10 (six)	4	\$ 3.50	\$ 728.00	\$ 2.80	\$ 582.40	\$ 3.00	\$ 623.17	\$ 3.00	\$ 623.17
Scraper (five)	1	\$ 0.95	\$ 49.40	\$ 0.85	\$ 44.20	\$ 1.85	\$ 96.20	\$ 1.85	\$ 96.20
<b>Mat Yearly Charge</b>			<b>\$ 1,047.80</b>		<b>\$ 886.60</b>		<b>\$ 941.93</b>		<b>\$ 941.93</b>
<b>Total Yearly Charge</b>			<b>\$ 7,111.00</b>		<b>\$ 13,110.45</b>		<b>\$ 14,211.21</b>		<b>\$ 16,396.25</b>

BILL NO. 15-09

ORDINANCE NO. 15.09

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARAMARK TO PROVIDE UNIFORMS AND MATS FOR THE PUBLIC WORKS DEPARTMENT

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Aramark to provide uniforms and mats for the Public Works Department.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed seven thousand one hundred eleven dollars (\$7,111.00).

Section 3. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract identified as Aramark Uniform Services and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

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

I hereby certify that the above Ordinance No. 15.09 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Approved as to form:

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

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

I hereby approve Ordinance No. 15.09.

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

\_\_\_\_\_  
Date

ATTEST:

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



CUSTOMER NAME CITY OF OSAGE BEACH

CUSTOMER NO. \_\_\_\_\_

PAGE NO. \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT TITLE: \_\_\_\_\_

Reason For CIS:  New Customer  Add Allied Products  Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:						
ITEM	QUANTITY	RATE PER ITEM	UNIT PRICE	TOTAL PRICE	TAXES	TOTAL

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered

**Additional Services and Charges:**

- YES N/A
- Preparation Charge \$0.00 per Garment
  - Service Charge \$0.00 per Week
  - Extra Suit Charge \$0.00 per Wearer
  - Special Merchandise (If yes, see Special Merchandise Addendum)
    - Direct Embroidered
    - Other
  - Emblem Description
    - Name Emblem Unit Price \$0.00
    - Company Emblem Unit Price \$0.00
    - Other
  - Emblem Color: Name: \_\_\_\_\_ Company: \_\_\_\_\_
  - Emblem Type/Style: Embroidered:  Silk Screen:  Image Print:
  - Other Charges/Services: \_\_\_\_\_

EasyCare™	

**General:**

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment
Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.			

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT CITY OF OSAGE BEACH

Name of Customer

Customer Phone Number \_\_\_\_\_

PRINT \_\_\_\_\_

Name & Title of Customer Contact

CARL LETNER - ACCOUNT EXECUTIVE

ARAMARK Representative Name & Title

Date \_\_\_\_\_

Signature - ARAMARK Representative

By \_\_\_\_\_  
Signature of Authorized Customer Representative

Date \_\_\_\_\_

Signature - ARAMARK General Manager

Date \_\_\_\_\_

CUSTOMER NO. \_\_\_\_\_  
PAGE NO. \_\_\_\_\_

Service to ("Customer"): CITY OF OSAGE BEACH

Bill to: \_\_\_\_\_

Service Address

Billing Address

OSAGE BEACH MO 65065  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

**GARMENTS AND SERVICES ORDERED:**

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE** (per item; per week)	REPLACEMENT CHARGE (PER ITEM)
20	SS III VIS WORK SHIRT	11	5	\$0.14	ITEM	WKLY	0	\$59.00
20	LS III VIS WORK SHIRT	11	5	\$0.14	ITEM	WKLY	0	\$59.00
20	100% COTTON JEAN	11	5	\$0.25	ITEM	WKLY	0	\$28.00

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
STANDARD 4 X 6 MAT	4	\$2.60	WKLY	50%	N/A	\$85.00
STANDARD 3 X 10 MAT	8	\$3.50	WKLY	50%	N/A	\$95.00
3 X 5 SCRAPER MAT	1	\$0.95	WKLY	100%	N/A	\$95.00

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ~~60~~ <sup>36</sup> consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. ~~Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~ <sup>EH</sup>

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initiated below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

\_\_\_\_ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty. Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements

By signing below Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement

CITY OF OSAGE BEACH  
Name of Customer \_\_\_\_\_ Customer Phone Number \_\_\_\_\_

\_\_\_\_\_  
Name & Title of Customer Contact

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Customer Representative

upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

CARL LETNER - ACCOUNT EXECUTIVE  
ARAMARK Representative Name & Title

\_\_\_\_\_  
Signature - ARAMARK Representative

\_\_\_\_\_  
Signature - ARAMARK General Manager



2650 Palumbo Dr. Lexington, KY 40502  
 Telephone: (606) 594-0126 Fax: (606) 594-0800  
 E-mail: CustomerService@aramark.com

To expedite account processing, please fill out all **required**\* information on the cover page, as well as below, and **sign**\* the application

*Name of Business		*DUNS Number	
*Trade Name		Date Business Started	
*Street Address	*City:	*State	*Zip Code
*Telephone Number ( )	Fax Number ( )	*Email Address	
*Check Legal Status <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Monthly Sales	
Do you have an existing account with another ARAMARK line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of ARAMARK location	
if so please provide the following information Account Number		ARAMARK telephone number	

The Undersigned hereby makes this application for credit to ARAMARK Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

**TERMS AND CONDITIONS OF SALE:** The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F O B, shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract), because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D C. 20580

<b>For Office Use Only:</b>	
Market Center Number	Customer ID(s)
Date Submitted	

**Submission Date:** 1/13/2015  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 1/22/2015

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

**Description of Item:**

Bill 15.10 – Authorize Mayor to enter into a supplemental agreement with Crawford, Murphy & Tilly, Inc.

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

Citizens, visitors, CMT, MoDOT Aviation, City Staff

**Why is Board Action Required?**

Board approval is required purchases and contracts over \$5,000.

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

Requesting first and second reading of Bill 15.10

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

45-00-774128 Hangar Project (FY2014 Expenditure)

**Comments and Recommendation of Department:**

This is for a Supplemental Agreement with CMT for additional construction administration/inspection services for the hangar construction at Lee C. Fine. We encountered these issues that caused a need for this additional work.

- 1) “Or Equal Clause” – Regulations required to allow or equal clauses in the contract. The City and CMT planned on a Ful-Fab or Erect A Tube building. If

the contractor had submitted Ful-Fab or Erect A Tube building, it would have been a “rubber stamp” approval process. The construction contractor submitted a Varco Pruden Design. CMT had not seen this manufacturer before. This required additional time to review the drawings to make sure it met the specifications of the contract.

- 2) Unsuitable Soils – We executed a contract modification with the construction contractor. There was a proposed additional modification that was approved with a not to exceed amount of \$38,595.59 at the May 15, 2014 Board of Alderman Meeting. I sent you a memo dated June 10 that stated we had our engineering firm investigate the shrink and swell potential of the “fat clay”. It came back that the material did not need to be removed but our engineering firm stayed onsite while footing excavation occurred to make sure if the subgrade needed to come out they made the call.

We came out saving funds from the original change order of \$38,595.59 in the construction contract. The additional engineering services in this supplemental agreement came out to be \$20,867.14. This was FY2014 work and is a FY2014 expenditure.

We have talked with MoDOT about this supplemental agreement. We will be including it in the supplemental grant agreement that we are working on with MoDOT. MoDOT is reimbursing the City in the amount of 90 % for this project. The total additional cost to the City will be \$2,086.71.

The Public Works Department recommends approval of this ordinance.

### **City Administrator Comments and Recommendation:**

Concur with the Public Works Director’s recommendation.

BILL NO. 15-10

ORDINANCE NO. 15.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH CRAWFORD, MURPHY & TILLY, INC. TO ACCOMPLISH A PROJECT AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach and Crawford, Murphy & Tilly, Inc. entered into an agreement on August 21, 2012 to accomplish a project at the Lee C. Fine Memorial Airport; and

WHEREAS, the City and Crawford, Murphy & Tilly, Inc. now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement and Supplemental Agreement No. 1, Project No. 12-046B-2, as provided herein.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Supplemental Agreement No. 1 with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty thousand eight hundred sixty seven dollars and 14 cents (\$20,867.14).

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

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

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

I hereby certify that the above Ordinance No. 15.10 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

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

Approved as to form:

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

I hereby approve Ordinance No. 15.10.

\_\_\_\_\_  
Date

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

ATTEST:

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

Airport Name:	<u>Lee C. Fine Memorial (AIZ)</u>
Project No.:	<u>12-046B-2</u>
County:	<u>Miller</u>

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1  
(FEDERAL ASSISTANCE)**

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into by the City of Osage Beach, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on August 21, 2012, to accomplish a project at the Lee C. Fine Memorial Airport, (hereinafter, "Original Agreement"); and,

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) For and in consideration of the additional services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **\$1,553.70** for a total not to exceed amount of **\$20,867.14**.

<b>Preliminary, Design, Bidding Phase Services</b>			
	ORIGINAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$2,634.39	\$0.00	\$2,634.39
Max. Fee Payable	\$29,200.00	\$0.00	\$29,200.00

<b>Construction Phase Services</b>			
	ORIGINAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$1,324.40	\$1,553.70	\$2,878.10
Max. Fee Payable	\$10,900.00	\$20,867.14	\$31,767.14

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV SA1 and Exhibit V SA1, which are attached hereto and incorporated herein by reference.

(3) **PERIOD OF SERVICE:** Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 10 calendar days. The projected completion date shown on Exhibit VI is now revised to 45 calendar days after issuance of final project acceptance to the Contractor, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

(A) **DBE Goal:** The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Supplemental Agreement No. 1 dollar value.

(B) **DBE Participation Obtained by Consultant:** The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL


(5) **SUBCONSULTANTS:**

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
AllState Consultants, LLC	3312 LeMone Industrial Boulevard, Columbia, MO 65201	Geotechnical Investigation

(6) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 13<sup>th</sup> day of January, 2015.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CONSULTANT**

Crawford, Murphy & Tilly, Inc.

**SPONSOR**

City of Osage Beach, Missouri

By: *Daniel R. Meckes*

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

By: Daniel R. Meckes, P.E.

By: Penny Lyons

Title: President

Title: Mayor

**ATTEST:**

**ATTEST:**

By: *Timothy P. Tappendorf*

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

By: Timothy P. Tappendorf, P.E.

By: Diann Warner

Title: Manager, St. Louis Office

Title: City Clerk

**EXHIBIT II SA1****SCOPE OF SERVICES****CONSTRUCTION SERVICES**

1. Provide construction administration:
  - a. Provide assistance to contractor with Buy American certification acquisition, reviews and Type 3 waiver submittal to MoDOT and the FAA.
  - b. Thoroughly review "Or Equal" hangar, alternate manufacturer bi-fold hangar door and man door shop drawings and material certification submittals as provided by the Contractor.
  - c. Provide in depth electrical and structural review of "Or Equal" hangar electrical and structural submittals and alternate design drop inlet.
  - d. Correspondence, proposal review, change order issuance for unforeseen soils issues on the project site, also utilizing the services of a geotechnical subconsultant.

**EXHIBIT IV SA1**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V SA1**

**ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN**

EXHIBIT IV  
 DERIVATION OF CONSULTANT PROJECT COSTS  
 LEE C. FINE MEMORIAL AIRPORT  
 OSAGE BEACH, MISSOURI  
 BOX HANGAR DEVELOPMENT - SA1  
 SUMMARY OF COSTS

September 9, 2014

	<b>Fee</b>	<b>Hours</b>
Preliminary Phase	\$0.00	0
Design Phase	\$0.00	0
Bidding Phase	\$0.00	0
Special Services (Design Survey)	\$0.00	0
<b>Subtotal</b>	<b>\$0.00</b>	<b>0</b>
Construction Phase	\$20,867.14	129
<b>Total</b>	<b>\$20,867.14</b>	<b>129</b>

## EXHIBIT IV - SA1

## DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT  
OSAGE BEACH, MISSOURI  
BOX HANGAR DEVELOPMENT  
CONSTRUCTION PHASE SERVICES - SA1

September 9, 2014

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$71.23	\$0.00
Senior Project Engineer	0	56.51	\$0.00
Project Manager	1	43.94	\$43.94
Senior Engineer	88	33.98	\$2,990.24
Engineer	0	27.55	\$0.00
Senior Planner	0	29.57	\$0.00
Planner	0	19.85	\$0.00
Architect	0	28.56	\$0.00
Senior Technician	40	33.55	\$1,342.00
Technician	0	25.20	\$0.00
Clerk/Secretary	0	19.27	\$0.00
	129		
Total Direct Salary Costs			= \$4,376.18

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = \$5,981.80

3 **SUBTOTAL:**

Items 1 and 2 = \$10,357.98

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,553.70 Fixed Fee

Subtotal \$11,911.68 Not To Exceed

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage - Meetings 0 Miles @ \$0.55 / Mile = \$0.00  
 b. Mileage - Inspection 0 Miles @ \$0.55 / Mile = \$0.00  
 c. Printing and Shipping - Construction Phase = \$0.00

Total Out-of-Pocket Expenses = \$0.00 Not To Exceed

6 **SUBCONTRACT COSTS:**

a. AllState Consultants; Geotechnical Investigation = \$8,955.46  
 b.  
 c.

= \$8,955.46

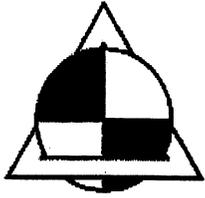
7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$20,867.14 Not To Exceed

Exhibit IV - SA1

updated 12/2011





**ALLSTATE  
CONSULTANTS**  
3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201

(P) 573.875.8799  
(F) 573.875.8850  
allstate@allstateconsultants.net  
EIN#: 11-3799539

**Invoice**

Invoice Number: 673  
Invoice Date: 06/11/2014

To: CRAWFORD, MURPHY & TILLY, INC.  
1 MEMORIAL DR., SUITE 500  
GATEWAY TOWER  
ST. LOUIS, MO 63102

**Project: 12038.02 PROPOSED HANGARS, LEE C. FINE MEMORIAL AIRPORT, OSAGE  
BEACH, MO - GEOTECH INVESTIGATION**

Professional Services Through: 05/30/2014

Project Manager: BILL BARROW

**Professional Services**

**GEOTECHNICAL**

<u>FIELD SERVICES</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	5.00	125.00	625.00
PRINCIPAL	1.25	135.00	168.75
TECHNICIAN II	5.00	55.00	275.00
<b>FIELD SERVICES</b>	<b>Subtotal:</b>		<b>\$1,068.75</b>
<u>LAB SERVICES</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	5.00	125.00	625.00
<b>LAB SERVICES</b>	<b>Subtotal:</b>		<b>\$625.00</b>
<u>SUPERVISION &amp; REPORTS</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	6.00	125.00	750.00
<b>SUPERVISION &amp; REPORTS</b>	<b>Subtotal:</b>		<b>\$750.00</b>
			<b>\$2,443.75</b>

**Reimbursable Expenses**

**GEOTECHNICAL**

<u>LAB SERVICES</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
ATTERBERG LIMITS	05/30/2014	2.00	85.00000
			170.00

Allstate Consultants LLC      Project: 12038.02      06/11/2014      Invoice Number: 673<sup>79</sup>

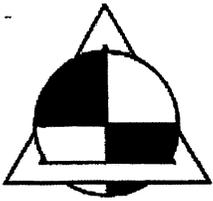
SWELL TESTS	05/30/2014	2.00	150.00000	300.00
LAB SERVICES				
		Subtotal:		<u>\$470.00</u>
				<u>\$470.00</u>

\*\*\* Total Invoice Amount: \$2,913.75

**Aged Receivables**

Invoice #	<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 Days</u>	<u>+121 Days</u>
673	\$2,913.75	\$0.00	\$0.00	\$0.00	\$0.00

**All invoices are due upon receipt**



**ALLSTATE  
CONSULTANTS**  
3312 LEMONE INDUSTRIAL BLVD.  
COLUMBIA, MO 65201

80

Invoice

Invoice Number: 840  
Invoice Date: 08/01/2014

(P) 573.875.8799  
(F) 573.875.8850  
allstate@allstateconsultants.net  
EIN#: 11-3799539

To: CRAWFORD, MURPHY & TILLY, INC.  
1 MEMORIAL DR., SUITE 500  
GATEWAY TOWER  
ST. LOUIS, MO 63102

**Project: 12038.02 PROPOSED HANGARS, LEE C. FINE MEMORIAL AIRPORT, OSAGE  
BEACH, MO - GEOTECH INVESTIGATION**

Professional Services Through: 08/01/2014

Project Manager: BILL BARROW

**Professional Services**

**GEOTECHNICAL**

<u>FIELD SERVICES</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	36.00	125.00	4,500.00
TECHNICIAN II	12.00	55.00	660.00
<b>FIELD SERVICES</b>	<b>Subtotal:</b>		<b>\$5,160.00</b>
<u>LAB SERVICES</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	5.00	125.00	625.00
<b>LAB SERVICES</b>	<b>Subtotal:</b>		<b>\$625.00</b>
<u>SUPERVISION &amp; REPORTS</u>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
ENGINEER III	2.00	125.00	250.00
<b>SUPERVISION &amp; REPORTS</b>	<b>Subtotal:</b>		<b>\$250.00</b>
			<b>\$6,035.00</b>

**Reimbursable Expenses**

**GEOTECHNICAL**

<u>SUPERVISION &amp; REPORTS</u>		<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
POSTAGE	06/19/2014	1.00	6.71000	6.71
<b>SUPERVISION &amp; REPORTS</b>		<b>Subtotal:</b>		<b>\$6.71</b>

\$6,911**\*\*\* Total Invoice Amount: \$6,041.71****Aged Receivables:**

<u>Invoice #</u>	<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 Days</u>	<u>+121 Days</u>
673	\$0.00	\$2,913.75	\$0.00	\$0.00	\$0.00
840	\$6,041.71	\$0.00	\$0.00	\$0.00	\$0.00

**All invoices are due upon receipt.**

**Submission Date:** January 12, 2015

**Submitted By:** City Administrator

**Board Meeting Date:** January 22, 2015

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

**Description of Item:**

Public Works Phone Extension Repair/Upgrade Service and Material Purchase.

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

Citizens of Osage Beach, residents, visitors and City staff.

**Why is Board Action Required?**

Board approval required for purchases and contracts over \$5000.

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

Motion to Approve.

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

Yes. Staff would like to get the project started as soon as possible.

**Budget Line / Source of Funds**

20- 30- 35-00-774256 Building Improvements

**City Administrator Comments and Recommendation:**

This is a request to proceed with updating and repairing the phone system at the Public Works facility. Currently the phone system, in addition to being outdated, is not tied to the City Hall's system and by connecting the two systems better communication between the facilities will be possible as well as call transfers and voicemail could be utilized.

This project has been in the works for some time now and was not a FY2015 budgeted item however there are funds available through the unrestricted balances of each the

Transportation, Water, and Sewer Funds. The bill of \$8,000 will be split among the three stated departments; \$2,667, \$2,667, and \$2,666 respectively. A budget adjustment will follow.



**Submission Date:** January 13, 2015

**Submitted By:** City Administrator

**Board Meeting Date:** January 22, 2015

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

**Description of Item:**

Bill 15.11 – To amend FY2015 Budget in the amount of \$8,000

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

Citizens of Osage Beach, City Staff

**Why is Board Action Required?**

Board approval required for budget amendment

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

Requesting first and second reading of Bill 15.11.

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

No.

**Budget Line / Source of Funds**

20-00-774256 Original FY2015 Budget - \$67,000; Amended Budget - \$69,667

30-00-774256 Original FY2015 Budget - \$67,000; Amended Budget - \$69,667

35-00-774256 Original FY2015 Budget - \$67,000; Amended Budget - \$69,666

**City Administrator Comments and Recommendation:**

This budget amendment is necessary due to the fact that the upgrade/repair to the Public Works facility's phone system was not a budgeted item for FY2015.

BILL NO. 15-11

ORDINANCE NO. 15.11

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO.14.62 ADOPTING THE 2015 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2015 Annual Budget adopted as Ordinance No. 14.62 is hereby amended by allocating an additional \$8,000 total to line items 20- 30-, and 35-00-774256 designated as Building Improvements as follows:

	Original Budget	Amended Budget
20-00-774256 – Building Improvements	\$67,000	\$69,667
30-00-774256 – Building Improvements	\$67,000	\$69,667
35-00-774256 – Building Improvements	\$67,000	\$69,666

Section 2. In all other respects the 2015 Annual Budget adopted in Ordinance No.14.62 shall remain in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

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

I hereby certify that the above Ordinance No. 15.11 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
 Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

Approved as to form:

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

I hereby APPROVE Ordinance No. 15.11

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

\_\_\_\_\_  
Date

ATTEST:

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

**Submission Date:** January 14, 2014  
**Submitted By:** Planning Commission  
**Board Meeting Date:** January 22, 2014

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

**Description of Item:**

Bill 15-12 – Request for Final Plat Approval for Villas at Grand Glaize Nineteenth Amended Plat. The Developer is requesting final plat approval of one lot for two units to transfer title.

Location: Behind and south of Osage Beach Parkway between Winn and Murphy roads.

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

The applicants and adjacent property owners may be affected by this decision.

**Why is Board Action Required?**

In accordance with Code Section 410.170, the Board of Aldermen must approve major final subdivision plats.

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

Requesting first and second reading of Bill 15.12.

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

No, but the applicant wishes to sell these units as soon as possible.

**Budget Line/ Source Funds**

N/A

**Comments and Recommendation of the Planning Department:**

**Subdivision Name:** Villas at Grand Glaize 19<sup>th</sup> Amended Plat  
**Location:** Behind and south of Highway 54 frontage between Winn (54-40) and Murphy (54-47) roads.  
**Section/Township/Range:** 11/39/16

Applicant: Villas at Grand Glaize, L.P.

Surveyor: Allen Surveying.

Total Size: Approximately 11,800 square feet.

Number of Lots: Two (2) town home footprints; zero lot line housing  
Lots 131 and 132

Zoning: PUD for Town Home Development

Surrounding Subdivisions:

North: Harper Fosters Subdivision

South: Harper Fosters Subdivision

East: Marcy’s Subdivision/unplatted property

West: Amended Harper’s Subdivision

Public Improvements: Sewer, water, and street system to serve individual lots. Plans have been submitted and approved as part of the preliminary plat approval. Construction is underway; any improvements required for the lots proposed will require financial assurances filed with the Department if the improvements are not installed at the time of approval.

The Planning Department has reviewed this plat for code compliance and found it to be in order.

The public improvements that service these lots have been installed. With that the Planning Department recommends approval of this plat.

**Comments and Recommendation of the Planning Commission**

The Planning Commission concurs with Staff’s recommendation for approval.

**City Administrator Comments and Recommendation:**

Concur with the above recommendations.

BILL NO. 15-12

ORDINANCE NO. 15.12

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT OF VILLAS AT GRAND GLAIZE, 19<sup>TH</sup> AMENDED, A SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the plat of Villas at Grand Glaize, 19<sup>th</sup> Amended, a subdivision in Osage Beach, Camden County, Missouri, is hereby approved by the Board of Aldermen of the City of Osage Beach, Missouri.

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

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

I hereby certify that the above Ordinance No. 15.12 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date  
Approved as to form:

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

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

I hereby approve Ordinance No. 15.12.

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

\_\_\_\_\_  
Date

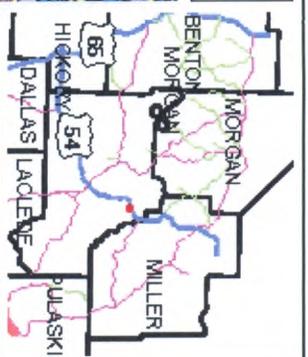
ATTEST:

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

# Camden County, MO



1: 3,116



- Legend**
- Highway
    - Interstate Highway
    - US Highway
    - Numbered State Highway
    - Lettered State Highway
  - Road
  - Address Point
  - Condo Point
  - Parcel
  - Corporate Limit Line
  - Land Hook
  - Original Lot
  - Lake of Ozarks
  - Section
  - County Boundary

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Road Striping Equipment Purchase for the Transportation Department

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

Citizens, visitors, staff

**Why is Board Action Required?**

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

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

Motion to approve purchase

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-774255 Machinery & Equipment

**Comments and Recommendation of Department:**

This purchase for the Transportation Department is for a road striping equipment. This equipment will be utilized for the City pavement striping needs. This has typically been contracted previously but by performing this work in house it is anticipated that substantial cost savings could be realized. This piece of equipment is a Graco Line Lazer IV 250 DC unit.

The City received 5 bids for this unit. The low bidder made a mistake on their bid and has requested to withdraw their bid. The second low bidder PPG Architectural Coatings bid of \$24,299 appears to be fair and reasonable. It is recommend to award to the second low bidder PPG Architectural Coatings in the amount of \$24,299. This was budgeted at \$32,000.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

Item	Quantity	Paving Maint. Supp.		PPG Archit. Coatings		PPG Industries		Sherwin Williams		Sasco	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Road Striping System	1	\$ 2,855.00	\$ 2,855.00	\$ 24,299.00	\$ 24,299.00	\$ 24,500.00	\$ 24,500.00	\$ 25,250.00	\$ 25,250.00	\$ 25,432.00	\$ 25,432.00
Total			\$ 2,855.00		\$ 24,299.00		\$ 24,500.00		\$ 25,250.00		\$ 25,432.00



**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Tractor Purchase for Transportation Department

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

Citizens, visitors, staff

**Why is Board Action Required?**

Board approval required for purchases and contracts over \$5,000

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

Motion to approval tractor purchase.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-774255 Machinery & Equipment

**Comments and Recommendation of Department:**

This purchase for the Transportation Department is for a new tractor with front end loader. This tractor will replace an existing New Holland tractor. The new tractor is a John Deere 5085E Utility Tractor with a H240 Loader. The budgeted amount is \$70,000 which includes tractor with a brush hog attachment, which will be purchased at a later date.

Staff recommends the purchase be made from the MODOT state bid (MoDOT Contract 3-130709TV) from Sydenstricker Implement in Tipton for a price of \$49,098.19. This is under budget in the amount of \$20,901.81 which will be used for the purchase of a brush hog attachment with boom.

Although this particular model isn't listed on the state bid, MoDOT has a clause in the bid documents that allows vendors to sell items at a discounted rate as long as the vendor lists the discounted rate in the bid documents. The discounted rate for John Deere is 19% below MSRP.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

**PRICING PAGE - ITEM #2 BID**

**ITEM #2 - PURCHASE TRACTORS shall meet the attached specification E630E.**

I am bidding (MAKE) \_\_\_\_\_ (MODEL) \_\_\_\_\_

**Outright Purchase Price** \$ \_\_\_\_\_

**NET DELIVERED PRICE** to any of the districts selected below.

**OPTIONS**

- Option 2a:** Deduct Cab and A/C - Open Operator Station, including (ROPS) with canopy, seat belt and swivel seat. ROPS shall meet the SAE Standard J334a-1970 and J167-1970 (deduct) (\$ \_\_\_\_\_)
- Option 2b:** 2WD (w/ locking differential) in lieu of 4WD (deduct) (\$ \_\_\_\_\_)
- Option 2c:** Front Weights - Lbs. per weight \_\_\_\_\_ \$ \_\_\_\_\_
- Option 2d:** Rear Weights - Lbs. per weight \_\_\_\_\_ \$ \_\_\_\_\_
- Option 2e:** 540/1000 RPM PTO in lieu of 540 RPM PTO \$ \_\_\_\_\_
- Option 2f:** Front Fender Option \$ \_\_\_\_\_
- Option 2g:** 3<sup>rd</sup> hydraulic valve \$ \_\_\_\_\_
- Option 2h:** AM/FM Radio \$ \_\_\_\_\_
- Option 2i:** Rear windshield wiper and rear washer fluid applicator \$ \_\_\_\_\_
- Option 2j:** Loader prep pkg. (including dual mid-valves w/ joystick control) \$ \_\_\_\_\_  
(Loader prep. pkg. will be used to operate front mounted snow plow)
- Option 2k:** Heavy Duty Quick Attach self-leveling loader w/o bucket \$ \_\_\_\_\_  
(Loader must be same brand as tractor)
- Option 2l:** Recommended Quick Attach bucket for loader. Length: \_\_\_\_\_ \$ \_\_\_\_\_

Delivery will be made approximately \_\_\_\_\_ days after receipt of order.

Please indicate with an 'X' the MoDOT Districts for which you are bidding this item.  
(Bidders are responsible for servicing all counties within the district(s) selected.)

Northwest District	_____	Northeast District	_____
Kansas City District	_____	Central District	_____
St. Louis District	_____	Southwest District	_____
Southeast District	_____		

All Districts \_\_\_\_\_

Vendors should submit a list of any additional options/accessories with detailed pricing information for each model of tractor that your company bids. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) of discount off Manufacturers' Suggested Retail Prices (MSRP) for all tractor options/accessories available in your data book or pricing guides for tractors bid under Item #2. This information will be posted for other entities to view.

**% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580;  
 DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Sydenstricker Implement Co.  
 31217 Hwy 5  
 Tipton, MO 65081  
 660-433-5596  
 tipton@sydenstrickers.com

**Quote Summary**

**Prepared For:**  
 City Of Osage Beach Public Works Department  
 5757 Chapel Dr  
 Osage Beach, MO 65065  
 Business: 573-302-2020

**Delivering Dealer:**  
 Sydenstricker Implement Co.  
 James Witte  
 31217 Hwy 5  
 Tipton, MO 65081  
 Phone: 660-433-5596  
 Mobile: 573-746-1329  
 jwitte@sydenstrickers.com

**Quote ID:** 10305757  
**Created On:** 16 September 2014  
**Last Modified On:** 17 September 2014  
**Expiration Date:** 31 October 2014

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5085E Utility Tractor (70 PTO hp) Contract: MODOT Purchase Tractor Contract_3-130709TV Price Effective Date: September 17, 2014	\$ 43,746.27 X	1 =	\$ 43,746.27
JOHN DEERE H240 Loader Contract: MODOT Purchase Tractor Contract_3-130709TV Price Effective Date: September 17, 2014	\$ 5,351.92 X	1 =	\$ 5,351.92
<b>Equipment Total</b>			<b>\$ 49,098.19</b>

\* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 49,098.19
Trade In	
SubTotal	\$ 49,098.19
Total	\$ 49,098.19
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 49,098.19

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**JOHN DEERE**

# Selling Equipment

Quote Id: 10305757

Customer Name: CITY OF OSAGE BEACH PUBLIC WORKS DEPARTMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Sydenstricker Implement Co.  
31217 Hwy 5  
Tipton, MO 65081  
660-433-5596  
tipton@sydenstrickers.com

## JOHN DEERE 5085E Utility Tractor (70 PTO hp)

Hours:

Stock Number:

Contract: MODOT Purchase Tractor Contract\_3-130709TV

Selling Price \*

Price Effective Date: September 17, 2014

\$ 43,746.27

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6960LV	5085E Utility Tractor (70 PTO hp)	1	\$ 41,102.00	19.00	\$ 7,809.38	\$ 33,292.62	\$ 33,292.62
<b>Standard Options - Per Unit:</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 8,938.00	19.00	\$ 1,698.22	\$ 7,239.78	\$ 7,239.78
2110	Mechanical Suspension Seat for Cab Tractors	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Rear SCV's with Lever Control	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,236.00	19.00	\$ 234.84	\$ 1,001.16	\$ 1,001.16
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 410.00	19.00	\$ 77.90	\$ 332.10	\$ 332.10
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 318.00	19.00	\$ 60.42	\$ 257.58	\$ 257.58
<b>Standard Options Total</b>			<b>\$ 10,902.00</b>		<b>\$ 2,071.38</b>	<b>\$ 8,830.62</b>	<b>\$ 8,830.62</b>
<b>Dealer Attachments/Non-Contract/Open Market:</b>							
RE227949	Engine Block Heater (110V)	1	\$ 111.39	19.00	\$ 21.16	\$ 90.23	\$ 90.23
SJ10170	Antenna	1	\$ 28.48	19.00	\$ 5.41	\$ 23.07	\$ 23.07
RE321101	John Deere AC Delco AM/FM Weather band Radio	1	\$ 459.98	19.00	\$ 87.39	\$ 372.57	\$ 372.57
AL80128	Mirror, Telescopic, LH, Manually Adjustable	1	\$ 171.60	19.00	\$ 32.60	\$ 139.00	\$ 139.00
AL80127	Mirror, Telescopic, RH, Manually Adjustable	1	\$ 171.60	19.00	\$ 32.60	\$ 139.00	\$ 139.00
R262449	Front Weight Support, 187 Lbs	1	\$ 400.58	4.74	\$ 19.00	\$ 381.58	\$ 381.58
R213907	Weight, Rear Wheel - 95 Lb.	4	\$ 147.40	19.00	\$ 28.01	\$ 119.39	\$ 477.56

Confidential



**JOHN DEERE**

# Selling Equipment

Quote Id: 10305757      Customer Name: CITY OF OSAGE BEACH PUBLIC WORKS DEPARTMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580;  
 DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Sydenstricker Implement Co.  
 31217 Hwy 5  
 Tipton, MO 65081  
 660-433-5596  
 tipton@sydenstrickers.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
<b>Dealer Attachments Total</b>			<b>\$ 1,491.01</b>		<b>\$ 226.17</b>	<b>\$ 1,264.84</b>	<b>\$ 1,623.01</b>
<b>Suggested Price</b>							<b>\$ 43,746.25</b>
<b>Total Selling Price</b>			<b>\$ 53,495.01</b>		<b>\$ 10,106.93</b>	<b>\$ 43,388.08</b>	<b>\$ 43,746.25</b>

## JOHN DEERE H240 Loader

**Equipment Notes:**

Hours:

Stock Number:

Selling Price \*

Contract: MODOT Purchase Tractor Contract\_3-130709TV

\$ 5,351.92

Price Effective Date: September 17, 2014

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2411P	H240 Loader	1	\$ 6,533.00	24.00	\$ 1,567.92	\$ 4,965.08	\$ 4,965.08
<b>Standard Options - Per Unit:</b>							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1508	Mounting Frame	1	\$ 122.00	24.00	\$ 29.28	\$ 92.72	\$ 92.72
2510	H240 Standard Farm Loader (NSL) - 2 Function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4530	2 Function hoses and parts with Quick Coupler Connection; Mid-Valve installed on tractor	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5513	Hood Guard	1	\$ 41.00	24.00	\$ 9.84	\$ 31.16	\$ 31.16
6995	Less Ballast Box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global Carrier	1	\$ 178.00	24.00	\$ 42.72	\$ 135.28	\$ 135.28
8220	2150 MM (85 In.) Global Materials Bucket	1	\$ 168.00	24.00	\$ 40.32	\$ 127.68	\$ 127.68
<b>Standard Options Total</b>			<b>\$ 509.00</b>		<b>\$ 122.16</b>	<b>\$ 386.84</b>	<b>\$ 386.84</b>

**JOHN DEERE**

# Selling Equipment

Quote Id: 10305757

Customer Name: CITY OF OSAGE BEACH PUBLIC WORKS DEPARTMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382680;  
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Sydenstricker Implement Co.  
31217 Hwy 5  
Tipton, MO 65081  
660-433-5596  
tipton@sydenstrickers.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
	<b>Suggested Price</b>						<b>\$ 5,351.92</b>
<b>Total Selling Price</b>			<b>\$ 7,042.00</b>		<b>\$ 1,690.08</b>	<b>\$ 5,351.92</b>	<b>\$ 5,351.92</b>

**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Approval to purchase a Snow Plow for the Transportation Department.

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

Citizens, visitors, staff

**Why is Board Action Required?**

Board approval is required for purchases and contracts over \$5,000

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

Motion to approve purchase

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

20-00-774265 – Vehicles

**Comments and Recommendation of Department:**

This purchase is for a snow plow for the Transportation Department for the recently approved truck purchase.

The City received 3 bids for this unit and the low bidder is Knapheide Truck Equipment Center in the amount \$5,085. The budgeted amount was \$55,000 for both the truck and plow. The truck purchase was approved at \$50,323, approved at the 12/18/14 BOA

meeting, leaving \$4,677 for the plow. This purchase is \$408 over budget and additional funding will be available from unrestricted ending balances.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

## 2015 Transportation Snow Plow Bid Tab

Item	Quantity	Knapheide		Reuther Ford		Bus Andrews	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Plow	1	\$ 5,085.00	\$ 5,085.00	\$ 5,734.50	\$ 5,734.50	\$ 7,450.00	\$ 7,450.00
Total			\$ 5,085.00		\$ 5,734.50		\$ 7,450.00



**Submission Date:** 01/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 01/22/15

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

**Description of Item:**

Purchase of two cranes for two Public Works service trucks.

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

Citizens, visitors, staff

**Why is Board Action Required?**

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

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

Motion to approve purchase.

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

No. Staff would like to proceed as soon as possible.

**Budget Line / Source of Funds**

30- and 35-00-774265 Vehicle(s)

**Comments and Recommendation of Department:**

This purchase is for two service cranes for the Water and Sewer Department's new service trucks. The City received bids from one bidder (Knapheide Truck Equipment) in the amount of \$21,720, \$10,860 each crane. Both the water and the sewer service trucks were approved for purchase on 12/18/14 leaving \$21,663 and \$16,663, respectively, in the budget for the purchase of the cranes and a few other truck additions, i.e. lift gate, etc.

Staff recommends the purchase of two cranes from Knapheide Truck Equipment in the amount of \$21,720. The account breakdown is as follows

30-00-774265 - \$10,860

35-00-774265 - \$10,860

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.



**Submission Date:** January 12, 2015  
**Submitted By:** Todd Davis, Police Chief  
**Board Meeting Date:** January 22, 2015

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

**Description of Item:**

Extension of Vehicle Maintenance Service Contract

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

Osage Beach Police Department, Hedrick Motiv Werks

**Why is Board Action Required?**

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

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

Motion to approve an extension of contract

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

Yes. Current contract expired December 31, 2014

**Budget Line / Source of Funds**

10-14-, 10-20-, and 40-00-743200 Vehicle Maintenance

**Comments and Recommendation of Department:**

Inadvertently, renewing this contract within the final ninety days of FY2014 failed to happen. Refer to current contract enclosed. Staff would like to renew the contract until December 31, 2015, as permitted in the current contract. This service will be bid out later in the year.

Staff recommends approval of the extension of the Vehicle Maintenance Service Contract until December 31, 2015.

**City Administrator Comments and Recommendation:**

Unfortunately, renewing of the contract was overlooked in the final months of 2014, however, the department has been satisfied with the services and would like to renew for the remainder of FY2015. Staff will bid this service out this year as bidding this type of service every two to three years is appropriate, unless issues arise.

## VEHICLE MAINTENANCE SERVICE CONTRACT

### OSAGE BEACH, MISSOURI

This Agreement is made and entered into this 9<sup>th</sup> day of April 2012, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and Hedrick Motiv Werks, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, City heretofore submitted a Request for Proposals for maintenance of City owned vehicles, and;

WHEREAS, specifications for vehicle maintenance were prepared by the City and became a part of the Request for Proposals package, and;

WHEREAS, Company was selected as the lowest and better bid and awarded the Vehicle Maintenance for City, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

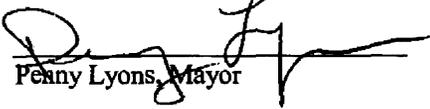
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company is awarded the right to perform certain services for City owned vehicles during the term of this agreement as may be directed by the City.
2. Maintenance Specifications. That certain specifications were developed by City and submitted with the Request for Proposals, which specifications are attached hereto as Exhibit A.
3. In accordance with the bid submitted by Company to City, the following services are in effect during the term of this agreement and must be performed as specified in Exhibit B.
4. Failure to Fulfill Requirements. If Company fails to fulfill the requirements as set forth in this Agreement, this Agreement may be discontinued by City upon the giving of the (10) day's written notice to Company.
5. Period of Contract. This Agreement shall run from April 9, 2012 to December 31, 2014. During the ninety day period proceeding the expiration date, the City may renew the Agreement for one additional year upon the same terms and conditions.
7. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. Provided however, this Agreement may not be assigned by Company without the express written consent of City.

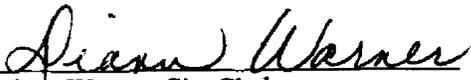
Vehicle Maintenance Service Contract  
Page 2

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first  
above written.

City of Osage Beach, Missouri

By:   
Peany Lyons, Mayor

Attest:

  
Diann Warner, City Clerk

Hedrick Motiv Werks:

By: 