

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING & EXECUTIVE SESSION

June 21, 2018 – 6:00 P.M.
CITY HALL

***** Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of Board Meeting of June 7, 2018 (Page 1)
- Bills List (Page 6)
- Liquor Licenses
 - Eagle Lanes, LLC
 - J Bruners Restaurant
 - Lil Rizzos
 - Pappo's Pizzeria & Pub
 - Surdyke's Port 20
 - Vista Grande Inc.
 - Wacky Knacky Diner, LLC
 - El Charco Azul

UNFINISHED BUSINESS.

- A. **Bill 18-31.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds for Advertising to Support the Benne Media Aquapalooza 2018 Event Support Request.
Second Reading. (Page 18)

NEW BUSINESS

- A. Presentation of 2017 Audit by Williams Keepers, CPA's (Page 25)
- B. **Bill 18-33.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Engineering Contract AEOB18-011 with HR Green, for the Osage Beach Parkway Sidewalks Phase 5.
First Reading. (Page 31)
- C. **Bill 18-34.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute An Agreement Reappointing Judge Washburn as the City Municipal Judge.
First and Second Reading. (Page 50)
- D. **Motion** to Approve Alderman Walker to the Liquor Control Board Replacing Alderman Marose. (Page 56)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION: Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

ADJOURN

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

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

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

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

June 7, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, June 7, 2018, at 6:00 p.m. at City Hall. The following were present: Board President Jeff Bethurem, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Greg Massey, Alderman Phyllis Marose and Alderman Tom Walker. Absent: Mayor John Olivarri. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

Citizens Communications.

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

Consent Agenda.

Alderman Marose moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of May 17, 2018 and the Bills List as submitted. The motion was seconded by Alderman Walker. The motion was voted on and unanimously passed on a voice vote.

Unfinished Business.

BILL 18-27 – An Ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances Alcoholic Beverages by Repealing and Reenacting Section 600.120 D Concerning Liquor Sales on Sunday, and Further Repealing Section 600.150 E Dealing with Restaurants/Bars.

City Attorney Ed Rucker stated that the first reading of Bill 18-27 was approved by the Board on May 17, 2018.

Board President Bethurem presented the second reading of Bill No. 18-27 to become Ordinance 18.27 by title only. It was noted that Bill No. 18-27 to become Ordinance 18.27 had been available for public review.

Alderman Rucker moved to approve the second reading of Bill No. 18-27 to become Ordinance 18.27 as presented. Alderman Massey seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-27 and to pass same into ordinance: “Ayes”: Alderman Rucker, Alderman Bethurem, Alderman Massey, Alderman Marose, Alderman Walker, and Alderman Ross. “Nays”: None. Bill No. 18-27 was passed and approved as Ordinance No. 18.27.

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BILL 18-30 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB18-010 with Donald Maggi Inc. for the Mace Road Project.

Public Works Director Nick Edelman stated that the first reading of Bill 18-30 was approved by the Board on May 17, 2018. Public Works Director Edelman stated that all property had been acquired and there was a possibility that this project would require a change order in the future due to adjustments that may need to be made. General discussion followed regarding landscaping needs of the area once the project was complete.

Board President Bethurem presented the second reading of Bill No. 18-30 to become Ordinance 18.30 by title only. It was noted that Bill No. 18-30 to become Ordinance 18.30 had been available for public review.

Alderman Rucker moved to approve the second reading of Bill No. 18-30 to become Ordinance 18.30 as presented. Alderman Ross seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-30 and to pass same into ordinance: “Ayes”: Alderman Bethurem, Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross, and Alderman Rucker. “Nays”: None. Bill No. 18-30 was passed and approved as Ordinance No. 18.30.

New Business.

BILL 18-31 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds for Advertising to Support the Benne Media Aquapalooza 2018 Event Support Request.

City Administrator Jeana Woods stated that Benne Media has requested \$2,000 for the annual Aquapalooza to be held July 21, 2018, in Osage Beach. City Administrator Woods stated that the Board has supported this event in the past through the Event Support Program.

Greg Sullens with Benne Media spoke in reference to the funding request and the history of the event. General discussion followed regarding the event, budget and amount the City awarded in the past.

Board President Bethurem presented the first reading of Bill No. 18-31 to become Ordinance 18.31 by title only. It was noted that Bill No. 18-31 to become Ordinance 18.31 had been available for public review.

Alderman Marose moved to approve the first reading of Bill No. 18-31 to become Ordinance 18.31 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

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BILL 18-32 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Construction Contract OB18-013 for the Traffic Signal Street Lighting and Ballfield Lighting Maintenance and Repair with Reinhold Electric, Inc.

Public Works Director Nick Edelman stated that this contract was for the maintenance services on traffic signals, street lights, and ballfield lights. In response to an inquiry from Alderman Rucker, Public Works Director Edelman stated that Reinhold Electric, Inc. had the agreement with the City last year.

Board President Jeff Bethurem presented the first reading of Bill No. 18-32 to become Ordinance 18.32 by title only. It was noted that Bill No. 18-32 to become Ordinance 18.32 had been available for public review.

Alderman Ross moved to approve the first reading of Bill No. 18-32 to become Ordinance 18.32 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed by a voice vote.

Board President Bethurem presented the second reading of Bill No. 18-32 to become Ordinance 18.32 by title only. It was noted that Bill No. 18-32 to become Ordinance 18.32 had been available for public review.

Alderman Ross moved to approve the second reading of Bill No. 18-32 to become Ordinance 18.32 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-32 and to pass same into ordinance: “Ayes”: Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross, Alderman Rucker, and Alderman Bethurem. “Nays”: None. Bill No. 18-32 was passed and approved as Ordinance No. 18.32.

DISCUSSION – Update on Prescription Drug Monitoring Program (PDMP).

City Attorney Ed Rucker noted that staff was directed to research the possibility of the City’s participation in the St. Louis PDMP Program. Attorney Rucker reviewed the information relative to the research. City Attorney Rucker noted that there were two wording errors within the document that will be corrected for future use. City Attorney Rucker then reviewed the information and responded to questions regarding the Prescription Drug Monitoring Program. Alderman Rucker stated he had additional questions regarding this topic that he would forward to the Board and City Attorney Rucker. Following further discussion City Attorney Rucker stated that depending on additional questions or concerns received from the Board he would hopefully be able to have this Bill on the Agenda for the first meeting in July.

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DISCUSSION – Proposed TIF Policy Changes.

City Attorney Ed Rucker provided a history of the TIF policy and reviewed proposed changes to the TIF Policy. General discussion followed regarding not using Bonds and proposed changes to the policy.

Communications from Members of the Board of Aldermen.

Alderman Rucker inquired about the trees that were down at Case Road. Public Works Director Nick Edelman stated that the trees came down during a recent storm and that he would contact MoDOT to ensure they are aware of it.

Alderman Ross stated that he enjoyed participating in the Public Work employee appreciation event and was looking forward to the citywide event.

Alderman Walker inquired if anything can be done with the downed and dead trees on state owned property. Public Works Director Edelman stated that he will contract State Parks, however, in the past he has been told that the trees are left as they are to process naturally.

Alderman Marose stated she had received many compliments on the updated roadways throughout the City. Alderman Marose inquired as to the cleaning and painting of the water towers. Public Works Director Edelman stated that cleaning and painting of various water towers would begin shortly and the paint that would be used had a glossy finish which should help keep the tower looking cleaner longer.

Staff Communications.

City Administrator Jeana Woods reminded Board Members that the upcoming Board's Advanced Session is scheduled for June 20th and would be held at Camden on the Lake. City Administrator Woods distributed a Waste Collection Services memo and briefly reviewed the status of research done and additional data being obtained in order to determine current uses and need demographic information. General discussion followed regarding receiving input on this topic from the community.

City Attorney Ed Rucker stated that the Bill on changes to the TIF Policy should be on the July 5th Agenda pending additional concerns received from Board Members.

City Clerk Cynthia Lambert thanked the Board for opportunity to attend the IIMC for additional educational opportunities.

DRAFT

Airport Manager Ty Dinsdale stated that the Grand Glaize Airport project was going well and should be completed within a week. In addition, Airport Manager Dinsdale stated the fuel truck was now at the Grand Glaize Airport and they are now able to offer jet fuel sales.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 7:20 p.m.

I, Cynthia Lambert, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on June 7, 2018.

Cynthia Lambert, City Clerk

Jeff Bethurem, Board President

**CITY OF OSAGE BEACH
BILLS LIST
June 21, 2018**

Bills Paid Prior to Board Meeting	101,326.41
Payroll Paid Prior to Board Meeting	128,032.35
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Dierbergs	0.00
TIF Transfer Prewitt's Pt	0.00
Bills Pending Board Approval	1,068,848.32
Total Expenses	<u>1,298,207.08</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
			State Withholding	2,769.00
		MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	Fed WH	9,831.72
			FICA	6,756.94
			Medicare	1,580.28
			Loan Repayment	365.59
		ICMA	Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Retirement 457 &	290.80
			Retirement 457	1,060.00
			Loan Repayments	156.85
			Loan Repayments	543.78
			Loan Repayments	207.35
			Loan Repayments	144.72
			Loan Repayments	432.53
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirement Roth IRA %	159.66
			Retirement Roth IRA	290.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	500.00
			OTHER AGENCY CASH BOND	1,000.00
			OTHER AGENCY CASH BOND	550.00
		HSA BANK	HSA Contribution	135.00
			HSA Family/Dep. Contributi	1,673.00
		US DEPARTMENT OF EDUCATION	#1028145744	462.27
		ONE TIME VENDOR GREENE COUNTY ASSOC CO	GREENE COUNTY ASSOC COURT:	1,000.00
			TOTAL:	31,582.98
Mayor & Board	General Fund	OLIVARRI, JOHN	MO MAYOR MTG, LEG RECOG, PDM	108.64
			TOTAL:	108.64
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	399.04
			Medicare	93.33
		ICMA	Retirement 401	395.64
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	1,038.01
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	216.50
			Medicare	50.64
		ICMA	Retirement 401	217.89
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	560.03
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	557.13
			Medicare	130.30
		ICMA	Retirement 401	549.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,423.93
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	78.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				8
			Medicare	18.27
		ICMA	Retirement 401	80.37
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	251.77
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	323.28
			Medicare	75.61
		ICMA	Retirement 401	316.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	790.02
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	412.27
			Medicare	96.42
		ICMA	Retirement 401	408.91
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,142.60
Building Maintenance	General Fund	ALLIED SERVICES LLC	TRASH SERV 9/1-10/31/17	139.47
		INTERNAL REVENUE SERVICE	FICA	26.97
			Medicare	6.31
		SUMMIT NATURAL GAS OF MISSOURI INC	SERV 4/16-5/15/18	30.00
			TOTAL:	202.75
Parks	General Fund	ALLIED SERVICES LLC	TRASH SERV 9/1-10/31/17	182.29
		INTERNAL REVENUE SERVICE	FICA	526.06
			Medicare	123.01
		ICMA	Retirement 401	263.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	76.68
		CASON, JERRY D	UMPIRE 1 GAME 5/21/18	30.00
		NEWMAN, DWIGHT A	UMPIRE 1 GAME 5/24/18	30.00
			UMPIRE 4 GAMES 5/29,5/30,5	120.00
		DULLE, PATRICK VINCENT	UMPIRE 3 GAMES 5/29,6/1	90.00
		BOYER, MARVIN	UMPIRE 5 GAMES 5/21,5/22,5	150.00
			UMPIRE 4 GAMES 5/31,6/1	120.00
		LARY, DAVID ALAN	UMPIRE 2 GAMES 5/21 & 5/22	70.00
			UMPIRE 4 GAMES 5/29,5/31	140.00
		SHACKELFORD, ETHAN	UMPIRE 3 GAMES 5/23/18	60.00
		BLAIR, JERRY LYNN JR	UMPIRE 3 GAMES 5/23/18	60.00
			UMPIRE 3 GAMES 5/30/18	60.00
			TOTAL:	2,176.46
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		STARNES, HOLLY	TUITION REIMBURSEMENT	630.00
			TOTAL:	1,011.06
Overhead	General Fund	AT & T/CITY HALL	SERV 5/5-6/4/18	1,954.71
		DIRECTOR OF REVENUE	NOTARY APPLICATION-D.URLIC	25.00
			TOTAL:	1,979.71
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,049.46
			Medicare	713.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	2,864.43
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,349.29
			TOTAL:	8,126.38
911 Center	General Fund	AT & T/CITY HALL	SERV 5/23-6/22/18	1,091.13
		INTERNAL REVENUE SERVICE	FICA	708.43
			Medicare	165.69
		ICMA	Retirement 401	583.18
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	299.03
			TOTAL:	2,922.46
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	189.73
			Medicare	44.37
		ICMA	Retirement 401	188.06
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	534.66
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	133.56
			Medicare	31.24
		ICMA	Retirement 401	131.83
		AT&T INTERNET/IP SERVICES	SERV 5/19-6/18/18	884.67
			SERV 5/19-6/18/18	1,245.63
			SERV 5/19-6/18/18	2,419.73
			SERV 5/5-6/4/18	128.97
			SERV 4/13-5/12/18	990.00
		AT&T MOBILITY-CELLS		
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	6,040.63
Economic Development	General Fund	OLIVARRI, JOHN	MEDC TRAINING	50.69
			TOTAL:	50.69
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	254.28
		INTERNAL REVENUE SERVICE	Fed WH	1,044.98
			FICA	918.31
			Medicare	214.74
		ICMA	Retirement 457 &	330.30
			Retirement 457	213.21
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	65.80
			HSA Contribution	33.50
		HSA BANK	HSA Family/Dep. Contributi	301.56
			TOTAL:	3,454.68
Transportation	Transportation	MILLER CO RECORDER	MACE RD EASEMENTS	54.00
		ALLIED SERVICES LLC	TRASH SERV 9/1-10/31/17	37.46
		INTERNAL REVENUE SERVICE	FICA	918.31
			Medicare	214.77
		ICMA	Retirement 401	802.91
		CAMDEN COUNTY RECORDER OF DEEDS	MACE RD EASEMENTS	501.00
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	399.73
			TOTAL:	2,978.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	205.36
			Fed WH	822.58
		ICMA	FICA	737.03
			Medicare	172.37
			Retirement 457 &	60.48
			Retirement 457	126.46
			Loan Repayments	58.43
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		ONE TIME VENDOR CORGIAT, MICHAEL BIGGE, DAVID	01-3340-00	27.34
			02-3670-00	153.99
			TOTAL:	2,592.87
Water	Water Fund	ALLIED SERVICES LLC INTERNAL REVENUE SERVICE	TRASH SERV 9/1-10/31/17	37.47
			FICA	737.03
		ICMA	Medicare	172.39
			Retirement 401	730.22
			WELL #2 4/29-5/29/18	1,902.69
			SWISS VILLAGE WELL 4/29-5/	3,875.36
		MANKEY, KYLE	MILEAGE REIMB 5/23-5/29/18	136.25
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	323.99
		STOUFER, TOMMIE L	MILEAGE REIMB 5/23-5/29/18	28.12
			TOTAL:	7,993.40
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	401.36
			Fed WH	1,373.03
		ICMA	FICA	1,007.62
			Medicare	235.67
			Retirement 457 &	54.55
			Retirement 457	128.52
			Loan Repayments	45.71
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	64.85
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
			TOTAL:	3,816.49
Sewer	Sewer Fund	ALLIED SERVICES LLC INTERNAL REVENUE SERVICE	TRASH SERV 9/1-10/31/17	37.47
			FICA	1,007.62
		ICMA	Medicare	235.62
			Retirement 401	999.60
			Retirement 457 &	4.62
			Retirement 457 &	0.38
		STARK, CHAD	MILEAGE REIMB 5/23-5/30/18	55.59
		AMEREN MISSOURI	LIFT STATIONS & GRINDER PU	2,309.56
			LIFT STATIONS & GRINDER PU	5,864.42
		HSA BANK	1075 RUNABOUT 4/26-5/28/18	20.52
			HSA Contribution	49.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	551.28
			Medical Reimbursement	20.84
		LIEDEL, BRIAN	MILEAGE REIMB 5/30-6/6/18	176.58
		BRUEWER, ROB	MILEAGE REIMB 5/30-6/5/18	34.88
		DIBBEN, CLINT	MILEAGE REIMB 5/23-5/30/18	122.08
			TOTAL:	11,490.93
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	289.00
		INTERNAL REVENUE SERVICE	Fed WH	891.22
			FICA	725.69
			Medicare	169.71
		ICMA	Retirement 457 &	63.60
			Retirement 457	15.00
			Loan Repayments	122.24
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	111.56
			Case No, . 14LA-AC00228	100.40
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	2,613.42
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	725.69
			Medicare	169.71
		ICMA	Retirement 401	575.84
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAY AMBULANCE REIMBURSEMEN	1,312.07
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,008.31
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	59.00
		INTERNAL REVENUE SERVICE	Fed WH	226.57
			FICA	320.78
			Medicare	75.02
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
			TOTAL:	808.92
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	TRASH SERV 9/1-10/31/17	34.38
		AMEREN MISSOURI	STATE PARK LOCALZR 4/27-5/	56.19
			LCF FIREHOUSE 4/27-5/30/18	39.54
		INTERNAL REVENUE SERVICE	FICA	320.78
			Medicare	75.02
		ICMA	Retirement 401	269.50
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	952.91
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	52.00
		INTERNAL REVENUE SERVICE	Fed WH	198.61
			FICA	234.28
			Medicare	54.79
		ICMA	Retirement 457	30.00
			TOTAL:	569.68
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SERV 4/23-5/22/18	49.65
		ALLIED SERVICES LLC	TRASH SERV 9/1-10/31/17	34.38
		AMEREN MISSOURI	GG AP HANGAR 4/29-5/29/18	29.44
			GG AP TBLC EXT D 4/29-5/29	220.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GG AP SHOP 4/29-5/29/18	25.74
			GG AP 4/29-5/29/18	11.83
			TBLC EXT D 4/29-5/29/18	17.31
			GG AP HANGAR TBLC 4/29-5/2	29.79
			GG AP SLEEPY 4/29-5/29/18	20.28
		INTERNAL REVENUE SERVICE	FICA	234.28
			Medicare	54.79
		ICMA	Retirement 401	195.34
		HSA BANK	HSA Family/Dep. Contributi	180.00
			TOTAL:	1,103.59

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===== FUND TOTALS =====
10 General Fund                59,942.78
20 Transportation              6,433.11
30 Water Fund                 10,586.27
35 Sewer Fund                 15,307.42
40 Ambulance Fund             5,621.73
45 Lee C. Fine Airport Fund    1,761.83
47 Grand Glaize Airport Fund   1,673.27
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GRAND TOTAL:                  101,326.41
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	JANINE'S FLOWERS INC	FLOWERS - K. MANKEY	58.74
			TOTAL:	58.74
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	STAMP INK	2.85
			TOTAL:	2.85
Municipal Court	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NOTARY STAMP-M.TAYLOR	42.80
		MO VOCATIONAL ENTERPRISES	BUSINESS CARDS - M. TAYLOR	16.00
			TOTAL:	58.80
Building Inspection	General Fund	MO VOCATIONAL ENTERPRISES	LEGAL NOTICE TO STOP WORK	18.50
		INTL CODE COUNCIL	GOV MEMBER DUES-R. WHITE	135.00
		PRECISION AUTO & TIRE SERVICE LLC	NEW BATTERY - BD 2	83.52
			OIL CHG & NEW TIRES-BD 1	701.73
		AMAZON CAPITAL SERVICES INC	REFUND SHIPPING CHARGES	5.99
			PHONE CASE	13.98
			PHONE CASE	26.99
			TOTAL:	973.73
Building Maintenance	General Fund	EZARDS	CABLE TIES	16.99
		GB MAINTENANCE SUPPLY	PAPER TOWELS, PLATES & CUP	103.94
		PRAIRIEFIRE COFFEE & ROASTERS	CH WATER COOLER RENTAL	38.51
			COFFEE	91.80
		CULLIGAN LAKE OF THE OZARKS	SALT	291.06
		AB PEST CONTROL INC	CH PEST CONTROL	125.00
		CROWN LINEN SERVICE INC	CH FLOOR MATS	33.06
		CLIFFORD POWER SYSTEMS	CH GENERATOR MAINTENANCE	832.23
			TOTAL:	1,532.59
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION SUPPLIES	503.56
		ADVANCED TURF SOLUTIONS INC	CONCESSION SUPPLIES	1,793.84
			FIELD MAINTENANCE	58.00
			FIELD MAINTENANCE	328.00
			FIELD MAINTENANCE	98.98
		MEEKS BUILDING CENTER	NAILS	16.39
			NUTS & BOLTS	2.44
		SYSO KANSAS CITY INC	CONCESSION SUPPLIES	781.07
			CONCESSION SUPPLIES	2,090.08
		FORKLIFTS OF CENTRAL MO INC	NEW CYLINDER FOR BOBCAT	1,716.16
		FORESTRY SUPPLIERS INC	TREE WATERING BAGS	208.70
		O'REILLY AUTOMOTIVE STORES INC	WASH BRUSH	14.99
		KANSAS GOLF AND TURF INC	SMITHCO INFIELD MACHINE	920.66
		DAM STEEL SUPPLY	BLEACHER PROJECT	234.40
		CORE & MAIN LP	BACKFLO REPAIR-PEANICK FLD	289.73
		MAGRUDER LIMESTONE CO INC	GRAVEL	221.69
		ALPHAGRAPHS OF OSAGE BEACH	SPONSORSHIP PACKAGE SIGNS	745.31
		CHASE CO INC	TRACKLOADER-BLEACHERS	162.15
		ANCHOR FENCE CORP	SAND VOLLYBALL CHAIN,POST,	3,577.00
		STAPLES BUSINESS ADVANTAGE	TONER, POST ITS, EXPO MARK	78.61
		LEGACY EMBROIDERY INC	LEAGUE CHAMP SHIRTS	93.00
			FIELD EQUIPMENT	167.51
		RHONDA BARKER DBA PROMO 4 U	YOUTH LEAGUE UNIFORMS	1,990.45
			YOUTH LEAGUE SHIRTS & HATS	198.58
		MPR SUPPLY CO	IRRIGATION REPAIRS	111.86
			IRRIGATION REPAIRS	889.20
			TOTAL:	17,292.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT SCREENING	140.00
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE EMPLOYMENT SCREENING	86.00
		STAPLES BUSINESS ADVANTAGE	RETURN TONER	101.49-
		AMAZON CAPITAL SERVICES INC	SIT/STAND DESK	159.81
		PROTECT MY MINISTRY LLC DBA PROTECT YO	LITTLE LEAGUE BACKGROUNDS	158.70
			TOTAL:	443.02
Overhead	General Fund	ELECTRONICS UNLIMITED	TROUBLESHOOT PHONE SYSTEM	70.00
		XEROX CORPORATION	MAY BASE AND PRINT CHARGES	307.58
		PITNEY BOWES GLOBAL	LEASE 3/30/18-6/29/18	403.62
		WILLIAMS KEEPERS LLC	2017 AUDIT BILLING #4	6,175.00
		LOCKTON COMPANIES LLC	NOTARY BOND - M. TAYLOR	40.00
			TOTAL:	6,996.20
Police	General Fund	LEON UNIFORM CO INC	UNIFORMS-S. FORD	157.96
		LAKE CLEANERS INC DBA DAMSEL DRY CLEAN	UNIFORM REPAIR-J. JACKSON	17.00
		DALE A DISTLER DBA	LABOR TO WORK ON CARS 19 &	50.00
		TURN KEY MOBILE INC	DC ADAPTER FOR CHIEFS CAR	170.85
		HEDRICK MOTIV WERKS LLC	BELT,AC,OIL CHG,BRAKE PADS	448.73
		KWIK KAR WASH DETAIL LUBE	CAR WASH PD-22	10.00
		STAPLES BUSINESS ADVANTAGE	ENVELOPES, PENS, ADDRESS L	25.96
			1" BINDER	5.26
		AMAZON CAPITAL SERVICES INC	STRANGER SAFETY BOOK	12.93
			TOTAL:	898.69
911 Center	General Fund	WIRELESS USA INC	JUNE SERVICE CONTRACT	225.00
			TOTAL:	225.00
Information Technology	General Fund	MO VOCATIONAL ENTERPRISES TYLER TECHNOLOGIES INC	BUSINESS CARDS - K. ATKINS	16.00
			EXECUTIME FEES 5/2018-4/20	8,235.00
			TOTAL:	8,251.00
Emergency Management	General Fund	LAKE SUN LEADER 645	STORM AWARE	200.00
			TOTAL:	200.00
Economic Development	General Fund	LAKE SUN LEADER 645	NUTS & BOLTS	307.50
			GRADUATION AD	50.00
			VACATION NEWS	150.00
			CAMDEN COUNTY ROAD & BRIDGE	542.50
			LAKE ARTS COUNCIL	2,000.00
			TOTAL:	3,050.00
Transportation	Transportation	SCHEPPERS INTERNATIONAL TRUCK CENTER I	REPAIR TRUCK 66	934.87
			REPAIR TRUCK 66	123.63
			BASE & EXCESS PRINT CHRGS	51.36
			CONCRETE FOR SIGNS	59.85
			GLOVES & FOLDING KNIFE	23.76
			TRANS DEPT UNIFORMS	50.12
			TRANS DEPT FLOOR MATS	9.26
			TRANS DEPT UNIFORMS	50.12
			TRANS DEPT FLOOR MATS	9.26
			PAPER TOWELS	9.14
			HOSPITAL SIGNS & REVERSE A	121.40
			SUN SCREEN & BUG SPRAY	54.45
			FUEL CAP	12.49
			FUEL HOSE - TRUCK 69	0.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				15
			OIL CHG PARTS - TRUCKS 59,	91.01
			IGNITION COIL	28.64
			DISC PADS-TRK 69	81.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	35.25
			PW WATER COOLER RENTAL	35.00
		SASCO PAVEMENT COATINGS INC	GLASS BEADS	980.00
		CROWN POWER & EQUIPMENT	BELT FOR FINISH MOWER	73.51
			GATOR LINE FOR MOWING & WE	36.99
		SHERWIN-WILLIAMS	PAINT	40.95
		PRECISION AUTO & TIRE SERVICE LLC	REPAIR AC - TRUCK 69	208.60
		VANCE BROTHERS, INC	OB PKWY WEST MICRO SURFACI	366,529.15
			OB PKWY WEST MICRO SURFACI	78,628.25
			SLURRY SEAL 2018	149,979.50
		KEY EQUIPMENT & SUPPLY CO	SB SAVER SET 4 SEG-P	542.67
		S & W PROPANE INC	PW TORCH	16.00
		STAPLES BUSINESS ADVANTAGE	PENS,PAPER,FOLDERS,ENVELOP	57.05
			NOTEBOOK	6.69
		DREDGING INC DBA SCOTTS CONCRETE	MARCH YARDAGE DISCOUNT	20.00-
			LRG STEEL BLOCKS FOR SHOP	294.00
		REINHOLD ELECTRIC INC	TRAFFIC SIGNAL YEARLY MAIN	1,455.00
		CAPITAL PAVING & CONSTRUCTION LLC	PREWITT OVERLAY FINAL	152,174.71
		CAMDEN COUNTY ROAD & BRIDGE	SEASONS RD-ASPHALT,EQUIP,L	114,533.65
		J & A TRAFFIC PRODUCTS LLC	ALUMINUM SIGNS	471.00
			TELESPAR ANCHOR	241.80
		AMAZON CAPITAL SERVICES INC	VERMEER POWER DRIVE BELT	40.52
			TOTAL:	868,072.57
Water	Water Fund	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	51.36
		FASTENAL CO	VICE GRIP,5/8 USS, HCS 5/8	28.66
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	35.80
			WATER DEPT FLOOR MATS	9.26
			WATER DEPT UNIFORMS	35.80
			WATER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.14
		HACH CO	FLUORIDE	916.71
		MO ONE CALL SYSTEM INC	LOCATES	93.60
		NORTHERN SAFETY CO INC	SUN SCREEN & BUG SPRAY	54.45
		POSTMASTER	POSTAGE FOR JUNE UTILITY B	425.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	35.25
		CORE & MAIN LP	#15 GLAND	160.00
			MULTI WRENCH	28.55
			1" CPLG,CHLORINE	220.86
			CTS TUBING	43.00
			FLUSHING ADAPTORS - MACE R	107.76
			FLUSHING ADAPTORS - MACE R	110.17
		MAGRUDER LIMESTONE CO INC	GRAVEL	607.92
			GRAVEL- MACE RD	539.66
		STAPLES BUSINESS ADVANTAGE	PENS,PAPER,FOLDERS,ENVELOP	57.04
		LO ENVIRONMENTAL LLC	WATER SAMPLES	50.00
		SES INFRASTRUCTURE SERVICES LLC	WATER TOWER IMPROVEMENTS P	2,959.00
			TOTAL:	6,588.25
Sewer	Sewer Fund	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	51.36
		FASTENAL CO	REPLACEMENT DRILL BIT	24.55
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	52.75
			SEWER DEPT FLOOR MATS	9.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEWER DEPT UNIFORMS	52.75
			SEWER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.13
		MO ONE CALL SYSTEM INC	LOCATES	93.60
		SCHULTE SUPPLY INC	MANHOLE & LOCKING KIT	159.85
		TALLMAN COMPANY	PARTS FOR WALKER CAY	29.84
		MUNICIPAL EQUIPMENT CO	NEW PUMPS & PANEL - KK 6-1	56,998.00
		NORTHERN SAFETY CO INC	SUN SCREEN & BUG SPRAY	54.44
		POSTMASTER	POSTAGE FOR JUNE UTILITY B	425.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	35.25
		LOYD'S ELECTRIC SUPPLY INC	SOFT START FOR KK-114	1,896.00
		CWD SUPPLY	EYE BOLT FOR ODOR CONTROL	4.70
		LAKE WINLECTRIC CO	HYD KO PUNCH DRIVER	915.00
		CORE & MAIN LP	GLOVES	96.96
		STAPLES BUSINESS ADVANTAGE	PENS, PAPER, FOLDERS, ENVELOP	57.04
		LO ENVIRONMENTAL LLC	WATER SAMPLES	75.00
		CLIFFORD POWER SYSTEMS	SEMI ANNUAL MAINT-KK4-9	956.22
			REPLACE HEATER HOSES-29-5	346.52
			REPAIR BATTERY CHRGR-29-5	232.17
			TOTAL:	62,584.65
Ambulance	Ambulance Fund	LAKE SUN LEADER 81525 & 1586450	BID-COLLECTION SERVICES	63.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,161.07
			TOTAL:	1,224.07
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF JET FUEL	20,818.87
			LCF JET FUEL	20,293.40
			LCF EQUIP CHRGR & SATELLITE	46.00
			LCF JET FUEL	20,275.95
		DULLE OVERHEAD DOORS INC	REPAIR FIRE DOOR AT LCF	200.00
		WSI CORPORATION	WSI PILOTBRIEF 6/2018-5/20	2,148.00
		SIGNATURE SIGNS LLC	SIGNS FOR LCF AIRPORT	24.00
		O'REILLY AUTOMOTIVE STORES INC	BELT, NUTS & BOLTS-GRASSHO	22.60
		CRAWFORD, MURPHY & TILLY INC	LCF TAXIWAY PROJ 2 - 3/31-	22,238.83
		MESSICK FARM EQUIPMENT INC DBA MESSICK	FRONT LINKAGE	113.32
		ROBERT F ROTH JR DBA ROTH CO	REPAIR GOLF CART	170.00
			TOTAL:	86,350.97
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRGR & SATELLITE	46.00
		CRAWFORD, MURPHY & TILLY INC	GG AP PAVEMENT MAINT 2/1-4	3,690.64
		MESSICK FARM EQUIPMENT INC DBA MESSICK	PULLEY	41.83
		SW FITZGERALD INC DBA OUTDOOR SUN SOLU	RESEW AND HANG AWNING AT G	266.36
			TOTAL:	4,044.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		39,982.98
20		Transportation		868,072.57
30		Water Fund		6,588.25
35		Sewer Fund		62,584.65
40		Ambulance Fund		1,224.07
45		Lee C. Fine Airport Fund		86,350.97
47		Grand Glaize Airport Fund		4,044.83

GRAND TOTAL:				1,068,848.32

TOTAL PAGES: 5

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 06/21/18Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 06/08/18**Agenda Item Title:**

Bill 18.31 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds for Advertising to Support the Benne Media Aquapalooza 2018 Event Support Request.

Presented by: *(Name/Title)* Jeana Woods, City Administrator**Requested Action:**
☐
☐
☒
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # 18.31

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

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

Per Section 110.300, Board approval required by ordinance for the distribution of funds from the Community Promotions - Community Event Support account.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: 10-21-754250 Community Promotions

FY <u>18</u> Budgeted Amount:	\$ <u>65,000.00</u>
Expenditures to Date <u>05/18/18</u> :	(\$ <u>10,863.00</u>)
Available:	\$ <u>54,137.00</u>
Requested Amount:	\$ <u>2,000.00</u>

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.31, Request For Event Support Application

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

Benne Media has requested \$2,000 for the annual Aquapalooza to be held July 21, 2018 in Osage Beach. We have supported this event in the past through this event support program. The event support program budget for 2018 is \$10,000, budgeted within line item within 10-21-754250 Community Promotions. This is the first request for 2018.

The first reading was read and passed by the Board of Aldermen on June 7, 2018.

Per City Code 110.230, Bill 18-31 is in correct form as per City Attorney.

BILL NO. 18-31

ORDINANCE NO. 18.31

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ADVERTISING TO SUPPORT THE BENNE MEDIA AQUAPALOOZA 2018 EVENT SUPPORT REQUEST

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

Section 1. That the expenditure of funds for advertising in an amount of two thousand dollars (\$2,000.00) is hereby authorized for the Benne Media Aquapalooza to be held on July 21, 2018.

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

Section 3. Severability

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

Section 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: June 7, 2018 READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.31 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:

Bill No. 18-31
Page 2

Ordinance No. 18.31

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.31.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: \$2000 Date of Request: 5/15/18

Organization Information:

Organization Name: Benne Media
Address: 160 Highway 42 - Kaiser, MO. 65047
Phone # 573-348-1958 Fax # 573-348-1923
Contact Name: Greg Sullens
Phone # (cell) 573-280-1154 (Other) _____

Is the organization a not-for-profit? ☐ YES ☒ NO

If yes, is it a registered 501(c)3 or other designation? ☐ YES ☐ NO (If yes, attach IRS classification)

If yes, is the organization a local not-for-profit or national not-for-profit organization? _____

Your organization's activities focus on: (check all that apply)

- ☒ Families and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☒ Tourism
- ☒ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☐ Other: _____

Event Information:

Event Name: Aquapalooza
Event Dates: July 21st
Event Location: 19 Mile Marker - Dog Days
Description of event: Boating - Rafting - Free Music Concert

How will the proceeds of this event be used? Pay For Bands - Staging - Insurance - Marketing

How will the City be recognized through this event? Print - Radio - On Stage Website

Is the event open to the public? ☒ YES ☐ NO If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: _____

Total budget for the event: \$40,890

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? Radio Station absorb

How many years has this event been held? 11 years

Estimated attendance this year? 12,000 Last year's attendance, if applicable? 10 to 12,000

Applicant:

Application Completed By: Greg Sullens G.S.M. Benne Media

Contact Phone/Cell: 573-348-1958

Greg Sullens G.S.M. 5/15/18

Signature

Print Name

Title

Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

Internal Use

Date Application Received: _____ By: _____

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

AQUAPALOOZA LAKE OF THE OZARKS
2018 BUDGETED EXPENSES

ENTERTAINMENT EXPENSE:

Stage	\$13,092.47
Bands	\$8,300.00
Production	\$1,000.00
Band Travel, Lodging	\$698.45

STAGE, PRODUCTION, BANDS

\$23,090.92

ADVERTISING EXPENSE:

(Provided/Managed By)

Print	\$5,000.00	LO Profile/Lake Media One
Direct Mail	\$3,000.00	Marine Dealers
Web Advertising	\$3,000.00	TCLA
Radio	\$23,000.00	Benne Media
Television	\$4,000.00	KRCG TV13
Billboards	\$2,000.00	Lamar Outdoor
Email	\$0.00	
Social Media (Facebook/Twitter)	\$0.00	\$40,000.00

INSURANCE

\$2,400.00

Printing Aquapalooza guide

\$3,900.00

ADVERTISING

FACEBOOK PROMOTION / GIVEAWAYS

SOUVENIR GIVEAWAYS

Beach Balls/Can w

\$3,000.00 A-Speicality

\$3,000.00

PHOTOGRAPHY

SIGNAGE

TOTAL EXPENSES

\$72,390.92

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 06/21/18

Originator: *(Name/Title)* Karri Bell, City Treasurer

Date Submitted: 06/12/18

Agenda Item Title:

Presentation of the City's 2017 Comprehensive Annual Financial Statement

Presented by: *(Name/Title)* Heidi Chick, Williams Keepers, CPA's

Requested Action:

- ☐ Motion to Approve
- ☐ First Reading of Bill # _____
- ☐ Second Reading of Bill # _____
- ☐ Resolution # _____

- ☐ Proclamation
- ☐ Public Hearing
- ☒ Other (Describe)

Presentation

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

N/A

Deadline for Action: YES ☐ NO ☐

If yes, explain:

N/A

Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Auditors Communication Letter

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A

CITY OF OSAGE BEACH, MISSOURI
COMMUNICATION TO THE HONORABLE MAYOR
AND BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
DECEMBER 31, 2017



2005 West Broadway, Suite 100, Columbia, MO 65203

OFFICE (573) 442-6171 FAX (573) 777-7800

3220 West Edgewood, Suite E, Jefferson City, MO 65109

OFFICE (573) 635-6196 FAX (573) 644-7240

www.williamskeepers.com

May 17, 2018

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

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of City of Osage Beach (the City) for the year ended December 31, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 9, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated January 9, 2018, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

U.S. generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, budgetary comparisons and schedule of funding progress, which supplement the basic financial statements, was to apply certain limited procedures in accordance with U.S. generally accepted auditing standards. However, the RSI was not audited and, because the limited procedures did not provide us with sufficient evidence to express an opinion or provide any assurance, we do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information was not audited and we do not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involved judgment about the number of transactions examined and the areas tested.

Our audit included obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the City.

We performed our audit according to the planned scope and timing previously communicated to you in our meeting about planning matters during December 2017.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2017. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

For the year ending December 31, 2018, the City will be required to implement GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows and inflows of resources, and expenses/expenditures. This Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. In general, this Statement will require the City to record and report the net OPEB liability, along with deferred outflows of resources, deferred inflows of resources, and expenses/expenditures. It also requires significant changes to the footnote disclosures and required supplementary information.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant estimates are the City's estimate of useful lives of property, equipment, and infrastructure; fair value of contributions and investments; post-retirement obligations; and the allowance for uncollectible receivable balances. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were capital assets, debt and commitments and contingencies.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We proposed adjustments during the audit to correct out of balance funds and correct transfers and depreciation. Management accepted the proposed adjustment, which is included in the City's fund financial statements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 17, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We have been advised that the audited financial statements will be reproduced in the City's Comprehensive Annual Financial Report (CAFR). Our responsibility for the other information in the CAFR does not extend beyond the financial information identified in the report, and, as auditors, we do not have an obligation to perform any procedures to corroborate other information contained in the CAFR.

We applied certain limited procedures to the management's discussion and analysis (MD&A), the budgetary comparison schedules, and the Schedule of Funding Progress, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with

management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Mayor, City Council and management of the City of Osage Beach and is not intended to be and should not be used by anyone other than these specified parties.

We thank the City's management and staff for their assistance during the course of our audit.

Very truly yours,

Williams Keepers LLC

Williams-Keepers, LLC

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 06/21/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 06/11/18**Agenda Item Title:**

Bill 18-33 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to execute Engineering Contract OB18-011 with HR Green, Inc. for the Osage Beach Parkway Sidewalks Phase 5.

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

Motion to Approve

☒First Reading of Bill # 18-33☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

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

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

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: 20-00-773100 EngineeringFY 18 Budgeted Amount: \$ 330,000.00Expenditures to Date 05/30/18: (\$ 35,753.32)Available: \$ 294,246.68Requested Amount: \$ 82,978.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-33; Exhibit 'A' Agreement; Exhibit 'L' Fee Estimate; Contract

Department Comments and Recommendation:

This project is to design sidewalks from Barry Prewitt Intersection to a location across the bridge over Rte. 54 near Mace Road. This project is for design only. MoDOT will be having a call from projects this fall for grant funds for sidewalk projects. This project would qualify if the Board of Aldermen would like to proceed in that direction.

HR Green was selected as most qualified firm for this project. There were four firms that submitted on this project.

This design will have three concepts that the Board and Public can review. These concepts will include different ideas on crossing the bridge. The costs associated with each option will be available. This project could have some astetic improvements to the existing bridge if you would like. The bridge is MoDOT's so we will have to get MoDOT's approval on any option.

The negotiated price for this work is \$82,978.00. We budgeted \$80,000 for this work. The Osage Beach Special Road District is contributing \$40,000 for this project. The additional funds can come from the Engineering Line item. Mace Road was under budget by \$12,000.

We have done work with HR Green in the past with good results and recommend approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-33 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

BILL NO. 18-33

ORDINANCE NO. 18.33

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ENGINEERING CONTRACT AEOB18-011 WITH HR GREEN INC., FOR THE OSAGE BEACH PARKWAY SIDEWALKS PHASE 5.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with HR Green Inc. fundamentally and substantially the same as under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed eighty-two thousand nine hundred seventy-eight dollars (\$82,978.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.33 was duly passed on _____, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.33.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE I – SCOPE OF SERVICES

Whenever the phrases or words “CITY” or “City of Osage Beach” appear in this document, both the word and the phrase shall be construed signifying the “City of Osage Beach” acting through the Board of Aldermen and in conjunction and working with the City Engineer / Director of Public Works. This applies mainly to deliverables and review times as specified within.

HR Green will complete infrastructure and pedestrian improvements within the limits defined in the attached exhibit. More specifically, the following better describe the areas of interest:

1. HR Green will design improvements at the intersection of Osage Beach Parkway and Barry Prewitt Memorial Parkway. Generally, depending on the subsurface and pavement conditions obtained through the geotechnical investigations, a determination will be made as to whether this intersection project will be a mill and fill project or a complete reconstruction project.
2. HR Green will design a new ADA-compliant sidewalk along the north/east side of Barry Prewitt Memorial Drive / Route D from the aforementioned intersection to Meadow Lane. A retaining wall will be necessary on the north side of Barry Prewitt Memorial Parkway across from Columbia Blvd. to avoid existing utilities in place and without requiring them to relocate.

In order to achieve the above project goals and objective, the CONSULTANT will provide:

I. PROJECT MANAGEMENT

- a. Periodic Client Progress Meetings will be anticipated for the approximate duration of the project (total of 2 meetings anticipated). It is anticipated that all meetings will be held at the CITY offices. Progress meetings will be scheduled for 2 hours in duration to allow for travel and meeting minutes will be prepared and distributed to all attendees.
- b. Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last approximately one hour and will be held via conference call or Web-Ex. When applicable, meeting minutes will be prepared and shared with the CITY. Four (4) meetings are assumed for this task.
- c. Invoices and progress reports will be prepared monthly for the duration of the project (assume 14 months). The invoices will be prepared by the CONSULTANT in accordance with the standard Consultant Invoice from its accounting software. Subconsultants will prepare individual invoices for their work and submit the invoices to HR Green, who will summarize all the invoices into one comprehensive invoice.
- d. Subconsultant Services: Subconsultants will be used for specific parts of the contract where CONSULTANT does not have the ability to complete the work or where niche expertise is warranted. For this project, topographic and Right of Way surveys will be subconsulted. The subconsultant scope of service is provided along with a breakdown of fees, but for ease of understanding, the corresponding Subconsultant line items in the fee estimate are entered only as a single direct cost. CONSULTANT has hours shown in the fee estimate to coordinate with the Subconsultant with respect to scope, schedule and budget, as well as to process invoices.
- e. Quality Control Plan – CONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:

- 1) Preliminary Plans
- 2) Final PS&E

II. CONCEPTUAL DESIGN

- a. Project Coordination Kick-off Meeting – The CONSULTANT will hold a meeting with key agency stakeholders to explain the project, identify points of contact for each agency and identify key issues/concerns. Agency stakeholders will include: CITY, MoDOT, and others.
- b. Generate Conceptual Design Alternatives – The CONSULTANT will develop the following alternatives added to the existing Osage Beach Parkway bridge for pedestrian safety. The alternatives will be provided to the CITY for review and comment. The preferred alternative will be provided to MoDOT for review their approval.
 - 1) three (3) alternatives for pedestrian accommodations across the existing Osage Beach parkway bridge;
 - 2) three (3) options for aesthetic railing for the bridge (including treatments to the exterior and interior barriers if applicable);
 - 3) three (3) options for lighting (including both lighting of the interior and exterior of the bridge)
- c. Conceptual Alternative Memorandum – The CONSULTANT will provide graphical representations of each option in plan or profile view, and will provide a corresponding typical section for those options varying the existing layout. Preliminary design calculations will be performed in an attempt to identify and eliminate any unfeasible options. From these layouts and concepts, order of magnitude cost opinions will be developed and delivered in a Conceptual Alternatives Memorandum. This memo will explain the design alternatives and associated benefits and potential drawbacks of each alternative, along with HR Green's recommendation, to help the CITY proceed.
- d. Photo Rendering – The CONSULTANT will create a 3D model of the bridge using a number of various modeling computer programs. The model will be able to be viewed and rotated within a free viewer. The model will include the alternatives, finishes and colors and provide a realistic rendering of the proposed bridge with up to three (3) concepts included.
- e. Alternatives Selection – The CITY, with help from the CONSULTANT as requested, will select its preferred concept to move forward into Preliminary and Final design. It is assumed that the CONSULTANT will attend one (1) meeting to explain and present their findings to the CITY's Board of Alderman or designated committee. The CONSULTANT staff shall facilitate the meeting and explain the developed concepts and opinions of cost.

III. PRELIMINARY DESIGN

Based on preliminary discussions with the CITY, the CONSULTANT will provide Preliminary Plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:

- a. Field Checks – The CONSULTANT will independently conduct a field check of the Topographic Survey or its component parts, as CONSULTANT deems necessary, to ensure all necessary aspects of the project are shown on the plans.
- b. Cover sheet with legend, sheet index, locator map, and abbreviations.
- c. Proposed typical sections.
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
- e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
 - 1) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
 - 2) The location of all utilities, and book and page if the easement is on private property, based on available information.
 - 3) Potential aesthetic designs affecting the proposed sidewalk crossing of the Osage Beach Parkway bridge will be shown in plan view only at this time.

- f. Cross sections for mainline roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will also be shown at the preliminary plan stage.
- g. No analysis of stormwater drainage impacts will be completed for the project. It is assumed that the sidewalk design will allow original drainage characteristics and patterns to remain intact. Any drainage design required for this project will be considered extra work outside the scope of services, and will require a supplemental agreement to complete
- h. Prepare Engineer's Estimate of Probable Cost (EEOPC) – the CONSULTANT will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing recent bids in Osage Beach and the surrounding areas.
- i. Utility Coordination – CONSULTANT will coordinate utility company activities for the project. The CONSULTANT will attend one (1) Utility Coordination Meeting after the preliminary design submittal has occurred to discuss existing facilities, their avoidance by the CONSULTANT during on-going design, and possible relocation corridors for impacted facilities. The understanding is that the CONSULTANT will facilitate and run this meeting.
 - 1) For this Utility Coordination Meeting, the CONSULTANT will provide a preliminary plan submittal to utility providers, including an electronic (PDF) set of plans with the following sheets, if applicable: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, CAD copies of the plans can be made available to the utilities for their use.

IV. FINAL DESIGN

The Final Plans, Specifications, and Estimate (PS&E) submittal in accordance with the following information:

- a. Cover sheet with legend, sheet index, locator map, and abbreviations.
- b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided)
- c. Proposed typical sections
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
- e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically for mainline and intersection streets.
- f. Individual curb ramp design details will provided as needed at a 1" equals 5' scale. Curb ramp details will include items such as landing locations, ramp locations, truncated dome locations, elevations necessary to provide ADA compliance, and design information (N, E, ELEV) at key locations to provide the contractor necessary assurance that compliance is achievable.
- g. Bridge Design Tasks
 - 1) Structural Design Calculations – The CONSULTANT will perform calculations to show that connecting railing to the top of the existing barrier(s) does not result in any structural insufficiencies. Additionally, calculations will be performed to determine if the existing prestressed concrete girders and reinforced concrete deck can accommodate the additional weight of either a raised sidewalk or separation barrier between the sidewalk and traffic lanes. Design shall be in accordance with the AASHTO LRFD Bridge Design Specifications, current edition at the time the design contract is executed, plus current interim specifications. The live load for the bridge will be determined in concert with MoDOT during the design process.
 - 2) Structural Details – Structural detail sheets will be prepared for the railing to be added to the existing barrier(s) showing material types, member shapes, sizes, welds, and baseplate connection details. Reinforcing details for the raised sidewalk or separation barrier will also be developed, along with joint details and their anchorage to the existing bridge deck.
 - 3) MoDOT Coordination – Coordination with the Bridge office will be required for any structural modifications made to the bridge. Time to communicate, make submittals, revise the plans based on review comments, and make another submittal is being accounted for. Two (2) submittals are expected.

- h. Striping and Signage plans necessary to remove the two way left turn lane (TWLTL) over the existing bridge will be shown on sheets drawn at a scale of 1" equal to 20'.
- i. Guardrail Detail sheets will be provided to transition between existing bridge barrier railing and new guardrail components.
- j. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally, and will include specific locations for silt fence, waddles, ditch checks, rock dams, and other erosion control measures.
- k. Temporary Traffic Control will be shown on a singular Traffic Control Detail sheet since the project will likely entail a roving construction zone. Temporary Traffic Control Plans will show required lane drops, detours, required detour signage, etc. as necessary to meet the requirements of both MoDOT and the Manual on Uniform Traffic Control Devices (MUTCD).
- l. Prepare EEOPC – CONSULTANT will, based on the Final Design Plans, will complete an EEOPC (including right of way and utility costs within the estimate).

In addition to the specific PS&E requirements, the following items and assumptions are also included in this phase of work:

- m. Utility Coordination – The CITY will coordinate utility company activities for any adjustments required to be included in the final design plans. The CONSULTANT will make a Final PS&E (PDF) submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
 - 1) The CITY will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
 - 2) The CONSULTANT will attend one (1) Utility Coordination Meeting in conjunction with the Final Design Plans.
- n. The CONSULTANT shall prepare all necessary Project Bidding documents for review and approval by the CITY. The CITY will provide samples of the front-end Contractual documents and the CONSULTANT shall advise the CITY of any needed changes to these documents to meet correlate with JSPs.

V. BIDDING SERVICES / CONSTRUCTION SERVICES

Bidding Services for this project will include:

- a. The CONSULTANT will assemble the bidding packages for the project, and combine all required bidding information into a Bid Proposal. The CONSULTANT will provide twenty (20) half size copies of the plans and twenty (20) bound copies of the Project bidding documents to the City for use in bidding.
- b. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
- c. Attendance at the bid opening and pre-construction meeting
- d. Shop drawing review for various items as required in the contract.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials to assemble the following submittals:

- 1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
- 2. Conceptual Plans
 - 1) One (1) PDF of the Technical Memorandum discussing options for pedestrian elements across the existing Osage Beach Parkway bridge, as well as lighting and railing options. Included will also be conceptual drawings and cost comparisons.
- 3. Preliminary Plans
 - 1) One (1) PDF set of Initial Preliminary Plans for review by the CITY
 - 2) One (1) ½-size set of Preliminary Plans to the CITY for their records and a PDF set to the utility companies as the deliverable.
- 4. Final PS&E
 - 1) One (1) PDF set of Construction Plans for preliminary review by the CITY
 - 2) One (1) PDF set of Final Plans to the CITY and the utility companies as the deliverable. In addition, one (1) electronic set of the Project Bidding Documents will be submitted to the CITY for preliminary review.

- 3) One (1) PDF set of Final Plans to the CITY as the secondary final deliverable. In addition, one (1) electronic set of Project Bidding Documents will be submitted to the CITY for final approval. In addition, twenty (20) hard copies of the Construction Plans and Bidding Documents will be printed and delivered to the CITY for bidding.
- 4) One (1) Compact Disk (CD) containing an electronic copy of the Plans in AutoCAD format and including one (1) copy of the Bidding Documents in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

VII. ASSUMPTIONS / EXCLUSIONS TO THIS PROPOSAL

- a. Right of Way surveys or Basemapping outside of the existing Osage Beach Parkway right of way. It is assumed that all design and construction will stay within current ROW limits.
- b. Lighting design plans are excluded because of the various options and differences in how the CITY may proceed. Lighting design will be handled with supplemental agreement if selected.
- c. Widening the bridge deck or any design plans required to do so are excluded from this scope. Scope refers to only options that modify the existing bridge deck at its current width.
- d. A standalone pedestrian structure is not being considered as a viable option for cost, and is therefore excluded from the conceptual alternatives phase.
- e. Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal. Traffic signal interconnect work is also excluded from this proposal.
- f. Right of way design or acquisition services
- g. Wetland Mitigation / Soil Mitigation Plan.
- h. Archeological / Historical / Cultural Exploration
- i. Full size plans or mylars at final submission.
- j. Construction Phase services except as specifically described elsewhere in this document.
- k. Any fees required for approvals or permits.
- l. Retaining Wall design (including plan or elevation layouts or modular / cast in place structural designs)
- m. Any work related to condemnation of specific parcels, including exhibits.
- n. GIS-related work or conversion of project construction documents thereto.
- o. FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).

PROJECT: OSAGE BEACH PARKWAY - PHASE 5 SIDEWALKS
PROJ. NO.: 180680
CLIENT: City of Osage Beach, Missouri
CLIENT PM: Nicholas Edelman, PE - Public Works Director / City Engineer
CONSULTANT PM: Jason Dohrmann, PE

EXHIBIT "L"

Stripmap Mounting
Mileage to City Hall
Car Rental

Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task SubTotal	Total Expenses	TOTAL HOURS Task Total	HR GREEN, INC.							EXPENSES					
					3	102	65	306	225	40	25	Car Rental		Copies		Other Direct (Printing, Mounting, etc.)	Subcontractors
					PRIN.	PROJ. MNGR.	BRIDGE PROF.	PROF	JR PROF	JR PROF	ADMIN. ASST.						
						JSD	KB / CH	AS / EM	NE / EN	SD	BL	Unit	Total	Number	Unit Price	Total	Total
	TOTAL HOURS			460													
	COST PER HOUR / UNIT (Direct Labor Rate)				225	202	184	132	116	102	72	75.00					
	TOTAL LABOR COST				675	20604	11960	40392	26100	4080	1800	8	750.00				16,259.33
	PERCENTAGE OF PROJECT HOURS				0.7%	22.2%	14.1%	66.5%	48.9%	8.7%	5.4%						
i	PROJECT MANAGEMENT																
a	External client progress meetings - <u>2</u> meetings assumed	1,272.00	150.00	1,422.00		4			4			2	150.00			-	
b	Internal team progress meetings - <u>4</u> meetings assumed	1,640.00	-	1,640.00		4	2		4				-			-	
c	Invoices and progress reports (assume <u>14</u> months)	1,918.00	-	1,918.00		7					7		-			-	
d	Subcontractor Services - Engineering Surveys and Services (topo)	404.00	16,259.33	16,663.33		2							-			-	16,259.33
e.1	QA/QC Preliminary Plan Submittal	1,033.00	-	1,033.00	1	4							-			-	
e.2	QA/QC Final PS&E Plan Submittals	1,841.00	-	1,841.00	1	8							-			-	
II	CONCEPTUAL DESIGN																
a	Project Kickoff Meeting	772.00	75.00	847.00		2	2	2				1	75.00			-	
b	Generate Conceptual Design Alternatives	2,280.00	-	2,280.00		4	8	40					-			-	
c	Conceptual Alternatives Memo	4,560.00	-	4,560.00		8	16						-			-	
d	Photo Renderings	5,696.00	-	5,696.00		8		8		40			-			-	
e	Alternatives Selection Process	1,544.00	75.00	1,619.00		4	4	4				1	75.00			-	
		-	-	-									-			-	
III	PRELIMINARY DESIGN																
a	Field check of topo survey and address any issues (incl. add'l survey)	1,616.00	75.00	1,691.00		8						1	75.00			-	
b	Prepare cover sheet (1 sheet)	116.00	-	116.00				1	1				-			-	
c	Prepare typical sections (2 sheets)	832.00	-	832.00			2	2	4				-			-	
d	Prepare control pt, benchmarks, and geom. sheet (1 sheet)	232.00	-	232.00				1	2				-			-	
e	Prepare plan/profile sheets (4 sheets)	4,520.00	-	4,520.00		4		16	32				-			-	
g	Prepare cross sections for mainline (8 sheets)	928.00	-	928.00				8	8				-			-	
i	Engineers Estimate of Probable Construction Cost - Prelim. Plans	850.00	-	850.00		1	1	4	4				-			-	
j	Attend Preliminary Design utility coordination meeting and prepare minutes	1,184.00	75.00	1,259.00		4		8	2		2	1	75.00			-	
		-	-	-									-			-	
IV	FINAL DESIGN																
a	Modify cover sheet (1 sheet)	116.00	-	116.00					1				-			-	
b	Tabulate quantities and prepare 2A and 2B sheets (3 sheets)	4,580.00	-	4,580.00		2		8	36				-			-	
c	Modify typical sections (2 sheets)	232.00	-	232.00				4	2				-			-	
d	Modify control pt, benchmarks, and geom. sheet (1 sheet)	434.00	-	434.00		1		8	2				-			-	
e	Modify plan/profile sheets (4 sheets)	3,188.00	-	3,188.00		2		8	24				-			-	
f	Prepare individual curb ramp detail sheets (2 sheets)	4,520.00	-	4,520.00		4		8	32				-			-	
g	Structural Design Calculations	1,472.00	-	1,472.00				24					-			-	
h	Prepare Structural Details	2,208.00	-	2,208.00			12	48					-			-	
h	MoDOT Bridge Office Coordination and submittals	1,140.00	-	1,140.00		2	4	16					-			-	
i	Prepare striping and signage plans (2 sheets)	666.00	-	666.00		1		16	4				-			-	
j	Prepare guardrail details sheets (2 sheets)	2,260.00	-	2,260.00		2		8	16				-			-	
k	Prepare erosion control sheet (2 sheets)	666.00	-	666.00		1		12	4				-			-	
l	Prepare Temporary TCP / Staging sheets (1 sheet)	3,914.00	-	3,914.00		1		8	32				-			-	
m	Update EEOPC for final quantities / cost indexing	116.00	-	116.00				2	1				-			-	
n	Attend final utility coordination meeting and prepare minutes	952.00	75.00	1,027.00		4					2	1	75.00			-	
o	Prepare Bidding Documents and other required paperwork	801.00	-	801.00	1			40			8		-			-	
		-	-	-									-			-	
V	BIDDING SERVICES / CONSTRUCTION SERVICES																
a	Assemble Bidding Documents and plans for distribution	924.00	825.00	1,749.00		2			2		4	1	75.00			750.00	
b	Issuing written clarifications to requests for information during bidding phase	512.00	-	512.00			2	2			2		-			-	
c	Attend bid opening and preconstruction conference	1,616.00	150.00	1,766.00		8						2	150.00			-	
d	Perform shop drawing reviews	1,664.00	-	1,664.00			4		8				-			-	
		-	-	-													

TOTAL \$82,978

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between the City of Osage Beach Missouri hereinafter referred to as “City” and HR Green Inc., hereinafter referred to as “Engineer.”

WITNESSETH:

WHEREAS, City requires the services of Engineer in connection with the following improvement: Osage Beach Parkway Phase 5; and,

WHEREAS, City desires to enter into an Agreement with Engineer to perform Consulting services as aforementioned; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the City that this Agreement has been approved, will furnish the necessary engineering and related services as stipulated in the attached proposal from the Engineer in Exhibit A, attached, dated _____, 20____, page 1 through page 5.

ARTICLE II - ADDITIONAL SERVICES:

The City reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, a Supplement to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefor. Any change in compensation will be covered in the Supplement.

ARTICLE III - SCOPE OF SERVICES TO BE PROVIDED BY THE CITY:

The City agrees to furnish information and have work done without cost to the Engineer as follows:

1. Make available to the Engineer existing records, maps, plans, and other data possessed by City when such are necessary, advisable or helpful to the Engineer in the completion of his work under this Agreement. The City shall furnish a copy of property ownership information from City tax records.

2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
3. Provide Standard City forms and/or standard plans as required including contractual sections for bid document.
4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the City throughout completion of the services covered by this Agreement.
6. Examine all studies and drafts developed by the Engineer, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Engineer.

ARTICLE IV - PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the City. The service duration is assumed to be 9 months, unless terminated sooner.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the City. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the City. (Assume three (3) weeks review time for City on each submittal).

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX – STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the two year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standard, Engineer shall re-perform, at no additional cost to the City, such Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable solely to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by the City or third parties retained by the City.

ARTICLE X – INDEMNIFICATION

Engineer shall indemnify and hold the City harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence or willful misconduct of Engineer.

ARTICLE XI – INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Engineer's employees who are engaged in the Services, with Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Professional Liability insurance with limits of \$2,000,000 in the aggregate for professional liability arising out of the performance of this Agreement.

Engineer agrees to provide the City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the City. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE IX - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.
The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the City shall have access to the records for inspection, during regular working hours at the Engineer's place of business.
2. Conferences, Visits to Site, Inspection of Work.

A representative of the City shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the City or the Engineer.

3. Accuracy of Work. Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the City will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings, as may be requested by the City; furnishing plans and other data as may be requested from time to time by the City, and compliance with all directives issued by the City.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the City upon request. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use.
6. Termination. Engineer or the City may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which City or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other City materials must be delivered and returned by the Engineer to the City within 15 calendar days of the demand of the City.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the City, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The City and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this

Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

8. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the City, State, and Federal laws which in any way limit control or apply to the Engineer's services or actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the City against any claims or liability arising from or based on any violations of the same.

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), . In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the City. The Engineer shall be subject to the direction of the City only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State,

- and City withholding taxes and all other taxes, and operate its business independent of the business of the City except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
 13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.
 14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
 15. Decisions Under this Agreement. The City will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XI - PAYMENTS TO THE ENGINEER:

For the engineering services performed by Engineer under this Agreement and as full compensation therefor, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, City will pay Engineer as follows:

1. City will pay a not-to-exceed fee of \$82,978.00, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of each task outlined in the proposal, the Engineer will present an invoice to the City, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.

ARTICLE XII – ENCLOSURES & ATTACHMENTS

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has executed this agreement as of the date below.

Execution hereof is authorized by Ordinance No. 18-____.

Approved by:

John Olivarri
Mayor

Attest:

City Clerk Cynthia Lambert

By: _____
HR Green, Inc.

Approved to form this _____ day of _____, 20_____

City Attorney Edward Rucker

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 06/21/18

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

Date Submitted: 06/11/18

Agenda Item Title:

Bill 18-34 An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute an Agreement Reappointing Judge Washburn as the City Municipal Judge for a term July 1, 2018 - June 30, 2020.

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

Requested Action:

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Motion to Approve

First Reading of Bill # 18-34

Second Reading of Bill # 18-34

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe)

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

Per City Code Section 130.060 Appointment of Municipal Judge, the Mayor, with the advice and consent of the Board of Aldermen, shall appoint the Municipal Judge.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Current term expires June 30, 2018.

Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-34; Agreement

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

The Municipal Judge is appointed by the Mayor with consent of the Board of Aldermen. The following request is for a first and second reading to reappoint Judge William Washburn as the City's municipal judge for another two year contract for the period July 1, 2018 - June 30, 2020. Judge Washburn's current contract ends June 30, 2018.

The agreement is very similar to the previous agreement with two additions. First, we have further clarified the salary but no change in the not to exceed annual amount of \$21,158.00. Second, additional language regarding SB 5 requirements, as in effect August 28, 2015, has been added.

Staff is very pleased with the services provided by Judge Washburn and recommend approval.

BILL NO. 18-34

ORDINANCE NO. 18.34

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REAPPOINTING JUDGE WASHBURN AS THE CITY MUNICIPAL JUDGE FOR THE TERM JULY 1, 2018 – JUNE 30, 2020

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH; THE PARTIES HAVE AGREED, AND DO HEREBY AGREE AS FOLLOWS:

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an agreement with Judge William Washburn substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty-one thousand one hundred fifty-eight dollars (\$21,158.00) per year to be paid at a rate of eight hundred eighty-one dollars and fifty-eight cents (\$881.58) per court held and completed. Mr. Washburn will be responsible for paying all taxes due on such compensation.

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 Agreement.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.34 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.34

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

MUNICIPAL DIVISION JUDICIAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is dated effective as of the 1st day of July 2018, by and between the City of Osage Beach (“City”), and William Washburn (Mr. Washburn), a professional attorney practicing in Miller County, Missouri.

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. Term of Appointment. The Mayor appoints and the Board of Aldermen confirm Mr. Washburn for a period commencing on the effective date hereof and continuing for a term of two (2) years as Judge of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Mr. Washburn hereby accepts such appointment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated.

2. Scope of Services to be Provided. Mr. Washburn is hereby appointed as Municipal Court Judge, and will be responsible for all Municipal Court proceedings, supervision of the activities of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties, and the discharge of other duties of the Municipal Court Judge as required by law. In the discharge to his duties as Municipal Court Judge, Mr. Washburn shall comply with all the laws of the State of Missouri and in particular the Supreme Court Rules, specifically the Rules Governing the Missouri Bar and the Judiciary, Rule 2 - Code of Judicial Conduct. Mr. Washburn shall ensure that the Osage Beach Municipal Division is current with all requirements of SB 5 as passed and signed by the Governor of Missouri on July 9, 2015, effective August 28, 2015, and all court reforms applying to Municipal Division Courts and shall ensure that all reports required for the operation of the Municipal Divisions are also copied to the City Clerk for City record.

3. Fees. For the services rendered pursuant to this Agreement, Mr. Washburn will submit an invoice to the City for monthly services. Mr. Washburn will be paid on a monthly basis and will receive a Form 1099 at the end of the year. The salary will be paid based on a per court session held and completed at a rate of \$881.58 per session; not to exceed an annual amount paid of \$21,158.00. Mr. Washburn will be responsible for paying all taxes due on such compensation.

4. Professional Training. Mr. Washburn agrees to attend all required continuing municipal legal education training sessions, at his own cost and expense, and will provide documentation of said training to the City upon request.

5. Independent Contractor. In performing the services herein specified, Mr. Washburn is acting as an independent contractor, and shall not be considered an employee of the City.

6. Termination.

6.1 Disability. If, during this Agreement, Mr. Washburn shall be prevented for a continuous period of two months from performing his duties by reason of disability, the City may terminate the Agreement, in which event Mr. Washburn shall receive any compensation earned or accrued to the date of the termination of this agreement.

6.2 Voluntary Termination. Notwithstanding herein to the contrary, Mr. Washburn may elect to terminate this Agreement, upon notice to the City of at least ninety (90) days by Mr. Washburn.

7. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement.

For the City of Osage Beach

Date

John Olivarri, Mayor

Date

William Washburn

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 06/21/18Originator: *(Name/Title)* Cynthia Lambert, City ClerkDate Submitted: 06/11/18**Agenda Item Title:**

Motion to approve Board of Aldermen replacement to the Liquor Control Board as recommended.

Presented by: *(Name/Title)* John Olivarri, Mayor**Requested Action:**
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Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

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

Various Missouri statutes and Osage Beach City Code requires Board representation to the Liquor Control Board (City Code 60.030).

Deadline for Action: YES ☐ NO ☒

If yes, explain: _____

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☐ NO ☒

If yes, list attachments: _____

Department Comments and Recommendation:

The following Board of Aldermen member is recommended to represent the Board of Aldermen as a replacement for Alderman Marose on the following Boards and Commissions:

Liquor Control Board: Alderman Tom Walker

City Administrator Comments and Recommendation:

N/A