

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-
www.osagebeach.org

Tentative Agenda **REGULAR MEETING** **May 2, 2019 – 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

Proclamation – National Small Business Week	May 5-11, 2019	Page 1
Proclamation – Municipal Clerks Week	May 5-11, 2019	Page 3
Proclamation – National Travel Tourism Week	May 5-11, 2019	Page 5

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of Regular Board Meeting of April 18, 2019 Page 7
- Bills List Page 12
- Lake of the Ozarks Brewing Company Page 35

OLD BUSINESS

A. BILL NO. 19-21 Page 36

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OB19-006 With Stockman Construction For The Reconstruction Of Dorothy Lane
Second Reading

May 2, 2019

B. BILL NO. 19-22

Page 42

An Ordinance Of The City Of Osage Beach, Missouri, Amending Section 325.060 Relating To Traveling Through Roundabouts And Designating Roundabouts By Adding A New Designation To Subsection F.

Second Reading

NEW BUSINESS

A. BILL NO. 19-24

Page 46

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute A Contract With Tracker Software Corporation (dba Pub Works) For GIS Based Asset Management Software

First Reading

B. BILL NO. 19-25

Page 53

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OB19-007 With Higgins Asphalt Paving Company For The Road Improvements For Rowan Road

First Reading

C. BILL NO. 19-26

Page 59

An Ordinance Of The City Of Osage Beach, Missouri, Amending Schedule II, Stop Signs, By Establishing The Location Of A Stop Sign On Aver At Mace Road.

First Reading

D. BILL NO. 19-27

Page 62

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OBCA19-001 With Show Me Concrete Construction, LLC for the Peanick Park Basketball Court Project

First Reading

E. BILL NO. 19-28

Page 79

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OBCA19-002 With Show Me Concrete Construction, LLC for Peanick Park Pavilion Project

First Reading

F. BILL NO. 19-29

Page 88

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OBCA19-003 With Me Concrete Construction, LLC for Peanick Lower Field Dugout Replacement Project

First Reading

G. BILL NO. 19-30

Page 97

An Ordinance Of The City Of Osage Beach, Missouri Amending The Human Resources System (Personnel) Rules And Regulations Chapter 125 Section: 125.240 D. Retirement Plans

First Reading

May 2, 2019

H. BILL NO. 19-31

Page 101

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute The ICMA Retirement Corporation Governmental Money Purchase & Trust Adoption Agreement For An Additional One Percent (1%) City Contribution To The Employees 401 Account

First Reading

I. BILL NO. 19-32

Page 115

An Ordinance Of The City Of Osage Beach, Missouri, Amending Ordinance No. 18.59 Adopting The 2019 Annual Budget, Transfer Of Funds For Necessary Expenses – Water Fund

First Reading

J. BILL NO. 19-33

Page 118

An Ordinance Of The City Of Osage Beach, Missouri, Amending Ordinance No. 18.59 Adopting The 2019 Annual Budget Transfer Of Funds For Necessary Expenses - Sewer Fund

K. BILL NO. 19-34

Page 121

An Ordinance Of The City Of Osage Beach, Missouri, Amending Ordinance No. 18.59 Adopting The 2019 Annual Budget, Transfer Of Funds For Necessary Expenses – Transportation Fund

First Reading

MOTION

A. Motion to approve purchase of De-Icing Salt from Central Salt

Page 124

B. Motion to approve purchase Water Meters from Schulte Supply

Page 127

C. DISCUSSION

Page 131

A. Sales Tax Holiday Opt Out

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 1020

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

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 04/23/19**Agenda Item Title:**

Authorizing the Mayor to proclaim the week of May 5 - May 11, 2019 as National Small Business Week.

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

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

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

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

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

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This is the last Board Meeting before National Small Business Week

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



National Small Business Week Proclamation

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the City of Osage Beach, Missouri supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, John Olivarri, Mayor of Osage Beach, do hereby proclaim May 5 through May 11, 2019 as

NATIONAL SMALL BUSINESS WEEK

In Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 2nd day of May 2019.

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 04/23/19**Agenda Item Title:**

Authorizing the Mayor to proclaim the week of May 5-11, 2019 as Municipal Clerks Week.

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

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☒
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

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

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

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This is the last Board Meeting before Municipal Clerks Week

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



PROCLAMATION

MUNICIPAL CLERKS WEEK

MAY 5 - 11 2019

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world and;

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and;

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels and;

WHEREAS, The Office of the Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and;

WHEREAS, The Office of the Municipal Clerk serves as the information center on functions of local government and community and;

WHEREAS, The Office of Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations and;

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk and;

NOW, THEREFORE, I, John Olivarri, Mayor of the City of Osage Beach, Missouri, do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week and;

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 2nd day of May 2019.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 04/23/19**Agenda Item Title:**

Authorizing the Mayor to proclaim the week of May 5-11, 2019 as National Travel and Tourism Week.

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

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

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

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

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

Deadline for Action: YES ☒ **NO** ☐

If yes, explain:

This is the last Board Meeting before National Travel and Tourism Week

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ **NO** ☐

If yes, list attachments:

Proclamation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

N/A



***PROCLAMATION
NATIONAL TRAVEL AND TOURISM WEEK
MAY 5-11, 2019***

WHEREAS, in 1983, the U.S. Congress established National Travel and Tourism Week to acknowledge the tourism industry's importance to the economy, and;

WHEREAS, travel to and within the U.S. provides significant economic benefits for the nations, generating more than \$2.5 trillion in economic output in 2018, with nearly \$1 trillion spent directly by travelers, and;

WHEREAS, travel is among the largest private-sector employers in the U.S., supporting 15.7 million jobs in 2018 including 8.9 million directly in the travel industry and 6.8 million in other industries, and;

WHEREAS, traveler spending directly generated tax revenues of \$171 billion for federal, state and local governments, funds used to support essential services and programs , and;

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships, and;

WHEREAS, Lake of the Ozarks was voted the "Best Recreational Lake in the Nation", proving that the area contributes in a big way to the tourism industry in Missouri, and;

WHEREAS, welcoming visitors from near and far always has been and always will be, the enduring ethos of the travel industry and Lake of the Ozarks.

NOW, THEREFORE, I John Olivarri, Mayor, do hereby proclaim May 5 – 11, 2019 as

NATIONAL TRAVEL AND TOURISM WEEK

in Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 2nd day of May 2019.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

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

April 18, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, April 18, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Kevin Rucker, Alderman Richard Ross, and Alderman Greg Massey. Tara Berreth, City Clerk, was present and performed the duties of that office. Absent - Alderman Jeff Bethurem

MAYOR'S COMMUNICATIONS

Thank you to the Buildings and Parks Departments the grounds look great.

Easter Egg Hunt is this Saturday April 20, 2019.

Congratulations to Phyllis Marose and Tom Walker for 5 years of service.

CITIZENS' COMMUNICATIONS

Ted Krygiel – Woodland Shores - Dan LaBonte – Woodland Shores - Rod Miller – Woodland Shores
Concerns on the condition of Aver Road.

- Construction Company working on Mace Road using the roundabout and Aver Road causing damage. When turning around material is being spilled into the ditches and causing drainage issues.
- Have to pull trash cans further do to the fact that the trash trucks can not get down their road.
- Wants the City to take over this privately-owned road.
- Project on Mace Road is to be completed by Memorial Day.
- Homeowners in Woodland Shores pay for their own snow removal.
- Asking City to help pave the road.

APPROVAL OF CONSENT AGENDA

Alderman Ross made a motion to approve the Minutes April 4, 2019, Bills List and the New Liquor License for 1932 Preserve as presented. The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed by voice vote.

OLD BUSINESS

A. BILL NO. 19-13

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Expenditure Of Funds To Support The CANAM Police And Fire Games Planning Committee's Event Support Request. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 19-13 as presented. The motion was seconded by Alderman Walker. The following roll call vote was taken to approve the second and final reading of Bill 19-13 and to pass same into ordinance: "Ayes" Alderman Massey, Alderman Marose, Alderman Walker, Alderman Rucker and Alderman Ross "Nays"-0. Bill 19-13 was passed and approved as Ordinance 19.13.

BILL NO. 19-14

B. An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Expenditure Of Funds For Advertising To Support The Benne Media Aquapalooza 2019 Event Support Request *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 19-14 as presented. The motion was seconded by Alderman Massey. The following roll call vote was taken to approve the second and final reading of Bill 19-14 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Rucker, Alderman Ross and Alderman Massey, "Nays"-0. Bill 19-14 was passed and approved as Ordinance 19.14.

BILL NO. 19-15

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To The Ledges Condo Association And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described In Section 2. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 19-15 as presented. The motion was seconded by Alderman Marose. The following roll call vote was taken to approve the second and final reading of Bill 19-15 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Rucker, Alderman Ross, Alderman Massey and Alderman Marose "Nays"-0. Bill 19-15 was passed and approved as Ordinance 19.15.

BILL NO. 19-16

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To Camden County Library District And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described In Section 2. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 19-16 as presented. The motion was seconded by Alderman Walker. The following roll call vote was taken to approve the second and final reading of Bill 19-16 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Rucker, Alderman Ross, Alderman Massey and Alderman Marose "Nays"-0. Bill 19-16 was passed and approved as Ordinance 19.16.

BILL NO. 19-17

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To Charles Johnson And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described In Section 2. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 19-17 as presented. The motion was seconded by Alderman Walker. The following roll call vote was taken to approve the second and final reading of Bill 19-17 and to pass same into ordinance: "Ayes", Alderman Rucker, Alderman Ross, Alderman Massey, Alderman Marose and Alderman Walker "Nays"-0. Bill 19-17 was passed and approved as Ordinance 19.17.

BILL NO. 19-18

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute A Contract With AT&T For Dedicated Internet Service At All City Locations *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 19-18 as presented. The motion was seconded by Alderman Marose. The following roll call vote was taken to approve the second and final reading of Bill 19-18 and to pass same into ordinance: "Ayes", Alderman Ross, Alderman Massey, Alderman Marose, Alderman Walker and Alderman Rucker "Nays"-0. Bill 19-18 was passed and approved as Ordinance 19.18.

BILL NO. 19-19

An Ordinance Of The City Of Osage Beach, Missouri Amending The Human Resources System (Personnel) Rules And Regulations Chapter Section: 125.160 Separation From Service With A Repeal And Replace Of Item B. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 19-19 as presented. The motion was seconded by Alderman Ross. The following roll call vote was taken to approve the second and final reading of Bill 19-19 and to pass same into ordinance: "Ayes" Alderman Massey, Alderman Marose, Alderman Walker, Alderman Rucker and Alderman Ross, "Nays"-0. Bill 19-19 was passed and approved as Ordinance 19.19.

NEW BUSINESS

Motion - Certified Election Results

Alderman Marose made a motion to approve the Certified Election Results. The motion was seconded by Alderman Rucker. Motion passes unanimously.

Oaths of Office

City Clerk Tara Berreth administered Oaths of Office for Richard Ross, Gregory Massey and Tyler Becker.

Motion - Election of President of the Board of Aldermen

Alderman Marose nominated Alderman Rucker.

Alderman Massey nominated Alderman Ross.

Mayor Olivarri called for a hand vote.

Alderman Becker, Alderman Marose and Alderman Rucker – Alderman Rucker
Alderman Massey, Alderman Walker and Alderman Ross - Alderman Ross

Mayor Olivarri broke tie – Alderman Rucker

Alderman Rucker – President of Board

BILL NO. 19-20

An Ordinance Of The City Of Osage Beach, Missouri, Dealing The Regulation Of Fireworks Within The City By Repealing Sections 210.2210, 210.2220, 210.2230, 210.2240, 210.2250, 210.2260, 210.2270, 210.2280, And 210.2290 Of The Osage Beach Code Of Ordinances And Enacting In Lieu Thereof Nine New Sections Permitting The Use And Sale Of Fireworks Within City At Certain Times And Places

First Reading

Alderman Ross presented a Floor Substitute.

Decision Items:

Fire Hazard

Burn Marks on Boats, Decks, Houses

Noise

Not enough staff for enforcement (Fire and Police)

Large Displays are already being done

Tax Revenue

Changes to Ordinance:

Common Fireworks change to 1.4g or Consumer Fireworks

Special Fireworks change to 1.3g or Display Fireworks

210.2220 - #5 change the – to

#6 Furthermore

210.2230 - #3 Ensure that

#4 Provide

Take out International

210.2250 #2 zoning district
Remove both

210.2270 midnight to 11:00 P.M.

Alderman Rucker made a motion to amend Bill NO. 19-20 with recommended changes. The motion was seconded by Alderman Ross. Motion passes unanimously.

Alderman Ross made a motion to approve the first reading of Bill No. 19-20 as presented with changes. The motion was seconded by Alderman Massey. Roll call vote:
Alderman Walker – NO, Alderman Marose – NO, Alderman Becker – NO, Alderman Rucker – NO, Alderman Massey -YES, Alderman Ross-YES. Motion fails with a 4-2 vote.

BILL NO. 19-21

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Contract Ob19-006 With Stockman Construction For The Reconstruction Of Dorothy Lane *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill No. 19-21 as presented. The motion was seconded by Alderman Massey. Motion passes unanimously.

BILL NO. 19-22

An Ordinance Of The City Of Osage Beach, Missouri, Amending Section 325.060 Relating To Traveling Through Roundabouts And Designating Roundabouts By Adding A New Designation To Subsection F. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill No. 19-22 as presented. The motion was seconded by Alderman Marose. Motion passes unanimously.

MOTION

Motion to Approve Disposal of Specific Items Deemed as Surplus Property.

Alderman Marose made a motion to approve the disposal of specific items deemed as surplus property. The motion was seconded by Alderman Massey. Motion passes unanimously.

Motion to Reschedule the July 4th, 2019 Board of Alderman Meeting

Alderman Marose made a motion to move the July 4th meeting to July 2nd. The motion was seconded by Alderman Rucker. Motion passes unanimously.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Becker – Appreciate the warm welcome

Alderman Massey – Parks look great

Alderman Marose – Thanked Alderman Ross for all his hard work on the Fireworks Ordinance, Congratulations to CA Woods on her newest credentials.

Alderman Walker - Congratulations to Greg Massey, Tyler Becker and Richard Ross,
 Congratulations to Kevin Rucker

Alderman Rucker – Medical Marijuana timeline and seeing if that can be moved up.
 Congratulations to CA Woods on her newest credentials.

Alderman Ross – Wanting to have the status at the next Board Meeting on Mace Road and starting the
 invoke clause.

STAFF COMMUNICATIONS

Assistant City Administrator Welty - Congratulations to Greg Massey, Tyler Becker and Richard Ross.

Planner Cary Patterson – Thanked all Board Members for attending the combined workshop with the
 Planning Commission.

Public Works Director Edelman – Thank the Osage Beach Fire Protection District for signing and approving
 the Deed/Plat for the well property.

Parks Director Vanderroot – Easter Egg Hunt from 11am – 2pm at the Osage Beach City Park on Saturday,
 April 20, 2019.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:50 p.m.

I, Tara Berreth, 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 April 18, 2019 and approved on May 2, 2019.

Tara Berreth, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
May 2, 2019**

Bills Paid Prior to Board Meeting	351,853.40
Payroll Paid Prior to Board Meeting	128,187.51
SRF Transfer Prior to Board Meeting	245,346.35
TIF Transfer Dierbergs	30,035.55
TIF Transfer Prewitt's Pt	106,190.59
Bills Pending Board Approval	272,881.11
Total Expenses	<u>1,134,494.51</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	13	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,665.82	
			ADJUST PR DEDUCTIONS	142.08-	
			ADJUST PR DEDUCTIONS	7.84-	
			Dental Insurance Premiums	501.22	
			Dental Insurance Premiums	501.22	
			Health Insurance Contribut	840.84	
			Health Insurance Contribut	840.84	
			Health Insurance Contribut	458.70	
			Health Insurance Contribut	458.70	
			Vision Insurance Contribut	117.60	
			Vision Insurance Contribut	117.60	
			Vision Insurance Contribut	25.48	
			Vision Insurance Contribut	25.48	
			Vision Insurance Contribut	62.72	
			Vision Insurance Contribut	62.72	
		MO DEPT OF REVENUE	MAR CVC COLLECTIONS	499.10	
		FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46	
			Cse #16CMDR00112	173.08	
			Case ID41477632	207.69	
		MORGAN COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	500.00	
		MO DEPT OF REVENUE	State Withholding	3,090.09	
		MO TREASURER BUDGET DIRECTOR	MAR PEACE OFFICER TRAINING	70.00	
		INTERNAL REVENUE SERVICE	Fed WH	9,500.14	
			FICA	6,742.72	
			Medicare	1,576.97	
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.01-	
			Pre-Paid Legal Premiums	55.80	
			Pre-Paid Legal Premiums	55.80	
		ICMA	Loan Repayment	315.59	
			Loan Repayment	245.55	
			Loan Repayment	182.93	
			Loan Repayment	233.04	
			Loan Repayment	139.35	
			Loan Repayment	69.75	
			Retirement 457 &	872.05	
			Retirement 457	1,150.00	
			Loan Repayments	157.89	
			Loan Repayments	586.25	
			Loan Repayments	577.14	
			Loan Repayments	110.95	
			Loan Repayments	241.19	
			Loan Repayments	100.00	
			Loan Repayments	43.41	
			Loan Repayments	74.15	
			Loan Repayments	134.00	
			Retirement Roth IRA %	164.31	
			Retirement Roth IRA	380.00	
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-	
			Colonial Supplemental Insu	30.86	
			Colonial Supplemental Insu	30.86	
		CITIZENS AGAINST DOMESTIC VIOLENCE	MAR CADV COLLECTIONS	140.00	
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	142.66-	
			American Fidelity	1,474.40	
			American Fidelity	1,474.40	
			Amerian Fidelity	806.85	
			Amerian Fidelity	806.85	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	14	AMOUNT
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS		20.84-
			Flexible Spending Accts -		29.16
			Flexible Spending Accts -		29.16
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS		0.03-
			Texas Life After Tax		115.16
			Texas Life After Tax		115.16
		HSA BANK	HSA Contribution		135.00
			HSA Family/Dep. Contributi		2,017.66
		SHERIFFS RETIREMENT SYSTEM	MAR COLLECTIONS		212.50
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS		30.26-
			ADJUST PAYROLL DEDUCTIONS		96.20-
			Group Life Ins and Buy Up		73.11
			Group Life Ins and Buy Up		73.11
			Group Life Ins and Buy Up		25.00
			Group Life Ins and Buy Up		25.00
		MULLETT, BLAIR	R.RUSSELL BASEBALL REFUND		70.00
		ONE TIME VENDOR	Bond Refund:551 -01		232.50
			Bond Refund:180097829-01		70.00
			Bond Refund:140025526-01		225.50
			Bond Refund:507 -01		72.50
			Bond Refund:180097149-01		200.00
			Bond Refund:180097150-01		78.00
			Bond Refund:180097209-01		200.00
			Bond Refund:180097210-01		90.00
		FRANKLIN COUNTY CIRCUIT	FRANKLIN COUNTY CIRCUIT CO		250.00
			TOTAL:		42,729.15
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA		163.78
			Medicare		38.33
		ICMA	Retirement 401		158.50
		BANKCARD SERV 9759	FLOWERS FOR S.HINES		48.93
		BANKCARD SERV 1136	VOLUNTEER DINNER SUPPLIES		30.09
			VOLUNTEER DINNER GIFT CARD		400.00
			TOTAL:		839.63
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA		18.48
			Medicare		4.32
			TOTAL:		22.80
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		92.85
			Dental Insurance Premiums		92.85
			Health Insurance Contribut		1,744.71
			Health Insurance Contribut		1,744.71
			Vision Insurance Contribut		16.80
			Vision Insurance Contribut		16.80
		INTERNAL REVENUE SERVICE	FICA		496.93
			Medicare		116.22
		BANKCARD SERV 9239	MCMA CONF. J.WOODS/M.WELTY		400.00
			REFUND CIVICSUMMIT EVENT		798.00-
		ICMA	Retirement 401		497.85
		HSA BANK	HSA Family/Dep. Contributi		225.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		3.21
			Group Dependent Life Ins		3.21
			Group Life Ins and Buy Up		3.78
			Group Life Ins and Buy Up		3.78
			Group Life Ins and Buy Up		16.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	15	AMOUNT
			Group Life Ins and Buy Up		16.43
			Short Term Disability Ins		17.40
			Short Term Disability Ins		17.40
			TOTAL:		4,728.36
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Dental Insurance Premium		17.76
			Dental Insurance Premium		17.76
			Health Insurance Contribut		221.23
			Health Insurance Contribut		221.23
			Health Insurance Contribut		496.49
			Health Insurance Contribut		496.49
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
		INTERNAL REVENUE SERVICE	FICA		223.82
			Medicare		52.35
		ICMA	Retirement 401		216.02
		HSA BANK	HSA Contribution		37.50
			HSA Family/Dep. Contributi		75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		2.14
			Group Dependent Life Ins		2.14
			Group Life Ins and Buy Up		7.96
			Group Life Ins and Buy Up		7.96
			Short Term Disability Ins		11.60
			Short Term Disability Ins		11.60
			TOTAL:		2,192.71
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		92.85
			Dental Insurance Premiums		92.85
			Health Insurance Contribut		221.23
			Health Insurance Contribut		221.23
			Health Insurance Contribut		581.57
			Health Insurance Contribut		581.57
			Health Insurance Contribut		496.49
			Health Insurance Contribut		496.49
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		7.84
			Vision Insurance Contribut		7.84
		BANKCARD SERV 0857	SPRING GFOA- K.BELL		130.00
		INTERNAL REVENUE SERVICE	FICA		484.72
			Medicare		113.37
		ICMA	Retirement 401		479.32
		WHITE, APRIL	MILEAGE REIMB. 2019 CPFO T		16.24
		HSA BANK	HSA Contribution		37.50
			HSA Family/Dep. Contributi		150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		5.35
			Group Dependent Life Ins		5.35
			Group Life Ins and Buy Up		11.34
			Group Life Ins and Buy Up		11.34
			Group Life Ins and Buy Up		13.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	16	AMOUNT
			Group Life Ins and Buy Up		13.41
			Short Term Disability Ins		17.40
			Short Term Disability Ins		17.40
			Short Term Disability Ins		10.53
			Short Term Disability Ins		10.53
			TOTAL:		4,342.29
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Health Insurance Contribut		581.57
			Health Insurance Contribut		581.57
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		5.60
		INTERNAL REVENUE SERVICE	FICA		80.32
			Medicare		18.78
		ICMA	Retirement 401		82.75
		HSA BANK	HSA Family/Dep. Contributi		75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		1.07
			Group Dependent Life Ins		1.07
			Group Life Ins and Buy Up		3.78
			Group Life Ins and Buy Up		3.78
			Short Term Disability Ins		5.80
			Short Term Disability Ins		5.80
			TOTAL:		1,514.39
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Health Insurance Contribut		581.57
			Health Insurance Contribut		581.57
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		5.60
		INTERNAL REVENUE SERVICE	FICA		331.14
			Medicare		77.44
		ICMA	Retirement 401		323.99
		HSA BANK	HSA Family/Dep. Contributi		75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		1.07
			Group Dependent Life Ins		1.07
			Group Life Ins and Buy Up		13.23
			Group Life Ins and Buy Up		13.23
			Short Term Disability Ins		5.80
			Short Term Disability Ins		5.80
			TOTAL:		2,084.01
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		61.90
			Dental Insurance Premiums		61.90
			Dental Insurance Premium		17.76
			Dental Insurance Premium		17.76
			Health Insurance Contribut		221.23
			Health Insurance Contribut		221.23
			Health Insurance Contribut		581.57
			Health Insurance Contribut		581.57
			Health Insurance Contribut		496.49
			Health Insurance Contribut		496.49
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		1.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	17	AMOUNT
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
		INTERNAL REVENUE SERVICE	FICA		422.48
			Medicare		98.80
		ICMA	Retirement 401		382.49
		WEX INC	BLDG DEPT FUEL		142.52
		HSA BANK	HSA Contribution		37.50
			HSA Family/Dep. Contributi		150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		1.07
			Group Dependent Life Ins		1.07
			Group Life Ins and Buy Up		8.59
			Group Life Ins and Buy Up		8.59
			Short Term Disability Ins		17.40
			Short Term Disability Ins		17.40
			TOTAL:		4,068.77
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 3/14-4/14/19		23.66
			CITY HALL SERV 3/14-4/14/1		3,426.82
		INTERNAL REVENUE SERVICE	FICA		53.94
			Medicare		12.62
		LOWE'S	CLOCK		33.25
			TRIM & DOOR BUMPER		15.58
			MULCH		37.99
			TOTAL:		3,603.86
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		61.90
			Dental Insurance Premiums		61.90
			Dental Insurance Premium		17.76
			Dental Insurance Premium		17.76
			Health Insurance Contribut		221.23
			Health Insurance Contribut		221.23
			Health Insurance Contribut		1,163.14
			Health Insurance Contribut		1,163.14
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		5.60
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
		FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS		368.40
		BANKCARD SERV 0857	REFUND- AIRBNB LODGING		36.66-
			SOFTBALL BATS - YOUTH LEAG		119.96
			SOFTBALL BATS - YOUTH LEAG		100.89
			TBALL/BBALL BATS- YOUTH LE		679.86
		INTERNAL REVENUE SERVICE	FICA		425.97
			Medicare		99.62
		BANKCARD SERV 9239	BCKGRND CHECK-PARK LIQUOR		15.25
		ICMA	Retirement 401		256.30
		LOWE'S	TRASH BAGS, AIR FRESHENER		44.59
			PLANTER FOR PARKS OFFICE		18.99
			ADVERTISING SIGN PARTS		171.59
			DRILL BIT		3.79
			CLEANING SUPPLIES		17.02
			VACUUM ATTACHMENTS		14.68
			WEED FABRIC		14.24
			BATTING CAGE PARTS		26.73
			PARTS FOR BATTING CAGE		39.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	18	AMOUNT
			CHAIN REPAIR		19.71
			LINKS FOR BATTING CAGE		16.80
			SCREWS		13.08
			BLK CABLE TIES		14.02
			STORAGE HOOKS		74.81
			TILLER REPAIR PARTS		22.00
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS		860.40
		WEX INC	PARK DEPT FUEL		397.45
		AMEREN MISSOURI	LWR DIAMOND LTS 3/7-4/7/19		39.29
			HWY 42 BALL PK LTS 3/7-4/7		30.27
		HSA BANK	HSA Contribution		37.50
			HSA Family/Dep. Contributi		150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		2.14
			Group Dependent Life Ins		2.14
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		4.82
			Group Life Ins and Buy Up		4.82
			Short Term Disability Ins		17.40
			Short Term Disability Ins		<u>17.40</u>
			TOTAL:		7,067.03
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Health Insurance Contribut		496.49
			Health Insurance Contribut		496.49
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
		WHITE, RON	MILEAGE REIMB.MO/KS PRIMA		16.24
		INTERNAL REVENUE SERVICE	FICA		139.68
			Medicare		32.67
		BANKCARD SERV 9239	MO EMPLOYMNT CONF. C. LEIGH		239.00
			FOOD-SUPERVISORY ACADEMY		26.40
			MEALS- SUPERVISORY ACADEMY		22.88
		ICMA	Retirement 401		141.19
		HSA BANK	HSA Family/Dep. Contributi		75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		1.07
			Group Dependent Life Ins		1.07
			Group Life Ins and Buy Up		5.76
			Group Life Ins and Buy Up		5.76
			Short Term Disability Ins		5.80
			Short Term Disability Ins		<u>5.80</u>
			TOTAL:		1,781.04
Overhead	General Fund	AT & T/CITY HALL	CITY PHONE SERV 4/5-5/4/19		941.63
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE		56.77
		WEX INC	CITY HALL GPS		350.00
		MITEL CLOUD SERVICES INC	PHONE SERV 5/1-5/31		<u>2,386.50</u>
			TOTAL:		3,734.90
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		495.20
			Dental Insurance Premiums		495.20
			Dental Insurance Premium		88.80
			Dental Insurance Premium		88.80
			Health Insurance Contribut		1,106.15
			Health Insurance Contribut		<u>1,106.15</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	19	AMOUNT
			Health Insurance Contribut	5,234.13	
			Health Insurance Contribut	5,234.13	
			Health Insurance Contribut	2,978.94	
			Health Insurance Contribut	2,978.94	
			Vision Insurance Contribut	50.40	
			Vision Insurance Contribut	50.40	
			Vision Insurance Contribut	9.80	
			Vision Insurance Contribut	9.80	
			Vision Insurance Contribut	27.44	
			Vision Insurance Contribut	27.44	
		INTERNAL REVENUE SERVICE	FICA	2,640.08	
			Medicare	617.42	
		ICMA	Retirement 401	2,471.64	
		SALERNO, BRIAN	MILEAGE REIMB. EVOC MSHP T	338.14	
		WEX INC	POLICE DEPT FUEL	3,476.11	
			POLICE DEPT CAR WASHES	144.48	
		HSA BANK	HSA Contribution	150.00	
			HSA Family/Dep. Contributi	1,125.00	
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33	
			Group Dependent Life Ins	20.33	
			Group Life Ins and Buy Up	52.92	
			Group Life Ins and Buy Up	52.92	
			Group Life Ins and Buy Up	53.20	
			Group Life Ins and Buy Up	53.20	
			Short Term Disability Ins	116.00	
			Short Term Disability Ins	116.00	
			Short Term Disabiilty Ins	15.28	
			Short Term Disabiilty Ins	15.28	
			TOTAL:	31,460.05	
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	185.70	
			Dental Insurance Premiums	185.70	
			Dental Insurance Premium	53.28	
			Dental Insurance Premium	53.28	
			Health Insurance Contribut	663.69	
			Health Insurance Contribut	663.69	
			Health Insurance Contribut	1,744.71	
			Health Insurance Contribut	1,744.71	
			Health Insurance Contribut	992.98	
			Health Insurance Contribut	992.98	
			Vision Insurance Contribut	22.40	
			Vision Insurance Contribut	22.40	
			Vision Insurance Contribut	5.88	
			Vision Insurance Contribut	5.88	
			Vision Insurance Contribut	7.84	
			Vision Insurance Contribut	7.84	
		AT & T/CITY HALL	ADDED LINE FOR 911	285.00	
		INTERNAL REVENUE SERVICE	FICA	724.12	
			Medicare	169.38	
		ICMA	Retirement 401	674.14	
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	99.98	
			COMM CABLE	28.79	
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42	
			American Fidelity	10.42	
		HSA BANK	HSA Contribution	75.00	
			HSA Family/Dep. Contributi	375.00	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	20	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		4.28
			Group Dependent Life Ins		4.28
			Group Life Ins and Buy Up		22.68
			Group Life Ins and Buy Up		22.68
			Group Life Ins and Buy Up		7.84
			Group Life Ins and Buy Up		7.84
			Short Term Disability Ins		52.20
			Short Term Disability Ins		52.20
			Short Term Disability Ins		4.79
			Short Term Disability Ins		4.79
		MITEL CLOUD SERVICES INC	POLICE CALL RECORDING		278.87
		COLLINS, HANNAH	MILEAGE REIMB. MULES CERT		301.28
			TOTAL:		10,568.94
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Health Insurance Contribut		496.49
			Health Insurance Contribut		496.49
		INTERNAL REVENUE SERVICE	FICA		281.31
			Medicare		65.79
		ICMA	Retirement 401		247.34
		HSA BANK	HSA Family/Dep. Contributi		75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		1.07
			Group Dependent Life Ins		1.07
			Group Life Ins and Buy Up		6.61
			Group Life Ins and Buy Up		6.61
			Short Term Disability Ins		5.80
			Short Term Disability Ins		5.80
			TOTAL:		1,751.28
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.95
			Dental Insurance Premiums		30.95
			Health Insurance Contribut		992.98
			Health Insurance Contribut		992.98
			Vision Insurance Contribut		7.84
			Vision Insurance Contribut		7.84
		INTERNAL REVENUE SERVICE	FICA		255.95
			Medicare		59.86
		BANKCARD SERV 9239	RETURN DELL 19 MONITOR		62.68
		ICMA	Retirement 401		253.32
		AT&T INTERNET/IP SERVICES	SPAM FILTER 4/5-5/4/19		128.97
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET		279.97
		HSA BANK	HSA Family/Dep. Contributi		150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		2.14
			Group Dependent Life Ins		2.14
			Group Life Ins and Buy Up		13.07
			Group Life Ins and Buy Up		13.07
			Short Term Disability Ins		11.60
			Short Term Disability Ins		11.60
			TOTAL:		3,182.55
Economic Development	General Fund	BANKCARD SERV 9239	MEALS-SOCCER COMPLEX RESEA		75.26
			MEALS-SOCCER COMPLEX RESEA		115.01
			HOTEL SOCCER RESEARCH-J.WO		99.55
			HOTEL SOCCER RESRCH-J.OLIV		99.55
			HOTEL SOCCR RESRCH-MVANDEV		99.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	21	AMOUNT
			MEALS-SOCCER COMPLEX RESEA		53.47
			MEALS-SOCCER COMPLEX RESEA		23.46
			COMM ASSESS.LOREDC BASKETS		203.73
			MEALS - LOREDC		13.05
			MEALS - LOREDC		256.25
		LAURIE TENT & EVENT RENTAL LLC	4 BOUNCE HOUSES & GENERATO		<u>985.00</u>
			TOTAL:		2,023.88
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		87.88
			Dental Insurance Premiums		87.88
			Health Insurance Contribut		93.30
			Health Insurance Contribut		93.30
			Health Insurance Contribut		91.74
			Health Insurance Contribut		91.74
			Health Insurance Premiums		259.59
			Health Insurance Premiums		259.59
			Vision Insurance Contribut		14.95
			Vision Insurance Contribut		14.95
			Vision Insurance Contribut		5.22
			Vision Insurance Contribut		5.22
			Vision Insurance Contribut		10.48
			Vision Insurance Contribut		10.48
		MO DEPT OF REVENUE	State Withholding		279.60
		INTERNAL REVENUE SERVICE	Fed WH		942.91
			FICA		885.61
			Medicare		207.12
		LEGALSHIELD	Pre-Paid Legal Premiums		3.22
			Pre-Paid Legal Premiums		3.22
		ICMA	Retirement 457 &		338.49
			Retirement 457		105.46
			Loan Repayments		44.36
			Loan Repayments		33.64
			Retirement Roth IRA		49.30
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		187.84
			American Fidelity		187.84
			Amerian Fidelity		35.91
			Amerian Fidelity		35.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax		12.62
			Texas Life After Tax		12.62
		HSA BANK	HSA Contribution		33.50
			HSA Family/Dep. Contributi		316.15
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up		18.57
			Group Life Ins and Buy Up		<u>18.57</u>
			TOTAL:		4,878.78
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		206.13
			Dental Insurance Premiums		206.13
			Dental Insurance Premium		23.80
			Dental Insurance Premium		23.80
			Health Insurance Contribut		296.45
			Health Insurance Contribut		296.45
			Health Insurance Contribut		1,355.06
			Health Insurance Contribut		1,355.06
			Health Insurance Contribut		1,489.46
			Health Insurance Contribut		1,489.46
			Health Insurance Premiums		571.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	22	AMOUNT
			Health Insurance Premiums		571.49
			Vision Insurance Contribut		14.96
			Vision Insurance Contribut		14.96
			Vision Insurance Contribut		5.24
			Vision Insurance Contribut		5.24
			Vision Insurance Contribut		10.46
			Vision Insurance Contribut		10.46
		INTERNAL REVENUE SERVICE	FICA		885.60
			Medicare		207.15
		ICMA	Retirement 401		801.07
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING FEES - ROWAN RD		111.00
		LOWE'S	LAP SIDING		13.29
			MICROWAVE & ELECT SUPPLIES		205.16
		PETTY CASH	GLOVES		12.78
			STAMPS		11.00
		DONALD MAGGI, INC	MACE RD IMPROVEMENTS		131,032.26
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		3.55
			American Fidelity		3.55
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -		13.86
			Flexible Spending Accts -		13.86
		WCA WASTE CORPORATION	PORTA POTTY 3/1-3/31/19		83.00
		WEX INC	TRANS DEPT FUEL		2,819.62
			TRANS GPS		316.75
		AMEREN MISSOURI	KK DR LTG 3/4-4/2/19		114.93
			MAINT SALT BLDG 3/10-4/8/1		11.24
			STREET LIGHTS 3/1-4/1/19		3,817.83
			CUST OWNED ST LTS 3/1-4/1/		1,385.55
		HSA BANK	HSA Contribution		50.25
			HSA Family/Dep. Contributi		399.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		8.56
			Group Dependent Life Ins		8.56
			Group Life Ins and Buy Up		17.70
			Group Life Ins and Buy Up		17.70
			Group Life Ins and Buy Up		17.56
			Group Life Ins and Buy Up		17.56
			Short Term Disability Ins		34.78
			Short Term Disability Ins		34.78
			Short Term Disabiilty Ins		12.67
			Short Term Disabiilty Ins		12.67
			TOTAL:		150,441.69
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		74.51
			Dental Insurance Premiums		74.51
			Health Insurance Contribut		93.29
			Health Insurance Contribut		93.29
			Health Insurance Contribut		60.85
			Health Insurance Contribut		60.85
			Vision Insurance Contribut		20.50
			Vision Insurance Contribut		20.50
			Vision Insurance Contribut		3.26
			Vision Insurance Contribut		3.26
			Vision Insurance Contribut		2.58
			Vision Insurance Contribut		2.58
		MO DEPT OF REVENUE	State Withholding		345.70
		INTERNAL REVENUE SERVICE	Fed WH		969.96
			FICA		770.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	23	AMOUNT
			Medicare		180.28
		LEGALSHIELD	Pre-Paid Legal Premiums		3.13
			Pre-Paid Legal Premiums		3.13
		ICMA	Retirement 457 &		54.87
			Retirement 457		68.71
			Loan Repayments		44.36
			Loan Repayments		16.08
			Loan Repayments		24.02
			Loan Repayments		52.79
			Loan Repayments		9.88
			Loan Repayments		36.15
			Retirement Roth IRA		47.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		135.10
			American Fidelity		135.10
			American Fidelity		49.03
			American Fidelity		49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax		12.24
			Texas Life After Tax		12.24
		HSA BANK	HSA Contribution		8.25
			HSA Family/Dep. Contributi		69.96
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up		18.57
			Group Life Ins and Buy Up		18.57
			TOTAL:		3,645.80
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		174.87
			Dental Insurance Premiums		174.87
			Dental Insurance Premium		23.62
			Dental Insurance Premium		23.62
			Health Insurance Contribut		294.24
			Health Insurance Contribut		294.24
			Health Insurance Contribut		1,355.06
			Health Insurance Contribut		1,355.06
			Health Insurance Contribut		988.02
			Health Insurance Contribut		988.02
			Vision Insurance Contribut		20.50
			Vision Insurance Contribut		20.50
			Vision Insurance Contribut		3.26
			Vision Insurance Contribut		3.26
			Vision Insurance Contribut		2.58
			Vision Insurance Contribut		2.58
		INTERNAL REVENUE SERVICE	FICA		770.83
			Medicare		180.29
		ICMA	Retirement 401		731.62
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING FEES - WELL PROJ		69.00
		LOWE'S	TOILET REPAIR KIT		12.34
			TRANSFER PUMP, HOSE, HAND		173.32
		PETTY CASH	SHIPPING FOR RETURN		14.90
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		3.44
			American Fidelity		3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -		13.86
			Flexible Spending Accts -		13.86
		WEX INC	WATER DEPT FUEL		691.59
			WATER GPS		141.75
		AMEREN MISSOURI	BLUFF TOWER 3/10-4/8/19		678.60
			COLLEGE WELL 3/7-4/7/19		1,869.32
			WELL #2 2/27-3/28/19		1,402.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	24	AMOUNT
			SWISS VILLAGE WELL 2/27-3/		1,391.40
		MANKEY, KYLE	MILEAGE REIMB 4/3-4/10/19		29.00
		HSA BANK	HSA Contribution		49.88
			HSA Family/Dep. Contributi		324.00
		PATTERSON, JOHN	MILEAGE REIMB 4/10-4/17/19		53.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		7.46
			Group Dependent Life Ins		7.46
			Group Life Ins and Buy Up		17.62
			Group Life Ins and Buy Up		17.62
			Group Life Ins and Buy Up		12.59
			Group Life Ins and Buy Up		12.59
			Short Term Disability Ins		28.88
			Short Term Disability Ins		28.88
			Short Term Disabiilty Ins		12.13
			Short Term Disabiilty Ins		12.13
			TOTAL:		14,500.15
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		88.22
			Dental Insurance Premiums		88.22
			Health Insurance Contribut		93.69
			Health Insurance Contribut		93.69
			Health Insurance Contribut		122.63
			Health Insurance Contribut		122.63
			Vision Insurance Contribut		14.95
			Vision Insurance Contribut		14.95
			Vision Insurance Contribut		5.24
			Vision Insurance Contribut		5.24
			Vision Insurance Contribut		6.54
			Vision Insurance Contribut		6.54
		FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906		136.15
		MO DEPT OF REVENUE	State Withholding		604.61
		INTERNAL REVENUE SERVICE	Fed WH		1,802.21
			FICA		1,167.81
			Medicare		273.12
		LEGALSHIELD	Pre-Paid Legal Premiums		3.13
			Pre-Paid Legal Premiums		3.13
		ICMA	Retirement 457 &		56.17
			Retirement 457		194.02
			Loan Repayments		45.71
			Loan Repayments		21.24
			Loan Repayments		104.27
			Retirement Roth IRA		67.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		126.01
			American Fidelity		126.01
			Amerian Fidelity		37.91
			Amerian Fidelity		37.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax		27.74
			Texas Life After Tax		27.74
		HSA BANK	HSA Contribution		8.25
			HSA Family/Dep. Contributi		206.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up		19.14
			Group Life Ins and Buy Up		19.14
			TOTAL:		5,778.29
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		207.05
			Dental Insurance Premiums		207.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	25	AMOUNT
			Dental Insurance Premium		41.38
			Dental Insurance Premium		41.38
			Health Insurance Contribut		515.46
			Health Insurance Contribut		515.46
			Health Insurance Contribut		1,360.87
			Health Insurance Contribut		1,360.87
			Health Insurance Contribut		1,990.93
			Health Insurance Contribut		1,990.93
			Vision Insurance Contribut		14.94
			Vision Insurance Contribut		14.94
			Vision Insurance Contribut		5.22
			Vision Insurance Contribut		5.22
			Vision Insurance Contribut		6.56
			Vision Insurance Contribut		6.56
		MO RURAL WATER ASSC	TRAINING- C.DUNCAN		525.00
		INTERNAL REVENUE SERVICE	FICA		1,167.81
			Medicare		273.08
		ICMA	Retirement 401		1,038.88
		LOWE'S	LED WORKLIGHT, SPOTLIGHT		117.77
			PARTS FOR SANDS WELL		65.77
			IRRIG PARTS FOR SANDS REPA		122.72
			SPRINKLER		9.09
			IMPACT WRENCH & WARRANTY		200.03
			CONDUIT, PVC RISER		13.83
			RETRN IMPACT DRILL & WARRA		200.03-
		PETTY CASH	RECORDING FEES FOR EASEMEN		27.00
			USPS SHIPPING		59.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		3.43
			American Fidelity		3.43
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -		3.54
			Flexible Spending Accts -		3.54
		WEX INC	SEWER DEPT FUEL		1,661.09
			SEWER GPS		216.50
		AMEREN MISSOURI	CLEARWOOD LN 3/5-4/3/19		12.69
			CMPGRND LN GRINDER 3/10-4/		15.47
			PREWITTS PT GP OB 3/7-4/7/		48.20
			PA HE TSI 3/10-4/8/19		12.78
			GRINDER PUMPS & LIFT STATI		4,122.67
			GRINDER PUMPS & LIFT STATI		5,742.18
			5874 HWY 54 2/27-3/28/19		13.02
			1075 RUNABOUT 2/26-3/27/19		20.91
			1004 ZEBRA LIFT PUMP 3/19-		5.93
		HSA BANK	HSA Contribution		87.37
			HSA Family/Dep. Contributi		476.25
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		8.59
			Group Dependent Life Ins		8.59
			Group Life Ins and Buy Up		17.60
			Group Life Ins and Buy Up		17.60
			Group Life Ins and Buy Up		24.54
			Group Life Ins and Buy Up		24.54
			Short Term Disability Ins		40.74
			Short Term Disability Ins		40.74
			Short Term Disabiilty Ins		12.88
			Short Term Disabiilty Ins		12.88
			TOTAL:		24,362.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	26	AMOUNT
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		39.57
			Dental Insurance Premiums		39.57
			Health Insurance Contribut		80.08
			Health Insurance Contribut		80.08
			Vision Insurance Contribut		11.20
			Vision Insurance Contribut		11.20
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
			State Withholding		291.00
			Fed WH		843.89
			FICA		733.33
			Medicare		171.50
		ICMA	Loan Repayment		70.64
			Retirement 457 &		72.82
			Retirement 457		15.00
			Loan Repayments		122.24
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		103.00
			American Fidelity		103.00
			Amerian Fidelity		64.43
			Amerian Fidelity		64.43
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -		95.00
			Flexible Spending Accts -		95.00
		HSA BANK	HSA Family/Dep. Contributi		125.00
			TOTAL:		3,247.66
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		92.85
			Dental Insurance Premiums		92.85
			Dental Insurance Premium		35.52
			Dental Insurance Premium		35.52
			Health Insurance Contribut		442.46
			Health Insurance Contribut		442.46
			Health Insurance Contribut		1,163.14
			Health Insurance Contribut		1,163.14
			Vision Insurance Contribut		11.20
			Vision Insurance Contribut		11.20
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
			Vision Insurance Contribut		3.92
		INTERNAL REVENUE SERVICE	FICA		733.33
			Medicare		171.50
			Retirement 401		531.84
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE		28.79
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAR AMBULANCE REIMBURSEMEN		1,650.19
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity		10.42
			Amerian Fidelity		10.42
		WEX INC	AMB FUEL		375.62
		HSA BANK	HSA Contribution		37.50
			HSA Family/Dep. Contributi		225.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		6.42
			Group Dependent Life Ins		6.42
			Group Life Ins and Buy Up		18.90
			Group Life Ins and Buy Up		18.90
			Group Life Ins and Buy Up		4.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	27	AMOUNT
			Group Life Ins and Buy Up		4.15
			Short Term Disability Ins		23.20
			Short Term Disability Ins		23.20
			Short Term Disability Ins		9.24
			Short Term Disability Ins		9.24
			TOTAL:		7,404.45
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums		21.10
			Dental Insurance Premiums		21.10
			Health Insurance Contribut		64.06
			Health Insurance Contribut		64.06
			Vision Insurance Contribut		14.56
			Vision Insurance Contribut		14.56
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		1.96
		MO DEPT OF REVENUE	State Withholding		51.80
		INTERNAL REVENUE SERVICE	Fed WH		172.62
			FICA		278.77
			Medicare		65.19
		ICMA	Retirement 457		89.00
			Loan Repayments		44.51
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		37.13
			American Fidelity		37.13
			Amerian Fidelity		14.94
			Amerian Fidelity		14.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax		7.88
			Texas Life After Tax		7.88
			TOTAL:		1,025.15
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums		49.52
			Dental Insurance Premiums		49.52
			Dental Insurance Premium		17.76
			Dental Insurance Premium		17.76
			Health Insurance Contribut		221.23
			Health Insurance Contribut		221.23
			Health Insurance Contribut		930.51
			Health Insurance Contribut		930.51
			Vision Insurance Contribut		14.56
			Vision Insurance Contribut		14.56
			Vision Insurance Contribut		1.96
			Vision Insurance Contribut		1.96
		AMEREN MISSOURI	1111 LCF RD WELL 3/8-4/8/1		11.24
			LCF RUNWAY LTS 2/27-3/28/1		30.27
			LCF FIREHOUSE 2/27-3/29/19		291.72
			KAISER TERMNAL BLDG 3/8-4/		294.90
			HANGAR 2 LCF 3/8-4/8/19		19.06
			LCF NEW AP HANGAR 3/8-4/8/		111.23
		INTERNAL REVENUE SERVICE	FICA		278.77
			Medicare		65.19
		ICMA	Retirement 401		250.39
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		10.42
			American Fidelity		10.42
		WEX INC	LCF FUEL		66.20
			LCF GPS		50.00
			LCF VEH MAINT		6.00
		HSA BANK	HSA Contribution		37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	28	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	HSA Family/Dep. Contributi		120.00
			Group Dependent Life Ins		2.78
			Group Dependent Life Ins		2.78
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		7.49
			Group Life Ins and Buy Up		7.49
			Short Term Disability Ins		9.28
			Short Term Disability Ins		9.28
			Short Term Disabiilty Ins		8.57
			Short Term Disabiilty Ins		8.57
			TOTAL:		4,195.75
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums		31.66
			Dental Insurance Premiums		31.66
			Health Insurance Contribut		16.02
			Health Insurance Contribut		16.02
			Health Insurance Contribut		61.16
			Health Insurance Contribut		61.16
			Vision Insurance Contribut		2.24
			Vision Insurance Contribut		2.24
			Vision Insurance Contribut		7.84
			Vision Insurance Contribut		7.84
		MO DEPT OF REVENUE	State Withholding		70.20
		INTERNAL REVENUE SERVICE	Fed WH		187.93
			FICA		212.20
			Medicare		49.63
		ICMA	Retirement 457		30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		32.40
			American Fidelity		32.40
			Amerian Fidelity		9.96
			Amerian Fidelity		9.96
			TOTAL:		872.52
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums		74.28
			Dental Insurance Premiums		74.28
			Health Insurance Contribut		232.63
			Health Insurance Contribut		232.63
			Health Insurance Contribut		992.98
			Health Insurance Contribut		992.98
			Vision Insurance Contribut		2.24
			Vision Insurance Contribut		2.24
			Vision Insurance Contribut		7.84
			Vision Insurance Contribut		7.84
		AMEREN MISSOURI	GG AP HANGAR 2/27-3/28/19		30.58
			AP RD TBLC EXT D 2/27-3/28		311.05
			GG AP SHOP 2/27-3/28/19		39.14
			GG AP 2/27-3/28/19		12.37
			GG TBLC EXT D 2/27-3/28/19		22.84
			GG AP HANGAR 2/27-3/28/19		17.93
			GG AP SLEEPY 2/27-3/28/19		14.54
		INTERNAL REVENUE SERVICE	FICA		212.20
			Medicare		49.63
		ICMA	Retirement 401		213.08
		LOWE'S	ELECTRICAL SUPPLIES		7.24
		WEX INC	GG GPS		25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	29	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi		180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins		2.57
			Group Dependent Life Ins		2.57
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		7.56
			Group Life Ins and Buy Up		2.12
			Group Life Ins and Buy Up		2.12
			Short Term Disability Ins		8.12
			Short Term Disability Ins		8.12
			Short Term Disabiilty Ins		4.28
			Short Term Disabiilty Ins		4.28
			TOTAL:		3,804.84

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

10	General Fund	127,695.64
20	Transportation	155,320.47
30	Water Fund	18,145.95
35	Sewer Fund	30,140.97
40	Ambulance Fund	10,652.11
45	Lee C. Fine Airport Fund	5,220.90
47	Grand Glaize Airport Fund	4,677.36

GRAND TOTAL: 351,853.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	30	AMOUNT
NON-DEPARTMENTAL	General Fund	CAMDEN COUNTY RECORDER OF DEEDS	PROPERTY RESEARCH VIA EMAIL		2.00
			TOTAL:		2.00
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	PLANT FOR DAN MILLS		50.00
		ALPHAGRAPHS OF OSAGE BEACH	J.OLIVARRI BUSINESS CARDS		39.50
			TOTAL:		89.50
City Administrator	General Fund	ALPHAGRAPHS OF OSAGE BEACH	J.WOODS/M.WELTY BUSINESS C		79.00
			TOTAL:		79.00
City Clerk	General Fund	ALPHAGRAPHS OF OSAGE BEACH	T.BERRETH/D.URLICKS BUS CA		79.00
			TOTAL:		79.00
City Treasurer	General Fund	ALPHAGRAPHS OF OSAGE BEACH	K.BELL/A.WHITE BUS CARDS		79.00
		STAPLES BUSINESS ADVANTAGE	TONER, STAPLE REMOVER, POST		76.66
			TOTAL:		155.66
Municipal Court	General Fund	MO VOCATIONAL ENTERPRISES	BUSINESS CARDS- M.TAYLOR		16.00
			TOTAL:		16.00
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES		336.00
		ALPHAGRAPHS OF OSAGE BEACH	E.RUCKER BUSINESS CARDS		39.50
			TOTAL:		375.50
Building Inspection	General Fund	AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE		91.87
		HEDRICK MOTIV WERKS LLC	AC REPAIR LIC# BD1		95.00
		ALPHAGRAPHS OF OSAGE BEACH	WHITE/PHELPS/OLIVER BUS CA		118.50
			TOTAL:		305.37
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	SLIMLINE INSERT X 2		43.31
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & STIR STICKS		51.74
			COFFEE & HOT CHOCOLATE		104.85
		AB PEST CONTROL INC	CH PEST CONTROL		125.00
		STAPLES BUSINESS ADVANTAGE	TRASH CAN LINERS		113.91
			PAPER TOWELS, RENUZIT, URNL		176.76
			16OZ FOAM CUPS		27.42
			BATHROOM TISSUE		142.53
		CROWN LINEN SERVICE INC	CH FLOOR MATS		61.25
		CHEM-AQUA INC	WATER TREATMENT FOR HVAC		885.60
		GEO SERVICES LLC	WORK ON FLUID COOLER, ADD		651.58
			PARTS/LABOR ON FLUID COOLE		786.78
		UNITED PARCEL SERVICE INC	RETRN SHIPPING-TREADMILL P		1,165.27
			TOTAL:		4,336.00
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGE RESTOC		1,618.07
		ADVANCED TURF SOLUTIONS INC	FIELD APPLICATION		64.36
			FIELD SUPPLIES		1,825.60
			FIELD MAINTENANCE PROGRAM		810.77
		WALMART COMMUNITY/GEGRB	CONCESSION SUPPLIES		65.29
			CONCESSION SUPPLIES		118.08
			CONCESSION SUPPLIES		30.34
		AT&T MOBILITY-CELLS	PARK CELL PHONE		91.62
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR CITY PARK		99.44
		SOUTHWEST STONE SUPPLY INC	MULCH		84.75
		ALPHAGRAPHS OF OSAGE BEACH	PARK SPONSOR SIGN- CASEY'S		306.50
		TURFMARK SERVICES LLC	LASER GRADING CP FIELDS 1&		750.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	31	AMOUNT
		MPR SUPPLY CO	IRRIGATION SUPPLIES		23.23
		SPRINGFIELD GROCER COMPANY dba SGC FOO	BUILDING SUPPLIES		234.60
			CONCESSION SUPPLIES		1,781.14
		JESSICA FRANKLIN dba MISSOURI CRAFT SU	2019 LEAGUE SHIRTS/HATS		3,441.00
		CENTRAL MO EXCAVATION	SINK REPAIR @ CITY PARK		175.00
		DONNA J BELKER dba SPORTSFIELDS4U	DIAMONDPRO INFIELD CONDITI		4,400.00
			TOTAL:		15,919.79
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	CATERING-MGMT/SUPERVISOR T		515.00
		ALPHAGRAPHS OF OSAGE BEACH	C.LEIGH BUSINESS CARDS		39.50
			TOTAL:		554.50
Overhead	General Fund	ELECTRONICS UNLIMITED	FINAL MITEL INSTALL FEES		600.00
		TYLER TECHNOLOGIES INC	ADDING SIGNATURE-T.BERRETH		138.00
		WILLIAMS KEEPERS LLC	2018 AUDIT BILLING #4		3,000.00
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL		226.42
			TOTAL:		3,964.42
Police	General Fund	WALMART COMMUNITY/GEGRB	MEMORY CARD- PATROL CAMERA		7.98
			LIC PLATE BULB - PD 32		4.58
			HEADLIGHT - CAR 32		37.76
		LEON UNIFORM CO INC	UNIFORMS- S.OWENS		65.00
			UNIFORMS- P.LEYVA		121.00
		DALE A DISTLER DBA	EQUIP C/O FOR PD20, CAR 17		275.00
		BIG O TIRES AND SERVICE CENTERS	TIRES, MOUNT, ALIGNMNT - P		745.84
		TURN KEY MOBILE INC	RIVETED SHORT CLEVIS W/ AN		123.00
		HEDRICK MOTIV WERKS LLC	SPOTLIGHT REPAIR - PD16		60.00
			BRAKE PADS, ROTORS - PD33		238.25
			TIRE ROTATION PD19		65.00
		STAPLES BUSINESS ADVANTAGE	PENS,POST ITS, STAPLER		46.40
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE		202.87
			TOTAL:		1,992.68
911 Center	General Fund	WALMART COMMUNITY/GEGRB	SWIFFER		11.97
			MOUSE		12.88
		WIRELESS USA INC	MAY SERVICE CONTRACT		225.00
		MO STATE HWY PATROL	MULES CHARGES APR-JUNE 201		210.00
			TOTAL:		459.85
Planning	General Fund	ALPHAGRAPHS OF OSAGE BEACH	C.PATTERSON BUSINESS CARDS		39.50
			TOTAL:		39.50
Information Technology	General Fund	TYLER TECHNOLOGIES INC	CREDIT FOR W-2 PROCESSING		137.50
			EXECUTIME TRAINING		718.75
			EXECUTIME TRAINING		281.25
			EXECUTIME ADV SCHEDULING		218.75
		AT&T INTERNET/IP SERVICES	POLICE LAPTOPS 3/13-4/12		1,260.76
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES		53.54
			INTERNET CONNECTION		3.45
		ALPHAGRAPHS OF OSAGE BEACH	K.ATKINS BUSINESS CARDS		39.50
		CIVIC PLUS	ANNUAL FEE		6,017.71
		INFINITECH CONSULTING LLC	WYSE TERM/WINDOWS 10 UPGRA		10,000.00
			TOTAL:		18,456.21
Economic Development	General Fund	AMAZON CAPITAL SERVICES INC	TALLY COUNTER PK OF 6		16.98
			TOTAL:		16.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	32	AMOUNT
Transportation	Transportation	CAPITAL MATERIALS LLC	2"CLEAN, 1" BASE FOR PASSO		108.45
			SUPPLIES FOR OIL FURNACE		42.86
		EZARDS	3/4" ELBOW FOR IRRIGATION		3.96
			SUPP FOR TORCH-OZARK MEADO		18.99
			EQUIP FOR TORCH-OZARK MEAD		56.97
			EQUIP FOR TORCH-OZARK MEAD		56.97
			PICKUP TOOL FOR INMATE WOR		56.97
			PICKUP TOOL FOR INMATE WOR		27.99
		WALMART COMMUNITY/GEGRB	HANDY JOHN SUPPLIES		22.02
			CHAIN & STEEL GRAB HOOK		90.42
		FASTENAL CO	ALLOY STEEL GRAB HOOK		46.65
			HEX NUTS, IMPACT SETTER		17.41
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS		49.00
			TRANS DEPT FLOOR MATS		4.97
			TRANS DEPT UNIFORMS		52.08
			TRANS DEPT FLOOR MATS		4.96
		GB MAINTENANCE SUPPLY	PERF PAPER TOWELS		25.57
			ROLL PAPER TOWELS		29.63
		ALLEN SURVEYING INC	CAYMAN BEACH PHASE II		85.00
		ECONO SIGNS & BARRICADE LLC	STREET SIGN POSTS		621.08
		KNAPHEIDE TRUCK INC	LENS COVERS FOR F550 TRUCK		69.00
		NU WAY CONCRETE FORMS CENTRAL INC	RIDE-ON 1.5 TON ROLLER		9,350.00
		CONSOLIDATED ELECTRICAL DISTR, INC	TRANS CONTRACTOR FOR STREET		364.00
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL		35.00
		BOWLING ELECTRIC MACHINE	250 WATT HI PRESS SODIUM L		84.00
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING FEES-SILVERLEAF		1.00
		PRECISION AUTO & TIRE SERVICE LLC	REPAIR AC/SERP BELT-LIC# M		1,111.00
			TIRE REPAIR- LIC# MO 56		20.00
			TRANS DEPT CELL PHONES		89.76
		AT&T MOBILITY-CELLS	GRAVEL FOR SUMMIT CIR		126.50
			GRAVEL FOR PASSOVER		166.91
		MAGRUDER LIMESTONE CO INC	TRANSPORTATION		75.47
		XEROX CORPORATION DBA XEROX FINANCIAL	ANNUAL TRAFFIC SIGNAL CHEC		2,500.00
		REINHOLD ELECTRIC INC	MACE RD PHASE 2 2/23-3/29/		4,260.00
		BARTLETT & WEST INC	BLADES FOR RAPTOR MOWER		168.24
		AMAZON CAPITAL SERVICES INC	GRAPPLE BUCKET RENTAL		264.00
		MCS RENTALS	OLEAN SEED COMPANY:FESCUE		170.00
		ONE TIME VENDOR OLEAN SEED COMPANY	TOTAL:		20,276.83
Water	Water Fund	FASTENAL CO	COATED GLOVES		50.08
			CHAIN & STEEL GRAB HOOK		90.42
			JOBBER DRILL BITS		20.10
			SAFETY GLASSES		2.52
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS		37.34
			WATER DEPT FLOOR MATS		4.97
			WATER DEPT UNIFORMS		37.34
			WATER DEPT FLOOR MATS		4.97
		SCHULTE SUPPLY INC	5/8" NEPTUNE METERS & ANTE		3,699.00
		CONSOLIDATED ELECTRICAL DISTR, INC	LIGHTING PHOTOCNTROL		13.99
		BOWLING ELECTRIC MACHINE	CHEMICAL PUMP FOR WELLS		168.50
		CORE & MAIN LP	TSPARTS-REPAIR AT SHORTY P		177.82
			PARTIAL RETURN RE INV#K340		140.68
		AT&T MOBILITY-CELLS	DECHLORINATOR TABS		146.00
			WATER DEPT CELL PHONES		188.69
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR HOLIDAY SHORES		27.14
			GRAVEL		31.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	33	AMOUNT
		LO ENVIRONMENTAL LLC	WATER TESTING		25.00
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER		75.47
		SIDENER ENVIRONMENTAL SERVICES INC	WALCHEM PUMP SN# U03190254		496.00
			SPARE PARTS KIT & SUPPLIES		<u>479.58</u>
			TOTAL:		5,636.07
Sewer	Sewer Fund	EZARDS	PLUGS		11.98
			PIPE CUTTER		19.99
			UNION FOR STATION 50 REPLU		19.99
			HAND TOOL & ACCESSORIES		9.39
			DAWN, SPRAYER, WINDSHIELD WA		9.97
			UNION FOR GRINDER STATION		39.98
		WATER & SEWER SUPPLY INC	PARTS FOR COVE RD SEWER		2,221.02
			PARTS FOR COVE RD SEWER		271.97
		FASTENAL CO	GLOVES		98.51
			SAFETY GLASSES		15.31
			DRILL BITS		51.00
			CHAIN & STEEL GRAB HOOK		90.41
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS		46.26
			SEWER DEPT FLOOR MATS		4.96
			SEWER DEPT UNIFORMS		43.18
			SEWER DEPT FLOOR MATS		4.97
		EWT HOLDINGS III CORP	ODOPHOS PLUS CL		10,333.28
			ODOPHOS PLUS CL		9,848.58
			ODOPHOS PLUS CL		9,895.74
			ODOR CONTROL		750.00
			ODOR CONTROL		1,025.00
			ODOR CONTROL		212.84
		TALLMAN COMPANY	THREAD SEALER		17.18
			REPLUMB PARTS		15.20
			STOCK REPLUMB PARTS		51.88
			STOCK PLUMBING PARTS		61.94
		MUNICIPAL EQUIPMENT CO	STOCK 2019 PUMPS		89,660.80
			PUMP HEAD/ODOR CONTROL		233.73
		CONSOLIDATED ELECTRICAL DISTR, INC	ROTARY SWITCH		234.00
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MAR MONTHLY FLOWS		39,434.13
		BUTLER SUPPLY CO	FEED THRU & PLUG IN BREAKER		115.95
			RAIL MOUNT FOR PANEL COMPO		23.15
			FEED THRU BREAKER		101.18
			FEED THRU BREAKER		101.18
		CORE & MAIN LP	BAND CLAMP-SPINDRIFTER MN		233.14
			SEWER PARTS - ROCKWOOD CT		1,081.18
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES		242.23
		LO ENVIRONMENTAL LLC	WASTEWATER TESTING		125.00
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER		75.47
		MCS RENTALS	HAMMER DRILL RENTAL		<u>40.00</u>
			TOTAL:		166,871.67
Ambulance	Ambulance Fund	AT&T INTERNET/IP SERVICES	AMB LAPTOPS 3/13-4/12		86.46
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		365.41
		ZOLL MEDICAL CORP	LITHIUM ION BATTERY-SOLE SO		852.64
		STAPLES BUSINESS ADVANTAGE	BLK TONER		<u>60.22</u>
			TOTAL:		1,364.73
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	CLEANING SUPPLIES		14.81
		GB MAINTENANCE SUPPLY	BATHROOM SUPPLIES		112.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	34	AMOUNT
		NAEGLER OIL CO	LCF JET FUEL		19,568.15
			LCF JET FUEL		7,120.68
		CRAWFORD, MURPHY & TILLY INC	LCF TAXIWAY RECON 2/23-3/2		4,271.69
		ONE TIME VENDOR STINGER WELDING	STINGER WELDING:HANGAR REP		85.00
			TOTAL:		31,173.19
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	5/8" DRILL BIT		18.99
			OIL, TRIMMER HEAD		27.98
			NAILS/SPIKES		6.76
		WALMART COMMUNITY/GEGRB	COFFEE, CREAMER,OFFICE SUP		34.64
			WIPER BLADES		17.88
		GB MAINTENANCE SUPPLY	BATHROOM SUPPLIES		56.43
		O'REILLY AUTOMOTIVE STORES INC	GEAR LUBRICANT		13.98
		EDWARD A BARCHENSKI JR DBA CJ ELEC	OUTLET INSTALL, BEACON REP		540.00
			TOTAL:		716.66

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

10	General Fund	46,841.96
20	Transportation	20,276.83
30	Water Fund	5,636.07
35	Sewer Fund	166,871.67
40	Ambulance Fund	1,364.73
45	Lee C. Fine Airport Fund	31,173.19
47	Grand Glaize Airport Fund	716.66

GRAND TOTAL:	272,881.11
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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



✓ 100035
Planning Dept: _____
Sewer Dept: _____
License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 4-22-19 Date Application Received: 4/23/19
Name of Establishment: Lake of the Ozarks Brewing Co. LLC
Mailing Address: 375 Ginny Dr Linn Creek, Mo 65052
Applicant Name: Jacob Schuster
(As it is to appear on license. If corporation, name of corporation and managing officer)

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

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

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

City of Osage Beach

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Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

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

Date Submitted: 04/19/19

Agenda Item Title:

Bill 19-21 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-006 with Stockman Construction for the reconstruction of Dorothy Lane.

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

Requested Action:

- ☐ Motion to Approve
- ☐ First Reading of Bill # _____
- ☒ Second Reading of Bill # 19-21
- ☐ 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: 20-00-773210 Special Road District Projects

FY <u>19</u> Budgeted Amount:	\$ <u>250,000.00</u>
Expenditures to Date <u>04/08/19</u> :	(\$ <u>0.00</u>)
Available:	\$ <u>250,000.00</u>
Requested Amount:	\$ <u>50,581.00</u>

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-21, Contract, Bid Tab

Department Comments and Recommendation:

This is a Osage Beach Special Road District Project to reconstruct Dorothy Lane off of Sunset Drive. We opened bids on March 26, 2019. There were 3 bidders. Stockman Construction was the low bidder with a bid amount of \$50,581.

The Osage Beach Special Road District is funding this project at 100%. The Osage Beach Special Road District met on March 27, 2019, and they are good with proceeding.

We have done work with Stockman Construction in the past with good results. They are the contractor that worked on Nichols Road between Osage Beach Parkway and Highway 54.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on April 18, 2019.

Per City Code 110.230, Bill 19-21 is in correct form as per City Attorney.

In 2017, the Board of Aldermen approved the department to use staff time to complete the design of the project due to the approval by the OBSRD to fund the project.

This is a FY2019 budgeted project and I concur with the Public Works Director's recommendation.

BILL NO. 19-21

ORDINANCE NO. 19.21

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-006 WITH STOCKMAN CONSTRUCTION FOR THE RECONSTRUCTION OF DOROTHY LANE

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-006 with Stockman Construction for the reconstruction of Dorothy Lane, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed two hundred fifty thousand, five hundred eighty-one dollars and no/100 dollars (\$50,581.00).

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

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

READ FIRST TIME: April 18, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.21 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.21.

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

DOROTHY LANE RECONSTRUCTION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Stockman Construction Corp.**, a Missouri Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

DOROTHY LANE RECONSTRUCTION

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Fifty thousand five hundred eighty-one dollars and zero cents (\$50,581.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

DOROTHY LANE RECONSTRUCTION

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 2019, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____
_____ of Stockman Construction Corp., and that the seal affixed to said instrument is the corporate seal of said
corporation by authority of its board of directors, and said _____ acknowledged said instrument
to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION

City of Osage Beach, MO

Dorothy Lane Reconstruction

Osage Beach Project # OB19-006

3/26/2019

Bids			Engineer Estimate		Stockman Construction		B & P Patterson, LLC		Travis Hodge Hauling, LLC	
Item No.	Description	Est. Quantity Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization	1 LS	\$5,000.00	\$ 5,000.00	\$1,300.00	\$ 1,300.00	\$6,500.00	\$ 6,500.00	\$10,000.00	\$ 10,000.00
2	Subgrade Preparation	525 SY	\$15.00	\$ 7,875.00	\$12.00	\$ 6,300.00	\$10.00	\$ 5,250.00	\$17.00	\$ 8,925.00
3	Remove and Replace Subgrade	61 SY	\$34.00	\$ 2,074.00	\$33.00	\$ 2,013.00	\$45.00	\$ 2,745.00	\$22.00	\$ 1,342.00
4	Rip Rap	11 SY	\$60.00	\$ 660.00	\$60.00	\$ 660.00	\$49.00	\$ 539.00	\$80.00	\$ 880.00
5	18" Corrugated Metal Pipe	70 LF	\$60.00	\$ 4,200.00	\$50.00	\$ 3,500.00	\$60.00	\$ 4,200.00	\$45.00	\$ 3,150.00
6	Flared End Section	1 Each	\$250.00	\$ 250.00	\$200.00	\$ 200.00	\$300.00	\$ 300.00	\$500.00	\$ 500.00
7	Curb Inlet with Concrete Flume	1 LS	\$6,500.00	\$ 6,500.00	\$4,000.00	\$ 4,000.00	\$7,700.00	\$ 7,700.00	\$4,900.00	\$ 4,900.00
8	Gravel for Driveway Extensions	105 SY	\$25.00	\$ 2,625.00	\$9.00	\$ 945.00	\$13.00	\$ 1,365.00	\$9.00	\$ 945.00
9	6" Aggregate Base for Roadway	428 SY	\$18.00	\$ 7,704.00	\$13.00	\$ 5,564.00	\$13.00	\$ 5,564.00	\$16.25	\$ 6,955.00
10	2" Bituminous Stabilized Base	53 Ton	\$90.00	\$ 4,770.00	\$125.00	\$ 6,625.00	\$112.00	\$ 5,936.00	\$132.00	\$ 6,996.00
11	2" Bituminous pavement	53 Ton	\$95.00	\$ 5,035.00	\$132.00	\$ 6,996.00	\$120.00	\$ 6,360.00	\$140.00	\$ 7,420.00
12	Roll Back Curb & Gutter	200 LF	\$38.00	\$ 7,600.00	\$32.00	\$ 6,400.00	\$32.00	\$ 6,400.00	\$50.00	\$ 10,000.00
13	Seeding, Fertilizer, and Mulch	154 SY	\$3.00	\$ 462.00	\$7.00	\$ 1,078.00	\$10.00	\$ 1,540.00	\$13.00	\$ 2,002.00
14	Force Account	1 LS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
Total Bid			\$59,755.00		\$50,581.00		\$59,399.00		\$69,015.00	

City of Osage Beach

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Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

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

Date Submitted: 04/19/19

Agenda Item Title:

Bill 19-22 - An ordinance of the City of Osage Beach, Missouri, amending Section 325.060 relating to traveling through roundabouts and designating roundabouts by adding a new designation to subsection F.

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

Requested Action:

- ☐ Motion to Approve
- ☐ First Reading of Bill # _____
- ☒ Second Reading of Bill # 19-22
- ☐ Resolution # _____

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

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-22

Department Comments and Recommendation:

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

Addition listed in BOLD on Bill 19-22.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on April 18, 2019.

Per City Code 110.230, Bill 19-22 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

BILL NO. 19-22

ORDINANCE NO. 19.22

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

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

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

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

Section 325.060. Roundabout Islands and Intersections.

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

4. Mace Road

Section 2. Severability

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

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

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

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

READ FIRST TIME: April 18, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.22 was duly passed on the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE the above ordinance 19.22.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Eric Hibdon, Public Works SupervisorDate Submitted: 04/19/19**Agenda Item Title:**

Bill 19-24 An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to execute a contract with Tracker Software Corporation (dba Pub Works) for GIS Based Asset Management Software.

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

Motion to Approve

☒First Reading of Bill # 19-24☐

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: Multiple Departments - See comments for breakdownFY 19 Budgeted Amount: \$ 60,000.00Expenditures to Date 04/23/19: (\$ 0.00)Available: \$ 60,000.00Requested Amount: \$ 28,220.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-24; PubWorks Contract

Department Comments and Recommendation:

A request for proposals was sent out for a GIS based asset management software. This software will replace the current software that Public Works uses for Work Orders. It was requested an easy to use, mobile friendly software that is highly compatible with our existing GIS system and hardware. The software has to have an inventory component, a fleet management component and work order component.

6 vendors submitted proposals. (Tyler Tech., Elements, Mears, HiperWeb, PubWorks, Lucity). We requested all 6 vendors to do a presentation and representatives from IT and Public Works were involved with the presentations. It was the consensus of the group that PubWorks was the best solution for the City.

PubWorks was contacted and asked if they would provide the Public Works Department the opportunity to demo the product. They provided us a link to their software. PubWorks sent their Customer Support manager to train a Public Works employee to use the software. The employee tested the software from start to finish for work orders. The employee found the software very user friendly, and very robust. It was also evaluated on analyzing data once work orders are completed. This software will provide Public Works with a robust platform for Asset Management. Also to note, this software has the ability to allow customers to submit a service request through the web. We anticipate utilizing this 6 months after implementation to get accustomed to the software. The City of Lake Ozark utilizes portions of this software and gave us great reviews.

The first year cost for this software is \$28,220 which includes License Cost, installation, training and annual support, and cloud hosting. The cost after year one will be an annual maintenance and cloud hosting \$4,070, which PubWorks has agreed to hold through the 3rd year of service.

The budgeted amount is \$60,000. The budgeted amount was based upon preliminary discussion with several different vendors and it felt appropriate to budget that amount due to variability issues. The program cost is split between the Transportation, Water, and Sewer Funds, and will be coded as follows:

	Budgeted	Expended to date	Amount Available	Requested
20-00-774251	\$20,000	\$0.00	\$20,000	\$9,406.67
30-00-774251	\$20,000	\$0.00	\$20,000	\$9,406.66
35-00-774251	\$20,000	\$0.00	\$20,000	\$9,406.67

It is recommended to award to PubWorks. They have indicated that the setup and installation time would be 60 days. The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-24 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

BILL NO. 19-24

ORDINANCE NO. 19.24

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRACKER SOFTWARE CORPORATION (dba PUB WORKS) FOR GIS BASED ASSET MANAGEMENT SOFTWARE

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Tracker Software Corporation (dba Pub Works) for GIS Based Asset Management Software, substantially under the terms set forth in the attached contract (Exhibit "A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed Twenty-eight Thousand Two Hundred Twenty Dollars. (\$28,220.00)

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. 19.24 was duly passed on Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes:

Nays:

Abstain

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.24.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

RFP for GIS Based Asset Management/Work Order System

PREPARED FOR:

CITY OF OSAGE BEACH, MO

PREPARED BY:



**PubWorks was established in 1997.
Software specifically designed for Public Works Departments
across the US and Canada.**

ASSET MANAGEMENT | JOB COSTING CORE

**Fleet
Maintenance**

Mobile

**Work
Orders**

MapViewer

**Service
Requests**



City of Osage Beach RFP Pricing Form

Proposal for GIS Based Asset Management/Work Order System

City Clerk

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

Submitted By: PubWorks
Date Submitted: March 21, 2019

Cost Sheet (Pricing Details included in Appendix A)

Enterprise License Cost	\$ 17,350
Installation, Configuration, Professional Services	\$ 2,900
Any additional Hardware/Software Requirements	(Requirements detailed on Page 10)
Training (On-site, hands-on, City data)	\$ 3,900
Annual Cost/Support (See notes below)	\$ 3,470 (\$4,070 if Cloud)
Pre-built Work Flow Templates	\$ N/A

Templates Included:

Pre-built Work Flow Templates (if priced individually)

Water	\$ N/A
Sewer	\$ N/A
Streets	\$ N/A
Fleet Management	\$ N/A

****Prices should remain effective up to one year past the award date for additional purchases.**

TOTAL COST: \$ 27,620 (\$28,220 if Cloud Option)

Implementation Start Date (estimated) Week of May 6, 2019

Time Frame to Completion (days, weeks, months) Approximately 60 Days

Note: First six months of Annual Software Maintenance is free. Full annual term will be invoiced after the initial six months. Annual Software Maintenance fee will remain fixed through the end of the 3rd year of service.

Addendum A- Pricing Details

- 1. Enterprise Licensing includes an unlimited-user license for the following PubWorks modules. Only the Asset Management/Job Costing Core Module is required.**
 - a. Asset Management/Job Costing Core Module: \$7,600
 - b. Service Requests (Reactive/Unplanned maintenance): \$1,250
 - c. Work Orders (Planned/Preventative Maintenance): \$1,250
 - d. Fleet Maintenance: \$1,750
 - e. Inspections: \$1,250
 - f. GIS MapViewer: \$1,750
 - g. PubWorks Mobile Application: \$1,750
 - h. Online Service Request: \$750
- 2. Installation, Configuration & Professional Services includes the following:**
 - a. Initial Set-up and installation of software (4 Hours)
 - b. Data Conversion (8 Hours): Spreadsheets with basic listing data (no transactional/historical data included per discussion with City) for Employee, Equipment and Materials/Parts.
 - c. GIS Data Conversion (\$100/Layer): Conversion of initial data contained within the City's ArcGIS system for the following (9) asset types, as discussed with the City. e City.
 - i. Water lines
 - ii. Sewer lines
 - iii. Hydrants
 - iv. Meters
 - v. Streets
 - vi. Lift Stations
 - vii. Grinder Stations
 - viii. Street Culverts
 - ix. Drop Inlets
 - d. Set-up and Configuration of (8) Mobile devices, as discussed with the City: \$500
- 3. Onsite Training with City Data (4-Days): \$3,900**



The parties agree to the terms contained within this document, and as such have executed this agreement by their duly authorized officers, or agents on the dates indicated below:

Tracker Software Corporation (dba PubWorks)

City of Osage Beach

Peter D. Anzalone, President

Name & Title

Date:_____

Date:_____

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 04/18/19**Agenda Item Title:**

Bill 19-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-007 with Higgins Asphalt Paving Company for the road improvements for Rowan Road.

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

Motion to Approve

☒First Reading of Bill # 19-25☐

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: 20-00-773210 Special Road District ProjectsFY 19 Budgeted Amount: \$ 250,000.00Expenditures to Date 04/18/19: (\$ 0.00)Available: \$ 250,000.00Requested Amount: \$ 54,718.54Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-25; Contract; Bid Tab

Department Comments and Recommendation:

This is a Osage Beach Special Road District Project to reconstruct Rowan Road. We opened bids on April 18, 2019. There were 3 bidders. Higgins Asphalt Paving Company Inc. was the low bidder with a bid amount of \$54,718.54.

The Osage Beach Special Road District is funding this project at 100%.

We have done work with Higgins Asphalt Paving Company Inc. in the past with good results. They are the contractor that worked on Creek Cove Lane in 2017.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-25 is in correct form as per City Attorney.

In August 2018, the Board of Aldermen approved staff to work on design and inspection of the Rowan Road Improvements for this construction.

I concur with the Public Works Director's recommendation.

BILL NO. 19-25

ORDINANCE NO. 19.25

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OB19-007 WITH HIGGINS ASPHALT PAVING COMPANY FOR THE ROAD IMPROVEMENTS FOR ROWAN ROAD

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-007 with Higgins Asphalt Paving for the road improvements to Rowan Road, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed Fifty-Four Thousand, Seven Hundred Eighteen Dollars And Fifty-Four/100 dollars (\$54,718.54).

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. 19.25 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_____
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.25.

Date

ATTEST:

John Olivarri, Mayor_____
Tara Berreth, City Clerk

ROWAN ROAD IMPROVEMENTS

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Higgins Asphalt Paving Co., Inc.** a Corporation of Tipton, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

ROWAN ROAD IMPROVEMENTS

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Fifty-four thousand, seven hundred eighteen dollars and fifty-four cents (\$54,718.54)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

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

ROWAN ROAD IMPROVEMENTS

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 2019, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____
_____ of Higgins Asphalt Paving Co., Inc. and that the seal affixed to said instrument is the corporate seal of said
corporation by authority of its board of directors, and said _____ acknowledged said instrument
to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION

City of Osage Beach, MO

Rowan Road Improvements

Osage Beach Project # OB19-007

4/18/2019

Bids			Engineer Estimate		Higgins Asphalt Paving		Capital Paving		Stockman Construction	
Item No.	Description	Est. Quantity Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization	1 LS	\$5,000.00	\$ 5,000.00	\$2,800.00	\$ 2,800.00	\$5,900.00	\$ 5,900.00	\$7,150.00	\$ 7,150.00
2	Full Depth Removal (Asphalt)	32 SY	\$55.00	\$ 1,760.00	\$26.54	\$ 849.28	\$50.00	\$ 1,600.00	\$52.00	\$ 1,664.00
3	4" Perforated Edge Drain w/sock	140 LF	\$15.00	\$ 2,100.00	\$38.72	\$ 5,420.80	\$33.00	\$ 4,620.00	\$29.00	\$ 4,060.00
4	4" Non-Perforated Cross Drain	34 LF	\$15.00	\$ 510.00	\$58.63	\$ 1,993.42	\$33.00	\$ 1,122.00	\$39.00	\$ 1,326.00
5	12" CMP	15 LF	\$55.00	\$ 825.00	\$67.00	\$ 1,005.00	\$100.00	\$ 1,500.00	\$125.00	\$ 1,875.00
6	Drop Inlet	1 Each	\$4,500.00	\$ 4,500.00	\$2,560.00	\$ 2,560.00	\$4,500.00	\$ 4,500.00	\$3,650.00	\$ 3,650.00
7	Connection to Existing Storm Inlet	1 LS	\$1,200.00	\$ 1,200.00	\$385.34	\$ 385.34	\$700.00	\$ 700.00	\$920.00	\$ 920.00
8	4" Bituminous Stabilized Base	10 Ton	\$98.00	\$ 980.00	\$169.55	\$ 1,695.50	\$150.00	\$ 1,500.00	\$167.00	\$ 1,670.00
9	2" Bituminous Pavement	125 Ton	\$98.00	\$ 12,250.00	\$111.48	\$ 13,935.00	\$105.00	\$ 13,125.00	\$117.00	\$ 14,625.00
10	Asphalt Overlay Fabric	1,083 S.Y	\$9.00	\$ 9,747.00	\$3.30	\$ 3,573.90	\$5.00	\$ 5,415.00	\$5.50	\$ 5,956.50
11	Cold Milling Bituminous Pavement	435 SY	\$10.00	\$ 4,350.00	\$6.78	\$ 2,949.30	\$8.50	\$ 3,697.50	\$9.45	\$ 4,110.75
12	2' Dry Curb and Gutter	140 LF	\$45.00	\$ 6,300.00	\$89.65	\$ 12,551.00	\$45.00	\$ 6,300.00	\$55.25	\$ 7,735.00
13	Force Account	1 LS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
Total Bid			\$54,522.00		\$54,718.54		\$54,979.50		\$59,742.25	

City of Osage Beach

59

Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

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

Date Submitted: 04/19/19

Agenda Item Title:

Bill 19-26 - An ordinance of the City of Osage Beach, Missouri, amending Schedule II - Stop Signs, by establishing the location of a stop sign on Aver at Mace Road.

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

Requested Action:

☐

Motion to Approve

☒

First Reading of Bill # 19-26

☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:

Not Applicable ☒

Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-26

Department Comments and Recommendation:

This is to add a stop sign at the Aver Road Intersection with Mace Road to the list of stop signs in Schedule II - Stop Signs.

We have recently reconstruction this intersection. We would like to install a stop sign at this intersection.

The Public Works Department recommends approval.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-26 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II, STOP SIGNS, BY ESTABLISHING THE LOCATION OF A STOP SIGN ON AVER AT MACE ROAD.

Whereas, the Board of Aldermen find that the City Traffic Engineer acting under the authority of the Osage Beach Code of Ordinances Section 315.010, after careful consideration and evaluation, has found that hazards exist and under the authority of the Code of Ordinances Section 335.030 recommends placement of a stop sign as indicated herein.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding to Schedule II. STOP SIGNS on Aver Road at Mace Road.

Section 2. All drivers of motor vehicles shall stop at the STOP signs as located herein as prescribed in the City Traffic Code. Failure to stop shall be considered a misdemeanor offense and the violator subject to citation and fine.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 4. That 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. 19.26 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance 19.26.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

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Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

Originator: *(Name/Title)* Matt Vandevoort, Parks and Recreation Manager

Date Submitted: 04/22/19

Agenda Item Title:

Bill 19-27 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OBCA19-001 with Show Me Concrete Construction, LLC for the Peanick Park Basketball Court Project.

Presented by: *(Name/Title)* Matt Vandevoort, Parks and Recreation Manager

Requested Action:

☐

Motion to Approve

☒

First Reading of Bill # 19-27

☐

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:

All grant money must be spent by the end of August 2019.

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 10-10-773278 Park Improvements

FY 19 Budgeted Amount: \$ 156,450.00

Expenditures to Date 04/22/19: (\$ 20,608.24)

Available: \$ 135,841.76

Requested Amount: \$ 105,990.00

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-27; Contract; Bid Tab; Bid Form; Description of work

Department Comments and Recommendation:

This project is to purchase and install the new Peanick Park Basketball Court as described in the Description of Work enclosed. We received five bids. The low bidder is Show Me Concrete Construction, LLC with a bid \$105,990.00.

The amount budgeted for this project was \$88,000 within the 10-10-773278 Park Improvements line item; other projects are budgeted in Park Improvements. Since we are \$17,990.00 over budget on this particular project, we will forgo the budgeted Field 2 Outfield Reconstruction project in the amount of \$25,000.00, also budgeted within Park Improvements.

This is a LWCF grant reimbursable project.

We have not worked with Show Me Concrete Construction, LLC in the past, but references were good and they were the low bidder on our other grant projects.

This project should be completed by end of August 2019.

Parks and Recreation Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-27 is in correct form as per City Attorney.

I concur with the Parks & Recreation Manager's recommendation.

BILL NO. 19-27

ORDINANCE NO. 19.27

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OBCA19-001 WITH SHOW ME CONCRETE CONSTRUCTION, LLC FOR PEANICK PARK NEW BASKETBALL COURT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OBCA19-001 with Show Me Concrete Construction, LLC for Peanick Park New Basketball Court, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed One Hundred Five Thousand, Nine Hundred Ninety Dollars And Zero/100 dollars (\$105,990.00).

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. 19.27 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_____
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.27.

Date

ATTEST:

John Olivarri, Mayor_____
Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Show Me Concrete Construction LLC** a Missouri Limited Liability Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

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

Peanick Park Basketball Court Project

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One hundred and five thousand nine hundred and ninety dollars and zero cents (\$105,990.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Ninety (90)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION

Peanick Park Basketball Court Installation and Materials

FY2019 LWCF Grant

4/1/2019

Bids	Description	Budget Budget Amount	Show Me Concrete Construction		B&P Patterson Concrete & Construction		Mid State Pretroleum		All Inclusive Rec		Travis Hodge Hauling, LLC	
			Unit Size	Price	Unit Size	Price	Unit Size	Price	Unit Size	Price	Unit Size	Price
1 -	Court Materials	\$31,000.00		\$35,985.00		\$35,985.00		\$39,983.34				
2 -	Labor&Misc. Materials	\$57,000.00		\$70,005.00		\$74,375.00		\$75,767.59		\$129,868.40		\$180,000.00
	Total Bid	\$88,000.00		\$105,990.00		\$110,360.00		\$115,750.93		\$129,868.40		\$180,000.00

Peanick Park Basketball Court Project

BID FORM

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

Gentlemen:

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

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

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

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

No. <u>1</u>	Dated <u>3/07/19</u>
No. <u>2</u>	Dated <u>3/13/19</u>
<u>3</u>	<u>3/19/19</u>

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

TOTAL BID IN WRITING: One hundred five thousand, nine hundred and ninety dollars

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

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same

Peanick Park Basketball Court Project

site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

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

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

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

Dated at Osage Beach, MO this 1st day of April, 2019.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature] project manager
Signature and Title

David Conner
Typed or Printed Name

Doing Business As

Show Me Concrete Construction LLC
Name of Firm

Business Address of Bidder:

547 Sequoia Rd

Iberia MO 65486

Telephone No. 573-280-3895

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

DESCRIPTION OF WORK

This project consists of

Peanick Basketball Court Scope

A. Scope

1. Grade existing area as deemed appropriate to achieve 4" concrete subfloors, 100'x67'. Slab shall be a medium broom finish with level tolerances of $\pm 1/8"$ (3.2mm) in any 10' (3m) radius. Floor flatness and floor levelness (FF and FL) numbers are not recognized. High spots shall be ground level and low spots filled with approved leveling compound. The slab shall have a slope no more than 0.5%, or 1 inch in 16 feet, all in one plane. Optionally, concrete slab may be crowned at the court center line and sloping down at 0.5% towards the edge of slab.
2. The complete installation of Sport Court PowerGame two colored suspended modular athletic surfacing system, or approved equal, with ramp edging around the perimeter of court surface including the interlocking high-impact polypropylene copolymer tile of proprietary formulation and striping. Lines painted for Full Basketball Court and two Pickleball courts.
3. Two Sport Court ProSlam adjustable hoops, or approved equal, with 48" overhang, 42"x72" glass tempered backboards with pole and backboard pads, U-bolt anchor system, adjustable height, and two portable pickleball nets.
4. 350' of 10' tall black vinyl coated chain link fencing with two 4' walk gates.
5. Installation of all items to be completed by awarded contractor.

The city reserves the right to add or delete portions of the work to meet budgetary requirements.

All work shall be performed under a single contract.

END

ADDENDUM NO. 1

PEANICK PARK NEW BASKETBALL COURT PROJECT NO. OBCA19-001

This Addendum is hereby made a part of the Contract Documents for the above referenced project. Contract Drawings are hereby amended as described herein in accordance with Paragraph 3.4 Amending and Supplementing Contract Drawings of the General Conditions of the contract.

The bid time and date will remain **March 18, 2019 at 10:00 a.m.**

CHANGES AND/OR ADDITIONS TO THE SCOPE OF WORK

Add – 12' drive thru gate shall be included in the bid price.

Add – 4" of Aggregate Base Course shall be placed and compacted under concrete slab, this shall be included in the bid price.

CHANGES AND/OR ADDITIONS TO THE TECHNICAL SPECIFICATIONS

Add Technical Specification – 02821 Chain Link Fence

Add Technical Specification – 02725 Aggregate Base Course

ITEMS PROVIDED FOR CLARIFICATION/INFORMATION ONLY:

Add – The site area is fill material that was placed in 2016. No compaction test is necessary.

BE SURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM NO.1 IN YOUR BIDDING DOCUMENTS.

END OF ADDENDUM.

TECHNICAL SPECIFICATIONS
SECTION 02821
CHAIN LINK FENCE

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work of this section consists of furnishing and installing a 10' tall black vinyl coated chain link fence.

1.2 SUBMITTALS

- A. As specified in Section 01330.
- B. Manufacturer's certification that the fence, materials, fittings, and accessories meet specified requirements.
- C. Samples of PVC color in form of 6-inch length of actual fabric wire to be used, in color specified, and similar samples of PVC or polymer coating applied on posts, rails, and accessories in color specified.

1.3 QUALITY ASSURANCE

- A. Materials for fence and gates, including fittings and accessories, shall be products of one manufacturer.
- B. Provide a copy of ASTM F567-93 for use on the job site.

PART 2 PRODUCTS

2.1 ZINC-COATING STEEL FABRIC

- A. ASTM A392-96, 2 inch mesh, 0.148-inch diameter (9gauge) coated wire, Class 1 zinc coating, zinc coated before weaving.

2.2 PVC COATED STEEL FABRIC

- A. ASTM F668-96, class 2b, 2-inch mesh, 0.148-inch diameter (9 gauge), zinc coated, black in color comply with ASTM F934-96.

2.3 FRAMING

- A. Materials: ASTM D1083-96; standard weight (schedule 40) steel pipe; according to the heavy industrial requirements of ASTM F1043-inch, Group I A.
1. Top Rails: Nominal Pipe Size (NPS), 1-1/4-inch; actual OD, 1.660-inch; weight, 2.27 pounds/foot.
 2. Line or Intermediate Post: For fabric heights over 6 feet; NPS 2-inch; actual OD, 2.375-inch; weight 5.79 pounds/foot.
 3. End, Corner, and Pull Posts: For fabric heights over 6 feet; NPS, 2-1/2-inch; actual OD, 2.875-inch; weight, 5.79 pounds/foot.
- B. Coating: ASTM F1043-95; Type A zinc coating inside and out.
- C. Coating: ASTM F1043-95, Type A Apply metallic coating inside and out prior to application of PVC coating. Apply minimum 10-mil PVC color coating to outside. Match color of PVC coating to fabric.

2.4 FITTINGS AND ACCESSORIES

- A. Materials: Except as specified below, ASTM F626-96, hot-dip galvanized, PVC Polymer coated, pressed steel or cast iron. Fittings and accessories not specifically identified herein, but required for installation, shall conform to ASTM-F626-96.
1. Post Brace Assembly: Manufacturer's standard adjustable brace.
 - a. Brace: ASTM F1043-95, Group IA; NPS 1 1/4-inch; actual OD, 1.660-inch; weight, 2.27 pounds/foot.
 - b. Truss Rod Assembly: 3/8-inch diameter rods with adjustable tightener.
 2. Tension Wire: ASTM A824-95, finish to match fabric.

2.5 SWING GATES

- A. Swing Gates: ASTM F900-94; round tubular steel members; zinc and PVC Polymer coated in accordance with ASTM F1043-95 to match adjoining fence framework. Fabric shall be as specified for fence. Size gate frame and gate posts in accordance with ASTM F900-94.
1. Hinges: Designed to permit the gate to swing a full 180 degrees. Direction of swing shall be as shown. Open into the basketball court area.
 2. Latches: Plunger bar type of full gate height with positive locking gravity device. Details as shown.

2.6 CONCRETE

- A. Section 0330, minimum 28-day compressive strength of 3,000 psi.

PART 3 EXECUTION

3.1 FENCE INSTALLATION

- A. Except as specified below or as shown, install chain link fence in accordance with ASTM F567-93.
- B. Mechanical devices for setting posts are not acceptable.

3.2 GATE INSTALLATION

- A. Install plumb with tops of posts level. Adjust hinges and bracing, allowing gate to hang level and swing freely. Set socket for the cane or foot bolt in concrete, fitting plunger pin in socket.

PART 4 MEASUREMENT AND PAYMENT

4.1 CHAIN LINK FENCE AND CHAIN LINK GATE

- A. Payment shall be made as part of the lump sum price for Peanick Park Basketball Court Project as indicated on the Bid Form and shall be full compensation for all labor, equipment, materials, and incidentals required to provide a complete and acceptable product.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 02725
AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work of this section consists of furnishing and placing aggregate, on a prepared subgrade for a concrete slab and other incidental locations as shown on contract drawings.

1.2 SUBMITTALS

- B. As specified in Section 01330.
- C. If materials are obtained from a commercial source, submit certification from the supplier certifying that aggregate base course meets the requirements of this section.

PART 2 PRODUCTS

2.1 AGGREGATE

- A. Aggregate for base course shall conform to the requirements of MoDOT Section 1007, Aggregate for Base Course and shall be Type 5 aggregate as follows:
1. Coarse Aggregate: AASHTO T96-02 (2010), percentage of wear of not more than 55.
 2. Fraction passing No. 40 sieve shall have a liquid limit not to exceed 25 and a plasticity index of not more than 6, as determined by AASHTO T89-13 and T90-00 (2008), respectively. The fraction passing the No. 200 Sieve shall be less than one half that passing the No. 30 Sieve.
 3. Material, inclusive of filler, shall meet following screen analysis requirements by weight:

Sieve Size	Percent Passing
1-inch	100
½-inch	60 - 90
No. 4	40 - 60
No. 30	15 - 35
No. 200	3 - 15

2.2 FILLER

- A. Finely divided mineral matter such as rock or slag dust, hydrated lime, hydraulic cement, or other suitable mineral matter free from organic impurities and clay.

2.3 WATER

- A. Section 02332.

PART 3 EXECUTION

3.1 PLACING

- A. If the required compacted depth of the aggregate base course exceeds 6 inches, place course in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches.

3.2 MIXING

- A. Mix the aggregate by any one of the three following methods.
 - 1. Stationary Plant Method: Mix aggregate base course and appropriate amount of water for compaction in an approved mixer. After mixing, transport aggregate to the job site while it contains the proper moisture content and place on the roadbed with an approved aggregate spreader. Before compaction, remove excess moisture.
 - 2. Travel Plant Method: After the material for each layer has been placed through an aggregate spreader or windrow-sizing device, it shall be uniformly mixed by a traveling mixing plant.
 - 3. Road Mix Method: After placing each layer, mix materials at optimum moisture content using motor graders or other approved equipment until the moisture is uniform throughout.
- B. When commercial binders or fillers are used with aggregate, mix with a central mixing plant of the twin-pugmill type. Other methods that ensure a thorough and homogenous mixture may be used on written approval.

3.3 COMPACTION

- A. Compact each layer to a density of not less than 95 percent of the maximum density, as determined by AASHTO T180-10, Method D.

3.4 SURFACE FINISHING

- A. Use a smooth steel wheel roller for the final rolling of top surface base course. Water surface and evenly spread loose stones before final rolling. Make minimum of four passes.
- B. Compacted base course surface shall be smooth and free from waves and other irregularities. Unsatisfactory portions of base course shall be torn up, reworked, re-laid, and rerolled, at no additional expense to the City.

3.5 TOLERANCES

- A. Surface: The Contracting Officer will test finished surface of the base course with a 10-foot straightedge or other device. The variation between any two contacts with the surface shall not exceed 1/2 inch. Any areas not complying with these tolerances shall be reworked to obtain conformity.
- B. Width: Plan dimension, plus or minus 2 inches.
- C. Thickness: Plan dimension, plus or minus 1/2 inch.

3.6 MAINTENANCE

- A. Maintain base course in a satisfactory condition until surfaced or until final acceptance.

3.7 WEIGHT TICKETS

- A. The contractor will provide certified weight tickets for each load of accepted aggregate.

PART 4 MEASUREMENT AND PAYMENT**4.1 AGGREGATE BASE COURSE FOR CONCRETE**

- A. No separate measurement or payment shall be made for the installation of Base Course. It shall be considered incidental to the Bid Item to which it relates.

END OF SECTION

ADDENDUM NO. 2

PEANICK PARK NEW BASKETBALL COURT PROJECT NO. OBCA19-001

This Addendum is hereby made a part of the Contract Documents for the above referenced project. Contract Drawings are hereby amended as described herein in accordance with Paragraph 3.4 Amending and Supplementing Contract Drawings of the General Conditions of the contract.

CHANGES AND/OR ADDITIONS TO ADVERTISEMENT FOR BIDS

Delete: Second sentence of the first paragraph. "Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065 until 10:00 AM on Monday March 18, 2019.

Replace with: Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065 until 10:00 AM on Monday April 1, 2019.

ITEMS PROVIDED FOR CLARIFICATION/INFORMATION ONLY:

Add – The bid date has changed to address some issues, Addendum 3 will follow.

BE SURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM NO.2 IN YOUR BIDDING DOCUMENTS.

END OF ADDENDUM.

ADDENDUM NO. 3**PEANICK PARK NEW BASKETBALL COURT
PROJECT NO. OBCA19-001**

This Addendum is hereby made a part of the Contract Documents for the above referenced project. Contract Drawings are hereby amended as described herein in accordance with Paragraph 3.4 Amending and Supplementing Contract Drawings of the General Conditions of the contract.

The bid time and date will remain **April 1, 2019 at 10:00 a.m.**

CHANGES AND/OR ADDITIONS TO THE TECHNICAL SPECIFICATIONS

Delete: Technical Specification – 02821 Chain Link Fence

CHANGES AND/OR ADDITIONS TO THE CONTRACT DRAWINGS

Insert: Peanick Park New Basketball Court Fence Detail Drawing

BE SURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM NO.3 IN YOUR BIDDING DOCUMENTS.

END OF ADDENDUM.

City of Osage Beach

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Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

Originator: **(Name/Title)** Matt Vandevoort, Parks and Recreation Manager

Date Submitted: 04/22/19

Agenda Item Title:

Bill 19-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OBCA19-002 with Show Me Concrete Construction, LLC for Peanick Park Pavilion Project.

Presented by: **(Name/Title)** Matt Vandevoort, Parks and Recreation Manager

Requested Action:

☐	Motion to Approve
☒	First Reading of Bill # <u>19-28</u>
☐	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:

All grant money must be spent by the end of August 2019.

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 10-10-773280 Park Pavilions

FY <u>19</u> Budgeted Amount:	\$ <u>30,000.00</u>
Expenditures to Date <u>04/22/19</u> :	(\$ <u>0.00</u>)
Available:	\$ <u>30,000.00</u>
Requested Amount:	\$ <u>31,224.45</u>

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-28; Contract; Bid Tab; Bid Form; Description of work

Department Comments and Recommendation:

This project is to purchase and install new Pavilion at Peanick Park as described in the Description of Work enclosed. We received three bids. The low bidder is Show Me Concrete Construction, LLC with a bid of \$31,224.45. There were two additive bids for railing around pavilion and for a short sidewalk to be installed, but these items will not be pursued at this time due to budget constraints.

The original budget for this project is \$30,000.00. This project is over budget by \$1,224.45 and funds will be used from the Parks Improvements outfield project that will not be completed. A budget amendment will be completed upon project completion.

This is a LWCF grant reimbursable project.

We have not worked with Show Me Concrete Construction, LLC in the past, but references were good.

This project should be completed by mid-August.

Parks and Recreation Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-28 is in correct form as per City Attorney.

I concur with the Parks & Recreation Manager's recommendation.

BILL NO. 19-28

ORDINANCE NO. 19.28

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OBCA19-002 WITH SHOW ME CONCRETE CONSTRUCTION, LLC FOR PEANICK PARK PAVILION PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OBCA19-002 with Show Me Concrete Construction, LLC for Peanick Park Pavilion Project, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed Thirty-One Thousand, Two Hundred Twenty-Four Dollars And Forty-Five/100 dollars (\$31,224.45).

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. 19.28 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

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.28.

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner** and **Show Me Concrete Construction LLC** a Missouri Limited Liability Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

Peanick Park Pavilion Project

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Thirty-one thousand two hundred twenty-four dollars and forty-five cents (\$31,224.45)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Ninety (90)**

consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION

Peanick Park Pavilion Installation and Materials

FY2019 LWCF Grant

4/1/2019

Bids	Description	Budget Budget Amount	Show Me Concrete Construction		Athco		All Inclusive Rec	
			Unit Size	Price	Unit Size	Price	Unit Size	Price
1 - Base Bid		\$30,000.00		\$31,224.45		\$42,150.00		\$49,731.00
2 - Additive 1		\$0.00		\$4,500.00		\$3,460.00		\$4,282.50
3 - Additive 2		\$0.00		\$535.00		\$675.00		\$660.00
	Base Bid	\$30,000.00		\$31,224.45		\$42,150.00		\$49,731.00
	Total w/Additives	\$30,000.00		\$36,259.45		\$46,285.00		\$54,673.50

*Will only be proceeding with Base Bid at this time.

Peanick Park Pavilion Project

BID FORM

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

Gentlemen:

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

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

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

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

No. Dated
No. Dated

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

Peanick Park Pavilion Project					
Base Bid					
Item	Quantity	Unit	Description	Unit Price	Price
1	1.0	LS	Pavilion including prep work, concrete, and concrete slab	\$	\$ 31,224.45
TOTAL BASE BID					\$ 31,224.45
Additive Bid Item #1					
Railing					
Item	Quantity	Unit	Description	Unit Price	Price
1	1.0	LS	Shelter railing for all sides except one opening	\$	\$ 4,500.00
TOTAL ADDITIVE BID #1					\$ 4,500.00
TOTAL BASE BID + ADDITIVE BID #1					\$ 35,724.45

Peanick Park Pavilion Project

Additive Bid Item #2 Sidewalk					
Item	Quantity	Unit	Description	Unit Price	Price
1 16060	1.0	LS	4" concrete ADA Sidewalk	\$	\$ 535 ⁰⁰
TOTAL ADDITIVE BID #2					\$ 535 ⁰⁰
TOTAL BASE BID + ADDITIVE BID #2					\$ 31,759 ⁴⁵
TOTAL BASE BID + ADDITIVE BID #1 & #2					\$ 36,259 ⁴⁵

TOTAL BASE BID IN WRITING: Thirty one thousand, two hundred twenty four and forty five cents

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

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

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

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

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

Dated at Oage Beach, MO this 28th day of March, 2019.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

 Project manager
Signature and Title

DESCRIPTION OF WORK

This project consists of

Peanick Park Pavilion (Sample Picture Attached)

- Prep site for concrete and installs concrete according to concrete spec included in bid.
- Purchase and Install 24' 2-Tier Hexagonal Shelter comprised of all steel with 24-gauge pre-cut Metal Roof
- All structural steel tubing utilized shall be ASTM A-500 Grade B/C (46 – 50 ksi yield strength / 58 – 62 ksi tensile strength)
- All structural plates, gussets etc. shall conform to ASTM A-36 (36 ksi yield strength / 58 – 80 ksi tensile strength)
- 4" of aggregate Base Course is required (see TECHNICAL SPECIFICATIONS SECTION 02725 AGGREGATE BASE COURSE)
- Color scheme to be finalized with vendor/contractor once bid is awarded.
- Additive bid = Purchase and Install shelter railings for above shelter – One side left open.
- Additive bid = 5' X 13' ADA Sidewalk. See Site Plan for details.

The city reserves the right to add or delete portions of the work to meet budgetary requirements.

All work shall be performed under a single contract.

END

City of Osage Beach

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Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

Originator: *(Name/Title)* Matt Vandevoort, Parks and Recreation Manager

Date Submitted: 04/22/19

Agenda Item Title:

Bill 19-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OBCA19-003 with Show Me Concrete Construction, LLC for Peanick Park Lower Field Dugout Replacement Project.

Presented by: *(Name/Title)* Matt Vandevoort, Parks and Recreation Manager

Requested Action:

- ☐ Motion to Approve
- ☒ First Reading of Bill # 19-29
- ☐ 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:

All grant money must be spent by the end of August 2019.

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 10-10-773278 Park Improvements

FY <u>19</u> Budgeted Amount:	\$ <u>156,450.00</u>
Expenditures to Date <u>04/22/19</u> :	(\$ <u>20,608.24</u>)
Available:	\$ <u>135,841.76</u>
Requested Amount:	\$ <u>12,565.00</u>

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-29; Contract; Bid Tab; Bid Form; Description of work

Department Comments and Recommendation:

This project is to install the new Peanick Park lower field dugouts as described in the Description of Work enclosed. We received one bid. The low bidder is Show Me Concrete Construction, LLC with a bid of \$12,565.00.

This project budget stands as follows:

Project Budget = \$29,200.00

Dugouts Purchase = \$14,000.00 (purchased by the City directly for cost savings)

Contract Amount for Installation = \$12,565.00

Total Project Cost = \$26,565.00 (under budget \$2,635)

This is a LWCF grant reimbursable project.

We have not worked with Show Me Concrete Construction, LLC in the past, but references were good and they were the low bidder on our other grant projects.

This project should be completed by end of July 2019.

Parks and Recreation Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-29 is in correct form as per City Attorney.

I concur with the Parks & Recreation Manager's recommendation.

BILL NO. 19-29

ORDINANCE NO. 19.29

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OBCA19-003 WITH SHOW ME CONCRETE CONSTRUCTION, LLC FOR PEANICK PARK LOWER FIELD DUGOUT.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OBCA19-003 with Show Me Concrete Construction, LLC for Peanick Park Lower Field Dugout, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed Twelve Thousand, Five Hundred Sixty-Five Dollars And Zero/100 dollars (\$12,565.00).

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. 19.29 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_____
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.29.

Date

ATTEST:

John Olivarri, Mayor_____
Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Show Me Concrete Construction LLC** a Missouri Limited Liability Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

Peanick Park Lower Field Dugout Project

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Twelve thousand five hundred sixty-five dollars and zero cents (\$12,565.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Sixty (60)**

consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION

Peanick Dugout Installation

FY2019 LWCF Grant

4/1/2019

Bids	Description	Budget	Show Me Concrete Construction	
		Budget Amount	Unit Size	Price
1 - Labor		\$7,200.00		\$12,565.00
	<i>*Materials Already Purchased</i>	\$22,000.00		<i>\$14,000.00</i>
	Base Bid	\$29,200.00		\$26,565.00

**Dugouts already purchased through informal bid process from Dugouts USA.*

Peanick Park Lower Field Dugout Replacement Project

BID FORM

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

Gentlemen:

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

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

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

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

No. <u>—</u>	Dated <u>none that I know</u>
No. <u> </u>	Dated <u>at</u>

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

TOTAL BID IN WRITING: Twelve thousand five hundred sixty
five dollars

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

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same

Peanick Park Lower Field Dugout Replacement Project

site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

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

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

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

Dated at Osage Beach MO this 2nd day of April, 2019.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature] project manager
Signature and Title

David Conner
Typed or Printed Name

Doing Business As

Show Me Concrete Construction LLC
Name of Firm

Business Address of Bidder:

547 Sequoia Rd
Iberia MO 65484
Telephone No. 573-280-3895

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

DESCRIPTION OF WORK

This project consists of:

- Installation of two dugouts 8' by 30' that the City of Osage Beach has purchased from Dugouts USA (See attached Master Drawings)
- Existing Dugouts and concrete pad will be removed by City Staff.
- Dugouts will be installed approximately 30' down the fence line from the existing dugouts current location. (See attached Map)
- Prep site to appropriate grade for dugouts. Only minor grading will be needed.
- Prep site for concrete and install concrete to spec requirements according to master drawings and Section 03300 concrete, and 4" of aggregate base course Section 02725.
- Purchase and install vinyl coat fencing on 3 exterior sides of dugouts strapped directly to framework of dugouts. Color of vinyl fencing will be determined once the contract is awarded. (see 02821 Chain Fence) All other fencing removal and installation will be handled by City Staff.

The city reserves the right to add or delete portions of the work to meet budgetary requirements.

All work shall be performed under a single contract.

END

City of Osage Beach

97

Agenda Item Summary

Date of Board of Aldermen Meeting: 05/02/19

Originator: *(Name/Title)* Cindy Leigh, Human Resources Generalist

Date Submitted: 04/23/19

Agenda Item Title:

Bill 19-30 An ordinance of the City of Osage Beach, Missouri, amending the Human Resources System (Personnel) Rules and Regulations Chapter 125 Section: 125.240.D Retirement Plans.

Presented by: *(Name/Title)* Cindy Leigh, Human Resources Generalist

Requested Action:

☐	Motion to Approve
☒	First Reading of Bill # <u>19-30</u>
☐	Second Reading of Bill # _____
☐	Resolution # _____

☐	Proclamation
☐	Public Hearing
☐	Other (Describe)

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This change is effective July 1, 2019 and open enrollment meetings are scheduled for May 21st and 22nd.

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: xx-xx-723000 Retirement 401 and City's 401 Forfeiture Account

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-30; Section 125.240.D.1 Ordinance Change Details

Department Comments and Recommendation:

During the 2018 budget process staff was directed to implement a 401 matching program for City employees with an effective date of July 1, 2019. Currently the City contributes 6% to employee 401 accounts. This change provides an additional (up to) 1% City match contribution to employees' 401 accounts when an employee contributes up to 1%, which may be in 1/2% increments.

Funding for this change is in the individual department line items xx-xx-723000 and, if needed, funds from the City's 401 forfeiture account may be used.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-30 is in correct form as per City Attorney.

I concur with the HR Generalist's recommendation based on Board direction during the FY2019 budget workshops.

BILL NO. 19-30

ORDINANCE NO. 19.30

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING THE HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS CHAPTER 125 SECTION: 125.240 D. RETIREMENT PLANS

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

Section 1. That Section 125.240. Other Employee Benefits; Retirement Plans D., Item 1 is a repeal and replace to read as follows:

Retirement Plans.

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into employee's account. The City will provide up to an additional one percent (1%) match contribution of gross wages under Section 401A of the Internal Revenue Service Code into employee's account upon employee's contribution of up to (1%), which may be in one-half percent (1/2%) increments. There is a five (5) year vesting period. Employees should contact the Human Resources Generalist for detailed information.

Section 2. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.30 was duly passed on Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.30.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Section 125.240. Other Employee Benefits**D. Retirement Plans.**

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into employee's account. The City will provide up to an additional one percent (1%) match contribution of gross wages under Section 401A of the Internal Revenue Service Code into employee's account upon employee's contribution of up to (1%), which may be in one-half percent (1/2%) increments. There is a five (5) year vesting period. Employees should contact the Human Resources Generalist for detailed information.
2. Deferred compensation. All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Cindy Leigh, Human Resources GeneralistDate Submitted: 04/23/19**Agenda Item Title:**

Bill 19-31 An ordinance of the City of Osage Beach authorizing the Mayor to execute the ICMA Retirement Corporation Governmental Money Purchase and Trust Adoption Agreement for an additional one percent (1%) City contribution to the employees 401 account.

Presented by: *(Name/Title)* Cindy Leigh, Human Resources Generalist**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 19-31☐

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:

Yes, if the retirement changes are to go in effect July 1, 2019 the Adoption Agreement has to be signed and returned to ICMA-RC.

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 19-31; ICMA-RC Adoption Agreement

Department Comments and Recommendation:

The attached adoption agreement was changed to reflect the retirement changes effective July 1, 2019, upon Board of Aldermen approval (Bill 19-30). The only change to the current agreement is Section VI.2.B. Variable Employer Match of Voluntary After-Tax Participant Contributions. This section was added to reflect the City's additional 1% matching contribution.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-31 is in correct form as per City Attorney.

I concur with the recommended changes upon Board approval of Bill 19-31.

BILL NO. 19-31

ORDINANCE NO. 19.31

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE & TRUST ADOPTION AGREEMENT FOR AN ADDITIONAL ONE PERCENT (1%) CITY CONTRIBUTION TO THE EMPLOYEES 401 ACCOUNT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement taking affect July 1, 2019 that provides for an additional one percent (1%) City contribution to the employees 401 account under the terms set forth in the form attached hereto as ("Exhibit A").

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 19.31 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.31.

Date
ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number ____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☐ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

- ☐ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- ☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- ☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☐ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☐ A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes

☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule.

- (i) _____ % of Earnings,
 (ii) \$ _____, or
 (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☐ Yes ☐ No ("**Yes**" is the default provision under the Plan if no selection is made.)

- ☐ C. Election Window (Complete if Option B is selected):
 Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- ☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
 _____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☐ No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐ Yes ☐ No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☐ No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☐ No
2. Bonuses
☐ Yes ☐ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

☐ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☐ Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☐ No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☐ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 04/15/19**Agenda Item Title:**

Bill 19-32 An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses, Water Fund.

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

Motion to Approve

☒First Reading of Bill # 19-32☐

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 budget amendments over \$5,000 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: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-32

Department Comments and Recommendation:

This Budget Amendment is for the multiple accounts in the Water Fund

	Original Item	Amended Item
30-00-773100 Engineering	\$ 74,175	\$110,988
30-00-774256 Building Improvements	\$ 0	\$ 7,221

Account 30-00-773100 Engineering is for the Westside Well Project which is a carry over project. We will be bidding the project soon.

Account 30-00-774256 Building Improvements is carry over for the Waste Oil Heater. This project cost is split between the Transportation, Water, and Sewer Funds.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-32 is in correct form as per City Attorney.

I concur with the budget amendments as listed.

BILL NO. 19-32

ORDINANCE NO.19.32

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 18.59 ADOPTING THE 2019 ANNUAL BUDGET TRANSFER OF FUNDS FOR NECESSARY EXPENSES - WATER FUND

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

Section 1. That the 2019 Annual Budget adopted as Ordinance No. 18.59 is hereby amended by appropriating additional funds as follows:

	Original Item	Amended Item
30-00-773100 Engineering	\$ 74,175	\$110,988
30-00-774256 Building Improvements	\$ 0	\$ 7,221

Section 2. In all other respects the 2019 Annual Budget adopted in Ordinance No. 18.59 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.32 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

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.32.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 04/15/19**Agenda Item Title:**

Bill 19-33 An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses, Sewer Fund.

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

Motion to Approve

☒First Reading of Bill # 19-33☐

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 budget amendments over \$5,000 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: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-33

Department Comments and Recommendation:

This Budget Amendment is for carry over of the waste oil heater.

	Original Item	Amended Item
35-00-774256 Building Improvements	\$ 0	\$ 7,221

Account 35-00-774256 Building Improvements is carry over for the Waste Oil Heater. This project cost is split between the Transportation, Water, and Sewer Funds.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-33 is in correct form as per City Attorney.

I concur with the budget amendments as listed.

BILL NO. 19-33

ORDINANCE NO.19.33

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 18.59 ADOPTING THE 2019 ANNUAL BUDGET TRANSFER OF FUNDS FOR NECESSARY EXPENSES - SEWER FUND

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

Section 1. That the 2019 Annual Budget adopted as Ordinance No. 18.59 is hereby amended by appropriating additional funds as follows:

	Original Item	Amended Item
35-00-774256 Building Improvements	\$ 0	\$ 7,221

Section 2. In all other respects the 2019 Annual Budget adopted in Ordinance No. 18.59 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.33 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

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.33.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 04/15/19**Agenda Item Title:**

Bill 19-34 An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses, Transportation Fund.

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

Motion to Approve

☒First Reading of Bill # 19-34☐

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 budget amendments over \$5,000 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: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 19-34

Department Comments and Recommendation:

This Budget Amendment is for the multiple accounts. There are a number of items that are carry over and a few items that need additional funds for being over budget.

The Transportation Fund - Carry over items

	Original Item	Amended Item
20-00-743107 Signal Repair	\$ 5,000	\$ 10,120
20-00-773100 Engineering	\$142,096	\$284,076
20-00-773223 Mace Road	\$165,000	\$487,422

Account 20-00-743107 Signal Repair is for a carry over of signal repair at the Nichols Road/Osage Beach Parkway Intersection. Carry over of \$5,120.

Account 20-00-773100 Engineering is for a carry over project. We believed we were going to get further along with the engineering for the Osage Beach Parkway Sidewalks Phase 5 (Near Kwik Kar Wash Bridge). We put them on hold after the grant wasn't awarded. Carry over \$141,980

Account 20-00-773223 Mace Road is for the carry over of the project. Carry over \$322,422

Transportation Fund - transfer of funds to cover other budget line items

	Original Item	Amended Item
20-00-761300 Road Repair & Maintenance	\$ 96,855	\$ 88,574
20-00-761600 Chemicals	\$ 30,000	\$ 36,995
20-00-774256 Building Improvements	\$ 0	\$ 8,507

Account 20-00-761300 Road Repair & Maintenance was reduced to cover the Chemical and Building Improvements and the additional \$1,286 not contributed to the carryover in the Building Improvements.

Regarding Road Repair & Maintenance, we had planned on installing multiple guard rails improvements. This will just decrease some of that work. We will still be installing guard rail improvements.

Account 20-00-761600 Chemicals is for the use of additional Salt during the 2018/2019 Winter. \$6,995 additional requested. (Motion to approve purchase is requested on the May 2, 2019 Agenda)

Account 20-00-774256 Building Improvements is partial carry over, \$7,221, of the Waste Oil Heater and some lighting work that was needed, \$1,286. Excluding the lighting portion, this project cost is split between the Transportation, Water, and Sewer Funds.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-34 is in correct form as per City Attorney.

I concur with the recommended budget amendments as listed.

BILL NO. 19-34

ORDINANCE NO.19.34

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 18.59 ADOPTING THE 2019 ANNUAL BUDGET TRANSFER OF FUNDS FOR NECESSARY EXPENSES - TRANSPORTATION FUND

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

Section 1. That the 2019 Annual Budget adopted as Ordinance No. 18.59 is hereby amended by appropriating additional funds for items that are carry over from 2018 as follows:

	Original Item	Amended Item
20-00-743107 Signal Repair	\$ 5,000	\$ 10,120
20-00-773100 Engineering	\$142,096	\$284,076
20-00-773223 Mace Road	\$165,000	\$487,422

Section 2. That the 2019 Annual Budget adopted as Ordinance No. 18.59 is hereby amended by appropriating additional funds as follows:

20-00-761300 Road Repair & Maintenance	\$ 96,855	\$ 88,574
20-00-761600 Chemicals	\$ 30,000	\$ 36,995
20-00-774256 Building Improvements	\$ 0	\$ 8,507

Section 3. In all other respects the 2019 Annual Budget adopted in Ordinance No. 18.59 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.34 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_____
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.34.

John Olivarri, Mayor_____
Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Eric Hibdon/Public Works SupervisorDate Submitted: 04/15/19**Agenda Item Title:**

Motion to approve purchase of De-Icing Salt from Central Salt in the amount of \$82.21/ton with a total of 450 tons bid resulting in a total bid amount of \$36,994.50.

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

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe) _____

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

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: 20-00-761600 ChemicalsFY 19 Budgeted Amount: \$ 30,000.00Expenditures to Date 04/24/19: (\$ 467.40)Available: \$ 29,532.60Requested Amount: \$ 36,994.50Attachments: YES ☒ NO ☐

If yes, list attachments:

Bid Tab

Department Comments and Recommendation:

This is for the purchase of salt for deicing of the road ways. The apparent low bidder is Central Salt in the amount of \$82.21/ton with a total of 450 tons bid resulting in a total bid amount of \$36,994.50. The 450 ton will replenish the salt used in 2018/2019 winter.

This item was not brought to you last year since our bid pricing and quantities were lower. We believe the low bidder made a mistake last year, but they honored their bid. Last year's pricing was \$54.18/ton.

The last two years we have been trying to reduce our costs by advertising with other governmental entities. The 2017 price for salt was \$80.25/ton and the 2016 price for salt was \$86.89/ton prior to cooperative bidding. We believe we have been effective in getting better prices by bidding with others. When we talked with bidders this year, we believed pricing was going to be high because of the massive amount of snow fall that happened in the Midwest this year. We felt the cooperative bidding helped keep the prices low.

We are over budget because we used approximately 150 tons more than we budgeted for. We only budgeted for 300 tons. A budget amendment will be completed for this if this is approved.

The Public Works Department recommends the award be made to Central Salt in the amount of \$36,994.50.

City Administrator Comments and Recommendation:

FY2019 Budget was \$30,000, request to purchase is \$36,994.50. Funds to cover the overage in budget is being recommended to come from line item 20-00-761300 Road Repair & Maintenance. The first reading of the budget amendment, bill 19.34, for this requested is on the May 2, 2019 agenda (this agenda).

I concur with the Public Works Director's recommendation.

2019 Deicing Salt Bid Tab

Location		Central		Kansas Salt		Independent		Compass		Cargill		Morton	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Osage Beach 5757 Chapel	450	\$ 82.21	\$ 36,994.50	\$ 84.00	\$ 37,800.00	\$ 87.00	\$ 39,150.00	\$ 113.00	\$ 50,850.00	\$ 120.84	\$ 54,378.00		NO BID
Eldon	400	\$ 81.25	\$ 32,500.00	\$ 87.00	\$ 34,800.00	\$ 89.00	\$ 35,600.00	\$ 113.00	\$ 45,200.00	\$ 120.84	\$ 48,336.00		NO BID
Lake Ozark	250	\$ 80.26	\$ 20,065.00	\$ 85.00	\$ 21,250.00	\$ 83.00	\$ 20,750.00	\$ 113.00	\$ 28,250.00	\$ 120.84	\$ 30,210.00		NO BID
Camden Co 172 VFW	220	\$ 79.35	\$ 17,457.00	\$ 90.00	\$ 19,800.00	\$ 84.00	\$ 18,480.00	\$ 113.00	\$ 24,860.00	\$ 120.84	\$ 26,584.80		NO BID
Camden Co 406 Singing Oaks	80	\$ 80.11	\$ 6,408.80	\$ 90.00	\$ 7,200.00	\$ 85.00	\$ 6,800.00	\$ 113.00	\$ 9,040.00	\$ 120.84	\$ 9,667.20		NO BID
Camden Co St 5757 Chapel	220	\$ 82.25	\$ 18,095.00	\$ 90.00	\$ 19,800.00	\$ 87.00	\$ 19,140.00	\$ 113.00	\$ 24,860.00	\$ 120.84	\$ 26,584.80		NO BID
Camden Co St Rd E	400	\$ 80.33	\$ 32,132.00	\$ 90.00	\$ 36,000.00	\$ 87.00	\$ 34,800.00	\$ 113.00	\$ 45,200.00	\$ 120.84	\$ 48,336.00		NO BID
Camdenton R3 School	25	\$ 80.10	\$ 2,002.50	\$ 90.00	\$ 2,250.00	\$ 84.00	\$ 2,100.00	\$ 113.00	\$ 2,825.00	\$ 120.84	\$ 3,021.00		NO BID
Horseshoe Bend Special Road District	200	\$ 80.23	\$ 16,046.00	\$ 85.00	\$ 17,000.00	\$ 83.00	\$ 16,600.00	\$ 113.00	\$ 22,600.00	\$ 120.84	\$ 24,168.00		NO BID

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Eric Hibdon, Public Works SupervisorDate Submitted: 04/19/19**Agenda Item Title:**

Motion to approve purchase of Water Meters from Schulte Supply in the amount not to exceed \$40,000.

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

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe) _____

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

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

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: 30-00-743300 Repair of SystemFY 19 Budgeted Amount: \$ 100,000.00Expenditures to Date 04/11/19: (\$ 36,179.23)Available: \$ 63,820.77Requested Amount: \$ 40,000.00**Attachments:** YES ☒ NO ☐

If yes, list attachments:

Vendor Quote

Department Comments and Recommendation:

This is for the purchase of new meters, replacement MIUs (Meter Interface Units) for meter sizes ranging from 5/8" to 2". The City has standardized around the Neptune T-10 water meter for these meter sizes and Schulte Supply is the authorized manufacturer's representative for this area. Attached is the quote from Schulte Supply

The meters and/or appurtenances will be purchased on an as needed basis throughout the year. The Public Works Department would like the authorization to purchase up to \$40,000 worth of meters and appurtenances from Schulte Supply. The enclosed quote is for pricing for the various items that may be purchased as needed.

The meters will be purchased with Budget line item 30-00-743300 (Repair of System) and 30-00-773221 (New Water Connections) and a budget breakdown will be based upon actual installations.

City Administrator Comments and Recommendation:

This is a budgeted purchase for FY2019. I concur with the Public Works Director's recommendation.

Quotation 129

QUOTE DATE	QUOTE NUMBER
03/07/19	S1147190
ORDER TO:	PAGE NO.
Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	1

QUOTE TO: 573-302-2020 Fax 573-302-2043
City of Osage Beach, MO
5757 Chapel Drive
Osage Beach, MO 65065

SHIP TO:
City of Osage Beach, MO
5757 Chapel Drive
Osage Beach, MO 65065

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON	
1731						Tom Brickey	
WRITER		SHIP VIA		TERMS		BID DATE	
Jeff Kinkel		FREE DELIVERY		NET 30 DAYS		04/26/19	
ORDER QTY		PART NO		DESCRIPTION		Net Prc	
200ea		8869		ED2B31RWG1		184.950	
				5/8" x 3/4" Neptune Trident 10			
				Water Meter with Integrated R900i			
				Radio Register in Gallons for Pit			
				Applications			
200ea		12659		12527-200 (new 13749-200)		0.000	
				6' Neptune Antenna Assembly for			
				R900i Pit Radio			
1ea		10438		ED2F11RWG1		284.950	
				1" Neptune Trident 10 Water			
				Meter with Integrated R900i Radio			
				Register in Gallons for Pit			
				Applications			
1ea		12659		12527-200 (new 13749-200)		0.000	
				6' Neptune Antenna Assembly for			
				R900i Pit Radio			
1ea		10922		ED2H11RWG1		474.950	
				1 1/2" Flanged Neptune Trident 10			
				Water Meter with Integrated R900i			
				Radio Register in Gallons in Pit			
				Applications			
1ea		12659		12527-200 (new 13749-200)		0.000	
				6' Neptune Antenna Assembly for			
				R900i Pit Radio			
1ea		10923		ED2J11RWG1		579.950	
				2" Neptune Trident 10 Water Meter			
				with Integrated R900i Radio			
				Register in Gallons for Pit			
				Applications			
1ea		12659		12527-200 (new 13749-200)		0.000	
				6' Neptune Antenna Assembly for			
*** Continued on Next Page ***							

Schulte Supply, Inc.
 5998 Redbud Lane
 PO Box 388
 Edwardsville IL 62025
 618-656-8383 Fax 618-656-8750

Quotation¹³⁰

QUOTE DATE	QUOTE NUMBER
03/07/19	S1147190
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO. 2

QUOTE TO: 573-302-2020 Fax 573-302-2043
 City of Osage Beach, MO
 5757 Chapel Drive
 Osage Beach, MO 65065

SHIP TO:
 City of Osage Beach, MO
 5757 Chapel Drive
 Osage Beach, MO 65065

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
1731						Tom Brickey			
WRITER		SHIP VIA		TERMS		BID DATE		FREIGHT ALLOWED	
Jeff Kinkel		FREE DELIVERY		NET 30 DAYS		04/26/19		Yes	
ORDER QTY	PART NO	DESCRIPTION				Net Pric		Est Pric	
1ea	10924	R900i Pit Radio EC2ARWG1				2034.000		2034.00	
2ea	12659	2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications 12527-200 (new 13749-200) 6' Neptune Antenna Assembly for R900i Pit Radio				0.000		0.00	
TAXES NOT INCLUDED									

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

Subtotal	40363.85
S&H CHGS	0.00
Amount Due	40363.85

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 05/02/19Originator: *(Name/Title)* Jeana Woods/City AdministratorDate Submitted: 04/23/19**Agenda Item Title:**

Discussion - 2019 Back to School Sales Tax Holiday Participation

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

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☐
☐
☒

Proclamation

Public Hearing

Other (Describe)

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

n/a

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Adopted changes to ordinance must be sent to Missouri Department of Revenue by June 17, 2019

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

City and County List - 2018 Back to School Opt Out

Department Comments and Recommendation:

n/a

City Administrator Comments and Recommendation:

RSMo Chapter 145.049 established the Back to School Sales Tax Holiday. In 2006 the Osage Beach Board of Aldermen enacted an ordinance opting out of the holiday and per Chapter 145.049.(3).6., the ordinance prohibited future sales tax holidays from applying to the local sales tax.

Last year I was asked to bring this topic before the Board to discuss prior to any MoDOR deadlines for the 2019 Back to School Sales Tax Holiday in case the current Board wishes to make changes to our current ordinance.

If the Board chooses to participate in the Back to School Sales Tax Holiday, the current ordinance can be rescinded; a bill will be drafted and brought before the Board on the next agenda (May 16, 2019).

An adopted change does required notification to the Missouri Department of Revenue must be made no less than 45 calendar days prior to the beginning date of the upcoming sales tax holiday in which the change will apply. The upcoming Back to School Sales Tax Holiday start August 2, 2019; therefore, any ordinance changes would need to be completed and notification made no later than June 17, 2019.

For reference, I have included a list of cities and counties who elected to opt out of the Back to School Sales Tax Holiday in 2018, as the City of Osage Beach has done. This and other details, including what items are taxable and at what limits during said sales tax holiday, can be found on the MoDOR site as follows:

<https://dor.mo.gov/business/sales/taxholiday/school/faq.php>

Back to School Sales Tax Holiday - Cities Opting Out

Below is the list of cities that will not participate in the 2018 sales tax holiday. City sales tax in these locations will still be collected on the sale of qualifying holiday items.

- Alton
- Ash Grove
- Ashland
- Battlefield
- Bellerive Acres
- Berkeley
- Beverly Hills
- Black Jack
- Blackwater
- Bland
- Bloomfield
- Bolivar
- Boonville
- Branson
- Brentwood
- Bridgeton
- Byrnes Mill
- Cabool
- California
- Camdenton
- Canton
- Cape Girardeau
- Carl Junction
- Carthage
- Cassville
- Centertown
- Chamois
- Charlack
- Chillicothe
- Claycomo
- Clayton
- Collins
- Columbia
- Cool Valley
- Crestwood
- Crystal City
- Des Peres
- Desloge
- DeSoto
- Doniphan
- Edmundson
- Eldon
- Eldorado Springs
- Ellisville
- Ellsinore
- Elsberry
- Everton
- Fair Grove
- Farmington
- Fayette

- Ferguson
- Festus
- Flint Hill
- Freeman
- Fremont Hills
- Frontenac
- Garden City
- Gerald
- Glasgow
- Granby
- Grandin
- Grant City
- Green City
- Greendale
- Half Way
- Hartville
- Hawk Point
- Higginsville
- Hollister
- Holts Summit
- Houston
- Ironton
- Jane
- Jefferson City
- Joplin
- Kingdom City
- Kirkwood
- Koshkonong
- Ladue
- Laurie
- Leadington
- Liberal
- Licking
- Loma Linda
- Manchester
- Maplewood
- Marble Hill
- Marceline
- Marlborough Village
- Marshfield
- Marthasville
- Merriam Woods Village
- Meta
- Moberly
- Monett
- Montgomery City
- Moscow Mills
- Mount Vernon
- Mountain Grove
- Naylor
- Neosho
- New Haven
- New Madrid
- New Melle
- Nixa
- Noel
- Norborne

- Northwoods
- Oakland
- Osage Beach
- Overland
- Owensville
- Ozark
- Palmyra
- Paris
- Pattonsburg
- Peculiar
- Pevely
- Platte Woods
- Poplar Bluff
- Purdy
- Qulin
- Reeds Spring
- Richmond Heights
- Riverside
- Rock Hill
- Rockaway Beach
- Savannah
- Sedalia
- Seligman
- Shelbina
- Shrewsbury
- Skidmore
- Smithton
- Smithville
- Springfield
- St Ann
- St Elizabeth
- St Mary
- St Peters
- Ste Genevieve
- Stockton
- Sugar Creek
- Taos
- Thayer
- Town & Country
- Trenton
- Twin Oaks
- University City
- Urich
- Vandalia
- Velda
- Walnut Grove
- Warson Woods
- Washburn
- Waynesville
- Webster Groves
- West Plains
- Willard
- Willow Springs

Back to School Sales Tax Holiday - Counties Opting Out

Below is the list of counties that will not participate in the 2018 sales tax holiday. County sales tax in these locations will still be collected on the sale of qualifying holiday items.

- Audrain
- Barry
- Benton
- Bollinger
- Boone
- Callaway
- Camden
- Carroll
- Cedar
- Christian
- Clinton
- Cole
- Cooper
- Dade
- Dallas
- Greene
- Grundy
- Henry
- Howard
- Howell
- Iron
- Jasper
- Lawrence
- Linn
- Livingston
- Mercer
- Moniteau
- Morgan
- Newton
- Oregon
- Osage
- Ozark
- Phelps
- Pike
- Polk
- Pulaski
- Putnam
- Ray
- Reynolds
- Saline
- Shelby
- St. Francois
- Ste Genevieve
- Stoddard
- Stone
- Taney
- Texas
- Webster
- Wright