

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 573/302-2039
www.osagebeach.org

TENTATIVE AGENDA **AMENDED** REGULAR MEETING

November 7, 2019 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting October 24, 2019
- ▶ Bills List - November 7, 2019
- ▶ New Liquor License - Smoker Friendly - 3715 Osage Beach PKWY

UNFINISHED BUSINESS

- A. Bill 19-71 - An ordinance of the City of Osage Beach, Missouri, relating to meetings records and votes, creating a standard for confidential information that directly complies with Missouri law at Section 610.021 of the Revised Statutes of Missouri by establishing a new section 117.020 B of the Code of Ordinances
Second Reading

NEW BUSINESS

- A. Bill 19-55 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a fuel purchase agreement with Naegler Oil Company Inc. for the purchase of aviation fuel for Lee C. Fine and Grand Glaize airports in an amount not to exceed \$900,000 per year. *First Reading*
- B. Bill 19-72 - An ordinance of the City of Osage Beach, Missouri, amending Section 600.120.E.5, the requirement for background checks when renewing a liquor license to require a permanent release to allow the Police Chief or his designee to access such information. *First Reading*
- C. Bill 19-73 - An ordinance of the City of Osage Beach, Missouri, establishing and providing for the Election procedure to be followed for the General Municipal Election to be held on April 7, 2020 in the City of Osage Beach *First Reading*
- D. Bill 19-74 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract Amendment No. 1 for Engineering Contract AEOB18-005 Mace Road Phase 2 in the amount of \$15,000. *First Reading.*
- E. Bill 19-75 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a professional services agreement with LOR Engineering, LLC, dba Cochran to provide Civil Engineering Services in an amount not to exceed \$45,000. *First and Second Reading.*
- F. Bill 19-76 - An ordinance of the City of Osage Beach, Missouri, amending Chapters 405 and 705 of the Code of Ordinances of the City of Osage Beach by deleting BOCA (Building Officials and Code Administrators) from Section 405.020, Section 405.430, Section 705.010, Section 705.220 and Section 705.530 and enacting in lieu thereof a new Section 405.020, a new Section 405.430, Section 705.010, Section 705.220 and Section 705.530 *First Reading*
- G. Bill 19-77 An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Daktronics, Inc. for removal of old electronic message center and purchase and installation of Galaxy Outdoor Electronic Message Center - GT6 Series - 10mm via BuyBoard Contract #512-16 in an amount not to exceed \$31,039.00. *First Reading*
- H. Bill 19-78 - An ordinance of the City of Osage Beach, Missouri, authorization the Mayor to execute a contract modification OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in the amount of \$4,537.50. *First and Second Reading.*
- I. Bill 19-79 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract #OB19-009 Quails Nest Sidewalk Improvements with Concrete Solution, LLC in an amount not to exceed \$40,260.00. *First and Second Reading*
- J. Discussion - Holiday Light Fixtures on OB Parkway

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.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
October 24, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, October 24, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Tyler Becker, Alderman Greg Massey, Alderman Kevin Rucker, Alderman Phyllis Marose, Alderman Tom Walker and Alderman Richard Ross. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

Congratulated Jeff Hancock/Camdenton City Administrator, Dr. Brent Depee/Superintendent School Osage and Jeff Dorhauer/Fire Chief on their retirement.

CITIZENS' COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Becker made a motion to approve the Consent Agenda (Minutes of October 3, 2019 and Bills List October 24, 2019). This motion was seconded by Alderman Walker. Motion passes unanimously.

UNFINISHED BUSINESS

Bill 19-69 - An ordinance of the City of Osage Beach, Missouri, relating to the control and use of City Right of Way and establishing new sections 700.040 and 700.045 of the Municipal Code of Ordinances. Second Reading

Alderman Marose made a motion to approve the second reading of Bill 19-69 as presented. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 19-69 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey "Nays" – 0. Bill 19-69 was passed and approved as Ordinance 19.69.

Bill 19-68 - Rezoning Case 402, Pearl Capital Management, LLC. is requesting a rezoning of property currently zoned A-I (Agriculture) and C-1 (General Commercial) to R-3 (Multi Family). Second Reading

Alderman Massey made a motion to approve the second reading of Bill 19-68 as presented. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 19-68 and to pass same into ordinance: "Ayes", Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey Alderman Marose "Nays" – 0. Bill 19-68 was passed and approved as Ordinance 19.68.

NEW BUSINESS

Bill 19-71 -An ordinance of the City of Osage Beach, Missouri, relating to meetings records and votes, creating a standard for confidential information that directly complies with Missouri law at Section 610.021 of the Revised Statutes of Missouri by establishing a new section 117.020 B of the Code of Ordinances *First Reading*

This ordinance conforms the City open records policy to existing Missouri Statutes under Section 610.021 RSMo

Alderman Massey made a motion to approve the first reading of Bill 19-71. This motion was seconded by Alderman Ross. Motion passes.

Bill 19-55 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a fuel purchase agreement with Naegler Oil Company Inc. for the purchase of aviation fuel for Lee C. Fine and Grand Glaize airports. First Reading

This contract will replace our current contract with Naegler Oil Co. We have been doing business with Naegler for 19 years with excellent results. On top of competitive pricing Naegler also gives us the opportunity to split loads fuel with other airports they serve, which gives us great flexibility in our purchasing ability. We also receive CO-OP rebates from Phillips 66 that can be used for advertising, uniforms and fuel testing equipment.

Hold over until November 7, 2019 meeting.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Rucker – Fall Festival was a great event and well attended. Questioned the light pole that had been hit by car back on Memorial Day. (CA Woods is going get with Public Works)

Alderman Ross – Stay Warm

Alderman Marose – Awesome Fall Festival. Commended Ron White and the Building Department on how pretty City Hall looks. When is Ronan Road going to be striped? (CA Woods will check with Public Works)

STAFF COMMUNICATIONS

CA Woods – Budget meetings will be starting soon. Proposed budget will be sent out on Friday afternoon. The City Engineer- RFQ's have been turned in and will begin the rating process. The Board President has been asked to help in that process. Thank you to the Board for allowing Mike and her to attend the ICMA conference.

Chief Davis – Working some of the training that was proposed from the Study. Filling some of the vacancies, with hopes of having a full staff for 911 by the end of the year.

Planner Patterson – Attended a one-day MO Chamber Workforce seminar. Learned that Missouri is very progressive and will be the #10 state in technology by 2025.

Treasurer Bell – The annual state TIF reports have been filed and submitted. Deadline is November 15, 2019.

CA Assistant Welty – Thank you for allowing him to attend ICMA Conference.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:36 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 October 24, 2019 and approved on November 7, 2019.

Tara Berreth, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
November 7, 2019**

Bills Paid Prior to Board Meeting	\$	173,462.54
Payroll Paid Prior to Board Meeting	\$	120,914.23
SRF Transfer Prior to Board Meeting	\$	246,723.06
TIF Transfer Dierbergs	\$	77,504.97
TIF Transfer Prewitt's Pt	\$	161,423.85
Bills Pending Board Approval	\$	137,223.98
Total Expenses	\$	<u>917,252.63</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE FAMILY SUPPORT PAYMENT CENTER	SEP CVC COLLECTIONS	620.31
			Case #31550944	138.46
			Case ID41477632	207.69
		MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	0.00
			State Withholding	123.00-
			State Withholding	3,347.00
		MO TREASURER BUDGET DIRECTOR INTERNAL REVENUE SERVICE	SEP PEACE OFFICER TRAINING	87.00
			Fed WH	408.38-
			Fed WH	10,281.97
		ICMA	FICA	141.92-
			FICA	7,043.34
			Medicare	33.19-
			Medicare	1,647.26
			Loan Repayment	250.00
			Loan Repayment	160.13
			Loan Repayment	182.93
			Loan Repayment	233.04
			Loan Repayment	63.78
			Loan Repayment	213.53
			Retirement 457 &	22.89-
			Retirement 457 &	2,313.75
			Retirement 457	1,145.00
			Loan Repayments	130.57
			Loan Repayments	549.35
			Loan Repayments	577.14
			Loan Repayments	231.28
			Loan Repayments	330.32
			Loan Repayments	271.97
			Loan Repayments	108.24
			Loan Repayments	74.15
			Loan Repayments	79.18
			Retirement Roth IRA %	42.68
			Retirement Roth IRA	325.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	SEP CADV COLLECTIONS	174.00
		HSA BANK	HSA Contribution	68.77
			HSA Family/Dep. Contributi	1,540.16
		SHERIFFS RETIREMENT SYSTEM	SEPT COLLECTIONS	267.00
		ONE TIME VENDOR	Bond Refund:190049531-01	233.00
			TOTAL:	32,208.62
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	193.23
			Medicare	45.19
		ICMA	Retirement 401%	14.92
			Retirement 401	187.00
		BANKCARD SERVICES	FLOWERS-B.MULLETT GRNDMOTH	69.00
			LODGING MML CONF-ALDERMAN	1,658.69
			FLOWERS - M.MORRIS BABY	59.95
			FLOWERS - S.HINES SURGERY	45.00
			TOTAL:	2,272.98
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	10.29
			Medicare	2.41
			TOTAL:	12.70
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	510.47
			Medicare	119.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	86.15
			Retirement 401	516.91
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONES	88.72
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,546.64
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	253.40
			Medicare	59.26
		ICMA	Retirement 401%	37.13
			Retirement 401	222.81
		HSA BANK	HSA Contribution	37.50
		BANKCARD SERVICES	NOTARY FEE - T.GALBIERZ	49.75
			TOTAL:	659.85
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	568.62
			Medicare	132.98
		ICMA	Retirement 401%	82.21
			Retirement 401	493.22
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		BANKCARD SERVICES	GFOA MEMBERSHIP-A.WHITE	50.00
			GFOA FALL SEMINAR-A.WHITE	95.00
			TOTAL:	1,647.03
Municipal Court	General Fund	WASHBURN, WILLIAM F	OCT MUNICIPAL JUDGE SERVIC	1,763.16
		INTERNAL REVENUE SERVICE	FICA	50.70
			Medicare	11.86
		ICMA	Retirement 401%	8.65
			Retirement 401	51.93
		HSA BANK	HSA Family/Dep. Contributi	31.26
			TOTAL:	1,917.56
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	339.76
			Medicare	79.46
		ICMA	Retirement 401	332.85
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERVICES	LODGING MML CONF-E.RUCKER	452.37
			TOTAL:	1,279.44
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	426.43
			Medicare	99.73
		ICMA	Retirement 401%	54.05
			Retirement 401	422.95
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	66.92
			BLDG DEPT CELL PHONE	46.48
		WEX INC	BLDG DEPT FUEL	126.98
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,334.70
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CITY HALL 9/12-10	11.24
			CITY HALL SVC 9/12-10/13/1	3,569.22
		INTERNAL REVENUE SERVICE	FICA	54.17
			Medicare	12.67
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 9/16-10/15/19	30.00
			TOTAL:	3,677.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks	General Fund	FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS	82.50
		HY-VEE FOOD & DRUG STORES INC	CONCESSION SUPPLIES	6.94
		INTERNAL REVENUE SERVICE	FICA	408.37
			Medicare	95.50
		ICMA	Retirement 401%	28.90
			Retirement 401	260.08
		AT&T MOBILITY-CELLS	PARK CELL PHONE	155.64-
			PARKS DEPT CELL PHONES	46.23
		WEX INC	PARK DEPT FUEL	650.77
			PARK DEPT CAR WASHES	8.72
		AMEREN MISSOURI	LWR DIAMOND LTS 9/5-10/6/1	11.89
			HATCHERY RD SIGN 9/12-10/1	68.28
			CP MAINT BLDG 9/12-10/15/1	26.65
			CP #2 DISPLAY C 9/12/-10/1	11.24
			CP SOCCER FIELDS 9/12-10/1	190.90
			CP #2 DISPLAY D 9/12-9/13/	11.24
			CP BALL FIELDS 9/12-10/15/	621.30
			CP #2 DISPLAY B 9/12-10/11	12.06
			CP #2 DISPLAY A 9/12-10/15	11.24
			HWY 42 BALL PK LTS 9/5-10/	14.76
			CP #2 IRRIG PUMP 9/12-10/1	11.41
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		BLAIR, JERRY LYNN JR	UMPIRE 2 GAMES - 10/3	50.00
		MCGUIRE, MICHAEL EDWARD	UMPIRE 2 GAMES 10/17/19	50.00
		BANKCARD SERVICES	TOW PKG WIRING HARNESS -P3	48.74
		ONE TIME VENDOR MO PARK & RECREATION A	TRNG-VANDEVOORT,CRIDER,BEC	120.00
			TOTAL:	2,879.58
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	211.17
			Medicare	49.39
		ICMA	Retirement 401%	35.42
			Retirement 401	212.53
		HSA BANK	HSA Family/Dep. Contributi	104.23
			TOTAL:	612.74
Overhead	General Fund	AT & T/CITY HALL	CITY HALL PHONE SERVICE	1,094.44
		WEX INC	CITY HALL GPS	350.00
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL	230.10
		MITEL CLOUD SERVICES INC	MONTHLY PHONE SERVICE	2,317.92
			TOTAL:	3,992.46
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	141.92-
			FICA	2,939.41
			Medicare	33.19-
			Medicare	687.45
		ICMA	Retirement 401%	22.89-
			Retirement 401%	355.19
			Retirement 401	137.34-
			Retirement 401	2,782.26
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	396.12
		GORSLINE, TOM	MILEAGE REIMB 9/28-10/11	52.66
		WEX INC	POLICE DEPT FUEL	4,311.79
			POLICE DEPT CAR WASHES	153.71
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE	206.55
		HSA BANK	HSA Contribution	150.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANKCARD SERVICES	HSA Family/Dep. Contributi	1,095.77
			DESERT SNOW TRNG-B.MULLETT	599.00
			WASH CLUB - CHIEF'S VEHICL	29.00
			TRANSUNION BACKGROUND	50.00
			AMMUNITION STORAGE BINS	146.88
			TOTAL:	13,620.45
911 Center	General Fund	AT & T/CITY HALL	LINE ADDED FOR 911	210.00
		INTERNAL REVENUE SERVICE	FICA	741.78
			Medicare	173.49
		ICMA	Retirement 401%	99.96
			Retirement 401	599.68
		AT&T MOBILITY-CELLS	911 DEPT CELL PHONES	44.36
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	193.74
		MITEL CLOUD SERVICES INC	POLICE CALL RECORDING	272.31
		BANKCARD SERVICES	EMD RECERT-W.FOSTER	50.00
			TOTAL:	2,460.32
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.31
			Medicare	47.09
		ICMA	Retirement 401%	33.29
			Retirement 401	199.71
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	593.90
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	134.23
			Medicare	31.39
		ICMA	Retirement 401%	22.19
			Retirement 401	133.16
		AT&T MOBILITY-CELLS	POLICE LAPTOPS 9/13-10/12	605.22
			PD LAPTOPS FN 8/24-9/23	701.08
			IT DEPT CELL PHONES	107.16
			IT DEPT CELL PHONES	31.00
			INTERNET CONNECTION	3.52
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,843.95
Economic Development	General Fund	BANKCARD SERVICES	MEAL/LOREDC MEETING	13.77
			RUMMAGE SALE BINGO PRIZES	469.85
			TOTAL:	483.62
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	169.63
		INTERNAL REVENUE SERVICE	Fed WH	641.09
			FICA	726.90
			Medicare	170.01
		ICMA	Retirment 457 &	380.40
			Retirement 457	78.17
			Loan Repayments	33.64
			Retirement Roth IRA	49.30
		HSA BANK	HSA Contribution	40.10
			HSA Family/Dep. Contributi	294.81
			TOTAL:	2,584.05
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	726.91
			Medicare	170.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	76.98
			Retirement 401	715.10
		CARD SERVICES 0248	STEEL TOE BOOTS-MERICAL, J	149.98
		STOCKMAN CONSTRUCTION CORP	DUDE RANCH SIDEWALK PH 4-PA	33,486.55
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	1.81
			TRANS DEPT CELL PHONES	15.49
		WEX INC	TRANS DEPT FUEL	3,072.48
			TRANS GPS	316.75
		XEROX CORPORATION DBA XEROX FINANCIAL	TRANSPORTATION	76.70
		AMEREN MISSOURI	PW CT METER 9/15-10/14/19	230.42
		AMEREN MISSOURI	792 PASSOVER RD 9/12-10/13	73.66
			NICHOLS RD ST LTS 9/15-10/	171.09
			872 PASSOVER RD 9/12-10/13	80.83
			MACE RD RNDABT LTS 9/12-10	46.85
			680 PASSOVER RD 9/12-10/13	54.70
			MAINT SALT BLDG 9/8-10/7/1	11.24
		HSA BANK	HSA Contribution	87.75
			HSA Family/Dep. Contributi	350.25
		ITERIS INC	CLEARPATH WEATHER PYMT 6 O	600.00
			CLEARPATH WEATHER PYMT 7 O	600.00
			TOTAL:	41,115.57
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	3,651.49
			State Withholding	216.49
		INTERNAL REVENUE SERVICE	Fed WH	609.31
			FICA	505.86
			Medicare	118.29
		ICMA	Retirement 457 &	133.26
			Retirement 457	41.91
			Loan Repayments	97.99
			Loan Repayments	33.63
			Retirement Roth IRA	47.85
		HSA BANK	HSA Contribution	4.95
			HSA Family/Dep. Contributi	36.30
		COMMERCIAL ACCEPTANCE COMPANY	COLLECTION FEES	14.55
			TOTAL:	5,511.88
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	505.87
			Medicare	118.30
		ICMA	Retirement 401%	77.21
			Retirement 401	501.65
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	280.68
			WATER DEPT CELL PHONES	68.15
		WEX INC	WATER DEPT FUEL	726.97
			WATER GPS	141.75
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER	76.70
		AMEREN MISSOURI	PW CT METER 9/15-10/14/19	230.42
		AMEREN MISSOURI	PARKVIEW WELL 54-29 9/12-1	360.44
			BLUFF RD TOWER 9/8-10/7/19	1,630.92
			COLLEGE WELL 9/5-10/6/19	2,343.28
			LK RD 54-59 WELL #2 8/27-9	52.48
			COLUMBIA CLGE WELL 9/12-10	1,706.62
			COLUMBIA TWR POLE 9/12-10/	67.46
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	199.50
		DEVORE, CALEB	MILEAGE REIMB - SCADA CALL	31.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STOUFER, TOMMIE L	MILEAGE REIMB 10/15-10/16/	29.92
			MILEAGE REIMB 10/16-10/23/	29.92
		BANKCARD SERVICES	PNEUMATIC WHEELS	653.00
		HEGGEMANN, INC	SWISS VLG WELL #OB19-010	8,455.00
			TOTAL:	17,776.65
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
			Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	371.88
		INTERNAL REVENUE SERVICE	Fed WH	1,187.21
			FICA	820.31
			Medicare	191.85
		ICMA	Retirement 457 &	46.58
			Retirement 457	241.91
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	67.85
		HSA BANK	HSA Contribution	29.95
			HSA Family/Dep. Contributi	136.80
		COMMERCIAL ACCEPTANCE COMPANY	COLLECTION FEES	14.56
			TOTAL:	3,689.94
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	820.29
			Medicare	191.82
		ICMA	Retirement 401%	116.44
			Retirement 401	817.32
		CARD SERVICES 0248	STEEL TOE BOOTS - N.EARP	179.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	239.44
			SEWER DEPT CELL PHONES	120.82
		STARK, CHAD	MILEAGE REIMB 10/9-10/16/1	78.88
		WEX INC	SEWER DEPT FUEL	1,164.62
			SEWER GPS	216.50
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER	76.70
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,539.10
			3949 CMPGRND LN G/S 9/8-10	17.53
			798 MANOR CIR 9/23-10/13/1	8.96
			4631 WINDSOR DR 9/12-10/13	13.70
			HWY D PREWITTS GP 9/5-10/6	53.14
			5757 CHAPEL DR L/S 9/15-10	38.36
			PW CT METER 9/15-10/14/19	230.41
			701 PA HE TSI 9/8-10/7/19	12.71
			PONDEROSA 54-29 9/12-10/13	11.41
			1089 OB RD L/S 9/12-10/13/	11.24
			1902 PROCTER DR 9/11-10/10	22.53
			5707 OB PKWY 9/12-10/13/19	12.46
			GRINDER PUMPS & LIFT STATI	3,276.81
			GRINDER PUMPS & LIFT STATI	5,543.18
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	500.25
		LIEDEL JR., BRIAN	MILEAGE REIMB 10/2-10/9/19	93.96
		HANKS, CODY	MILEAGE REIMB 10/2-10/9/19	48.72
		BANKCARD SERVICES	FILTER CARTRIDGE	239.56
			MAKITA ASST POWER TOOLS (6	1,004.59
			TOTAL:	17,272.44
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	342.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	954.36
			FICA	760.59
			Medicare	177.88
		ICMA	Loan Repayment	70.64
			Retirement 457 &	233.01
			Loan Repayments	122.24
		HSA BANK	HSA Family/Dep. Contributi	10.00
		WPS MEDICARE PART B	AMB REFUND OF OVERPAYMENT	<u>285.00</u>
			TOTAL:	2,955.72
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	760.59
			Medicare	177.88
		ICMA	Retirement 401%	97.65
			Retirement 401	585.94
		AT&T MOBILITY-CELLS	AMB LAPTOPS 9/13-10/12	86.46
			AMB DEPT CELL PHONES	44.36
		WEX INC	AMB FUEL	389.26
		HSA BANK	HSA Family/Dep. Contributi	150.00
		BANKCARD SERVICES	MEMSA MEMBERSHIP 9/19-9/20	<u>200.00</u>
			TOTAL:	2,492.14
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	2,605.56
			State Withholding	57.20
		INTERNAL REVENUE SERVICE	Fed WH	211.21
			FICA	308.43
			Medicare	72.13
		ICMA	Retirement 457 &	9.44
			Retirement 457	89.00
			Loan Repayments	<u>64.83</u>
			TOTAL:	3,417.80
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LCF RD WELL 9/9-10/7/	11.24
			KAISER TERMINAL BLDG 9/9-1	296.95
			LCF RD HANGAR 2 9/9-10/7/1	54.84
			LCF NEW AP HANGAR 9/9-10/7	43.36
		INTERNAL REVENUE SERVICE	FICA	308.43
			Medicare	72.13
		ICMA	Retirement 401%	33.86
			Retirement 401	260.30
		AT&T MOBILITY-CELLS	LCF CELL PHONES	22.18
		WEX INC	LCF FUEL	71.74
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		BANKCARD SERVICES	AIRPORT ADVERT. MO STATE G	125.00
			LODGING-T.DINSDALE 4STATE	<u>191.46</u>
			TOTAL:	1,698.99
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	187.96
			State Withholding	57.80
		INTERNAL REVENUE SERVICE	Fed WH	158.02
			FICA	202.20
			Medicare	47.29
		ICMA	Retirement 457 &	10.41
			Retirement 457	<u>30.00</u>
			TOTAL:	693.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	202.20
			Medicare	47.29
		ICMA	Retirement 401%	19.21
			Retirement 401	190.40
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERVICE 10/16-11/	88.31
		AT&T MOBILITY-CELLS	GG CELL PHONES	22.17
		WEX INC	GG FUEL	118.80
			GG GPS	25.00
		HSA BANK	HSA Family/Dep. Contributi	180.00
		BANKCARD SERVICES	AIRPORT ADVERT. MO STATE G	125.00
			LODGING-T.DINSDALE 4STATE	191.46
			TOTAL:	1,209.84

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

10	General Fund	73,043.84
20	Transportation	43,699.62
30	Water Fund	23,288.53
35	Sewer Fund	20,962.38
40	Ambulance Fund	5,447.86
45	Lee C. Fine Airport Fund	5,116.79
47	Grand Glaize Airport Fund	1,903.52

 GRAND TOTAL: 173,462.54

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	STAPLES BUSINESS ADVANTAGE	BINDER, 3 HOLE COPY PAPER	35.53
			TOTAL:	35.53
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	FOLDRS,NOTEPDS,WHT OUT,HIL	34.85
			DOCUMENT FRAME	16.00
			RETURN - NOTEPADS	11.30
			NOTEPADS	6.78
			TOTAL:	46.33
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	COUNTERFEIT DET. PEN,WHITE	12.76
			TAB DIVIDERS	7.80
			TOTAL:	20.56
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	CLASP ENVELOPES	8.69
			TOTAL:	8.69
City Attorney	General Fund	STAPLES BUSINESS ADVANTAGE	PENS, TONER	118.12
			NOTEPADS	20.82
			RETURN- NOTEPADS	20.82
			LEGAL SIZE NOTEPADS	8.80
			TOTAL:	126.92
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHNG,ROTATE TIRES - BD	99.92
		INTERNATIONAL CODE COUNCIL INC	CODE BOOK	104.00
			CODE BOOKS	1,715.27
			CODE BOOKS	594.02
		LEGACY EMBROIDERY INC	SHIRT - H.OLIVER	64.00
			TOTAL:	2,577.21
Building Maintenance	General Fund	EZARDS	HARDWARE FOR DISPATCH CHAI	9.76
		LAKELAND OIL CO LLC	GENERATOR FUEL	126.49
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE	159.30
			COFFEE	145.45
		MIDSTATE SIGN CORP	BLDG SIGN REPAIR, POLE LT	233.60
		AB PEST CONTROL INC	CH PEST CONTROL	125.00
		STAPLES BUSINESS ADVANTAGE	PLATES, FORKS	90.17
			MULTI FOLD PAPER TOWELS	90.60
			CLEANING WIPES, PAPER TOWE	75.36
		CROWN LINEN SERVICE INC	CH FLOOR MATS	41.69
		CHEM-AQUA INC	WATER TREATMENT FOR HVAC	885.60
		GEO SERVICES LLC	THERMOSTAT CHANGE-M.O'DAY	190.56
			TOTAL:	2,173.58
Parks	General Fund	EZARDS	GORILLA GLUE	5.99
		ADVANCED TURF SOLUTIONS INC	SURFECTANT SPRAY ENHANCER	30.35
			TURF PLAN	55.11
		FASTENAL CO	PARTS-BLEACHER RENO PP#2	18.15
		SHERWIN-WILLIAMS	PAINT - PARK CONCESSION DO	68.66
			PAINT - PARK CONCESSION DO	42.37
			FIELD PAINT	33.16
		ONE TIME VENDOR STEELGREEN MANUFACTURI	FOAMER - SPRAYER REPAIR	39.75
		SEDALIA RENTAL & SUPPL	OVERSEEDER TRACTOR RENTAL	360.00
			TOTAL:	653.54
Police	General Fund	GULF STATES DISTRIBUTING INC	AMMUNITION	6,214.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES - '06 FORD TA	34.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CENTRAL COMMUNICATIONS	SPEAKER MICROPHONES	678.00
		BIG O TIRES AND SERVICE CENTERS	TIRE REPLACEMENT - DET3	563.08
		TURN KEY MOBILE INC	PORTABLE PRINTER BATTERY	394.01
		HEDRICK MOTIV WERKS LLC	TRANS MOUNT/SVC TRANS - PD	399.09
			OIL CHANGE, DECAL REMOVAL-	109.06
			BATTERY, OIL CHANGE - PD16	254.44
			OIL CHANGE, TIRE ROTATE -	65.00
			OIL CHNG,TIRE ROT,FR BRKS-	221.34
			OIL CHANGE, TIRE ROTATE -	89.60
			OIL CHNG,TIRE ROT.-LIC# FD	81.21
		STAPLES BUSINESS ADVANTAGE	PENS, POST ITS, ENV.,NOTEP	41.98
			PENS	18.65
			PENS, ACCORDION FOLDERS	22.19
		ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	<u>198.38</u>
			TOTAL:	9,384.47
911 Center	General Fund	WIRELESS USA INC	NOV 2019 SERVICE CONTRACT	225.00
		WEST SAFETY SOLUTIONS CORP	V-VAAS MNTHLY FEE 10/3-11/	3,525.00
		OMNIGO SOFTWARE	PUBLIC SAFTY SFTWR 12/19-1	<u>49,788.96</u>
			TOTAL:	53,538.96
Information Technology	General Fund	TYLER TECHNOLOGIES INC	THERM PRNTR MAINT 12/19-11	203.00
		DELL MARKETING LP	DELL PPS EXT WRNTY 9/19-8/	427.80
		AMAZON CAPITAL SERVICES INC	PENS, PHONE/WALL CHARGERS	37.97
		INFINITECH CONSULTING LLC	SWITCHES FOR CITY HALL	<u>6,242.00</u>
			TOTAL:	6,910.77
Economic Development	General Fund	RAPID SIGNS	FALL FEST SIGNS & BANNERS	734.00
		HOLIDAY DESIGNS INC	STREET LITE DISPLAY/DECORA	<u>3,918.75</u>
			TOTAL:	4,652.75
Transportation	Transportation	EZARDS	DOORWAY LOCK FOR PW CLOSET	5.00
		GRAINGER INC	DIAPHRAGM PUMP-OIL RECYCL	502.33
		RP LUMBER INC	BOW RAKE	44.97
		FASTENAL CO	DRILL SET	100.23
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	54.64
			TRANS DEPT FLOOR MATS	15.06
			TRANS DEPT UNIFORMS	53.22
			TRANS DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	TRASH BAGS - OFFENDER PROG	27.46
			HAND SOAP, FORKS	23.68
		TALLMAN COMPANY	BATHROOM SUPPLIES	33.48
		O'REILLY AUTOMOTIVE STORES INC	OIL FOR SALT SPREADER BEDS	7.99
			OIL FOR SALT SPREADER BEDS	15.98
			FUEL FILT,H2O ALERT-FUEL T	33.67
			DIESEL EXHAUST FLUID-BACKH	19.98
		LAKE SUN LEADER 81525 & 1586450	BID NOTICE-QUAILS NEST SDW	220.50
		PRAIRIEFIRE COFFEE & ROASTERS	HOT CHOCOLATE	11.83
		PRECISION AUTO & TIRE SERVICE LLC	TIE ROD END, FR END ALIGN-	402.65
			MOUNT/BALANCE TIRES - TK62	84.50
		STAPLES BUSINESS ADVANTAGE	DESK CALENDARS	11.09
		INFINITECH CONSULTING LLC	SWITCHES FOR PUBLIC WORKS	2,080.66
		LOREN K. WOODARD dba	BEACH DR PROJ-CONDEMN APPRS	<u>1,500.00</u>
			TOTAL:	5,263.76
Water	Water Fund	CAPITAL MATERIALS LLC	GRAVEL - OZARK MEADOWS	913.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EZARDS	DOORWAY LOCK FOR PW CLOSET	5.00
		GRAINGER INC	DIAPHRAGM PUMP-OIL RECYCL	502.32
		FASTENAL CO	SAFETY GLASSES	7.92
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	27.32
			WATER DEPT FLOOR MATS	15.05
			WATER DEPT UNIFORMS	26.61
			WATER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	HAND SOAP, FORKS	23.67
		TALLMAN COMPANY	BATHROOM SUPPLIES	33.48
		O'REILLY AUTOMOTIVE STORES INC	CLEANING WIPES	5.49
		PRAIRIEFIRE COFFEE & ROASTERS	HOT CHOCOLATE	11.83
		DAM STEEL SUPPLY	METER MATERIALS - TIMBERLI	410.75
		CORE & MAIN LP	MARKING PAINT	26.40
			VALVE LID FOR METER PIT	152.95
			MARKING PAINT & PAINT WAND	41.85
		ALPHAGRAPHS OF OSAGE BEACH	SIGNATURE STAMP-BACKFLOW L	35.57
		STAPLES BUSINESS ADVANTAGE	DESK CALENDARS	11.10
		DREDGING INC DBA SCOTTS CONCRETE	YARDAGE DISCOUNT	44.00-
			YARDAGE DISCOUNT	76.00-
			CONCRETE - BLUFF RD TO SUN	424.50
		MCS RENTALS	SKID STEER RENTAL - TIMBER	206.89
		INFINITECH CONSULTING LLC	SWITCHES FOR PUBLIC WORKS	<u>2,080.67</u>
			TOTAL:	4,857.35
Sewer	Sewer Fund	EZARDS	DOORWAY LOCK FOR PW CLOSET	4.99
		GRAINGER INC	DIAPHRAGM PUMP-OIL RECYCL	502.32
		FASTENAL CO	HELICOILS-PUMP FIX, STOCK	31.48
			HELICOIL KIT	1.51
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	40.98
			SEWER DEPT FLOOR MATS	15.05
			SEWER DEPT UNIFORMS	39.92
			SEWER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	HAND SOAP, FORKS	23.68
		TALLMAN COMPANY	BATHROOM SUPPLIES	33.47
		MUNICIPAL EQUIPMENT CO	START RELAYS	997.62
		O'REILLY AUTOMOTIVE STORES INC	HELICOIL THREAD REPAIR KIT	28.99
			HELICOIL THREAD REPAIR KIT	28.99
			MEGA CRIMP COUPLING	16.18
		LAKELAND OIL CO LLC	GENERATOR FUEL	2,445.43
		PRAIRIEFIRE COFFEE & ROASTERS	HOT CHOCOLATE	11.84
		CORE & MAIN LP	MARKING PAINT	26.40
			MARKING PAINT & PAINT WAND	41.85
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR - TK75	20.00
			GAS CAP, SVC A/C - TK70	162.88
		STAPLES BUSINESS ADVANTAGE	DESK CALENDARS	11.09
		INFINITECH CONSULTING LLC	SWITCHES FOR PUBLIC WORKS	<u>2,080.67</u>
			TOTAL:	6,580.18
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	335.00
		STAPLES BUSINESS ADVANTAGE	PENS	<u>137.92</u>
			TOTAL:	472.92
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	MULTI FOLD PAPER TOWELS	26.86
		NAEGLER OIL CO	LCF JET FUEL	18,192.67
			LCF AV GAS	6,551.02
		CRAWFORD, MURPHY & TILLY INC	LCF TAXIWAY RECON 8/24-8/3	3,498.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EDWARD A BARCHENSKI JR DBA CJ ELEC	AIRCRAFT & CAR PRKG LIGHTI	970.00
			TOTAL:	29,238.68
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	BATTERIES	3.99
		RP LUMBER INC	LUMBER, LITE STICK-PAD @ G	42.29
		NAEGLER OIL CO	GG AV GAS	6,557.61
		CRAWFORD, MURPHY & TILLY INC	GG CONST 17-045A-1 8/24-9/	3,458.99
		EDWARD A BARCHENSKI JR DBA CJ ELEC	AIRCRAFT & CAR PRKG LIGHTI	520.00
		AMAZON CAPITAL SERVICES INC	HP LASERJET PRINTER	98.90
			TOTAL:	10,681.78

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

10	General Fund	80,129.31
20	Transportation	5,263.76
30	Water Fund	4,857.35
35	Sewer Fund	6,580.18
40	Ambulance Fund	472.92
45	Lee C. Fine Airport Fund	29,238.68
47	Grand Glaize Airport Fund	10,681.78

GRAND TOTAL:		137,223.98
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TOTAL PAGES: 4

(24)

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



Planning Dept. _____
Sewer Dept. _____
License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 10/29/2019

Date Application Received: _____

Name of Establishment: Smoker Friendly

Physical Address: 3715 Osage Beach Pkwy, Osage Beach, MO 65065

Mailing Address: 6790 Winchester Circle, Boulder, CO 80301

Applicant Name: The Cigarette Store Corp.; Perry Joe Cheatham, managing officer
(As it is to appear on license. If corporation, name of corporation and managing officer)

☒ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: October 29, 2019

Agenda Item:

Bill 19-71 - An ordinance of the City of Osage Beach, Missouri, relating to meetings records and votes, creating a standard for confidential information that directly complies with Missouri law at Section 610.021 of the Revised Statutes of Missouri by establishing a new section 117.020 B of the Code of Ordinances *Second Reading*

Requested Action:

Second Reading of Bill #19-71

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Not Applicable

Department Comments and Recommendation:

This ordinance conforms the City open records policy to existing Missouri Statutes under Section 610.021 RSMo.

City Attorney recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 19-71 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on October 24, 2019.

I concur with the City Attorney's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, RELATING TO MEETINGS RECORDS AND VOTES, CREATING A STANDARD FOR CONFIDENTIAL INFORMATION THAT DIRECTLY COMPLIES WITH MISSOURI LAW AT SECTION 610.021 OF THE REVISED STATUTES OF MISSOURI BY ESTABLISHING A NEW SECTION 117.020 B OF THE CODE OF ORDINANCES

WHEREAS, the open and efficient operation of city government is a matter of primary importance to the Board of Aldermen; and

WHEREAS, Missouri statutes specifically limit and delineate those matters that should be open records and those matters that should be held as closed records, and

WHEREAS, the Board of Aldermen determines in this ordinance that it is critical to set out the Board's intent that the City follow state law and that those records permitted to closed under Missouri law are closed;

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

Section 1. That a new sub Section 117.020 B of the Osage Beach Code of Ordinances be and is hereby adopted and shall read as follows:

SECTION 117.020 Meetings Records and Votes to be Public Exceptions

B. Reservation of Closed Records. Pursuant to the power granted to a public body in Section 610.021 of the Revised Statutes of Missouri, all records meetings and votes referenced in Section 117.020 A of this Code of Ordinances are hereby designated as closed records meeting or votes. All such records are subject to any disclosure required by state statute, legal process or ordered by a duly adopted ordinance of the Board of Aldermen.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree 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 affect 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 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 on and after the date of passage and approval of the Mayor.

READ FIRST TIME: October 24, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.71 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.71.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager
Date Submitted: October 28, 2019

Agenda Item:

Bill 19-55 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a fuel purchase agreement with Naegler Oil Company Inc. for the purchase of aviation fuel for Lee C. Fine and Grand Glaize airports in an amount not to exceed \$900,000 per year. *First Reading*

Requested Action:

First Reading of Bill #19-55

Ordinance Referenced for Action:

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:

None

Budgeted Item:

Yes, FY2020 pending.

Budget Line Item/Title:

FY19	\$
Budgeted Amount:	
Expenditures to Date (MM/DD/YY):	(\$)
Available:	\$
Requested Amount:	\$

Department Comments and Recommendation:

This contract will replace our current contract with Naegler Oil Co. We have been doing business with Naegler for 19 years with excellent results. On top of competitive

pricing Naegler also gives us the opportunity to split loads fuel with other airports they serve, which gives us great flexibility in our purchasing ability. We also receive CO-OP rebates from Phillips 66 that can be used for advertising, uniforms and fuel testing equipment

City Attorney Comments:

Per City Code 110.230, Bill 19-55 is in correct form.

City Administrator Comments:

This item was brought before the Board of Aldermen on October 17, 2019, at which time modifications were requested to include the markups within the contract as submitted by Naegler during the bidding process. The attached contract represents those changes.

If approved, this contract will commence on January 1, 2020. The FY2020 Budget will include expenditure estimates for the fuel as well as the corresponding revenue estimates for the resale of this fuel purchased.

The following expenditure accounts are included in the FY2020 budget for said fuel purchases,

*LCF = 45-00-762500 - Aviation Fuel/Resell

*LCF = 45-00-762550 - JetA Fuel/Resell

*GG = 47-00-762500 - Aviation Fuel/Resell

*GG = 47-00-762550 - JetA Fuel/Resell

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A FUEL PURCHASE AGREEMENT WITH NAELGER OIL COMPANY INC FOR THE PURCHASE OF AVIATION FUEL FOR LEE C. FINE AND GRAND GLAIZE AIRPORTS IN AN AMOUNT NOT TO EXCEED \$900,000 PER YEAR.

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 commencing on January 1, 2020 under substantially the same term as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liabilities authorized under this contract shall not exceed Nine Hundred Thousand Dollars (\$900,000) per year. This agreement may be renewed on an annual basis by the City Administrator for up to (5) years.

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 and after January 1, 2020, upon approval of the Mayor.

FIRST READ TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.55 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.55.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT FOR PURCHASE OF FUEL FOR
THE CITY OF OSAGE BEACH AIRPORT

Whereas, the City of Osage Beach, Missouri (hereafter "City") desires to purchase fuels for the use and resale at the Lee C. Fine and Grand Glaize Airports;
and

Whereas, Naegler Oil Co. Inc. (hereafter "Naegler") is a Missouri corporation who distributes fuel products; and

Whereas, the City desires to purchase fuel from Naegler and Naegler desires to supply fuel products to the City and the parties desire this agreement to commence on January 1, 2020:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Naegler shall supply fuel to City in the types and quantities as requested by the City. Delivery shall be made in a timely manner, as close as possible to the time(s) as requested by City. Markup shall conform to the schedule and terms on the Bid sheet attached hereto as Exhibit "A".
2. City shall notify Naegler of requests for fuel products and shall attempt to give Naegler timely notification of such requests.
3. Naegler shall invoice City showing the date of delivery, amounts of fuel delivered, types of fuel delivered, cost per gallon and total cost of fuel, state fuel tax added (where applicable), and federal fuel tax added. Naegler shall show delivery costs which are added to deliveries.
4. City shall remit payment to Naegler monthly upon receipt of a fuel invoice where practical.
5. Naegler shall process credit cards through Phillips on the City's behalf for purchases made by City's customers at the City's airport.
6. Naegler shall provide City a statement of credit cards processed on a monthly basis, no later than the 10th of the month for the prior month. Such statement shall indicate the gross amounts of credit cards processed, the fees charged by Phillips for the processing of such cards and the net amount of cards to be paid from Naegler to

City. Naegler shall also include, with such statement, full payment to the city in the amount of the net credit cards for the prior month. Upon request, Naegler shall provide a daily breakdown of credit cards processed on behalf of the city.

7. The term of this contract is one year beginning January 1, 2020. The parties agree that the City, acting through the City Administrator may execute a renewal of this contract for up to five additional years in which the budget contains sufficient funds for the costs to be incurred, for the expenditures not to exceed Nine Hundred Thousand Dollars (\$900,000.00) per year. This agreement may be terminated by either party upon written notice at least 90 days in advance of such termination.

ATTEST:

City of Osage Beach, Missouri

Clerk

Dated: _____

Mayor

Naegler Oil Company, Inc.

Dated: _____

William Joseph Naegler Jr.

President

Exhibit A

Vender	AVGas Markup	AVGas Freight	AVGas Total Markup Per Gallon	Jet A Markup	Jet A Freight	"Prist" Additive (anti icing)	Jet A Total Markup	Loading Terminal Location	Branded CC Fee %	Visa Fee %	Mastercard Fee %
Shell Aviation New Bern, NC	0.07	0.2676	0.3376	0.05	0.109	0.0125	0.1715	Tyler, TX Memphis, TN	Shell 1.85	2.375	2.375
Naegler Oil Springfield, MO	0.06	0.115	0.175	0.06	0.0945	Included	0.1545	Mt Vernon, MO Kansas City, KS	Phillips 66 No Charge	2.15	2.15
Avfuel Corp Ann Arbor, MI	0.05	0.32838	0.37838	0.05	0.1036	0.01381	0.16741	Tulsa, OK Tyler, TX Kansas City, KS	N/A	2.18	2.18

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: October 23, 2019

Agenda Item:

Bill 19-72 - An ordinance of the City of Osage Beach, Missouri, amending Section 600.120.E.5, the requirement for background checks when renewing a liquor license to require a permanent release to allow the Police Chief or his designee to access such information. *First Reading*

Requested Action:

First Reading of Bill #19-72

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The ordinance is drafted to take effect January 1, 2020 for liquor license renewals in 2020.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

This Ordinance was created to address the Board's concern about the burden imposed on existing liquor license holders providing background checks when applying for license renewals.

This bill is within the Board of Aldermen's authority to regulate liquor sales within the City limits, and is ready for the Board's consideration and decision.

City Attorney Comments:

Per City Code 110.230, Bill 19-72 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 600.120 E. 5 THE REQUIREMENT FOR A BACKGROUND CHECKS WHEN RENEWING A LIQUOR LICENSE TO REQUIRE A PERMANENT RELEASE TO ALLOW THE POLICE CHIEF OR HIS DESIGNEE TO ACCESS SUCH INFORMATION.

WHEREAS, the Board of Aldermen understands the responsibility of the City to properly manage the sale of intoxicating liquor within the City and the responsibility to provide a secure and welcoming environment for businesses within the City and the need to properly balance both responsibilities; and,

WHEREAS, the Board of Aldermen believes that a system for liquor license renewal background checks as set forth below is in the best interest of the City;

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

Section 1. That Section 600.120 E 5 of Osage Beach Code of Ordinances be and is hereby repealed.

Section 2. That a new Section 600.120 E 5 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

600.120 E 5 Renewal Application, Release of Background Check

Upon the first application for renewal of any liquor license, which application is made after January 1, 2020, the applicant shall submit either:

a) a criminal record check dated within six (6) months preceding the date of the renewal application for each individual owner, or partner if a partnership or if an LLC, all members of an LLC must submit such a criminal record check. If applicant is a corporation, the following individuals must submit a criminal record check; the managing officer, each officer and director and all shareholder(s) who own ten percent (10%) or more of the stock of the business. The record check must be issued by the Missouri Criminal Records Division of the Missouri Department of Public Safety or its successors;

or,

b). a valid notarized Waiver and Release, in a form prepared by the Liquor Control Board, which form is acceptable to the Missouri Criminal Records Division of the Missouri Department of Public Safety, or its successors, which Waiver and Release authorizes the Police Chief or his designee to obtain a criminal records check and all such other information as may be available through the Missouri MULES system. The applicant shall submit a new notarized release within

30 days of a request by the Police Chief when the release on file is no longer sufficient for the purposes state above.

c.) Any holder of a liquor license shall report any change of fact in their license application or Waiver and Release within 10 days to the Liquor Control Board and submit such new Waiver and Release forms as such change may make necessary for the purposes stated in subpart b above.

Section 3. Severability

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

Section 4. Repeal of Ordinance 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 not suit, prosecution, proceedings, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. This Ordinance shall be in full force and effect from and after January 1, 2020, upon approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.72 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.72.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk
Date Submitted: October 23, 2019

Agenda Item:

Bill 19-73 - An ordinance of the City of Osage Beach, Missouri, establishing and providing for the Election procedure to be followed for the General Municipal Election to be held on April 7, 2020 in the City of Osage Beach *First Reading*

Requested Action:

First Reading of Bill #19-73

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

This bill proposes to establish election dates for the 2020 Municipal Election. The Missouri Comprehensive Election Act of 1977 requires an Ordinance to be adopted establishing the procedures to be followed for the General Municipal Election. Staff recommends approval of Bill 19-73.

City Attorney Comments:

Per City Code 110.230, Bill 19-73 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE AUTHORIZING AND ESTABLISHING AND PROVIDING FOR THE ELECTION PROCEDURE TO BE FOLLOWED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD APRIL 7, 2020 IN THE CITY OF OSAGE BEACH, MISSOURI

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

Section 1. That pursuant to the provisions of the Missouri Comprehensive Election Act of 1977, Chapter 115 RSMo, the City of Osage Beach will hold its General Municipal Election on the 7th day of April 2020 for the following offices:

<u>OFFICE</u>	<u>TERM</u>
Alderman from Ward I	Two Year Term
Alderman from Ward II	Two Year Term
Alderman from Ward III	Two Year Term

Section 2. That the dates for filing for the above offices shall commence on December 17, 2019. Candidates must file a Declaration of Candidacy with the City Clerk, 1000 City Parkway, Osage Beach, beginning at 8:00 a.m. on Tuesday, December 17, 2019 and continuing during regular business hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, until Tuesday, January 21, 2020. City Hall will be closed on December 24, December 25, 2019 and January 1, 2020, therefore, no filings will be accepted on those dates.

Section 3. Section 105.030 of the Osage Beach Municipal Code is hereby reaffirmed as follows:

a. Any person who desires to become a candidate for an elective City office at the general municipal election shall file with the City Clerk, not prior to the hour of 8:00 A.M. on the seventeenth (17th) Tuesday prior to, nor later than 5:00 P.M. on the twenty first (21st) Tuesday prior to the general municipal election, a written declaration of intent to become a candidate at said election. The City Clerk shall keep a permanent record of the name of the candidate, the office for which the candidate seeks election, and the date and time of filing.

b. For candidates who file a declaration of candidacy with the City Clerk prior to 5:00 p.m. on the first day for filing, the City Clerk shall administer a random drawing in order to determine the sequence in which such candidates' names shall appear on the ballot. Each candidate shall draw a number at random at the time of filing and the number shall be recorded on the candidate's declaration of candidacy form. The names of candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn. Thereafter candidates who file after the first day of filing shall be listed in chronological order on the ballot.

Section 4. Severability

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

Section 5. 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. XX.XX 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.73.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Stacy Bruns, Project Manager
Presenter: Jeana Woods, City Administrator
Date Submitted: October 23, 2019

Agenda Item:

Bill 19-74 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract Amendment No. 1 for Engineering Contract AEOB18-005 Mace Road Phase 2 in the amount of \$15,000. *First Reading.*

Requested Action:

First Reading of Bill #19-74

Ordinance Referenced for Action:

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:

None

Budgeted Item:

Yes

Budget Line Item/Title: 20-00-773100 Engineering

FY19 Budgeted Amount:	\$ 284,076
Expenditures to Date (10/25/19):	(\$ 62,776)
Available:	\$ 221,300
Requested Amount:	\$ 15,000

Department Comments and Recommendation:

This contract modification addresses the City's utilities that need to be relocated for the Mace Road Phase 2 project. This will modify the plans to include the relocation of

utilities and allow them to be included in the bidding documents for the contractor on the project.

We have negotiated this contract modification with Bartlett & West, Inc. This contract modification is not to exceed the amount of \$15,000.00. The original Mace Rd Phase 2 Design contract was awarded in 2/15/18 for \$213,000. This modification will bring the new contract with Bartlett & West for the Mace Rd Phase 2 Design to \$228,000.

City Attorney Comments:

Per City Code 110.230, Bill 19-74 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT AEOB18-005 WITH BARTLETT & WEST, INC. FOR THE MACE ROAD PHASE 2 IMPROVEMENTS IN THE AMOUNT OF \$15,000.00.

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 Bartlett & West, Inc. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract in the amount of Fifteen Thousand Dollars (\$15,000.00).

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 on and after date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.74 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.74.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

BARTLETT & WEST, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1

WHEREAS, the City of Osage Beach Missouri (CLIENT) and Bartlett & West, Inc (CONSULTANT) have entered into an Agreement dated March 6th, 2018, hereinafter referred to as the “Original Agreement,” for the performance of professional services on Mace Road Improvements.

The CLIENT and CONSULTANT desire to amend said Original Agreement to facilitate performance of additional services. These services are generally described as follows:

Modifying the utility relocation plans to allow them to be included in the bidding documents for the contractor on the project.

WHEREAS, CLIENT requires certain professional services in connection with the Project (the Services); and,

WHEREAS, CONSULTANT is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in the Original Agreement, CLIENT and CONSULTANT agree to amend the Original Agreement as follows:

1. SCOPE OF WORK: The CONSULTANT shall perform services defined in this section consistent with the CLIENT’S desire to complete the project defined above. The services noted below shall be completed in addition to those services included in the original scope of work.
 1. Data Collection and Survey
 - 1.1 Coordinate with City on existing pipe material and sizes, construction service interruption timeframes and existing sanitary lift station storage capacity.
 - 1.2 Review City specifications for sanitary and waterline construction. City to provide their water and sewer technical specifications.
 - 1.3 No additional services are included in this scope of services.
 2. Preliminary Plans
 - 2.1 No additional services are included in this scope of services.
 3. Utility Relocation
 - 3.1 No additional services are included in this scope of services.
 4. Final Plans

4.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:

- 4.1.1 General Notes/Standard Details
- 4.1.2 Waterline Plan/Profile Sheets (assumes 5 sheets)
- 4.1.3 Sanitary Force Main Plan/Profile Sheets (assumes 2 sheets)
- 4.1.4 No additional plans are included in this scope of services.

4.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project.

4.3 Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.

4.4 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.

5. Project Management and Coordination

5.1 No additional meetings are included in this scope of services.

5.2 QA/QC

5.2.1 Perform reviews of utility relocation plans on the project for quality assurance purposes.

5.3 Administration and Coordination:

5.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.

5.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.

6. Bidding Phase Services

6.1 No additional meetings are included in this scope of services.

7. Construction Phase Services

7.1 No additional services are included in this scope of services.

8. Additional Services

8.1 No additional services are included in this scope

2. FEE AND PAYMENT PROVISIONS: For the services covered by this Amendment, the CLIENT agrees to pay the CONSULTANT as follows:

The City will pay a Lump Sum fee of \$15,000.00 for the services noted in this supplemental to the original contract. The total contract amount will be adjusted to \$228,000.00.

3. SCHEDULE:

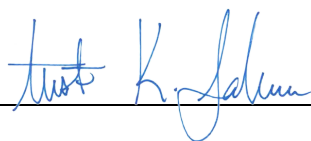
No change to the schedule from the original agreement shall be made.

Except as provided in this or previous Amendments, all other terms and conditions of the Original Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Original Agreement and the terms and conditions of this or previous Amendments, the Original Agreement shall control unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto agree to modify the above-referenced Agreement as set forth in this Amendment, effective this 15th day of October, 2019.

CLIENT:
CITY OF OSAGE BEACH, MO

CONSULTANT:
BARTLETT & WEST, INC.

_____

By (print name):_____

By (print name): Austin Johnson

Title:_____

Title: Project Manager I

Date Signed:_____

Date Signed: 10/15/2019

PROJECT FEE ESTIMATING SHEET
Design Phase Services - Maco Road Intersection and Roadway Improvements - Phase 2
Osage Beach, Camden County, Missouri

Tasks	Staff Hours										Total		
	Eng. IX	Eng. VII	Eng. IV	Eng. Tech IV	Surv. VII	Tech IV	Surv. IV	Admin. II	Other Direct Costs		Total Fee	Subtotal Fee	
	\$190.00	\$165.00	\$130.00	\$105.00	\$135.00	\$85.00	\$74.00		Item	Cost			
TOTALS	2	12	46	57	0	0	2			\$616.00	\$15,089.00		
1. Data Collection and Survey													
1.1 Coordinate with City on existing pipe material and sizes, construction service interruption timeframes and existing sanitary lift station storage capacity.			2							\$260.00	\$260.00		
1.2 Review City specifications for sanitary and wastewater construction. City to provide their water and sewer technical specifications.		1	4							\$685.00	\$685.00		
1.3 No additional services are included in this scope of services.										\$0.00	\$0.00		
2. Preliminary Plans													
2.1 No additional services are included in this scope of services.										\$0.00	\$0.00		
3. Utility Relocation													
3.1 No additional services are included in this scope of services.										\$0.00	\$0.00		
4. Final Plans													
4.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:													
4.1.1 General Notes/Standard Details	1	2	1							\$530.00	\$530.00		
4.1.2 Waterline Plan/Profile Sheets (assumes 5 sheets)	2	12	24							\$4,410.00	\$220.00		
4.1.3 Sanitary Force Main Plan/Profile Sheets (assumes 2 sheets)	2	8	16							\$3,050.00	\$150.00		
4.1.4 No additional plans are included in this scope of services.										\$0.00	\$0.00		
4.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project.			4	2						\$730.00	\$50.00		
4.3 Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.	2	4	2							\$1,060.00	\$20.00		
4.4 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.		2	8	12						\$2,630.00	\$122.00		
5. Project Management and Coordination													
5.1 No additional meetings are included in this scope of services.										\$0.00	\$0.00		
5.2 QA/QC										\$0.00	\$0.00		
5.2.1 Perform reviews of utility relocation plans on the project for quality assurance purposes.	2									\$380.00	\$20.00		
5.3 Administration and Coordination:											\$0.00		
5.3.1 Perform duties necessary for administration of project contract and subcontractor contracts. Prepare and administer project expenses and invoices to City.		2					2			\$478.00	\$10.00		
5.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.								2		\$260.00	\$260.00		
6. Bidding Phase Services													
6.1 No additional meetings are included in this scope of services.										\$0.00	\$0.00		
7. Construction Phase Services													
7.1 No additional services are included in this scope of services.										\$0.00	\$0.00		
8. Additional Services													
8.1 No additional services are included in this scope of services.										\$0.00	\$0.00		

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: October 30, 2019

Agenda Item:

Bill 19-75 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a professional services agreement with LOR Engineering, LLC, dba Cochran to provide Civil Engineering Services in an amount not to exceed \$45,000. *First and Second Reading.*

Requested Action:

First & Second Reading of Bill #19-75

Ordinance Referenced for Action:

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 -We are without city engineer services.

Budgeted Item:

No

Budget Line Item/Title: 20-00-733800 Professional Services

FY19 Budgeted Amount:	\$ 7,000
Expenditures to Date (10/25/19):	(\$ 3,336)
Available:	\$ 3,664

Requested Amount:	\$ 3,300
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Budget Line Item/Title: 30-00-733800 Professional Services

FY19 Budgeted Amount:	\$ 5,100
Expenditures to Date (10/25/19):	(\$ 2,618)
Available:	\$ 2,482

Requested Amount: \$ 3,300
Budget Line Item/Title: 35-00-73380 Professional Services

FY19 Budgeted Amount: \$ 20,000
Expenditures to Date (10/25/19): (\$ 8,428)
Available: \$ 11,572

Requested Amount: \$ 3,300

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 19-75 is in correct form.

City Administrator Comments:

The City is in need of City Engineer Services during the transition of hiring a full time City Engineer. An RFQ was published and the process closed recently. The selection panel, based on their review and scoring, has selected LOR Engineering, LLC, dba Cochran, as the top firm for said services.

The contract represents for the most part a time and expense contract basis, only paying for services utilized, and will be effective upon approval by the Board of Aldermen. This service is only needed in the interim of hiring a full time City Engineer.

This request includes a request to approve and contract with Cochran for Engineering Services in an amount not to exceed \$45,000 in total. Estimated costs for the remainder of FY2019 is \$9,900 with the remaining not to exceed amount to be spent in FY2020.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN TO PROVIDE CIVIL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000.

WHEREAS, the Board of Aldermen has determined it is in the best interest of the City to authorize a contract with LOR Engineering, LLC dba Cochran to provide engineering services.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with LOR Engineering, LLC dba Cochran to provide engineering services at indicated in the attached contract ("Exhibit A").

Total expenditures or liability authorized under the contract shall not exceed Forty Five Thousand Dollars (\$45,000).

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 on and after date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.75 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.75.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made here and entered into this _____ day of _____ 2019, by and between the City of Osage Beach, Missouri (hereinafter "CITY") and LOR Engineering, LLC dba Cochran (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY, has made a determination that it would benefit from a Professional Services Agreement for Civil Engineering Services to be provided for the City; and

WHEREAS, the CITY made a Request for Qualifications for Civil Engineering services and CONSULTANT was selected and awarded the contract for said services to be provided to the CITY; and

WHEREAS, the CONSULTANT and the CITY have agreed to certain benefits which are set forth below; and

WHEREAS, the CITY wishes to employ the CONSULTANT primarily on a Time and Expense Contract basis, but in some cases on a lump sum basis, for the term of the above referenced Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, is it agreed as follows:

1. The CITY Will:

- a. Pay CONSULTANT monthly invoices which itemize services rendered to the CITY, as specified below, within thirty (30) days of the date of the invoice, upon certification by the designated representative of CITY that the services have been rendered.
- b. Provide payment, as invoiced monthly, for all expenses, supplies, photocopying and other costs incurred as a result of this Contract.
- c. Pay CONSULTANT hourly rates for Civil Engineering services and expenses at rates as set forth in the rate schedule marked "Exhibit A", attached hereto and incorporated herein by reference as if fully set forth in this paragraph. CONSULTANT may revise "Exhibit A" rates annually at the anniversary date of this Agreement, however the acceptance of said revised rates are subject to City's approval and, if not so approved, shall be cause for the termination of this Agreement as set forth in Paragraph 3.b below.
- d. For Lump Sum projects, pay CONSULTANT on a monthly basis an agreed upon sum based upon the percentage of work completed by the last day of the preceding month.

2. The CONSULTANT Will:

- a. Provide Civil Engineering services in accordance with the Scope of Services set forth in a document marked "Exhibit B", attached hereto and incorporated herein by reference as if fully set forth in this paragraph.
- b. Not subcontract or assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the CITY and agrees that only those individuals listed in the submitted response to the RFQ work within the agreed upon services.
- c. The PARTIES understand and agree that there may be projects or needs for Civil Engineering services which outside CONSULTANT'S capability, as determined by the

CITY, and/or a particular project is required to be bid by State or Federal regulations. Under the foregoing circumstances, CITY and CONSULTANT agree to meet and determine the approach which best meets CITY'S needs which may allow for Civil Engineering services to be subcontracted through CONSULTANT or secured through a separate solicitation process. In either event, CONSULTANT shall remain available to assist other consultants as required.

- d. Conflict of Interest: Covenants that CONSULTANT presently has no interest in any contract, business, or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract.
- e. Non-Discrimination: Agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin, or ancestry, political affiliation or beliefs, religion or handicap.
- f. Federal Work Authorization Program: CONSULTANT agrees to execute the affidavit, attached hereto, marked "Exhibit C" and incorporated herein as if fully set out in this paragraph, required by Section 285.530 R.S. Mo relating to the Federal Work Authorization Program and to comply with all applicable State and Federal laws relating to unauthorized aliens. CONSULTANT acknowledges that Section 285.530 R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONSULTANT therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo and that it will not knowingly employ, hire for employment or continue to employ any unauthorized aliens to perform any of the services contemplated herein and that its employees are lawfully eligible to work in the United States.

3. **The PARTIES Mutually Agree to the Following:**

- a. Term. The contract shall be in effect for a period of one (1) year from the date of this Agreement unless earlier terminated with or without cause or extended as referenced below.
- b. **Termination.** The Agreement may be terminated by either party without cause, upon fourteen (14) days written notice. This agreement may be terminated with cause upon twenty-four (24) hour written notice. In either such event, final payment to the CONSULTANT shall be limited to services provided by the CONSULTANT as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the CITY'S budget for this work.
- c. **Just Cause for Termination.** Noncompliance with any portion of the Agreement, or violation of State or Federal laws or City Code, will be just cause for immediate termination of this Contract as set forth in paragraph 3 a. above. Just cause may include any other grounds determined by the CITY to be just cause.
- d. **Documentation Confidentiality.** Any reports, data, or similar information given to or prepared or assembled by the CONSULTANT under this Contract which the CITY requests to be kept as confidential shall be considered the property of the CITY and shall not be made available to any individual or organization by the CONSULTANT without

prior written approval of the CITY. Consultant understands that the reports, data or other information prepared for and delivered to the City may be subject to disclosure under the *Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri* or other applicable state federal statutes or city ordinances.

- e. **CITY'S Option to Extend.** This Contract may be extended by the CITY, at the CITY'S sole option, beyond the original term, for a fixed term of no more than One (1) year per extension with a limit of three (3) extensions, provided that:
- i. The terms for extension are in writing and submitted by one party to the other at least thirty (30) days prior to the expiration of any term;
 - ii. The extension is executed by the CONSULTANT and the CITY'S authorized representative; and
 - iii. Appropriation of funds is approved and achieved.

4. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Camden County, Missouri.

5. **Entire Agreement.** This agreement, contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereunto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year herein stated.

**LOR ENGINEERING, LLC,
CONSULTANT**

By: Christopher N. Boone, Owner

CITY OF OSAGE BEACH, MISSOURI

By: John Olivarri, Mayor

ATTEST:

By: Tara, Berreth, City Clerk

APPROVED AS TO FORM:

By: City Attorney

EXHIBIT A

Charge-Out Rates



2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2019, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
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2804 N. Biagio Street
Ozark, MO 65721
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905 Executive Drive
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Fax: 573-525-0298



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**2019
FEE SCHEDULE**

LABORATORY TESTING

	<u>Test Method</u>			<u>Unit</u>	<u>Price</u>
	<u>ASTM</u>	<u>AASHTO</u>	<u>MoDOT</u>		
<u>Asphalt</u>					
Asphalt Binder Content of Asphalt Mixtures by the Nuclear Method	D4125	T 287	TM-54	each	\$100.00
Asphalt Binder Content of HMA by the Ignition Method	D6307	T 308		each	\$150.00
Asphalt Binder Content of HMA with Washed Gradation - Ignition Method				each	\$210.00
RAP or Aggregate Correction Factor (for use with AC Content - Burn Off Method)			TM-77	each	\$125.00
Asphalt Calibration Curve for Nuclear Asphalt Content Gauge - 3 points				each	\$300.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	D2726	T 166		each	\$40.00
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	D3549			each	\$10.00
<u>Concrete</u>					
Compressive Strength of Concrete Core (includes sawcutting one end)	C39	T 22		each	\$35.00
Compressive Strength of Concrete Cylinder (4"x8", 6"x12")	C39	T 22		each	\$15.00
Compressive Strength of Grout (Prism or Cube)	C1019			each	\$20.00
Compressive Strength of Mortar Cylinder (2"x4")	C39	T 22		each	\$15.00
Flexural Strength of Concrete Beam	C78	T 97		each	\$40.00
Sawcut Cylinders Ends (to meet ASTM standards)				each	\$15.00
Measuring Length of Drilled Concrete Cores	C174	T 148		each	\$20.00
Concrete Trial Mix Verification				mix	Call for pricing
<u>Soil</u>					
Atterberg Limits	D4318	T 89/90		each	\$80.00
California Bearing Ratio	D1883	T 193		each	\$180.00
Density of Soil in Place by the Drive-Cylinder Method	D2937			each	\$35.00
Modified Proctor	D1557	T 180		each	\$200.00
Moisture Content of Soil	D2216	T 265		each	\$20.00
pH Value	G51	T 289		each	\$35.00
Resistivity	G187	T 288		each	\$125.00
Standard Proctor	D698	T 99		each	\$180.00
Unconfined Compressive Strength of Cohesive Soil	D2166	T 208		each	\$70.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Soil	C117	T 11		each	\$50.00

Initials: _____

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LABORATORY TESTING

Aggregates

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
Deleterious Content of Aggregate (Concrete, Asphalt and Base)			TM-71	each	\$55.00
Flat and Elongated Particles in Coarse Aggregate	D4791			each	\$55.00
Moisture Content of Aggregate	C566	T 255		each	\$20.00
Specific Gravity and Absorption of Fine Aggregate	C128	T 84		each	\$90.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T 85		each	\$65.00
Sieve Analysis of Fine and Coarse Aggregates	C136	T 27		each	\$60.00
Bulk Density ("Unit Weight") and Voids in Aggregate	C29	T 19		each	\$40.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Aggregate	C117	T 11		each	\$50.00

Rock

Compressive Strength of Rock Core	C39	T 22		each	\$40.00
Rock Core Photograph				each	\$25.00

Additional Field Services

Rebound Hammer Test				day	\$25.00
Coring Bit Wear (Asphalt and Concrete)				inch	\$6.00
Coring Equipment Rental				day	\$75.00
Trailer for Curing Concrete Cylinders and Beams				day	\$100.00
Nuclear Density Gauge				day	\$35.00
Measurement of Pavement Surface Texture Depth by the Sand-Patch Method			TM-19	each	\$20.00
Cylinder Molds				each	\$1.00
Vapor Emissions				each	\$17.50

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2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2019, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Engineer 4	\$ 95.00
Field Manager	\$ 70.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00
MoDOT Certified Tech.	\$ 57.50
Mileage (per mile)	\$ 0.54

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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EXHIBIT B

Request for Qualifications

The City of Osage Beach
Request for Qualifications for City Engineering Services

Requesting for Qualifications (RFQ) – The City of Osage Beach is requesting qualifications from Professional Engineering Firms for municipal engineering services in relation to the duties of City Engineer.

Qualifications are requested for providing professional services related to the scope of services listed below. Firms must submit their Statement of Qualifications to Jeana Woods, City Administrator, City of Osage Beach, 1000 City Parkway, Osage Beach, Missouri 65065 before 4:00 PM local time, Wednesday the 16th of October 2019.

Purpose and Scope

The selected firm will fulfill the duties of City Engineer and perform other related duties as directed by the City Administrator. Services may include, but are not limited to, the following:

- Plan Review – Subdivision, Platting, Regulation Compliance, etc.
- Water System Engineering – Wells, Towers, Distribution System, Reports and Studies, etc.
- Wastewater Engineering – Lift Stations, Collection Systems, Reports and Studies, etc.
- Stormwater Engineering – Control, Collection and Conveyance, Reports and Studies, etc.
- Transportation Engineering – Streets, Bridges, Sidewalks, Reports and Studies, etc.
- Survey – Boundary, Topographic, Legal, etc.
- Geotechnical – Phase 1 Environmental Assessment, Lead Based Paint and Asbestos Assessment, Geotechnical Investigation
- Construction Services – Construction Staking, Materials Testing, Inspection, Construction Management, etc.
- Consultation on City Utilities and Facilities – Furnish advise and consultation on the operation, maintenance, and permitting of the City’s water distribution system, stormwater drainage system, transportation system, and other City owned facilities under the direction of the City Administrator
- Consultation on development projects/permits – Review project plans and proposals for compliance with City Code, Standards and Specifications, and other applicable requirements
- Have personnel available to meet with residents, contractors, developers, engineers, etc. as requested
- Bidding – Assist with bidding for construction and/or engineering pertaining to ongoing City projects

A professional services agreement shall specify the scope of included services. The City reserves the right to enter into additional agreements with the selected firm or other firms for specific projects (e.g. the design or construction supervision of major public improvements). The City anticipates the negotiation of the scope of services and the format of payment for such services shall be a collaborative undertaking between the City and the successful respondent, while also conforming to the City’s purchasing ordinances.

Submittal Requirements

The response to this RFQ must include a minimum of the following items and information shall be concise and specific to address each request and be limited to a total of 15 pages (single sided).

Please note, the cover sheet is not included in the page count.

1. Contain a letter of interest (no more than one page long);
2. Firm Name/Address;
3. Provide the name of each engineer proposed to provide services and the name of the lead engineer who will be the main contact with the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead engineer must be licensed to practice in the State of Missouri, with a minimum of five (5) years' experience; experience on the behalf of local government(s) is highly desired;
4. The specialized experience and technical competence of the firm with respect to the type of services required;
5. The capacity and capability of the firm to perform the work in question, including specialized services, the ability to respond in a timely manner and on short notice, and the proposed approach to communicating with the City;
6. The past record of performance of the firm with respect to such factors as control of cost, quality of work, and ability to accommodate schedules and meet deadlines;
7. The firm's proximity to and familiarity with the City of Osage Beach;
8. It is the policy of the City of Osage Beach to negotiate contracts for engineering services based on demonstrated competence and qualifications, at fair and reasonable prices pursuant to Section 8.285 R.S.Mo. Please include three existing clients as references, listing the range of fees charged by you to those clients for services similar to the services referenced in this RFQ.

Selection Criteria

A City's review team will evaluate each firm's submission based upon the criteria listed below. Firms may be invited to an interview the week following the submittal deadline. Following the evaluation process, the City will select a firm and negotiate a fee. The City reserves the right to negotiate modifications to the RFQ. The City reserves the right to terminate this process and reject all bids.

The firm will be selected on the following criteria:

Experience and Qualifications	40 Max Points
Past Performance and References	20 Max Points
Familiarity with the City	20 Max Points
Proximity of Firm and Staff Assigned to this project	20 Max Points

Requirements

A Statement of Qualifications Package shall:

- Be submitted to Jeana Woods, City Administrator, City of Osage Beach, 1000 City Parkway, Osage Beach, MO 65065 before 4:00 PM local time, Wednesday the 16th of October 2019. Be sealed and clearly marked “**Statement of Qualifications for City Engineering Services**”;
- Include three (3) bound copies of the Statement of Qualifications; and
- Include one previously unused flash drive containing an exact electronic copy of the bound Statement of Qualifications in PDF format.

Procedure Information

- Submittals received after the deadline will not be considered.
- The City reserves the right to reject any and all submissions the City determines does not meet the intent of these requirements and to waive defects in form or irregularities where the best interest of the City would be served.
- Respondents must bear all costs associated with submittal including preparation, copying, postage, and delivery costs. The City will not be responsible for any cost or expenses incurred by persons or organizations attempting to respond to this Request for Qualifications.
- The City retains the right to cancel this solicitation at any time. If this solicitation is cancelled, all submittals received in response to this Request for Qualifications will be rejected.
- The City shall be under no obligation to return any materials submitted in response to this Request for Qualifications.
- All information submitted becomes a public record pursuant to Missouri Sunshine Law chapter 610 R.S.Mo.
- All questions concerning this RFQ shall be directed to Jeana Woods, City Administrator, at jwoods@osagebeach.org or 573-302-2000 extension 1010 at a minimum of 48 hours prior to the required submission date.

City of Osage Beach

A Municipal Corporation

By:



Tara Berreth, City Clerk

EXHIBIT C

Federal Work Authorization Program

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the LOR Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 758707

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 758707

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 758707

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 758707

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 758707

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 758707

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 758707

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 758707

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 758707

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 758707

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 758707

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 758707

Approved by:

Employer LOR Engineering, LLC	
Name (Please Type or Print) Jill L Elbert	Title
Signature Electronically Signed	Date 02/25/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/25/2014

Company ID Number: 758707

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	LOR Engineering, LLC
Company Facility Address	905 Executive Drive Osage Beach, MO 65065
Company Alternate Address	
County or Parish	CAMDEN
Employer Identification Number	900920696
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 758707

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

Company ID Number: 758707

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Natalie A Head
Phone Number (636) 584 - 0540
Fax Number (636) 584 - 0512
Email Address nhead@cochraneng.com

Name Jill L Elbert
Phone Number (636) 584 - 0540
Fax Number (636) 584 - 0512
Email Address jill@cochraneng.com

Company ID Number: 758707

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City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Ron White, Building Official
Presenter: Ron White, Building Official
Date Submitted: October 23, 2019

Agenda Item:

Bill 19-76 - An ordinance of the City of Osage Beach, Missouri, amending Chapters 405 and 705 of the Code of Ordinances of the City of Osage Beach by deleting BOCA (Building Officials and Code Administrators) from Section 405.020, Section 405.430, Section 705.010, Section 705.220 and Section 705.530 and enacting in lieu thereof a new Section 405.020, a new Section 405.430, Section 705.010, Section 705.220 and Section 705.530 *First Reading*

Requested Action:

First Reading of Bill #19-76

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Clarification / Correction to adopted ordinances.

Current sections of the Osage Beach Municipal Code make reference to the "BOCA" codes. Building Officials and Code Administrators (BOCA) was one of the original model code organizations absorbed into what is now the International Code Council (ICC). All building codes adopted and enforced by the City of Osage Beach are part of the ICC model code group. Thus, The "BOCA" reference is outdated and these changes remove references thereto and replace with appropriate model code references. Building Department recommends approval and adoption of this ordinance.

City Attorney Comments:

Per City Code 110.230, Bill 19-76 is in correct form.

City Administrator Comments:

I concur with department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTERS 405 AND 705 OF THE CODE OF ORDINANCES OF THE CITY OF OSAGE BEACH BY DELETING BOCA (BUILDING OFFICIALS AND CODE ADMINISTRATORS) SECTION 405.020, SECTION 405.430, SECTION 705.010, SECTION 705.220 AND SECTION 705.530 AND ENACTING IN LIEU THEREOF A NEW SECTION 405.020, A NEW SECTION 405.430, SECTION 705.010, SECTION 705.220 AND SECTION 705.530

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

Section 1. That Section 705.010 Definitions of Chapter 705. Article I – Waterworks is hereby repealed, and a new Section 705.010 Definitions of Chapter 705. Article I – Waterworks is hereby enacted to read as follows:

Section 705.010 Definitions

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

APPLICANT

Any person, persons, firm, corporation, partnership, agency or institution applying for connection to the public water system.

ASTM

American Society for Testing and Materials.

AWWA

American Water Works Association.

BOCA

~~Building Officials and Code Administrators (BOCA) National Building Code.~~

BUILDING SERVICE LINE

Extension of the water supply line from the water service connection to the building.

BUILDING WATER PIPING

Water piping within a building.

CORPORATION TAP

A type of tap that is made directly into a water main.

CUSTOMER

Any person who receives water from a public water system.

FLUORIDE

A naturally occurring element that is introduced into the City's public water system that promotes optimal dental health.

INSPECTION

A review of the work performed by others and conducted by the Building Official or his/her designee to ensure compliance with the City and other applicable codes.

IPC

International Plumbing Code.

MDNR

Missouri Department of Natural Resources.

MULTI-COMMERCIAL

A building designed for or occupied exclusively by two (2) or more commercial entities (i.e., office, retail, professional) not individually metered.

MULTI-FAMILY/MULTI-RESIDENTIAL

A building designed for or occupied exclusively by two (2) or more families, not individually metered.

POTABLE WATER

Water available for human consumption free from impurities in amounts sufficient to cause disease or harmful physiological effects.

PRIVATE POTABLE WATER SYSTEM

A water system, other than the City's public water system, which provides potable water.

PROPERTY OWNER

Any person, persons, developer, business, partnership, corporation, holding company, agency or institution in whose name the lot, parcel or business is legally titled and recorded.

PUBLIC WATER SYSTEM

A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days per calendar year. Such system includes any collection, treatment, storage or distribution facilities used in connection with such system.

REVENUE

That portion of the total customer charge collected, which is designated for operation and maintenance, including replacement purposes, and shall be deposited in a separate fund.

SERVICE MAIN

The water service line from the water main to the customer's property line including the meter box, water meter and shut-off valve at the meter set.

TAP FEE

A one-time fee paid for each water service connection.

WATER

Water pumped from various pumping stations, wells or towers to customers.

WATER FLUORIDATION

The process of adjusting the fluoride content of fluoride-deficient water in the community's water supply to the recommended level for the prevention of tooth decay. Acceptable level ranges are from seven-tenths (.7) to one and two-tenths (1.2) parts fluoride to one million (1,000,000) parts water.

WATER IMPACT FEE

A one-time developmental charge for connecting to the City water system.

WATER MAIN

A distribution main owned and operated by the City designed to transport potable water from source to customers.

WATER METER

A mechanical device or devices used to measure and record the quantity of water used by the customer.

WATER PERMIT

A written document issued by the Building Official or his/her designee authorizing work to be performed.

WATER PURVEYOR

A supplier furnishing potable water to customers through a distribution system.

WATER SERVICE CONNECTION

The connection of the service line to the water main. The connection includes the meter setup, water tap or tee ("T"), and the shut-off valve.

Section 2. That Section 705.220 Conformance To Applicable Codes Chapter 705. Article III – Water Service Connection To City Water System is hereby repealed, and a new Section 7005.220 Conformance To Applicable Codes Chapter 705. Article III – Water Service Connection To City Water System is hereby enacted to read as follows:

705.220 Conformance To Applicable Codes

The connection of a building service line into the water system shall conform to the requirements of the Plumbing Code, the City's design and construction manual or other applicable requirements or procedures of the City, as set forth in applicable specifications of the AWWA, ~~BOCA~~, and MDNR. The connections shall be made watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved in writing by the Building Official or his/her designee before installation.

Section 3. That Section 705.530 Article To Be Consistent With Plumbing Code and Building Codes Chapter 705. Article V – Cross-Connections and Backflow Control Program is hereby repealed, and a new Section 705.530 Article To Be Consistent With Plumbing Code and Building Codes Chapter 705. Article V – Cross-Connections and Backflow Control Program is hereby enacted to read as follows:

Section 705.530 Article To Be Consistent With Plumbing Code and Building Codes.

This Article is intended to be consistent with the provisions of the International Plumbing Code and ~~BOCA National Building Codes~~ as adopted by the City and referenced in the City's Code of Ordinances. In the event that any conflict is determined to exist between the provisions of this Article and these Codes, the more stringent provision providing the most protection for backflow prevention shall apply.

Section 4. That Section 405.020 Definitions Chapter 405 Article I In General is hereby repealed, and a new Section 405.020 Definitions Chapter 405 Article I In General is hereby enacted to read as follows:

Section 405.020 Definitions.

- A. For the purposes of this Chapter words used in the present tense shall include the future tenses; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word "*shall*" be mandatory and not directory.
- B. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY BUILDING OR USE

A subordinate building or a portion of the main building located on the same lot with the main building, the use of which is incidental to that of the dominant use of the main building or land. An accessory use is one which is incidental to the main use of the premises.

ADULT BOOKSTORE

An establishment having in excess of ten percent (10%) of its stock, as determined by value or volume, whichever is greater, in trade, books, photographs, magazines, films for sale or viewing on the premises by use of motion picture devices, or other coin-operated means, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said terms are defined herein.

ADULT ENTERTAINMENT ESTABLISHMENTS

Any of the establishment's businesses, buildings, structures, or facilities defined in this Chapter, which comply with the definitions for:

1. Adult entertainment facility;
2. Bathhouse;
3. Modeling studio; or
4. Adult bookstore.

ADULT ENTERTAINMENT FACILITY

Any building, structure or facility which contains or is used entirely or partially for commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominately distinguished or characterized by their principal emphasis on matters depicting, describing, or relating to specified sexual activities, as said term is defined herein, and erotic dance facilities (regardless of whether the theater or facility provides a live presentation, video tape or film presentation), where the patrons either:

1. Engage in personal contact with, or allow personal contact by employees, devices or equipment, or by personnel provided by the establishment which appeals to the prurient interest of the patrons; or
2. Observe any live presentation, video tape or film presentation of persons wholly or partially nude with their genitals or pubic region exposed or covered only with transparent or opaque covering, or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering or to observe specified sexual activities as said term is defined herein.

ALLEY

A public way which affords only a secondary means of access to property abutting thereon, or which is less than twenty (20) feet wide.

ANTENNA

Any structure or device used in sending and receiving electromagnetic waves or similar forms of wireless communications.

ANTENNA HEIGHT

The vertical distance measured from the base of the antenna mount at grade to the highest point of the antenna.

APARTMENT

A room or suite of rooms used as the dwelling of a family, including bath and culinary accommodations, located in a building in which there are three (3) or more such rooms or suits.

APARTMENT HOUSE

See *"Dwelling, Multiple"*.

BAR

An establishment serving intoxicating liquors for consumption on the premises. The term *"bar"* shall include taverns, discotheques, nightclubs, private liquor clubs and saloons, but shall not include a restaurant. A *"bar"* shall include any establishment, whether or not there is a restaurant or similar facility on the premises, in which at least twenty-five percent (25%) of the gross income is derived from the sale of intoxicating liquors on the premises. For purposes of this definition, an *"intoxicating liquor"* means an intoxicating liquor as defined in Section 311.020, RSMo., as amended. A *"bar"* may include a *"restaurant bar"* as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

BASEMENT

A story having part but not more than one-half ($\frac{1}{2}$) of its height above grade.

BATHHOUSE

An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy, unless operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Missouri.

BED AND BREAKFAST

A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than five (5) groups of patrons in a twenty-four (24) hour period.

BOARDING HOUSE

A building other than a hotel where, for compensation and by arrangement, lodging and meals are provided for three (3) or more persons.

BUILDING

Any structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind.

BUILDING, HEIGHT OF

The vertical distances from the grade to the highest point of the coping of the flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

CELL SITE

A tract, parcel of land, or location that contains wireless communication facilities consisting of the antennae, support structure and related equipment.

CELLAR

A story having more than one-half ($\frac{1}{2}$) of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

CHILD DAY CARE FACILITY

A commercial or non-commercial facility for childcare during any part of a twenty-four (24) hour day.

CLINIC, MEDICAL

An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

COLLOCATION

Locating more than one (1) antenna or set of antennae on the same antenna mount.

COMMUNICATION TOWER

A land or water-based tower including television; AM/FM radio; two-way radio; cellular phone; microwave; and similar transmission structures used for wireless communications.

CONDOMINIUM

A legal arrangement in which a dwelling unit in an apartment building is individually owned but to which the common areas are owned, controlled and maintained through an organization controlled by the individual owners.

DAY CARE CENTER

A facility, other than the provider's permanent residence, where child day care is provided.

DISTRICT

A section or sections of the City for which the zoning regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

DOCKOMINIUM

A legal arrangement or agreement between persons in which boat slips in a boat docking building or complex are sold and individually owned. Common areas and other amenities are owned, controlled, and maintained through an organization comprised of the individual owners.

DWELLING

Any building or portion thereof which is designed for or used exclusively for residential purposes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ELEMENTARY SCHOOL

A school for the first four (4) to six (6) grades and includes kindergarten.

[Ord. No. 19.37, 6-20-2019]

FAA

Abbreviation for the Federal Aviation Administration.

FCC

Abbreviation for the Federal Communications Commission.

FAMILY

An individual or two (2) or more persons occupying a premise and living as a single housekeeping unit, whether or not related to each other by birth or marriage, as distinguished from a group occupying a boarding house, lodging house or hotel as herein defined.

FAMILY DAY CARE

A permanent single-family residence occupied by a childcare provider in which care is given to no more than ten (10) children.

FILLING STATION OR SERVICE STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work such as motor replacement, body and fender repair or spray painting.

FRONTAGE

All the property on one side of a street between two (2) intersecting streets (crossing or terminating), measured along the line of the street, or if the street is dead ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

GARAGE, PRIVATE

An accessory building designed or used for the storage of not more than four (4) motor-driven vehicles owned and used by the occupants of the building to which it is accessory. Not more than one (1) of the vehicles may be a commercial vehicle of not more than two (2) tons capacity.

GARAGE, PUBLIC

A building or portion thereof other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling or storing motor-driven vehicles.

GARAGE, STORAGE OR PARKING

A building or portion thereof designed or used exclusively for term storage by prearrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and within which motor fuels and oils may be sold, but no motor-driven vehicles are equipped, repaired, hired or sold.

GARDEN APARTMENT

Adjoining apartments to which the first (1st) floor units have individual fenced yards.

GRADE

[Ord. No. 13.57 §5, 9-19-2013]

1. For buildings having walls adjoining one (1) street only, the elevation of the sidewalk at the center of the wall adjoining the street.
2. For buildings having walls adjoining more than one (1) street, the average of the elevation of the sidewalks at the corners of all walls adjoining the streets.

3. For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

Any wall approximately parallel to and not more than five (5) feet from a street line shall be considered as adjoining the street. Where no sidewalk exists, the grad shall be established by the Public Works Director.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside and may include two (2) additional persons acting as houseparent's or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWER

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HIGH RISE APARTMENT

Generally, an apartment type building of more than six (6) stories where elevators are the normal form of transit to the individual units.

HOME OCCUPATION

A lawful activity commonly carried on within a dwelling by a member or members of the family who occupy the dwelling where the occupation is secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained. *Note:* See Section 405.435.

HOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public as opposed to a boarding house, a lodging house, or an apartment, which are herein separately defined.

INSTITUTION

A business occupied by a nonprofit corporation or a nonprofit establishment for public use.

LAKE USE ZONE

The property lying within one hundred (100) yards of the shoreline with property lines extended lakeward from land as defined by AmerenUE.

LANDSCAPING

Lawns, trees, shrubs, hedges, blooming plants, living ground cover and similar vegetative material.

LAUNDROMAT

A business that provides home-type washing, drying or ironing machines for hire to be used by customer on the premises.

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading, or

unloading of trucks, having a minimum dimension of twelve (12) by forty (40) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE

A building other than a hotel where lodging only is provided for three (3) or more but not more than twenty (20) persons.

LOT

A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by this Chapter, and having its principal frontage upon a street or upon an officially approved place.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

LOT LINE

A line of record bounding a lot that divides one (1) lot from another lot or from a public or private street or place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the effective date of this Chapter.

MANUFACTURED HOME

A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the building site, and bearing the Seal of the State of Missouri Public Service Commission, U.S. Department of Housing and Urban Development, or its agent, which certifies that said dwelling was constructed in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280). A "*manufactured home*" shall not be considered a mobile home when the running gear is removed and the home is cited in conformance with the architectural design standards of Section 405.140(F).

MARINA

A facility for the storing, servicing, fueling, berthing, and securing of boats and that may include eating, sleeping, and retail facilities for owners, crews, and guests.

MASSAGE THERAPY ESTABLISHMENT

Any place of business in which massage therapy is practiced.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility or to a medical marijuana-infused products manufacturing facility.

[Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility or a medical marijuana-infused products manufacturing facility.

[Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri to acquire, test, certify and transport marijuana.

[Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri to acquire, store, manufacture, transport and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

[Ord. No. 19.37, 6-20-2019]

MOBILE HOME

A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

MOBILE HOME PARK

Any parcel of land consisting of three (3) or more acres upon which two (2) or more mobile homes, occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodation. A "*mobile home space*" means the area within a mobile home district designed for the accommodation of one (1) mobile home.

MODELING STUDIO

An establishment or business which provides for a fee or compensation the services of modeling on premises for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise. This does not apply to public or private schools wherever persons are enrolled in a class.

MODULAR HOME

A factory built transportable structure which bears the Seal of the State of Missouri Public Service Commission ~~or is built to the BOCA Basic Building Code~~ as adopted by the City of Osage Beach, and does not have its own running gear and is designed and regulated as a typical site built home.

MONOPOLE

A self-supporting communication tower or sign constructed with a single pole.

MOTOR COURT OR MOTEL

A building or group of buildings used primarily for the temporary residence of motorists or travelers, for compensation, as such it is open to the public.

MOTOR HOME

1. A vehicular, portable structure built on a chassis and designed for temporary occupancy for travel, recreational, or vacation use; and when factory-equipped for the road.
2. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
3. A portable, temporary dwelling to be used for travel, recreational, and vacation purposes, constructed as an integral part of a self-propelling vehicle.
4. A canvas, folding structure, mounted on wheels and designed for travel, recreational, and vacation use.

NON-CONFORMANCE

A condition of a structure or land which does not conform to the regulations of the district in which it is situated. This may include but is not limited to failure to conform to use, height, area, coverage or off-street parking requirements.

NON-CONFORMING USE

A structure or land occupied by a use that does not conform to the regulations of the district in which it is located.

NURSING HOMES

A home for the aged or infirm in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care, for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis, treatment or care of the sick or injured.

OFFICE BUILDING

A building composed of offices sharing common walls and corridors.

OPEN SPACE

This is the area within a planned unit development zone or a planned unit development overlay zone, which is not occupied by buildings, structures, rights-of-way, or parking areas, and for which ownership and maintenance provisions are provided for through some type of community/neighborhood association.

OUTDOOR DINING AREA

An unenclosed area located adjacent to a restaurant structure for the purpose of the service and consumption of food and beverages.

OUTDOOR ENTERTAINMENT

Activities which take place outside of the permanent enclosed structure which involve the patrons and/or the establishment's participation in activities or services offered by the establishment, such as dining, dancing, consumption of intoxicating liquors or noise producing activities. For purposes of this definition, patios, decks, porches, courtyards, piazzas, squares, terraces or yards are considered outside the permanent enclosed structure.

PARKING AREA

An open, unoccupied space used or required for use for parking of vehicles exclusively and in which no gasoline or vehicular accessories are sold or no other business is conducted and no fees are charged.

PARKING LOT

An open surfaced area used exclusively for the temporary storage of motor vehicles and within which motor fuels and oils may be sold and fees charged, but no vehicles may be equipped, repaired, rented or sold.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords a factory ingress and egress for automobiles.

PLACE

An open unoccupied space or a public or private thoroughfare other than a street or as permanently reserved as the principal means access to abutting property.

PLANNED PUBLIC STREET

A roadway plan which has been studied and adopted by the City as an integral part of the Comprehensive Plan, or separate Major Thoroughfare Plan, Urban Development Plan, the general or detailed location of the street must be illustrated on the official map(s) of Osage Beach.

PLANNING COMMISSION

The official planning and zoning body of the City.

PRESCHOOL, NURSERY SCHOOL OR KINDERGARTEN CENTER

A facility where educational services are provided for children not otherwise a part of a school system. For purposes of this definition, such educational services and facilities shall be considered as a day care center.

PROFESSIONAL BUILDING

An office building generally housing doctors, lawyers or other licensed professional practitioners.

PUBLIC SEWER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of sewage which are owned and operated by the City of Osage Beach.

PUBLIC WATER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of potable water which are owned and operated by the City of Osage Beach.

REGIONAL SHOPPING CENTER

A commercial or retail development that has a minimum development area of fifty (50) acres, a minimum six hundred (600) feet of road frontage, and at least two (2) tenant spaces of fifty thousand (50,000) square feet or larger.

RELIGIOUS INSTITUTION

A building used for religious activities, particularly for religious worship services.
[Ord. No. 19.37, 6-20-2019]

RESTAURANT

A building or structure in which at least seventy-five percent (75%) of gross income is derived from food prepared and served for consumption on the premises. Typical uses include buffets; cafes; cafeterias; caterers; theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. A "restaurant" may include a "restaurant bar" as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

SECONDARY SCHOOL

A school that is intermediate in level between elementary school and college and that usually offers general, technical, vocational, or college-preparatory curricula.
[Ord. No. 19.37, 6-20-2019]

SEXUAL CONDUCT

Shall have the same meaning as defined in Section 210.430.

SPECIFIED SEXUAL ACTIVITIES

1. Sexual conduct, being acts of, or simulated acts of, masturbation, homosexuality, sexual intercourse or physical contact with a person's genitals, pubic area, buttocks, or, if such a person be a female, her breasts;
2. Sexual excitement, being the condition of human male or female genitals when in a state of sexual stimulation or arousal; or
3. Sadomasochistic abuse, being flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

STORY

That portion of a building other than the cellar included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

STORY, HALF

A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than three (3) feet above the floor of such story, except that any partial story used for residence purposes other than for a janitor or caretaker or his/her family or by a family occupying the floor immediately below it, shall be deemed a full story.

STREET

A public or private thoroughfare which affords the principal means of access to abutting

property.

STREET LINE

A dividing line between a lot, tract or parcel of land and a contiguous street.

STRUCTURAL ALTERATION

Any change in the supporting members of a building, such as bearing walls, or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls excepting such repair or replacement as may be required for safety of the building, but not including openings in bearing walls as permitted by existing ordinances.

STRUCTURE

A combination of materials to form a construction for use occupancy or ornamentation whether installed on, above or below the surface of land or water.

TOURIST HOME

A building other than a hotel where lodging is provided and offered to the public for compensation for not more than twenty (20) individuals and open to transient guests, with which there is used only one (1) sign not more than two (2) square feet in area.

TOURIST OR TRAILER CAMP

An area where one (1) or more tents or auto trailers can be or are intended to be parked, designed or intended to be parked, designed or intended to be used as temporary living facilities for one (1) or more families and intended primarily for automobile transients.

TOWNHOUSE

One (1) in a row of houses usually connected by common sidewalls designed exclusively for residential occupancy.

TRAILER

A vehicle, other than a motor vehicle, designed or intended for use for dwelling purposes, whether or not such vehicle is attached to or resting on the ground or something having a location on the ground.

TRANSITIONAL HOUSING FACILITY

Any facility used to house individuals who are subject to provisions of probation and/or parole or those who are in rehabilitation for substance abuse. This includes facilities that house those who are either of minor or adult status as defined by law.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of the rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the street or place line and the main building or any projections thereof other than the projections of the usual uncovered steps, uncovered balconies, or uncovered porch. On corner lots, the front

yard shall be considered as being parallel to the street upon which the lot has its least dimension.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches. On all lots, the rear yard shall be in the rear of the front yard.

YARD, SIDE

A yard between the main building and one side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main building or any projections thereof.

ZONING MAP

The Official Zoning Map of the City, such map being located in the office of the City Clerk.

Section 5. That Section 405.430 Minimum Dimensional Requirements Chapter 405 Article VI Additional Zoning District Regulations is hereby repealed, and new Section 405.430 Minimum Dimensional Requirements Chapter 405 Article VI Additional Zoning District Regulations is hereby enacted to read as follows:

Section 405.430 Minimum Dimensional Requirements.

- A. The minimum required lot area, lot widths and yard dimensions in each district shall be in accordance with the following tabulation:

District	Front Yard	Side Yard	Rear Yard	Minimum Lot Per Family	Minimum Lot Width	Minimum Lot Size
"A-1"	25 Feet	10 feet	25 feet	3 acres	N/A	3 acres
"R-1a"	See Setback requirement below	10 feet	50/30/20 **	10,000 sq. ft	50 feet	10,000 sq. ft
"R-1b"		10 feet	40/20**	6,500 sq. ft	50 feet	N/A
"R-2"		5 feet	30 feet	3,250 sq. ft	50 feet	6,500 sq. ft
"R-3"		5 feet	30 feet	2,500 sq. ft	50 feet	7,500 sq. ft
"C-1a"		10 feet	10 feet	N/A	N/A	N/A
"C-1b"		10 feet	10 feet	2,500 sq. ft	N/A	N/A
"C-1c"		10 feet	*	2,500 sq. ft	N/A	N/A
"C-1"		*	*	2,500 sq. ft	N/A	
"C-2"		*	20 feet			
"I-1"		*	N/A			
"I-2"		*	N/A			
"M"		5 feet	10 feet	3,500 sq. ft	40 feet	
"PUD-1"	See Setback requirement in Subsection (C)	*	*	N/A	N/A	N/A
"PUD-2"		*	*	N/A	N/A	N/A

*	As provided by BOCA 2012 International Building Code Regulations
**	Less rear yard setback is required for "R-1a" and "R-1b" Districts when sewage is treated by a State approved treatment plant off-site. Thirty (30) foot rear setback is required for "R-1a" Districts when lots are contiguous to the Lake of the Ozarks. This Section does not include steps, patios or decks built above the sixty hundred sixty (660) foot contour line on lots contiguous to the Lake of the Ozarks.

B. The minimum dimensional requirements for the "M" Mobile Home District shall be in accordance with the design standards set forth in Article III, Section 405.250 of this Chapter.

C. *Opaque Fences, Walls, Etc. — Height Limits.* Whenever any new commercial or industrial building or parking lot or parking area is established so as to abut the side or rear line of a lot in a residential district, an opaque fence, wall or real line of a hedge at a height to be determined by the Planning Commission, but in no case less than five (5) feet in height, shall be constructed and maintained in good condition.

D. *Setback Requirements.*

1. Minimum yard requirements shall be measured from property lines except as provided for below.

2. The minimum front yard setback in all zoning districts is twenty-five (25) feet as measured from the property line. As provided for below, front yard setback requirements may be greater or lesser depending upon the classification and location of abutting streets.

3. *Arterial streets (KK, Route D, Highway 42, Highway 54).* No building or structure may be permitted closer than seventy-five (75) feet from the right-of-way centerline.

4. *Collector streets (State designated lake roads).* No building or structure may be permitted closer than fifty-five (55) feet from the pavement centerline.

5. *Local streets.* No building or structure may be permitted closer than forty-five (45) feet from the pavement centerline except on corner lots platted prior to May 10, 1984, where a local street adjoins the lot on two (2) sides. For these lots the secondary frontage shall be considered a side yard of one-half (½) the required front yard or twelve and one-half (12½) feet for a typical twenty-five (25) feet front yard setback.

6. Accessory structures without living quarters in rear yards within "R" and "M" Zones may be placed within five (5) feet of side and rear property lines provided that the total floor area of the accessory structure covers twenty-five percent (25%) or less of the rear yard. Accessory

structures in rear yards adjacent to a street must adhere to the setback requirements for the main dwelling.

E. *Schools.* Schools in all permitted zoning districts require a minimum lot size of two (2) acres with a minimum front yard lot width of one hundred fifty (150) feet to insure adequate space for the safety, health and welfare of the students.

Section 6. 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 or any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or section 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 7. 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 8. Effective Date.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 19.76 was duly passed on _____, 2019, 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 Rucker, City Attorney

I hereby approve Ordinance No. 19.76

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Ron White, Building Official
Presenter: Ron White, Building Official
Date Submitted: October 30, 2019

Agenda Item:

Bill 19-77 An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Daktronics, Inc. for removal of old electronic message center and purchase and installation of Galaxy Outdoor Electronic Message Center - GT6 Series - 10mm via BuyBoard Contract #512-16 in an amount not to exceed \$31,039.00. *First Reading*

Requested Action:

First Reading of Bill #19-77

Ordinance Referenced for Action:

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:

None

Budgeted Item:

Yes

Budget Line Item/Title: 10 09-774256 Building Improvements

FY19 Budgeted Amount:	\$112,200.00
Expenditures to Date (10/30/19):	(\$ 9,113.00)
Available:	\$103,087
Requested Amount:	\$31,039.00

Department Comments and Recommendation:

The current message center is outdated, software is no longer supported and advanced technology, message clarity and options are available to improve this form

of public communications and outreach. Budget estimate was \$30,000.00. Actual contract amount is \$31,039; \$1039.00 over the estimate. Savings have been and will be realized in this account to cover this overage. This quote and contract is provided by Daktronics through BuyBoard cooperative bidding process via BuyBoard Contract #512-16. City of Osage Beach Building Department has purchasing and maintenance experience with Daktronics and has experienced favorable services in the past. Building Official recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 19-77 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DAKTRONICS, INC FOR THE REMOVAL OF OLD ELECTRONIC MESSAGE CENTER AND PURCHASE AND INSTALLATION OF GALAXY OUTDOOR ELECTRONIC MESSAGE CENTER.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Daktronics, LLC for the removal of the old electronic message center and purchase and installation of Galaxy Outdoor Electronic Message Center - GT6 Series - 10mm via BuyBoard contract #512-16 in the amount of \$31,039.00 (Exhibit "A")

Section 2. Total expenditures or liability authorized under the contract shall not exceed Thirty-One Thousand, Thirty-Nine Dollars for FY2019 (\$31,039.00).

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. 19.77 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.77.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

DAKTRONICS QUOTE # 631491-4-0

Alternate Equipment: 1

Item No.	Model	Description	Qty	Price
1	GT6-108X144-10-RGB-2V	Galaxy® Outdoor Electronic Message Center - GT6 Series - 10mm RGB; 2V Interconnect Cable Length Is 20 Feet Matrix: 108 lines by 144 columns Line Spacing: 10mm LED Color: RGB- 281 Trillion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Cabinet Dimensions: Vertical Max Power: 4' 2" H X 5' 1" W X 0' 7" D (Approx. Dimensions) Weight: 1230 watts/display Unpackaged 185 lbs per display; Packaged 270 lbs per display	1	\$28,319.00
	Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan	1	
	Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	
	System Startup	Final Commissioning of Equipment	1	
2	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock, forklift or pallet jack may be required.	1	\$390.00
3	Physical Installation	See attachment A.	1	\$2,330.00
Services				
4	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	1	
	Venus® Control Suite -Prime Playlist Web Seminar - Single User	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	
	Daktronics Verizon Lifetime 4G Cellular Data Plan for VCS, Up to 100,000 Pixels	Daktronics Verizon Lifetime 4G Cellular Data Plan Per Modem, for Venus Control Suite on Displays Up to 100,000 pixels. Excludes streaming data feeds.	1	

Total Price Excluding Applicable Tax:	\$31,039.00
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Please reference listed sales literature: DD1628383 for G5C5-W, DD2688225 for Venus® Control Suite - Prime Playlist Package, Cloud Based, DD3148704 for GS6-60X100-15.85-RGB-2V, DD3512730 for Daktronics Verizon Modem, 4G, Ethernet, DD4008961 for GT6-108X144-10-RGB-2V

Please reference listed shop drawings: DWG-03111332 for GS6-60X100-15.85-RGB-2V, DWG-04021643 for GT6-108X144-10-RGB-2V

Options

Please contact your sales representative for additional information

GT6 RGB Spare Parts - One Module Package	Includes One (1) Module and Sata Cable	1	\$1,170.00
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DAKTRONICS QUOTE # 631491-4-0

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

**Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|------------------------------|
| - Power | - Hoist |
| - Engineering Certification | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 631491-4 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Meghan Potthoff

Amanda Kampmann

Meghan Potthoff

PHONE:

FAX:

EMAIL: Meghan.Potthoff@daktronics.com

Amanda Kampmann

PHONE: 605-692-0200

FAX:

EMAIL: Amanda.Kampmann@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Additional Links:

Wireless Service Addendum (www.daktronics.com/TermsConditions/DD3956286)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title

Purchase Order Information:

CITY OF OSAGE BEACH

PO# _____

PO Date _____

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

☐ Same as Bill to
Ship To:
Company _____
Contact Person _____
Address _____
City _____
State _____ Zip _____
Telephone _____
Fax _____
Email _____

☐ Same as Ship to
Installation Location (End User):
*Company _____
Contact Person _____
Address _____
*City _____
*State _____ *Zip _____
Telephone _____
Fax _____
Email _____
*Required Information

BILL TO (if different from quoted address):
Company _____
Contact Person _____
Address _____
City _____
State _____ Zip _____
Telephone _____
Fax _____
Email _____

DAKTRONICS QUOTE # 631491-4-0 MAIN

ATTACHMENT A

Outdoor

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide payment and performance Bond.
	✓	2. Secure necessary sign permits.
	✓	3. Secure necessary construction permits.
	✓	4. Provide existing utility drawings.
✓		5. Removal of existing equipment.
✓		6. Disposal of existing equipment.
✓		7. Generate and issue standard product attachment drawings.
✓		8. Generate and issue standard product electrical and signal drawings.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, and equipment locations.
	✓	10. Customer is responsible to ensure the existing structure is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, etc.) are expected to have access directly to the structure location. No crane picks over 10' distance from structure are included.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
✓		14. Site clean-up after Daktronics work.
✓		15. Crating and shipping of all equipment to facility via common or independent carrier.
✓		16. Accept, lift, unload, and inspect all message center equipment and control equipment from carrier.
	✓	17. Provide storage of message center equipment and control equipment in a safe, dry, and secure location until installation.
✓		18. Provide Equipment attachment hardware.
✓		19. Install Equipment attachment hardware.
✓		20. Lift and mount Equipment listed in this quotation.
✓		21. Reconnect existing 120V power to new message centers.
✓		22. Installation of temperature sensor.
✓		23. Installation of Daktronics provided wireless receiver hardware at the equipment location.
✓		24. Unpack, set-up, hook-up, and testing of control system.
✓	✓	25. Provide personnel for maintenance and operator training.
✓		26. Perform maintenance training during installation.
✓		27. Perform operator training.

DAKTRONICS QUOTE # 631491-4-0 MAIN

✓		28. Perform final systems testing and commissioning.
	✓	29. Final acceptance, per DF-1252.
✓	✓	30. Walk-thru inspection at Substantial Completion and identification of punchlist items
✓		31. Completion of punch list items.
✓		32. Provide and install necessary cladding to fill any voids from previous message centers.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

DAKTRONICS QUOTE # 631491-4-0 ALT 1

ATTACHMENT A

Outdoor

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide payment and performance Bond.
	✓	2. Secure necessary sign permits.
	✓	3. Secure necessary construction permits.
	✓	4. Provide existing utility drawings.
✓		5. Removal of existing equipment.
✓		6. Disposal of existing equipment.
✓		7. Generate and issue standard product attachment drawings.
✓		8. Generate and issue standard product electrical and signal drawings.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, and equipment locations.
	✓	10. Customer is responsible to ensure the existing structure is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, etc.) are expected to have access directly to the structure location. No crane picks over 10' distance from structure are included.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
✓		14. Site clean-up after Daktronics work.
✓		15. Crating and shipping of all equipment to facility via common or independent carrier.
✓		16. Accept, lift, unload, and inspect all message center equipment and control equipment from carrier.
	✓	17. Provide storage of message center equipment and control equipment in a safe, dry, and secure location until installation.
✓		18. Provide Equipment attachment hardware.
✓		19. Install Equipment attachment hardware.
✓		20. Steel fabrication and erection of sub-structure for Equipment mounting.
✓		21. Paint new support structure.
✓		22. Lift and mount Equipment listed in this quotation.
✓		23. Reconnect existing 120V power to new message centers.
✓		24. Installation of temperature sensor.
✓		25. Installation of Daktronics provided wireless receiver hardware at the equipment location.
✓		26. Unpack, set-up, hook-up, and testing of control system.
✓	✓	27. Provide personnel for maintenance and operator training.

DAKTRONICS QUOTE # 631491-4-0 ALT 1

✓		28. Perform maintenance training during installation.
✓		29. Perform operator training.
✓		30. Perform final systems testing and commissioning.
	✓	31. Final acceptance, per DF-1252.
✓	✓	32. Walk-thru inspection at Substantial Completion and identification of punchlist items
✓		33. Completion of punch list items.
✓		34. Provide and install necessary cladding to fill any voids from previous message centers.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: October 31, 2019

Agenda Item:

Bill 19-78 - An ordinance of the City of Osage Beach, Missouri, authorization the Mayor to execute a contract modification OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in the amount of \$4,537.50. *First and Second Reading.*

Requested Action:

First & Second Reading of Bill #19-78

Ordinance Referenced for Action:

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 -Well construction is underway and modification is needed to continue.

Budgeted Item:

Yes

Budget Line Item/Title: 30-00-773170 New Wells

FY19 Budgeted Amount:	\$ 650,000
Expenditures to Date (MM/DD/YY):	(\$ 23,022)
Available:	\$ 626,978
Requested Amount:	\$ 4,538

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 19-78 is in correct form.

City Administrator Comments:

Heggemann was awarded the construction contract #OB19-010 for the Swiss Village Well Number 3 on July 18, 2019 by the Board of Aldermen for the contract amount of not to exceed \$553,292. There was not a force account included in this contract; therefore, this modification is needed due to the additional surface casing needed due to actual drilling depths to solid rock. This is the first modification to this contract.

With this modification, the contract OB19-010 will be not to exceed \$557,829.50. A first and second is needed because construction is underway.

Engineering staff has reviewed and prepared the necessary modification and I concur with the request.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION TO OB19-010 WITH HEGGEMANN, INC FOR SWISS VILLAGE WELL NO. 3 IN THE ADDITIONAL AMOUNT OF \$4,537.50

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 modification with Heggemann, Inc for OB19-010 for Swiss Village Well No. 3 substantially under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this modification of this contract shall not exceed Four Thousand, Five Hundred Thirty-Seven Dollars and Fifty Cents (\$4537.50)

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. 19.78 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.78.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

CONTRACT CHANGE ORDER

Contractor's
Change Order No. 1

October 29, 2019

City Project No. OB19-010
HDR Project No. 10136782

City of Osage Beach of Camden County, State of Missouri
(Owner)

To Heggemann, Inc. for Swiss Village Well No. 3
(Contractor) (Project Name)

- I. A. Install an additional 15 feet of 18-inch diameter surface casing to provide a total of 40 feet of surface casing in order to extend surface casing & grout into solid bedrock. The Contractor has provided an additive cost proposal in the amount of \$302.50 per foot of casing and grout installed for a total additional cost of \$4,537.50.

II. Cost of work affected by Change Order.

(A) Item No.	(B) Unit Description	(C) Units Provided For	(D) Units To Be Built	(E) Units Add Or Deduct	(F) Contract Or Unit Price	(G) Amount Added	(H) Amount Deducted
3	Add 15' of 18-inch diameter surface casing & grout	0	1 LS	1	\$4,537.50	\$4,537.50	

TOTALS \$4,537.50

1.	Original Contract Amount		\$553,292.00
2.	Add or Deduct This Order (G-H of Totals)	\$4,537.50	
3.	Add or Deduct Previous (Line 4 on Previous Order)	\$0.00	
4.	Total Add or Deduct To Date		\$4,537.50
5.	Revised Contract Amount (1+4)		\$557,829.50

III.

Engineer (Recommended) Date Contractor (Accepted) Date

Owner (Ordered) Date

Change Order is subject to all provisions of the contract documents and is not in effect unless signed by all parties indicated.

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Stacy Bruns, Project Manager
Presenter: Jeana Woods, City Administrator
Date Submitted: November 5, 2019

Agenda Item:

Bill 19-79 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract #OB19-009 Quails Nest Sidewalk Improvements with Concrete Solution, LLC in an amount not to exceed \$40,260.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-79

Ordinance Referenced for Action:

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 -In order to get this completed by year-end a first and second is needed.

Budgeted Item:

Yes

Budget Line Item/Title: 20-00-773211 Hwy 54 (OB Parkway) Sidewalk Improvements

FY19 Budgeted Amount:	\$ 722,000
Expenditures to Date (MM/DD/YY):	(\$ 239)
Available:	\$ 721,761
Requested Amount:	\$ 40,260

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 19-79 is in correct form.

City Administrator Comments:

This project was budgeted and will be coded to 20-00-773211 Hwy 54 (OB Parkway) Sidewalk Improvements. This line item originally included a larger sidewalk project on the east side of town that has been delayed due to grants funds not available.

Bids were opened on Monday, November 4, with four bidders. Concrete Solutions, LLC, was the selected bid by staff at \$40,260.

A first and second reading is being requested to complete the project by year-end. If both readings are approved, it is estimated that work will begin by the first week of December and conclude before the holiday/last week in December.

I concur with the department's recommendation to award the bid to Concrete Solution, LLC.

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 **Concrete Solution, LLC** a Missouri Limited Liability Company of Linn, 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:

Quail's Nest Sidewalk Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Forty thousand two hundred sixty dollars and zero cents (\$40, 260.00)** 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.

Quail's Nest Sidewalk Improvements

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 Thirty (30) 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 Two Hundred Fifty dollars (\$ 250.00) 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/she is the _____
of Concrete Solution, LLC and acknowledged to me that he/she executed said instrument in behalf of said Limited
Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach, MO
Quail's Nest Sidewalk Improvements
Osage Beach Project # OB19-009
11/4/2019

Bids			Engineer Estimate		Concrete Solutions		B & P Patterson		RC Contracting, LLC		Stockman Construction	
Item No.	Description	Est. Quantity Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization	1 LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$7,400.00	\$7,400.00
2	Traffic Control Plan	1 LS	\$5,000.00	\$5,000.00	\$6,100.00	\$6,100.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	Remove Existing Utility Boxes and Replace w/Compacted Fill	2 EACH	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
4	Subgrade Preparation	238 SY	\$20.00	\$4,760.00	\$25.00	\$5,950.00	\$29.00	\$6,902.00	\$27.00	\$6,426.00	\$30.00	\$7,140.00
5	Concrete Approach Pavement (7-Inch Thick)	108 SY	\$100.00	\$10,800.00	\$90.00	\$9,720.00	\$73.00	\$7,884.00	\$80.00	\$8,640.00	\$88.00	\$9,504.00
6	Concrete Curb & Gutter MoDOT Type B	45 LF	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$43.00	\$1,935.00	\$34.00	\$1,530.00	\$51.00	\$2,295.00
7	Concrete Sidewalk & Concrete Sidewalk	80 SY	\$60.00	\$4,800.00	\$63.00	\$5,040.00	\$80.00	\$6,400.00	\$80.00	\$6,400.00	\$61.00	\$4,880.00
8	Seeding, Fertilizing and Mulching	35 SY	\$7.00	\$245.00	\$50.00	\$1,750.00	\$52.00	\$1,820.00	\$28.57	\$1,000.00	\$15.00	\$525.00
9	Detectable/Tactile Warning Surfaces - Installed	1 EACH	\$350.00	\$350.00	\$450.00	\$450.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$475.00	\$475.00
10	Force Account Work	1 LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Bid				\$37,205.00		\$40,260.00		\$40,391.00		\$42,496.00		\$43,219.00

BILL NO. 19.79

ORDINANCE NO. 19-79

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-009 WITH CONCRETE SOLUTION, LLC FOR QUAIL'S NEST SIDEWALK IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED \$40,260.00

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 OB19-009 with Concrete Solution, LLC. for the improvements of the Quail's Nest Sidewalk, 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 Forty Thousand, Two Hundred Sixty dollars and no/100 dollars (\$40,260.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.79 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. 19.79.

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 7, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: November 1, 2019

Agenda Item:

Discussion - Holiday Light Fixtures on OB Parkway

Requested Action:

Discussion - Holiday Light Fixtures on OB Parkway

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - Installation occurs within the next couple of weeks.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Several years ago when we started the Holiday Light Park in the Osage Beach City Park many holiday light fixtures were purchased for the park as well as for the Osage Beach Parkway.

On the parkway, businesses would commit to placing the fixtures on their lots along the highway and provide the electricity, the City would maintain them through the holiday season as well as install and uninstall. Over the years less and less businesses are showing interest and when they do, many of the fixtures aren't lit up consistently. Maintaining the fixtures, taking them up and down, takes time and

manpower for the transportation department. Because of decreased interest, staff would like to move the fixtures to the park to expand the Holiday Light Park.