

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.

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 (\$900,000.00) per year. This agreement may be renewed on an annual basis by the City Administrator for to up to five (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 date of passage and approval by the Mayor.

READ FIRST TIME: November 7, 2019 READ SECOND TIME: November 21, 2019

I hereby certify that the above Ordinance No. 19.55 was duly passed on November 21, 2019 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstain: 0 Absent: 0

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

Nov. 21, 2019
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.55.

Nov. 21, 2019
Date

John Olivarri
John Olivarri, Mayor

ATTEST:

Tara Berreth
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 and costs 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. 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 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, Mo.



Clerk

Dated: November 21, 2019



Mayor

Naegler Oil Company, Inc.

Dated: _____

William Joseph Naegler Jr.

President