

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

October 18, 2018 – 6:00 P.M.
CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

- Presentation – Mayor's Certificate of Appreciation to Domenicos Restaurant – Tony Cicerelli & Debbie Arcobasso

(Page 1)

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of Regular Board Meeting of October 20, 2018 (Page 3)
- Bills List (Page 7)

NEW BUSINESS

- A. **Bill 18-52** An Ordinance Authorizing, Establishing and Providing for the Election Procedure to be Followed for the General Municipal Election to be held April 2, 2019 in the City of Osage Beach.
First Reading. (Page 19)
- B. **Bill 18-53**. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Aviation Project Consultant Supplemental Agreement No. 1 Construction Services for Engineering Contract AEOB18-002 for the Lee C. Fine Memorial Airport Taxiway Phase 2 Project with Crawford, Murphy & Tilly, Inc.
First Reading. (Page 22)
- C. **Bill 18-54**. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Central Bank of Lake of the Ozarks (Central Bank) for Banking Services.
First Reading. (Page 47)
- D. **Bill 18-55**. Amending Ordinance No. 17-80 Adopting the 2018 Annual Budget, Transfer of Funds for Necessary Expenses.
First Reading. (Page 102)
- E. **Motion** – Approving Disposal of Specific Items Deemed as Surplus Property. (Page 105)
- F. **Motion** - Approving CPSM Professional Services Contract for Public Safety Technical Assistance for a Contract Amount of \$43,650 Plus Travel Expenses Not to Exceed \$4,000. (Page 131)

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:

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

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

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Jeana Woods/City AdministratorDate Submitted: 10/10/18**Agenda Item Title:**

Presentation - Mayor's Certificate of Appreciation to Domenicos Restaurant - Tony Cicerelli & Debbie Arcobasso.

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

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☐
☐
☒

Proclamation

Public Hearing

Other (Describe)

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

N/A

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Certificate of Appreciation

City Administrator Comments and Recommendation:

Tony Cicerelli & Debbie Arcobasso, with Domenicos Restaurant, were nominated by Alderman Marose for a Mayor's Certificate of Appreciation due to their continual beautification of the Osage Beach Parkway by maintaining their business store front and decorative landscape. This is a much appreciated display of community pride.



CITY OF OSAGE BEACH

CERTIFICATE OF APPRECIATION

Awarded to

DOMENICOS

**FOR HELPING MAKE OSAGE BEACH
A BETTER PLACE TO LIVE, VISIT AND WORK**

OCTOBER 18, 2018

MAYOR JOHN OLIVARRI

WARD I

GREG MASSEY

KEVIN RUCKER

WARD II

JEFF BETHUREM

PHYLLIS MAROSE

WARD III

RICHARD ROSS

TOM WALKER

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

October 4, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, October 4, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Greg Massey, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Richard Ross and Alderman Kevin Rucker. Absent: Alderman Jeff Bethurem. Dorothy Urlicks, Deputy City Clerk, was present and performed the duties of that office.

Citizens Communications.

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

Consent Agenda.

Alderman Rucker moved to approve the Consent Agenda which included the amended Minutes of the Regular Board Meeting of September 20, 2018 and the Bills List. The motion was seconded by Alderman Massey. The motion was voted on and passed on a voice vote.

Unfinished Business.

BILL 18-49 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Three (3) Year Service Agreement with Mitel for the Installation, Service, and management of a New Voice over IP (VoIP) Phone System through a Cooperative Bid Agreement.

Assistant City Administrator Mike Welty stated that the first reading of Bill 18-49 was approved by the Board on September 20, 2018. Mike addressed the concerns of if there would be an interruption of service by stating it is a parallel system and we would not have an interruption of service.

Alderman Ross asked why we chose a VoIP system rather than a standard system. Mike explained AT&T recommend a VoIP system and in doing research he discovered the cost is so much less.

Alderman Rucker asked about a letter the Board received. A discussion took place and City Attorney Ed Rucker explained that just because someone sends a letter asking for a verbatim transcript, which the City doesn't do, does not mean that we have to do it. Any Alderman or the Mayor may respond to this letter or choose not to respond.

DRAFT

Mayor Olivarri presented the second reading of Bill No. 18-49 to become Ordinance 18.49 by title only. It was noted that Bill No. 18-49 to become Ordinance 18.49 had been available for public review.

Alderman Rucker moved to approve the second reading of Bill No. 18-49 to become Ordinance 18.49 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-49 and to pass same into ordinance: “Ayes”: Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross and Alderman Rucker. “Nays”: None. Bill No. 18-49 was passed and approved as Ordinance No. 18.49.

BILL 18-50 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds to Support the Veteran’s Day Parade Support Request.

City Administrator Jean Woods stated that the first reading of Bill 18-50 was approved by the Board on September 20, 2018.

Mayor Olivarri presented the second reading of Bill No. 18-50 to become Ordinance 18.49 by title only. It was noted that Bill No. 18-50 to become Ordinance 18.50 had been available for public review.

Alderman Marose moved to approve the second reading of Bill No. 18-49 to become Ordinance 18.50 as presented. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-50 and to pass same into ordinance: “Ayes”: Alderman Marose, Alderman Walker, Alderman Ross, Alderman Rucker and Alderman Massey “Nays”: None. Bill No. 18-4 was passed and approved as Ordinance No. 18.50.

New Business.

BILL 18-51 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Retirement of K9 Officer Axel and Authorizing the Mayor to Execute a K9 Officer Adoption Agreement with Sam Ford.

Police Chief Todd Davis stated that K9 Officer Axel is retiring and that Sam Ford, who had been his handler, has request adopt of Axel who will no longer be a service dog.

Mayor Olivarri presented the first reading of Bill No. 18-51 to become Ordinance 18.51 by title only. It was noted that Bill No. 18-51 to become Ordinance 18.51 had been available for public review.

Alderman Marose moved to approve the first reading of Bill No. 18-51 to become Ordinance 18.51 as presented. Alderman Ross seconded the motion which was voted on and passed by a voice vote.

DRAFT

Mayor Olivarri presented the second reading of Bill No. 18-51 to become Ordinance 18.51 by title only. It was noted that Bill No. 18-51 to become Ordinance 18.51 had been available for public review.

Alderman Rucker moved to approve the second reading of Bill No. 18-51 to become Ordinance 18.51 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-51 and to pass same into ordinance: “Ayes”: Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Massey and Alderman Marose “Nays”: None. Bill No. 18-51 was passed and approved as Ordinance No. 18.51.

MOTION – Approving CPSM Professional Services Contract for Public Safety Technical Assistance for a Contract in the Amount of \$43,650 plus Travel Expenses Not-To-Exceed \$4,000.

City Administrator Jeana Woods stated that although the vote at the September 20, 2018 Board Meeting was 3-2 it failed as it need at least four votes of the elected body. Alderman Rucker had requested at the September 20th Meeting that this item be placed back on the October 4th Meeting.

Alderman Rucker moved to approve the CPSM Professional Services Contract for public safety technical assistance for a contract in the amount of \$43,650 plus travel expenses not-to-exceed \$4,000. Alderman Marose seconded the motion which was voted on. The following roll call vote was taken: “Ayes”: Alderman Rucker, Alderman Massey and Alderman Marose. “Nays”: Alderman Ross and Alderman Walker. The motion failed on a 3-2 vote without the majority of the elected officials under Section 110.240 of the Osage Beach Municipal Code and Section 79.130 RSMo.

Alderman Rucker requested the CPSM Professional Services Contract for Public Safety Technical Assistance be placed on the next Board of Alderman Agenda.

Communications from Members of the Board of Aldermen.

Alderman Rucker appreciated the research the Mayor did on Nichols Road.

Alderman Ross questioned the license list Mike Welty gave him. He then discussed Business License/Contractor License definitions. City Administrator Jeana Woods explained that we are working on definitions.

Alderman Ross brought up Citizens Input Memo which was sent out by the City Attorney. He wanted to put that on the next agenda. City Administrator Jeana Woods stated that she had a few items from the ICMA meeting she attended and was adding to Ed’s list but did not feel she would have it ready by the next agenda. She felt she could have it ready for the budget workshops. Alderman Ross said that would be fine as long as there is a next step.

DRAFT

He commended Public Works on Nichols Road and the stripping work that was done.

Alderman Walker thanked everyone for the get well wishes.

Staff Communications.

City Administrator Jeana Woods thanked the Board for the opportunity to attend ICMA Conference

Police Chief Todd Davis announced that EMT Cassy Smith has completed her course to become a licensed paramedic.

Assistant City Administrator Mike Welty stated the October 6, 2018 is the Fishing Derby at City Park. He added that October 13, 2018 is City of Osage Beach Fall Festival at City Park.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 6:30 p.m.

I, Dorothy Urlicks, Deputy 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 4, 2018.

Dorothy Urlicks, Deputy City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
October 18, 2018**

Bills Paid Prior to Board Meeting	186,914.29
Payroll Paid Prior to Board Meeting	126,487.66
SRF Transfer Prior to Board Meeting	
TIF Transfer Dierbergs	
TIF Transfer Prewitt's Pt	
Bills Pending Board Approval	113,821.78
Total Expenses	427,223.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	State Withholding	2,849.00
		INTERNAL REVENUE SERVICE	Fed WH	9,958.84
			FICA	6,929.96
			Medicare	1,620.71
		ICMA	Loan Repayment	365.59
			Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Loan Repayment	63.78
			Retirment 457 &	301.80
			Retirement 457	1,250.00
			Loan Repayments	81.88
			Loan Repayments	889.43
			Loan Repayments	207.35
			Loan Repayments	144.72
			Loan Repayments	432.53
			Loan Repayments	209.74
			Loan Repayments	43.41
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirment Roth IRA %	165.08
			Retirement Roth IRA	290.00
		COLE COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	200.00
		HSA BANK	HSA Contribution	135.00
			HSA Family/Dep. Contributi	1,842.66
		US DEPARTMENT OF EDUCATION	#1028145744	286.28
		ONE TIME VENDOR	Bond Refund:449 -01	400.00
			Bond Refund:180096744-01	182.50
			Bond Refund:180096746-01	103.00
			Bond Refund:170488092-01	219.50
			Bond Refund:170487242-01	200.00
			Bond Refund:170487243-01	100.00
			Bond Refund:170487667-01	425.00
			Bond Refund:170487668-01	5.00
			Bond Refund:170488038-01	158.00
			Bond Refund:533 -01	260.00
			Bond Refund:180096624-01	252.50
			Bond Refund:180096625-01	130.00
			Bond Refund:523 -01	160.00
		CYNTHIA IMHOFF	CYNTHIA IMHOFF:PARK REFUND	65.00
			TOTAL:	32,225.02
Mayor & Board	General Fund	MAROSE, PHYLLIS	MILEAGE & MEAL REIMB-MML C	197.34
		BETHUREM, JEFF	MILEAGE & MEAL REIMB-MML C	196.34
		ROSS, RICHARD	MEAL REIMB-MML CONFERENCE	60.00
		MASSEY, GREGORY	MILEAGE & MEAL REIMB-MML C	198.34
			TOTAL:	652.02
City Administrator	General Fund	MOGFOA	GFOA MEMBERSHIP-J.WOODS	50.00
		WOODS, JEANA	TRAVEL REIMB-MML CONFERENC	271.58
			TRAVEL REIMB-ICMA CONFEREN	227.46
		INTERNAL REVENUE SERVICE	FICA	501.28
			Medicare	117.24
		ICMA	Retirement 401	502.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,439.69
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	222.11
			Medicare	51.95
		ICMA	Retirement 401	223.56
		HSA BANK	HSA Family/Dep. Contributi	75.00
		LAMBERT, CYNTHIA	PARKING REIMB - MML CONFER	15.09
			TOTAL:	587.71
City Treasurer	General Fund	MOGFOA	GFOA MEMBERSHIP-K.BELL	50.00
		INTERNAL REVENUE SERVICE	FICA	559.31
			Medicare	130.81
		ICMA	Retirement 401	551.63
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,479.25
Municipal Court	General Fund	WASHBURN, WILLIAM F	SEPT MUNICIPAL JUDGE SERVI	1,763.17
		INTERNAL REVENUE SERVICE	FICA	80.32
			Medicare	18.78
		ICMA	Retirement 401	82.75
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,020.02
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	331.14
			Medicare	77.44
		ICMA	Retirement 401	323.99
		RUCKER, EDWARD	LODGING & PARKING REIMB-MM	374.73
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,182.30
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	400.56
			Medicare	93.67
		ICMA	Retirement 401	396.82
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	147.06
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,263.11
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 8/13-9/12/18	25.27
			CITY HALL 8/13-9/12/18	6,951.70
		ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	147.19
		INTERNAL REVENUE SERVICE	FICA	53.94
			Medicare	12.62
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	CITY HALL JANITORIAL SERV	1,380.75
		SUMMIT NATURAL GAS OF MISSOURI INC	SERV 8/15-9/18/18	30.00
			TOTAL:	8,601.47
Parks	General Fund	WALMART COMMUNITY/GEGRB	PARK MOVIE SETUP	69.96
			PARK MOVIE SETUP	6.96
			CONCESSION SUPPLIES	97.41
		ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	106.59
		INTERNAL REVENUE SERVICE	FICA	357.35
			Medicare	83.58
		ICMA	Retirement 401	201.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	PARK CELL PHONE	88.70
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	21.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		LARY, DAVID ALAN	UMPIRE 2-9/19 & 2-9/20	100.00
		BLAIR, JERRY LYNN JR	UMPIRE 3 GAMES 9/26/18	75.00
			UMPIRE 4-9/19 & 3-9/20	175.00
		THOMAS, LAWRENCE	UMPIRE 2 GAMES 9/26/18	50.00
			TOTAL:	1,545.44
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	139.68
			Medicare	32.67
		ICMA	Retirement 401	141.19
		KRISTINA PRICE DBA	CHAIR MASSAGES FOR HEALTH	300.00
		HSA BANK	HSA Family/Dep. Contributi	75.00
		RENEE SKINNER	CHAIR MASSAGES FOR HEALTH	300.00
			TOTAL:	988.54
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	OCT SERVICE	51.15
			TOTAL:	51.15
Police	General Fund	WALMART COMMUNITY/GEGRB	PICTURE FRAMES	8.56
			WIPER BLADES	12.63
			WIPER BLADES	24.24
		INTERNAL REVENUE SERVICE	FICA	3,102.35
			Medicare	725.55
		ICMA	Retirement 401	3,084.71
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	45.90
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,200.00
			TOTAL:	8,391.44
911 Center	General Fund	AT & T/CITY HALL	SERV 9/23-10/22/18	1,037.05
		INTERNAL REVENUE SERVICE	FICA	748.46
			Medicare	175.03
		ICMA	Retirement 401	687.52
		CHARTER COMMUNICATIONS HOLDING CO LLC	OCT SERVICE	104.40
			OCT SERVICE	25.57
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	375.00
		MO ST TROOPER'S ASSOC	CJIS CONF-S.OWENS & L.MCDO	450.00
		ENGLLOT, CHRISTINA	MEALS FOR MULES TRAINING	135.00
		GARCIA, KAITLIN	MEALS FOR MULES TRAINING	135.00
			TOTAL:	3,948.03
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	181.17
			Medicare	42.37
		ICMA	Retirement 401	179.39
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	515.43
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	252.29
			Medicare	59.00
		ICMA	Retirement 401	249.77
		AT&T INTERNET/IP SERVICES	PHONE SERVICE 8/19-9/18/18	884.67
			PHONE SERVICE 8/19-9/18/18	2,419.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PHONE SERVICE 8/19-9/18/18	1,245.63
		CHARTER COMMUNICATIONS HOLDING CO LLC	OCT SERVICE	284.40
		AT&T MOBILITY-CELLS	POLICE LAP TOPS 8/13-9/12/	1,100.38
			INTERNET CONNECTION	3.44
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	6,574.31
Economic Development	General Fund	CITY OF OSAGE BEACH	TEMP CATERER PERMIT FALL F	10.00
			TOTAL:	10.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	218.18
		INTERNAL REVENUE SERVICE	Fed WH	867.81
			FICA	788.62
			Medicare	184.45
		ICMA	Retirement 457 &	338.49
			Retirement 457	196.21
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	65.80
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	318.22
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	76.13
			TOTAL:	3,165.41
Transportation	Transportation	ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	86.46
		INTERNAL REVENUE SERVICE	FICA	788.60
			Medicare	184.46
		ICMA	Retirement 401	763.23
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	119.70
		DONALD MAGGI, INC	MACE ROAD IMPROVEMENTS	13,119.88
			MACE RD IMPROVEMENTS	38,304.00
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	270.30
		AMEREN MISSOURI	KK DR LTG 8/30-10/1/18	115.15
		HSA BANK	HSA Contribution	62.63
			HSA Family/Dep. Contributi	324.75
			TOTAL:	54,139.16
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	211.22
		INTERNAL REVENUE SERVICE	Fed WH	845.97
			FICA	764.94
			Medicare	178.89
		ICMA	Retirement 457 &	65.24
			Retirement 457	159.46
			Loan Repayments	58.43
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	76.13
		ONE TIME VENDOR CAULEY, JEFFREY	01-1950-01	38.61
		SINGER, STEWART & MA	03-1030-00	47.70
			TOTAL:	2,675.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	Water Fund	ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	86.46
		INTERNAL REVENUE SERVICE	FICA	764.95
			Medicare	178.91
		ICMA	Retirement 401	758.53
		BRENNTAG MID SOUTH INC	CHLORINE & FLUORIDE	2,702.50
		CARD SERVICES 0248	GRASS SEED, FERTILIZER,STR	185.97
			PARTS FOR SWISS TOWER CHEM	11.86
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	200.89
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	270.31
		AMEREN MISSOURI	SWISS VILG WELL 8/27-9/26/	1,714.35
		HSA BANK	HSA Contribution	62.26
			HSA Family/Dep. Contributi	324.00
		CARLSON, CHAD	MILEAGE REIMB 9/12-9/25/18	147.15
		STOUFER, TOMMIE L	MILEAGE REIMB 9/26-10/2/18	84.37
			TOTAL:	7,492.51
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	359.60
		INTERNAL REVENUE SERVICE	Fed WH	1,234.26
			FICA	906.23
			Medicare	211.95
		ICMA	Retirment 457 &	63.01
			Retirement 457	162.52
			Loan Repayments	45.71
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	64.85
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	78.43
			TOTAL:	3,631.74
Sewer	Sewer Fund	ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	86.46
		INTERNAL REVENUE SERVICE	FICA	906.24
			Medicare	211.92
		ICMA	Retirement 401	900.69
		CARD SERVICES 0248	SAFETY BOOTS-B.LIEDEL	123.24
			SAFETY BOOT SWAP-B.LIEDEL	12.75
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	255.56
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	270.31
		DUNCAN, CHRIS	MILEAGE REIMB 9/19-9/26/18	240.34
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,770.99
			GRINDER PUMPS & LIFT STATI	5,259.42
			GRINDER PUMPS & LIFT STATI	8,035.50
			1075 RUNABOUT 8/26-9/25/18	16.89
		HSA BANK	HSA Contribution	62.61
			HSA Family/Dep. Contributi	476.25
		LIEDEL, BRIAN	MILEAGE REIMB 9/19-9/26/18	29.43
			MILEAGE REIMB 9/26-10/3/18	29.43
		BRUEWER, ROB	MILEAGE REIMB 9/26-10/3/18	139.52
			TOTAL:	19,827.55
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	261.00
		INTERNAL REVENUE SERVICE	Fed WH	797.74
			FICA	709.93
			Medicare	166.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 457 & Retirement 457 Loan Repayments Loan Repayments	64.30 15.00 122.24 14.14
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	2,275.38
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	709.93
			Medicare	166.03
		ICMA	Retirement 401	553.75
		CHARTER COMMUNICATIONS HOLDING CO LLC	OCT SERVICE	25.58
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	86.45
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AUG AMBULANCE REIMBURSEMEN	1,425.14
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		SMITH, CASSY	MEAL REIMB-TRAUMA SYMPOSIU	50.00
			TOTAL:	3,241.88
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	62.80
		INTERNAL REVENUE SERVICE	Fed WH	195.17
			FICA	302.23
			Medicare	70.68
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
			TOTAL:	758.43
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GEGRB	ICE	17.76
			ICE	17.76
		ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	36.49
		AMEREN MISSOURI	LCF RUNWAY LTS 8/29-9/26/1	40.00
			LCF FIREHOUSE 8/28-9/28/18	31.07
		INTERNAL REVENUE SERVICE	FICA	302.23
			Medicare	70.68
		ICMA	Retirement 401	273.09
		DISH NETWORK	SERV 9/29-10/28/18	79.03
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,025.61
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	47.20
		INTERNAL REVENUE SERVICE	Fed WH	167.91
			FICA	222.50
			Medicare	52.04
		ICMA	Retirement 457	30.00
			TOTAL:	519.65
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SERV 8/22-9/19/18	53.95
		ALLIED SERVICES LLC	TRASH SERVICE 10/1-10/31/1	36.49
		AMEREN MISSOURI	GG AP HANGAR 8/27-9/26/18	23.98
			GG TBLC EXT D 8/27-9/26/18	211.82
			GG AP SHOP 8/27-9/26/18	22.88
			GG AIRPORT 8/27-9/26/18	11.66
			GG TBLC EXT D 8/27-9/26/18	22.04
			GG AP HANGAR E8 8/27-9/26/	27.01
			GG AP SLEEPY 8/27-9/26/18	21.36
		INTERNAL REVENUE SERVICE	FICA	222.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Medicare	52.04
		MCCONNELL'S OF SAINT LOUIS INC	Retirement 401	180.15
		HSA BANK	GG PAVEMENT MAINT 6/14-7/3	15,620.74
			HSA Family/Dep. Contributi	180.00
			TOTAL:	16,686.62

===== FUND TOTALS =====		
10	General Fund	71,474.93
20	Transportation	57,304.57
30	Water Fund	10,167.93
35	Sewer Fund	23,459.29
40	Ambulance Fund	5,517.26
45	Lee C. Fine Airport Fund	1,784.04
47	Grand Glaize Airport Fund	17,206.27

	GRAND TOTAL:	186,914.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER,TONER, FRAME	38.44
			TOTAL:	38.44
City Administrator	General Fund	LAKE AREA CHAMBER OF COMMERCE	SEPT EGGS & ISSUES-M. WELT	15.00
		MO MUNICIPAL LEAGUE	2018 MCMA BREAKFAST-J.WOOD	26.00
			TOTAL:	41.00
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	PARCHMENT DEED	17.69
		GENERAL CODE LLC	SUPPLEMENT NO 21	1,551.07
			TOTAL:	1,568.76
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	DIVIDERS & STAPLES	3.39
			TOTAL:	3.39
City Attorney	General Fund	THOMSON REUTERS - WEST	PRODUCT CHARGES-MO JURY IN	73.83
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,TONER, FRAME	97.89
			TOTAL:	171.72
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	NEW BATTERY - BD 1	196.45
		AMAZON CAPITAL SERVICES INC	BADGE REEL HOLDER	19.98
			TOTAL:	216.43
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	URINAL SCREENS,TP & CUPS	406.23
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	104.85
			CH WATER COOLER RENTAL	38.51
		BUTLER SUPPLY CO	BULB RECYCLING	89.58
			LIGHT BULBS	63.00
		SURECUT LAWN CARE LLC	SEPT GROUNDS MAINTENANCE	2,386.43
		EDWARD A BARCHENSKI JR DBA CJ ELEC	30 AMP OUTLET FOR SERVER R	325.00
		CROWN LINEN SERVICE INC	CH FLOOR MATS	33.63
		GEO SERVICES LLC	SCREENS FOR PUMP 2	550.88
			TOTAL:	3,998.11
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	TURF SUPPLIES	139.00
			TURF SUPPLIES	578.50
		PROFESSIONAL TURF PRODUCTS	RENTAL- PRO GATR & TOP DRE	1,015.00
		PLUMB SUPPLY CO	IRRIGATION PARTS	165.76
		TALLMAN COMPANY	WATER LINE REPAIR	2.37
		O'REILLY AUTOMOTIVE STORES INC	BATTERY - P3	96.57
		KANSAS GOLF AND TURF INC	VENTRAC REPAIR	192.60
		CORE & MAIN LP	IRRIGATION REPAIR	18.00
		PRECISION AUTO & TIRE SERVICE LLC	NEW TIRES - P2	754.52
		MPR SUPPLY CO	IRRIGATION SUPPLIES	27.36
		LONGFELLOW'S GARDEN CENTER INC	TREES	789.99
		JESSICA SHAFFER DBA	SOCCER CONTROLLER REPAIR	94.00
			TOTAL:	3,873.67
Human Resources	General Fund	SOUTHWEST FAMILY/CHILD TESTING INC	FIT FOR DUTY	275.00
		NEW DIRECTIONS BEHAVIORAL HEALTH	4TH QTR EAP SERVICES	604.06
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE-EMPLOYMENT SCREENING	138.00
		AMAZON CAPITAL SERVICES INC	LAPTOPS & COVERS	543.96
			TOTAL:	1,561.02
Overhead	General Fund	DATA FLOW	TAX FORMS	153.78
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,TONER, FRAME	112.24
			TOTAL:	266.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Police	General Fund	MO POLICE CHIEFS ASSC	V ACADEMY TRNG 9/2018-9/20	1,760.00		
		WOODS SUPER MARKETS INC 2068	PRISONER MEAL	5.99		
		LAKE CLEANERS INC DBA DAMSEL DRY CLEAN	UNIFORM REPAIR-L.AUSTIN	10.00		
		STOP STICK LTD	STOP STICK RACK KIT	493.00		
		DALE A DISTLER DBA	REPAIR DAMAGED PUSH BUMPER	200.00		
		LAKE OZARKS MAJOR CASE SQUAD	2018 AGENCY DUES	100.00		
		BIG O TIRES AND SERVICE CENTERS	NEW TIRES - PD 30	635.36		
		HEDRICK MOTIV WERKS LLC	OIL CHG & ROTATE TIRES-PD	73.35		
			REPLACE A/C COMPRESSOR-PD3	450.76		
			NEW BATTERY - PD 16	211.29		
		OSAGE ANIMAL HOSPITAL	EXAM & MEDICINE	56.40		
			RE-EXAM FOR AXEL	31.40		
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,COVER,MARKERS	53.75		
			SHREDDER OIL	14.48		
		ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	58.60		
		AMAZON CAPITAL SERVICES INC	OFFICE SHREDDER	1,927.95		
			TOTAL:	6,082.33		
		911 Center	General Fund	WIRELESS USA INC	OCT SERVICE CONTRACT	225.00
					TOTAL:	225.00
		Information Technology	General Fund	TYLER TECHNOLOGIES INC	INSITE TRAINING	62.50
				LAKE SUN LEADER 81525 & 1586450	RFQ-IT SUPPORT	36.00
				ALEXANDER OPEN SYSTEMS INC	DOMAIN ADMIN USER PERMISSI	341.25
				STAPLES BUSINESS ADVANTAGE	RETURN WIRELESS COMBO	18.17
	WIRELESS COMBO			18.17		
		TOTAL:	439.75			
Economic Development	General Fund	STREET DECOR INC	BANNER FOR HOSPITAL	2,410.68		
			CANCER CENTER BANNER	347.59		
		LAKE AREA CHAMBER OF COMMERCE	FALL CELEBRATION-SILVER SP	250.00		
		VACATION NEWS	SEPT CALENDAR BILLING	150.00		
			TOTAL:	3,158.27		
Transportation	Transportation	CAPITAL MATERIALS LLC	GRAVEL	60.10		
		EZARDS	TIEDOWN	15.98		
		FASTENAL CO	PARTS FOR VAN	12.00		
			SOCKET ADAPTER & BRWN/GLD	11.43		
			G-8 1215 BRWN/GLD GLS	4.96		
			TRUBOLT	13.24		
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	40.17		
			TRANS DEPT FLOOR MATS	4.97		
			TRANS DEPT UNIFORMS	40.17		
			TRANS DEPT FLOOR MATS	4.97		
		D&R MATERIALS	MATERIAL FOR INDIAN TRACE	29.00		
			MATERIAL FOR INDIAN TRACE	125.00		
		ECONO SIGNS & BARRICADE LLC	SIGNS FOR LAKERIDGE DR & C	141.02		
		NORTHERN SAFETY CO INC	SAFETY GLASSES, GLOVES, VE	169.61		
		O'REILLY AUTOMOTIVE STORES INC	WIRE HARNESS & HITCH-VAN	238.77		
			FILTERS,SEAT COVERS,FLOORM	311.11		
			FUSE FOR VAN	6.78		
			OIL DRY FOR SHOP	25.30		
			TOWING KIT	32.99		
			OIL FILTER, LITE BAR-TRUCK	92.02		
			OIL FOR KUBOTA TRACTOR	19.99		
			OIL - TRUCK 69	19.99		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				17
			HARNESS - TRUCK 55	29.99
			OIL FILTER FOR KUBOTA TRAC	9.45
		SASCO PAVEMENT COATINGS INC	CRACK SEAL	30,485.00
		CROWN POWER & EQUIPMENT	BLADE FOR KUBOTA TRACTOR	94.07
			BLADE FOR FINISH MOWER	321.36
		CORE & MAIN LP	PART FOR STREET SWEEPER	115.53
			PARTS FOR STREET SWEEPER	56.66
		PRECISION AUTO & TIRE SERVICE LLC	LABOR TO INSTALL HITCH-VAN	196.00
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR INDIAN TRACE	268.01
			GRAVEL	163.05
		ELLIS BATTERY SPECIALISTS LLC	BATTERY FOR TRUCK 61	75.95
		HR GREEN INC	OB PKWY SIDEWALKS PH 5 -9/7	23,286.28
		WILSON INDUSTRIAL TIRE LLC	MINI EXCAVATOR TRACKS	833.34
		DELTA GASES, INC	WELDER REPAIR	295.84
		ARAMARK	POLO SHIRTS	47.98
			TOTAL:	57,698.08
Water	Water Fund	ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	4.97
			WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	4.97
		MO ONE CALL SYSTEM INC	LOCATES	90.35
		O'REILLY AUTOMOTIVE STORES INC	OIL DRY FOR SHOP	25.31
			TRACTOR FLUID	55.99
		POSTMASTER	OCT UTILITY BILL POSTAGE	400.00
		CORE & MAIN LP	REGULATOR	406.94
			REGULATORS	62.27
			FLUORIDE POCKET COLORIMETE	969.00
			SWISS TOWER METER	28.40
			DECHLORINATOR TABS & REGUL	552.94
			PLUMBING PARTS	209.04
			BRASS NIPPLE	7.12
			MARKING PAINT	73.44
			RENTAL SAW,1" LEAD CPLG, C	40.00
			RENTAL SAW,1" LEAD CPLG, C	167.04
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE - TRUCK 56	43.95
		MAGRUDER LIMESTONE CO INC	GRAVEL	80.05
		WILSON INDUSTRIAL TIRE LLC	MINI EXCAVATOR TRACKS	833.33
		L & J MUNICIPAL SUPPLY INC	6" METER FOR SWISS VILLAGE	3,150.00
		ARAMARK	POLO SHIRTS	47.97
			TOTAL:	7,310.36
Sewer	Sewer Fund	EZARDS	CONCRETE FOR MANHOLE-TTA	30.35
			NEW GFI OUTLET-STATION 149	26.78
		RP LUMBER INC	CHAIN FOR GRINDER STATIONS	279.98
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	35.80
			SEWER DEPT FLOOR MATS	4.97
			SEWER DEPT UNIFORMS	35.80
			SEWER DEPT FLOOR MATS	4.97
		MO ONE CALL SYSTEM INC	LOCATES	90.35
		HAWKEN PAINT & BODY INC DBA	CARGO DOOR FOR TRUCK 71	375.82
		TALLMAN COMPANY	PRESSURE MAIN PARTS-CEDAR	3.01
			PRESSURE LINE PARTS-CEDAR	44.68
		O'REILLY AUTOMOTIVE STORES INC	OIL DRY FOR SHOP	25.31
		POSTMASTER	OCT UTILITY BILL POSTAGE	400.00
		BUTLER SUPPLY CO	FUSETRON - 29-5	56.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CORE & MAIN LP	PVC PIPE	11.00
			MARKING PAINT	73.44
			REHAB KK6-12 LIFT STATION	297.42
			MOVED MAIN ON CEDAR VILLAG	372.61
			GLOVES	45.30
		MAGRUDER LIMESTONE CO INC	GRAVEL	90.86
		FINLAY CRANE SERVICE LLC	CRANE TO LIFT SANDS PUMP	687.50
		WILSON INDUSTRIAL TIRE LLC	MINI EXCAVATOR TRACKS	833.33
		ARAMARK	POLO SHIRTS	47.98
			TOTAL:	3,873.72
Ambulance	Ambulance Fund	LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	50.40
		THE ARTCRAFT GROUP INC DBA FOREMOST PR	BULLET LIGHTS & CPR BASICS	483.19
			TOTAL:	533.59
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	LCF DIESEL	627.23
			LCF UNLEADED GAS	734.43
		NAEGLER OIL CO	LCF JET FUEL	20,780.15
			LCF EQUIP & SATELLITE FEE	46.00
		LAKELAND OIL CO LLC	OIL	255.36
			TOTAL:	22,443.17
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	EAR PLUGS	3.59
			TRIMMER LINE	13.99
		NAEGLER OIL CO	GG EQUIP & SATELLITE FEE	46.00
		LAKELAND OIL CO LLC	OIL	255.37
			TOTAL:	318.95

```
===== FUND TOTALS =====
10  General Fund                21,643.91
20  Transportation              57,698.08
30  Water Fund                  7,310.36
35  Sewer Fund                  3,873.72
40  Ambulance Fund              533.59
45  Lee C. Fine Airport Fund    22,443.17
47  Grand Glaize Airport Fund   318.95
-----
                                GRAND TOTAL:    113,821.78
-----
```

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Cynthia Lambert, City ClerkDate Submitted: 10/09/18**Agenda Item Title:**

Bill 18-52. An Ordinance Authorizing, Establishing, and Providing for the Election Procedure to be Followed for the General Municipal Election to be held April 2, 2019 in the City of Osage Beach, Missouri.

Presented by: *(Name/Title)* Cynthia Lambert, City Clerk**Requested Action:**
☐
☒
☐
☐

Motion to Approve

First Reading of Bill # 18-52

Second Reading of Bill # _____

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe)

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

City Code Chapter 105: Elections; RSMo Chapter 115 Election Authorities and conduct of Elections

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Notice of Election must be published in the newspaper a minimum of 10 days in advance of the opening date to file.

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-52

Department Comments and Recommendation:

This Bill proposes to establish election dates for the 2019 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 18-52.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-52 is in correct form as per City Attorney.

I concur with the City Attorney.

BILL NO. 18-52

ORDINANCE NO. 18.52

AN ORDINANCE AUTHORIZING, ESTABLISHING AND PROVIDING FOR THE ELECTION PROCEDURE TO BE FOLLOWED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD APRIL 2, 2019 IN THE CITY OF OSAGE BEACH, MISSOURI.

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

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 2nd day of April, 2019 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 11, 2018. 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 11, 2018 and continuing during regular business hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, until Tuesday, January 15, 2019. City Hall will be closed on December 25, 2018 and January 1, 2019, 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:

Section 105.030 Declaration of Candidacy — Dates For Filing.

- (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 sixteenth (16th) Tuesday prior to, nor later than 5:00 P.M. on the eleventh (11th) 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.52 was duly passed on _____, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.52.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Nicholas Edelman/Public Works DirectorDate Submitted: 10/02/18**Agenda Item Title:**

Bill 18-53 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Aviation Project Consultant Supplemental Agreement No. 1, Construction Services for Engineering Contract AEOB18-002, for the Lee C. Fine Memorial Airport Taxiway Phase 2 Project with Crawford, Murphy & Tilly, Inc.

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

- ☐ Motion to Approve
- ☒ First Reading of Bill # 18-53
- ☐ Second Reading of Bill # _____
- ☐ Resolution # _____

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

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

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

Deadline for Action: YES ☒ NO ☐

If yes, explain:

We need to get this work under contract to proceed on the construction contract that Lehman Construction is doing for us on the Taxiway Project

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☐ NO ☒If no, provide funding source: 45 00-773216 Taxiway Project - 2019 Budget

Budget Line Item/Title: _____

FY 19 Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____ 156,200.27

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.53, Aviation Project Consultant Supplemental Agreement No. 1 Construction Services

Department Comments and Recommendation:

This Supplemental Agreement is for the Construction Phase Services for Phase 2 of the Lee C. Fine Taxiway Project. The construction contract with Lehman Construction was approved at the May 17, 2018, Board of Aldermen Meeting. This agreement was not completed at that time since we had to get the funding approved from the FAA. This will provide for inspection and project management services for this project.

The FAA thru MoDOT will reimburse the City at 90% of this cost. The Missouri Highways and Transportation Commission reimbursement agreement was approved at the September 20, 2018, Board of Aldermen Meeting. This supplemental agreement will add an additional amount Not to Exceed of \$156,200.27 to this contract; a contract for both design services previously awarded and inspection services requested herein. This will bring the total amount to \$327,268.22.

Crawford, Murphy & Tilly, Inc. did the design of the Taxiway Project.

The Public Works and Airport Departments recommend approval.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-53 is in correct form as per City Attorney.

LCF Phase 2 Taxiway Engineering Services was awarded in February 2018 to CMT, Inc. at \$171,067.95, the construction portion was awarded to Lehman Construction, LLC. in May 2018 at \$1,672,127.30. This request is for the inspection services, at \$156,200.27 with CMT, Inc. Total LCF Phase 2 Taxiway Reconstruction project is a 90/10 grant from MoDOT Aviation and will be budgeted in the FY2019 budget.

I concur with the departments' recommendation.

BILL NO. 18-53

ORDINANCE NO. 18.53

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES FOR ENGINEERING CONTRACT AEOB18-002 WITH CRAWFORD, MURPHY AND TILLY, INC. FOR THE LEE C. FINE MEMORIAL AIRPORT TAXIWAY PHASE 2 PROJECT.

WHEREAS, the City of Osage Beach entered into an agreement with Crawford, Tilly & Murphy, Inc. to perform professional services to accomplish the Taxiway Phase 2 - Aviation Project at the Lee C. Fine Memorial Airport; and

WHEREAS, the City desires to enter into Supplemental Agreement No. 1 to complete, extend, or continue the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the Aviation Project Consultant Supplemental Agreement No. 1 with Crawford, Murphy & Tilly, Inc. substantially the same as under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance for Supplemental Agreement No. 1 will add an additional amount not-to- exceed of One Hundred Fifty-Six Thousand Two Hundred Dollars and Twenty-Seven Cents (\$156,200.27).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.53 was duly passed on _____, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.53.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

Airport Name:	<u>Lee C. Fine Memorial Airport</u>
Project No.:	<u>17-046B-1</u>
County:	<u>Miller</u>

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES

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

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on **February 2, 2018**, to accomplish a project at the **Lee C. Fine Memorial Airport**, (hereinafter, "Original Agreement"); and

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

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section ~~(16)(State)~~ or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section ~~(8)(State)~~ or (9)(Federal) of the Original Agreement, with the following revisions to Paragraph (D):

The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid,

through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

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

(C) The lump sum fee and maximum amount payable included in Section ~~(8)(State)~~ or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1 – CONSTRUCTION PHASE SERVICES	TOTAL
Lump Sum	\$171,067.95	N/A	\$171,067.95
Fixed Fee	N/A	\$13,104.26	\$13,104.26
Max. Fee Payable	N/A	\$156,200.27	\$156,200.27

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

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these

additional services shall be **170** calendar days. The projected completion date shown on Exhibit VI is now revised to **45 calendar days after construction completion**, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **4%** of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **4%** of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
Trekk Design Group	Assistant Construction Observation	\$6,300.00	\$6,300.00	100%

(5) SUBCONSULTANTS:

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

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Terracon Consultants	3601 Mojave Court, Suite A Columbia, MO 65202	Materials Testing
AllState Consultants	3312 LeMone Industrial Blvd. Columbia, MO 65201	Geotechnical Inspection

Trekk Design Group	2313 Industrial Drive Columbia, MO 65202	Assistant Construction Observation

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

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

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

SPONSOR

By_____

By_____.

Title: CEO

Title: Mayor

ATTEST:

ATTEST:

By_____

By_____.

Title: Manager, St. Louis Office

Title: City Clerk

Approved as to Form:

Approved as to Form:

By_____

By_____

Title_____

Title_____

EXHIBIT II - SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal Construction Observation Program** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
 - c. Prepare and submit to the Sponsor an updated **Airport Layout Plan (ALP)** showing as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and

forward four (4) full size copies to MoDOT for approval. MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.

- d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1**DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT

CITY OF OSAGE BEACH, MISSOURI

RECONSTRUCTION OF TAXIWAY A (NEW TAXIWAY A AND A1) FROM TAXIWAY C TO RUNWAY 22 END

CONSTRUCTION PHASE SERVICES

June 11, 2018

Basic Services	Fee	Hours
<u>Construction Phase</u>	<u>\$156,200.27</u>	<u>991</u>
Total	\$156,200.27	991

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

**LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCTION OF TAXIWAY A (NEW TAXIWAY A AND A1) FROM TAXIWAY C TO RUNWAY 22 END
CONSTRUCTION PHASE SERVICES**

June 11, 2018

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR (2017 rates)	COST (\$)
Principal	0	\$77.58	\$0.00
Senior Project Engineer	4	\$58.97	\$235.88
Project Manager	94	\$47.57	\$4,471.58
Senior Engineer	152	\$37.51	\$5,701.52
Engineer	704	\$29.10	\$20,486.40
Senior Planner	0	\$36.23	\$0.00
Planner	0	\$25.39	\$0.00
Registered Land Surveyor	0	\$40.79	\$0.00
Senior Technician	26	\$35.67	\$927.42
Technician II	0	\$27.43	\$0.00
Clerk/Secretary	11	\$22.36	\$245.96
	991		

Total Direct Salary Costs = \$32,068.76

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42 % = \$55,292.96

3 SUBTOTAL:

Items 1 and 2 = \$87,361.72

4 PROFIT:

15 % of Item 3 Subtotal = \$13,104.26 Fixed Fee
Subtotal = \$100,465.97

5 OUT-OF-POCKET EXPENSES:

a. Mileage	7140 Miles @	\$0.545 / Mile =	\$3,891.30	
b. Construction Vehicle	67 Days @	\$12.00 / Day =	\$804.00	
c. Meals	67 Days @	\$32.00 / Day =	\$2,144.00	
d. Motel	67 Nights @	\$100.00 / Night =	\$6,700.00	(\$93 + tax per GSA.gov)
e. Printing and Shipping		=	\$500.00	

Total Out-of-Pocket Expenses = \$14,039.30

6 SUBCONTRACT COSTS:

a. Mat'l Tests P-152, 157, 208, 209, 401, 501 (Terracon) (Est.)	=	\$32,895.00	
b. Geotechnical Inspection (AllState - Columbia, MO) (Est.)	=	\$2,500.00	
c. Assistant Construction Observation (Trek) (Est.)	=	\$6,300.00	
	=		\$41,695.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$156,200.27 Not to Exceed

EXHIBIT V - SA1**ENGINEERING CONSTRUCTION - COST BREAKDOWN**

BASIC AND SPECIAL SERVICES
RECONSTRUCTION OF TAXIWAY A (NEW TAXIWAY A AND A1) FROM TAXIWAY C TO RUNWAY 22 END
RECONSTRUCTION OF TAXIWAY D (NEW TAXIWAY A2)

June 11, 2018

[illegible]



June 11, 2018

Crawford, Murphy & Tilly

Attn: Mr. Brian Hutsell, P.E.
P: [314] 436 5500
bhutsell@cmtengr.com

**Re: Proposal for Construction Testing and Observation Services
Lee C. Fine Memorial Airport – Taxiway A and A1
Brumley, Missouri
Terracon Proposal No. P09181054**

Dear Mr. Hutsell

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide Special Inspection / construction observation and materials testing services for the above-referenced project. This proposal summarizes our understanding of the project and presents our anticipated scope of services. Our fee schedule and our *Agreement for Services* are also included.

1.0 WHY TERRACON?

- Terracon proposes to use multi-disciplined technicians who can perform all of the material testing and inspections for the project reducing the total combined number of hours by minimizing multiple technicians on site.
- In addition to the primary technician assigned to the project, Terracon's depth of staff allows for supplemental support (i.e. for large concrete placements) and specialty testing technicians to be available as needed.
- Terracon has an AASHTO Accredited Construction Materials Laboratory to ensure accurate testing results in an expedited manner.
- Terracon has provided testing for recent taxiway rehabilitation projects including the Lee C Fine Memorial Airport Taxiway and Apron Rehabilitation. Having this experience helps Terracon be a confident and resourceful partner able to consult on current and future project needs.

Terracon Consultants, Inc. 13910 West 96th Terrace Lenexa, Kansas 66215
P [913] 492 7777 F [913] 492 7443 www.terracon.com/kansas_city

Environmental



Facilities



Geotechnical



Materials

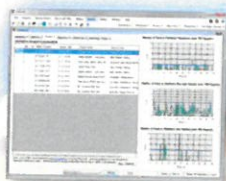
Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Proven Report Turnaround Commitment

Report Type	Average Report Turnaround Time
Non-Conformance Reports	Less than 24 hours
Laboratory Reports	1 day
Daily Inspection Reports	2 to 3 days

Seamless Report Delivery and Budget Tracking



Project Work Plan and Schedule

Benefits: Scheduling – helps project team to quickly see resource availability and make assignments

- Techs with the right certifications available on your site
- Expediting resources
- Responding to workload fluctuations

Budget Tracking

Benefits:

- Constant communication – daily, weekly, monthly
- Milestone notifications monitor your investment
- Retest tracking for potentially significant savings

Field Observation, Data Collection, Reporting and Delivery

Benefits:

- Fast collection through hand-held devices, high-tech tablets, and laptops
- Efficient transmittal of data to Project Manager
- Keeps the project moving forward with seamless delivery of information

Communication of Results to All Parties

Benefits:

- E-mail notifications
- Easy to read reports with third-party access
- Close out – push of a button
 - Report library
 - Data storage
 - Final letters

More on information about Terracon's approach to seamless report delivery and budget tracking can be obtained [by clicking this link](#).

2.0 PROJECT DESCRIPTION

Item	Description
Project location	This project will be located at 1111 Lee C. Fine Road in Brumley, Missouri 65020
Proposed structure	The project will consist of an approximate 14,000 sq. yd. taxiway removal and replacement.
Pavement Construction	Taxilane construction will include up to 10" thick concrete paving. Pavement subgrade requires 12" of lime kiln dust stabilized subgrade and 6" of crushed aggregate base.
Grading/slopes	Current ground level is within approximately 3 feet of final grade
Referenced information	Project Plans: Lee C. Fine Memorial Airport, dated 4/9/2018 Project Specifications: Lee C. Fine Memorial Airport, dated 4/9/2018 Geotechnical Report: All State Consultants

3.0 SCOPE OF SERVICES

We understand the scope of services could include general observation and testing of concrete. In addition, we anticipate that subgrade preparation observation and compaction testing of engineered fill may be requested.

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the Special Inspection / construction observation and materials testing needs of this project as scheduled by the Client or your designated representative. Based on our understanding of the project requirements, the scope of the as-requested services may include the following.

- **Subgrade observation and testing could include the following**
 - Observe proof rolling operations of subgrade soils before construction of floor slabs, pavement subgrade, or new fill
 - Perform laboratory moisture-density relationship, grain size analysis and Atterberg Limits on native or proposed fill soils, and base material
 - Performing density testing on native soils, fill soils, and pavement base to determine the moisture content and percent compaction of the material

- **Flyash treated subgrade testing could include the following**
 - Perform laboratory testing to determine optimal application rate for subgrade stabilization.
 - Observe subgrade treatment procedures and flyash application
 - Performing density testing on flyash treated subgrade and pavement base to determine the moisture content and percent compaction of the material
- **Field concrete testing could include the following**
 - Field sample and testing of concrete for slump, air content and temperature
 - Cast sets of (2) 6" x 12" cylinders (for each of four daily sublots, up to (8) cylinders maximum) on the concrete foundations and floor slabs
 - Observe reinforcing steel placement prior to placement of concrete pavement; including number, size, spacing and configuration of bars
 - Transport, cure and test concrete cylinders at the testing frequency specified
- **Project Management/Administration**
 - A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will monitor the project budget and will oversee the preparation of the final letter and daily reports. The project manager will attend preconstruction meetings as needed throughout the duration of the project.

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services.

2.3 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Columbia, Missouri office at [573] 214 2677. Services should not be scheduled through our field personnel. We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

Proposal for Construction Observation and Testing Services
 Proposed Lee C. Fine Memorial – Taxiway A and A1 ■ Brumley, Missouri
 June 11, 2018 ■ Terracon Proposal No. P09181054

Terracon

3.0 COMPENSATION

Our services will be invoiced based on the work performed in accordance with our attached basis of estimate. Based on our understanding of the scope of services discussed in this proposal, we estimated a fee of \$32,895 for this project. We have estimated the duration of each testing phase. This estimate is not considered a lump sum or not-to-exceed cost, but an estimate for budgeting purposes only. Our invoices will reflect the actual hours/units used, in accordance with the basis of estimate; however, we would contact you prior to exceeding the estimated fee.

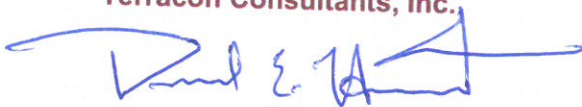
4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. We reserve the right to withhold our reports until the signed Agreement has been received by Terracon or payment is current. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please feel free to contact this office if you have any questions or comments concerning the proposed services or if we may be of further service to you.

Sincerely,

Terracon Consultants, Inc.



For
 Jeff Kenney, EI
 Project Engineer



Jason Guilford, P.E.
 Senior Staff Engineer | Materials

Attachments: Fee Schedule
 Cost Estimate
 Agreement for Services

Proposal for Construction Observation and Testing Services
 Proposed Lee C. Fine Memorial – Taxiway A and A1 ■ Brumley, Missouri
 June 11, 2018 ■ Terracon Proposal No. P09181054

Terracon

FEE SCHEDULE

PERSONNEL

MoDOT Certified Technician	55.00/hour*
Senior Field Technician	60.00/hour*
Coring Crew	120.00/hour*
AWS Certified Welding Inspector	95.00/hour*
Project Manager (Supervision and Report Review)	100.00/hour
Licensed Professional Engineer	120.00/hour
Senior Associate	150.00/hour

*Increase hourly rate by 1.5 work over 8 hours per day, before 7 am, after 5 pm, and Saturday. Increase hourly rate by 2.0 for Sunday, and Holiday work. Hourly services will be billed in 0.5 hour increments.

EXPENSES, EQUIPMENT, AND SUPPLIES

Trip Charge	120.00/trip
Supplies	Cost +15%
Per Diem	140.00/day
Core Drilling Machine and Generator	110.00/day
Floor Flatness Test (Dipstick)	500.00/test
Gloss Meter	50.00/day
Maturity Meter	75.00/day
Maturity Meter Probes	65.00/each

CONCRETE AND MASONRY

Compressive Strength of Concrete Cylinder (ASTM C 39)	16.00/each
Stripped and cured test cylinders, not tested	16.00/each
Compressive Strength of Grout Prism	20.00/each
Compressive Strength of Mortar Cube or Cylinder	20.00/each
Flexural Strength of Concrete Beam	75.00/each
Concrete Core Measurement and Compressive Strength	50.00/each
Compressive Strength and Dimensions of Masonry (ASTM C140)	75.00/block*
Net Area, Absorption, Specific Gravity and Moisture (ASTM C140)	75.00/block*
*Minimum of three blocks required	
Vapor Emission Testing	50.00/test

AGGREGATES

Sieve Analysis (ASTM C136)	75.00/each
Analysis of Material finer than #200 Sieve (ASTM C117)	45.00/each
Organic Impurities – Colorimetric (ASTM C40)	45.00/each
Lightweight Particles or Chert Analysis (ASTM C123)	100.00/each
Clay Lumps (ASTM C142)	55.00/each
Specific Gravity or Absorption Analysis (ASTM C127 or 128)	50.00/each
Unit Weight (ASTM C29)	50.00/each

Proposal for Construction Observation and Testing Services
Proposed Lee C. Fine Memorial – Taxiway A and A1 ■ Brumley, Missouri
June 11, 2018 ■ Terracon Proposal No. P09181054

Terracon

METALS

Anchor Bolt Load Testing Equipment	150.00/day
Skidmore Wilhelm Bolt Testing Equipment.....	100.00/day
Ultrasonic Examination of Welds – Equipment and Consumables	100.00/day
AWS or ASME Welder Qualifications	
Pipe	150.00/each
Plate	120.00/each*
Weld Procedure Qualification	
AWS.....	375.00/each*
ASME.....	400.00/each*
Tensile, Yield and Elongation Test.....	135.00/each*

*Excluding machining, sample preparation and base metal costs, if required

ASPHALT

Asphalt Technician.....	55.00/hour*
Coring Crew	120.00/hour*
Extraction/Gradation	160.00/each
Extraction only	110.00/each
Marshall Stability Flow and Density Specimens (already mixed)	195.00/set
Core Thickness/Density	35.00/each
Super Pave Molded Density Specimens (already mixed)	210.00/set
Theoretical Maximum Specific Gravity (ASTM D2041)	100.00/test

SOILS

Atterberg Limits Determination (LL, PL, PI)	70.00/test
Lime Treated Atterberg Limits Determination (LL, PL, PI).....	150.00/test
Combined Analysis (Hydrometer and Sieve).....	110.00/test
Hydrometer Analysis	85.00/test
Sieve Analysis (Washed over #200 sieve).....	85.00/test
Density Determination (Shelby Tube Sample).....	15.00/test
Organic Content.....	75.00/test
pH	50.00/test
Specific Gravity Determination	85.00/test
Visual Engineering (USCS) Classification	7.00/test
Moisture Content Determination	12.00/test
Laboratory CBR.....	325.00/test
Standard Proctor (ASTM D 698).....	175.00/test
Modified Proctor (ASTM D 1557).....	195.00/test
Lime Treated Standard Proctor (ASTM D 698)	250.00/test
Lime Treated Modified Proctor (ASTM D 1557)	270.00/test

COST ESTIMATE WORKSHEET

Construction Testing & Observation Services

Terracon

3601 Mojave Court, Set A
Columbia, MO 65202
PHN: 573-214-2677
FAX: 573-214-2714

Lee C. Fine Memorial Airport Taxiways A and A1 Brumley, Missouri

Task	Unit Type	No. of Units	Unit Rate	Subtotal	Total
Proofroll / Over Excavation / Baserock Observation and Density Testing					
Technician (Assumes 20 trips @ 8 hours/trip)	hours	160	\$ 55.00	\$ 8,800.00	
Trip Charge	each	20	\$ 120.00	\$ 2,400.00	
Standard Proctor Test	each	1	\$ 175.00	\$ 175.00	
Modified Lime Treated Proctor Test	each	3	\$ 270.00	\$ 810.00	
Lime Treated Atterberg Limits	each	3	\$ 150.00	\$ 450.00	
Reports / Engineering Review / Supervision					
Licensed Professional Engineer	hours	10	\$ 120.00	\$ 1,200.00	
Project Manager	hours	20	\$ 100.00	\$ 2,000.00	
				Subtotal	\$ 15,835
PCC Concrete Testing					
Technician (Assumes 20 trips @ 8 hours/trip)	hours	160	\$ 55.00	\$ 8,800.00	
Cylinder Pickup (Assumes 5 trips @ 4 hours/trip)	hours	20	\$ 55.00	\$ 1,100.00	
Concrete Testing - Lab (Assumes 30 sets of 2 Cylinders/Set)	each	60	\$ 16.00	\$ 960.00	
Trip Charge	each	25	\$ 120.00	\$ 3,000.00	
Reports / Engineering Review / Supervision					
Licensed Professional Engineer	hours	10	\$ 120.00	\$ 1,200.00	
Project Manager	hours	20	\$ 100.00	\$ 2,000.00	
				Subtotal	\$ 17,060
				TOTAL	\$ 32,895

Increase hourly rate by 1.5 Before 7AM, After 5PM, Saturdays and more than 40 hours per week. Increase hourly rate by 2.0 for Sunday, and Holiday work.
Hourly services will be billed in 0.5 hour increments.

The above estimate is not considered a lump sum or not-to-exceed cost, but an estimate for budgeting purposes only.

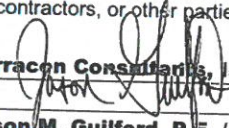
AGREEMENT FOR SERVICES

This **AGREEMENT** is between Crawford Murphy & Tilly Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lee C. Fine Memorial - Taxiway A and A1 project ("Project"), as described in Consultant's Proposal dated 06/10/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **6/10/2018**
 Name/Title: **Jason M. Guilford, P.E. / Project Manager**
 Address: **3601 Mojave Ct Ste A**
Columbia, MO 65202-4043
 Phone: **(573) 214-2677** Fax: **(573) 214-2714**
 Email: **Jason.Guilford@terracon.com**

Client: **Crawford Murphy & Tilly Inc**
 By: _____ Date: _____
 Name/Title: **Brian Hutsell, P.E. / Senior Aviation Engineer**
 Address: **One Memorial Drive, Ste 500 Gateway Tower**
St. Louis, MO 63102
 Phone: _____ Fax: **(314) 436-0723**
 Email: **bhutsell@cmtengr.com**

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Karri Bell/City TreasurerDate Submitted: 10/05/18**Agenda Item Title:**

Bill 18- 54 An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Central Bank of Lake of the Ozarks (Central Bank) for Banking Services.

Presented by: *(Name/Title)* Karri Bell/City Treasurer**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-54☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

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

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

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Current contract expires December 31, 2018.

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-54; Contract for Banking Services; RFP Analysis/Summary; Proposals from Central Bank and Providence Bank.

Department Comments and Recommendation:

The City's Request for Proposals was designed to award banking services to the Bank that could best provide and address the following six (6) selection criteria; cost of services, financial strength, experience, interest rates offered on account balances and investments, optional services, and community investment. The City received two banking proposals; Central Bank and Providence Bank.

The City's Information Technology (IT) Department reviewed the security section of both banks anonymously and preferred the proposal from Central Bank. After reviewing the details of Central Bank and Providence Bank (see attached spreadsheet), it is my recommendation that the City accept the proposal from Central Bank.

Our services are currently with Central Bank.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-54 is in correct form as per City Attorney.

The City Treasurer has done a thorough assessment and I concur with the department's recommendation.

BILL NO. 18-54

ORDINANCE NO. 18.54

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR BANKING SERVICES WITH CENTRAL BANK OF THE LAKE OF THE OZARKS.

WHEREAS, the City issued a Request for Proposal for a contract for banking services;
and

WHEREAS, Central Bank of the Lake of the Ozarks submitted the overall best proposal;
and

WHEREAS, the City of Osage Beach seeks to execute a contract for banking services with Central Bank of the Lake of the Ozarks; and

WHEREAS, the City has determined Central Bank of the Lake of the Ozarks is able to provide such services as described in the specifications for banking services.

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 Central Bank of the Lake of the Ozarks substantially under the terms set forth in the attached contract and financial services proposal (Exhibit "A").

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.54 was duly passed on _____
by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.54.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

CONTRACT FOR BANKING SERVICES

This banking services agreement, made and entered into this 1st day of January, 2019 by and between the City of Osage Beach, Missouri, herein referred to as "City" and Central Bank of Lake of the Ozarks, herein after referred to as "Bank".

Whereas, the City is in need of banking services, and;

Whereas, the Bank desires to provide the banking services to the City, and;

Whereas, in consideration of the services to be performed by the Bank and consideration of the City allowing the Bank to furnish the services, this contract is entered into subject to the terms and conditions as herein set forth;

NOW THEREFORE, it is mutually agreed as follows:

1. The Bank shall provide the services as desired by City as stated in the Bank's Financial Service Proposal dated September 21, 2018.
2. The City agrees to use the Bank as its sole local depository for all funds maintained locally.
3. The Bank further agrees as required by statute to enter into a written security agreement. The written security agreement shall be approved by the Board of Directors and noted within the official record of the Bank.
4. This agreement may be amended by either party provided such amendment is in writing and properly executed by both parties.
5. The effective date of this contract shall be January 1, 2019 and the expiration date shall be December 31, 2023. This contract may be canceled at the end of any calendar year during the term of the contract provided that at least ninety (90) days written notice is given to the other party prior to the cancellation. This agreement may be automatically extended annually after the four year period.

IN WITNESS, the parties have hereunto affixed their signatures this ____ day of _____, 2018

CITY OF OSAGE BEACH

DEPOSITORY INSTITUTION

MAYOR: _____

OFFICER: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

SUMMARY OF PROPOSAL ELEMENTS

INFORMATION REQUESTED

CENTRAL BANK

PROVIDENCE

52

1.	MAIN OPERATING ACCOUNT (DDA)/SWEEP AC	NO COST	\$5 PER ACCOUNT, PER MONTH (8 ACCTS = \$40)
·	Provision of Supplies	NO COST CHECKS AND DEPOSIT	NO COST CHECKS AND DEPOSIT SLIPS
·	Processing checks and other debits	NO COST	.08 EACH, EST. \$20.00 PER MONTH
·	Processing deposits and other credits	NO COST	.06 EACH, EST. \$124.26 PER MONTH
·	Return of Deposit items	NO COST	\$2.75 EACH, EST 3-4 PER MONTH
·	ACH Batch File Fee	NO COST	\$2.00 PER FILE, EST \$28.00 PER MONTH
·	ACH Item Fee	NO COST	\$0.10 PER ITEM, EST \$24.00 PER MONTH
·	Wire Transfers In	NO COST	\$5.00 PER WIRE
	ELEC STATEMENTS W/COPIES OF CANCELLED	NO COST	THROUGH ON-LINE BANKING \$15.00 PER ACCOUNT
·	Stop Payments	NO COST	\$15 PER ITEM, \$150 ANNUAL EST.
·	All services AT NO FEES	YES	NO
·	Minimum Balance	NONE	NONE
·	Method of determining interest rates used	1% - YEAR 1	2.27% CURRENT - TIED TO 91 DAY T-BILL
·	Positive Pay/Reverse Positive Pay	NO COST	\$15 MONTHLY
2.	SAVINGS ACCOUNTS	NO COST	NO COST
·	Minimum Balance	0	\$1,000
·	Interest Rate	1% - YEAR 1	
·	Method of determining interest rates used		90-DAY TREASURY BILL RATE, FED FUNDS RATE
3.	LETTER OF CREDIT DEPOSITORY	SUBJECT TO APPROVAL BY BAN	DESIGNATED DEPOSITORY FOR NEW LETTERS O
4.	CERTIFICATE OF DEPOSIT - Interest rate and method		
	30 DAY	N/A	2.12% - 90 DAY T BILL RATE
	90 DAY	1.90% - 90% T BILL RATE	2.22% - 90 DAY T BILL RATE + 10 BPTS
	180 DAY	2.06% - 90% T BILL RATE	2.40% - 90 DAY T BILL RATE + 10 BPTS
	1 YEAR	2.33% - 90% T BILL RATE	N/A
5.	OTHER INVESTMENT OPTIONS	MONEY MARKET INSTRUMENTS	MONEY MARKET ACCOUNTS
		T-BILLS, T-NOTES, SECURITIES FOR A FEE	
6.	PROVIDE SAMPLE REPORT OF INVESTMENTS	NOT INCLUDED	INCLUDED
	Are deposits available for immediate investment? __	NO	NO
	If no, specify availability time: _____	NEXT DAY	NEXT DAY
7.	INTERNET-BASED CASH MANAGEMENT SYSTEM	BUSINESS LINK - NO COST ALL A	\$15 PER ACCOUNT = \$120 PER MONTH (8 ACCTS)
	Demonstration upon request before bid award	N/A	AVAILABLE - NO COST
8.	OTHER MONEY MARKET INSTRUMENTS	SEE #5	SEE #5
9.	ADDITIONAL ACCOUNTS - CHECKING, SAVING	NO LIMIT - NO COST	NO LIMIT - \$5 PER ACCOUNT, PER MONTH
·	Conditions	NONE	MINIMUM BALANCE \$1,000
10.	DEPOSIT BAGS – Minimum of 3 bags & keys required	NO COST	NO COST
11.	ACH DEBIT/CREDIT CAPABILITY	YES	YES
12.	ALTERNATIVE OPTION TO PAY EMPLOYEES W/C	PAYCHEK PLUS - NO COST	PAYROLL CARDS - NO COST
13.	WIRE TRANSFER SERVICES	NO COST	\$10 EACH, EST \$40 PER MONTH
14.	SAFE DEPOSIT BOX SERVICES	NO COST	NO COST
15.	SHORT TERM BORROWING	SUBJECT TO BANK PROPOSAL	COMPETITIVE RATE TIED TO A PUBLIC INDEX
16.	GOVERNMENT REFERENCES – Upon request	AVAILABLE UPON REQUEST	AVAILABLE UPON REQUEST
17.	FFIEC TIER 1 LEVERAGE CAPITAL RATE	8.80% AS OF JUNE 30, 2018	13.80% AS OF JUNE 30, 2018

18. ATM LOCATED AT CITY HALL - OPTIONAL	NO	IF FINANCIALLY FEASIBLE
19. CREDIT CARDS FOR CITY OFFICIALS	YES - NO FEE - REWARD PROGRAM	YES - NO ANNUAL FEE
20. PURCHASING CARD PROGRAM - OPTIONAL	YES - NO ANNUAL FEE	YES - NO ANNUAL FEE
21. ACCTS PAYABLE PROGRAM - OPTIONAL	YES - EST REVENUE = \$13,122	N/A
22. TRAINING OF CITY EMPLOYEES FOR FUTURE NEEDS	YES	YES
21. ACKNOWLEDGE OF ACCEPTANCE	INCLUDED	INCLUDED
Statement signed that acknowledges all terms and conditions		
AUDITED FINANCIAL STATEMENTS	INCLUDED	NOT INCLUDED
Liquidity	INCLUDED	NOT INCLUDED
Asset Quality	INCLUDED	NOT INCLUDED
Profitability	INCLUDED	NOT INCLUDED
Strength	INCLUDED	NOT INCLUDED
Management	INCLUDED	NOT INCLUDED
COMMUNITY INVESTMENT & ACTIVITY	LIST PROVIDED	NOT INCLUDED
OTHER OPTIONAL SERVICES	1 FREE CHECKING ACCT W/\$25 G	REMOTE DEPOSIT CAPTURE - NO TRIP TO BANK
	LOCKBOX	REMITTE - REMOTE DEPOSIT PLUS POSTING TO IN
	RESUBMITT	LOCKBOX
	EMPLOYEE BENEFIT PLANS	ACH POSITIVE PAY
	E DEPOSIT - NO TRIP TO BANK	ACH BLOCK ORDERS
	ACCOUNT RECONCILIATION	MERCHANT PAYMENT SOLUTIONS
	CREDIT CARD PROCESSING	
	CENTRAL CAPITAL MARKETS	



September 21, 2018

City of Osage Beach
Attn: Karri Bell, Treasurer
1000 City Parkway
Osage Beach, MO 65065

Reference: Financial Services Proposal

Dear Ms. Bell:

Central Bank of Lake of the Ozarks is pleased to provide a proposal for banking services to the City of Osage Beach. We have maintained a long association with the City and take great pride on our ability to work with an organization that is so vital to our community.

In our proposal, you will find that we have bid on all of the products requested. Please note that this proposal is two-fold. The first part of the proposal contains information and pricing on the banking services you have mentioned in your bid request. The second part consist of other financial products you may be interested in today or in the future. We believe that no other financial institution has the capability to provide the services you desire in a single turnkey operation.

Knowing that one of the key assets of the City is your officers and staff, we would like to increase the depth of our relationship with the City to include all your employees. For this reason, we will offer all of your employees and staff, one free checking account with a twenty-five dollar (\$25) gift card. All they will need to do, upon approval of this proposal, is present their pay stub or other proof of employment with the City to one of our personal bankers at any of eight banking facilities in the Lake area. No other bank can provide the convenience, ease of banking, financial services and financial strength made available at Central Bank.

Finally, our methods of performance flows easily from cash management to investments. At Central Bank, we believe we have unmatched knowledge of the City's operations. Through professionalism and hard work, we will continue to add value to your already successful municipality.

Should you or your staff have any questions, please feel free to contact us. Thank you for the opportunity to continue our service to your fine organization.

Sincerely,

A blue ink signature of John R. Porth, written in a cursive style.

John R. Porth
Senior Vice President



STATEMENT
Acknowledgement of Acceptance

The City of Osage Beach reserves the right to reject and all proposals, to waive technical defects, and to select proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein

Company Name:
Central Bank of Lake of the Ozarks

Authorized Person (Print):
John R Porth

Address:
PO Box 207

Signature:



City/State/Zip:
Osage Beach MO 65065

Title:
Senior Vice President

Telephone #: Fax #:
573-348-2457 573-302-2408

Date: Tax ID#:
 44-0161708

Email:
john.porth@centralbank.net

Entity Type:
Missouri Banking Corporation

Some people describe the current business environment as “difficult.”

Central Bank has a different perspective.

We see opportunity for businesses focused on improving products, services, and performance. Companies that appreciate the power and potential of working together with a strong financial partner.

The City of Osage Beach currently utilizes the following banking products and services from Central Bank of Lake of the Ozarks.

- Checking Accounts
- Insured Money Market Accounts
- Certificates of Deposit
- Credit Cards
- Commercial Loans
- BusinessLink [Computer Banking]
- Deposit Bags
- One-Statement Banking
- Merchant Services [Credit Card Processing]
 - Parks & Recreation
- Automated Clearing House [ACH]
- Wire Transfers
- Direct Deposit Services
- Positive Pay
- Banking and Professional Consultation

Central Bank recommends the following bank products and services for the City of Osage Beach.

- Commercial Payment Systems
- Multi Card
- ReSubmitIt
- eDeposit
- Employee Benefits/ Retirement Plans
- Health Savings Accounts
- Sweep Accounts
- Lockbox Services
- Central Capital Markets

CHECK LIST

The following items should be directly addressed in each respondent proposal:

1. Main Operating Account/Sweep Account (Interest Bearing)
 - Provision of Supplies: no cost
 - Stop Payments: no cost
 - All services/products offered at no cost unless described in the proposal
 - Minimum Balance: none
 - Method of determining interest rates used: See Proposal
 - Positive Pay/Reverse Positive Pay: no cost
2. Savings Accounts
 - Minimum Balance: none
 - Interest Rate: See Proposal
 - Method of determining interest rates used
3. Letter of Credit Depository
4. Certificate of Deposit
 - Interest Rate: See Proposal
 - Method of determining interest rates used: See Proposal
5. Other investment options, appropriate for City of Osage Beach: Central Capital Markets
6. Provide sample Report of Investments

Are deposits available for immediate investment? no (yes or no)

If no, specify availability time: next day availability
7. Internet-based Cash Management System- Demonstration upon request before bid award: Full training at no cost to the City
8. Other Money Market Instruments: Central Capital Markets
9. Additional Accounts- Checking; Savings
 - Conditions: none, City can have as many accounts as needed at no cost
10. Deposit Bags- Minimum of 3 bags & keys required: no cost
11. ACH Debit/Credit Capability: yes
12. Alternative option to pay employees with bank account- required: checks, direct deposits, and payroll cards

13. Wire Transfer Services: no cost via BusinessLink
14. Safe Deposit Box Services: no cost for one box (3 x 10 x 24 or 5 x 10 x 24)
15. Short Term Borrowing: See Proposal
16. Government References- Upon request: yes
17. FFIEC Tier 1 Leverage Capital Rate: 8.80%
18. ATM located at City Hall- optional: no
19. Credit Cards for City officials: offered with scope of Banking
20. Training of City employees of bank processes for future new technologies: yes, at no cost
21. Acknowledge of Acceptance
 - Statement signed that acknowledges all terms and conditions: yes

BANKING SERVICES PROPOSAL

City of Osage Beach

September 21, 2018

1. *Required Qualifications:*

Central Bank of Lake of the Ozarks agrees to meet all required qualifications as stated in the Request for Proposal.

2. *Main Checking Account*

- Central Bank will supply at no cost:
 - Images of canceled checks in numerical order
 - “One Statement Banking”
 - a. All savings accounts will show on statement
 - b. All certificates of deposit will show on statement
 - Bookkeeping information at no cost
 - Copies of statement at no cost
 - Checks supplied at no cost
 - Deposit slips supplied at no cost
 - Debit and credit items at no cost
 - Furnish coin bags at no cost
 - Accept silver deposits in bulk at no cost
 - Wire transfers at no cost
 - ACH withdrawals at no cost
 - Overdrafts and NSF items at no cost
 - Return deposit items processed at no cost
 - No minimum balance on the account
 - No maintenance fee on the account
 - Stop payments at no cost
 - No limit on the number of checks written
 - “Positive Pay” services at no cost
 - Cashier Checks at no cost
 - Keys and services for Night Drop at no cost
- Interest Rate (Option One) *
 - **NOW account:** Paid at current market rate on the investable balance. The account currently has an Annual Percentage Yield (APY) at an interest rate of 1.00% and is paid monthly to the account. This rate is set by Bank Management and is reviewed weekly. **Central Bank of Lake of the Ozarks agrees to pay a minimum of 1.00% APY on this investment for the first year of the financial services contract.**
 - No minimum balance required

- Interest Rate (Option Two) *
 - Same terms and conditions as main checking account unless stated below
 - Repurchase / Sweep Cash Management Account: Pay at 0.75% APY
- * With either interest rate option, we can attach Zero-Balance Accounts to aid you in your cash management needs.
- 3. *Miscellaneous Checking Accounts [As many accounts as needed by City]:*
 - Same terms and conditions as main checking account
- 4. *Savings Accounts/Insured Money Market Accounts*
 - No minimum balance
 - No maintenance fee
 - Interest Rate: paid at current market rate on the daily collected balance. The current Annual Percentage Yield (APY) is 1.00% and is paid monthly to the account. The rate is set by Bank Management and is reviewed weekly. **Central Bank of Lake of the Ozarks agrees to pay a minimum of 1.00% APY on this investment for the first year of the financial services contract.**
 - This account is tied to “One Statement Banking”
- 5. *Letter of Credit*
 - Subject to approval by Bank Management
- 6. *Short Term Borrowing*
 - Subject to approval by Bank Management
- 7. *Lease Purchase*
 - Subject to approval by Bank Management
- 8. *Investments*
 - Certificates of Deposit
 - To help maximize your return on Certificates of Deposit, for the purpose of figuring interest rates, Central Bank will treat all of your Certificates of Deposit as Jumbo CD's
 - Fixed Rate (Option One)
 - current rates would be set by bank management:
 - 91 day certificate of deposit Current rate = 2.00% APY*
 - 182 day certificate of deposit Current rate = 2.00% APY*
 - 1 year certificate of deposit Current rate = 2.25% APY*
 - *** Central Bank of Lake of the Ozarks agrees to pay a minimum rate of 1.50% APY for the first year of the financial services contract**

- Indexed Rate (Option Two)
 - 90% of the corresponding T-Bill Rate
 - 91 day certificate of deposit Current rate = 1.90%
 - 182 day certificate of deposit Current rate = 2.06%
 - 12 month certificate of deposit Current rate = 2.33%
- Repurchase Agreement Services (Sweep Account)
 - Available as defined in the Request For Proposal
 - This product is offered to the City at no cost
 - Interest rate as described in the “Main Operating Account” section
- Money Market Instruments
 - T-Bills, T-Notes, Government Securities, available for a fee
 - Safekeeping of Money Market Instruments at no cost
- 9. *Computer-based Cash Management System (BusinessLink Online Banking)*
 - Available as defined in the Scope of Banking Services
 - **Intelligent Online Banking For Your Business**
 - In today’s challenging business world, comprehensive secure, online banking is a must. With our BusinessLink, you can manage your day-to-day finances from your computer, tablet or smartphone, 24/7.
 - **View Real-time** account activity, balances and cash flow anytime.
 - **Schedule Transfers** to and from linked accounts
 - **Pay Bills Electronically**
 - **Initiate Stop Payments on Checks**
 - **Create Alerts** to help you manage your accounts
 - **View and Print Images of Checks** you’ve written or deposited into your account
 - **Initiate Wire Transfers and Automated Clearing House (ACH) transactions**
 - **Generate your Payroll Online** via direct deposit or employee PaychekPLUS debit cards
 - **Security is Our Top Priority**
 - In today’s sophisticated and digitized world, computer criminals are constantly plotting to find new ways to steal your money. Rest assured, we take every precaution to ensure your security and protect your finances, including:
 - **“HTTPS Security Encryption”** in both our Business Online Banking and Business Mobile Banking
 - **PhoneFactor Authentication for ACH and Wire Transfers Identifies Higher-Risk Transactions**
 - **Multi-Layered Authentication** for all of our online services

- **Security Reviews** on all of our systems by an independent, external auditor
- **Continuous Monitoring and Review of All of Our Security Measures**
 - This product will be offered to the City at no cost
 - All training supplied to the City at no cost
 - All equipment will be furnished by the City

10. Community investment and activities

- Central Bank prides itself on its past and current commitment to the Lake Area.
- Some of the organizations and events that Central Bank has committed resources [money and human] are as follows. Please note that this is not a complete list as we participate in some way with almost every event and organization in the Lake Area.

- | | |
|---|--|
| ○ Can Am Games | ○ Rotary Club in Osage |
| ○ City of Osage Beach Fall Festival | Beach, Lake Ozark, Eldon, Camdenton, & Sunrise Beach |
| ○ Lake Regional Hospital Foundation | ○ Camdenton Chamber/Dogwood Festival |
| ○ Tri-County YMCA | ○ Camdenton Chamber/Building Fund |
| ○ Osage Beach Fish Fry – OB Fire Department | ○ Hope House of Miller County |
| ○ Shootout | ○ Columbia College |
| ○ Lake Area Trap shooters | ○ Kids Harbor Inc |
| ○ Hot Summer Nights | ○ Easter Seals Wingding |
| ○ Harper Chapel Recharge Youth | ○ Clown Gold/Dream Factory |
| ○ Kids on Trach – School of the Osage | ○ LOCVB |
| ○ Genuine Country Jamboree | ○ Central MO Food Bank |
| ○ Dogwood Animal Hospital | ○ Great Rivers Boy Scouts |
| ○ Lake Regional Hospital – HK's | ○ Lake Area Big Brothers/Big Sisters |
| ○ Lake Regional Hospital – Auxiliary Ball | ○ Elks Lodge #2517 |
| ○ Camdenton, Osage, Eldon School Scholarships | ○ Citizens Against Domestic Violence |
| ○ Lake Area Christmas for Kids | ○ State Fair Community College |
| | ○ Lake of the Ozarks Young Life |

- Habitat for Humanity
- March of Dimes
- Lake of the Ozarks Watershed Alliance
- Lake Arts Council
- School of the Osage Band
- City of Osage Beach Benevolent
- Wilmore Lodge Foundation
- Kiwanis
- Tee It Up for the Troops
- Mid County Fire Protection District
- Girl Scouts of the Missouri Heartland
- Water Patrol
- Concerns of Police Survivors
- Lake of the Ozarks Regional Economic Dev.
- Woman to Woman
- Newcomers/Longtimers
- Concerned Citizens Miller/Camden Counties
- Core Mid Mo Regional Collaboration
- Polar Bear Plunge – Special Olympics
- Vocation Investment Partnership
- YES/Excellent Schools

11. Miscellaneous

- Commercial Payments
 - **Generate income for your business by automating your accounts systems and replacing checks with electronic payments – all at no cost to you!**
 - Commercial Payments is designed for hospitals, municipalities, county and city government, K-12 schools, higher education, and commercial companies with a desire to transform to an automated accounts payable system.
 - Commercial Payments is a web-based card management and reporting system that offers your business a better way to integrate electronic payments into its accounts payable system. This state-of-the-art payables processing system will allow you to pay invoices more efficiently, have better control of your cash flow, and provide vendors with reporting that enhances their posting process. Best of all, your day-to-day accounts payable operations can remain the same. Your vendors submit invoices and you process and approve them the same way you do today; the only thing that changes is the settlement process.
 - **Benefits:**
 - A more automated and streamlined accounts payable process
 - Reduced costs due to fewer checks and more electronic payments
 - Better control of cash flow
 - No change in day-to-day accounts payable operations
 - Secure payments that fit your company's business rules – less risk of fraud
 - Vendor is not required to currently have a Visa/MasterCard merchant acceptance program

- Potential for revenue share
 - No cost to implement
- **Features:**
 - Automated electron payments to vendors
 - Exceptional on-demand reporting
 - State-of-the-art payable processing center
 - No-hassle vendor enrollment
 - Fast and easy payment to vendor's account through Push Pay or Pull Pay features
 - Purchase pre-approval process available through Purchased Log feature
- **POTENTIAL [estimate based on 2016 proposal] INCOME TO City of Osage Beach = \$13,122 per year**
 - **14.52% of annual (excluding payroll) multiplied by 0.90%**
 - **\$1457933 X 0.90% = \$13,122 per year**
 - **Please note we feel this is a conservative estimate.**
- **References:**

○ City of Jefferson Cara Sankey, Senior Accountant 302 E. McCarty Street Jefferson City, MO 65101 573-634-6495 ○ Camdenton R-III School District Tim Hadfield, Superintendent PO Box 1409 Camdenton, MO 65020 ○ School of The Osage Julie Luttrell 573-365-4091 ext. 5009 PO Box 1960 Lake Ozark, MO 65049	○ Lake Regional Health Systems David Halsell, CFO 54 Hospital Drive Osage Beach, MO 65065 573-348-8000 ext. 8388 ○ St. Louis County Furnished upon request ○ Central Bank of Lake of the Ozarks Kathy Herx, VP PO Box 207 Osage Beach, MO 65065 573-302-2427
--	--
- **Re\$ubmitIt**
 - Protect the City from bad check losses
 - Of course, accepting checks from those with whom you do business is essential. But, as you know all too well, it carries with it inherent risk. Re\$ubmitIt gets you out of the collection process so you focus on growing your business and at the same time recover more lost revenue.

- Simple to administer
 - Reimburses you for 100% of the bad check's face value
 - Provides 24/7 web access to track the status of each check in the recovery process
 - Significantly reduces your bad check recovery expense
 - This product offered to the City at no cost
- Depository Bags
 - No charge for depository bags (zipped or locked)
 - No charge for keys for night depository
 - Night Depository Service offered at no cost
- Direct Deposit
 - Available via your personal computer. City would be responsible for creating ACH File and transporting this information to Bank via computer disc or modem.
 - Offered to the City at no cost.
- Lockbox Services
 - Set up to streamline the City's utility payments. This banking service assumes responsibility for receiving, examining and processing incoming utility payments for the City. Because the bank assumes all the work of receiving, examining, endorsing, and depositing checks and supplying daily information, the City's clerical cost are reduced and an audit trail is provided on every payment. Service will be provided for a fee.
- Employee Benefits / Retirement Plans
 - Retirement Plans
 - Health Savings Accounts
 - Employee Benefits Packages
 - These products are offered for a fee
- Positive Pay
 - This product will be offered to the City at no cost
 - One of the most effective fraud-fighting tools in the industry
 - Positive Pay is an automated check-matching service that simplifies account reconciliation and identifies any check that was not legitimately issued or has an altered dollar amount.
 - With Positive Pay, your business can substantially limit potential liability from fraudulent or altered checks. Multiple layers of security protect you from even the most sophisticated schemes.
 - **We identify, stop and notify you of most fraud attempts before they become a problem**
 - **Prevent Payments of Checks** with encoding errors, altered payee names, stale dates, voided or stop-payments

- **24/7 Access to our Online Tracking Portal** for inquiries, stop payments and adding checks to the system
 - **The Most Effective Tool Available to Avoid Potential Check Losses**
 - Via access through the internet, you can inquire on checks, place stop payments, and print an image of a cleared check. Positive Pay provides multiple layers of security, ensuring that only checks you authorize will be paid.
- eDeposit
 - **The efficient, cost-effective alternative for depositing checks**
 - eDeposit gives you the ability to create images of the checks you receive throughout the day and deposit them in the bank electronically. You'll no longer need to rely on couriers or employees to transport your deposits, cutting down on cost.
 - eDeposit lets you instantly send images of your checks for deposit. Put an end to needless trips to the bank.
 - **Works easily with any high-speed internet connection**
 - **Extended cutoff time for same-day business deposits**
 - **Secure, encrypted transmissions**
 - The eDeposit process in three simple steps:
 - **Scan your checks**
 - **Software verifies each check deposit**
 - **Checks are immediately and securely deposited to your account**
 - You will also have the ability to research transaction related questions and create management reports
 - A computer and approved scanner is required for this service
 - This service is provided at no cost
 - All equipment will be supplied by the City
- Business Mobile Banking Services [Mobile Banking]
 - Allows your business to use their smart phone or tablet to electronically deposit your checks into your checking account.
 - Features:
 - **Online Bill Payment** – Set up recurring monthly transfers so you never miss a payment
 - **Accept Mobile Payments** – Choose from several options to accept mobile payments by attaching our card reader to your smartphone and/or tablet device.
 - **Run Your Business on the Go** – Transfer funds, add or edit alerts, view statements, and much more with our mobile app.
 - Offered to the City at no cost.

- Account Reconciliation
 - The Account Reconciliation service provides businesses the tools to save time and improve accuracy when balancing corporate checking accounts.
 - The system improves management and audit control by providing concise reports on check activity and historical information.
 - In most cases, businesses will see a reduction of clerical time associated with manual reconciliation
 - Partial Account Reconciliation – get paid files back and do not participate in Positive Pay
 - Full Account Reconciliation – get paid files back and participates in Positive Pay
 - This service will be provided for a fee.
- Credit Card Processing
 - Point-Of-Sale (POS) equipment to allow the City to process MasterCard, Visa, American Express, and Discover for payments will be provided to the City at no cost.
 - City is responsible for phone lines to POS equipment
 - City will receive next day availability of all MasterCard and Visa processed through our POS equipment
 - Bank will provide all programming of POS equipment at no cost
 - Bank will provide training to pertinent City personnel at no cost
 - Bank will provide 24 hour/365 day a year help line and service
 - Supplies (paper, ribbon, etc) for POS equipment will be supplied at cost
 - Discount rate charge for processing of MasterCard and Visa transactions will be at the variable rate of cost + ¼%.
 - American Express and Discover processing rate to be quoted by vendor
- Credit Cards
 - Commercial Credit Cards
 - Corporate credit card furnished with no annual fee
 - Current Finance charge rate of 8.90% with a 25 day grace period
 - Credit line established by Bank Management
 - Multi card
 - The MasterCard Corporate Multi Card® is the only integrated solution designed to handle all of your organization's purchasing, travel, and fleet needs.
 - The Central Bank MasterCard Multi Card is a corporate card, purchasing card, and fleet card – three card all in one.
 - Optimize card spending across multiple expense types with standard and custom reporting, including administrative access to control employee spending and credit limits.
 - No finance charges
 - No annual fees

- Complete card customization
- Multiple billing cycle options
- Earn revenue share in form of cash back
- **Enhance Your Control and Payment Flexibility**
 - Use one card for all purchasing, Travel & Entertainment, and fleet spending.
 - Set variable spending controls on purchase amount, number of transactions, types of suppliers, and other criteria for any spending category, in any combination.
 - Change purchasing authorization and spending criteria quickly and easily across the entire platform.
- **Consolidate All Your Spending Data**
 - Better manage information with one central data repository
 - Integrate MasterCard data into your existing accounting and ERP systems
 - Customize reporting for better spending and planning practices
 - Utilize powerful information management products such as MasterCard Smart Data On Line™ and other proprietary software.
- **Enjoy Unsurpassed Global Acceptance**
 - Accepted at millions of locations worldwide.
 - Access to cash at over 900,000 bank and ATM locations worldwide.
 - Employees can easily pay for hotels, airfare, train fare, car rental, dining, entertainment, and more, anywhere in the world, all on one card.
- **Insure and Protect Your Business**
 - The MasterCard Corporate Multi Card helps you to insure and protect your business, and maintains the highest level of customer service. These benefits include:
 - MasterRental® Insurance Coverage. Provides full-value primary loss coverage (up to \$50,000) and secondary personal effects coverage for rental vehicles for up to 31 consecutive days.
 - Purchase Assurance. Covers items stolen or damaged within 90 days of the original purchase.
 - Extended Warranty. Doubles the warranty time period while duplicating the manufacturer or store brand warranty.
 - Master RoadAssist® Roadside Service. 24-hour emergency roadside assistance available through

MasterCard and the American Automobile Association (AAA).

- Travel Services Medical Protection ®. Medical expense coverage up to a maximum benefit of \$2,500 per person, per trip, for costs relating to hospital admission or emergency care.
- MasterTrip® Travel Assistance. Emergency cash, replacement of lost tickets and documents, and lost luggage assistance. Also provides information on required travel documents, immunization, and currency rates.
- MasterLegal® Referral Service. Provides legal referral and bail bond assistance while cardholders are abroad.

- **Other Benefits**

- MasterCard Liability Protection Program. Protects financial institutions and companies from employee misuse of card privileges.
- MasterCard® VAT (Value Added Tax) Reclaim Service. The VAT Reclaim Service from MasterCard provides companies doing business in Europe with an easy and efficient way to reclaim their VAT.
- MasterCard Global Service®. Offers access to toll-free assistance, in over 140 languages, 24 hours a day, 365 days a year. This toll-free number provides emergency card replacement within one business day in the United States and within two business days outside of the United States. Cardholders may also have the option of other benefits such as lost/stolen card reporting, emergency cash advances, and MasterCard ® Maestro®, and Cirrus® cash machine locators.

- Central Capital Markets

- Product Features

- Provides a wide selection of cost effective and high quality fixed income products.
 - A team of talented professionals dedicated to helping our customers compete and succeed in managing their assets.
 - Complete securities safekeeping services. Central Bank maintains an extensive library of our customers' holdings that allows us to inquire real-time on our customer's vital information including historical trading activity and current holdings.

- Benefits to Customer

- Central Capital Markets reflects the bank's leadership position in the industry by meeting customer needs with the marriage of technology to product offering.

- Provides services to improve our customer's access to market information via a daily market outlook newsletter – it is our business to understand change and what it means for our clients and their investments.
 - A monthly report that includes all activity for the month, plus a year ending position, plus checking balances all rolled into a complete statement.
 - Assist customers in analyzing cash flows; maintain liquidity, and get the best market yields and rates available.
- *Designation of Officers for Financial Services & Counseling* [All officers are located in Osage Beach, Missouri]
 - John R. Porth, Senior Vice President – Retail & Operations 302-2457
 - 35 years banking experience in the Lake Area
 - 25 years banking experience with public funds
 - Kathy Herx, Senior Vice President – Accounting & Pledging 302-2427
 - 41 years banking experience in the Lake Area
 - 44 years banking experience with public funds
 - Jack Funderburk, Vice President – Commercial Loans 302-2453
 - 16 years banking experience in the Lake Area
 - Todd Rader, Vice President - Retail 302-2437-2203
 - 15 years banking experience in the Lake Area
 - 23 years banking experience
 - Autumn Burton, Retail Officer – Electronic Banking 302-2412
 - 7 years banking experience in the Lake Area
- Definitions
 - One Statement Banking
 - Links all of a customer's banking relationships on one monthly bank statement.
 - Zero Balance Account (ZBA)
 - As the name implies, it is an account that almost always has a zero balance due to it being tied to another. Any time there is activity in a ZBA, the funds to make it remain at zero are either transferred from it or to it.
 - Sweep Account
 - The Cash Management Sweep System is an account that allows customers to have liquidity and earn a market rate of interest on funds that would normally lay idle in their checking account.
 - The system's design is such that all collected funds will be "swept" into an overnight repurchase agreement. Basically at the end of the business day, all of your transactions (deposits, securities activities, checks, wire transfers, etc.) will be posted to your account. Once deposit availability is assigned, all remaining

collected funds will be automatically invested. In addition, collateral is specifically assigned to the customer. Repurchase Agreements are backed by U.S. Government and government agency securities; however they are not FDIC insured and therefore do not fall under the \$250,000 FDIC insurance limitation.

- The Cash Management Sweep System also gives full reporting of its investments by daily notice and the bank statements. The daily notice includes information such as amount invested, interest rate, collateral assignment, and market value of collateral. The bank statement shows the same information, but also gives you a “total” picture of the daily activity. All of the above reporting and the daily pricing of securities comply with the Government Securities Act of 1986.
- This account provides customers with liquidity, market rate of interest, convenience and complete reporting. A full array of services wrapped in one account.



Financial Data

June 30, 2018

A. Liquidity

1. Bank loans to deposits : 63.96%
2. Loans to assets minus plant and equipment: 57.75%
3. Cash and equivalents to total assets: 9.40%
4. Percentage of assets maturing in one year: 52.97%
5. Cash and equivalent to deposits: 10.52%

B. Asset Quality

1. Current loan losses to total loans: .092%
2. Reserves as a percentage of total loans: 1.96%
3. Nonperforming loans to total loans: .57%

C. Profitability

1. Return on earning assets: 1.70%
2. Return on equity: 17.81%

D. Strength

1. Capital to deposits: 10.29%
2. Capital to loans: 16.40%
3. Capital to assets: 9.19%

E. Management

1. Net charge-offs to loans: .06998%
2. Income before security transactions to assets: 2.31%

F. FFIEC tier 1 leverage capital

1. 7.0% required minimum to bid
2. Central Bank ratio is 8.80%

Forbe's Recognition

- For the last ten years, Forbes recognized Central Bancompany [our Holding Company] as one of America's Top 40 best performing banks in a review of the nation's 100 largest financial institutions.
- Forbes partnered with SNL Financial to determine the rankings, which are based on eight criteria; return on average equity, net interest margin, non-performing loans, non-performing assets, reserves, a leverage ratio and two capital ratios.



10 YEARS IN A ROW

©2018 Forbes Press LLC. Used with permission.

Forbes | 2018
BEST BANKS
IN AMERICA

AS PART OF CENTRAL BANCOMPANY

... but who's counting



Central Bank
of Lake of the Ozarks

MEMBER FDIC

II



**Response to Proposal
For
Banking and Depository Services
City of Osage Beach**

September 18, 2018

PROVIDENCE BANK

Table of Contents

Section 1 - Bank Profile	3
Section 2 - Key Personnel – Locally-based dedicated client team.....	4
Section 3 - Scope of Banking Services	5
Section 4 - Providence Bank Proposal.....	7
Section 5 - Acknowledge of Acceptance	13
Section 6 - Additional Other Services That Can Be Provided	14
Section 7 - Fee schedule and example interest calculation schedule	22
Section 8 - Sample investment report	23
Section 9 - Management Plan and Conclusion.....	24

PROPOSAL FOR SERVICES

For City of Osage Beach

On behalf of Providence Bank, we thank you for the opportunity to present our proposal for banking services to the City of Osage Beach.

SECTION 1 - BANK PROFILE

Providence Bank is a multi-state locally owned community bank, with locations in Missouri, Illinois, Texas and Indiana. We strive to be a vital part of the day-to-day financial needs of the communities we serve and we continue to look for new and exciting ways to expand and strengthen our products and services while retaining the integrity and commitment that can only be found at a community bank.

Since our start in banking in 1888, to the technology driven world of today, Providence's Bank's commitment to friendly, knowledgeable customer service, high quality products and services, financial strength and desire to serve the community has always remained the same.

Of our 13 banking centers, our full-service Osage Beach branch is conveniently located close to the City of Osage Beach.

Principal Contacts: **Cheri Walz, SVP Treasury Management**

573-644-7141; Cwalz@myprovidencebank.com

Rodney Bax, Director of Municipal Banking

573-644-7164; Rbax@myprovidencebank.com

Susie Danforth, AVP Banking Center Manager

573-746-7213; Sdanforth@myprovidencebank.com

Available when you need us

In addition to your relationship team, our Treasury Management group is readily available to assist you. Our department is staffed with well-trained representatives capable of quickly and effectively addressing your treasury management, depository, and other banking inquiries. These team members have access to multiple bank systems for on-the-spot research and responsiveness.

SECTION 2 - KEY PERSONNEL – LOCALLY-BASED DEDICATED CLIENT TEAM

We are pleased to provide biographies for the team that will be working with you on your treasury and municipal banking needs. If awarded, the City of Osage Beach's overall relationship will primarily be handled by Treasury Management Officer, Cheri Walz, Director of Municipal Banking, Rodney Bax and Osage Beach Banking Center Manager, Susie Danforth.

Cheri Walz

Title: SVP Treasury Management Manager

Telephone: 573-644-7141

Location: Jefferson City Operations Center

Email: Cwalz@myprovidencebank.com

Experience, Background, and Responsibility

Walz has over 31 years of banking experience. Her background is in finance, treasury management and bank operations. She has served as Chief Financial Officer for fourteen years and prior to that held Financial Analyst and Auditor roles. Walz graduated from Lincoln University – Jefferson City with a BS in Accounting in 1992; graduated from the Stonier School of Banking and the Wharton Leadership Program in June 2014. She became a Certified Public Accountant (CPA) in March 2000, Certified Fraud Examiner (CFE) in May 2002 and earned her Series 27 license in July 2010.

Rodney Bax

Title: Jefferson City and Lake of the Ozarks Market President & Director of Municipal Banking

Telephone: 573-644-7164

Location: 815 W Stadium Jefferson City Mo

Email: Rbax@myprovidencebank.com

Experience, Background, and Responsibility

Rodney Bax is the Director of Municipal Banking for Providence Bank. Mr. Bax is a lifelong resident of Central Missouri. With a 25-year diversified professional career, his most recent 12 years have focused on the banking industry, working heavily with municipal entities. He has held various executive level positions with banking institutions, and he recently joined Providence Bank in 2017, after the bank in which he was President/Director, was acquired by a competing institution and then closed. Mr. Bax experience also includes working as a Bank Examiner for the Missouri Division of Finance.

SECTION 3 – SCOPE OF BANKING SERVICES

A. General

The banking services detailed in this section provide to the City on a contractual basis for a period of four (4) years, with an automatic one (1) year renewal upon agreement by both parties. It is the intent of the City to have one single financial institution provide all of the banking service needs of the City.

B. Depositories

1. Main Operating Account

The City's operating account contains a variety of receipts and payments. This is the main operating account that handles utility receipts, court and miscellaneous receipts as well as accounts payable and payroll disbursements. This account will be an "interest bearing" checking account using a three-part voucher check. Deposits will generally be made on a daily basis. This account will also require two-part carbonated deposit slips.

2. Savings Accounts

The City may require savings accounts at various times. Interest on all savings accounts is to be paid monthly.

3. Miscellaneous Checking Accounts

The City initially will require seven (7) ordinary checking accounts using a standard check book and two-part carbon deposit slips. More or less accounts may be required during the life of the contract.

4. Letter of Credit

The bank will become the designated depository for any new letters of credit the City enters.

5. Investments

a. Certificates of Deposit

Currently the City places all monies not currently committed into time deposits (30-180 days) at a rate closely tied to prime rate designating the institution. In order to obtain the highest interest rates available, please quote rates based on an index or fixed rate over the 3 year period. Please provide both a fixed rate and variable rate option.

b. Intermediate Term Investment Instruments

Periodically, the City may utilize the intermediate term investment instruments (Money Market Certificates). It is expected that the financial institution will provide the necessary service on these instruments which will include a safekeeping instrument for the City.

c. Automatic Sweep

The requirement of the RFP is an automated sweep product for the investment of end of day balances over any target balance for each fund.

The proposal should include all options available to public entities in Missouri.

- d. Other investments considered that meet State of Missouri statute requirements.

C. Computer-based cash management system which provides the City with 24 hour on-line access to the accounts. The system should have the following electronic services:

- Account information (balances and activity)
- Stop Payment Request
- Account Transfers
- Automated Account Reconciliation
- Wire Transfers
- Allow for debit/credit ACH and cash disbursement activities
- Up-to-date account statements to download
- Collateral pledged reports

D. Miscellaneous

If the City develops a need for additional accounts or services during the life of the depository agreement, those new accounts or services should be provided with the same conditions as applying to existing accounts at the time. If the Federal Reserve, the Depository Institutions' Deregulation Committee or other regulatory bodies provide for the establishment of new accounts or other regulations which are favorable to the City, the depository must provide those new services.

E. Short Term Borrowing

The financial institution must provide for the City's short-term financing requirements. It is anticipated that the need for this service will be infrequent and in amounts not significant.

SECTION 4: PROVIDENCE BANK PROPOSAL

1. Main Operating Account and Miscellaneous Checking Accounts

Providence Bank is offering the City of Osage Beach an interest-bearing checking account that floats with the 90-Day Treasury Bill (T-bill) plus 15 basis points. As such, as of September 2018, the current interest rate would be 2.27% on collected funds. This rate will be adjusted quarterly and tied to the 91-Day T-bill, as published on the U.S. Department of the Treasury's website, plus 15 basis points. Interest will be credited to accounts monthly.

Additionally, each checking account will be charged a monthly maintenance fee of \$5.00 with no minimum balance requirements. The City can open additional accounts as necessary with the same terms.

The following will be supplied free of charge to the City of Osage Beach:

- Three-part voucher checks, as requested
- Two-part carbonated deposit slips, as requested
- Electronic Statements with check images
- Deposit Bags and Keys
- Safe Deposit Box, standard size
- Internal Transfers
- Cashiers Checks
- Money wrappers and Coin wrappers

Other account fees are detailed in the attached Providence Bank Services Fee Schedule.

2. Savings Accounts

The City can open savings accounts as needed. Rates are set internally each month after evaluating a combination of factors, including the 90-Day Treasury Bill rate, the Fed Funds rate, and other market indicators. The minimum balance to open the account is \$1,000.00 and interest is credited to the account monthly.

3. Letter of Credit

Providence Bank agrees to become the designated depository for any new letters of credit the City enters.

4. Certificate of Deposit

Providence Bank offers fully insured deposit options with a multitude of maturity options to match the City's cash flow requirements. We offer fixed rate options which can accommodate multiple terms, including three-month, six-month, nine-month, 12-month up to 60 months.

- The 30-Day CD rate is equal to the 90 Day T-bill rate, which currently is 2.12%,
- The 90 Day CD rate is equal to the 90 Day T-bill rate plus 10 bps, which equates to 2.22%,
- The 180 Day CD rate is the same as the 182 Day T-bill rate plus 10 basis points, which currently equates to 2.40%.

5. Other Investment Options

Providence Bank offers money market accounts at competitive rates.

6. Sample Report of Investments

We have attached a sample report of investments to our proposal and deposits are available for investment on the next business day after the date of deposit.

7. Internet-based Cash Management System

Providence Bank's Online Banking and Cash Management product suite will allow the City's staff to:

- View updated balances and available funds, pending transactions, sixteen months of transaction history and eighteen months of e-statements.
- On-line access to bank statements, which can be for a single account or grouped together.
- Transaction activity can be exported on demand for use with other software systems, such as Excel, Quickbooks, Quicken or other ASCII comma-delimited format.
- Perform research by check number, check amount, deposit amount, or date range.
- Ability to view, print and email check and deposit images. (This includes the front and back of check items.)
- Pay bills with Online Bill Pay.
- Transfer funds between accounts.
- Send and receive ACH transactions.
- Send and receive wire transfers.
- Manage Positive Pay and ACH Blocks and filters.
- Access Remote Deposit Capture through Single Sign-On to Online Banking.
- Create and view stop payments.
- Set-up alerts.

Online Banking balances are updated at the end of each business day and current balances will be available at the start of the next business day. Throughout each business day, transactions will memo post to the City's accounts and will be reflected in all account balances in Online Banking. Transactions that are memo posted include all transactions at a Providence Bank teller line, incoming and outgoing ACH and Wire Transfers, and any transactions performed within Online Banking.

Providence Bank will not charge a setup fee for Online Banking and Treasury Management solution. All that is required is Internet Access provided through an Internet Service Provider. Fees for the individual services are set-out in the attached Banking Services Fee Schedule in this proposal.

Internet Banking Security

Providence Bank will provide best practice security protocols with leveled security. We also require account agreements and resolutions that lists the authorized individuals who can transact business on behalf of the City.

To access and use our Business Online Banking System, users are required to enter a User ID, complex password, and provide answers to security challenge questions as required by transaction type. We require a physical token for ACH and/or Wire Transfer Services when accessed through our Business Online Banking as an additional layer of security. These tokens use complex mathematical algorithms to generate a series of one-time codes from a secret shared key. Audit reports are available which details user ID, and date and time of all activities.

The City will appoint at least one security administrator for Business Online Banking. These security administrators will define the functions, accounts and limits to which users have rights. Users can view and access the functions only for which they are authorized.

Our Business Online Banking Service provides the City the ability to require that an approval of certain transactions be given before they can be processed. To increase internal security, we recommend that your Security Administrators assign dual control, which requires a second user's approval, to initiate and approve transactions such as ACH payment originations, Wire Transfers and Bill Pay whenever possible.

8. Other Money Market Instruments

Money market options are set out in item 5 above.

9. Additional Accounts – Checking and Savings

The same terms and conditions will apply for the checking and savings accounts as quoted above in item 1 & 2. There will not be a limit on the number of accounts the City can have.

10. Deposit Bags – Minimum of 3 bags and keys required

Providence Bank will supply three deposit bags with keys at no cost to the City.

11. ACH Debit/Credit Capability

Our ACH services are available through our Business Online Banking Service, which allows for the initiation of payments and payroll, as well as the ability to view incoming and outgoing ACH transactions. ACH originated transactions can be saved as templates for repetitive payments. For example, employee payroll information can be set up one-time and generated without re-entering data.

All ACH files must be submitted by 4:30 p.m. on the business day before the ACH items are effective. However, it is recommended to initiate the ACH file two-days prior to the effective date. Providence Bank will make all ACH credits available to you on the settlement date of the entry.

ACH transaction activity and associated originator details are available at the start of each business day by 8:00 a.m.

12. Option to pay employees without bank account required.

Providence Bank can offer Payroll Cards to the City's employee at no cost to the City. This product establishes a portable, cardholder-owned account, which is great for those without a bank account. The Payroll Cards function like a checking account with ATM withdrawals and are acceptable by 20 million merchants. Cardholders can use the card to pay bills such as phone, electric and television services with access to online or paper statements.

13. Wire Transfer Services

Outgoing Wires

Our wire transfer service processes outgoing payments on a straight through basis according to the City's instructions. We manually review, correct, and verify payments that do not pass edits and that the system cannot automatically correct.

Next, our system ensures that there are adequate funds available to process the wire and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Asset Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the wire passes these requirements, our system releases it.

The cutoff time for outgoing wires is 4:00 p.m. Monday through Friday when the Bank is open. Wires will not be processed on Federal Bank Holidays.

Initiation Methods

Wires can be facilitated via Cash Management within Online Banking, in person, phone or by email. Call back verification is required for all wire requests not performed in-person. In-person wires require proper authorization and identification before the wire will be processed.

We staff our wire department to accommodate expedited requests.

Incoming Wires

Providence Bank will post incoming wires to the City's account the same day if we receive it by our cutoff time of 5:00 p.m. Incoming wires can be viewed online generally within 30 minutes of when we the Bank receives it and we will send e-mail notification of incoming wires no later than one hour of receiving the wire. Please note that wires will not be processed on Federal Bank Holidays.

14. Safe Deposit Box Services

Providence Bank will provide the City with one standard Safe Deposit Box at no charge.

15. Short Term Borrowing

Providence Bank offers a variety of financing services, of which, the terms will vary based on amount, term and collateral. Each loan request will be individually evaluated and our rate will be a competitive rate tied to a public index.

16. Government References – Upon Request

Providence Bank will provide references upon request of the City of Osage Beach.

17. FFIEC Tier 1 Leverage Capital Rate

As of June 30, 2018, Providence Bank's FFIEC Tier 1 Leverage Capital Ratio was 13.7988%.

18. ATM located at City Hall

Based on volume of transactions and type of ATM desired, Providence Bank is open to evaluating the installation of an ATM at City Hall and if it is financially feasible to do so.

19. Credit Cards for City Officials

Providence Bank can offer the City credit cards for employees, as well as, purchasing cards. There are no annual fees or other costs to the City.

Credit Card for Staff

Our credit card product is a powerful tool to help manage employees' travel and entertainment expenses, monitor vendor expenses, and help control the City's cash flow effectively. The card program includes rewards, online card management, spending and card controls, customized reporting for spending analysis, and customized billing that will provide a single statement to the City's Accounts Payable Department, organized and itemized by each cardholders' activity.

Purchasing Card

Purchasing cards are available as well and can help simplify and streamline complicated purchase order processes. Eliminate time and paperwork associated with requisitions, approvals, purchase orders and invoice processing, while reducing the number of checks issued and invoices processed.

The purchasing card can control and limit purchases automatically, such as:

- **Single Transaction Limits**
Specify the maximum amount of any single purchase.
- **Spending Limits**
Control the monthly spending limit on any account.
- **Vendor Blocking**
Restrict card usage to include or exclude certain merchants and/or category of spend.

20. Training of City Employees of bank processes and for future new technologies

Providence Bank is happy to provide initial and provide ongoing training as necessary on current products and services as well as any future technologies that the City will utilize.

**STATEMENT
Acknowledge of Acceptance**

The City of Osage Beach reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Company Name
Providence Bank

Address
995 KK Drive Osage Beach Mo

City/State/Zip
573-644-7141

Telephone # Fax #
cwalz@myprovidencebank.com

E-mail

Authorized Person (Print)
Cheri Walz, Cheri Walz

Signature

SVP Treasury Management

Title

9/18/2018 43-0170030 4

Date Tax ID #

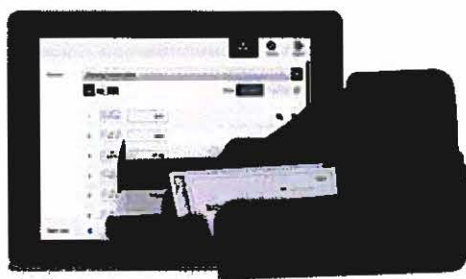
Bank/Financial Institution S-Corp

Entity Type

SECTION 6: ADDITIONAL OTHER SERVICES THAT CAN BE PROVIDED

Remote Deposit Capture – Deposit Checks from Your Desktop

Providence Bank's Remote Deposit Capture eliminates trips to the bank by allowing the City's staff to deposit checks safely from the office simply by using a small check scanner and an easy-to-use online application. Plus, the City will enjoy more flexibility, with same business day credit if the checks are scanned prior to 6:00 p.m. CST. If you have multiple locations, checks can be deposited into a single Providence Bank account using multiple scanners.



Mobile Remote Deposit

Our mobile deposit solution is ideal for entities with low check volumes and/or on-the-go field personnel such as utility technicians, electricians, delivery and distribution staff. With this application, the City can track deposit activity, assign individual login credentials, add payment data and include more than one check in a deposit. Depositing checks is simple as snapping a picture from a smartphone or tablet device anywhere and anytime, plus the funds will be received faster. Just the same as Remote Deposit Capture, same day business credit will be received if deposits are completed by 6 p.m. CST on any business day.



Collection Solutions

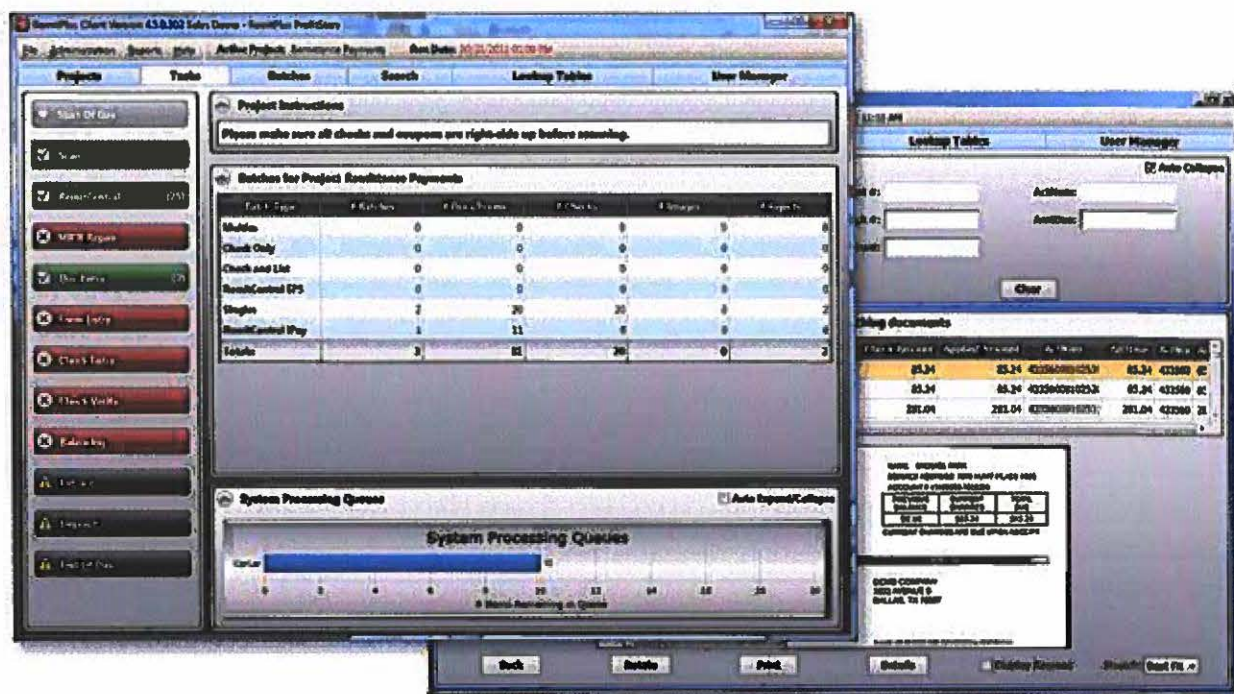
eRemit – Check, Remote Deposit and Remittance Processing from your Desk

eRemit saves time and expense on processing, depositing and posting incoming checks. It is simple to use, like standard remote deposit capture, eRemit not only allows your staff to scan checks for electronic deposit, but it also allows staff to scan remittance/payment coupons at the same time. eRemit then sends the deposit to the bank **AND** creates a file that is imported into the City's Accounts Receivable (A/R) system for automatic posting to accounts, eliminating the resources, time, and cost of human manual key entry.

Benefits and Features for your Business

- Accounts Receivable (A/R) process improvement
- Research, reporting, and image archival
- Time and cost savings
- Increased operational efficiency
- Same- day credit for deposits received by 6:00 p.m. CT.
- Requires a scanner(s) and access to the internet. No other software or hardware is required.

eRemit at a Glance



The above screens illustrate the entire process, from depositing to creation of the Accounts Receivable file. It is very simple and easy to use! Please let us know if you would like to have a demonstration to see the process from start to finish.

Collection Solutions

What do eRemit Customers Have to Say?

*"The time it has saved us from entering all those payments manually is unbelievable! Adding the capability to scan stubs and checks for billing systems in one COMBO is incredible. The time savings gained by not having to manually process every payment received, allows more quality time spent educating customers and selling our products and services. I give the scanner a little "love pat" every day before I start running the batches through. This process has made my life SO much easier, I shudder to think of what my day would be like if I had to manually enter every check again. – **Utility Company***

*"We used to have 4 full time people that spent 8 hours per day to process payments. After installing eRemit, 1 person can do the same job in about 2 to 3 hours". – **City Office***

Collection Solutions

Lockbox – Faster Collections, Decreased Processing Costs, Reduced Fraud Risk

In contrast to eRemit, Providence Bank's Lockbox Services simplifies the collection process by processing **ALL** of the City's payments, including paper and online payments. By directing customer payments and remittances to a secure lockbox, where mail is collected from the post office each day, it not only reduces the time it takes to process and deposit payments, it also considerably reduces the chance for internal fraud. Perform online searches, receive reports and copies of the checks and remittances along with payment information through Business Online Banking. We can also provide a file of the processed payments that can be uploaded into the City's accounts receivable system.

- **Establishing the Lockbox** - Providence Bank will establish a Post Office Box for designated accounts ("Lockboxes") as requested.
- **Turn-around Processing Time** - We or our agents, will remove all mail from the Lockbox daily, excluding holidays and weekends. We will process and deposit these items and the funds will be credited to the City's account that same business day if the payments are received by noon each day.

We can create a posting file each day that can be uploaded into the City's Accounts Receivable System. This posting file will contain all paper items processed as well as any online payments (if applicable). All we need is the methods in which the City receives payment and the posting file requirements with a sample layout.

- **Online Imaging and Research** - We offer access to lockbox checks and invoices via Online Banking. You will have one year of storage for images with automated search functionality and reporting that can be exported and saved. Additional storage term options up to ten years are available for an additional fee.
- **Acceptable Criteria for payments** - We will obtain processing instructions from the City. Payee verification is a standard deposit preparation procedure. Checks missing amounts or remittance slips may be exceptions and will be placed within Online Banking to be decisioned to determine if the item(s) should be deposited or returned.
- **Return Items** - Providence Bank offers image delivery services for returned items. If the City opts not to use our image delivery services, we will return all original items to the City specified in the account processing instructions. If elected to receive image delivery, we will either return the documents or have them held and destroyed.
- **Email notifications** - We can send e-mail notifications to designated staff that are based on event triggers, such as notification of deposit or specific recipient(s).

We can schedule a demo for you to see exactly how our lockbox solution can help work!

Cash Concentration Solutions

Zero Balance Account – Automated Cash Concentration

Our Zero Balance Account (ZBA) service is designed for companies that maintain a general operating account and separate accounts such as payroll, petty cash or for other purposes. This service eliminates time spent manually transferring funds and tracking balances, saving time and expense. With a ZBA in place, all funds are concentrated into one operating account.

Fraud Protection Solutions

Check Positive Pay/Payee Positive

Is an automated fraud detection tool that detects potential unauthorized payments. As checks are presented for payment we compare the payee, check number and amount to the item in the issue file that the City would provide to us. Issue files can be uploaded into Online Banking or they may be manually entered in. Exceptions will occur if the item has not been issued, the item has already cleared, the item has been voided, a stop pay has been entered, the payee, check number, date or the amount does not match the issued file. The City will access Online Banking daily and make pay or return decisions on any items that show as exceptions.

ACH Positive Pay

ACH Filter Authorizations are used to identify what the City **does want** posted to its accounts. An ACH Filter Authorization lets Providence Bank know what items are approved for posting on the City's account.

The City can individually authorize every ACH debit and credit to each account or opt to preauthorize transactions from trusted vendors.

With just a few clicks in our online system, a City staff member would review all unauthorized ACH items and determine if they should be paid or returned. At the same time, we can quickly add an ACH Filter at anytime, so that future items from a trusted company will not need to be decisioned.

ACH Block Orders

ACH Block Orders define what the City **does not** want posted to its accounts. Return all debits or all credits - or return all ACH items - to block unwanted and fraudulent ACH transactions from posting.

ACH Block Orders can also be refined and customized to block types of payments or items from a specific payee. For example, ACH Block Orders can be used to:

- ❖ Block all WEB originated payments
- ❖ Block all payments from a specific sending company (i.e. ABC Corporation)

Items that meet the criteria of an ACH Block Order are automatically returned to help keep the City's accounts secure.

Merchant Payments Solutions



► RETAIL PROCESSING

We have a full suite of options for our retail merchants. Whether you have an existing terminal or are a new business, we have a solution to fit your needs.



► TERMINAL PROCESSING

We have access to wholesale rates paired with the best service in the industry. Our program supports all major payment types including debit cards with quick and reliable funding.



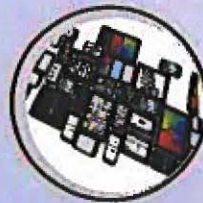
► E-COMMERCE PROCESSING

We can help you safely implement a payment solution for your E-Commerce business that best meets your needs, while helping your business reduce the risks and cost of fraud and chargebacks in the online world.



► PETROLEUM PROCESSING

BASYS works with numerous petroleum processing systems with high-speed authorizations paired with innovative reporting to keep your service station going.



► MOBILE PROCESSING

Whether it be processing via smartphone, on your tablet, or via a dedicated wireless terminal, we have a full suite of products to fit your needs.



► BUSINESS TO BUSINESS PROCESSING

Our online processing system, BASYS IQ helps to ensure that every transaction automatically contains the correct data to qualify for the lowest rates available, including level III.



► RESTAURANT PROCESSING

From fine dining to catering, from delivery to phone orders, we can accommodate your needs. We work with virtually all POS Systems on the market!



► ANCILLARY SERVICES

- Gift & Loyalty Card Programs
- Pin Debit Processing
- Online Reporting
- Check Processing

Merchant Payments Solutions

Providence Bank partners with BASYS processing to provide payment solutions tailored to the needs of the City. We will perform an in-depth analysis of how the City accepts payments, and then design a program uniquely for the City. BASYS sets themselves apart in the industry, by providing the highest level of customer service. If you expect to reach an automated answering system when you call, you will be pleasantly surprised when a friendly voice from Basys answers your call and asks for your name not an account number.

Features and Benefits of Partnering with BASYS:

- A friendly live voice answers the phone when you call customer support – no automated phone systems
- A knowledgeable Relationship Manager assigned to your account, who knows you by your name, not your account number
- An in-house PCI Compliance team that pro-actively reaches out before your annual PCI Compliance deadline to walk you through the entire process step-by-step.
- Extensive knowledge of card payment systems, to provide you with the best, customized solution
- Complimentary online access to your merchant reports and transaction history

Credit Card and Debit Card Acceptance:

You will be able to accept customer payments using any of the major card brands: Visa, MasterCard, Discover, and American Express. You will also be able to accept EMV chip cards, and payment via mobile wallets.

Accept Cards Anywhere:

Accepting payments anywhere and everywhere is becoming increasingly important. We offer solutions including terminals, virtual terminals, e-commerce, mobile solutions, and point of sale. In all cases, we will guide you to the solutions that are the best fit for where you process cards, and what type of cards you process.

First Class Support:

You will always have access to a live, friendly voice when contacting the customer support team at our credit card processing partner, BASYS. An actual person, not an automated phone system, is available to solve any issues, and answer any questions you have.

Direct Contact:

You will have a knowledgeable Relationship Manager assigned to your account. You will know their name. They will know you by your name, not your account number.

Interchange Experts:

Our credit card processing partner, BASYS, is a direct processor, and understands how to provide the best possible rates, even with fleet and commercial cards. They will ensure that each of your transactions qualifies for the best available rates, including Level II and Level III.

In-House PCI Compliance:

PCI Compliance is a requirement for all merchants involved in processing credit or debit cards. Significant penalties can result for not maintaining compliance. Our credit card processing partner, BASYS Processing, will pro-actively reach out before your annual PCI Compliance deadline to walk you through the process step-by-step, ensuring you become compliant, and remain that way.

Security:

Security of our customers is a concern of great importance. We keep our customers protected with EMV processing, tokenization, encryption, retrieval assistance, and breach protection.

Free Online Reporting:

All of our customers have access to free online reporting, 24-hours-a-day, 7-days-a-week. You will have instant, secure access to your processing data and analytics.

Together we strive to be a valued business partner, dedicated to helping you reach new levels of success!



Providence Bank Services Fee Schedule

Service	Monthly Estimated Quantity	Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
	#		(QtyXUnit Cost)	(QtyXUnit CostX12)
Account Maintenance Fee	8	\$ 5.00	\$ 40.00	\$ 480.00
Checks & Other Debits	250	\$ 0.08	\$ 20.00	\$ 240.00
Deposits & Other Credits	2071	\$ 0.06	\$ 124.26	\$ 1,491.12
Coin Counting Services		Waived		\$ -
Return of Deposit Items		\$ 2.75	\$ -	\$ -
ACH Batch File Fee	14	\$ 2.00	\$ 28.00	\$ 336.00
ACH Item Fee	240	\$ 0.10	\$ 24.00	\$ 288.00
Wire Transfers In		\$ 5.00	\$ -	\$ -
Wire Transfers Out	4	\$ 10.00	\$ 40.00	\$ 480.00
Internal Transfers		No Charge		
Stop Payments/Voids		\$ 15.00	\$ -	\$ -
Online Banking Treasury Management	1	\$ 15.00	\$ 15.00	\$ 180.00
Cashier Checks		Waived		
Safety Deposit Box (standard)		Waived		\$ -
Total for Requested Services			\$ 291.26	\$ 3,495.12

Additional Services Not Requested

Remote Deposit Capture				
1st Location		\$ 40.00		
2 or more locations each		\$ 35.00		
Mobile Remote Deposit Per Month		\$ 15.00		
Positive Pay- Per Account		\$ 15.00		
ACH Filters/Blocks - Per Account		\$ 10.00	\$ -	\$ -
Total for Additional Services			\$ -	\$ -

Note: E-Remit, Lockbox and Merchant Payments will be customized pricing based on usage and volume and can be provided under separate proposal at the City's request.

Providence Bank

EXAMPLE OF ESTIMATED NET INTEREST INCOME

For City of Osage Beach

Based on Avg Estimated Balances of \$14,000,000. Interest rates will adjust quarterly as stated in the bid response and actual interest earned and fees incurred will vary by balances held in each account type, the rate in effect for each calendar quarter, and the volume of activity in the DDA Accounts.

Demand Deposit - Checking Accounts

	Avg Collected Bal	Interest Rate	Monthly Interest Earned	Annual Interest Earned
DDA Accounts	\$ 14,000,000.00	2.27%	\$ 26,991.23	\$ 323,894.79
				\$ -

Money Market Accounts

	Avg Collected Bal	Interest Rate	Monthly Interest Earned	Annual Interest Earned
Money Market Account			\$ -	\$ -

Insured Certificate of Deposit Accounts

	Avg Collected Bal	Interest Rate	Monthly Interest Earned	Annual Interest Earned
6-Month			\$ -	\$ -
1 Year	\$ 2,800,000.00	2.40%	\$ 5,707.40	\$ 68,488.77
2 Year			\$ -	\$ -
3 Year			\$ -	\$ -

Note: The above CD terms are for example purposes only, we have offerings from 3 month to 5 Year maturities and varying interest rates.

Total Interest Earned			\$ 32,698.63	\$ 392,383.56
------------------------------	--	--	---------------------	----------------------

LESS

Monthly Fee Estimate From Attachment A

	Monthly Account Fees	Yearly Account Fees
Total Account Fees based on estimated volume and requested services	\$ 291.26	\$ 3,495.12

Equates To

	Estimated Net Interest Earned Monthly	Estimated Net Interest Earned Yearly
Net Estimated Income Earned for the City of Osage Beach (Estimated Interest Earned less Estimated Fees)	\$ 32,407.37	\$ 388,888.44

Best Deale Bank
P.O. Box 0001
Anytown, US 12345

Date 04/30/18
Page 1 of 4

ABC PROPERTIES
1515 SOUTH QUEEN STREET
ANYTOWN, US 78901

Subject: CDARS® Customer Statement

Legal Account Title: ABC PROPERTIES

Below is a summary of your certificate(s) of deposit, which we are holding for you as your custodian. These certificate(s) of deposit have been issued through CDARS by one or more FDIC-insured depository institutions. Should you have any questions, please contact us at 555-123-4567 or send an email to contactus@bestdealebank.com.

Summary of Accounts Reflecting Placements Through CDARS

Account ID	Effective Date	Maturity Date	Interest Rate	Opening Balance	Ending Balance
*****890	04/12/18	05/10/18	0.6%	\$0.00	\$5,006,908.68
TOTAL				\$0.00	\$5,006,908.68

SAMPLE

Date 04/30/18
Page 2 of 4

ACCOUNT OVERVIEW

Account ID: *****890
Product Name: 4-WEEK NON-PERSONAL CD
Interest Rate: 0.6%
Account Balance: \$5,006,908.68

Effective Date: 04/12/18
Maturity Date: 05/10/18
YTD Interest Paid: \$0.00
Interest Accrued: \$1,563.92
Int Earned Since Last Stmt: \$1,563.92

The Annual Percentage Yield Earned is 0.60%.

CD Issued by Amsel Bank and Trust

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$51.22	04/12/18	Deposit	163,991.99
Int Earned Since Last Stmt:	\$51.22	04/30/18	ENDING BALANCE	\$163,991.99

CD Issued by Bank of Hudsonville

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Bear County Community Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Calera Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Capital Bank of St. Lawrence

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Copper Savings and Loan

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by First Bank of Tiberton

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Harbor Bell Bank and Trust

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Huntingfield Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62			
Int Earned Since Last Stmt:	\$77.62			

Date 04/30/18
Page 3 of 4

04/12/18	Deposit	248,500.00
04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Innerst Savings Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Kendall Bank and Trust

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Lockland Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Loring Savings Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Landville Savings Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Niles Bank and Trust

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Port Addison Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Dixonan Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Seashore National Trust Company

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

Date 04/30/18
Page 4 of 4

CD Issued by Torrence Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

CD Issued by Tinnyton Bank and Trust

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$37.92	04/12/18	Deposit	121,416.69
Int Earned Since Last Stmt:	\$37.92	04/30/18	ENDING BALANCE	\$121,416.69

CD Issued by Woodland Hills Bank

YTD Interest Paid:	\$0.00	04/12/18	OPENING BALANCE	\$0.00
Interest Accrued:	\$77.62	04/12/18	Deposit	248,500.00
Int Earned Since Last Stmt:	\$77.62	04/30/18	ENDING BALANCE	\$248,500.00

Thank you for your business.

SAMPLE

SECTION 9 - MANAGEMENT PLAN

Providence Bank provides extensive assistance during the implementation process. As mentioned above, you will be assigned an implementation advisor, Cheri Walz, who will act as your primary point of contact, coordinating all implementation components. She will work closely with you to complete service setup documentation, act as your liaison, and provide technical support.

Depending on the specific service undergoing implementation, a project plan and timeline will be created and provided to all parties to help facilitate a smooth and timely implementation process.

Going forward, we can serve in a consulting role to help you streamline your processes and efficiency. Should the City of Osage Beach implement any additional services beyond what is agreed to in this proposal, we will meet with you and together we will discuss the process, set expectations, and document the transition plan. We will coordinate a kick-off meeting to determine timelines and responsibilities and we will also conduct follow-up meetings as necessary during and post implementation.

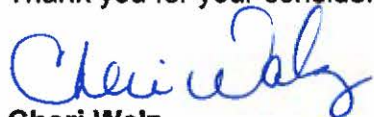
We can also provide additional training on products and services for your staff and Board of Directors, as you desire.

CONCLUSION

We look forward to the potential opportunity to work with City of Osage Beach and supporting your efforts to improve your banking services. We are confident that we can meet your highest expectations and stand ready to partner with you in delivering an effective banking services solution.

If you have questions on this proposal, feel free to contact Cheri Walz at your convenience by email at cwalz@myprovidencebank.com or by phone at 573-644-7141.

Thank you for your consideration,



Cheri Walz
SVP, Treasury Management Manager

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Mike Welty/Assistant City AdministratorDate Submitted: 10/08/18**Agenda Item Title:**

Bill 18-55 - Amending Ordinance No. 17-80 Adopting the 2018 Annual Budget, Transfer of Funds for Necessary Expenses.

Presented by: *(Name/Title)* Mike Welty/Assistant City Administrator**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-55☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

Board of Aldermen approval required for budget amendments over \$5,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Must be completed before the end of FY2018

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-55

Department Comments and Recommendation:**Adjustment #1**

Since January 2018 through early August 2018 the City operated understaffed, so we have utilized outside assistance to augment staffing resources. The City has been contracted with AOS/Converge One since as early as fall of 2017 beginning with the IT Assessment the company completed for us during that time period and since then due to changes in the department following the assessment, per Board approval. AOS/Converge One has been instrumental in our system operating at its peak performance and their resources and expertise has been valuable in assisting with software upgrades, patching, emergency support, trouble shooting hardware/software issues, and various other IT related duties. As we come to the end of the the budget year a budget adjustment is necessary to amend the Salaries line item and the Professional Service line item to reflect the Professional Services expenditures to date.

The Budget Amendment is as follows:

	Original Amount	Amended Amount
10-19-711000 Salaries	\$167,603	\$111,557
10-19-733800 Professional Services	\$74,955	\$131,001

Adjustment #2

At the 5/03/2018 Board of Alderman meeting, the Board approved the purchase of backup and storage equipment from AOS/Converge One in the amount of \$136,182.59. During that meeting I mentioned that a Budget Adjustment would be necessary. The adjustment necessary to reflect the correct expenditures in Computer Equipment as purchased is as follows, decreasing allocations from Communication Equipment and Machinery & Equipment to increase allocation to Computer Equipment.

The Budget Amendment is as follows:

	Original Amount	Amended Amount
10-19-774250 Computer Equipment	\$124,050	\$158,086
10-19-774267 Communication Equipment	\$32,000	\$0.00
10-19-774255 Machinery & Equipment	\$26,500	\$24,464

The Assistant City Administrator recommends approval.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-55 is in correct form as per City Attorney.

I concur with the Asst. City Administrator's recommendation.

BILL NO. 18-55

ORDINANCE NO.18.55

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 17.80 ADOPTING THE 2018 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2018 Annual Budget adopted as Ordinance No. 17.80 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-19-711000 Salaries	\$167,603	\$111,557
10-19-733800 Professional Services	\$74,955	\$131,001
10-19-774250 Computer Equipment	\$124,050	\$158,086
10-19-774267 Communication Equipment	\$32,000	\$0.00
10-19-77255 Machinery & Equipment	\$26,500	\$24,464

Section 2. In all other respects the 2018 Annual Budget adopted in Ordinance No. 17.80 remains in full force and effect.

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

READ FIRST TIME: _____

READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 18.55 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.55.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Mike Welty/Assistant City AdministratorDate Submitted: 10/08/18**Agenda Item Title:**

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

Presented by: *(Name/Title)* Mike Welty/Assistant City Administrator**Requested Action:**☒

Motion to Approve

☐

First Reading of Bill # _____

☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

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

Board of Aldermen approval required for disposal of assets per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Maps of Available Property for Sale

Department Comments and Recommendation:

The following items have been deemed to have no use for any department within the City.

For sale via auction (Online or otherwise):***Dept - Parks***

- *BBQ Grill
- *Yard cart with tilt bed feature for pulling behind lawn tractor
- *Drywall Cart
- *Small Lawn and Garden Tank Sprayer (21 Gallon)
- *6 old sinks with 4 toilet paper and 2 paper towel dispensers

Dept - Overhead

- *3 Filing Cabinets
- *Large Blue Storage Cabinet
- *Mountable Industrial Heater
- *Large Humidifier
- *Drafting table

Dept - Police

- *2 Pepper Guns with CO2 tanks (both leak)
- *4 Light Bars
- *2 12 volts warmer/coolers
- *Portable Flag Pole
- *6 Gamber Johnson Docking Stations
- *Kodak Carousel 4400 Projector with 10 slide trays
- *4 Boxes of misc. radio equipment (Radios/Batteries/Belt Holders/etc.)
- *Empty Pelican Case

Dept - IT

- *4 Catalyst 4506 Switches
- *4 Symmetra LX battery modules (used)

Dept - Sewer

- *1995 Chevy 1500 with Plow - VN = 9922
- *Additional, misc. small tools including, but not limited to small hand-held tools, relays, O Rings, bearings, mechanical seals, transceivers, etc. that are broken or have no value will also be disposed of.

Dept - Ambulance

- *2 Physio Controls Life Pack 10 with one 4 battery and one 2 battery charger
- *Stryker MX Pro Cot

City Property - See attached Maps:

- *Property on Cove Rd
- *Property on Ledges Dr. (building on property)
- *Property on Mace Road (2 lots)
- *Property on Osage Beach Rd (tower and property)
- *Property on Port Ln (old DNR well site by Surdyke)

Scrap or Trash:***Dept. - Police***

- *4 Custom Police consoles
- *2 TV Mount Kits (Broken)

Dept. - IT

- *34 Computer Monitors (Broken/various sizes)
- *47 keyboards (Broken)
- *18 Printers (Broken/various sizes)
- *4 Servers (Broken or obsolete/various sizes/All drives removed and destroyed)
- *1 Fax Machine (Broken)
- *21 Desktop PC (Broken/various sizes/All drives removed and destroyed)
- *2 Projectors (Broken)
- *38 Switches (Broken or Obsolete/various sizes)
- *7 Laptops (Broken/various sizes/All drives removed and destroyed)
- *18 Battery Backups (Broken)

Dept - Sewer

- *Sewer Pumps - 2 AF60 4" (S/N = G75675/K53534)
- *Auto Crane (Broken)
- *Hawzall Electric Dolly (Broken)
- *Homelite Concrete Saw (Broken)

Dept - Ambulance

- *3 Old Army Cots
- *8 Aluminum Cots
- *Arrhythmia Training Device (Obsolete)
- *Whelen Encoder (Broken)
- *2 Like Pak AED Training devices (Broken)
- *MTP Pump Controller (Broken)
- *Pro Pac 102 (Broken)
- *7 Duffle Bags
- *6 Fanny Packs
- *Broken microwave

Revenue for surplus sales will be distributed to the sale of used equipment's accounts (XX-00-600000) based on department.

Assistant City Administrator recommends approval.

City Administrator Comments and Recommendation:

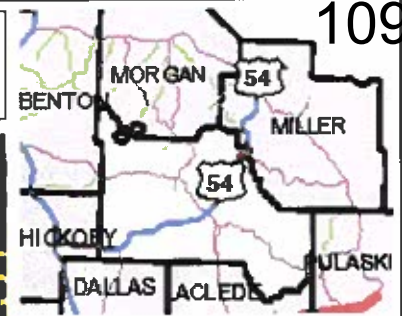
I concur with the Asst. City Administrator's recommendation.

Location	ROW or Deed	Notes	Comments
Cove Rd	Deed	Available for Sale	Gets to Platted Road - to Osage Beach
Ledges Dr.	Deed	Available for Sale	Building on Property
Mace Rd. (1)	Deed	Available for Sale	Surrounded by Holiday Shores. Not big enough to build.
Mace Rd. (2)	Deed	Available for Sale	Can build on or use driveway or other purposes.
Osage Beach Rd.	Deed	Available for Sale	Old Tower could be sold.
Port Ln.	Deed	Available for Sale	Old DNR well site by Surdyke

Camden County, MO

Cove Rd Property

109



Legend

Notes



100.0 0 50.00 100.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

COVE RD,
Mail To: 1000 CITY PARKWAY
OSAGE BEACH, MO 65065-0000

Deed: CITY OF OSAGE BEACH
Contract:
CID#:
DBA:
MLS:

Map Area: 320 CITY OB 2T
Route: 000-000-000
Tax Dist: 16A
Plat Page:
Subdiv: [NONE]

Checks/Tags: E
Lister/Date: 157, 04/17/1996
Review/Date: 103, 03/14/1985
Entry Status: Estimated

URBAN / 05 EXEMPT
Legal: PT W 1/2 LOT 6 NE

No Land Dimensions Entered

Sales				Building Permits				Values					
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	BofE	Agriculture	Residential	Comm/Other	Exempt
09/01/1995		D052	417/631						Land		\$0	\$0	
08/01/1989		D052	327/557						Dwlg		\$0	\$0	
01/01/1980		D052	219/433						Total		\$0	\$0	
06/01/1979		D052	214/496						Tax Val				

	Missouri Market Valuation	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
		Land	\$0	\$0	\$0	\$0	\$0
		Building	\$0	\$0	\$0	\$0	\$0
		BofR Totals	\$0	\$0	\$0	\$0	\$0

	Missouri Assessed Values	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
		Land	\$0	\$0	\$0	\$0	\$0
		Building	\$0	\$0	\$0	\$0	\$0
		Percent	12%	19%	32%		
		BofE Totals	\$0	\$0	\$0	\$0	\$0

3/16/2018

Camden County, MO**Property Report Card****Parcel Number: 08-1.0-01.3-000.0-005-025.000**

Name: CITY OF OSAGE BEACH

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: PT W 1/2 LOT 6 NE

Deeded Acres: 0

Tax District: 16A

MLS:

Section: 01

Township: 39N

Range: 16W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 9/1/1995 12:00:00 AM

Book/Page 417/631

Land Use



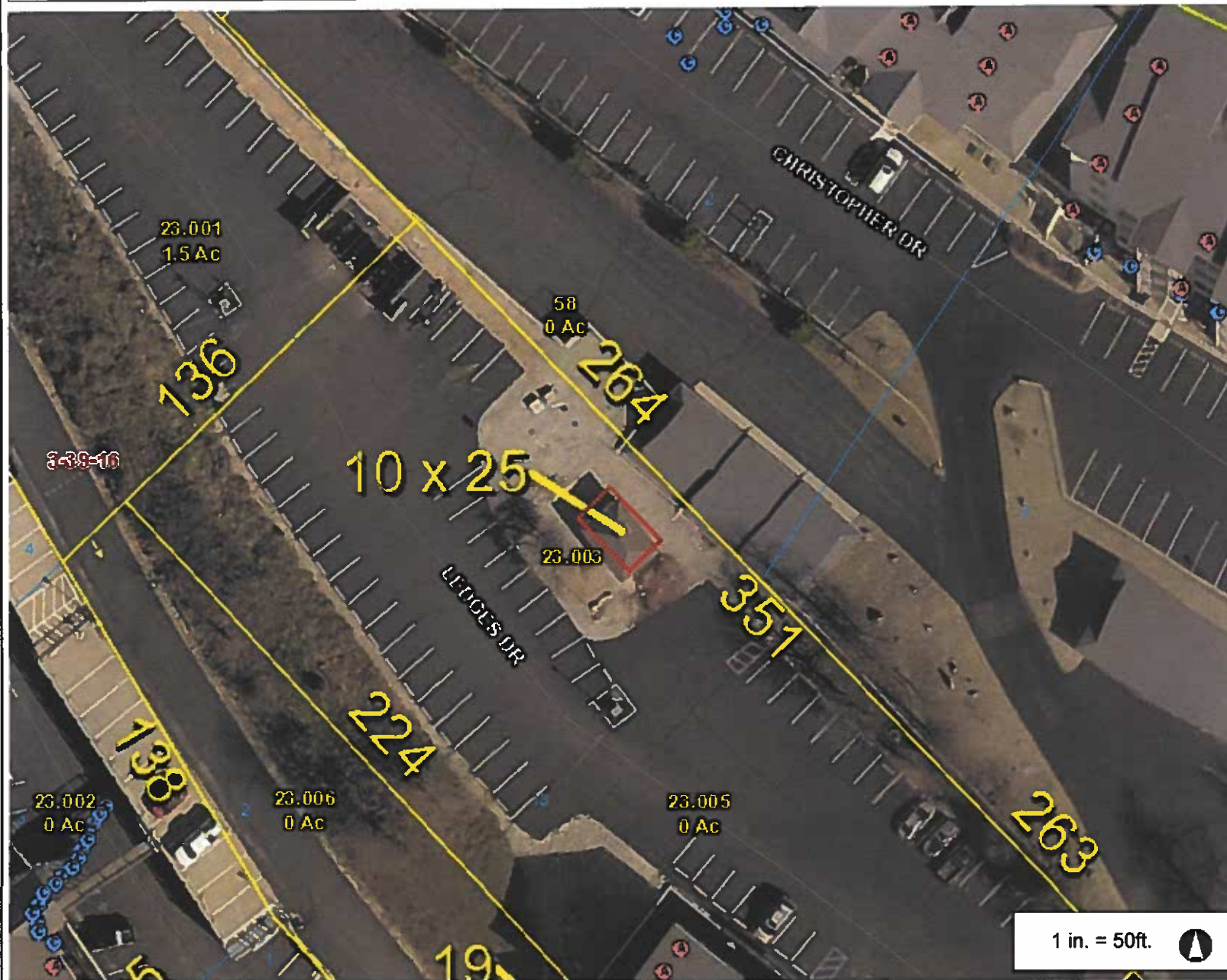
Camden County, MO

Ledges Dr Property

113



Legend



1 in. = 50ft.



100.0 0 50.00 100.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Mail To: 1000 CITY PARKWAY
OSAGE BEACH, MO 65065-0000

Deed: THE CITY OF OSAGE BEACH
Contract:
CID#:
DBA:
MLS: LEDGES COND ON BEACH

Map Area: 320 CITY OB 2T
Route: 000-000-000
Tax Dist: 16A
Plat Page:
Subdiv: LEDGES COND ON BEACH

Checks/Tags:
Lister/Date: 101, 03/20/2000
Review/Date:
Entry Status: Inspected

URBAN / HOA Well Lot
Legal: WELL TRACT

No Land Dimensions Entered

Sales				Building Permits				Values					
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	BofE	Agriculture	Residential	Comm/Other	Exempt
04/01/1999		D052	478/989						Land		\$0	\$0	
06/01/1995		D052	413/524						Dwlg		\$0	\$0	
06/01/1995		D052	413/525						Total		\$0	\$0	
									Tax Val				

Missouri Market Valuation	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
	Land	\$0	\$0	\$0	\$0	\$0
	Building	\$0	\$0	\$0	\$0	\$0
	BofR Totals	\$0	\$0	\$0	\$0	\$0

Missouri Assessed Values	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
	Land	\$0	\$0	\$0	\$0	\$0
	Building	\$0	\$0	\$0	\$0	\$0
	Percent	12%	19%	32%		
	BofE Totals	\$0	\$0	\$0	\$0	\$0

Camden County, MO**Property Report Card****Parcel Number: 08-2.0-03.3-000.0-007-023.003**

Name: THE CITY OF OSAGE BEACH

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: WELL TRACT

Deeded Acres: 0

Tax District: 16A

MLS: LEDGES COND ON BEACH

Section: 03

Township: 39N

Range: 16W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 4/1/1999 12:00:00 AM

Book/Page 478/989

Land Use



Camden County, MO

Mace Rd (1) Property

117



Legend



1 in. = 50ft.



100.0 0 50.00 100.0 Feet



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

, OSAGE BEACH

Mail To: **1000 CITY PARKWAY**
OSAGE BEACH, MO 65065-0000

Deed: **CITY OF OSAGE BEACH**

Contract:

CID#:

DBA:

MLS:

Map Area: **320 CITY OB 2T**Route: **000-000-000**Tax Dist: **001**

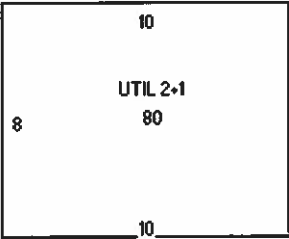
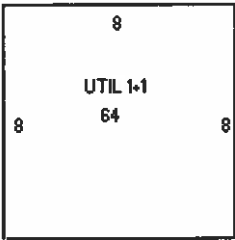
Plat Page:

Subdiv: **[NONE]**Checks/Tags: **E**Lister/Date: **101, 02/25/1999**

Review/Date:

Entry Status: **Inspected****URBAN / 05 EXEMPT**Legal: **PT GOV'T LOT 6 NW****No Land Dimensions Entered**

Sales				Building Permits				Values					
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	BofE	Agriculture	Residential	Comm/Other	Exempt
03/01/1998		D052	455/933						Land		\$0	\$0	
09/01/1997		D052	449/251						Dwlg		\$0	\$0	
06/01/1997		D052	443/277						Total		\$0	\$0	
									Tax Val				



3/16/2018

Camden County, MO**Property Report Card****Parcel Number: 09-3.0-06.1-000.0-001-020.021**

Name: CITY OF OSAGE BEACH

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: PT GOV'T LOT 6 NW

Deeded Acres: 0

Tax District: 001

MLS:

Section: 06

Township: 39N

Range: 15W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 3/1/1998 12:00:00 AM

Book/Page 455/933

Land Use



Camden County, MO Mace Rd (2) Property



121



Legend

Notes

1 in. = 46ft.



92.4 0 46.21 92.4 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Camden County, MO

4/27/2018

Property Report Card**Parcel Number: 09-3.0-06.1-000.0-001-020.022**

Name: CITY OF OSAGE BEACH

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: PT GOV'T LOT 6 NW

Deeded Acres: 0

Tax District: 001

MLS:

Section: 06

Township: 39N

Range: 15W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 3/1/1998 12:00:00 AM

Book/Page 455/933

Land Use

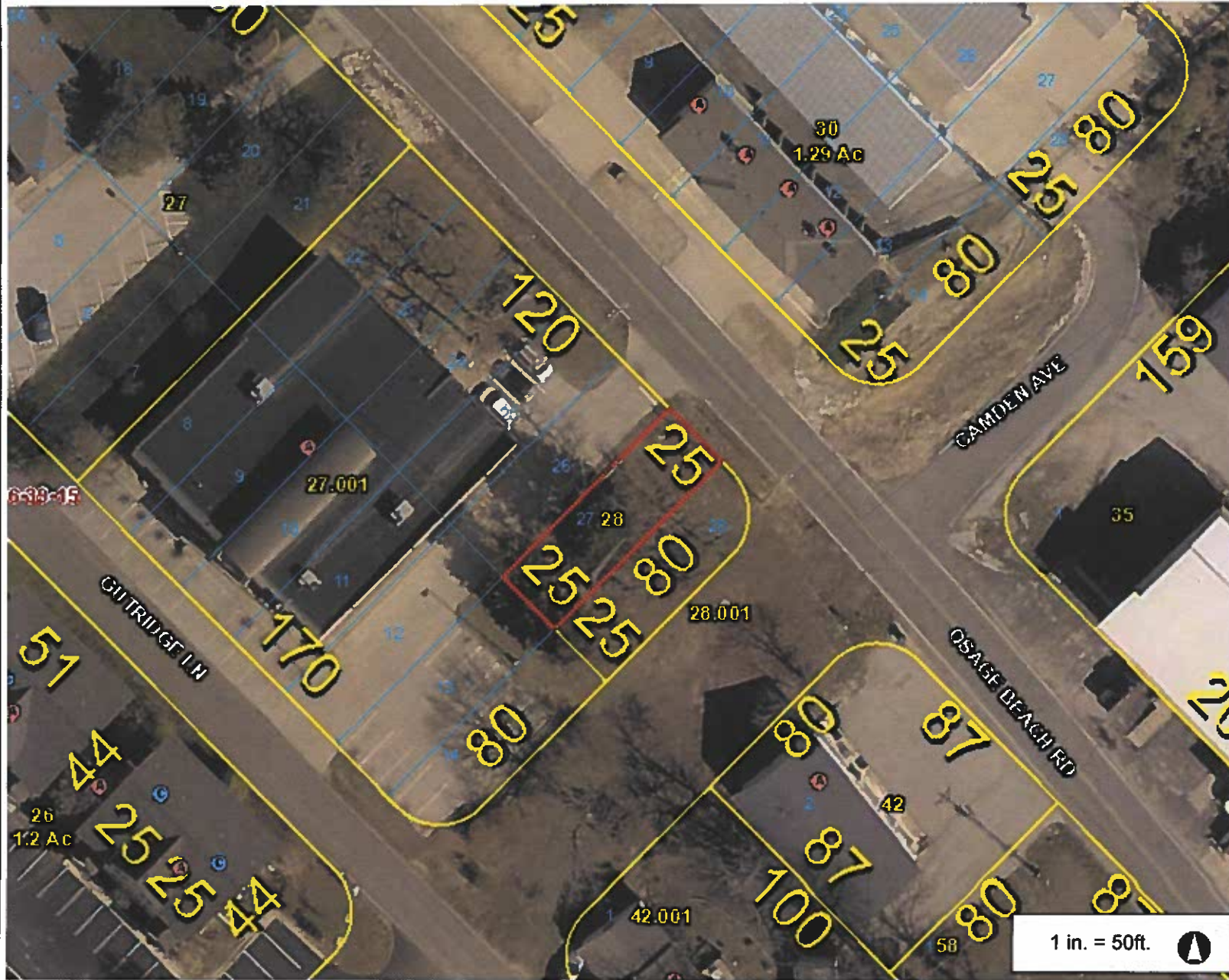


Camden County, MO Osage Beach Rd Property

123



Legend



100.0 0 50.00 100.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

, OSAGE BEACH

Mail To: **1000 CITY PARKWAY**
OSAGE BEACH, MO 65065-0000

Deed: **CITY OF OSAGE BEACH MO**

Contract:

CID#:

DBA:

MLS: **OSAGE BEACH**Map Area: **320 CITY OB 2T**Route: **000-000-000**Tax Dist: **16A**

Plat Page:

Subdiv: **OSAGE BEACH**Checks/Tags: **E**Lister/Date: **240, 05/01/1984**Review/Date: **103, 03/07/1985**Entry Status: **Info From Owner****URBAN / 05 EXEMPT**Legal: **LOT 27 BLK 15****No Land Dimensions Entered**

Sales				Building Permits				Values					
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	BofE	Agriculture	Residential	Comm/Other	Exempt
10/01/1984		D052	264/358						Land		\$0	\$0	
									Dwlg		\$0	\$0	
									Total		\$0	\$0	
									Tax Val				

Missouri Market Valuation	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
	Land	\$0	\$0	\$0	\$0	\$0
	Building	\$0	\$0	\$0	\$0	\$0
	BofR Totals	\$0	\$0	\$0	\$0	\$0

Missouri Assessed Values	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
	Land	\$0	\$0	\$0	\$0	\$0
	Building	\$0	\$0	\$0	\$0	\$0
	Percent	12%	19%	32%		
	BofE Totals	\$0	\$0	\$0	\$0	\$0

3/16/2018

Camden County, MO**Property Report Card****Parcel Number: 09-3.0-06.3-000.0-002-028.000**

Name: CITY OF OSAGE BEACH MO

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: LOT 27 BLK 15

Deeded Acres: 0

Tax District: 16A

MLS: OSAGE BEACH

Section: 06

Township: 39N

Range: 15W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 10/1/1984 12:00:00 AM

Book/Page 264/358

Land Use



Camden County, MO

Port Ln Property



127

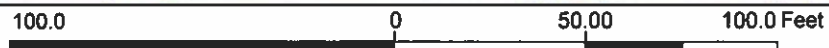
Legend



1 in. = 50ft.



Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Mail To: **1000 CITY PARKWAY**
OSAGE BEACH, MO 65065-0000

Deed: **CITY OF OSAGE BEACH**
 Contract:
 CID#:
 DBA:
 MLS:

Map Area: **320 CITY OB 2T**
 Route: **000-000-000**
 Tax Dist: **16A**
 Plat Page:
 Subdiv: **[NONE]**

Checks/Tags: **E**
 Lister/Date:
 Review/Date:
 Entry Status: **Inspected**

URBAN / 05 EXEMPT
 Legal: PT LOT 3 (WELL LOT)

No Land Dimensions Entered

Sales				Building Permits				Values					
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	BofE	Agriculture	Residential	Comm/Other	Exempt
10/01/2002		D052	546/228						Land		\$0	\$0	
10/01/2002		D052	544/870						Dwlg		\$0	\$0	
05/01/1993		D052	380/971						Total		\$0	\$0	
01/01/1992		D052	359/647						Tax Val				

	Missouri Market Valuation	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
		Land	\$0	\$0	\$0	\$0	\$0
		Building	\$0	\$0	\$0	\$0	\$0
		BofR Totals	\$0	\$0	\$0	\$0	\$0

	Missouri Assessed Values	Value Type	Agricultural	Residential	Commercial / Other	Exempt	Total Value
		Land	\$0	\$0	\$0	\$0	\$0
		Building	\$0	\$0	\$0	\$0	\$0
		Percent	12%	19%	32%		
		BofE Totals	\$0	\$0	\$0	\$0	\$0

3/16/2018

Camden County, MO**Property Report Card****Parcel Number: 08-2.0-03.3-000.0-007-026.001**

Name: CITY OF OSAGE BEACH

Address: 1000 CITY PARKWAY

City: OSAGE BEACH

State: MO

Zip: 65065-0000

Legal Description: PT LOT 3 (WELL LOT)

Deeded Acres: 0

Tax District: 16A

MLS:

Section: 03

Township: 39N

Range: 16W

Lot Frontage:

Lot Side:

Year

Total Living Area:

Sale Date 10/1/2002 12:00:00 AM

Book/Page 546/228

Land Use



City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 10/18/18Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 10/05/18**Agenda Item Title:**

Motion to Approve CPSM Professional Services Contract for public safety technical assistance for a contract amount of \$43,650 plus travel expenses not to exceed \$4,000.

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

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe) _____

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

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

Deadline for Action: YES ☐ NO ☒

If yes, explain:

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

If no, provide funding source: _____

Budget Line Item/Title: 10-14-733800 Professional ServicesFY 18 Budgeted Amount: \$ 20,500.00Expenditures to Date 06/26/18: (\$ 50.00)Available: \$ 20,450.00Requested Amount: \$ 47,650.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Contract

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

Center for Public Safety Management, LLC (CPSM) is an exclusive provider of public safety technical assistance and will provide us with a complete and comprehensive analysis of our law enforcement services to ultimately enable us to grow as a department and to provide top of the line emergency services for our community. I believe this would be a valuable one-time investment that equates to only 2% of the average \$2.03 million we spend annually on our Police Department.

This request is for a contract cost of \$43,650 (includes 10% discount because I am an ICMA member) plus travel costs not to exceed \$4,000. 10-14-733800 Professional Services has a budget of \$20,000 for this service. Budgeting of this service was done prior to any in depth research regarding proposals. Due to two specific changes in personnel to date, the remaining funds needed (approximately \$27,650) will come from the department's Salaries line item (10-14-711000); therefore, this item cost will not affect the department's budget, as a whole, to be over-budget. A budget amendment can be presented once the services are completed to adjust the specific line items.

CPSM will use their subject matter experts to complete an analysis using mathematical and operational research to identify our specific performance based on our data, interviews, and community info, in addition to doing workload analysis and service load research. They will observe operations at all levels, review case files, assess compliance and policies, and assess our culture, just to hit a few highlights. The result will be a comprehensive report that will include recommendations revolving around public safety risk, policy and direction for City Administration and the Police Chief, and in-depth information that will empower the Mayor and Board to understand the department and its community integration.

The Police Department is a specialized department playing a unique and integral part in our community. Specially, our department is staffed to not only support a full-time community population of under 5,000 citizens but also an ever growing part-time and visitor population that swells exponentially on weekends, holidays, and during season, in addition to our growing business community. This diversity adds to public safety risk and operational challenges.

The following major outcomes are expected from CPSM;

- *Data-driven analysis to identify actual workload needed,
- *Identify and recommend staffing and deployment levels for operational and support functions within the department,
- *Thorough examination of the department's organizational structure and culture,
- *Performance gap analysis, comparing the 'as is' state of the department to the best practices in industry standards,
- *Recommendations on policy relevance and strategic planning,
- *Recommendations on our management framework to ensure accountability, increased efficiency, and improve performance.

As requested in July, the Board has been supplied with three completed analyses of other departments conducted by CPSM prior to the Board packet being distributed. These will serve as a sample of CPSM's work and the level of detail we can expect. Chief Davis and I have contacted several individuals for direct references and to summarize, the agencies we spoke to prompted the services of CPSM due to the need to review best practices and trends in Law Enforcement, desire to enhance policy and strategic planning, desire to increase efficiency and effectiveness of operations (staffing levels, meet needs of demands of calls effectively, etc.), desire to overcome declining organizational culture and community perspective. CPSM was highly recommended by those contacted.

Update: At the September 20, 2018 Board of Aldermen meeting the Board voted on this item 3 to 2, in favor; however, with one Aldermen absent that vote was not sufficient for passage as this specific item, due to its contractual nature, requires a majority of the elected Board for passage. It was requested by Alderman Rucker to bring the item back to the Board for consideration at which time there would be full attendance of the members of the Board.

Update: At the October 4, 2018 Board of Aldermen meeting the Board voted on this item 3 to 2, in favor; however, with one Aldermen absent that vote was not sufficient for passage as this specific item, due to its contractual nature, requires a majority of the elected Board for passage. It was requested by Alderman Rucker to bring the item back to the Board for consideration at which time there would be full attendance of the members of the Board.

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2018 by and between the City of Osage Beach, a municipal corporation of the State of Missouri, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be _____. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: xxxx

Account No. : xxxx

Payments by check to the CONTRACTOR shall be sent to:

CPSM

P.O. Box 871

Amherst, NY 14226

Invoices to the CITY should be sent to:

Jeana L Woods CPA
City Administrator
1000 City Parkway
Osage Beach, MO 65065
jwoods@osagebeach.org

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If

the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Contract will be held in Camden County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 -

Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

Jeana L Woods CPA
City Administrator
1000 City Parkway
Osage Beach, MO 65065
jwoods@osagebeach.org

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

_____ OF _____, STATE OF _____

SIGNED

ATTEST

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)**SIGNED**

BY: _____

Print Name: _____

Title: _____

Date: _____