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
February 21, 2019 – 6:00 P.M.
CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

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 February 7, 2019. Page 1
- Bills List Page 5

OLD BUSINESS

A. **Bill 19-03.** Page 26
An Ordinance of The City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract Ob19-001 With Maguire Iron, Inc. For the Repainting of The Bluff Road Water Tower
Second Reading

B. **Bill 19-04.** Page 32
An Ordinance of The City of Osage Beach, Missouri, Authorizing the Mayor to Execute A Contract with Central Bank of The Lake of The Ozarks for the Option of Making Electronic Commercial Payments Directly to Vendors Who Request the Service
Second Reading

NEW BUSINESS:

A. **Bill 19.05** Page 58
An Ordinance of The City of Osage Beach, Missouri, Authorizing the Mayor to Execute Construction Contract Ob19-003 With Vance Brothers, Inc For Slurry Seal 2019
First Reading

B. **Bill 19.06** Page 64
An Ordinance Of The City of Osage Beach, Missouri, Authorizing the Expenditure of Funds For Private Security To Support The 2019 Lake Of The Ozarks Mardi Gras Pub Crawl
First Reading

C. **Motion** Page 74
A motion to apply from the Missouri Department of Transportation's Highway Safety and Traffic Division Grant "Hazardous Moving Violations and DWI Saturation Enforcement Projects" for overtime traffic enforcement.

D. **Discussion** - Vision and Strategic Planning; Discuss Draft 2 Items

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

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

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

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

February 7, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, February 7, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Jeff Bethurem, and Alderman Greg Massey. Tara Berreth, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

None

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 Minutes Regular Board Meeting of January 17, 2019, the Bills List and Liquor License (Dollar General #19749, LOTO Lounge, Outback Steakhouse of Florida, LLC). The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed on a voice vote.

Old Business

a) **Bill 19.01. An Ordinance of the City of Osage Beach, Missouri, Vacating a Portion of the Right of Way of Osage Beach Road.**

Mayor Olivarri presented the second reading of Bill No. 19.01 by title only. It was noted that Bill No. 19.01 had been available for public review.

Alderman Ross moved to approve the second reading of Bill No. 19.01 as presented. Alderman Massey seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 19.01 and to pass same into ordinance: "Ayes": Alderman Rucker, Alderman Bethurem, Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross "Nays"- 0. Bill No. 19.01 was passed and approved as Ordinance No. 19.01.

New Business

a) **Bill 19.03. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB 19-001 with Maguire Iron, Inc. for the Repainting of the Bluff Road Water Tower**

Public Works Director Nick Edelman explained that this project is to repaint Bluff Water Tower. The City will be painting the interior wet and dry and exterior. Bids were opened on January 8th, 2019. There were six bidders. The low bidder is Maguire Iron Inc. with a bid amount of $251,800.00. References were checked and came back all good.

Mayor Olivarri presented the first reading of Bill No. 19.03 by title only. It was noted that Bill No. 19.03 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 19.03 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

b) Bill 19.04. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Central Bank of the Lake of the Ozarks for the Option of Making Electronic Commercial Payments Directly to Vendors Who Request the Service

City Treasurer Karri Bell explained that the City has been getting numerous requests from vendors asking to be paid through an electronic option. The service “Commercial Payments” will provide an electronic payment option of City vendors, it will not be mandatory. The City will receive from .4% to .6% from these transactions and reduce expenses associated with processing manual checks and postage cost. The City will also gain an alternative credit card system for City staff that includes credit cards designed to meet the temporary, approved travel/training needs. The City Attorney has reviewed and made modifications to the Central Bank Contract.

Mayor Olivarri presented the first reading of Bill No. 19.04 by title only. It was noted that Bill No. 19.04 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 19.04 as presented. Alderman Walker seconded the motion which was voted on and unanimously passed by a voice vote.

c) Motion to Approve Purchase of a 2019 F150 Truck

Public Works is requesting approval to purchase a 2019 F150 Truck from Joe Machens Ford off the MoDOT State Bide in the amount of $28,296.00. This purchase is a replacement truck for the construction inspector.

Alderman Ross moved to approve the request to purchase a 2019 F150 Truck in the amount of $28,296.00. Alderman Marose seconded the motions which was voted on and unanimously passed.

d) Motion to Approve Purchase of a 2019 Kubota SVL95 Compact Tract Loader from the NJPA contract in the amount of $46,193.95

Public Works is requesting to purchase a new Skidsteer for the Transportation, Water and Sewer Departments. We obtained pricing from Crown Power and Equipment for a skidsteer that would be purchased off the NJPA contract. We also obtained pricing from Machinetrader.com website.

Based upon discussion, it is recommended to purchase a new Skidsteer from Crown Power and Equipment in the amount of $61,193.95 and trade in the Case 450 Series 3 in the amount of $15,000.

Alderman Rucker moved to approve the request to purchase a 2019 Kubota SVL95 Compact Tract Loader from the NJPA contract in the amount of $46,193.95. Alderman Massey seconded the motions which was voted on and unanimously passed.

f. Discussion – AEOB 18-011 Osage Beach Parkway Sidewalks Phase 5

The Public Works Department applied for TAP funds for Osage Beach Parkway Sidewalks Phase 5 which is a sidewalk and bridge project from Barry Prewitt/Osage Beach Parkway intersection to a location across the bridge by Mace Road. We were notified at the January 8th TAC Meeting that we would not be receiving funds for this project.

After discussion, the Board has decided not to borrow money from other funds to pay for Osage Beach Parkway Sidewalks Phase 5. The decision was made to place this project on hold until another fund source becomes available.

g. Discussion – Osage Beach Parkway Streetlights; City and Utility Provider Functions/Responsibilities

Alderman Rucker asked for a discussion regarding streetlight along Osage Beach Parkway; the responsibilities of the city and our utility provider, processes and practices, and current conditions.

After a lengthy discussion it was decided that the Police Department would do a weekly log of streetlights that are not working and report to the Public Works Department.

h. **Discussion – Vision and Strategic Planning; Discuss Draft 2 Items** UPDATE:
With continued discussion, this was asked to be placed on upcoming agendas.

Communications from Members of the Board of Aldermen.

Alderman Rucker
Asked to have the criteria for sidewalks forwarded to the Board.

Alderman Ross
Employee's did a great job with the Appreciation Party.

Alderman Walker
It was nice to see the employee's enjoying the party.

Alderman Marose
Appreciation party was a lovely evening.

Staff Communications.
City Administrator Jeana Woods
Gave brief update on the PDMP
Since 2018 there has been 14 participating jurisdictions; additional jurisdictions are added monthly. Currently, 72 jurisdictions are participating in the PDMP; these 72 jurisdictions cover 84% of the state's population.

City Clerk Tara Berreth
Reminded the Aldermen about the upcoming Lake of the Ozarks Convention & Visitor Bureau Dinner.

City Attorney Ed Rucker
Still working on Alderman Marose request about texting and driving.

Police Chief Todd Davis
23rd Annual Polar Plunge – February 22, 2019 @ 3:30pm
Pee Wee Plunge @ Osage Beach Fire Station #2 @ 6:30pm
Polar Bear Strut – February 23, 2019 @ 7:30am
Pre-Polar Plunge Party Under the Big top from 11:30am till 2:00 pm at Public Beach #2. There will be live entertainment, silent auction and chili cookoff.

Assistant City Administrator Mike Welty
Attended a workshop with Jeana. Very informative.

Adjourn.
There being no further business to come before the Board, the meeting adjourned at 7:30 p.m.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on February 7, 2019.

Tara Berreth, City Clerk John Olivarri, Mayor

CITY OF OSAGE BEACH
BILLS LIST
February 21, 2019

Bills Paid Prior to Board Meeting	**245,184.71**
Payroll Paid Prior to Board Meeting	**121,027.56**
SRF Transfer Prior to Board Meeting	
TIF Transfer Dierbergs	
TIF Transfer Prewitt's Pt	
Bills Pending Board Approval	**95,479.86**
Total Expenses	**461,692.13**

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,054.14
			ADJUST PR DEDUCTIONS	52.76
			ADJUST PR DEDUCTIONS	31.36
			Dental Insurance Premiums	501.22
			Dental Insurance Premiums	501.22
			Health Insurance Contribut	840.84
			Health Insurance Contribut	840.84
			Health Insurance Contribut	458.70
			Health Insurance Contribut	458.70
			Vision Insurance Contribut	117.60
			Vision Insurance Contribut	117.60
			Vision Insurance Contribut	21.65
			Vision Insurance Contribut	21.56
			Vision Insurance Contribut	62.72
			Vision Insurance Contribut	62.72
		FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	0.68
			State Withholding	2,870.00
		INTERNAL REVENUE SERVICE	Fed WH	9,103.36
			FICA	6,444.48
			Medicare	1,507.18
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.01-
			Pre-Paid Legal Premiums	55.80
			Pre-Paid Legal Premiums	55.80
		ICMA	Loan Repayment	315.59
			Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Loan Repayment	139.35
			Retirment 457 &	279.51
			Retirement 457	1,100.00
			Loan Repayments	148.12
			Loan Repayments	620.02
			Loan Repayments	119.37
			Loan Repayments	144.72
			Loan Repayments	241.19
			Loan Repayments	209.74
			Loan Repayments	43.41
			Loan Repayments	74.15
			Loan Repayments	134.00
			Retirment Roth IRA %	164.31
			Retirement Roth IRA	380.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	150.00
			OTHER AGENCY CASH BOND	550.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,475.32
			American Fidelity	1,474.40
			Amerian Fidelity	806.85
			Amerian Fidelity	806.85
			ADJUST PAYROLL DEDUCTIONS	0.06-
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	29.16
			Flexible Spending Accts -	29.16
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.03-

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	115.16
			Texas Life After Tax	115.16
		HSA BANK	HSA Contribution	135.00
			HSA Family/Dep. Contributi	1,917.66
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	0.71-
			ADJUST PAYROLL DEDUCTIONS	0.71-
			Group Life Ins and Buy Up	73.11
			Group Life Ins and Buy Up	73.11
			Group Life Ins and Buy Up	25.00
			Group Life Ins and Buy Up	25.00
		ONE TIME VENDOR ATCHISON COUNTY DIST C	OTHER AGENCY CASH BOND	575.00
			TOTAL:	38,628.41
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.85
			Dental Insurance Premiums	92.85
			Health Insurance Contribut	1,744.71
			Health Insurance Contribut	1,744.71
			Vision Insurance Contribut	16.80
			Vision Insurance Contribut	16.80
		INTERNAL REVENUE SERVICE	FICA	496.93
			Medicare	116.22
		ICMA	Retirement 401	497.85
		HSA BANK	HSA Family/Dep. Contributi	225.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	15.60
			Group Life Ins and Buy Up	15.60
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			TOTAL:	5,124.70
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		INTERNAL REVENUE SERVICE	FICA	248.23
			Medicare	58.05
		ICMA	Retirement 401	110.65
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,575.95
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.85
			Dental Insurance Premiums	92.85
			Health Insurance Contribut	221.23
			Health Insurance Contribut	221.23
			Health Insurance Contribut	581.57

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	581.57
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		INTERNAL REVENUE SERVICE	FICA	564.07
			Medicare	131.92
		ICMA	Retirement 401	556.22
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	10.53
			Short Term Disabiilty Ins	10.53
			TOTAL:	4,369.93
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		TAYLOR, MICHELLE	MILEAGE & MEAL REIMB-NACM	412.84
		INTERNAL REVENUE SERVICE	FICA	80.32
			Medicare	18.78
		ICMA	Retirement 401	82.75
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,927.23
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		INTERNAL REVENUE SERVICE	FICA	331.14
			Medicare	77.44
		ICMA	Retirement 401	323.99
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.57
			Group Life Ins and Buy Up	12.57
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	2,082.69
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	61.90
			Dental Insurance Premiums	61.90
			Dental Insurance Premium	17.76
			Dental Insurance Premium	17.76
			Health Insurance Contribut	221.23
			Health Insurance Contribut	221.23
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		INTERNAL REVENUE SERVICE	FICA	387.24
			Medicare	90.56
		ICMA	Retirement 401	382.49
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	117.56
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.72
			Group Life Ins and Buy Up	3.72
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			TOTAL:	3,998.15
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	142.85
		INTERNAL REVENUE SERVICE	FICA	53.94
			Medicare	12.62
			TOTAL:	209.41
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	61.90
			Dental Insurance Premiums	61.90
			Dental Insurance Premium	18.59
			Dental Insurance Premium	17.76
			Health Insurance Contribut	231.62
			Health Insurance Contribut	221.23
			Health Insurance Contribut	1,163.14
			Health Insurance Contribut	1,163.14
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	4.01
			Vision Insurance Contribut	3.92

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIED SERVICES LLC	PARK TRASH SERVICE	73.16
		INTERNAL REVENUE SERVICE	FICA	298.18
			Medicare	69.74
		ICMA	Retirement 401	256.30
		AT&T MOBILITY-CELLS	PARK CELL PHONE	89.13
		AMEREN MISSOURI	PARK RD SIGN 12/12-1/15/19	91.88
			PARK MAINT BLDG 12/13-1/16	159.42
			PARK DISPLAY C 12/12-1/16/	11.24
			PARK SOCCER FLDS 12/13-1/1	21.43
			PARK DISPLAY D 12/12-1/15/	11.24
			PARK BALL FIELDS 12/13-1/1	956.16
			PARK DISPLAY B 12/13-1/16/	16.06
			PARK DISPLAY A 12/13-1/16/	11.24
			PARK IRRG PUMP 12/12-1/15/	13.27
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.19
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	7.74
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	4.54
			Group Life Ins and Buy Up	4.54
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	0.25
			TOTAL:	5,288.12
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		INTERNAL REVENUE SERVICE	FICA	139.68
			Medicare	32.67
		ICMA	Retirement 401	141.19
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.58
			Group Life Ins and Buy Up	4.58
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
		LAKE OZARK SNAP PHOTOBOOTH	PHOTO BOOTH-EMPLOYEE DINNE	745.00
		BAKER, BYRON	BAND FOR APPRECIATION DINN	1,500.00
			TOTAL:	3,719.16
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CONTRACTUAL	57.26
			TOTAL:	57.26
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	495.20
			Dental Insurance Premiums	495.20
			Dental Insurance Premium	88.80
			Dental Insurance Premium	88.80
			Health Insurance Contribut	1,106.15
			Health Insurance Contribut	1,106.15

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	5,234.13
			Health Insurance Contribut	5,234.13
			Health Insurance Contribut	2,978.94
			Health Insurance Contribut	2,978.94
			Vision Insurance Contribut	50.40
			Vision Insurance Contribut	50.40
			Vision Insurance Contribut	9.80
			Vision Insurance Contribut	9.80
			Vision Insurance Contribut	27.44
			Vision Insurance Contribut	27.44
		INTERNAL REVENUE SERVICE	FICA	2,757.76
			Medicare	644.96
		ICMA	Retirement 401	2,599.55
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	21.40
			Group Dependent Life Ins	21.40
			Group Life Ins and Buy Up	52.92
			Group Life Ins and Buy Up	52.92
			Group Life Ins and Buy Up	49.40
			Group Life Ins and Buy Up	49.40
			Short Term Disability Ins	116.00
			Short Term Disability Ins	116.00
			Short Term Disabiilty Ins	15.28
			Short Term Disabiilty Ins	15.28
			TOTAL:	27,806.49
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	185.70
			Dental Insurance Premiums	185.70
			Dental Insurance Premium	53.28
			Dental Insurance Premium	53.28
			Health Insurance Contribut	442.46
			Health Insurance Contribut	442.46
			Health Insurance Contribut	1,744.71
			Health Insurance Contribut	1,744.71
			Health Insurance Contribut	992.98
			Health Insurance Contribut	992.98
			Vision Insurance Contribut	22.40
			Vision Insurance Contribut	22.40
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		INTERNAL REVENUE SERVICE	FICA	680.28
			Medicare	159.11
		ICMA	Retirement 401	556.48
		CHARTER COMMUNICATIONS HOLDING CO LLC	COM INTERNET	99.98
			COM CONTRACTUAL	28.63
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	375.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	30.24
			Group Life Ins and Buy Up	30.24

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	52.20
			Short Term Disability Ins	52.20
			Short Term Disabiilty Ins	4.79
			Short Term Disabiilty Ins	4.79
			TOTAL:	9,087.06
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
		INTERNAL REVENUE SERVICE	FICA	163.14
			Medicare	38.15
		ICMA	Retirement 401	160.51
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.30
			Group Life Ins and Buy Up	5.30
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,516.02
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	992.98
			Health Insurance Contribut	992.98
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		INTERNAL REVENUE SERVICE	FICA	243.57
			Medicare	56.96
		ICMA	Retirement 401	241.33
		AT&T INTERNET/IP SERVICES	LCF INTERNET 1/19-2/18/19	1,242.01
			CH & GG INTERNET 1/19-2/18	2,414.49
			PARK INTERNET 1/19-2/18/19	882.26
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	279.97
		AT&T MOBILITY-CELLS	POLICE & AMB LAPTOP 12/13-	1,262.76
			IT DEPT CELL PHONES	46.23
			INTERNET CONNECTION	3.47
		HSA BANK	HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	11.85
			Group Life Ins and Buy Up	11.85
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			TOTAL:	8,937.77
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	87.88
			Dental Insurance Premiums	87.88
			Health Insurance Contribut	93.30
			Health Insurance Contribut	93.30
			Health Insurance Contribut	91.74
			Health Insurance Contribut	91.74
			Health Insurance Premiums	259.59
			Health Insurance Premiums	259.59
			Vision Insurance Contribut	14.95

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	14.95
			Vision Insurance Contribut	5.14
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	10.48
			Vision Insurance Contribut	10.48
		MO DEPT OF REVENUE	State Withholding	243.43
		INTERNAL REVENUE SERVICE	Fed WH	835.98
			FICA	845.73
			Medicare	197.79
		LEGALSHIELD	Pre-Paid Legal Premiums	3.22
			Pre-Paid Legal Premiums	3.22
		ICMA	Retirment 457 &	357.41
			Retirement 457	163.21
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	65.80
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	186.92
			American Fidelity	187.84
			Amerian Fidelity	35.91
			Amerian Fidelity	35.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.62
			Texas Life After Tax	12.62
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	299.65
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	18.57
			Group Life Ins and Buy Up	18.57
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	76.13
			TOTAL:	4,838.27
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	206.14
			Dental Insurance Premiums	206.14
			Dental Insurance Premium	23.07
			Dental Insurance Premium	23.80
			Health Insurance Contribut	287.33
			Health Insurance Contribut	296.45
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	1,489.47
			Health Insurance Contribut	1,489.46
			Health Insurance Premiums	571.49
			Health Insurance Premiums	571.49
			Vision Insurance Contribut	14.96
			Vision Insurance Contribut	14.96
			Vision Insurance Contribut	5.16
			Vision Insurance Contribut	5.24
			Vision Insurance Contribut	10.47
			Vision Insurance Contribut	10.46
		ALLIED SERVICES LLC	TRANS TRASH SERVICE	38.59
		INTERNAL REVENUE SERVICE	FICA	845.69
			Medicare	197.81
		ICMA	Retirement 401	822.68
		CARD SERVICES 0248	CASTER SWIVEL WHEELS	7.99
			UTILITY LIGHTS,BUSHING-TRK	59.83
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	117.44
		DONALD MAGGI, INC	MACE RD IMPROVEMENTS	49,259.09
		LEIGH III, AUDREY W	MILEAGE REIMB 1/16-1/22/19	11.60

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.85
			Flexible Spending Accts -	13.85
		AMEREN MISSOURI	KK DR LTG 1/3-2/1/19	114.31
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	399.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.50
			Group Dependent Life Ins	8.56
			Group Life Ins and Buy Up	18.80
			Group Life Ins and Buy Up	18.98
			Group Life Ins and Buy Up	14.55
			Group Life Ins and Buy Up	14.51
			Short Term Disability Ins	34.81
			Short Term Disability Ins	34.78
			Short Term Disabiilty Ins	12.42
			Short Term Disabiilty Ins	12.67
			TOTAL:	60,074.62
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.51
			Dental Insurance Premiums	74.51
			Health Insurance Contribut	93.29
			Health Insurance Contribut	93.29
			Health Insurance Contribut	60.85
			Health Insurance Contribut	60.85
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	3.27
			Vision Insurance Contribut	3.26
			Vision Insurance Contribut	2.58
			Vision Insurance Contribut	2.58
		MO DEPT OF REVENUE	WATER SALES TAX	2,958.80
			State Withholding	224.35
		INTERNAL REVENUE SERVICE	Fed WH	821.29
			FICA	714.65
			Medicare	167.14
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	54.87
			Retirement 457	126.46
			Loan Repayments	44.36
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	135.10
			American Fidelity	135.10
			Amerian Fidelity	49.03
			Amerian Fidelity	49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.24
			Texas Life After Tax	12.24
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	18.57
			Group Life Ins and Buy Up	18.57

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	76.13
			TOTAL:	6,363.01
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.88
			Dental Insurance Premiums	174.88
			Dental Insurance Premium	23.72
			Dental Insurance Premium	23.62
			Health Insurance Contribut	295.50
			Health Insurance Contribut	294.24
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	988.03
			Health Insurance Contribut	988.01
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	3.27
			Vision Insurance Contribut	3.26
			Vision Insurance Contribut	2.59
			Vision Insurance Contribut	2.58
		ALLIED SERVICES LLC	WATER TRASH SERVICE	38.59
		INTERNAL REVENUE SERVICE	FICA	714.68
			Medicare	167.17
		ICMA	Retirement 401	709.86
		CARD SERVICES 0248	CASTER SWIVEL WHEELS	7.98
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	301.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.85
			Flexible Spending Accts -	13.85
		AMEREN MISSOURI	WELL #2 12/30-1/29/19	300.34
			SWISS VILG WELL 12/30-1/29	2,076.95
		MANKEY, KYLE	MILEAGE REIMB 1/23-1/29/19	87.00
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	324.00
		DEVORE, CALEB	REIMB HAZMAT LICENSE FEE	71.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.45
			Group Dependent Life Ins	7.46
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	7.02
			Group Life Ins and Buy Up	6.98
			Short Term Disability Ins	28.90
			Short Term Disability Ins	28.88
			Short Term Disabiilty Ins	12.13
			Short Term Disabiilty Ins	12.13
		STOUFER, TOMMIE L	REIMB HAZMAT LICENSE	70.00
			TOTAL:	10,835.94
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.22
			Dental Insurance Premiums	88.22
			Health Insurance Contribut	93.69
			Health Insurance Contribut	93.69
			Health Insurance Contribut	122.63
			Health Insurance Contribut	122.63
			Vision Insurance Contribut	14.95
			Vision Insurance Contribut	14.95

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	5.24
			Vision Insurance Contribut	6.54
			Vision Insurance Contribut	6.54
		FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
		MO DEPT OF REVENUE	State Withholding	469.22
		INTERNAL REVENUE SERVICE	Fed WH	1,439.20
			FICA	976.93
			Medicare	228.48
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	65.58
			Retirement 457	253.52
			Loan Repayments	45.71
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	84.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	126.01
			American Fidelity	126.01
			Amerian Fidelity	37.91
			Amerian Fidelity	37.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	27.74
			Texas Life After Tax	27.74
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	189.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.14
			Group Life Ins and Buy Up	19.14
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	78.43
			TOTAL:	5,191.69
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	207.03
			Dental Insurance Premiums	207.03
			Dental Insurance Premium	41.18
			Dental Insurance Premium	41.38
			Health Insurance Contribut	512.93
			Health Insurance Contribut	515.46
			Health Insurance Contribut	1,360.87
			Health Insurance Contribut	1,360.87
			Health Insurance Contribut	1,990.91
			Health Insurance Contribut	1,990.94
			Vision Insurance Contribut	14.94
			Vision Insurance Contribut	14.94
			Vision Insurance Contribut	5.20
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	6.54
			Vision Insurance Contribut	6.56
		ALLIED SERVICES LLC	SEWER TRASH SERVICE	38.59
		INTERNAL REVENUE SERVICE	FICA	976.94
			Medicare	228.43
		ICMA	Retirement 401	967.56
		CARD SERVICES 0248	CASTER SWIVEL WHEELS	7.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	371.19
		EARP, NATHAN	MILEAGE REIMB 1/23-1/30/19	62.64
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.43
			American Fidelity	3.43
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flexible Spending Accts -	3.56
		DUNCAN, CHRIS	MILEAGE REIMB 1/16-1/23/19	36.54
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,563.47
			GRINDER PUMPS & LIFT STATI	4,321.60
			GRINDER PUMPS & LIFT STATI	6,173.82
			5874 HWY 54 12/30-1/29/19	13.02
			1075 RUNABOUT 12/27-1/28/1	20.03
		HSA BANK	HSA Contribution	87.37
			HSA Family/Dep. Contributi	476.25
		LIEDEL JR., BRIAN	MILEAGE REIMB 1/30-2/6/19	31.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.61
			Group Dependent Life Ins	8.59
			Group Life Ins and Buy Up	22.63
			Group Life Ins and Buy Up	22.63
			Group Life Ins and Buy Up	18.74
			Group Life Ins and Buy Up	18.82
			Short Term Disability Ins	40.69
			Short Term Disability Ins	40.74
			Short Term Disabiilty Ins	12.88
			Short Term Disabiilty Ins	12.88
			TOTAL:	24,879.95
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	39.57
			Dental Insurance Premiums	39.57
			Health Insurance Contribut	80.08
			Health Insurance Contribut	80.08
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		MO DEPT OF REVENUE	State Withholding	287.00
		INTERNAL REVENUE SERVICE	Fed WH	813.40
			FICA	701.39
			Medicare	164.04
		ICMA	Loan Repayment	57.01
			Retirement 457 &	54.35
			Retirement 457	15.00
			Loan Repayments	122.24
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	103.00
			American Fidelity	103.00
			Amerian Fidelity	64.43
			Amerian Fidelity	64.43
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	95.00
			Flexible Spending Accts -	95.00
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	3,141.67
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.85
			Dental Insurance Premiums	92.85
			Dental Insurance Premium	35.52
			Dental Insurance Premium	35.52
			Health Insurance Contribut	442.46
			Health Insurance Contribut	442.46
			Health Insurance Contribut	1,163.14

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,163.14
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		INTERNAL REVENUE SERVICE	FICA	701.39
			Medicare	164.04
		ICMA	Retirement 401	573.97
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CONTRACTUAL	28.63
		AT&T MOBILITY-CELLS	POLICE & AMB LAPTOP 12/13-	86.46
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.42
			Group Dependent Life Ins	6.42
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	3.97
			Group Life Ins and Buy Up	3.97
			Short Term Disability Ins	23.20
			Short Term Disability Ins	23.20
			Short Term Disabiilty Ins	9.24
			Short Term Disabiilty Ins	9.24
			TOTAL:	5,429.81
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	21.10
			Dental Insurance Premiums	21.10
			Health Insurance Contribut	64.06
			Health Insurance Contribut	64.06
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
		MO DEPT OF REVENUE	LCF SALES TAX	587.59
			State Withholding	51.80
		INTERNAL REVENUE SERVICE	Fed WH	172.62
			FICA	265.13
			Medicare	62.00
		ICMA	Retirement 457	89.00
			Loan Repayments	44.51
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	37.13
			American Fidelity	37.13
			Amerian Fidelity	14.94
			Amerian Fidelity	14.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	1,595.91
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	49.52
			Dental Insurance Premiums	49.52
			Dental Insurance Premium	17.76
			Dental Insurance Premium	17.76
			Health Insurance Contribut	221.23

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	221.23
			Health Insurance Contribut	930.51
			Health Insurance Contribut	930.51
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
		ALLIED SERVICES LLC	LCF TRASH SERVICE	35.42
		AMEREN MISSOURI	LCF RUNWAY LTS 12/28-1/29/	47.69
			LCF FIREHOUSE 12/28-1/29/1	359.71
		INTERNAL REVENUE SERVICE	FICA	265.13
			Medicare	62.00
		ICMA	Retirement 401	250.39
		DISH NETWORK	SERV 1/29-2/28/19	81.54
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.27
			Group Life Ins and Buy Up	7.27
			Short Term Disability Ins	9.28
			Short Term Disability Ins	9.28
			Short Term Disabiilty Ins	8.57
			Short Term Disabiilty Ins	8.57
			TOTAL:	3,822.22
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	31.66
			Dental Insurance Premiums	31.66
			Health Insurance Contribut	16.02
			Health Insurance Contribut	16.02
			Health Insurance Contribut	61.16
			Health Insurance Contribut	61.16
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		MO DEPT OF REVENUE	GG SALES TAX	34.07
			State Withholding	42.20
		INTERNAL REVENUE SERVICE	Fed WH	136.90
			FICA	180.56
			Medicare	42.23
		ICMA	Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.40
			American Fidelity	32.40
			Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	788.52
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SERV 12/19-1/22/19	70.80
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.28
			Dental Insurance Premiums	74.28
			Health Insurance Contribut	232.63

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	232.63
			Health Insurance Contribut	992.98
			Health Insurance Contribut	992.98
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		ALLIED SERVICES LLC	GG TRASH SERVICE	35.43
		AMEREN MISSOURI	GG AP HANGAR 12/30-1/29/19	30.74
			AP RD TBLC EXT D 12/30-1/2	368.76
			GG AP SHOP 12/30-1/29/19	53.98
			GG AP 12/30-1/29/19	13.10
			TBLC EXT D GG 12/30-1/29/1	28.09
			GG AP HANGAR 1/30-1/29/19	19.71
			GG AP SLEEPY 12/30-1/29/19	19.95
		INTERNAL REVENUE SERVICE	FICA	180.56
			Medicare	42.23
		ICMA	Retirement 401	182.46
		HSA BANK	HSA Family/Dep. Contributi	180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	1.97
			Group Life Ins and Buy Up	1.97
			Short Term Disability Ins	8.12
			Short Term Disability Ins	8.12
			Short Term Disabiilty Ins	4.28
			Short Term Disabiilty Ins	4.28
			TOTAL:	3,894.75

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

10	General Fund	114,328.35
20	Transportation	64,912.89
30	Water Fund	17,198.95
35	Sewer Fund	30,071.64
40	Ambulance Fund	8,571.48
45	Lee C. Fine Airport Fund	5,418.13
47	Grand Glaize Airport Fund	4,683.27
	GRAND TOTAL:	245,184.71

TOTAL PAGES: 15

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	JANINE'S FLOWERS INC	FLOWERS - S. HINES	58.00
			FLOWERS - S. HINES	85.00
		MO MUNICIPAL LEAGUE	2019 LEGISLATIVE CONF-R.RO	135.00
		CAMDENTON AREA CHAMBER OF COMMERCE	EGGS ISSUES-R. ROSS	15.00
			TOTAL:	293.00
City Administrator	General Fund	MO MUNICIPAL LEAGUE	2019 MCMA WRKSHP-WOODS,WEL	200.00
			VIDEOGRAPHER WEBINAR-J.WOO	10.00
		CAMDENTON AREA CHAMBER OF COMMERCE	EGGS ISSUES-J.WOODS, M.WE	30.00
		STAPLES BUSINESS ADVANTAGE	CALENDAR & STAPLES	14.10
			TOTAL:	254.10
City Clerk	General Fund	CAMDEN COUNTY CLERK	2019 MUNICIPAL ELECTION	5,081.64
		STAPLES BUSINESS ADVANTAGE	MOUSE,CALENDAR,POST-ITS	59.46
			TOTAL:	5,141.10
City Treasurer	General Fund	TYLER TECHNOLOGIES INC	1099 PROCESS TRAINING WEBI	137.50
			W-2 TRAINING WEBINAR	137.50
			TOTAL:	275.00
Municipal Court	General Fund	TYLER TECHNOLOGIES INC	RECEIPT PRINTER-COURT ROOM	1,050.00
			TOTAL:	1,050.00
Building Inspection	General Fund	MACA	MACA SPRING SMNR-PHELPS,OL	230.00
		AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	48.02
			TOTAL:	278.02
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	SOAP & DISPENSER	26.96
		AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATES - T. BERRETH	37.76
		CONSOLIDATED ELECTRICAL DISTR, INC	BULBS	61.20
			LIGHT BULBS	19.74
		PRAIRIEFIRE COFFEE & ROASTERS	CH WATER COOLER RENTAL	38.51
			COFFEE & HOT COCOA	104.85
		STAPLES BUSINESS ADVANTAGE	PAPER,RENUZIT, TRASH BAGS	301.96
			TISSUE	95.02
		CROWN LINEN SERVICE INC	CITY HALL FLOOR MATS	58.86
			TOTAL:	744.86
Parks	General Fund	RAPID SIGNS	PARKING SIGNS - PEANICK PA	66.00
		TALLMAN COMPANY	TOILET SEATS-PEANICK PARK	68.67
		XGRASS LLC	PEANICK BATTER BOX MATTING	2,583.46
			TOTAL:	2,718.13
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE-EMPLOYMENT SCREENING	40.00
		TAN TAR A STATE ROAD LLC DBA TAN TAR A	EMPLOYEE APPECIATION DINNE	6,040.22
			TOTAL:	6,080.22
Overhead	General Fund	ELECTRONICS UNLIMITED	PHONE SWITCH OVER LABOR	4,946.61
			PHONE MAINT FOR SWITCH OVE	393.75
		DATA FLOW	EMPLOYER COPY W-2'S	73.04
		MO DEPT OF LABOR & IND RELATIONS	2018 4TH QTR UNEMPLOYMENT	3,172.22
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL	226.42
		TOWNER ELECTRONICS INC	PHONE SYSTEM INSTALL	5,904.44
			PHONE SYSTEM INSTALL	1,462.98
		MITEL CLOUD SERVICES INC	CITY PHONE SERV 1/16-3/31/	6,646.57
			ONE TIME SETUP FEE	3,167.34

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	25,993.37
Police	General Fund	LEON UNIFORM CO INC	UNIFORMS-S. RINER	402.00
		MO STATE HWY PATROL	EVOC INST TRNG SCHOOL-SALE	670.00
		LAKE OF THE OZARKS MAJOR CASE SQUAD	2019 AGENCY DUES	100.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE-PD 16	65.00
			NEW BATTERY & OIL CHG-PD 1	250.91
			NEW BATTERY & OIL CHG-PD 2	250.91
			OIL CHANGE-PD 32	65.00
		BEISHIR LOCK & SECURITY	FACILITY ACCESS CARDS	311.50
		STAPLES BUSINESS ADVANTAGE	SHARPIES	8.30
			CD/DVD'S	12.60
			FOLDERS,FILE POCKET,COPY H	41.10
			TAPE & COPY PAPER	74.98
			PENS,CALENDAR & STAPLER	42.31
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE	202.87
		DTOMC LLC	HELMERICHS,JACKSON,LEEPER	300.00
			LOWE & RINER	200.00
		AMAZON CAPITAL SERVICES INC	DVD R SPINDLE	128.05
			TOTAL:	3,125.53
911 Center	General Fund	WIRELESS USA INC	FEB SERVICE CONTRACT	225.00
		NATL ACADEMIES OF EMERGENCY DISPATCH D	ETC-1 RECERT-K. ASANTE	90.00
		MO STATE HWY PATROL	MULES CHRGS JANUARY-MARCH	210.00
		STAPLES BUSINESS ADVANTAGE	COPY STAMP	3.98
		WEST SAFETY SOLUTIONS CORP	V-VAAS MONTHLY FEE 2/3-3/2	3,525.00
			TOTAL:	4,053.98
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	BOA-1202 PROCTER DRIVE	67.50
			TOTAL:	67.50
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME	406.25
		D&B POWER ASSOCIATES INC	SYMMETRA LX POWER MODULE	1,826.51
		ALEXANDER OPEN SYSTEMS INC	CONFIGURE JUNIPER SWITCH	367.50
			BACKUP STORAGE REFRESH	245.00
		AMAZON CAPITAL SERVICES INC	RETURN PHONE CASE-M.BEAN	22.23-
			COLOR PRINTER FOR PARK	249.00
			TOTAL:	3,072.03
Economic Development	General Fund	VACATION NEWS	JAN CALENDAR BILLING	160.00
		HOLIDAYGOO INC	CANDY FILLED EASTER EGGS	3,272.50
			TOTAL:	3,432.50
Transportation	Transportation	EZARDS	BULB	8.00
			LIGHT CONTROL FOR PW BLDG	11.99
			CHAIN FILE & WHEEL GRINDER	20.97
		PURCELL TIRE & RUBBER CO	NEW TIRE-TRUCK 61	268.45
			NEW TIRES-TRUCK 59	1,444.33
		MEEKS BUILDING CENTER	CONCRETE FOR SIGN POSTS	25.74
		FASTENCO INC	JIC SWIVEL,HYD HOSE,HOSE M	117.79
		FASTENAL CO	GLOVES	40.45
			PB DOM P8, TOP LK GR C	28.66
			SAFETY GLASSES	5.10
			PARTS FOR TRAILER T10	9.36
			PARTS FOR STREET SIGNS	24.21
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	41.51

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANS DEPT FLOOR MATS	4.97
			TRANS DEPT UNIFORMS	41.51
			TRANS DEPT FLOOR MATS	4.97
		GB MAINTENANCE SUPPLY	PAPER TOWELS	8.52
		KNAPHEIDE TRUCK INC	QUICK COUPLER-TRUCK 54	69.48
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTER-TRKS 57 & 62	29.74
			CONNECTOR,SPLICE,LIGHT-TRK	41.46
			PAPER ALL TRUCKS	11.98
			PAPER & AIR FILTER-TRUCK 5	20.82
			WASHER NOZZLE-TRUCK 54	47.74
			DIESEL SUPPLEMENT	35.98
			GLASS CLEANER, PIN & CLIP	47.91
			SEMI MET PAD - TRUCK 53	85.64
			CONNECTOR-TRAILER T10	3.99
			DROP LT & LED LT-TRUCK 53	40.58
			ABSORBENT, BREAK CLEAN-TRK	27.52
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS FOR STREET BUILDING	44.58
			PARTS FOR STREET BUILDING	15.68
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOA, CREAMER	36.88
		BUTLER SUPPLY CO	LIGHT BULBS	73.34
			BULBS	10.05
		CAMDEN COUNTY RECORDER OF DEEDS	DEEDS FOR EASEMENTS	7.00
			DEEDS FOR EASEMENTS	4.00
			PLATS	8.00
		DULLE OVERHEAD DOORS INC	PW SERVICE DOOR & REMOTES	68.58
		PRECISION AUTO & TIRE SERVICE LLC	REPLACE BLOWER MOTOR-MO 2	36.16
		STAPLES BUSINESS ADVANTAGE	PENS,FILES,STENO,POST-ITS,	25.50
			PHONE REST	9.00
			COPY PAPER,LEGAL PADS,CARD	28.49
		DREDGING INC DBA SCOTTS CONCRETE	CONCRETE-PASSOVER ROUND AB	18.00
		XEROX CORPORATION DBA XEROX FINANCIAL	TRANSPORTATION	75.47
		BARTLETT & WEST INC	MACE RD PHASE 2 12/29-1/25	4,260.00
		AMAZON CAPITAL SERVICES INC	RETURN CORDURA POUCH	8.43-
			CORDURA POUCH	8.43
		HIGGINS ASPHALT PAVING CO INC	ASPHALT	512.75
			TOTAL:	7,802.85
Water	Water Fund	EZARDS	BULB	7.99
			PARTS FOR TRUCK 52	13.55
		FASTENAL CO	LYNCH PINS FOR WATER TRAIL	6.02
			1/4X1-3/4RD SW SNPN	1.51
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.60
			WATER DEPT FLOOR MATS	4.97
			WATER DEPT UNIFORMS	28.60
			WATER DEPT FLOOR MATS	4.96
		GB MAINTENANCE SUPPLY	PAPER TOWELS	8.53
		HDR INC	SWISS VLG WELL 11/25-12/29	5,222.50
		GOEHRI, GEORGE	FEB INS PREMIUM	50.20
		MO ONE CALL SYSTEM INC	LOCATES	57.85
		O'REILLY AUTOMOTIVE STORES INC	TRAILER LIGHT-WATER TRAILE	43.99
			GREASE CAP-WATER TRAILER	5.04
			CONNECTOR-WATER TRAILER	10.99
			ABSORBENT	9.49
		POSTMASTER	FEB 2019 UTILITY BILL MAIL	400.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOA, CREAMER	36.88
		BUTLER SUPPLY CO	LIGHT BULBS	73.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BULBS	10.04
		DAM STEEL SUPPLY	PARTS FOR WATER DEPT TRAIL	130.00
		DULLE OVERHEAD DOORS INC	PW SERVICE DOOR & REMOTES	68.58
		PRECISION AUTO & TIRE SERVICE LLC	REPLACE BLOWER MOTOR-MO 2	36.17
		MAGRUDER LIMESTONE CO INC	GRAVEL-BROAD WATER	38.07
		STAPLES BUSINESS ADVANTAGE	PENS,FILES,STENO,POST-ITS,	25.49
			COPY PAPER,LEGAL PADS,CARD	28.48
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER	75.47
		AMAZON CAPITAL SERVICES INC	RETURN CORDURA POUCH	8.43-
			CORDURA POUCH	8.43
		ONE TIME VENDOR A K SMALL ENGINES, LLC	REPAIR STIHL SAW	135.53
			TOTAL:	6,562.83
Sewer	Sewer Fund	EZARDS	VISE GRIP CLAMP FOR WELDIN	24.99
			SUPPLIES FOR LAZY DAYS STA	18.36
			PLUG FOR LEAK-54-17	3.99
			BULB	8.00
		PLUMB SUPPLY CO	WET SET CEMENT	14.33
		FASTENCO INC	PLUMBING PARTS	92.84
		RP LUMBER INC	STOCK CHAIN	279.98
		FASTENAL CO	CONCRETE ANCHORS	26.18
			EPOXY & GUN FOR CONCRETE A	118.57
			BOLTS	4.58
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	41.51
			SEWER DEPT FLOOR MATS	4.96
			SEWER DEPT UNIFORMS	41.51
			SEWER DEPT FLOOR MATS	4.97
		GB MAINTENANCE SUPPLY	PAPER TOWELS	8.52
		MO ONE CALL SYSTEM INC	LOCATES	57.85
		TALLMAN COMPANY	PLUMBING PARTS	10.84
		MUNICIPAL EQUIPMENT CO	PROFILE GASKETS	998.80
			LIT REPAIR RMA D059	158.00
		O'REILLY AUTOMOTIVE STORES INC	ABSORBENT	155.76
			ABSORBENT, BREAK CLEAN-TRK	123.33
		POSTMASTER	FEB 2019 UTILITY BILL MAIL	400.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOA, CREAMER	36.89
		BUTLER SUPPLY CO	LIGHT BULBS	73.33
			BULBS	10.05
		DULLE OVERHEAD DOORS INC	PW SERVICE DOOR & REMOTES	68.57
		CORE & MAIN LP	GLOVES	194.78
		PRECISION AUTO & TIRE SERVICE LLC	REPLACE BLOWER MOTOR-MO 2	36.16
		STAPLES BUSINESS ADVANTAGE	PENS,FILES,STENO,POST-ITS,	25.49
			COPY PAPER,LEGAL PADS,CARD	28.48
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER	75.47
		AMAZON CAPITAL SERVICES INC	RETURN CORDURA POUCH	8.42-
			CORDURA POUCH	8.42
		ONE TIME VENDOR A K SMALL ENGINES, LLC	REPAIR STIHL SAW	10.00
			TOTAL:	3,157.09
Ambulance	Ambulance Fund	AIRGAS INC	OXYGEN	189.16
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	672.00
			TOTAL:	861.16
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF JET FUEL	12,211.59
			LCF EQUIPMENT & SATELLITE	46.00
		LOCKTON COMPANIES LLC	LCF & GG INS POLICY 1/18-1	2,781.50

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DBT TRANSPORTATION SERVICES LLC	NAVAIDS QUARTERLY 2/19-4/1	2,650.00
			TOTAL:	17,689.09
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIPMENT & SATELLITE F	46.00
		LOCKTON COMPANIES LLC	LCF & GG INS POLICY 1/18-1	2,781.50
			TOTAL:	2,827.50

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

10	General Fund	56,579.34
20	Transportation	7,802.85
30	Water Fund	6,562.83
35	Sewer Fund	3,157.09
40	Ambulance Fund	861.16
45	Lee C. Fine Airport Fund	17,689.09
47	Grand Glaize Airport Fund	2,827.50
	GRAND TOTAL:	95,479.86

TOTAL PAGES: 5

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 02/21/19
Originator: ***(Name/Title)*** Nicholas Edelman, Public Works Director
Date Submitted: 02/07/19

Agenda Item Title:

Bill 19-03 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Construction Contract OB19-001 with Maguire Iron, Inc. for Bluff Water Tower Repaint.

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

Requested Action:

- ☐ **Motion to Approve**
- ☐ **First Reading of Bill #** ______
- ☑ **Second Reading of Bill #** 19-03
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ◉ NO ○

If no, provide funding source: ______

Budget Line Item/Title: 30-00-774269 Tower & Well Improvements

FY 19 **Budgeted Amount:**	$ 380,000.00
Expenditures to Date 01/18/19:	($ 0.00)
Available:	$ 380,000.00
Requested Amount:	$ 251,800.00

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-03, Bid Tab, Agreement

Department Comments and Recommendation:

This project is to repaint Bluff Water Tower. We will be painting the interior wet and dry and the exterior.

Bids were opened on January 8th. There were six bidders. The low bidder is Maguire Iron, Inc. with a bid amount of $251,800.00.

We have done work with Maguire Iron, Inc. in the past but it has been over 5 years. We checked references and they came back good.

The Public Works Department recommends approval.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on February 7, 2019.

Per City Code 110.230, Bill 19-03 is in correct form as per City Attorney.

This is a FY2019 Operating Budget item; funded through the depreciation and replacement funds we self-restrict.

I concur with the Public Work Director's recommendation.

BILL NO. 19-03 ORDINANCE NO. 19-03

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-001 WITH MAGUIRE IRON, INC. FOR THE REPAINTING OF THE BLUFF ROAD WATER TOWER

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-001 with Maguire Iron, Inc. for the repainting of the Bluff Road water tower, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed two hundred fifty-one thousand, eight hundred dollars and no/100 dollars ($251,800.00).

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

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

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

I hereby certify that the above Ordinance No. 19.03 was duly passed on _______, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstain: Absent:

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

_____________________ _____________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.03.

____

John Olivarri, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

BID TABULATION
City of Osage Beach, MO
Bluff Water Tower Repainting

Osage Beach Project # OB19-001

Bids				Maguire Iron, Inc.		Central Tank Coatings, Inc.		Utility Service Co., Inc.		Viking Painting, LLC		SES Infrastructure Services LLC		TMI Coatings, Inc.	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Painting interior/exterior of Bluff Water Tower including Artwork & Lettering on two sides	1	LS	$246,800.00	$ 246,800.00	$275,000.00	$ 275,000.00	$283,400.00	$ 283,400.00	$289,520.00	$ 289,520.00	$325,000.00	$ 325,000.00	$663,000.00	$ 663,000.00
2	Force Account	1	LS	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00
	Total Bid				$251,800.00		$280,000.00		$288,400.00		$294,520.00		$330,000.00		$668,000.00

AGREEMENT

THIS AGREEMENT, made and entered into this ___________ day of________________________, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Maguire Iron, Inc.** a Corporation, of the State of South Dakota, qualified to do business in the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

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

BLUFF WATER TOWER REPAINT

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two hundred fifty-one thousand, eight hundred dollars and zero cents ($251,800.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

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

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

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

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

SIGNATURE: ATTEST:

____
Owner, Party of the First Part

____
City Clerk

By ______________________________
Name and Title

(SEAL)

* *

LICENSE or CERTIFICATE NUMBER, if applicable ______________________________

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

____
Contractor, Party of the Second Part

By ______________________________
Name and Title

IF A CORPORATION ATTEST:

____
Contractor, Party of the Second Part

____
Secretary

By______________________________
Name and Title

(CORPORATE SEAL)

STATE OF______________________________
COUNTY OF______________________________

On This _______ day of ____________________, 2019, before me appeared ________________________ to me personally known who, being by me duly sworn, did say that he/she is the ________________________ _______of
Maguire Iron, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said ________________________ acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: ____________________

____
Notary Public Within and For Said County and State

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/21/19

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

Date Submitted: 02/07/19

Agenda Item Title:

Bill 19-04 An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Central Bank of Lake of the Ozarks for the Option of Making Electronic Commercial Payments Directly to Vendors who Request the Service.

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

Requested Action:

- ☐ **Motion to Approve**
- ☐ **First Reading of Bill #** ______
- ☑ **Second Reading of Bill #** 19-04
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

432.010 R.S.Mo. Statue of frauds--contracts to be in writing

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ○ NO ◉

If no, provide funding source: Potential new revenue source, see attached.

Budget Line Item/Title: ______

FY____Budgeted Amount:	$ ______
Expenditures to Date______:	($______)
Available:	$ 0.00
Requested Amount:	$ ______

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-04; Commercial Payments Contract, Fee Schedule, Estimated Revenue Sheet

Department Comments and Recommendation:

Currently the City is increasingly receiving requests from vendors asking to be paid through an electronic option. This service "Commercial Payments" will provide an electronic payment option for City vendors, it will not be mandatory. Central Bank has a list of vendors already participating in this program and are willing to pay the fee to gain speed in payment and bookkeeping efficiencies. The City will receive from .4% to .6% from these transactions and reduce expenses associated with processing manual checks and postage cost.

The City will also gain an alternative credit card system for City staff that includes credit cards designed to meet the temporary, approved travel/training needs.

This final contract has been reviewed, modified by the City Attorney with agreement and changes made by Central Bank.

City Treasurer recommends approval of this contract and utilization of this technology.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on February 7, 2019.

Per City Code 110.230, Bill 19-04 is in correct form as per City Attorney.

This will be an added service to both our vendors and to the city as we expect benefit through expenditure and time savings. I concur with the City Treasurer's recommendation.

BILL NO. 19.04 ORDINANCE NO. 19.04

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CENTRAL BANK OF THE LAKE OF THE OZARKS FOR THE OPTION OF MAKING ELECTRONIC COMMERCIAL PAYMENTS DIRECTLY TO VENDORS WHO REQUEST THE SERVICE

WHEREAS, the City has increased requests from vendors asking to be paid through electronic option; and

WHEREAS, Central Bank of the Lake of the Ozarks will provide an electronic payment option for City vendors,

WHEREAS, the City of Osage Beach will receive from .4% to .6% from these transactions; and

WHEREAS, the City will reduce expenses associated with processing manual checks and postage cost.

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 electronic commercial payments 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: February 7, 2019 READ SECOND TIME: February 21, 2019

I hereby certify that the above Ordinance No. 19.04 was duly passed on _______by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstain Absent:

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

_______________ ___________________________________

Date Tara Berreth City Clerk

Approved as to form:

____
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.04.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

Commercial Payments Application

Central Bank of Lake of the Ozarks
Officer #H012023

Please Mail Completed Application to
BankCard Services
P.O. Box 779, Jefferson City, MO 65102

1. Your Business Information

Name of Business (as you would like it to appear on your card(s))
City of Osage Beach

Legal Name of Business (if different from above)

Taxpayer ID Number: 43-0887515
Phone Number: 573-302-2000

Business Mailing Address
1000 City Parkway

Business Mailing City, State Zip
Osage Beach, MO 65065

Physical Address

Physical City, State Zip

Gross Annual Revenue $ | Years in Business | Number of Employees

Card Administrator Name | Card Administrator Email

Business Credit Line Requested $

Type of Business: ☐ Professional ☐ Service ☐ Retail ☐ Manufacturing ☐ Sales ☒ Other

Product/Services Sold: Municipality

Legal Structure *: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ LLC ☒ Other

* We reserve the right to request additional financial information from the company or guarantor.

2. Central Bill Information (Create this page in duplicate, if multiple Central Bills)

Bank Information

ACH Account Number | Routing Number

Bank Name

Bill Cycle
☐ Prefunded AP ☐ Weekly ☐ Semi-Monthly ☐ Monthly

Central Bill Credit Line $

Central Bill Product Type: ☐ **Accounts Payable** ☒ **MultiCard**

ACH Account Type
☒ DDA ☐ Savings

Statement Date (01-28) | ACH Auto Pay Day (01-15 bus. days)

Taxpayer ID Number (if different from above)

Central Bill Name

BANKCARD SERVICES CERTIFICATION AND DIRECTIVE

The undersigned representative(s) (whether one or more, the "Representative") of the below named Company (the "Company") hereby certifies to BankCard Services ("BankCard Services") on behalf of Company that the following certificate and directive have (i) been approved by the authorized governing body of or the individuals comprising Company in accordance with the organizational documents of Company, and (ii) not been amended, modified or revoked as of the date hereof.

Certification

1. The name of Company is City of Osage Beach.
2. The physical address of Company is 1000 City Parkway, Osage Beach.
3. The federal tax identification number of Company is 43-0887515.
4. Company is, and at all times shall be, duly organized and validly existing under the laws of the state of its origin and the state where Company is located.
5. Company has the full power and authority to enter into and perform any and all agreements incidental to the bank card services provided to Company by BankCard Services and to authorize the persons designated herein to transact business on behalf of Company in connection with such bank card services.
6. Company has duly authorized the Representative to complete the Certification and Directive on behalf of Company.
7. Company will promptly notify BankCard Services in writing at the address first given above (or such other address as BankCard Services may designate from time to time) prior to: (a) any change in Company's name; (b) any change in Company's assumed business name; (c) any modification or rescission of the Directive below; or (d) any change in any other aspect of Company that directly or indirectly relates to any agreements between Company and BankCard Services.

Directive

1. BankCard Services is designated as Company's provider of bank card services subject to such terms, conditions, rules and regulations of BankCard Services governing bank card services from time to time, and Company's agreement with such terms, conditions, rules and regulations shall be conclusively presumed by Company's use of the bank card services;
2. All acts and things known to the company done prior to the date hereof by or on behalf of Osage Beach (Company) in connection with the bank card services are hereby ratified, confirmed, and approved;
3. Any and all prior agreements by the Company concerning the bank card services continue in full force and effect as supplemented or modified herein.

4. Company, as the person named below (the "Authorized Person) shall deem necessary or desirable, shall enter into and deliver such instruments, documents, agreements, and other writing as in the opinion of the Authorized Person may be necessary or desirable to obtain the bank card services (the "BankCard Documents"). The Authorized Person is hereby authorized and directed to enter into and deliver on behalf of Company, as the Authorized Person may deem necessary or desirable, any and all of the BankCard Documents contemplated by these Resolutions, each BankCard Document to be in a form and content satisfactory to the Authorized Person, such satisfaction to be conclusively evidenced by the Authorized Person's execution of the same, and to do all such acts and things as in the opinion of the Authorized Person may be necessary or desirable in connection with the bank card services. The Authorized Person may act on behalf of the Company without the joinder of any other person. In addition, Company appoints the below person (the "Relationship Manager") to serve as the single point of contact for Company with respect to the programs and have day-to-day authority for undertaking to confirm that Company fulfills its obligations hereunder in a timely manner.

The Authorized Person is as follows:

Name	Title	Signature
JEANA WOODS	CITY ADMINISTRATOR	
MIKE WELTY	ASST. CITY ADMINISTRATOR	
KARRI BELL	CITY TREASURER	
TARA BERRETH	CITY CLERK	

The Relationship Manager is as follows:

Name	Title	Signature

CONTINUING VALIDITY. This Certification and Authorization shall remain in full force and effect and BankCard Services may rely upon it until written notice of its revocation or amendment shall have been delivered to, received, and acknowledged by BankCard Services. Any such notice shall not affect any of Company's liabilities, obligations or agreements in effect at the time such notice is given.

BankCard Services may rely upon the foregoing Certification and Authorization in extending bank card products and services to Company.

IN WITNESS WHEREOF, the foregoing Certification and Authorization is executed and shall be effective on the date first stated below.

____
Date

____
Name: JEANA WOODS
Title: CITY ADMINISTRATOR

INTERNAL BANKCARD USE

ATTEST _______________
Name: _______________
Title: _______________

Accepted by BankCard Services on _______________, 201___

Commercial Card Service Agreement

This Commercial Card Service Agreement ("Agreement") is entered into by and between The Central Trust Bank, a Missouri trust company with its principal place of business in Jefferson City, Missouri ("Central Bank", "Bank", "we" or "our") and City of Osage Beach, the undersigned Customer ("Customer", "you" or "your") effective as of the date accepted by Bank as written on the signature page to this Agreement (the "Effective Date"). In consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Introduction

(a) Card Programs. The Central Bank Commercial Card is designed to handle all of an organization's purchasing, travel and entertainment, and fleet spending needs through a single card platform. Our Card (as hereinafter defined in Section 2(a)) programs offer a wide array of features and control options including merchant category and velocity controls that limit your Cardholders to or from a particular category of spending. Our Card programs are further defined by additional Internet Online Features that may be implemented upon your request.

(b) The Service. We, at your request have agreed to provide to you our commercial card services on the terms and subject to the conditions set forth in this Agreement (the "Service") and Exhibit E, the Addendum to the Commercial Card Service Agreement. The Service consists of the Account, the Cards and the related services described in this Agreement. The Service may only be used for business or commercial purposes and not for personal, family, household or other consumer purposes. This Agreement is not binding on us until one of our authorized officers has executed it and delivered the signed copy to you.

(c) Information. Before we can make the Service available to you, you are required to complete a set up and implementation process and complete related forms. This process includes the selection of important features and options available with the Service and the designation of persons with authority to act for you ("Authorized Persons"). Some of this information will be entered into forms by one of our representatives. In addition, we may require information or the execution of documents at various times throughout the duration of this Agreement. You agree to provide any information and to execute documents that we reasonably require in connection with the Service, including without limitation any information we may request for each Cardholder. Additional information about and requirements for the Service and various features of the Service may be included in reference guides and other information we provide to you in the set up process and throughout your use of the Service in hard copy or online (as updated from time to time).

(d) Representatives. We will rely on the information provided to us by an Authorized Person or your other agents, officers, employees and representatives ("Representatives") in providing the Service to you. Any changes in Representatives or to the information you provide us must be promptly communicated to us and given or promptly confirmed in writing although we may, in our sole discretion, act on oral requests for changes. We may request separate documents, certificates or resolutions from you to establish the authority of your Representatives. A change shall be effective only after we receive the proper request for such change and we have had a reasonable opportunity to act on the request. Until then, we may rely on status of your Representatives as previously given to us, and on information that purports to have been authorized by individuals you previously authorized. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority. We shall not be liable or responsible to you for any Authorized Person or Representative who exceeds the limits of his or her authority.

2. Establishment of Account and Issuance of Cards

(a) The Account. Upon completion of the set up process, we will establish for you a commercial credit account ("Account") subject to the credit limit we establish, and issue one or more cards (or similar devices) and account numbers associated with your Account (the "Card(s)") to your designated employees ("Cardholders") in accordance with this Agreement and our Service procedures. Unless we expressly agree otherwise, you must maintain ten (10) or more Cards at all times for you and your Cardholders. We will issue each Card for the original term indicated on the Card. We will honor all transactions unless the Card or the Account has been effectively cancelled as provided in this Agreement. Unless and until a Card has been properly cancelled, the Card is valid and may be used for transactions, and renewal or replacement Cards will be issued for it as appropriate. Once issued as requested by you and subject to the provisions of this Agreement, you are solely responsible for the use of the Card by each Cardholder and for imposing and enforcing any limits or restraints you wish to impose on a Cardholder's use of the Card.

(b) Cardholders. You are responsible for the use of each Card and Account number by you and each of your Cardholders. As part of this responsibility, you agree to: (i) limit use of all Cards to business or commercial purposes on your behalf; (ii) to review, or cause each Cardholder to review the Cards upon receipt to confirm that all information relating to you or the Cardholder on the Card is correct, and to notify us immediately if the information is not correct; (iii) to impose internal controls and procedures to prevent fraud and unauthorized use of a Card; and (iv) to timely review and reconcile all Account activity and transactions as further described below.

(c) Transactions. Unless otherwise restricted by us, your Cards and the Account may be used to effect the purchase or reservation of goods or services and cash advances by all generally recognized means including swipe, virtual card numbers (if you select this feature of the Service), Single Use Ghost Accounts for account payables, signed seller drafts, telephone, internet entry, use of an account number or otherwise. We are not responsible for the failure or refusal of anyone to honor a Card. Subject to the express limitations set forth in this Agreement, you are responsible for all uses of a Card and Card number regardless of the means by which the transaction is effected and regardless of whether it is authorized by you or violates your internal policies, controls or restrictions. Merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity.

(d) Customer Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that establishes an Account. When you establish an Account with us, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of ours.

3. Card Administrator. In the setup process, you will appoint an individual to serve as your administrator ("Card Administrator") with complete authority to administer and manage the use of the Service on your behalf. Unless restricted by you in the set up process, the Card Administrator has the authority to: designate personnel with access to some or all of the administrative features of the Service; designate persons who will be issued Cards and become Cardholders and establish their individual Card credit limit; cancel a Card and change the credit limit associated with a Card; issue replacement Cards for damaged or lost Cards or to effect a name change on an existing Card; select, create and maintain templates through the Online Features that implement available spending controls; obtain information and reports about, and monitor Account and Card use; and, accept and act on all communications from us regarding the Service. If you choose to utilize any of the Online Features, the Card Administrator will have the additional authority described with that feature. We may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by you as the Card Administrator.

4. Promise to Pay

(a) Obligation. You promise to pay us all Obligations without deduction or setoff in accordance with this Agreement. You are required to pay us whether or not the use of the Account, Card, Account numbers or other incurrence of indebtedness was authorized by you. Cancellation of a Card or termination of the Account does not in any way excuse your obligation to pay for all purchases or other charges incurred against or in connection with the Account or with any Card or account number through the effective time of the cancellation or termination, regardless of when actually posted to the Account. As used in this Agreement, the term "Obligations" means: (i) the aggregate outstanding principal amount of, and all fees and charges on advances made by us on or in connection with the Account, through the use of a Card, an Account number or otherwise, (ii) all of your obligations and liabilities for the indemnification of us under this Agreement, and (iii) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to us under this Agreement. Payment of the Account balance is due in full monthly on the due date specified by us in the set up process unless otherwise expressly agreed by you and us in the set up process as evidenced by our implementation records ("Payment Due Date").

(b) Foreign Currency Transactions. To convert transactions made in foreign currencies into U.S. dollars, the relevant card association or its affiliate ("Card Association") will use its then-current currency conversion rates and the procedures established by such Card Association in its sole discretion. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a wholesale market rate or a government-mandated rate in effect on the date of the conversion, increased by the International Transaction Fee set forth in the Fee Schedule (as hereinafter defined in Section 7) and the applicable conversion charge determined by the Card Association, if any. The currency conversion rate used on the conversion date may differ from the rate in effect on the date the transaction occurred.

(c) Central Bank Use Liability Policy.

(i) If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than sixty (60) days after the transaction in question appears on your Account Statement (as defined below). You will be required to provide us with reasonable information about the transaction to enable us to investigate the matter, and to reasonably cooperate with us in any investigation. The Card Association may offer a liability protection program; contact the Card Association for additional information. We will provide a copy of the Card Association's program literature upon request.

(ii) If we have issued fewer than ten Cards in connection with the Account, your liability for a series of unauthorized uses cannot exceed either $50 or the value obtained through the unauthorized use before the card issuer is notified, whichever is less. The term "unauthorized use" means the use of a credit card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder and you receive no benefit.

5. Periodic Account Statements

(a) Effect. After the close of each billing cycle, we will make available a detailed account statement, with transactions on each Card or Account number during the billing cycle itemized separately as subaccounts on the main Account ("Account Statement"). The Account Statement will show transactions that have been posted to the Account in connection with any Card since the last Account Statement, any payments and adjustments to the Account, any fees charged to any Card or the Account, the outstanding balances on each Card and on the Account and the Payment Due Date.

(b) Discrepancies. Except for matters subject to Section 4, if there is a discrepancy between your records and the information shown on any Account Statement or other confirmation, or you discover any other error in an Account Statement or confirmation, you must notify us within thirty (30) calendar days after you receive such Account Statement or confirmation, or within such greater amount of time as may be required by applicable law. If you fail to notify us within such 30-day period or fail to follow the prescribed procedures, you may be precluded from asserting the discrepancy against us and you will be obligated to us as provided on the applicable Account Statement. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

(c) Individual Statements. Unless you request and we otherwise agree, we will make available online an individual statement for each Card issued under your Account at the end of each billing cycle. If the Cardholder is not responsible for payment of his or her own outstanding balance, finance charges and fees, we will only provide an individual statement for purposes of informing the Cardholder about his or her use of the Card.

6. Making Payments

(a) Payment Due Date. Payment of the full amount of the Account as shown on the Account Statement is always due on or before the Payment Due Date shown on the Account Statement. The Service is a full pay Account, which means you must pay in full the amount specified on the Account Statement.

(b) Authorization for Debit Payments. All payments shall be made by direct automated clearinghouse (ACH) debits to your banking account with us or any other financial institution designated by you during the setup process. You hereby authorize us to initiate debit entries to the account with the financial institution you designate for the amount due on the Account Statement until you have properly revoked the authorization. You agree to be bound by the NACHA Operating Rules with respect to these ACH transactions and with respect to any ACH transaction you initiate.

(c) Application. We reserve the right to apply payments and other credits to the Account in any manner that we may choose in our sole discretion. All credits for payments to the Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made. Although we may post payments as of the date we receive them, the available credit limit associated with the Account may not be restored for up to five days after we receive the payment.

(d) Credit Balances. Credits will be applied to the next Account Statement unless you and we otherwise expressly agree.

7. Revenue Sharing and Fee Schedule. In exchange for performance of its obligations herein, Bank will pay Company a revenue share in accordance with the Revenue Share Addendum attached hereto as Exhibit C and incorporated herein by this reference. Except as we may expressly agree in a written agreement executed by our authorized representative and delivered to you by us, you agree to pay all fees and charges associated with the Account including those set forth in the Account Fees Schedule (the "Fee Schedule") attached to, or accompanying the executed version of this Agreement, which is incorporated into this Agreement as Exhibit D by this reference. The Fee Schedule may be revised by us as provided in Section 18(b) of this Agreement. If there is any conflict between this Agreement and the Fee Schedule, this Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. Any fees and other amounts, including penalties, assessed against the Account will be posted as direct charges to the Account and will count against the applicable credit limit until paid.

8. Account Controls.

(a) Monitoring Obligation. You are responsible for monitoring the use of the Cards, account numbers and the Account, and detecting unauthorized or improper use. We offer online account management tools through the Online Features to assist you in carrying out this responsibility, including access to transaction information and the means to cancel a Card or impose limits on the use of a Card.

(b) Lost or Stolen Cards; Unauthorized Use. You are responsible for cancelling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card (and associated authorization) of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise. You are responsible for retrieving the cancelled Card and destroying it to prevent further use. You may also cancel a Card or terminate a Cardholder's use of a Card by calling our customer service center. All telephone communications by you to us must be made by calling our customer service center at (800) 472-1959 as soon as the need arises. You understand that we will require a reasonable amount of time to act on any request made by telephone. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing at Central Bank, Attn: BankCard Services, P.O. Box 779, Jefferson City, MO 65102, or by telephone at the number given above, after we have had a reasonable amount of time to act on your notice.

(c) Our Programs. We may (but are not obligated to) apply software programs and other techniques to detect patterns and other indications of potential fraud and authorized use of the Account. These programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Card controls by you and cannot be relied upon to prevent fraud or unauthorized use. Our techniques may, however, result in the denial of a transaction, reduction of limits or other actions by us as indicated by such programs and techniques.

9. Credit Limit.

(a) Establishment. We will establish an aggregate credit limit for the Account and communicate the limit to you prior to or during the set up process. You are responsible for specifying a credit limit for each individual Card or class of Cards you request for Cardholders. If you fail to establish a credit limit for any Card, we may establish a credit limit for such Card up to the Account limit. You understand that you can impose and change Card limits through the Online Features. We may refuse to authorize any transaction against a Card that would bring the total amount outstanding against the Card or against the Account as a whole to a level that would exceed the relevant credit limit.

(b) Over-limit Transactions. If we determine in our sole discretion to authorize or accept a transaction on the Account or a Card that would exceed the credit limit for the Account or that Card, we shall not be liable for doing so. If we authorize or accept a transaction which exceeds the relevant credit limit, you shall, at our request immediately pay in full the entire amount of the excess, together with any applicable over-limit charges and related fees.

(c) Changes. We may from time to time and in our sole discretion (i) change the Account's or any Card's credit limit(s), (ii) reduce the Account or Card credit limit to $0, (iii) cancel one or more Cards or close the Account, or (iv) limit the number and amount of transactions on the Card or the Account. We will notify you promptly in the event we decide to take such action on the Account or a Card. While we expressly reserve the discretion described in this paragraph, except for cases of known or suspected fraud, changes resulting from regulatory requirements or where we believe there exists a risk of loss to us, we will use commercially reasonable efforts to consult with you in advance prior to reducing credit limits for the Account or any Card.

10. Representations, Warranties and Undertakings.

(a) Ours. We represent and warrant to you that: (i) we have the legal right to execute and perform our obligations under this Agreement; (ii) we are duly organized, validly existing and in good standing under the laws of the State of Missouri; (iii) the execution and delivery by us of this Agreement has been authorized by all necessary corporate and required governmental action; (iv) the person signing this Agreement on our behalf is duly authorized to do so; and, (v) our execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting us or the provision of the Service, our articles of incorporation or bylaws, or any material agreement that is binding on us.

(b) Yours. You represent and warrant to us that: (i) all financial information you have provided is true and correct; (ii) you have not suffered or incurred a material adverse change in your business, financial condition or operating results since the date of the most recent financial statements you provided to us; (iii) you are not subject to any material undisclosed liability; (iv) you have the legal right to execute and perform your obligations under this Agreement; (v) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (vi) the execution and delivery by you of this Agreement and the incurrence of the Obligations have been authorized by all necessary corporate and required governmental action; (vii) each person signing this Agreement on your behalf is an Authorized Person and is duly authorized to do so; (viii) your execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting you or your use of the Service, your articles of incorporation, bylaws or similar governing documents, or any material agreement that is binding on you; (ix) you have and shall maintain the full right power and authority to grant the license of the Marks and doing so does not infringe upon or violate any rights or interest held in those Marks by any third party or affiliate; and (x) you shall use commercially reasonable efforts to ensure that cards issued in connection with the Service will not be used by your Representatives or any other person at those merchant category codes (MCCs) identified on Exhibit B, which may be updated by Bank from time to time to include any other MCCs Bank has in good faith determined pose safety and soundness concerns.

(c) No Online Gambling. You agree not use the Account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

11. Confidentiality, Business Continuity.

(a) Your Obligations. You represent that you have in place, and agree that you will maintain in effect and enforce, reasonable policies and procedures to reduce the incidence of fraud and other unauthorized use of, and access to Cards and your Account and to preserve the confidentiality of your Account numbers and Account access procedures. You must notify us immediately if there has been a breach of your security, or any Security Procedures have been have been lost, stolen, compromised or misused.

(b) Business Continuity. Throughout the term of this Agreement, we shall maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing the Service in accordance with our business continuity plan and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to you within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question.

12. Disclaimer of Warranties. We disclaim all warranties, express or implied, in connection with the Service, and any such warranties are hereby expressly excluded. We do not warrant that the Service shall be error free or that the use of the Service shall be uninterrupted. YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. All SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO CENTRAL BANK.

13. Limitation of Liability. YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, LOST TIME, LOST SAVINGS, GOODWILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO DIRECT DAMAGES ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND IN NO EVENT SHALL WE BE LIABLE FOR ANY OTHER DAMAGES. BANK'S LIABILITY FOR DAMAGES UNDER THE AGREEMENT WILL IN NO EVENT EXCEED THE FEES CHARGED BY BANK DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM ACCRUED AGAINST US. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOST DATA. We shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Service to you, or (d) lost data or damage to your equipment or systems. In addition, we shall not be responsible for, or incur any liability to you for any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

14. License of Your Marks. For some of our Card programs, we offer you the ability to affix a Mark (as defined below) to a physical Card. If you wish to use this feature of our Service, you grant to us a non-transferable, nonsublicenseable, non-exclusive, royalty-free, worldwide, royalty-free, fully paid-up license to use the trademark, trade name or service mark and related design or logo that you specify (collectively, "Marks") for the sole purposes of affixing it to Cards issued under this Agreement. The use and display of the Mark on a Card is subject to our requirements and approval, and the approval of the Card Association. You represent and warrant to us that you have the right to use and license to us the Mark as contemplated by this Agreement and that the Mark, your license of the Mark and the use of the Mark on a Card do not infringe or violate the intellectual property or other rights of any third party. We agree that we will use the Marks only in the manner you authorize, and that you retain all rights in and to the Marks not expressly granted under this Agreement. Once you approve the model of the Mark for impression on a Card, you may be responsible for the costs we have incurred in producing the Card and Mark design should you not use that model.

15. Default

(a) Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (i) you fail to make any payment of any Obligation when due or payments to us are returned or reversed for any reason; (ii) you become generally unable to pay your debts as they become due; (iii) any other creditor tries by legal process to take or foreclose upon any of your assets; (iv) you or any guarantor of the Obligations becomes insolvent, is placed in receivership, is adjudicated bankrupt, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any assignment for the benefit of your creditors;
(v) you provide us with any false or misleading material information; (vi) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (vii) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our subsidiaries or affiliates; (viii) you violate any applicable law in connection with the Account or use of the Cards; (ix) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement

with us; (x) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired; or (xi) a significant change occurs in your ownership, organizational structure or type or volume of business. You may incur fees or other charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

(b) Remedies. If you are in default under this Agreement, we may in our sole discretion, subject to applicable law take any one or more of the following actions: (i) declare all or any portion of the Obligations to be immediately due and payable; (ii) allow you to repay the Obligations according to the terms of this Agreement; (iii) immediately terminate this Agreement, the Account or any Cards and authorizations relating to the Account; (iv) revoke or suspend the use of the Account, reduce the Account credit limit or otherwise limit your ability to use any Cards; and, (v) commence an action against you to collect all amounts owed in connection with this Agreement.

16. Term and Termination.

(a) Term. The initial term of this Agreement (the "Initial Term") commences on the Effective Date and continues for a period of one (1) year unless earlier terminated in accordance with this Section 16 or by us or you upon ninety (90) days written notice. The parties may execute written renewals of this agreement for additional one (1) year renewal terms (each, a "Renewal Term").

(b) Termination Rights. We may terminate this Agreement or terminate or suspend the Service if: (a) you are in default as provided in Section 16; (b) any person or group acting in concert that does not on the date of this Agreement control a majority of your outstanding stock acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of your outstanding stock; or (c) the continued provision of the Service in accordance with the terms of this Agreement would, in the good faith opinion of our legal counsel, violate federal, state or local law or any regulation applicable to our business. We will provide notice of the exercise of our termination rights as soon as practical.

(c) Actions. Upon any termination of the Service or this Agreement, you shall: (i) promptly pay to us all sums due or to become due under this Agreement (and we may immediately debit such sums from any account you have previously authorized us to debit for amounts owed pursuant to this agreement); (ii) have no further right to make use of the Service, Account or any Card; and (iii) surrender to us or destroy all Cards that have been issued to you or to any Cardholder.

(d) Effect. Termination of this Agreement, the Account or any Card does not release you or us from any of our respective obligations that arose or became effective prior to such termination, including any transactions that post after termination. You remain fully obligated to repay all amounts owed to us under this Agreement or in connection with the Account, the use of the Cards or account numbers or otherwise. In addition, all provisions of this Agreement relating to the parties' respective warranties, representations, limitation of liability, confidentiality, proprietary rights, and indemnification shall survive the termination of the Service, the Account and this Agreement.

17. Online Features

(a) General. We offer online access features as part of the Service ("Online Features") to enable you to access information about, and administer and manage the Account via the Internet including through the applicable Card Association or through our online portal, Card Management System ("CMS"). The use of the Online Features is subject to the limitations and specifications we provide for the Online Features. Some or all of the Online Features may be hosted or provided by the Card Association or another third party and are also subject to any terms of use established by us or that third party. Updates and new features of the Online Features will be described, and any related terms of use will be posted on the applicable website; updates and features offered by us, and the related terms and conditions of use will become part of the Service and this Agreement upon first use by you.

(b) Administration. The Card Administrator will have complete authority to manage the Online Features on your behalf. The Card Administrator has authority with respect to the Online Features to: designate personnel including Cardholders and the Card Administrator ("Users") with access to some or all of the aspects of the Online Features; monitor Card usage and access Account statements through the Online Features; establish the entitlements of Users regarding the use of the Online Features; enable the assignment of Identification Codes described below and initial passwords to Users; issue replacement Cards; determine to utilize new or updated features of the Service and accept any applicable terms and conditions governing such features; and accept and act on all communications from us regarding the Online Features.

(c) User Level Access. The Administrator can enable Users including their managers to access and manage Account-level detail including the ability to categorize and reconcile expenses.

(d) Security Procedures. Access to the Online Features of the Service is subject to "Security Procedures," which may include certain procedures, the use of personal identification numbers, log-on identification, access codes, passwords or other security or authentication measures (collectively, "Identification Codes") that are designed to verify the origin of access to the Online Features. You understand that all access to, and use of the Online Features using such Security Procedures as we mutually agree upon will be considered by us for all purposes and without further investigation to be authorized by you, and that we may act and rely upon all instructions or data transmitted to us using the Security Procedures.

(e) Your Responsibilities. You must ensure that your personnel use the Online Features only as authorized and within the limits of their entitlements or permission. We do not monitor access to the Service or the Online Features and are not responsible if any person exceeds the limits of their entitlements or permission rights. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software (including antivirus and antimalware software) and communication devices, Internet access and service necessary for use with the Online Features. To the extent you select an option available with the Online Features that allows Cardholders to view and enter data about their transactions, you agree to monitor and limit their access to proper business purposes on your behalf.

(f) Legal Compliance. We make no representation or warranty that the Online Features are available or appropriate for use in countries other than the United States. You are solely responsible for compliance with all laws and regulations applicable in jurisdictions where you conduct business.

(g) Intellectual Property. All pages, screens, text, and other materials, and other works of authorship and material appearing on or utilized in connection with the Online Features, the names, trademarks, logos, slogans and service marks used, displayed and found on websites, and all other intellectual property relating to the Online Features (collectively, "Intellectual Property") are owned by and proprietary to us, the applicable Card Association, and our vendors or licensors, except as otherwise specified. No intellectual property may be copied, modified, distributed, used in any way or publicly displayed in any medium of expression without our prior written consent.

(h) Warranty Disclaimer. The Online Features are provided "as is," and "as available." Since the Internet is inherently insecure and since there is a risk that data communications and transfers may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("Failure Events"), we agree to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where we fail to take commercially reasonable steps, we shall not be liable for any Failure Events that occur, including any loss of privacy or use by others of such data communications or transfers. Under no circumstances, shall we be liable for any Failure Events that occur prior to you establishing a secure connection to our designated portal or after properly terminating that connection. All material found on the websites is provided "as is."

18. General Provisions

(a) Merchants. We have no liability or responsibility for (i) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant over goods or services you purchase, (ii) a merchant's or supplier's failure to accept the Card or the Account, or (iii) any failure of a merchant to seek authorization before honoring a Card. If you have a billing dispute with a merchant, we require that you first attempt to resolve the dispute directly with the merchant. If you are unable to resolve the billing dispute, you may request that we process a chargeback, subject to applicable Card Association rules. If we agree to process the chargeback, you will be required to complete a dispute form provided by us, provide any additional information we request relating to the dispute and cooperate with us. You are in all events responsible for any transactions made with your Cards or the Account.

(b) Amendments. We may amend, supplement or change (each, a "revision") the terms of this Agreement including the Fee Schedule at any time and from time to time as follows: by a written instrument signed by both parties; or, we may give you at least thirty (30) calendar days' prior written or electronic notice of a revision and if you do not give us written notice of your termination of this Agreement before the expiration of the thirty (30) day period or the later effective date specified in such notice, you are deemed to have accepted the revision. If, however, a revision to this Agreement is, in our good faith opinion, either required by law or a regulatory authority with jurisdiction over us or is necessary to preserve or enhance security of the Service, we will provide you notice of such revision and the revision will be effective immediately upon us giving you notice. Subject to applicable law, any revision shall apply to the outstanding balance on the Account on the effective date of the revision and to any future balances created after that date. No revision to this Agreement or Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

(c) Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of such rights or any other rights or remedies. Even if we do not enforce our rights or remedies at any specific time, we may enforce them at a later date. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement or applicable law.

(d) Notice. Any written notice from you to us shall be effective once we have received the notice and had a reasonable opportunity to act on it. Any written notice from us to you shall be effective and deemed delivered when mailed to you at your address as it appears on our records.

(e) Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents us from operating normally.

(f) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not sell, assign or transfer the Account or any of your rights or obligations under this Agreement. We may sell, assign or transfer the Account, or any balance due thereon, and our rights and obligations under this Agreement without prior notice to, or consent from you, which notice and consent are knowingly waived by you.

(g) Entire Agreement. This Agreement, together with the Fee Schedule, any reference guides made available from time to time, and any separate pricing, rebate or other similar agreement or amendment executed by the parties that specifically refers to this Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and the Account, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Service and the Account. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, our vendors and the Card Association shall have any rights under this Agreement.

(h) Severability. If performance of the Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Service or any transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. If any provision of this Agreement is deemed to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, or by any governmental agency with jurisdiction in such matter, such provision shall continue enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Agreement. All other provisions shall remain in full force and effect.

(i) Set-off. You agree that we may set off (1) any and all funds in any bank account you have with us or any of our subsidiaries or affiliates (excluding any account expressly titled to clearly demonstrate that the account is held by you in a fiduciary or representative capacity for a third party) or (2) any sums due or payable by us to you, against or to pay any Obligation you have to us under this Agreement. We may exercise our right of set off by debit or other means without recourse to other rights or collateral, if any, we may have and regardless of the effect on your bank account. You waive notice of the exercise of these rights to the extent permitted by applicable law. Our right of set off is limited only to the extent expressly limited by applicable law.

(j) Compliance with Law. We and you each agree to comply with and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Card Associations or payment clearing system.

(k) Governing Law; Venue. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to Missouri's conflict of law principles, and with applicable federal laws and regulations.

(l) Waiver of Jury Trial. Any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by you on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. You acknowledge that we would not have extended credit under this Agreement if this waiver of jury trial were not part this Agreement. Customer and Bank agree, to the fullest extent allowed by law, that: (i) any claims arising hereunder will not under any circumstances be pursued in class action proceedings; (ii) Bank waives the right to bring or to participate in class action proceedings against Customer; and (iii) Customer waives the right to bring or to participate in class action proceedings against Bank. If some other person initiates a class action proceeding against Bank, Customer may not join that proceeding or participate as a member of that class.

(m) Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define your or our rights or obligations under this Agreement.

(n) Addendum. The Parties agree to be bound by the additional terms and conditions contained in the Addendum to the Commercial Card Agreement, attached hereto as Exhibit E and incorporated herein by this reference.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

[*Remainder of this page intentionally blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative.

BANK: Central Bank of Lake of the Ozarks

____
By: ___________________________
Its: ___________________________

Date: _________________________

STATE OF________)
)SS
COUNTY OF_______)

Approved as to legal form:

On this_____day of___________, 20__, before me appeared_________________, to me personally known, who being by me duly sworn, did say that he/she is President of____________________, and that the above Contract was signed on behalf of said corporation, by authority of its Board of Directors and said ______________acknowledged said Contract to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

____
Notary Public
My Commission Expires: _______

By:
Attest:
Title:
Approved:

____
Title:

The____________________hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.

____
Title

EXHIBIT A
PROHIBITED MERCHANT CATEGORY CODES

- 7273 – Dating & Escort Services
- 7297 – Massage Parlors
- 7995 – Gambling Transactions
- 9754 – Gambling – Horse Racing, Dog Racing, Non-Sports Intrastate Internet Gambling

Revenue Share Addendum
(Commercial Card Service Agreement)

Bank Compensation to Company

Provided that Company remains in full compliance with all of its obligations to Bank, including, but not limited to, its obligations under the Agreement and all applicable Cardholder Agreements, Bank will pay Company the following Revenue Share based on the Net Purchase Volume for the applicable calendar month (annualized):

Revenue Share for Net Purchase Volume (Excluding Large Ticket and Purchase Card Level 3 Purchases	
Annual Net Card Volume	Revenue Share bps

Revenue Share for Large Ticket Net Purchase Volume	
If the transaction qualifies for Large Ticket Interchange Rates:	The Revenue Share for the applicable transaction shall be: 0.40% (40 bps) of Large ticket Net Purchase Volume

Revenue Share for Purchase Card Level 3 Net Purchase Volume	
If the transaction qualifies for Purchase Card Level 3 Interchange Rates:	The Revenue Share for the applicable transaction shall be: 0.60% (60 bps) of Purchase Card Level 3 Net Purchase Volume

Bank will make Revenue Share payments within 15 days following the end of each month based on the calculated Net Purchase Volume for such month.

For purposes of this Schedule:

- "Large Ticket Transaction" or "Purchase Card Level 3 Transaction" means Transactions qualifying as large ticket or purchase card level 3 transactions under the applicable Operating Rules of the Card Association, as amended from time to time, and as classified by the financial institution or vendor processing Transactions on behalf of any merchant.
- "Net Purchase Volume" means the aggregate amount of individual new Purchases (other than Large Ticket Transactions or Purchase Card Level 3 Transactions) posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).
- "Large Ticket Net Purchase Volume" means the aggregate amount of individual new Large Ticket Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items)
- "Purchase Card Level 3 Net Purchase Volume" means the aggregate amount of individual new Purchase Card Level 3 Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items)

In all cases, the Account's "Net Purchase Volume", "Large Ticket Net Purchase Volume" and "Purchase Card Level 3 Net Purchase Volume" will exclude: (a) amounts and transactions representing Program Fees and Charges, annual fees, finance charges and other fees or charges, including but not be limited to, late fees, returned check fees, payment dishonored fees, over-limit fees, Cash Advance fees, foreign transaction fees, foreign conversion fees and collection costs, (b) Cash Advances and/or transaction fees associated with Cash Advances (which include, but are not limited to, transactions using special checks), (c) if the Account is 30 or more days past due or any Account is charged off, any new Purchases posted to the Account will not be used in calculating Net Purchase Volume, and (d) any fraudulent or unauthorized transactions. Net Purchase Volume and Large Ticket Net Purchase Volume shall not be considered eligible for accrual of Revenue Share unless and until Company pays Bank for such Net Purchase Volume and all associated Program Fees and Charges. To qualify for Revenue Share payments, the Account must be both open and current.

FEE SCHEDULE
(Commercial Card Service Agreement)

Program Fees & Charges

Account Fees

Transaction Fee for Cash Advance	A fee equal to 4% of each Cash Advance will apply to each Cash Advance Transaction, subject to a minimum Cash Advance fee of $10 and a maximum Cash Advance fee of $100.
Transaction Fee for Cash Equivalent Advances	A fee equal to 4% of each Cash Equivalent Advance will apply to each Cash Equivalent Advance Transaction subject to a minimum Cash Equivalent Advance fee of $10 and a maximum Cash Equivalent Advance fee of $100.
Annual Account Fee	None
Late Fee	A fee equal to 2.00% of the current balance, subject to a $29.00 minimum, will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason.
Over-limit Transaction Fee	An over-limit fee of $39 will be added to the balance if the outstanding balance of an Account, including finance charges and fees, exceeds the credit limit at any time during a billing cycle.
Payment Dishonored Fee	A fee of $39.00 fee, will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason.
Stop Payment Fees	A fee of $20.00 will be added to the balance for any stop payment request made by Company or any Cardholder.
Document/Statement Copy Fees	A fee of $5.00 will be added to the balance for each sales draft copy requested by Company or a Cardholder (unless related to an actual billing error), and a fee of $5.00 for each duplicate copy of an Account Statement requested by Company or a Cardholder.
Foreign Transaction Fee	A fee equal to 3% of each foreign transaction, after conversion to U.S. Dollars, will be assessed on all transactions made in currencies other than U.S. Dollars. Fees for foreign Cash Advances and foreign Purchases will be added to the balance of the Account.
Expedited Payment Fee	A fee of $25.00 will be added to the balance of the Account each time Company or a Cardholder has Bank initiate an expedited payment by telephone.
Expedited Card Shipping Fee	A fee will be added to the balance of the Account each time Company or Cardholder requires expedited delivery by Bank of additional or replacement Cards. • Overnight Delivery (U.S. Mail): $40.00
Product Training Fees	No charge for one train-the-trainer product training session by teleconference and/or webinar. Additional training available upon request at fees at Bank's then-current rates.
Custom Card Design Fees	A fee will be added to the balance for custom card design: • Graphic Design (Single Color for Logo): $150.00 • Custom Design: Pricing available upon request.

Periodic Rates

ACCRUAL OF FINANCE CHARGES: There is no grace period before periodic rate finance charges begin to accrue on Cash Advances or Transaction fees related to a Cash Advance. Periodic rate finance charges accrue on Cash Advances and their related Transaction fees from the date of the Cash Advance or the first day of the billing cycle in which the Cash Advance is added to the Account, whichever is more recent. No periodic rate finance charges will apply to Purchases and other Program Fees and Charges that are paid in full on or before their applicable Payment Due Date, as shown by the Account Statements. Periodic rate finance charges will accrue on Purchases, and on Program Fees and Charges added to the Account as Purchases, beginning with the first day that follows the applicable Payment Due Date for each such Purchase or Program Fee and Charge.

PERIODIC RATE FINANCE CHARGES: Periodic rate finance charges will be calculated using daily periodic rates, which correspond to certain Annual Percentage Rates. These rates may also be different for Purchases and Cash Advances (collectively, the "Transaction Categories").

The rate for Purchases on the Account is an Annual Percentage Rate of 0.00% (a daily periodic rate of 0.00%).

The rate for Cash Advances on the Account is an Annual Percentage Rate of 0.00% (a daily periodic rate of 0.00%).

FINANCE CHARGES AND BALANCE CALCULATIONS: The Account will generally have monthly billing cycles, but the first billing cycles may be more or less than one month. Bank uses the Average Daily Balance method to compute a portion of the Finance Charges on the Account. Bank calculates periodic rate finance charges separately for each Transaction Category.

(A) <u>To compute Billed Periodic Rate Finance Charges</u>:

(1) For each Transaction Category, Bank multiplies the Daily Balance (see below) by the applicable daily periodic rate for each day of the billing cycle; then

(2) Bank adds together all of the products calculated in (1) above.

(B) <u>To compute the Daily Balance for each Transaction Category</u>:

(1) Bank takes the Beginning Balance of each day;

(2) Adds any applicable new Transactions (such as Cash Advances and related Transaction fees, delinquent Purchases and other Program Fees and Charges, and debit adjustments)***;

(3) Subtracts any applicable payments, credits, or credit adjustments; and

(4) Bank treats a credit balance as a balance of zero.

*** In certain circumstances, the over-limit fee is included in the Daily Balance calculation on the day of the billing cycle in which they post to the Account.

Bank adds the amount calculated in accordance with (A)(1) above to the Daily Balance and this amount becomes the Beginning Balance for the next day.

On the Account Statement, Bank will calculate an Average Daily Balance for each Transaction Category by adding all the Daily Balances for that Transaction Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Transaction Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Interest Charge Calculation for that Transaction Category, except for minor variations due to rounding. This Agreement provides for daily compounding of finance charges and fees.

Cash Advance finance charges, if any, are added to the Cash Advance Balance and are shown on the Account Statement under "Interest Charged." Foreign Transaction and Cash Advance fees are shown on the Account Statement as "Fees Charged."

MINIMUM FINANCE CHARGE: There is no minimum finance charge.

PAYMENTS: Payment in full of all Transactions, Fees and Finance Charges for each billing cycle shall be made on or before the applicable Payment Due Date for each respective billing cycle. Each Payment Due Date for each respective billing cycle will be detailed on the Account Statement.

Central Bank of Lake of the Ozarks

Commercial Payments Proposal for: City of Osage Beach

Total AP Spend 2017=$10,040,861
Estimated Matched AP Spend - $1,457,933

Annual Net Card Volume	Revenue Share bps Prefund (no cycle)	Proposed Average Revenue Share $
$0 to $499,999	80	$2,000
$500,000 to $999,999	85	$6,375
$1,000,000 to $2,499,999	**90**	**$13,121**
$2,500,000 to $4,999,999	95	$35,625
=>$5,000,000	100	$50,000

- Assumes identical vendor match to 2016 analysis, which was 14.52% of volume
    - Updated analysis will be provided when current vendor list template is completed
- Revenue share will be payable on a monthly basis.
- Revenue share is based upon a monthly average transaction of $700 for Accounts Payable Spend. Should the average ticket fall below this point, we reserve the right to withhold Payment.
- Transactions qualifying for large ticket interchange levels will generate a flat revenue share of 40 bps.
- Transactions qualifying for purchase card level 3 interchange levels will generate a flat revenue share of 60 bps.
- These numbers are estimates and based upon industry average assumptions and your current vendor spend. Actual proposed revenue share may vary with spend fluctuations.

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 02/21/19
Originator: ***(Name/Title)*** Nicholas Edelman, Public Works Director
Date Submitted: 02/08/19

Agenda Item Title:

Bill 19-05 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Construction Contract OB19-003 with Vance Brothers for Slurry Seal 2019.

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

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 19-05
- [ ] **Second Reading of Bill #** ______
- [ ] **Resolution #** ______
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______

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

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

Deadline for Action: **YES** ○ **NO** ◉
If yes, explain:

Fiscal Impact:
Not Applicable ☐
Budgeted Item: YES ◉ **NO** ○
If no, provide funding source: ______
Budget Line Item/Title: 20-00-764206 Seal

FY 19 **Budgeted Amount:**	$ 647,734.00
Expenditures to Date 01/31/19**:**	($ 459.00)
Available:	$ 647,275.00
Requested Amount:	$ 187,013.36

Attachments: YES ◉ **NO** ○
If yes, list attachments:

Bill 19-05, Bid Tab, Agreement

Department Comments and Recommendation:

This project is to Slurry Seal various City Streets.

Bids were opened on February 8, 2019. There were two bidders. Vance Brothers is the low bidder with a bid amount of $187,013.36.

We have done work with Vance Brothers in the past with good results.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Bill 19-05 is in correct form. Per City Code 110.230, City Attorney review is required.

I concur with Public Works Director's recommendation.

BILL NO. 19-05 ORDINANCE NO. 19.05

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OB19-003 WITH VANCE BROTHERS, INC FOR SLURRY SEAL 2019

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-003 with Vance Brothers, Inc. for Slurry Seal 2019, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed of one hundred eighty-seven thousand thirteen dollars and thirty-six cents ($187,013.36)

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.05 was duly passed on _______, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstain: Absent:

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

_____________________ ____________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.05.

____

John Olivarri, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

BID TABULATION
City of Osage Beach, MO
Slurry Seal 2019
Osage Beach Project # OB19-003
2/8/2019

Bids				Engineer Estimate		Vance Brothers, Inc.		Pavement Management	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Slurry Seal Coat	73,418	SY	$2.45	$ 179,874.10	$2.52	$ 185,013.36	$3.85	$ 282,659.30
2	Force Account	1	LS	$2,000.00	$ 2,000.00	$2,000.00	$ 2,000.00	$2,000.00	$ 2,000.00
	Total Bid				$181,874.10		$187,013.36		$284,659.30

AGREEMENT

THIS AGREEMENT, made and entered into this __________ day of______________________, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Vance Brothers, Inc.** a Missouri Corporation of Kansas City Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Slurry Seal 2019

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of One hundred eighty-seven thousand thirteen dollars and thirty-six cents ($187,013.36) for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work by June 15, 2019.

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

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

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

SIGNATURE: ATTEST:

____
Owner, Party of the First Part

____
City Clerk

By ______________________________________
Name and Title

(SEAL)

* *

LICENSE or CERTIFICATE NUMBER, if applicable ____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

____
Contractor, Party of the Second Part

By ______________________________________
Name and Title

IF A CORPORATION ATTEST:

____
Contractor, Party of the Second Part

____
Secretary

By______________________________________
Name and Title

(CORPORATE SEAL)

STATE OF______________________________
COUNTY OF_____________________________

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

(SEAL)

My commission Expires: ______________________

____
Notary Public Within and For Said County and State

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 02/21/19
Originator: ***(Name/Title)*** Jeana Woods/City Administrator
Date Submitted: 02/13/19

Agenda Item Title:

Bill 19-06 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds for Private Security to Support the Lake Area Chamber of Commerce's Lake of the Ozarks Mardi Gras Pub Crawl 2019 Event Support Request.

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

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 19-06
- [ ] **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 the distribution of funds from the Community Promotions - Community Event Support account per Municipal Code Section 110.300 Expenditures From Community Promotions - Community Event Support Budget Item.

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ◉ NO ○

If no, provide funding source: ______

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

FY 19 **Budgeted Amount:**	$ 70,000.00
Expenditures to Date 02/13/19**:**	($ 357.00)
Available:	$ 69,643.00
Requested Amount:	$ 2,500.00

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-06, Lake Area Chamber of Commerce Request for Event Support

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

Bill 18-50 is in correct form. Per City Code 110.230, City Attorney review is required.

In the Economic Development Department, within account 10-21-754250 Community Promotions, $10,000 is budgeted for event support. Per City Code 110.300, the intent is for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted and Board approval is required.

To date the following activity has occurred:

FY2019 Budget for Event Support	$10,000
Zero Requests to date for FY2019	($ 0)
Remaining Available Balance	$10,000

Enclosed is Lake Area Chamber's Pub Crawl Event Support Form submitted to me. The request is for $2,500.00 for the 2019 event which will be held Saturday, February 16, 2019 (prior to the date the Board will consider approval). The Lake Area Chamber was aware at the time of submitting the application that this request would be considered by the Board after the event took place but was not aware until recently that the City had such funding available.

BILL NO. 19-06 ORDINANCE NO. 19.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PRIVATE SECURITY TO SUPPORT THE 2019 LAKE OF THE OZARKS MARDI GRAS PUB CRAWL

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

Section 1. That the expenditure of funds for private security in an amount of two thousand five hundred dollars ($2,500.00) is hereby authorized for the Lake of the Ozarks Mardi Gras Pub Crawl to be held on February 16, 2019.

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

Section 3. Severability The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.06 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 Tara Berreth, City Clerk

Approved as to form:

____
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.06.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

Lake Area
Chamber of Commerce

February 11, 2019

RE: Request for Event Support from City of Osage Beach

To whom it may concern,

The Lake Area Chamber of Commerce has taken over the Lake of the Ozarks Mardi Gras Pub Crawl to ensure this event continues year after year providing a positive economic impact to the lake area during off season. 2019 will be the first year the chamber will have hosted this event and upon inheriting this event there have been a few expenses that have increased which conflicts with the budget put into place. The expense the Lake Area Chamber of Commerce is requesting assistance from the City of Osage Beach for is the private security that is hired to assist law enforcement as well as the shuttle drivers. This particular expense has gone from $4,000 to $8,400 and ultimately effects our expected bottom line.

I appreciate your consideration and any and all assistance you can provide.

Sincerely,

K.C. Cloke

K.C. Cloke

Executive Director

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

Requested Amount: $2,500.00 **Date of Request:** 2-11-19

Organization Information:

Organization Name: Lake Area Chamber of Commerce
Address: #1 Willmore Ln (PO Box 1570) Lake Ozark, MO 65049
Phone # 573-964-1008 Fax # 573-964-1010
Contact Name: K.C. Cloke - Executive Director
Phone # (cell) 573-434-0305 (Other)
Is the organization a not-for-profit? ☑ YES ☐ NO
If yes, is it a registered 501(c)3 or other designation? ☑ YES ☐ NO *(If yes, attach IRS classification)*
If yes, is the organization a local not-for-profit or national not-for-profit organization? local
Your organization's activities focus on: *(check all that apply)*

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

Event Information:

Event Name: Lake of the Ozarks Mardi Gras Pub Crawl
Event Dates: Sat. February 16th, 2019
Event Location: 16 restaurant locations within Osage Beach & Lake Ozark
Description of event: (see attached)

How will the proceeds of this event be used? to fund the Lake Area Chamber & thier efforts.

How will the City be recognized through this event? sponsorship promotion available online in various outlets & the Lake Area Chamber would include the City's support in the Post Event PSA that gets shared with the local media.

Is the event open to the public? ☑ YES ☐ NO If no, explain: ______

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

If yes, explain: $10.00 per wristband

Total budget for the event: See attached

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

In the case of a budget shortfall, how will the loss be covered? event insurance

How many years has this event been held? 17 years

Estimated attendance this year? 4,000+ Last year's attendance, if applicable? 4,188

Applicant:

Application Completed By: K.C. Cloke

Contact Phone/Cell: 573-434-0305 kcloke@lakeareachamber.com

K.C. Cloke | K.C. Cloke | Executive Director | 2-11-19

Signature | Print Name | Title | Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach
Jeana Woods, City Administrator
1000 City Parkway
Osage Beach, MO 65065

****

Internal Use

Date Application Received: ______ By: ______

Date Board Approved/Declined: ______ Amount Approved: ______

Other Information: ______

State of Missouri

LIMITED EXEMPTION
FROM MISSOURI SALES AND USE TAX ON PURCHASES AND SALES
(Civic)

Issued to:

Missouri Tax I.D.: 13507656

LAKE AREA CHAMBER OF COMMERCE
#1 WILLMORE LANE
LAKE OZARK MO 65049

Effective Date: 12/01/2014

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.2(21), RSMo. This letter is issued as documentation of your organization's exempt status. Your organization must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your organization are not subject to sales or use tax if conducted within your organization's exempt civic or charitable functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- Agents or contractors may not claim or benefit from your organization's exempt status. Contractors paying for construction materials to fulfill a contract with your organization must pay sales and use tax on all such materials. Only purchases of construction materials that are directly billed to your organization may be purchased exempt from sales tax.
- Sales by your organization are not subject to sales or use tax if conducted within your organization's exempt civic or charitable functions and activities.
- Sales not directly related to your exempt function that are made only to raise funds for your organization, are not exempt unless such sales are occasional or isolated sales.
- If your organization engages in a competitive commercial business that serves the general public, even if the profits are used for purposes of your exempt function, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Division, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email salestaxexemptions@dor.mo.gov, or call 573-751-2836.

The Lake of the Ozarks Mardi Gras Pub Crawl is an event that provides a substantial amount of revenue for local hotels, restaurants, and retail businesses within a 48-hour window in February (off-season) each year that wouldn't normally be available. The average attendance for this event ranges from 4,000 to 6,000 (dependent on weather). There are 23 busses total that will be running the route from 4pm until 2:30am shuttling attendees to all 16 participating venues and on-route lodging facilities.

Pub Crawl - Feb 16th, 2018

Income

Wristband sponsorship	500			
TCLA	3000			
Arris Pizza			LACC Member	
Chevy's			LACC Member	
Casablanca	250			
Fat Polly's	1000		new venue	
Inn at the Grand Glaize	0		LACC Member	
JJ Twigs			LACC Member	
Lil Rizzos			LACC Member	
Vista Grande			LACC Member	
Lucky's			LACC Member	
Mexicali Blues			LACC Member	
Tirebiters			LACC Member	
Woobly Boots			LACC Member	
Tucker's Shuckers			LACC Member	
S.N.A.F.U.	250			
Wicked Willies			LACC Member	
High Noon	1000		LACC Member	
Baymont Inn & Suites		on-route		
Days Inn		on-route	LACC Member	
Econo Lodge		on-route	LACC Member	
Inn at the Grand Glaize		on-route	LACC Member	
Lake House Hotel		on-route	LACC Member	
Quails Nest		on-route	LACC Member	
Quality Inn & Suites		on-route	LACC Member	
Scottis Inns		on-route	LACC Member	
Town & Country Motel		on-route		
The Lodge at Port Arrowhead		on-route	LACC Member	
Camden on the Lake	200	non on-rou	LACC Member	banner sponsor
Lakeview Resort		non on-rou	LACC Member	
Sleep Inn& Suites		non on-rou	LACC Member	
The Lodge of Four Seasons		non on-rou	LACC Member	
Lone Oak Point Resort		non on-rou	LACC Member	
Osage National		non on-rou	LACC Member	
A6 Star Management		non on-route		
Keys to the Lake		non on-rou	LACC Member	
Ozark Yacht Club		non on-rou	LACC Member	
Robins Resort		non on-rou	LACC Member	
Southwood Shores		non on-rou	LACC Member	
The Regalia	150	non on-route		enhanced lodging sponsorship
MO Eagle (Bud Light)	2000			supporting sponsor
Log Boat (Major Brands)	1000			supporting sponsor
Red Bull	500			supporting sponsor
cruzan rum & jim beam	2500			supporting sponsor
Wristband Sales	27,650			
	40000			

$40,000.00 budgeted income

Expense

First Student - Busses		15,202.80	
Hotel Shuttle (4 Short Busses - Kent Morriss)		3,375.00	4pm to 2:30am - 4 busses
Bus Security - Michael Huzler		8,400.00	
Porta Potties?!?			NO
Insurance (weather)		1,200.00	
Tri-Fold Brochures - 2,500 qty	NA		
Posters - 50 qty	NA		Luke has informed us that all printing needs can be covered by Major Brands and other sponsors
Flyers - 100 qty	NA		
writstbands - 8,000 qty		269	
94.9 FM - CUMULUS MEDIA KCMO		1,800	
KFLW - Ft. Wood		750	
KDRO/KPOW/KQUL/KLOZ - Benne Media		2,000	
93.5 Rocks		600	
The Arch - St. Louis		1,960	
KSHE - St. Louis		2,000	
Lake Media (Vacation News/Boat/Online)		1070	
Lake Expo (mobile - $200/mnth)		400	
MSW - Mail Chimp Subscriber Fee		125	
MSW - Website Hosting		360	
MSW - SMS Text Messeging		135.85	
MSW - Social Media		745	
MSW - FB Added Budget		150	
MSW - Eblasts		300	
MSW - Domain Renewal		13.95	
Lamar Billboards (Digital 42/HH/Stonecrest)		1,000	
		41,856.60	

36,500 IS BUDGET ON EXPENSE (as you can see we will be exceeding Expense Budget for sure)

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 02/21/19
Originator: ***(Name/Title)*** Todd Davis, Police Chief
Date Submitted: 02/13/19

Agenda Item Title:

Motion to Approve MoDOT Traffic and Highway Safety Division City Council Authorization Form.

Presented by: ***(Name/Title)*** Todd Davis, Police Chief

Requested Action:

- [x] **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)***

Missouri Department of Transportation, Highway Safety Division requires that this form be signed by all members of the Board of Aldermen prior to all grants being awarded.

Deadline for Action: **YES** (●) **NO** ( )

If yes, explain:

Authorization form needs to be completed and submitted prior to receiving funding.

Fiscal Impact:

Not Applicable [x]
Budgeted Item: YES ( ) **NO** ( )
If no, provide funding source: ____
Budget Line Item/Title: ____

FY____Budgeted Amount:	**$** ________________
Expenditures to Date________:	**($________________)**
Available:	**$** 0.00
Requested Amount:	**$** ________________

Attachments: YES (●) **NO** ( )

If yes, list attachments:

City Council Authorization Form

Department Comments and Recommendation:

This form is the requirement of the Missouri Department of Transportation Highway Safety and Traffic Division, for overtime traffic enforcement.

We receive funds for Hazardous Moving Violation and DWI Saturation Enforcement projects.

The City has participated in this grant program for several years.

City Administrator Comments and Recommendation:

I concur with the Police Chief's recommendation.

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On ______________________, 20___ the Council of ______________________ ______________________ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of ______________________ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

______________________ Council Member	______________________ Council Member
______________________ Council Member	______________________ Council Member
______________________ Council Member	______________________ Council Member
______________________ Council Member	______________________ Council Member

____
Mayor