NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA

CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-2039
www.osagebeach.org

Tentative Agenda
REGULAR MEETING
July 2, 2019 – 6:00 P.M.
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

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 June 20, 2019 — Page 1
- Bills List — Page 7
- Liquor License Renewal Approval – El Charco Azul Mexican Restaurant

OLD BUSINESS

A. BILL NO 19-41

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To Lazy L. Properties And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described in Section 2. — Page 19

Second Reading

B. BILL NO 19-42 — Page 29

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

Second Reading

C. BILL NO 19-43 — Page 33

An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Sign A For A Fireworks Show To Be Held At The National Night Out Event At The City Park On Tuesday August 6, 2019 With Brilliant Skies Fireworks.

Second Reading

D. BILL NO 19-44 Page 40
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract Ob18-016 With Stockman Construction For The Dude Ranch Road Sidewalk Improvements, Phase 4.
Second Reading

NEW BUSINESS

A. BILL NO 19-45 Page 46
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Contract OB19-010 With Heggemann, Inc. For Drilling A New Well, A New Well Pump, Well House, Electrical Controls And Other Systems For The New Swiss Village Well No. 3.
First Reading

B. BILL NO 19-46 Page 52
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Engineering Contract AEOB18-009, Task Order No. 4 With HDR Engineering, Inc., For The Swiss Village Well #3.
First Reading

C. BILL NO 19-47 Page 60
An Ordinance Of The City Of Osage Beach, Missouri, Approving The Appointment Of A Judge Pro Tem For The Osage Beach Municipal Division And Authorizing The Mayor To Execute A Service Agreement For A Municipal Division Judge Pro Tem.
First Reading

D. BILL NO 19-48 Page 66
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute An Agreement Between The School Of The Osage (District) And The City Of Osage Beach (City) For Services Of A School Resource Officer (SRO).
First Reading

E. BILL NO 19-49 Page 74
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Expenditure Of Funds For Promotional Efforts To Support The Lake Of The Ozarks Bikefest 2019 Event Support Request
First Reading

DISCUSSION

A. Liquor License Renewal Page 85

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

June 20, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, June 20, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Tom Walker, Alderman Richard Ross, Alderman Tyler Becker, Alderman Kevin Rucker, Alderman Phyllis Marose and Alderman Greg Massey Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS
None

CITIZENS' COMMUNICATIONS
L. Leatherberry – Thanked the Board of Aldermen for all the hard work they have done to get the Medical Marijuana Ordinance passed.

APPROVAL OF CONSENT AGENDA
Alderman Rucker made a motion to approve the Consent Agenda (Minutes June 6, 2019, List of Bills and Liquor License Renewals Bella Donna Salon, LLC, Eagle Lanes, LLC, Iguana Watersports, Inc., Luxury Nails & Spa, Mama Cita's, Moorings Gas & Yacht Supply, Pappo's Pizzeria & Pub, Sergio's Taqueria, Smokers Outlet #24, The Solomon Group, LLC, Wacky Knacky Diner, LLC). This motion was seconded by Alderman Becker. Motion passes unanimously.

OLD BUSINESS
BILL NO. 19-37
An Ordinance Of The City Of Osage Beach, Missouri, Amending Section 405.020, 405.130, 405.210, 405.240 And 405.640 Of The Osage Beach Codes Of Ordinances Relating To The Amendments And Changes To The Zoning Ordinance Regarding Medical Marijuana *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 19-37 as presented. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 19-37 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker, Alderman Massey and Alderman Marose. "Nays" – 0. Bill 19.37 was passed and approved as Ordinance 19.37.

BILL NO. 19-38
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute A Contract With Reinhold Electric, Inc. For The Traffic Signal, Street Lighting And Ball Field Lighting Maintenance And Repair Services Project *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 19-38 as presented. This motion was seconded by Alderman Massey. The following roll call was taken to approve the second and final reading of Bill 19-38 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Becker, Alderman Rucker, Alderman Massey, Alderman Marose and Alderman Walker. "Nays" – 0. Bill 19.38 was passed and approved as Ordinance 19.38.

BILL NO. 19-39
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To Schell And Schell And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described In Section 2. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 19-39 as presented. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 19-39 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Rucker, Alderman Massey, Alderman Marose, Alderman Walker and Alderman Ross. "Nays" – 0. Bill 19.39 was passed and approved as Ordinance 19.39.

BILL NO. 19-40
An Ordinance Of The City Of Osage Beach, Missouri, Vacating A Portion Of The Right Of Way Of Valley View Drive. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 19-40 as presented. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 19-40 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross and Alderman Becker. "Nays" – 0. Bill 19.40 was passed and approved as Ordinance 19.40.

NEW BUSINESS
Presentation of the City's 2018 Comprehensive Annual Financial Report (CAFR)

BILL NO 19-41
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Sale Of Property To Lazy L. Properties And Authorizing The Mayor Of The City Of Osage Beach To Sign And Execute A Quitclaim Deed As Described in Section 2. *First Reading*

The bid opening for this piece of property was on 06/10/2019. One bid was received for the property on Mace Road (Tank Lot). The winning bidder was Lazy L. Properties in the amount of $3176.00.

Alderman Marose made a motion to approve the first reading of Bill NO 19-41. This motion was seconded by Alderman Ross. Motion passes unanimously.

BILL NO 19-42
An Ordinance Of The City Of Osage Beach, Missouri, Amending Ordinance No. 18.59 Adopting The 2019 Annual Budget, Transfer Of Funds For Necessary Expenses. *First Reading*

The Mitel phone upgrade was budgeted in 2018, but the project was not completed until early 2019.
The Mitel VIOP project was originally approved on the 10/04/18 Board meeting (Bill # 18.49) and then modified at the 12/06/18 Board meeting (Bill #18.67). This Budget Amendment is for multiple accounts. There are several items that carried over from 2018 and a few items that will require a transfer from other accounts in General fund.

	Original Item	Amended Item
10-13-743102 Telephone Service	$25,000	$44,400
10-13-743300 Repair of System - Telephone	$3,000	$11,500
10-13-774261 Office Equip & Machinery	$0.00	$9,407
10-13-761150 Contingency	$10,000	$3,800
10-14-733610 Maintenance & Repair	$14,220	$10,720

Alderman Ross made a motion to approve the first reading of Bill NO 19-42. This motion was seconded by Alderman Massey. Motion passes unanimously.

BILL NO 19-43
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Sign A For A Fireworks Show To Be Held At The National Night Out Event At The City Park On Tuesday August 6, 2019 With Brilliant Skies Fireworks. *First Reading*

City Staff looked informally for fireworks companies that would be willing to do a show for the amount that we budget ($2,000.00). After contacting several fireworks vendors both locally and nationally, Brilliant Skies is the only one willing to do such a small show. This Fireworks show will be part of the entertainment for the National Night Out event being held at the City Park on Tuesday August 6, 2019. Brilliant Skies has done multiple shows in the lake area for Shawnee Bluff Winery, Celebration Cruises, and 7 Spring Winery with good results. Brilliant Skies has also previously done fireworks shows in our Park and they have a good relationship with our local Fire Department.

Alderman Massey made a motion to approve the first reading of Bill NO 19-43. This motion was seconded by Alderman Becker. Motion passes unanimously.

BILL NO 19-44
An Ordinance Of The City Of Osage Beach, Missouri, Authorizing The Mayor To Execute Construction Contract OB18-016 With Stockman Construction For The Dude Ranch Road Sidewalk Improvements, Phase 4. *First Reading*

This project is to remove the non-ADA asphalt trail along Dude Ranch Road and replace with ADA compliant which includes concrete curb and gutter along the northern side of the roadway. This is the last piece of Dude Ranch Road that doesn't meet ADA requirements. This project will also improve storm drainage in the Dude Ranch Road area. We opened bids on May 22, 2019. There were 2 bidders. Donald Maggi, Inc. out of Rolla, MO is the low bidder with a bid amount of $331,540.56. The second bidder is Stockman Construction out of Jefferson city, MO with a bid amount of $401,930.00. We have done work with both contractors in the past. Donald Maggi, Inc. is currently working on Mace Road. They have been issued a substantial completion as of right now. We expect the final acceptance to be completed soon. Stockman Construction's most recently awarded project was Dorothy Lane.

There are multiple options on proceeding with this at the Board's discretion:
1) We can delay the award of this contract. As stated in the Instruction to Bidders "15.0 Bids to Remain Open, 15.1 All Bids shall remain open for delivery by the Owner... ninety (90) consecutive calendar days after the date of Bid opening." We opened bids on May 22, 2019. We can delay until August 20th. This allows time to finalize the Mace Road contract to see how those negotiations played out.
2) We can reject all bids. We only received two bids. We had other contractors that were interested but they couldn't get it completed in the time frame that we were looking at. We do not know if we will get a better price.
3) We can award the project to one of the two bidders.

City Administrator Woods recommend awarding the contract to the second lowest bidder, Stockman Construction because, 1) current issues have not been resolved with the lowest bidder, Donald Maggi, Inc., on a recent project and does not recommend proceeding with a new project with them at this time, 2) it is not guaranteed that rebidding the project will attract a lower bid or will draw more bidders, 3) the second lowest bid is under budgeted amounts as well as the engineer's estimate, and 4) projects to finish the sidewalks on Dude Ranch have been ongoing for a few years.

Alderman Marose made a motion to approve the first reading of Bill NO 19-44. This motion was seconded by Alderman Becker. Motion passes 5 ayes 1 nay.

MOTION
Motion to authorize the City Administrator to execute the "Request for Approval of Agreement to Transfer Funds" to effectuate a transfer of non-primary entitlement funds allotted to the City in 2016.

This motion will authorize the City Administrator to execute the attached form titled "Request for Approval of Agreement to Transfer Funds." The effect of this will release (return to Mo-DOT Aviation) $150,000 previously reserved to the Grande Glaize Airport in Fiscal Year 2016. This money is an allotment (grant) of Non-Primary Entitlement Funds allotted to the City by the Missouri Department of Transportation which remain unused and unneeded by the City. The City Treasurer has confirmed that this action does not require the City to write a check or move any money. The Airport Manager reports that this action only releases money held for the City by Mo-DOT. This action will allow Mo-DOT Aviation to put this money to use elsewhere in Missouri. If the City does not release or use these funds this year, the allotment expires and the funds lapse back to the United States, Department of Transportation.

Alderman Ross made a motion to authorize the City Administrator to execute the "Request for Approval of Agreement to Transfer Funds" to effectuate a transfer of non-primary entitlement funds allotted to the City in 2016. This motion was seconded by Alderman Rucker. Motion passes unanimously.

Motion to approve the purchase of parts and equipment for lift station improvements from Municipal Equipment in the amount not to exceed $169,551.14.

This is for the purchase of new pumps, panels, base elbows and other items for Tan-Tar-A 5 plex, 27-04 (Harbor Heights) and 62-2 (Hawthorn) lift stations. We asked Municipal Equipment to provide a cost for 2 pumps, panel, base elbows, guide rail brackets, guide rail, floats and appurtenances. Municipal Equipment is the sole source provider for Sulzer/ABS Pumps for the City. The cost as submitted for these 3 pump stations is $169,551.14. Municipal Equipment has quoted an additional 5% discount if all three of these stations are ordered at the same time. Th cost for lift stations 27-04 and 62-2 are the same ($48,737.90) and are comparable to the cost of similar stations the City has done in the past. The cost for the Tan-Tar-A station is higher because a phase converter is required as 3-phase power is unavailable at this location. The sewer department would like to utilize a variable frequency drive (VFD) to convert. It is a little more expensive than the Ronk static, but it is easier to operate and doesn't have as many components. This request for $169,551.14 is more than budgeted; additional funds need - $20,031.14. A budget amendment will be coming. I & I Improvements (35-00-773220) will be postponed in order to stay within budget. The Public Works Department will perform the work. We would like to proceed with authorization to purchase the equipment as the lead time is 8 to 10 weeks.

Alderman Rucker made a motion to approve the purchase of parts and equipment for lift station improvements from Municipal Equipment in the amount not to exceed $169,551.14. This motion was seconded by Alderman Ross. Motion passes unanimously.

DISCUSSION
Sidewalk Master Plan - The Public Works Department has been looking into criteria to create a sidewalk master plan. New sidewalks and/or existing sidewalks. The issue with existing is that some of them do not meet ADA requirements and should they be scored differently than new sidewalks. The criteria for new and existing would not be the same. Ideas for Criteria for new sidewalks: Connectivity, Terrain/Safety, Costs, Population and Density. Important factors that would be considered are residential and

commercial/governmental functions. Projects that score high would have places for users to shop/go to work and larger numbers of people. Projects that score low are ones that are in larger lot single family subdivisions or undeveloped areas. Ideas for Criteria for existing sidewalks: Pedestrian Counts, Condition, ADA and Cost. This information would set the foundation for the sidewalk master plan.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN
Alderman Rucker
Asked Public Works Director Nick Edelman to investigate the discoloration on Bluff Water Tower.

Alderman Ross
None

Alderman Becker
None

Alderman Marose
Shout out to Transportation Department on the stripping on the Streets.

Alderman Massey
Parkway looks great. Who is responsible for the painting on the islands?
PW Director Edelman – The islands Alderman Massey is referencing are owned by MoDOT.

Alderman Walker
NO

STAFF COMMUNICATIONS
City Administrator Woods– Budget reconciliation will be done in July. Board Strategic Planning will be on July 29. Time and location to be determined. If any Board members would like to replace their old business cards, please get with Angel.

City Attorney Rucker – Municipal Court for the next 2 months will be the 2nd and 4th Thursdays.

City Clerk Berreth – Please remember to get your NIMS training done and sent in by the end of July or sooner.

Administrative Lieutenant Mike O'Day – Thanks to all the hard work done by Gina King the City of Osage Beach received a letter of congratulations for the outstanding work done on the Sexual Assault Kits.

City Planner Patterson – Appreciate all the hard work on passing the medical marijuana ordinance.

City Treasurer Bell – The 2018 Budget will be sent into the Award Program.

Public Works Director Edelman- The application has been submitted to MoDOT for the widening of Beach Drive.

Airport Director Dinsdale – LC Fine is on schedule and Grand Glaze is busting with activities.

Staff in attendance – Jeana Woods, Ed Rucker, Mike O'Day, Cary Patterson, Kerri Bell, Nick Edelman, Matt Vanderoot, Ron White, Ty Dinsdale and Mike Welty.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:33 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 June 20, 2019 and approved on July 2, 2019.

Tara Berreth, City Clerk

John Olivarri, Mayor

CITY OF OSAGE BEACH
BILLS LIST
July 2, 2019

Bills Paid Prior to Board Meeting	**70,625.07**
Payroll Paid Prior to Board Meeting	
SRF Transfer Prior to Board Meeting	**245,346.35**
TIF Transfer Dierbergs	**163,181.38**
TIF Transfer Prewitt's Pt	**191,701.47**
Bills Pending Board Approval	**494,622.56**
Total Expenses	**1,165,476.83**

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	MAY CVC COLLECTIONS	635.07
		MO TREASURER BUDGET DIRECTOR	MAY PEACE OFFICER TRAINING	89.63
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	300.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	MAY CADV COLLECTIONS	180.13
		SHERIFFS RETIREMENT SYSTEM	MAY COLLECTIONS	270.00
			TOTAL:	1,474.83
Mayor & Board	General Fund	BANKCARD SERV 9239	MML CONFERENCE - P.MAROSE	130.00
		MO MUNICIPAL LEAGUE	MML REG- MAYOR & BOARD	3,300.00
		BANKCARD SERV 1490	NAME PLATE - J.OLIVARRI	15.24
			TOTAL:	3,445.24
City Administrator	General Fund	BANKCARD SERV 9239	MOCPA MEMBERSHIP-J.WOODS	405.00
		MO MUNICIPAL LEAGUE	MML REGISTRATION-J.WOODS	473.00
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONES	81.01
			TOTAL:	959.01
City Clerk	General Fund	BANKCARD SERV 1490	LODGING FOR MML - T.BERRET	591.64
			LODGING FOR MML - T.BERRET	127.23
		BERRETH, TARA	MILEAGE REIMB MML CONF 6/6	96.40
			TOTAL:	815.27
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	CAFR AWARD APP	460.00
			TOTAL:	460.00
Municipal Court	General Fund	ONE TIME VENDOR HARMS LAW OFFICE	APPOINTED COUNSEL	150.00
		LAW OFFICE OF MARK A W	DOCKET # 18001218-18001222	100.00
			TOTAL:	250.00
City Attorney	General Fund	MO MUNICIPAL LEAGUE	MML REGISTRATION-E.RUCKER	450.00
			TOTAL:	450.00
Building Inspection	General Fund	AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	88.50
		WEX INC	BLDG DEPT FUEL	142.21
			BLDG-VEH MAINT	7.76
			TOTAL:	238.47
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 5/14-6/13/19	11.68
			CITY HALL SVC 5/14-6/13/19	5,957.58
		LOWE'S	WEED KILLER & OIL	15.44
			CONCRETE SEALANT	8.06
			TOTAL:	5,992.76
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	BEVERAGES FOR CONCESSIONS	1,638.51
			CONCESSION BEVERAGES	1,461.98
		FECHTEL BEVERAGE & SALES INC	RETURN BEER FOR CONCESSION	30.00-
			BEER FOR CONCESSIONS	346.30
			BEER FOR CONCESSIONS	125.60
		LOWE'S	AERATOR FOR FAUCET REPAIR	4.50
			CLEANING SUPPLIES	7.59
			DRIVER BIT	4.74
			STORAGE TOTE & PROPANE EXC	63.07
			BOLTS	5.02
			BOLTS	5.50
			TARP HOOK	7.00
			WASHERS & HEX SCREWS	28.28

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SCREWDRIVER BIT & SCREWS	9.47
			50FT VINYL HOSE	56.96
			SCREWS	5.69
		BANKCARD SERV 1508	PROTECTIVE MASKS	25.00
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	434.50
			BEER FOR CONCESSIONS	182.35
			BEER FOR CONCESSIONS	29.50
		WEX INC	PARK DEPT FUEL	646.52
		AMEREN MISSOURI	LWR DIAMOND LTS 5/7-6/6/19	33.44
			HATCHERY RD SIGN 5/14-6/13	86.23
			PARK MAINT BLDG 5/14-6/13/	20.25
			CP 2 DISPLAY C 5/14-6/13/1	11.24
			SOCCER FIELDS 5/14-6/13/19	21.43
			CP 2 DISPLAY D 5/14-6/13/1	11.24
			PARK BALL FIELDS 5/14-6/13	1,776.24
			CP 2 DISPLAY B 5/14-6/13/1	12.56
			CP 2 DISPLAY A 5/14-6/13/1	11.24
			HWY 42 BALL PK LTS 5/7-6/6	100.74
			CP 2 IRRIG PUMP 5/14-6/13/	11.46
		WEST, GREG	UMPIRE 3 GAMES 6/05	75.00
			UMPIRE 9 GAMES 6/3-6/14	235.00
		DULLE, PATRICK VINCENT	UMPIRE 4 GAMES 6/3, 6/4 &	140.00
			UMPIRE 10 GAMES 6/10-6/14	350.00
		BOYER, MARVIN	UMPIRE 4 GAMES 6/4 & 6/5	140.00
			UMPIRE 9 GAMES 6/10-6/14	315.00
		UNDERWOOD, MATTHEW W SR	UMPIRE 5 GAMES 6/3 - 6/5	175.00
		MCGUIRE, MICHAEL EDWARD	UMPIRE 5 GAMES 6/5 & 6/6	135.00
			UMPIRE 7 GAMES 6/10-6/14	210.00
		CRAIG, JON	UMPIRE 2 GAMES 6/3 & 6/4	60.00
			UMPIRE 3 GAMES 6/13-6/14	90.00
		FRIEDMAN, MICHAEL	UMPIRE 2 GAMES 6/4	70.00
			UMPIRE 2 GAMES 6/11	70.00
		BHATTI LLC dba AUNTIE ANNE'S	CONCESSION PRETZELS 5/4-5/	1,226.00
			MONTHLY RENTAL CASE/WARMER	20.00
			TOTAL:	10,465.15
Human Resources	General Fund	BANKCARD SERV 9239	SHRM MEMBRSHP/WORKSHP- C.L	624.00
		BANKCARD SERV 9759	25 YR GIFT - D. HAYES	43.38
			25 YR GIFT - D. HAYES	60.00
		BANKCARD SERV 1508	EMPLOYMENT AD-COMM SUPERVI	229.50
			TOTAL:	956.88
Overhead	General Fund	BANKCARD SERV 9239	PIC MONKEY SUBSCRIPTION	71.88
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	56.78
		WEX INC	CITY HALL GPS	350.00
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL	226.42
		MITEL CLOUD SERVICES INC	PHONE SERVICE	2,392.13
			TOTAL:	3,097.21
Police	General Fund	FBI/NAA	FBINAA RETRAINR-T.DAVIS,K.	350.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	387.74
		BANKCARD SERV 1508	UNLIMITED WASH CLUB - T.DA	29.00
			LODGING NRA INSTR-J.CHAPMA	602.10
			UNLIMITED WASH CLUB-T.DAVI	29.00
		WEX INC	POLICE DEPT FUEL	4,649.09
			POLICE DEPT CAR WASHES	122.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE	202.87
			TOTAL:	6,372.67
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 5/23-6/22/19	1,075.08
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	99.98
			COMM CABLE	28.79
		AT&T MOBILITY-CELLS	911 DEPT CELL PHONES	36.76
		MITEL CLOUD SERVICES INC	POLICE CALL RECORDING	285.41
			TOTAL:	1,526.02
Information Technology	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	279.96
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	97.49
		BANKCARD SERV 1441	DEMO 5070 WYSE TERMINAL	483.25
			TOTAL:	860.70
Emergency Management	General Fund	BANKCARD SERV 1508	MO ST EMERG MGMT TRNG-T.DA	175.00
			TOTAL:	175.00
Economic Development	General Fund	BANKCARD SERV 9239	MEAL LOREDC MTG- J. WOODS	13.66
			SUPPLIES FOR 60TH ANNIVERS	24.72
			MEDC CONF-J. WOODS, J.OLIV	510.00
			TOTAL:	548.38
Transportation	Transportation	CAMDEN COUNTY RECORDER OF DEEDS	FAX WD 609-879	2.00
			FAX WD 609-897	2.00
			EMAIL COPY WD 417-631	2.00
			FAX WD 609-879	2.00
			EMAIL COPY WD 772-857	2.00
		LOWE'S	WEEDBURNER TORCH & PROPANE	99.72
		BANKCARD SERV 9759	AIR REGISTER FOR PW BLDG	58.87
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	104.21
		WCA WASTE CORPORATION	PORTA POTTY 5/1-5/31/19	83.00
		WEX INC	ENG -TRANS FUEL	48.86
			TRANS DEPT FUEL	2,874.39
			TRANS GPS	316.75
		XEROX CORPORATION DBA XEROX FINANCIAL	TRANSPORTATION	75.47
		AMEREN MISSOURI	792 PASSOVER ST LTS 5/14-6	58.19
			872 PASSOVER ST LTS 5/14-6	62.54
			KK DR/PALISADES LTG 5/2-6/	0.09
			680 PASSOVER LTG 5/14-6/13	43.97
			MAINT SALT BLDG 5/8-6/9/19	11.24
			STREET LIGHTS 5/1-6/1-19	3,867.08
			CUST OWNED ST LTS 5/1-6/1/	1,371.05
			NEW STREET LIGHTING FACILI	7,504.52
			TOTAL:	16,589.95
Water	Water Fund	GOEHRI, GEORGE	APR INS PREMIUM	50.20
			MAY INS PREMIUM	50.20
			JUNE INS PREMIUM	50.20
		LOWE'S	SUPPORT BAR FOR HYDRANT ME	24.69
			CLAMPS,TUBING,VALVES WELL	37.81
			COAL SLAG FOR SANDBLASTER	24.56
			COUPLER,PLUG KIT,AIR FIL-W	48.47
			PICK AX & SHOVEL	54.12
			GLUE TRAP	14.19
		BANKCARD SERV 9759	AIR REGISTER FOR PW BLDG	58.87

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	82.48
		WEX INC	ENG -WATER FUEL	48.86
			WATER DEPT FUEL	1,251.19
			WATER GPS	141.75
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER	75.47
		AMEREN MISSOURI	LK RD 54-29 WELL 5/14-6/13	767.99
			BLUFF TOWER 5/8-6/9/19	165.46
			COLLEGE WELL 5/7-6/6/19	3,049.11
			COLUMBIA WELL 5/14-6/13/19	3,906.63
			COLUMBIA TWR POLE 5/14-6/1	85.56
		MANKEY, KYLE	MILEAGE REIMB 6/12 - 6/19/	58.00
		DEVORE, CALEB	MILEAGE REIMB 6/5-6/12/19	95.70
			TOTAL:	10,141.51
Sewer	Sewer Fund	LOWE'S	SFTY GLASSES,LOCATOR BATTE	45.48
			PVC CAP	31.78
			CONDUIT ELBOW FITTING	9.40
			DRILL BITS	45.41
		BANKCARD SERV 9759	AIR REGISTER FOR PW BLDG	58.86
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	123.72
		EARP, NATHAN	MILEAGE REIMB 6/5-6/12/19	219.24
		STARK, CHAD	MILEAGE REIMB 6/5-6/12/19	39.44
		DUNCAN, CHRIS	MILEAGE REIMB 5/29-6/5/19	73.08
		WEX INC	ENG -SEWER FUEL	48.86
			SEWER DEPT FUEL	1,898.08
			SEWER GPS	216.50
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER	75.47
		AMEREN MISSOURI	CLEARWOOD LN 5/5-6/4/19	0.65
			CMPGRND LN GRINDER 5/8-6/9	20.74
			4631 WINDSOR GRND 5/14-6/1	12.88
			PREWITTS PT GP OB 5/7-6/6/	61.12
			PA HE TSI 5/8-6/9/19	13.78
			GRINDER PUMPS & LIFT STATI	402.06
			PONDEROSA 54-29 5/14-6/13/	11.57
			1089 OB RD L/S 5/14-6/13/1	11.24
			1902 PROCTER G/P 5/22-6/12	13.84
			5707 OB PKWY 5/14-6/13/19	13.00
			1004 ZEBRA LIFT PUMP 5/5-6	5.90
		LIEDEL JR., BRIAN	MILEAGE REIMB 6/12-6/19/19	250.56
			TOTAL:	3,702.66
Ambulance	Ambulance Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	28.79
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	44.25
		BANKCARD SERV 1508	AMB DEPT TRAINING MEETING	27.70
		WEX INC	AMB FUEL	508.27
			TOTAL:	609.01
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LCF RD WELL 5/9-6/11/	19.93
			KAISER TERMINAL BLDG 5/9-6	492.56
			LCF HANGAR 2 5/9-6/11/19	54.33
			LCF NEW AP HANGAR 5/9-6/11	51.38
		LOWE'S	BUG KILLER,REPLLNT,GLOVS,B	47.75
			WASP/HORNET SPRAY	3.30
		AT&T MOBILITY-CELLS	LCF CELL PHONE	22.13
		DINSDALE, TY	MEAL REIMB NIMS TRAINING	47.50
		WEX INC	LCF FUEL	78.06

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LCF GPS	50.00
			TOTAL:	866.94
Grand Glaize Airport	Grand Glaize Airpo	LOWE'S	120V SINGLE POLE	49.01
		AT&T MOBILITY-CELLS	GG CELL PHONE	22.13
		DINSDALE, TY	MEAL REIMB NIMS TRAINING	47.50
		WEX INC	GG FUEL	38.77
			GG GPS	25.00
			TOTAL:	182.41

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

10	General Fund	38,087.59
20	Transportation	16,589.95
30	Water Fund	10,141.51
35	Sewer Fund	3,702.66
40	Ambulance Fund	609.01
45	Lee C. Fine Airport Fund	866.94
47	Grand Glaize Airport Fund	182.41
	GRAND TOTAL:	70,180.07

TOTAL PAGES: 5

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	ONE TIME VENDOR	Bond Refund:160709671-01	122.50
			Bond Refund:160710188-01	322.50
			TOTAL:	445.00

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

10	General Fund	445.00
	GRAND TOTAL:	445.00

TOTAL PAGES: 1

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	LABELS, PENS, MARKERS	34.85
			DRY ERASE ERASER	1.69
			DRY ERASE BOARD & MARKERS	36.15
		PITNEY BOWES BANK INC DBA PITNEY BOWES	CITY CLERK POSTAGE	163.35
			TOTAL:	236.04
City Treasurer	General Fund	ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS - A.MOULDER	39.50
			TOTAL:	39.50
Municipal Court	General Fund	PITNEY BOWES BANK INC DBA PITNEY BOWES	MUNICIPAL POSTAGE	87.00
			TOTAL:	87.00
City Attorney	General Fund	STAPLES BUSINESS ADVANTAGE	EXPANSION & 3 TAB FOLDERS	79.86
			TOTAL:	79.86
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE - BD 3	45.95
		PITNEY BOWES BANK INC DBA PITNEY BOWES	BUILDING POSTAGE	190.05
			TOTAL:	236.00
Building Maintenance	General Fund	EZARDS	PARTS FOR LOBBY TOILET REP	5.38
			TOILET TANK HOSE	6.59
		LAKE SUN LEADER 81525 & 1586450	BID - JANITORIAL SERVICE	63.00
		LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE SPRINKLER BACKFLOW RE	495.00
		BUTLER SUPPLY CO	LED LIGHTBULBS	241.00
		SURECUT LAWNCARE LLC	MAY GRNDS MAINT/ IRRIG REP	2,321.43
		CROWN LINEN SERVICE INC	CH FLOOR MATS	34.88
		ONE TIME VENDOR ROBERT BROOKE & ASSOC	PRIVACY STRIPS	102.78
			TOTAL:	3,270.06
Parks	General Fund	GB MAINTENANCE SUPPLY	MOP BUCKET & TOILET CLEANE	136.58
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC FILTER	41.80
			BOAT BATTERY FOR TROLLING	89.73
		DAM STEEL SUPPLY	WELDED EDGE-INFIELD DRAG T	56.71
			CULVERT FOR PEANICK PK DUG	260.00
		BEACON ATHLETICS	BASE SETS & HARDWARE	908.00
		ALPHAGRAPHICS OF OSAGE BEACH	METAL ADVERTISEMENT SIGN	203.90
		MIDWAY RENTAL & SALES	T LIFT	210.00
			FILE GUIDE	14.50
		PITNEY BOWES BANK INC DBA PITNEY BOWES	PARK POSTAGE	19.50
		SPRINGFIELD GROCER COMPANY dba SGC FOO	TRASH BAGS	29.55
			CONCESSION SUPPLIES	1,407.42
			CONCESSION SUPPLIES	90.30
			HAND SOAP	41.12
			CONCESSION SUPPLIES	344.88
		PIONEER MANUFACTURING CO dba PIONEER A	FIELD SUPPLIES & PAINT	473.20
			FIELD SUPPLIES	189.95
			TOTAL:	4,517.14
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	DOT SCREEN	90.00
			PRE EMPLOYMENT SCREEN	80.00
			POST ACCIDENT SCREEN	20.00
			FIT FOR DUTY SCREEN	120.00
			POST ACCIDENT SCREEN	40.00
			PRE EMPLOYMENT SCREEN	60.00
		STAPLES BUSINESS ADVANTAGE	TRAVEL MOUSE	15.63
		PERSONNEL EVALUATION INC	PRE EMPLOYMENT TESTING	260.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	685.63
Overhead	General Fund	MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	115,567.98
			CLERCAL/PD WC 7/1/19-7/1/2	75,527.65
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, MARKERS	124.55
		PITNEY BOWES BANK INC DBA PITNEY BOWES	OVERHEAD POSTAGE	164.99
			TOTAL:	191,385.17
Police	General Fund	O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT - PD 16	13.15
		POSITIVE PROMOTIONS INC	PD PROMO PENCILS & BAGS	398.13
		PITNEY BOWES BANK INC DBA PITNEY BOWES	POLICE POSTAGE	71.05
		INFINITECH CONSULTING LLC	DELL LATITUDE FOR PD	991.00
			TOTAL:	1,473.33
911 Center	General Fund	PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	105.44
			TOTAL:	105.44
Planning	General Fund	PITNEY BOWES BANK INC DBA PITNEY BOWES	PLANNING POSTAGE	10.20
			TOTAL:	10.20
Information Technology	General Fund	PITNEY BOWES BANK INC DBA PITNEY BOWES	IT POSTAGE	9.00
		SHI INTERNATIONAL CORP	(2) UNITREND NETWORK ADAPT	2,778.00
			TOTAL:	2,787.00
Economic Development	General Fund	COMFORT CARE	RECLAIM REFRIGERANT-4 APPL	320.00
			TOTAL:	320.00
Transportation	Transportation	CAPITAL MATERIALS LLC	RAP/SHINGLES - 2018 PATCH	990.55
		EZARDS	ANCHOR W/ 4" AUGER	6.99
			HARDWARE FOR ZERO TRN MWR	2.46
			FASTENERS- ZERO TURN MOWER	2.69
			LIGHTS FOR SHOP BLDG	25.98
			ROLLER FOR PARKWAY PAINTIN	9.98
			ROLLER FOR PARKWAY PAINTIN	3.59
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	37.95
			TRANS DEPT FLOOR MATS	13.55
			TRANS DEPT UNIFORMS	37.95
			TRANS DEPT FLOOR MATS	13.55
		MO ONE CALL SYSTEM INC	LOCATES	72.36
		MOTOR HUT INC	OIL FOR ZERO TURN MOWER	13.82
		O'REILLY AUTOMOTIVE STORES INC	OIL & FILTER - TK 59 & 54	147.70
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.67
			COFFEE, CREAM, SUGAR	37.54
		BUTLER SUPPLY CO	STREET LIGHT BULBS	22.30
		CROWN POWER & EQUIPMENT	LWR HITCH&PIN FOR KUBOTA T	23.98
		SHERWIN-WILLIAMS	STRAINER FOR SPRAYER	52.84
			PAINT	5.29
		AB PEST CONTROL INC	ATTIC INSULATION	316.67
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	18,715.20
			STREET DEPT WC 7/1/19-7/1/	20,084.58
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR OLD NICHOLS RD	221.41
		BEISHIR LOCK & SECURITY	DOOR SWITCH REPL,CAMERA RE	56.67
		STAPLES BUSINESS ADVANTAGE	PENS,NOTEPADS,POST ITS,CPY	31.82
		PITNEY BOWES BANK INC DBA PITNEY BOWES	TRANSPORTATION POSTAGE	46.96
		AMAZON CAPITAL SERVICES INC	STIHL TRIMMER HD EYELET SL	60.44
			MOWER WHEEL ASSEMBLY	279.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PUMP DRIVE BELT	99.24
			PHONE CASES-TRANSPORTATION	107.33
		PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	8.28
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 5/10-6/10/1	403.34
			TOTAL:	41,963.68
Water	Water Fund	CAPITAL MATERIALS LLC	RAP/SHINGLES	275.00
		EZARDS	ROLLER & FLOOR SCRAPER - W	41.97
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	37.95
			WATER DEPT FLOOR MATS	13.55
			WATER DEPT UNIFORMS	37.95
			WATER DEPT FLOOR MATS	13.55
		MO ONE CALL SYSTEM INC	LOCATES	72.37
		TALLMAN COMPANY	PIPE TAPE	5.86
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.67
			COFFEE, CREAM, SUGAR	37.53
		CORE & MAIN LP	4" VALVE FOR KAPILANA	467.30
			5/8" REGULATORS	488.00
			POLYPROPYLENE FITTINGS	87.96
			DECHLORINATING TABS	146.00
			5/8" SS STIFFENERS	165.00
			BLADE FOR CONCRETE SAW	178.00
			1.5" REGULATORS	384.18
		BIG O TIRES AND SERVICE CENTERS	OIL CHANGE - TK 58	47.75
		AB PEST CONTROL INC	ATTIC INSULATION	316.66
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	24,957.70
			WATER DEPT WC 7/1/19-7/1/2	9,607.53
		BEISHIR LOCK & SECURITY	DOOR SWITCH REPL,CAMERA RE	56.66
		KIRK NICKELS DBA COMPUTER SUPPLIES & S	UTILITY BILLS	741.92
		STAPLES BUSINESS ADVANTAGE	PENS,NOTEPADS,POST ITS,CPY	31.81
		SIDENER ENVIRONMENTAL SERVICES INC	WALCHEM PUMP SN:U051903316	523.32
		PITNEY BOWES BANK INC DBA PITNEY BOWES	WATER POSTAGE	122.95
		AMAZON CAPITAL SERVICES INC	PHONE CASE - L.DUNHAM	23.98
		PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	8.28
			TOTAL:	38,902.40
Sewer	Sewer Fund	CAPITAL MATERIALS LLC	RAP/SHINGLES	55.00
			GRAVEL FOR NICHOLS	69.64
		EZARDS	BOLTS - SANDS	16.58
			CONCRETE MIX	26.36
		RP LUMBER INC	5/16" CHAIN	279.98
		FASTENAL CO	GLOVES	23.83
			HAND CLEANER	32.08
			HAND WIPES	22.72
			RETURN HAND CLEANER	16.04-
			HD CABLE TIES	224.80
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	37.95
			SEWER DEPT FLOOR MATS	13.55
			SEWER DEPT UNIFORMS	37.95
			SEWER DEPT FLOOR MATS	13.55
		MO ONE CALL SYSTEM INC	LOCATES	72.37
		EWT HOLDINGS III CORP	BIOXIDE	11,555.04
			ODOR CONTROL APR P/S KK114	750.00
			ODOR CONTROL APR L/S 53-1	1,025.00
			ODOR CONTROL MAY P/S KK114	750.00
			ODOR CONTROL MAY L/S 53-1	1,025.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TALLMAN COMPANY	CUTTING OIL	11.70
		MUNICIPAL EQUIPMENT CO	PROFILE GASKETS & RUBBER B	960.28
		O'REILLY AUTOMOTIVE STORES INC	BATTERY TERMINAL FOR JETTE	7.99
			FREON - TK 67	27.99
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.66
			COFFEE, CREAM, SUGAR	37.53
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MAY MONTHLY FLOWS	39,186.12
		BUTLER SUPPLY CO	REPL WIRE SUPPLY - GUENTHE	414.46
			STEEL CONDUIT	121.90
			SUMP PUMP	168.99
			CLAMP ON CAP - TIMBERLINE	10.73
			HARDWARE FOR STEWART	22.60
			SPLICE KIT	28.50
			SCREWDRIVERS	81.97
			PARTS FOR DISCON L/S - STE	310.91
		DAM STEEL SUPPLY	SANDS BRACKET STOCK	282.00
		CORE & MAIN LP	5 GAL PAIL PRECO PLUG - SA	40.00
			PARTS FOR SANDS REPAIR	549.29
			SHOP TOWELS	45.00
			GLOVES	30.30
		PRECISION AUTO & TIRE SERVICE LLC	JETTER STARTER REPLACEMENT	425.85
		AB PEST CONTROL INC	ATTIC INSULATION	316.67
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	50,283.14
			SEWER DEPT WC 7/1/19-7/1/2	11,580.98
		BEISHIR LOCK & SECURITY	DOOR SWITCH REPL,CAMERA RE	56.67
		KIRK NICKELS DBA COMPUTER SUPPLIES & S	UTILITY BILLS	741.91
		STAPLES BUSINESS ADVANTAGE	PENS,NOTEPADS,POST ITS,CPY	31.81
		PITNEY BOWES BANK INC DBA PITNEY BOWES	SEWER POSTAGE	89.80
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT - KK4-9	809.22
			GENERATOR MAINT 54-7 SANDS	1,899.22
		PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	8.29
			TOTAL:	124,608.84
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	168.94
			MEDICAL SUPPLIES	570.46
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	10,600.83
			AMB DEPT WC 7/1/19-7/1/20	22,826.97
		PITNEY BOWES BANK INC DBA PITNEY BOWES	AMBULANCE POSTAGE	4.00
			TOTAL:	34,171.20
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF JET FUEL	11,495.15
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	9,914.26
			LCF AIRPORT WC 7/1/19-7/1/	6,870.23
		ALPHAGRAPHICS OF OSAGE BEACH	INFO CARDS FOR AIRPORTS	19.75
		CRAWFORD, MURPHY & TILLY INC	LCF TAXIWAY RECON 4/27-5/2	6,651.74
		PITNEY BOWES BANK INC DBA PITNEY BOWES	LCF POSTAGE	13.65
			TOTAL:	34,964.78
Grand Glaize Airport	Grand Glaize Airpo	PURCELL TIRE & RUBBER CO	TIRE FOR FUEL TRUCK	206.06
		MIDWEST PUBLIC RISK OF MISSOURI	FY 19-20 PROP & LIAB CONTR	6,709.11
			GG AIRPORT WC 7/1/19-7/1/2	6,870.23
		ALPHAGRAPHICS OF OSAGE BEACH	INFO CARDS FOR AIRPORTS	19.75
		O'REILLY AUTOMOTIVE STORES INC	GREASE & ANTIFREEZE	30.47
			FUSE HOLDER	3.99
			HYDRAULIC HOSE & CLAMPS	16.84
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GG POSTAGE	7.50

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MESSICK FARM EQUIPMENT INC DBA MESSICK	CYLINDER	762.34
		PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	153.00
			TOTAL:	14,779.29

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

10	General Fund	205,232.37
20	Transportation	41,963.68
30	Water Fund	38,902.40
35	Sewer Fund	124,608.84
40	Ambulance Fund	34,171.20
45	Lee C. Fine Airport Fund	34,964.78
47	Grand Glaize Airport Fund	14,779.29
	GRAND TOTAL:	494,622.56

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19

Originator: ***(Name/Title)*** Mike Welty/Assistant City Administrator

Date Submitted: 06/21/19

Agenda Item Title:

Bill 19-41 - An ordinance of the City of Osage Beach, Missouri, authorizing the sale of property to Lazy L. Properties and authorizing the Mayor to sign and execute a Quitclaim Deed as described in Section 2.

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

Requested Action:

- ☐ **Motion to Approve**
- ☐ **First Reading of Bill #** ______
- ☑ **Second Reading of Bill #** 19-41
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: YES ○ **NO** ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ______

Budget Line Item/Title: ______

FY_____Budgeted Amount:	**$** ______
Expenditures to Date________:	**($**______**)**
Available:	**$** 0.00
Requested Amount:	**$** ______

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 19-41; Quitclaim Deed; Bid Opening; Site Map

Department Comments and Recommendation:

The bid opening for this piece of property was on 06/10/2019. One bid was received.

Mace Road (Tank Lot) property:

Winning bidder = Lazy L. Properties

Bid amount = $3176.00 To be deposited in Sale of Used Equipment (30-00-600000)

Assistant City Administrator Recommends Approval

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on June 20, 2019.

Per City Code 110.230, Bill 19-41 is in correct form as per City Attorney.

I concur with the Asst City Administrator's recommendation.

BILL NO. 19-41 ORDINANCE NO. 19.41

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE SALE OF PROPERTY TO LAZY L. PROPERTIES AND AUTHORIZING THE MAYOR OF THE CITY OF OSAGE BEACH TO SIGN AND EXECUTE A QUITCLAIM DEED AS DESCRIBED IN SECTION 2.

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

Section 1. That the sale of property located on Mace Road (Tank Lot) to Lazy L. Properties for Three Thousand One Hundred Seventy-Six Dollars ($3,176.00) described in Section 2 is hereby authorized.

Section 2. The Mayor of the City of Osage Beach, Missouri, is hereby authorized and directed to sign a Quitclaim Deeds for the sale of property located on Mace Road (Tank Lot) to Lazy L. Properties for Three Thousand One Hundred Seventy-Six Dollars ($3,176.00) described as follows:

A tract of land lying in part of Government Lot 6 and Lot 7 of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, and more particularly described as follows:

From the Southwest corner of Section 32, Township 40 North, Range 15 West, run North 89 degrees 27 minutes East along and with the North line of said Section 6, Township 39 North, Range 15 West, a distance of 1996.5 feet to an iron pin; thence departing said North line South 02 degrees 01 minutes West 627.6 feet to another existing iron pin; thence South 47 degrees 53 minutes East 345.2 feet to an existing iron pin marking the most Northeasterly common corner of Lots 2 and 3 of Indian Pointe Estates Subdivision Second Addition, a subdivision of record at Camden County, Missouri; thence South 55 degrees 40 minutes East (record plat = South 52 degrees 29 minutes East) along and with the lot line of said Lot 2 a distance of 94.5 feet to an existing iron pin marking the most Northeasterly common corner of Lot 2 and Lot 1 of said subdivision; thence South 46 degrees 07 minutes East (record plat = South 42 degrees 56 minutes East) along and with the Northeasterly lot line of said Lot 1 a distance of 92.6 feet to an existing iron pin; thence South 50 degrees 56 minutes West (record plat = South 54 degrees 07 minutes West) along the Southeasterly lot line of said Lot 1 a distance of 150.0 feet to an existing iron pin located on the right-of-way of Mace Road, a 40 feet wide road; thence departing said right-of-way and continuing South 50 degrees 56 minutes West 20.0 feet to a nail located on the centerline of said Mace Road; thence along and with the centerline the following bearings and distances: North 39 degrees 04 minutes West (record plat = North 35 degrees 53 minutes West) 43.0 feet to a nail, North 57 degrees 04 minutes West (record plat = North 53 degrees 55 minutes West) 169.3 feet to another nail, North 71 degrees 04 minutes West (record plat = North 67 degrees 59 minutes West) 269.3 feet (old plat = 269.1 feet) to another nail, North 74 degrees 53 minutes West (record plat = North 71 degrees 43 minutes West) 345.2 feet (old plat = 346.0 feet) and North 71 degrees 24 minutes West (old plats = North 71 degrees 22 minutes West and North 68 degrees 15 minutes West) a distance of 108.8 feet to the P.C. of a 15 degree curve to the right; thence departing said centerline along and with the semi-tangent of said 15 degree curve continuing North 71 degrees 24 minute West 44.7 feet to an existing nail for the point of beginning; thence departing said semi-tangent South 18 degrees 53 minutes West (old deed = South 18 degrees 56 minutes West) 17.5 feet to an existing iron pin located on the Southerly right-of-way of said Mace Road; thence departing said right-of-way and continuing South 18 degrees 53 minutes West 167.5 feet to another existing iron pin; thence North 47 degrees 18 minutes West 76.5 feet to an existing iron pin marking the most Southeasterly corner of Lot 19 of Indian Pointe Estates Subdivision First Addition, a subdivision of record at Camden County, Missouri; thence along and with the Southeasterly lot line of said Lot 19, North 28 degrees

33 minutes East 146.2 feet to another existing iron pin located on the Southerly right-of-way of said Mace Road marking the Northeasterly corner of said Lot 19; thence departing said lot line and right-of-way and continuing North 28 degrees 33 minutes East 9.9 feet to an existing nail marking the P.I. of aforementioned 15 degree curve to the right; thence departing said P.I. along and with the semi-tangent South 71 degrees 24 minutes East (old plats = South 71 degrees 22 minutes East and South 68 degrees 15 minutes East) 43.8 feet returning to the point of beginning. The basis of bearings is the call North 89 degrees 27 minutes East along the North line of Section 6, Township 39 North, Range 15 West.

Subject to the right-of-way of Mace Road and any other rights-of-way, easements, restrictions, reservations, conditions and exceptions of record, and to any roadways or power lines whether of record or not.

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

Section 4. 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: June 20, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.41 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. 19.41.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this _______ day of ______________, 2019, before me, the undersigned Notary Public, personally appeared John Olivarri/Mayor , to me know to be the person described in and who executed the foregoing instrument, as Mayor of the City of Osage Beach, and that seal affixed to the foregoing instrument is the seal of the City of Osage Beach and this instrument was signed and the seal affixed by the authority of its Board of Aldermen, and said John Olvarri acknowledged said instrument to be the free act and deed of the city of Osage Beach.

IN WITNESS WHEREOF, I have hereunto set my hand an affixed my official seal in the county and Ste aforesaid, the day and year last written above.

My term of office as Notary Public will expire ____________________________.

____

Notary Public

Quitclaim Deed

This indenture, made on the ______day of ___________________, 2019, by and between **City of Osage Beach,** of the County of Camden, State of Missouri, parties of the first part, and ______________, of the State of _______________, party of the second part. (Mailing address of said party of the first part is**: (1000 City Parkway, Osage Beach, MO, 65065**)

Witnesseth, that the said party of the first part, in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE and FOREVER QUIT CLAIM, unto the said party of the second part, its successors, heirs and assigns, the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:

A tract of land lying in part of Government Lot 6 and Lot 7 of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, and more particularly described as follows:

From the Southwest corner of Section 32, Township 40 North, Range 15 West, run North 89 degrees 27 minutes East along and with the North line of said Section 6, Township 39 North, Range 15 West, a distance of 1996.5 feet to an iron pin; thence departing said North line South 02 degrees 01 minutes West 627.6 feet to another existing iron pin; thence South 47 degrees 53 minutes East 345.2 feet to an existing iron pin marking the most Northeasterly common corner of Lots 2 and 3 of Indian Pointe Estates Subdivision Second Addition, a subdivision of record at Camden County, Missouri; thence South 55 degrees 40 minutes East (record plat = South 52 degrees 29 minutes East) along and with the lot line of said Lot 2 a distance of 94.5 feet to an existing iron pin marking the most Northeasterly common corner of Lot 2 and Lot 1 of said subdivision; thence South 46 degrees 07 minutes East (record plat = South 42 degrees 56 minutes East) along and with the Northeasterly lot line of said Lot 1 a distance of 92.6 feet to an existing iron pin; thence South 50 degrees 56 minutes West (record plat = South 54 degrees 07 minutes West) along the Southeasterly lot line of said Lot 1 a distance of 150.0 feet to an existing iron pin located on the right-of-way of Mace Road, a 40 feet wide road; thence departing said right-of-way and continuing South 50 degrees 56 minutes West 20.0 feet to a

nail located on the centerline of said Mace Road; thence along and with the centerline the following bearings and distances: North 39 degrees 04 minutes West (record plat = North 35 degrees 53 minutes West) 43.0 feet to a nail, North 57 degrees 04 minutes West (record plat = North 53 degrees 55 minutes West) 169.3 feet to another nail, North 71 degrees 04 minutes West (record plat = North 67 degrees 59 minutes West) 269.3 feet (old plat = 269.1 feet) to another nail, North 74 degrees 53 minutes West (record plat = North 71 degrees 43 minutes West) 345.2 feet (old plat = 346.0 feet) and North 71 degrees 24 minutes West (old plats = North 71 degrees 22 minutes West and North 68 degrees 15 minutes West) a distance of 108.8 feet to the P.C. of a 15 degree curve to the right; thence departing said centerline along and with the semi-tangent of said 15 degree curve continuing North 71 degrees 24 minute West 44.7 feet to an existing nail for the point of beginning; thence departing said semi-tangent South 18 degrees 53 minutes West (old deed = South 18 degrees 56 minutes West) 17.5 feet to an existing iron pin located on the Southerly right-of-way of said Mace Road; thence departing said right-of-way and continuing South 18 degrees 53 minutes West 167.5 feet to another existing iron pin; thence North 47 degrees 18 minutes West 76.5 feet to an existing iron pin marking the most Southeasterly corner of Lot 19 of Indian Pointe Estates Subdivision First Addition, a subdivision of record at Camden County, Missouri; thence along and with the Southeasterly lot line of said Lot 19, North 28 degrees 33 minutes East 146.2 feet to another existing iron pin located on the Southerly right-of-way of said Mace Road marking the Northeasterly corner of said Lot 19; thence departing said lot line and right-of-way and continuing North 28 degrees 33 minutes East 9.9 feet to an existing nail marking the P.I. of aforementioned 15 degree curve to the right; thence departing said P.I. along and with the semi-tangent South 71 degrees 24 minutes East (old plats = South 71 degrees 22 minutes East and South 68 degrees 15 minutes East) 43.8 feet returning to the point of beginning. The basis of bearings is the call North 89 degrees 27 minutes East along the North line of Section 6, Township 39 North, Range 15 West.

Subject to the right-of-way of Mace Road and any other rights-of-way, easements, restrictions, reservations, conditions and exceptions of record, and to any roadways or power lines whether of record or not.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its heirs and assigns forever; so that neither the said party of the first part nor its heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed as of the day and year first above written.

Signed and executed this _______ day of ________________, 2019.

X_____________________________

John Olivarri, Mayor

ATTEST:

____

City Clerk

(SEAL)

STATE OF ______________

COUNTY OF ____________

BEFORE ME, the undersigned authority, on this day personally appeared John Olivarri, personally known to me to be the Mayor of Osage Beach whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of Osage Beach and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this the ________day of _______________, 2019.

____

Notary Public

My Commission Expires:

BID OPENING

MACE RD

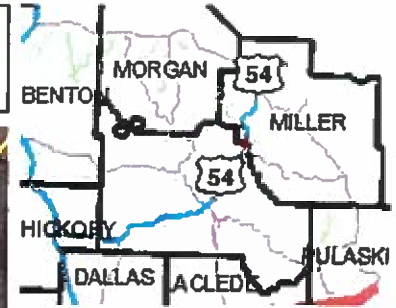
6/10/2019

10:00 a.m.

The following bids were opened by Deputy City Clerk Dorothy Urlicks and witnessed by City Clerk Tara Berreth.

Bidder Name	Amount of Bid
Lazy L Properties	3,176.00

Camden County, MO



Legend

Notes

92.4 0 46.21 92.4 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19

Originator: ***(Name/Title)*** Mike Welty, Assistant City Administrator

Date Submitted: 06/21/19

Agenda Item Title:

Bill 19-42 An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses.

Presented by: ***(Name/Title)*** Mike Welty, Assistant City Administrator

Requested Action:

- ☐ **Motion to Approve**
- ☐ **First Reading of Bill #** ______
- ☑ **Second Reading of Bill #** 19-42
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: **YES** ○ **NO** ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ______

Budget Line Item/Title: ______

FY____Budgeted Amount: $ ______

Expenditures to Date________: ($______)

Available: $ 0.00

Requested Amount: $ ______

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 19-42

Department Comments and Recommendation:

The Mitel phone upgrade was budgeted in 2018, but the project was not completed until early 2019.
The Mitel VIOP project was originally approved on the 10/04/18 Board meeting (Bill # 18.49) and then modified at the 12/06/18 Board meeting (Bill #18.67).

This Budget Amendment is for multiple accounts. There are a number of items that carried over from 2018 and a few items that will require a transfer from other accounts in General fund.

	Original Item	Amended Item
10-13-743102 Telephone Service	$25,000	$44,400
10-13-743300 Repair of System - Telephone	$3,000	$11,500
10-13-774261 Office Equip & Machinery	$0.00	$9,407
10-13-761150 Contingency	$10,000	$3,800
10-14-733610 Maintenance & Repair	$14,220	$10,720

Account Details:

10-13-743102 Telephone Service -

Carryover from 2018 - $13,200.00
Transfered from another account- 6,200.00
Total - $19,400.00

The project was complete in February of 2019. The project costs ($13,200.00) are a carry over for 2018.

When forecasting the cost for the 2019 phone bill I believed that we would not have to pay the County 911 Tax because we operate our own 911 system. When this tax passed in our County, it was done County wide and therefore we are responsible for paying these taxes even though we operate our own 911 system. National Regulatory fees and other Federal taxes that were previously only charged to traditional land line phone systems are now also being charged to VoIP systems as well. Additionally, bridging the 911 system with Mitel ended up requiring us to keep a few lines with AT&T active so that we could convert a digital phone line into a analog phone line to accommodate the 911 system. The additional cost of these taxes, regulatory fees and the cost of keeping some of our AT&T phone lines will require us to transfer funds from the 10-13-761150 Contingency to cover the difference which I estimate to be $6,200.00

10-13-743300 Repair of System – Telephone

Carryover from 2018 - $5,000.00
Transfered from other account - 3,500.00
Total - $8,500.00

Funds from this account were to pay the City's phone maintenance company, Electronic Unlimited, to assist us with keeping our existing phone system up and running until the switch to the Mitel phone system, work with Mitel to insure a smooth transition, and to assist with some wiring clean up after the switch. Due to delays with installation, new intercom installations, and poor labeling from the original install of the Meridian phone system these cost were considerably higher than expected. Much of the additional work was done for the Police and 911 Departments. Additional funds needed will be transfered from 10-14-733610 Maintenance & Repair.

0-13-774261 Office Equip & Machinery

Carryover from 2018 - $9,407.00

The cost of the equipment purchased came in as budgeted.

Asst. City Administrator recommends approval.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on June 20, 2019.

Per City Code 110.230, Bill 19-42 is in correct form as per City Attorney.

I concur with the recommended budget amendment.

BILL NO. 19-42 ORDINANCE NO.19.42

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

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

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

	Original Item	Amended Item
10-13-743102 Telephone Service	$25,000	$44,400
10-13-743300 Repair of System - Telephone	$3,000	$11,500
10-13-774261 Office Equip & Machinery	$0.00	$9,407
10-13-761150 Contingency	$10,000	$3,800
10-14-733610 Maintenance & Repair	$14,220	$10720

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

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

READ FIRST TIME: June 20, 2019 READ SECOND TIME: ____________

I hereby certify that the above Ordinance No. 19.42 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. 19.42.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19
Originator: ***(Name/Title)*** Mike Welty/Assistant City Administrator
Date Submitted: 06/21/19

Agenda Item Title:

Bill 19-43 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract for the fireworks show with Brilliant Skies Fireworks, to be held at the City Park during the National Night Out event on Tuesday August 6, 2019.

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

Requested Action:

- [ ] **Motion to Approve**
- [ ] **First Reading of Bill #** ______
- [x] **Second Reading of Bill #** 19-43
- [ ] **Resolution #** ______
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______

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

Board of Aldermen approval required for purchases if fewer than three (3) proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

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

Fiscal Impact:
Not Applicable ☐
Budgeted Item: YES ◉ NO ○
If no, provide funding source: ______
Budget Line Item/Title: 10-21-754250 - Community Promotions

FY 19 **Budgeted Amount:**	$ 70,000.00
Expenditures to Date 06/10/19:	($ 21,038.00)
Available:	$ 48,962.00
Requested Amount:	$ 2,000.00

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

Bill 19-43, Proposal, Contract, Site Map

Department Comments and Recommendation:

City Staff looked informally for fireworks companies that would be willing to do a show for the amount that we budget ($2,000.00). After contacting several fireworks vendors both locally and nationally, Brilliant Skies is the only one willing to do such a small show.

This Fireworks show will be part of the entertainment for the National Night Out event being held at the City Park on Tuesday August 6, 2019.

Brilliant Skies has done multiple shows in the lake area for Shawnee Bluff Winery, Celebration Cruises, and 7 Spring Winery with good results. Brilliant Skies has also previously done fireworks shows in our Park and they have a good relationship with our local Fire Department.

Asst City Administrator recommends approval.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on June 20, 2019.

Per City Code 110.230, Bill 19-43 is in correct form as per City Attorney.

Although this request is within City Administrator authority to approve regarding the expenditure amount, Board approval is required due to less than three bids received.

BILL NO. 19-43 ORDINANCE 19.43

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A FOR A FIREWORKS SHOW TO BE HELD AT THE NATIONAL NIGHT OUT EVENT AT THE CITY PARK ON TUESDAY AUGUST 6, 2019 WITH BRILLIANT SKIES FIREWORKS.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Brilliant Skies Fireworks substantially under the terms set forth in the form attached hereto as (Exhibit A").

Total expenditures authorized under this contract shall not exceed Two Thousand Dollars ($2,000).

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

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

READ FIRST TIME: June 20, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.43 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

Approval as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.43.

____

John Olivarri, Mayor

____

Date

____

Tara Berreth, City Clerk

ATTEST

BRILLIANT SKIES
Fireworks

June 5, 2019

City of Osage Beach – National Night Out
Dililexie Morley
1000 City Parkway
Osage Beach, MO 65065

RE: Proposal for National Night Out, August 6, 2019, 9:15 p.m.

The following will be included in the fireworks show* at National Night Out:

- (50) 200-gram multi-shot cakes ranging from 10 shot to 25 shot
- (45) 500-gram multi-shot cakes ranging from 9 shot to 65 shot
- (100) 1 ¾ aerial shells
- Various special effects

Proposed cost: $2000.00

*The show will be electronically fired and will last 20-25 minutes.

Proposal prepared by:

Edwin Libby
Brilliant Skies Fireworks
Phone: 314-750-4995
brilliantskiesfireworks@gmail.com

City of Osage Beach Fireworks Contract

Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this _____ day of _________, 20__ by and between Brilliant Skies Fireworks.

("Brilliant") and The City of Osage Beach("Sponsor"), with its principal place of business located in Osage Beach, Missouri.

WHEREAS, Brilliant Skies Fireworks is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display.

Brilliant Skies Fireworks shall sell, furnish and deliver to Sponsor certain fireworks which Brilliant Skies Fireworks agrees to exhibit and display on DATE: August 6, 2019_/Rain Dates: August 7, 2019 in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Brilliant Skies Fireworks the contract price of $2,000.00 (the "Contract Price") paid as follows: 100% of the Contract Price due the day of Fireworks Display.

Sponsor agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Brilliant Skies Fireworks to Brilliant Skies Fireworks at 5736 Pheasant Place, Osage Beach, Mo 65065.

3. Display Responsibilities.

Brilliant Skies Fireworks and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Brilliant Skies Fireworks fireworks truck(s) overnight (or for such longer or shorter period as Brilliant Skies Fireworks may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Brilliant Skies Fireworks, from entering the security area designated by Brilliant Skies, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Brilliant Skies Fireworks as the Display Site, fallout area or safe zone. Brilliant Skies Fireworks and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

4. Indemnification and Limitation of Liability.

Sponsor shall not under any circumstances be entitled to recover any exemplary, special and/or punitive damages from Brilliant Skies Fireworks, including, without limitation, loss of income, business or profits. Brilliant Sky is required to provide the City with a One Million Dollar (1,000,000.00) liability insurance policy listing the City as additionally insure.

5. Postponement.

In the event that weather is such that Brilliant Skies Fireworks, in its sole and absolute discretion, determines that the Fireworks Display scheduled for August 6, 2019 would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to hold the show the evening of August 7, 2019. In the event that weather is such that Brilliant Skies Fireworks, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property on August 6, 2019 and August 7, 2019 this contract shall become null and void and neither party shall have further obligation or responsibility hereunder; and the City of Osage Beach agrees to pay Brilliant Skies Fireworks a total of $1,000.00 in set up fees for the cancelled shows.

City of Osage Beach Fireworks Contract

6. Cancellation.

If (i) Sponsor cancels this Contract for any reason, or (ii) Brilliant Skies Fireworks is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Brilliant Skies Fireworks as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice addressed to Brilliant Skies Fireworks at 5736 Pheasant Place, Osage Beach, Mo 65065. Except as provided in Section 5 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Brilliant Skies Fireworks 25% of contract price as liquidated damages.

7. Venue.

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Camden County, Missouri and of the federal courts located in the United States District Court for the Western District of Missouri.

8. Legal Construction.

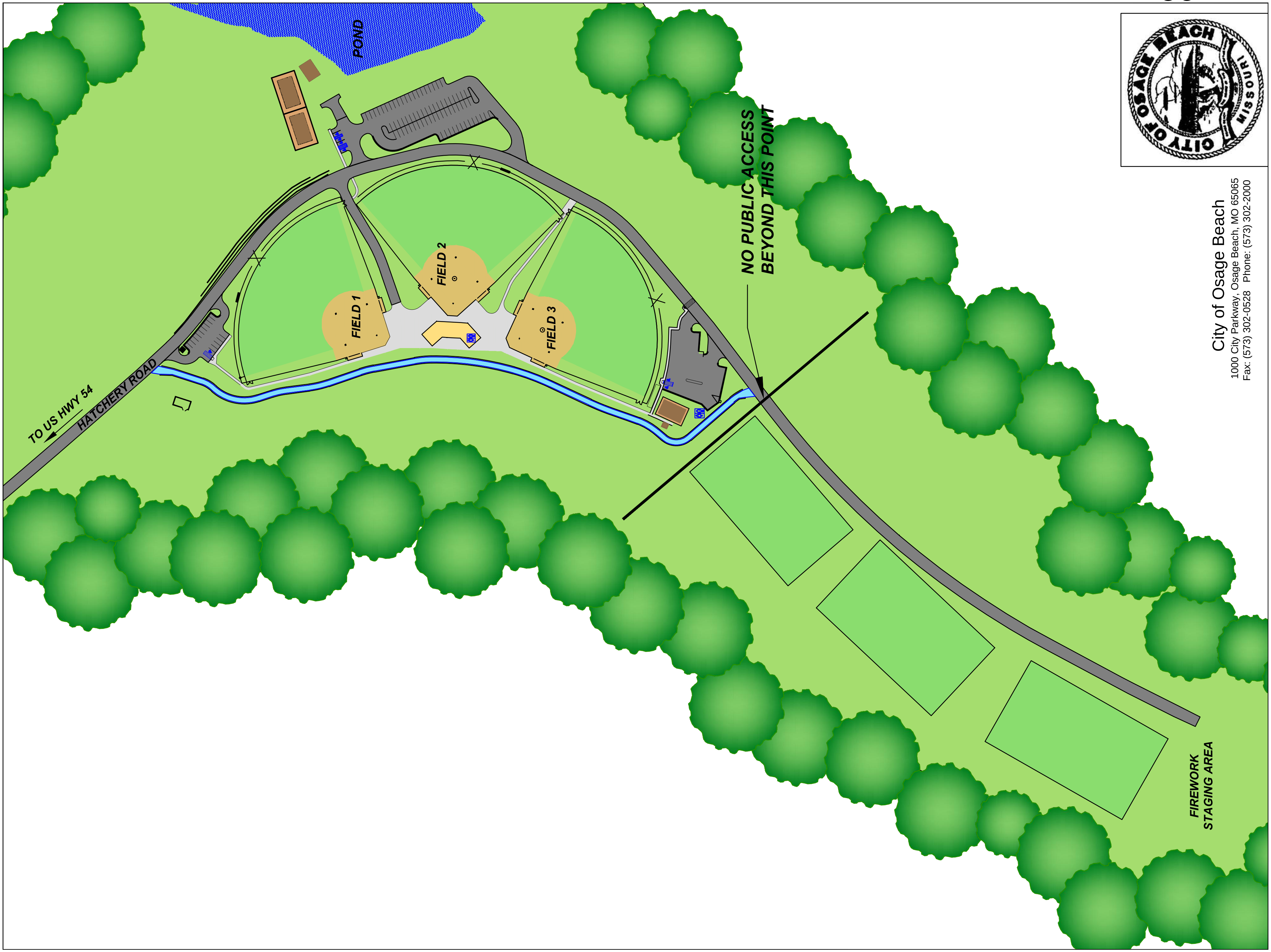
If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Brilliant Skies Fireworks reserves the right to substitute products of equal or greater value.

9. Entire Agreement.

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Brilliant Skies Fireworks:	CLIENT (SPONSOR):
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________


POND
FIELD 1
FIELD 2
FIELD 3
HATCHERY ROAD
TO US HWY 54
NO PUBLIC ACCESS
BEYOND THIS POINT
FIREWORK
STAGING AREA
City of Osage Beach
1000 City Parkway, Osage Beach, MO 65065
Fax: (573) 302-0528 Phone: (573) 302-2000

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19

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

Date Submitted: 06/21/19

Agenda Item Title:

Bill 19-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB18-016 with Stockman Construction for the Dude Ranch Road Sidewalk Improvements, Phase 4, in an amount not to exceed $401,930.

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

Requested Action:

- [ ] **Motion to Approve**
- [ ] **First Reading of Bill #** ______
- [x] **Second Reading of Bill #** 19-44
- [ ] **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: 20-00-773209 Dude Ranch Road Sidewalks/Trail

FY 19 **Budgeted Amount:**	$ 446,378.00
Expenditures to Date 06/10/19:	($ 245.25)
Available:	$ 446,132.75
Requested Amount:	$ 401,930.00

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-44, Contract, Bid Tab

Department Comments and Recommendation:

This project is to remove the non-ADA asphalt trail along Dude Ranch Road and replace with ADA compliant which includes concrete curb and gutter along the northern side of the roadway. This is the last piece of Dude Ranch Road that doesn't meet ADA requirements. This project will also improve storm drainage in the Dude Ranch Road area.

We opened bids on May 22, 2019. There were 2 bidders. Donald Maggi, Inc. out of Rolla, MO is the low bidder with a bid amount of $331,540.56. The second bidder is Stockman Construction out of Jefferson city, MO with a bid amount of $401,930.00.

We have done work with both contractors in the past. Donald Maggi, Inc. is currently working on Mace Road. They have been issued a substantial completion as of right now. We expect the final acceptance to be completed soon. Stockman Construction's most recently awarded project was Dorothy Lane. They completed Cedar Village Lane Storm Water Improvements and Nichols Road Reconstruction between Osage Beach Parkway and Route 54.

There are multiple options on proceeding with this at the Board's discretion:

1) We can delay the award of this contract. As stated in the Instruction to Bidders "15.0 Bids to Remain Open, 15.1 All Bids shall remain open for delivery by the Owner... ninety (90) consecutive calendar days after the date of Bid opening." We opened bids on May 22, 2019. We can delay until August 20th. This allows time to finalize the Mace Road contract to see how those negotiations played out.

2) We can reject all bids. We only received two bids. We had other contractors that were interested but they couldn't get it completed in the time frame that we were looking at. We do not know if we will get a better price.

3) We can award the project to one of the two bidders.

There is some additional work to be completed with this project out of account 20-00-773209 and we expect to be under budget. We are making some storm water improvements near Cayman Beach with the Transportation Department.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on June 20, 2019.

Per City Code 110.230, Bill 19-44 is in correct form as per City Attorney.

I recommend awarding the contract to the second lowest bidder, Stockman Construction because, 1) current issues have not been resolved with the lowest bidder, Donald Maggi, Inc., on a recent project and I don't recommend proceeding with a new project with them at this time, 2) it is not guaranteed that rebidding the project will attract a lower bid or will draw more bidders, 3) the second lowest bid is under budgeted amounts as well as the engineer's estimate, and 4) projects to finish the sidewalks on Dude Ranch have been ongoing for a few years.

BILL NO. 19-44 ORDINANCE NO. 19.44

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OB18-016 WITH STOCKMAN CONSTRUCTION FOR THE DUDE RANCH ROAD SIDEWALK IMPROVEMENTS, PHASE 4.

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 construction contract with Stockman Construction substantially under the terms set forth in the form attached hereto as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Four Hundred One Thousand Nine Hundred Thirty Dollars ($401,930.00).

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

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

READ FIRST TIME: June 20, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.44 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. 19.44.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this ___________ day of_______________________, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and ________________ ______________________ a ____________________ of ___________________ 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:

Dude Ranch Sidewalk Phase 4

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of ____ 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 One Hundred Twenty (120) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE: ATTEST:

____
Owner, Party of the First Part

____
City Clerk

By ______________________________
Name and Title

(SEAL)

* *

LICENSE or CERTIFICATE NUMBER, if applicable ______________________________

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

____
Contractor, Party of the Second Part

By ______________________________
Name and Title

IF A CORPORATION ATTEST:

____
Contractor, Party of the Second Part

____
Secretary

By______________________________
Name and Title

(CORPORATE SEAL)

STATE OF______________________________
COUNTY OF______________________________

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

(SEAL)

My commission Expires: ______________________

____
Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach
Dude Ranch Road Sidewalk Phase 4
Osage Beach Project # OB18-016

5/22/2019

Item No.	Description	Est. Quantity	Unit	Engineer Estimate Unit Price	Engineer Estimate Extension Figure	Donald Maggi, Inc. Rolla, MO Unit Price	Donald Maggi, Inc. Rolla, MO Extension Figure	Stockman Construction Jefferson City, MO Unit Price	Stockman Construction Jefferson City, MO Extension Figure
	Bids								
	SECTION ONE - Dude Ranch Rd Sidewalk								
1	Mobilization	1	LS	$20,000.00	$ 20,000.00	$7,000.00	$ 7,000.00	$20,000.00	$ 20,000.00
2	Existing Storm Box and Pipe Removals	1	LS	$3,500.00	$ 3,500.00	$1,500.00	$ 1,500.00	$4,000.00	$ 4,000.00
3	Subgrade Preparation	4,255	SY	$25.00	$106,375.00	$12.00	$ 51,060.00	$9.00	$ 38,295.00
4	Silt Fence	815	LF	$2.50	$ 2,037.50	$2.75	$ 2,241.25	$3.00	$ 2,445.00
5	Rock Ditch Check	6	EA	$200.00	$ 1,200.00	$250.00	$ 1,500.00	$200.00	$ 1,200.00
6	Inlet Protection	7	EA	$350.00	$ 2,450.00	$75.00	$ 525.00	$120.00	$ 840.00
7	Relocate Existing Sign	6	EA	$300.00	$ 1,800.00	$75.00	$ 450.00	$150.00	$ 900.00
8	Remove Existing Sign, Return to City	3	EA	$100.00	$ 300.00	$50.00	$ 150.00	$90.00	$ 270.00
9	Relocate Existing Mailbox	1	EA	$190.00	$ 190.00	$50.00	$ 50.00	$145.00	$ 145.00
10	Relocate Existing Mailbox Group at Ledges	1	EA	$500.00	$ 500.00	$400.00	$ 400.00	$550.00	$ 550.00
11	Adjust Water Valves	7	EA	$250.00	$ 1,750.00	$100.00	$ 700.00	$95.00	$ 665.00
12	Adjust/Raise existing Utility Box	1	EA	$250.00	$ 250.00	$350.00	$ 350.00	$700.00	$ 700.00
13	Remove and Relocate Existing Fire Hydrant	3	EA	$2,500.00	$ 7,500.00	$1,250.00	$ 3,750.00	$1,100.00	$ 3,300.00
14	Lower Existing Sanitary Sewer Force Main	24	LF	$150.00	$ 3,600.00	$187.00	$ 4,488.00	$350.00	$ 8,400.00
15	Stone Rip Rap - 3 to 6 inches	52.9	SY	$42.00	$ 2,221.80	$8.40	$ 444.36	$80.00	$ 4,232.00
16	15 in. CMP Storm Pipe	87	LF	$50.00	$ 4,350.00	$39.00	$ 3,393.00	$190.00	$ 16,530.00
17	18 in. CMP Storm Pipe	240	LF	$50.00	$ 12,000.00	$42.00	$ 10,080.00	$100.00	$ 24,000.00
18	15 in. Flared End Sections	1	EA	$250.00	$ 250.00	$160.00	$ 160.00	$270.00	$ 270.00
19	18 in. Flared End Sections	5	EA	$250.00	$ 1,250.00	$185.00	$ 925.00	$330.00	$ 1,650.00
20	Concrete Curb Inlets (Complete w/Lid & Grate)	5	EA	$4,000.00	$ 20,000.00	$2,748.00	$ 13,740.00	$3,000.00	$ 15,000.00
21	Concrete Catch Basin Inlets (Complete w/Beehive Grate)	2	EA	$3,000.00	$ 6,000.00	$1,975.00	$ 3,950.00	$2,600.00	$ 5,200.00
22	Trench Drain	2	EA	$2,500.00	$ 5,000.00	$1,000.00	$ 2,000.00	$2,100.00	$ 4,200.00
23	Concrete Approach Pavement (7-Inch Thick)	216	SY	$100.00	$ 21,600.00	$75.50	$ 16,308.00	$70.00	$ 15,120.00
24	Concrete Approach Pavement (6-Inch Thick)	125	SY	$80.00	$ 10,000.00	$72.50	$ 9,062.50	$65.00	$ 8,125.00
25	Asphalt Driveway Extension (3-Inch Thick)	15	SY	$30.00	$ 450.00	$33.25	$ 498.75	$111.00	$ 1,665.00
26	Gravel Driveway Extension (6-Inch Thick)	6	SY	$30.00	$ 180.00	$28.50	$ 171.00	$22.00	$ 132.00
27	Concrete Sidewalk	1,425	SY	$50.00	$ 71,250.00	$51.10	$ 72,817.50	$52.00	$ 74,100.00
28	Concrete Curb and Gutter	2,834	LF	$30.00	$ 85,020.00	$24.80	$ 70,283.20	$32.00	$ 90,688.00
29	Full Depth Pavement Edge Repair	135	SF	$12.00	$ 1,620.00	$14.80	$ 1,998.00	$16.00	$ 2,160.00
30	Full Depth Asphalt Repair	50	SY	$60.00	$ 3,000.00	$80.00	$ 4,000.00	$200.00	$ 10,000.00
31	Seeding, Fertilizing and Mulching	1,556	SY	$5.00	$ 7,780.00	$6.10	$ 9,491.60	$3.75	$ 5,835.00
32	2" Brown Landscape Rock w/Fabric	170	SY	$45.00	$ 7,650.00	$21.10	$ 3,587.00	$15.00	$ 2,550.00
33	Replace Landscaping Mulch Area	160	SY	$20.00	$ 3,200.00	$18.75	$ 3,000.00	$12.00	$ 1,920.00
34	Detectable/Tactile Warning Surfaces Installed	7	EA	$200.00	$ 1,400.00	$450.00	$ 3,150.00	$225.00	$ 1,575.00
35	Force Account	1	LS	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00
	Total for Section One =				$425,674.30		$ 313,224.16		$ 376,662.00
	SECTION TWO - Ledges Drive								
36	Subgrade Preparation	214	SY	$25.00	$ 5,350.00	$12.00	$ 2,568.00	$30.00	$ 6,420.00
37	Temporary Gravel Drive Lane	120	SY	$30.00	$ 3,600.00	$9.25	$ 1,110.00	$35.00	$ 4,200.00
38	Concrete Approach Pavement (7-Inch Thick)	140	SY	$110.00	$ 15,400.00	$75.50	$ 10,570.00	$75.00	$ 10,500.00
39	Concrete Curb and Gutter	106	LF	$40.00	$ 4,240.00	$24.80	$ 2,628.80	$28.00	$ 2,968.00
40	Seeding, Fertilizing and Mulching	236	SY	$5.00	$ 1,180.00	$6.10	$ 1,439.60	$5.00	$ 1,180.00
	Total for Section Two =				$ 29,770.00		$ 18,316.40		$ 25,268.00
	Total for Section One and Two =				$455,444.30		$ 331,540.56		$ 401,930.00

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19

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

Date Submitted: 06/14/19

Agenda Item Title:

Bill 19-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB19-010 with Heggemann, Inc. for the installation of Swiss Village Well Number 3, in an amount not to exceed $553,292.00

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

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 19-45
- ☐ **Second Reading of Bill #** ______
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ◉ NO ○

If no, provide funding source: ______

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

FY 19 **Budgeted Amount:**	$ 650,000.00
Expenditures to Date 05/31/19:	($ 245.25)
Available:	$ 649,754.75
Requested Amount:	$ 553,292.00

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19.45, Contract, Bid Tab

Department Comments and Recommendation:

This project is to install Swiss Village Well Number 3. This item was talked about at the June 6th Board of Aldermen Meeting. The piping materials that the Public Works Department is installing in house was on that meeting. This well will pump water into the pipe that the Public Works Department will be installing.

We opened bids on June 12, 2019. There were 3 bidders. The low bidder is Heggemann, Inc with a bid amount of $553,292.00.

The project was bid with a number of alternates. This is for a bid price for potential change orders. There is potential for need of extra depth when drilling wells. We bid this project for extra depth on well drilling, pipe column, and additional casing if needed.

We have not done work with Heggemann, Inc. in the past. We contacted references and all of the references were good.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-45 is in correct form as per City Attorney.

I concur with the department's recommendation.

BILL NO. 19-45 ORDINANCE NO. 19.45

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-010 WITH HEGGEMANN, INC. FOR DRILLING A NEW WELL, A NEW WELL PUMP, WELL HOUSE, ELECTRICAL CONTROLS AND OTHER SYSTEMS FOR THE NEW SWISS VILLAGE WELL NO. 3.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Heggemann, Inc. substantially under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Five Hundred Fifty-Three Thousand Two Hundred Ninety-Two Dollars ($553,292.00)

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.45 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. 19.45.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this ___________ day of_______________________, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Heggemann, Inc.** a Missouri Corporation of Warrenton, 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:

SWISS VILLAGE WELL #3

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Five hundred fifty three thousand, two hundred ninety – two and zero cents ($553,292.00)** 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 One Hundred and Eighty (180) 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 Heggemann, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said _____________________ acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: ____________________

____
Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach
Swiss Village Well Number 3
Osage Beach Project # OB19-010

6/12/2019

Bids				Engineer Estimate		Heggemann, Inc. Warrenton, MO		Smi-Co Contracting Group, LLC Odessa, MO		Mid-State Pipeline Maintenance, LLC Belle, MO	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
	Base Bid										
1	Well: including furnishing and installation of water well, submersible pump, well house with all appurtenances, electrical and controls, piping, valves, access road, fencing and all other incidentals required for a complete and operational facility	1.0	LS	$ 550,000.00	$ 550,000.00	$ 532,063.00	$ 532,063.00	$ 559,449.00	$ 559,449.00	$ 608,728.00	$ 608,728.00
2	SCADA System Integration Allowance	1.0	LS	$ 21,229.00	$ 21,229.00	$ 21,229.00	$ 21,229.00	$ 21,229.00	$ 21,229.00	$ 21,229.00	$ 21,229.00
	Total Base Bid =				$ 571,229.00		$ 553,292.00		$ 580,678.00		$ 629,957.00
	* Add Alternate No. 1										
1	Unit Price per vertical foot of well casing including additional hole casing and grouting, installed complete beyond that indicated on the the Bid Drawings	1.0	VF	$ 75.00	*	$ 65.00	*	$ 116.00	*	$ 65.00	*
	* Add Alternate No. 2										
2	Unit Price per vertical foot of pump column, submersible cable, etc., installed complete beyond that indicated on the the Bid Drawings	1.0	VF	$ 40.00	*	$ 48.00	*	$ 90.00	*	$ 48.00	*
	* Add Alternate No. 3										
3	Unit Price per vertical foot of total drilled hole beyond that indicated on the the Bid Drawings	1.0	VF	$ 60.00	*	$ 55.00	*	$ 53.00	*	$ 55.00	*

* NOTE: Add Alternate No. 1, 2, and/or 3 will be used, if necessary, only after yield and draw down tests have been performed to determine final pump setting and capacity as stated in the specifications.

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19
Originator: ***(Name/Title)*** Nicholas Edelman, Public Works Director
Date Submitted: 06/18/19

Agenda Item Title:

Bill 19-46 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute engineering contract AEOB18-009, Task Order No. 4 with HDR Engineering, Inc. for administrative services for the Swiss Village Well Number 3, in an amount not to exceed $30,830.00.

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

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 19-46
- ☐ **Second Reading of Bill #** ______
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☐

Budgeted Item: YES ◉ NO ○

If no, provide funding source: ______

Budget Line Item/Title: 30-00-773100 Engineering

FY 19 **Budgeted Amount:**	$ 110,988.00
Expenditures to Date 05/31/19**:**	($ 49,534.00)
Available:	$ 61,454.00
Requested Amount:	$ 30,830.00

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-46; Task Order No. 4 Contract

Department Comments and Recommendation:

This task order is for contract administration services such as shop drawing reviews and inspection services for the Swiss Village Well # 3. Most of the contract administration services will be handled in house but there are a few we would like assistance on which includes the well testing, sealing of the well casing, shop drawing reviews. etc.

HDR Engineering did the design of Swiss Village Well # 3. The design was set up as a not to exceed amount. We have approximately $15,000 of savings in that contract. We have approximately $40,000 in the budget for these services.

This task order is set up as a Not to Exceed in the amount of $30,830.

These services will be in conjunction with the construction contract with Heggemann Inc. (Bill 19-45).

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-46 is in correct form as per City Attorney.

I concur with the department's recommendation.

BILL NO. 19-46 ORDINANCE NO. 19.46

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ENGINEERING CONTRACT AEOB18-009, TASK ORDER NO. 4 WITH HDR ENGINEERING, INC., FOR THE SWISS VILLAGE WELL #3.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with HDR Engineering, Inc. fundamentally and substantially the same as under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Thirty Thousand Eight Hundred Thirty Dollars ($30,830.00).

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.46 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. 19.46.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

TASK ORDER No. 4

This Task Order pertains to an Agreement by and between City of Osage Beach, Missouri, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated June 26, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 04
PROJECT NAME: Swiss Village Well No. 3 –Construction Administration Services

PART 1.0 PROJECT DESCRIPTION:
The previous Task Order No. 3 included Survey and Design Services for Swiss Village Well No. 3. Well is to be located adjacent to property owned by the Osage Beach Fire Protection District, near the Swiss Village Elevated Storage Tank, with which the well will feed. This Task Order No. 4 includes Construction Administration Services for well related items, including Structural and Electrical related items.

Key Assumptions:

- One design package will be provided that includes the well, well house, raw water line, site work, and electrical & controls.
- A topographic and property survey will be performed and property legal description and easement legal descriptions (if required) will be provided.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

TASK A – CONSTRUCTION ADMINISTRATION – WELL RELATED ITEMS

ENGINEER will perform tasks for Construction Phase work, including:

1. Attend a preconstruction conference. City shall issue Agenda and Meeting Minutes.
2. Review Contractor's shop drawings for technical Well Related Items including Structural & Electrical Submittals. City shall review shop drawings related to site work.
3. Review and Process Contractors Request For Interpretation (RFI) and Change Order Request Items for well and wellhouse related items. City shall review RFIs related to site work.
    a. Review contractors submitted requests for interpretation and prepare work change directives as required if changes are proposed during the construction contract.
    b. Prepare change orders if OWNER agrees to proposed changes in the construction contract.

4. Review tests conducted by contractor for well & wellhouse related items. City shall review tests conducted by Contractor related to site work
5. Five site visits during construction are included as follows:
   a. 1st day of well hole drilling.
   b. Observe sealing of well casing and open drilled hole (one 6-hour day plus travel).
   c. Pre-Startup Inspection – Electrical/controls, process valves and piping, along with pump to waste controls and piping. (one 6-hour day pus travel).
   d. Observe Startup Services performed by Contractor and assist in troubleshooting (one 6-hour day plus travel).
   e. Final Visit to review project is constructed in accordance with MDNR approved plans and specifications.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall furnish the following:

1. Issue Plans to bidders, conduct Prebid meeting, Issue Addendums, coordinate with ENGINEER to address well related questions from bidders, answer administrative and non-well related questions from bidders.
2. Field all questions during Bidding.
3. Conduct bid opening, prepare bid tab, and perform bid elevation. Evaluation of bids or bidders by HDR will be considered Additional Services, and are excluded from this contract.
4. Prepare and deliver Notice of Award document to Contractor.
5. Review contractors submitted bonds and insurance, and provide City approved bonds and insurance documents to Contractor and Engineer.
6. Prepare 5 original bound contract documents for execution by the OWNER, once Notice of Award, Bonds, and Insurance documents are reviewed by the OWNER. Issue 2 original bound and executed sets of contract documents to the Contractor and 1 set to the ENGINEER.
7. Prepare and deliver Notice to Proceed document to Contractor.
8. Perform general construction administration including:
   a. Coordinate and attend preconstruction and progress meetings with contractor and subcontractors. Issue meeting agendas and minutes.
   b. Review Contractor's submittals for non-well related items. Coordinate with ENGINEER for review of well related submittals including Structural and Electrical submittals.
   c. Coordinate with ENGINEER for requested site visits by ENGINEER.
   d. Review and process contractor submitted applications for payment.

e. Prepare and distribute punch list of items for contractor to correct and finish in accordance with the contract documents and distribute to Contractor.
f. Prepare and distribute Substantial Completion Document and conduct substantial completion inspections as needed.
g. Request from contractor and review lien waivers required of the Contractor. Ensure Contractor has satisfactorily addressed items of the construction contract document prior to issuing final payment.
h. Prepare Final Inspection and review/process final pay application.
i. Administer Warranty Period requirements with contractor, including requesting of warranty investigation together with corrective action required by the Contractor, and the Contractor's subcontractors and equipment/material suppliers.

9. Provide Daily Onsite Construction Observation when the contractor is present at the job site.
10. Prepare conforming to construction record drawings.

The above owner furnished items are specifically excluded from the ENGINEERS's scope of services within this Agreement, unless added by written amendment signed by both OWNER and ENGINEER.

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

Task A shall be complete within 210 days from the date of the Agreement execution.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for ENGINEER'S services under this Agreement shall be on an hourly not-to exceed basis as follows:

Task A – Construction Administration – Limited to Well Related Items	$ 30,830
Total	$ 30,830

The total not-to-exceed amounts for completion of services cannot be exceeded except by an amendment to this Agreement. The Fee Estimate and Hourly Rate Schedule are attached as Exhibit A. The Hourly Rate Schedule will be updated on an annual basis.

Bills will be submitted to OWNER by ENGINEER monthly for services provided. Bills will be due and payable by the OWNER in accordance with their monthly appropriations cycle.

PART 6.0 SPECIAL PROVISIONS

This Task Order is executed this _________ day of _____________, 20___.

"OWNER"		HDR ENGINEERING, INC. "ENGINEER"	
BY:		BY:	Joseph Drimmel (Jun 14, 2019)
NAME:		NAME:	Joseph E. Drimmel, P.E.
TITLE:		TITLE:	Senior Vice President
ADDRESS:		ADDRESS:	10450 Holmes Rd., Suite 600 Kansas City, MO 64131

Exhibit A
City of Osage Beach
Swiss Village Well No. 3 (6/11/19)

	Kalis, Michael P	Fleming, Scott M	Wiseman, David L	Hopson, Anthony J	Buechler, Kathleen M	Boyd, Thomas K III	Haney, Dwight D	Graham, Tyler W	Davies, Anne E	HDR Expenses	Total
Rate Schedule Code	Senior Technical Specialist	Project Manager III	Technical Specialist	Engineer II	Engineer V	Engineer II	Engineer IV	Engineer I	Project Accountant II		
Invoice Title											
Billing Rate	$275.00	$190.00	$250.00	$135.00	$225.00	$135.00	$190.00	$110.00	$110.00		
TASKS											
A. Task 1 -											
1 Precon Meeting, City to Provide Agenda and Minutes		6							1	$250	$1,500
2 Review Technical Well Related Shop Drawings	1	6	2	6	2	6	4	10	1	$150	$6,105
3 Review Technical Well Related Change Order Item	1	8	2	4	2	4	4	4	1	$100	$5,235
4 Review Technical Well Related Test Conducted By		8	1	4	2	2	4	4	1	$100	$4,440
5 Special Site Visits & Inspections (1st day of drilling,		36	1		2	12	12		1	$2,000	$13,550
Subtotal Hours	2	64	6	14	8	24	24	18	5		
Subtotal Dollars	550	12160	1500	1890	1800	3240	4560	1980	550	2600	$30,830
Total Task 1											$30,830
Total Hours	2	64	6	14	8	24	24	18	5		165
Total Billing Amount	$550	$12,160	$1,500	$1,890	$1,800	$3,240	$4,560	$1,980	$550	$2,600	$30,830

$30,830

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19
Originator: ***(Name/Title)*** Jeana Woods/City Administrator
Date Submitted: 06/19/19

Agenda Item Title:

Bill 19-47 - An ordinance of the City of Osage Beach, Missouri, approving the appointment of a Judge Pro Tem for the Osage Beach Municipal Division, and authorizing the Mayor to execute a service agreement for a Municipal Division Judge Pro Tem.

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

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 19-47
- [ ] **Second Reading of Bill #** ______________
- [ ] **Resolution #** ______________
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______________

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

City Code Section 130.075. Appointment of Municipal Judge Pro Tem.

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: 10-06-733230 Municipal Judge

FY 19 **Budgeted Amount:**	$ 21,158.00
Expenditures to Date________:	($ 8,815.81)
Available:	$ 12,342.19
Requested Amount:	$ 2,381.58

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

Bill 19-47, Municipal Judge Pro Tem Agreement

Department Comments and Recommendation:

n/a

City Administrator Comments and Recommendation:

Our code allows for the appointment of a Municipal Judge Pro Tem by the Mayor with the consent of the Board of Aldermen, to serve in the event the Municipal Judge is unavailable or temporarily unable to serve and shall have and hold all the qualifications as a duly appointed Municipal Judge for the Osage Beach Municipal Division.

Section 135.075 subpart D requires the appointment for a portion of a term shall be for the remainder of that term and an additional two year term; therefore, the appointment should apply to the remaining months of the current term (July 1, 2018 - June 30, 2020) and the term after (July 1, 2020 - June 30, 2022). This agreement is effective upon execution following a second reading.

Both the Municipal Judge and the Judge Pro Tem are paid from the same budget line. The Judge Pro Tem is only paid when the Municipal Judge does not serve with the exception of one court session ($881.58) for both Judges to sit together to familiarize the Judge Pro Tem with court operations and an additional approximate amount of $1,500.00 for required training. A budget adjustment will be brought to the Board if needed.

BILL NO. 19-47 ORDINANCE NO. 19.47

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE APPOINTMENT OF A JUDGE PRO TEM FOR THE OSAGE BEACH MUNICIPAL DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT FOR A MUNICIPAL DIVISION JUDGE PRO TEM.

WHEREAS, the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Service Agreement for a licensed attorney in the State of Missouri and qualified to serve as Municipal Court Judge Pro Tem;

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

Section 1. *Term of Appointment*. The Mayor appoints, and the Board of Aldermen confirms, the appointment of Mr. Gary Smith Esq. as Judge Pro Tem for the Osage Beach Municipal Division for a period commencing on the effective date hereof and continuing through June 30, 2022.

Section 2. The Mayor is hereby authorized to execute a Municipal Division Judge Pro Tem Services Agreement under substantially the same terms and conditions as the attached draft, Exhibit A to this ordinance.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that Ordinance No.19.47 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.19.47.

____
John Olivarri, Mayor

______________________ ____
Date Tara Berreth, City Clerk

MUNICIPAL DIVISION JUDGE PRO TEM SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is dated effective as of the ______ day of _________ 20__, by and between the City of Osage Beach ("City"), and ________________ ("Contractor"), a professional attorney practicing in _________ County, Missouri.

WHEREAS, the contractor is a licensed attorney in the State of Missouri and qualified to serve as Municipal Court Judge Pro Tem; and

WHEREAS, the City desires that the contractor provide such Pro Tem judicial services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. Term of Appointment. The Mayor appoints, and the Board of Aldermen confirms, contractor for a period commencing on the effective date hereof and continuing through June 30, 2022, to serve as Judge Pro Tem for the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Contractor hereby accepts such appointment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated.

2. Scope of Services to be Provided. Contractor is hereby appointed as Municipal Court Judge Pro Tem and will be responsible for the following duties when the Osage Beach Municipal Court Judge is not available; all Municipal Court proceedings, supervision of the activities of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties, and the discharge of other duties of the Municipal Court Judge as required by law. In the discharge to his duties as Municipal Court Judge, contractor shall comply with all the laws of the State of Missouri and the Supreme Court Rules, specifically the Rules Governing the Missouri Bar and the Judiciary, Rule 2 - Code of Judicial Conduct.

3. Fees. For the services rendered pursuant to this Agreement, contractor shall submit an invoice to the City for services. Contractor shall be paid Eight Hundred Eighty One Dollars and Fifty Eight Cents ($881.58) per session contracted and will receive a Form 1099 at the end of the year. Contractor shall be responsible for paying all taxes due on such compensation.

4. Professional Training. Contractor agrees to attend all required continuing municipal legal education training sessions, and will provide documentation of said training to the City upon request.

5. Independent Contractor. In performing the services herein specified, contractor is acting as an independent contractor and shall not be considered an employee of the City.

6. Voluntary Termination. Notwithstanding herein to the contrary, either party may elect to terminate this Agreement, upon written notice of at least ninety (90) days. The Contractor shall not assign, transfer or sub-contract any work either in whole or in part.

7. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement.

For the City of Osage Beach

______________ ___________________________________

Date John Olivarri, Mayor

Name

_____________ ___________________________________

Date

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19
Originator: ***(Name/Title)*** Jeana Woods/City Administrator
Date Submitted: 06/19/19

Agenda Item Title:

Bill 19-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between the School of the Osage (District) and the City of Osage Beach (City) for services of a School Resource Officer (SRO).

Presented by: ***(Name/Title)*** Jeana Woods/City Administrator, Todd Davis/Police Chief

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 19-49
- ☐ **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:

SRO services for school year 2019-20 is requested to begin August 1, 2019.

Fiscal Impact:

Not Applicable ☐
Budgeted Item: YES ○ NO ◉
If no, provide funding source: Budgeted FY2019 General Fund Revenues *see notes below
Budget Line Item/Title: *various, Personnel Expenditure

FY_____Budgeted Amount:	$ ______
Expenditures to Date________:	($______)
Available:	$ 0.00
Requested Amount:	$ ______

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 19-48, SRO Agreement

Department Comments and Recommendation:

n/a

City Administrator Comments and Recommendation:

This is a request to enter into an agreement with School of the Osage (the District) to provide a School Resource Officer (SRO) and SRO services to the District, specifically for campus location within the city limits, during the regular school year. This agreement includes partial funding of said position by the District. The FY2019 funding provided by the District is $36,744 (school year 2019-20). The District does have a similar agreement with the City of Lake Ozark for said services they utilized at the campus location within the City of Lake Ozark.

The City provided SRO services to the District from 1999 through 2017, at which time the District took SRO services in house beginning with school year 2017-18. At this time, both the City and the District realize a value in entering back into a partnership for SRO services to be provided within the City limits which parties agree best serves the City, the District, our community, as well as the students.

Due to the change in 2017, the SRO position remained a vacant City position late in FY2017 and was not filled nor budgeted in the following FY2018 or FY2019 Budgets. By approving execution of this agreement, this would basically re-authorize the position and said position would be filled in the near future to meet the requirements of the agreement.

The FY2019 Budget can support this addition without causing the department to be over budget because the department is expected to be under budget for personnel expenditures (salary, taxes, and benefits) in FY2019. This is due to the actual personnel expenditures to date for FY2019 coming in under budget due to department vacancies and timing of filling those vacancies. Because this position is a commissioned police officer, the City will utilize the capacity for department needs outside of the regular school year, therefore, it will budgeted in upcoming years in context with the overall personnel needs of the department.

This agreement will be put into effect upon the formal approval from both the City's Board of Aldermen (1st and 2nd reading) and the District's Board approval.

BILL NO. 19-48 ORDINANCE NO. 19.48

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE SCHOOL OF THE OSAGE (DISTRICT) AND THE CITY OF OSAGE BEACH (CITY) FOR SERVICES OF A SCHOOL RESOURCE OFFICER (SRO).

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve "law enforcement in schools"; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE COUNTY AS FOLLOWS:

Section 1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly contact and assist the staff and students. The functions of the SRO will include, but not be limited to:

a. serving as a problem-solving resource for the students, faculty and staff.

b. supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.

c. providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.

d. providing patrol activities and performing other duties that are requested by the District and deemed appropriate by the OSAGE BEACH POLICE DEPARTMENT.

e. coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.

f. providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.

Section 2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the SRO job description, qualifications, and criteria for evaluating the SRO assigned by the DISTRICT.

Section 3. The POLICE DEPARTMENT shall have one uniformed officer assigned to the DISTRICT where he/she functions as the "School Resource Officer". The officer assigned to the program shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

a. The officer performing these services shall be considered an employee of the CITY and said officer shall follow the policies and procedures of the CITY. The SRO shall report to the Sergeant that is assigned as the liaison between the CITY and the DISTRICT. The District shall designate an individual staff member as the SRO's primary point of contact between the District and the SRO. The District shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.

b. The POLICE CHIEF shall designate a supervisor of the rank of sergeant or above who shall function as a liaison between the DISTRICT and the DEPARTMENT. This liaison will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the DISTRICT.

c. The DISTRICT shall have primary services of the SRO throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions "as needed" by the POLICE DEPARTMENT.

d. The SRO's work hours shall be forty-two hours per week, 7:15 a.m. to 3:45 p.m., Monday through Thursday, and 7:15 a.m. to 2:45 p.m. on Friday. Duty hours may be modified based upon need, and agreeable to both the DISTRICT and POLICE DEPARTMENT.

e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

Section 4. This agreement shall be for one (1) year, commencing on August 1, 2019 and ending on July 31, 2020, with option to renew annually for up to two (2) years. The SRO assigned to duty on the District premises shall be present for the fall and spring semesters and other school events as agreed.

Section 5. The DISTRICT shall pay the CITY $36,744 (Thirty-Six Thousand, Seven Hundred and Forty-Four Dollars) annually on or before August 1 as reimbursement for the SRO services contemplated herein for this agreement. The parties shall set the payment due for any renewal of the Agreement based on the figure determined by a calculation of 75% of a three-year police officer's salary and benefits for that renewal term.

Section 6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

Section 7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

Section 8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

Section 9. It is acknowledged that both the CITY and the DISTRICT are insured for the purposes of general liability and professional liability.

Section 10. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that Ordinance No.19.48 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.19.48.

____
John Olivarri, Mayor

______________________ ______________________________________
Date Tara Berreth, City Clerk

CITY OF OSAGE BEACH - SCHOOL OF THE OSAGE
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT

This agreement, entered into on ________________, 2019, by and between the SCHOOL OF THE OSAGE (DISTRICT) and the CITY OF OSAGE BEACH (CITY); witnessed that;

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve "law enforcement in schools"; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE COUNTY AS FOLLOWS:

1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly make contact with and assist the staff and students. The functions of the SRO will include, but not be limited to:

   a. serving as a problem-solving resource for the students, faculty and staff.

   b. supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.

   c. providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.

   d. providing patrol activities and performing other duties that are requested by the District and deemed appropriate by the OSAGE BEACH POLICE DEPARTMENT.

   e. coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.

   f. providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.

2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the SRO job description, qualifications, and criteria for evaluating the SRO assigned by the DISTRICT.

3. The POLICE DEPARTMENT shall have one uniformed officer assigned to the DISTRICT where he/she functions as the "School Resource Officer". The officer assigned to the program shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

a. The officer performing these services shall be considered an employee of the CITY and said officer shall follow the policies and procedures of the CITY. The SRO shall report to the Sergeant that is assigned as the liaison between the CITY and the DISTRICT. The District shall designate an individual staff member as the SRO's primary point of contact between the District and the SRO. The District shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.

b. The POLICE CHIEF shall designate a supervisor of the rank of sergeant or above who shall function as a liaison between the DISTRICT and the DEPARTMENT. This liaison will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the DISTRICT.

c. The DISTRICT shall have primary services of the SRO throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions "as needed" by the POLICE DEPARTMENT.

d. The SRO's work hours shall be forty-two hours per week, 7:15 a.m. to 3:45 p.m., Monday through Thursday, and 7:15 a.m. to 2:45 p.m. on Friday. Duty hours may be modified based upon need, and agreeable to both the DISTRICT and POLICE DEPARTMENT.

e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

4. This agreement shall be for one (1) year, commencing on August 1, 2019 and ending on July 31, 2020, with option to renew annually for up to two (2) years. The SRO assigned to duty on the District premises shall be present for the fall and spring semesters and other school events as agreed.

5. The DISTRICT shall pay the CITY $36,744 (Thirty-Six Thousand, Seven Hundred and Forty-Four Dollars) annually on or before August 1 as reimbursement for the SRO services contemplated herein for this agreement. The parties shall set the payment due for any renewal of the Agreement based on the figure determined by a calculation of 75% of a three-year police officer's salary and benefits for that renewal term.

6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

9. It is acknowledged that both the CITY and the DISTRICT are insured for the purposes of general liability and professional liability.

IN WITNESS WHEREOF, we have hereunto set our hands this ___day of ___________________, 20__.

SCHOOL OF THE OSAGE	City of OSAGE BEACH
By:	By:
___________________________________	___________________________________
School Board President	Mayor
Attest	Attest
___________________________________	___________________________________
Board Secretary	City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/02/19

Originator: ***(Name/Title)*** Jeana Woods, City Administrator

Date Submitted: 06/26/19

Agenda Item Title:

Bill 19-49 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for Bikefest 2019 Event Support Request.

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

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 19-49
- ☐ **Second Reading of Bill #** ______
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

Per Section 110.300, Board approval required by ordinance for the distribution of funds from the Community Promotions - Community Event Support account.

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

FY 19 **Budgeted Amount:**	**$** 70,000.00
Expenditures to Date 06/26/19**:**	**($** 21,831.00 **)**
Available:	**$** 48,169.00
Requested Amount:	**$** 3,000.00

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 19-49; Request For Event Support Application

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 19-49 is in correct form as per City Attorney.

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:

2019 Budget for Event Support	$10,000
LOTO Pub Crawl (requested $2,000-Board Approved $3,000)	($ 1,500)
2019 Aquapalooza	($ 5,000)
2019-2020 Can Am Games	($ 5,000)
Remaining Available Balance	($ 1,500)

Enclosed is Bikefest's Event Support Form with supplemental information submitted to me on June 26, 2019. The request is for $3,000 for the 2019 Lake of the Ozarks Bikefest to be held on September 11 - 15, 2019.

This event draws an estimated 60,000 motorcycles and 90,000 bikers to the Lake for up to 5 days. This is an event that we have sponsored through the Community Event Support program in the past.

BILL NO. 19-45 ORDINANCE NO. 19.45

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2019 EVENT SUPPORT REQUEST

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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 advertising in an amount of Three Thousand dollars ($3,000.00) is hereby authorized for the 2019 Lake of the Ozarks Bikefest to be held September 9 – 15, 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. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. 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. 19.49 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. 19.49.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

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

Requested Amount: $3000.00 **Date of Request:** 6-25-19

Organization Information:

Organization Name: Lake of the Ozarks Bikefest
Address: P.O. Box 1498 Osage Beach, MO 65065
Phone # 573-348-1599 Fax # 573-348-2293
Contact Name: Tim Jacobsen
Phone # (cell) 573-216-4023 (Other) 573-348-1599
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? National
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: ______

Event Information:

Event Name: 2019 Lake of the Ozarks Bikefest
Event Dates: Wednesday, September 11 - Sunday, September 15, 2019
Event Location: Throughout the Lake Area
Description of event: 90,000 motorcycles + 125,000 bikers rally at Lake of the Ozarks for 5 days w/ live entertainment, vendor village areas, scenic rides + biker events.

How will the proceeds of this event be used? promotional efforts

How will the City be recognized through this event? logo on promontional collateral

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: ____________________

Total budget for the event: ____________________

(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? ____________________

How many years has this event been held? 13 years

Estimated attendance this year? 90K Last year's attendance, if applicable? 120K

Applicant:

Application Completed By: Tim Jacobsen

Contact Phone/Cell: 573-348-1599-office 573-216-4023-cell

Signature	Print Name	Title	Date
Tim J	Tim Jacobsen	Executive Director	6-25-19

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: ____________________

13th ANNUAL BIKEFEST LAKE OF THE OZARKS 2019

Tuesday, June 25, 2019

Dear City of Osage Beach Board of Alderman,

The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the $3,000 sponsorship for the 2018 Lake of the Ozarks Bikefest and the committee would like to offer the City of Osage Beach a $3,000 sponsorship for the 2019 Lake of the Ozarks Bikefest. The 2018 event was a large success and our committee estimates the attendance grew to 90,000 bikes and 120,000 people and had an estimated economic impact of $13,654,200 for the Lake Area.

The 2019 Lake of the Ozarks Bikefest Sponsorship would include;

1) **950 pixels X 95 pixels www.LakeBikeFest.com Banner Ad**

2) **Listing on Sponsor Page on www.LakeBikeFest.com with link to your business**

3) **Logo in Bikefest Section of 10,000** *Vacation News Official Bikefest Program Guides*

5) **Logo on 15,000 + Promotional Postcards**

6) **Logo on 1,500 Official Bikefest Passports**

7) **Logo on1 ,800 Official Bikefest Passport Maps**

8) **Logo on Publication Advertising (2019)** – *Full Throttle Magazine (10 issues), Thunder Press Publication (4 issues), Hot Summer Nights Program, Hot Summer Nights Tri-Fold Brochure, Mid-America Freedom Rally Program, Second Home Living Publication, Relocation Magazine, Shootout Program, Get Down Guide, Lake Lifestyles Magazine, LO Profile Magazine (2 issues), Vacation News (2 issues) & Lake Sun Newspaper (2 issues).*

The Lake of the Ozarks Bikefest committee is focused on promoting economic growth from the motorcycle industry through spending not only at the Lake Area for the Lake of the Ozarks Bikefest, but year-round as well.

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the "Heart of the Lake of the Ozarks"! Of the 24 businesses participating in Lake of the Ozarks Bikefest Passport Stops the following 10 businesses have committed to participate in 2019 that represent Osage Beach;

Lake of the Ozarks Harley-Davidson
Shorty Pants Lounge & Marina
Surdyke Yamaha
Dog Days Bar & Grill
Wobbly Boots Road House
Harmy's Cheese Store & More
Redhead Lakeside Grill
Osage Beach 1st Assembly of God
Tirebiter's Peanut Pub
Backwater Jack's

There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest that are also located in Osage Beach

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship. As you can see from the above information the economic impact to the City of Osage Beach is a large part of the total $13,654,200 total economic impact on the entire Lake Area.

Also, included in this packet is an example of actual advertisement that have already been placed for the 2019 Lake of the Ozarks Bikefest. The full page ad, with the City of Osage Beach logo in a prominent position at the top of each designed advertising piece, has been placed in the following advertising mediums;

Full Throttle Magazine – December – September issues (10,000 distribution)
Second Home Living – 2019 Fall Issue
Shootout Program – 2019 Event Program
Vacation News – 2 Issues
Lake Sun Newspaper – 2 Issues
Lake of the Ozarks Get Down Guide – 2019 Summer Issue (10,000 distribution)
LO Profile Magazine – 2 issues (10,00 distribution)
Lake Lifestyles – 1 issue (2,500 distribution)
Mid Am Freedom Rally Guide – 2019 guide (5,000 distribution)
Bikefest Event Postcard – (15,000 distribution)
Bikefest 2'x3' Event Banner – (30 at Passport Stops)
Bikefest E-Mail Marketing – (35,000 opted in Harley-Davidson Owners)
Bikefest TXT Messaging – (5,000 e-mail addresses)
Bikefest Geotargeting – (6-8 Major Biker Events throughout the Midwest)

The above mediums have already been placed and the City of Osage Beach is included in all these. There will be several additional forms of advertising that will be placed that will also include the City of Osage Beach logo as sponsor dollars allow.

Thank you again for your support and please feel free to reach out to me if you have any questions. We would very much welcome the opportunity to present to the Board of Alderman to thank them for their past support and answer any questions or address any concerns about the sponsorship opportunity or the event itself.

Respectfully,

Tim Ja

Tim Jacobsen
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 – 1599 – office
573-216-4023 – cell
tim@funlake.com

2019 Lake of the Ozarks Bikefest

Income	
TCLA	$ 10,000.00
Progressive Insurance	$ 5,000.00
City of Osage Beach - proposed	$ 3,000.00
Leather Man	$ 2,000.00
Sponsor @ $500 X 9	$ 4,500.00
Passport Stop Part $600 X 23	$ 13,800.00
Featured Lodging $500 X 3	$ 1,500.00
Passport Sales 763 X $20 - estimate	$ 15,260.00
T-Shirt Sales (Vendor Donation) - estimate	$ 600.00
Total Income	**$ 55,660.00**
Expenses	
Board Insurance	$ 744.00
Event Insurance	$ 600.00
Secretary of State-Annual Fees	$ 60.00
Bank Charges	$ 25.00
Mobil AdMessenger	$ 5,000.00
MSW Social Media/ Hosting	$ 4,125.00
Cycle Fish Banner Ad	$ 400.00
Funlake.com Event Banner	$ 500.00
Lamar Billboards	$ 5,000.00
Hot Summer Nights - Full Page Ad	$ 390.00
Hot Summer Nights - Tri-Fold Ad	$ 250.00
Mid Am Freedom Rally- 1 pg Ad + Banner	$ 350.00
Full Throttle Magazine - 10 Issues	$ 3,200.00
Get Down Guide	$ 650.00
Thunder Press - 4 issues	$ 8,200.00
Let It Ride Event Listing	$ 20.00
Sponsorship Commission	$ 2,800.00
10K Sponsor Postcards	$ 463.00
30 - 2' x 3' Event Banners	$ 464.00
Passports & Maps	$ 2,150.00
Passport Stamps (3)	$ 35.00
Passport Outdoor Signage (25)	$ 253.00
Passport Stop $5 x 335	$ 1,675.00
CMA $5 x 432 + $1 x 767 =	$ 2,927.00
Passport Commission	$ 4,600.00
HD Motorcycle - Passport Give-A-Way	$ 12,000.00
Total Expenses	**$ 56,881.00**
LOSS	$ (1,221.00)

STATE OF MISSOURI

SEAL OF THE SECRETARY OF STATE
MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF RESCISSION

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, hereby certify that the forfeiture/administrative dissolution entered against

BIKE FEST CO.
N00823633

on 1/3/2017, as provided in the State of Missouri Nonprofit Corporation Act was this day rescinded, and said corporation was on this date hereby restored to good standing in the records of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of April, 2017.

Jay Ashcroft

Secretary of State

THE GREAT SEAL OF THE STATE OF MISSOURI
UNITED WE STAND DIVIDED WE FALL
SALUS POPULI SUPREMA LEX ESTO
MDCCCXX


13th ANNUAL
BIKEFEST
LAKE OF THE OZARKS
2019
SEPTEMBER 11-15
MISSOURI'S LARGEST BIKE RALLY
OVER 200 BARS AND RESTAURANTS | SCENIC RIDES
HARLEY-DAVIDSON GIVE-A-WAY | BIKE SHOW
CONCERTS | BIKE EVENTS | VENDOR AREAS
Aaron Sachs & Associates, P.C.
AutoInjury.com
1-888-777-2886
The choice of a lawyer is an important decision and should not be based solely upon advertisements.
PROGRESSIVE
LAKE of the OZARKS HARLEY-DAVIDSON
the Leather Man
LAKE OF THE OZARKS Convention & Visitor Bureau
CITY OF OSAGE BEACH MISSOURI
WIN THIS BIKE
Passport Ride Bike Giveaway
Presented by:
Full Throttle MAGAZINE
www.FullThrottle-Magazine.com
Drawing for this NEW 2018 Harley-Davidson Softail Fat Bob at Harley-Davidson on 9/15/19
funlake.com
LakeBikefest.com
CAMDEN ON THE LAKE RESORT
Full Throttle MAGAZINE
www.FullThrottle-Magazine.com
THE GRAF GROUP LLC
INSURANCE SERVICES
(314) 291-1600
Lake Media
Margaritaville Lake Resort
SURDYKE YAMAHA
lake of the ozarks
TUCKER'S SHUCKERS
OYSTER & PUB
Franky & Louie's

City of Osage Beach
Agenda Item Summary
Date of Board of Aldermen Meeting: 06/21/19
Originator: ***(Name/Title)*** Jeana Woods/City Administrator
Date Submitted: 05/10/19

Agenda Item Title:

Discussion - City Liquor License Renewal Process

Presented by: ***(Name/Title)*** Richard Ross/Alderman

Requested Action:

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

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

N/A

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

Fiscal Impact:
Not Applicable ☑
Budgeted Item: YES ○ **NO** ○
If no, provide funding source: ______________________________
Budget Line Item/Title: ______________________________

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

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

ATC License Renewal Requirements; ATC Application

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

UPDATE: Alderman Ross has requested to continue the discussion our current requirements for Liquor Licenses, specifically renewals. At the May 16, 2019 Board of Aldermen Meeting this discussion was on the agenda. The Liquor Control Board has now also discussed the process and potential changes.

PREVIOUS COMMENTS FROM 5/16/19:
City Code Chapter 600 - Alcoholic Beverages outlines the license requirements and regulations for intoxicating liquors for the City, including renewal of liquor licenses.

In 2015, members of the Board of Aldermen directed staff to include extending the requirement for background checks for renewal applications at the the City level, which are not currently part of the State of Missouri requirements for renewal. The second reading of Bill 15-81 was passed on October 1, 2015.

I have attached the State's checklist for renewals as well as the checklist for Primary Retail Liquor License for your reference.

Liquor licenses are due to the City by June 30 (same due date as the State) of each year. 53 renewal licenses have been processed to date with 12 remaining to be renewed (late fees will apply). If changes are considered by the Board of Aldermen (outside of State's requirements) it would be recommended that new changes go into effect the upcoming renewal period, June 30, 2020, for consistency; all renewals/applicants for 2019 are held under the same guidelines.

DIVISION OF ALCOHOL AND TOBACCO CONTROL
LICENSE RENEWAL - CHECKLIST OF REQUIREMENTS

As the Division of Alcohol and Tobacco Control (ATC) pursues an online licensing solution, the Division has implemented a few changes related to the renewal process to enable a smoother transition when such an online solution becomes available. Please take the time to review this Checklist of Requirements carefully for changes.

A **completed** renewal application received by ATC requires:

- The managing officer, sole owner or partner(s) indicated on the renewal application has signed the renewal application.
- Payment of license fees are attached and in the correct form.
- **All** other required documents as indicated on your renewal application are attached when received by ATC.

Are you renewing your liquor license on or before May 1, 2019 as required by Section 311.240, RSMo, by submitting a signed renewal application with required attachments (as applicable)?

- If yes and your envelope is postmarked on or before **May 1, 2019** a personal or business check made payable to the Director of Revenue for each licensed location of the total license fee amount for the primary and secondary licenses is accepted.
- A separate check is required for each licensed premise.

Are you renewing your liquor license AFTER May 1, 2019?

- Late fees are assessed for each license type postmarked or completed after **May 1, 2019**. There shall be added to the amount of the renewal fee for each license type, a **late charge** of $100.00 for renewals completed from May 2nd to May 31st, a late charge of $200.00 for renewals completed from June 1st to June 30th and a late charge of $300.00 for renewals completed from July 1st to July 31st. In addition, the licensee is required to submit the license fee and late fee with a cashier's check or money order made payable to the Director of Revenue.
- A separate cashier's check or money order is required for each licensed premise.

Are you renewing primary and secondary licenses at the same time?

- You are required to renew all primary and secondary licenses at the same time. If you are cancelling a secondary license as of July 1, 2019, please mark through license type and note that you do not wish to renew. A new application is required if you wish to reapply for a license that is not renewed at the time this renewal application is submitted.

Have you reviewed your renewal application and is the name of your business, address, telephone number, business structure, sales tax ID, corporate charter number, tobacco retailer status and legal description correct?

- If yes, the signature and date are required on the second page of the renewal application form. Signature on the renewal application for a corporation/LLC **must** be that of the managing officer, signatures on the renewal application for a partnership **must** be that of **each** partner, signature on the renewal application for a sole owner **must** be that of the sole owner.
- If no, please indicate changes and see next question/answer.
- If the signature on the second page of the renewal application does not match the name(s) listed on the first page of the renewal application, then the renewal application will be returned for non-compliance.

Is the email address for the managing officer, sole owner and/or partner indicated on your renewal application correct?

- If yes, please continue reviewing the next question/answer.
- If the email address is not correct or there is no email address shown, please indicate changes by writing the correct email address legibly on your renewal application and see next question/answer.

Have you reported any change of fact to the Division?

- **CHANGE OF FACT** – Pursuant to 11 CSR 70-2.030(1) the licensee is required to report any change of fact during the period for which the license is granted by giving written notice within (ten) 10 days after the change to the Supervisor of Alcohol and Tobacco Control. Please contact your District Office regarding how to submit this change of fact.

Does your renewal application indicate a Verification of Food and Alcohol Sales/Schedule of Gross Receipts is required to renew your liquor license?

- If yes, this form will automatically follow your renewal application to print if applicable to your license type. It is also available at https://atc.dps.mo.gov under "Forms & Publications."

Does your renewal application indicate a Certificate of No Tax Due is required?

- If yes, please contact the Department of Revenue at www.dor.mo.gov.
- Your renewal application will not be assessed late fees if the Certificate of No Tax Due is indicated as a required document and it is postmarked and/or received on or before May 1st. The date indicated on the Certificate of No Tax Due you submit is required to be within 90 days and the sales tax ID is required to correspond to the sales tax ID indicated on your renewal application. If your Certificate of No Tax Due with the correct sales tax ID and dated within 90 days is postmarked and/or received after May 1st, then late fees will apply.

Does your renewal application indicate a Tax Bond or Continuation Certificate is required?

- If yes, the Corporate Bond form will automatically follow your renewal application to print if applicable to your license type. It is also available at https://atc.dps.mo.gov under "Forms & Publications." The Corporate Bond must be executed by a bonding agency in the amount indicated on your renewal application for the next fiscal year. A Continuation Certificate from your bonding agency for the next fiscal year will be accepted in place of the Corporate Bond form.
- Your renewal application will be assessed late fees if the Corporate Bond or Continuation Certificate is required for the next fiscal year and it is not postmarked and/or received on or before May 1st.
- If you attach a copy of a bond for the current fiscal year that expires on or before June 30, 2019 then your application is incomplete.
- An invoice or receipt from your bonding agency will not be accepted.

To whom should your check for the licensing fee be made payable?

- Your check is required to be made payable to the Director of Revenue.
- Your renewal application will be assessed late fees if your check is not signed, or if a check for each licensed premise in the amount due indicated as your license fee on the renewal application is not postmarked and/or received on or before May 1st.

Where should you send the signed renewal application, form of payment and any required documents as indicated on your renewal application?

- Completed renewal application and required attachments are to be mailed to:

Division of Alcohol and Tobacco Control
1738 East Elm Street, Lower Level, PO Box 837
Jefferson City, MO 65101

Missouri Department of Public Safety
Division of Alcohol and Tobacco Control
CHECKLIST OF REQUIREMENTS FOR PRIMARY RETAIL LIQUOR LICENSE

PROCEDURE FOR APPLYING FOR A RETAIL (BY THE DRINK, ORIGINAL PACKAGE, OR CONSUMPTION) LIQUOR LICENSE

ALLOW 10 – 21 DAYS FOR PROCESSING

RETURN PAGE 1 OF THIS CHECKLIST WITH APPLICATION

LICENSE TYPE

Retail license being applied for (mark with an "X"):

PACKAGE	BY THE DRINK	OTHER
☐ Beer Only	☐ Beer Only	☐ Consumption only**
☐ Beer, Wine & Spirits*	☐ Beer & Light Wine*	
	☐ Beer, Wine & Spirits*	

* A separate Sunday license is required, if applicable.

** Sunday hours are not permitted with a consumption license.

EFFECTIVE DATE

If there is a specific date the license should take effect, please specify. If no date is indicated, the license will take effect as soon as it's reviewed and processed. ______________________________

LEGAL DESCRIPTION (BY THE DRINK APPLICANTS ONLY)

If applying for a by the drink license, is there an outdoor deck, patio, or sidewalk café that needs to be added to the legal description on the liquor license? If so, include a photo of the space, and if it is not enclosed, record dimensions of the space here.

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REQUIRED DOCUMENTS:

1. PRIMARY RETAIL APPLICATION – Completed and notarized.

2. LICENSE FEE – Cashier's check or money order made payable to Missouri Director of Revenue for new license type. See pro-rated schedule below.
   - If applying for a Retail by Drink Resort Temporary or Retail by Drink Seasonal Resort Temporary, the fee amount is $75.00 (equal to three (3) months or 90 days of RBD fees).

2. NATURALIZATION CERTIFICATE OR PASSPORT – If the sole owner, any partner, or the managing officer of an entity was born outside the U.S., a copy of that individual's naturalization certificate or valid U.S. Passport is required.

3. CRIMINAL RECORD CHECK – Must be from the Missouri State Highway Patrol and dated within six (6) months (record checks from third party vendors will not be accepted). Must include the individual's full name and any commonly used alias (es), date of birth, and social security number. Record checks can be obtained same-day via the online portal, or by mail using their form. Records checks are required for the sole owner (sole proprietor), all partners (partnership), and the managing officer (LLC or corporations). Additionally, all officers and/or directors, and all stock/share holder(s) owning 10% or more overall of the applicant entity.

4. MISSOURI RETAIL SALES TAX LICENSE – From the Missouri Department of Revenue, (573) 751-5860, listing the proper legal name of the applicant (sole proprietor, partnership, or entity) applying for the license and the correct physical address of the business. If you are in a particular unit(s) or suite(s), this should be listed as part of the address on the sales tax license.

5. CERTIFICATE OF NO TAX DUE – From the Missouri Department of Revenue; must be dated within 90 days. **Required regardless of exemption status.** Can be obtained online with the Tax ID and PIN, or by phone at (573) 751-9268.

6. TAX RECEIPT – Copy of the paid personal property tax or real estate tax receipt for the preceding year of the sole owner (sole proprietor), all partners (partnership), or the

managing officer (LLC or corporations). A waiver of non-assessment will be accepted in lieu of the paid receipt if taxes were not owed the preceding year.

7. VOTER REGISTRATION – Proof of voter registration (ex. copy of voter registration card, letter, etc.) or printout from the Missouri Secretary of State's voter verification website of the sole owner (sole proprietor), all partners (partnership), or the managing officer (LLC or corporations).

8. PHOTO – Of sole owner, all partners, or managing officer (no hats or sunglasses). Gray-scale or black and white computer printouts are acceptable so long as features are clear. This can be attached to page 2 of the application, or included separately.

9. PHOTO – Of front of the building. Include a photo of any exterior area(s) to be added, such as a patio, deck or sidewalk cafe. Gray-scale or black and white computer printouts are acceptable so long as features are clear. This can be attached to page 5 of the application, or included separately.

10. COPY OF SIGNED LEASE, DEED OR RENTAL AGREEMENT – Must show the correct legal name of the applicant (as listed on the Missouri Retail Sales Tax License and Certificate of Good Standing, if applicable) and the physical address of the building or legal description of the property to be licensed.

11. CERTIFICATE OF GOOD STANDING – From the Secretary of State, dated within 90 days for the applicant organization. *Not applicable to sole proprietors or general partnerships*.

12. RESORT CERTIFICATION and/or VERIFICATION OF GROSS RECIEPTS – Required only if applying for full liquor by the drink (spirits, wine and beer) in certain areas. See the Full Liquor by the Drink – Qualification Questionnaire or contact your district office to see if you must qualify.

13. HEALTH INSPECTION (by the drink applicants only) – Copy of completed health inspection from local health department.

Retail License Prorated Fee Schedule *(July rate = annual fee)*	RBD* – Retail by Drink	OPL – Original Package Liquor	COL – Consumption	5BD – Beer by Drink 5BDW – Beer & Wine by Drink 5OP – Package Beer
July - June 30	$300.00	$100.00	$60.00	$50.00
Aug - June 30	$275.00	$91.67	$55.00	$45.83
Sep - June 30	$250.00	$83.33	$50.00	$41.67
Oct - June 30	$225.00	$75.00	$45.00	$37.50
Nov - June 30	$200.00	$66.67	$40.00	$33.33
Dec - June 30	$175.00	$58.33	$35.00	$29.17
Jan - June 30	$150.00	$50.00	$30.00	$25.00
Feb - June 30	$125.00	$41.67	$25.00	$20.83
Mar - June 30	$100.00	$33.33	$20.00	$16.67
Apr - June 30	$75.00	$25.00	$15.00	$12.50
May - June 30	$50.00	$16.67	$10.00	$8.33
Jun 1 - June 30	$25.00	$8.33	$5.00	$4.17

Licenses are valid from the date the license takes effect through June 30; fees are prorated monthly. Select the current or future month the license should take effect, and the corresponding fee listed is the prorated amount.

*RBD variant licenses included under this fee bracket are:

- RBD (*standard beer, wine & spirits*) – RSMO 311.200 (5),
- RBDB (*boat*) – RSMO 311.091,
  - *Requires vessel license from U. S. Coast Guard certifying the number of passengers allowed (minimum of 30 passengers required).*
- RBDE (*exempt organizations*) – RSMO 311.090 (1),
  - *Requires IRS exemption notice exempting the organization from payment of federal income taxes.*
- RBDK (*entertainment district*) – RSMO 311.086,
  - *Exclusive to Kansas City.*
- RBDM (*mall*) – RSMO 311.096,
  - *For businesses with no interior seating; annual gross income from the sale of prepared meals or food consumed is, or is projected to be at least $275,000.00. Requires affidavit for new businesses or gross verification form for existing businesses adding liquor.*
- RBDR** (*resort*) – RSMO 311.095 (1); and,
- RDSR** (*seasonal resort*) – RSMO 311.095 (2).

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RETURN DOCUMENTS TO:

District I – Kansas City	District II – Jefferson City	District III – St. Louis	District V – Springfield
Division of Alcohol & Tobacco Control 8800 E. 63rd Street, Ste. 180 Raytown, MO 64133 (816) 743-8888 **Servicing:** Andrew, Atchison, Buchanan, Caldwell, Carroll, Cass, Clay, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Jackson, Johnson, Lafayette, Livingston, Mercer, Nodaway, Platte, Ray, Worth	Division of Alcohol & Tobacco Control 1738 E. Elm St. – Lower Level Jefferson City, MO 65101 (573) 526-4026 **Servicing:** Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Iron, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Pettis, Pike, Putnam, Ralls, Randolph, Reynolds, Ripley, Saline, Schuyler, Scotland, Shannon, Shelby, Sullivan, Vernon, Warren, Washington	Division of Alcohol & Tobacco Control 7545 S. Lindbergh Blvd., Ste. 150 St. Louis, MO 63125 (314) 416-6280 **Servicing:** Bollinger, Butler, Cape Girardeau, Dunklin, Jefferson, Lincoln, Madison, Mississippi, New Madrid, Pemiscot, Perry, Scott, St. Charles, St. Francois, St. Louis City, St. Louis Co., Ste. Genevieve, Stoddard, Wayne	Division of Alcohol & Tobacco Control 505 B East Walnut St. – (Lower Level) Springfield, MO 65806 (417) 895-5004 **Servicing:** Barry, Barton, Bates, Benton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Henry, Hickory, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Phelps, Polk, Pulaski, St. Clair, Stone, Taney, Texas, Webster, Wright