

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

December 19, 2019 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, nor will it respond tonight to questions, although staff may be directed to respond at a later time, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

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

► Minutes of Board of Aldermen meeting December 5, 2019

► Bills List - December 19, 2019

UNFINISHED BUSINESS

- A. Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *Second Reading*
- B. Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *Second Reading*

NEW BUSINESS

- A. Bill 19-91- An ordinance of the City of Osage Beach, Missouri, establishing the offense of keeping a dangerous dog and the penalty and the provision for seizing and destroying the animal and to provide authority to seek a warrant to seize any animal kept, maintained or harbored in violation of Chapter 205 of the Osage Beach Municipal Code. *First Reading*
- B. Bill 19-92 - An ordinance of the City of Osage Beach, Missouri, accepting Dorothy Lane as a City Street as described in Exhibit A. *First and Second Reading*
- C. Bill 19-93 - An ordinance of the City of Osage Beach, Missouri, repealing Section 210.420 Failure to Obey, Obstructing, Resisting, etc., City Officials, and establishing in lieu thereof a new Section 210.420 Hindering, Interfering, Resisting or Obstructing a City Officer. *First Reading*
- D. Bill 19-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Forward Slash Technologies for IT Managed Services and help desk support. *First Reading*
- E. Bill 19-96 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract modification No. 2 for Project No. OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in an amount not to exceed \$38,534.00. *First and Second Reading*
- F. Motion to approve Sixty-Five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.
- G. Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

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

December 5, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, December 5, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Kevin Rucker, Alderman Richard Ross, Alderman Greg Massey and Alderman Becker. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

None

CITIZENS' COMMUNICATIONS

Dan Calvino – Asked the City to contact Aldi's Grocery Store to see if they would be willing to open a store in Osage Beach?

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda (Minutes November 21, 2019, Special Budget Work Session from - October 29, 2019, October 31, 2019 and November 5, 2019 and Bills List December 5, 2019). This motion was seconded by Alderman Becker. Motion passes by voice vote.

UNFINISHED BUSINESS

Bill 19-80 - 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 for an Emergency HVAC system. *Second Reading.*

Alderman Ross made a motion to approve the second reading of Bill 19-80 as presented. This motion was seconded by Alderman Massey. The following roll call was taken to approve the second and final reading of Bill 19-80 and to pass same into ordinance: "Ayes" Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker and Alderman Rucker "Nays" – 0. Bill 19-80 was passed and approved as Ordinance 19.80.

Bill 19-81 - 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 for a police assessment of the Osage Beach Police Department. *Second Reading.*

Alderman Massey made a motion to approve the second reading of Bill 19-81 as presented. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 19-81 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey "Nays" – 0. Bill 19-81 was passed and approved as Ordinance 19.81.

Bill 19-82 - 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 for Executime Payroll Management System. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 19-82 as presented. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 19-82 and to pass same into ordinance: “Ayes” Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker, Alderman Massey and Alderman Marose “Nays” – 0. Bill 19-82 was passed and approved as Ordinance 19.82.

Bill 19-83 - 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 for the Grand Glaize Airfield Pavement Maintenance and Install Runway Hold Sign project. *Second Reading.*

Alderman Massey made a motion to approve the second reading of Bill 19-83 as presented. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 19-83 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose and Alderman Walker, “Nays” – 0. Bill 19-83 was passed and approved as Ordinance 19.83.

NEW BUSINESS

Public Hearing on Bill #19.85 - FY2020 Operating Budget Adoption

No public comments.

Bill 19-85 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, and appropriating funds pursuant thereto. *First Reading*

The Fund Summary represents in total the revenues and expenditures for the FY2020 Budget Draft #2. Draft #2 represents the corrections and changes noted during the budget workshops held the end of October through the beginning of November, in addition to updated FY2019 revenue and expenditure estimates to date that influenced the beginning FY2020 estimates.

The entire FY2020 Budget Draft #2 in detail is available separately from the Agenda Summary item. The following are the appropriated expenditures set for in said budget set for approval:

General Fund	\$ 8,098,494
CIT Fund	\$ 1,894,660
Transportation Fund	\$ 3,898,718
Water Fund	\$ 3,798,481
Sewer Fund	\$ 3,104,666
Ambulance Fund	\$ 624,875
Lee C Fine Airport Fund	\$ 4,906,550
Grand Glaize Airport Fund	\$ 310,506
Prewitt's Point TIF	\$ 2,227,625
Dierbergs TIF	\$ 768,340
Total Expenditures	\$29,632,915

After a lengthy discussion on the following points:

- Options for 911 Dispatch Consoles
- Reserve Fund Balances

- Fleet Vehicles
- CIT projects

Alderman Rucker made a motion to approve the first reading of Bill 19-85 with the direction to have staff come back with 3 different options regarding the 911 Police Consoles. This motion was seconded by Alderman Becker. Motion fails by voice vote. (Walker – NO, Ross – No, Becker – Yes, Rucker - Yes, Massey – No and Marose – No)

Board request a Budget Workshop for December 12, 2019 at 5pm.

Motion to approve the Preliminary Plat for KK Crossing Number 2, First Addition.

Alderman Marose made a motion to approve the Preliminary Plat for KK Crossing Number 2, First Addition. This motion was seconded by Alderman Becker. Motion passes by voice vote.

Bill 19-86 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for KK Crossing Number 2, First Addition. *First and Second Reading.*

The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements. The public improvements, (i.e., roadways, parking areas, streetlights, etc.) were approved by the City Engineers and have been constructed. The Public works Department inspected the construction on the in-ground services and the contract engineer has submitted a letter stating that the road has been constructed as approved by the City Engineers. The plat was reviewed for code compliance and was found to be consistent with the final plat requirements. No Letter of Credit or Performance Bond are required as the improvements have been constructed.

Alderman Massey made a motion to approve the first reading of Bill 19-86. This motion was seconded by Alderman Ross. Motion passes with voice vote.

Alderman Becker made a motion to approve the second reading of Bill 19-86 as presented. This motion was seconded by Alderman Massey. The following roll call was taken to approve the second and final reading of Bill 19-86 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose, Alderman Walker and Alderman Ross “Nays” – 0. Bill 19-83 was passed and approved as Ordinance 19.86.

Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *First Reading*

As requested by the Board of Aldermen and City Administrator, I have with the assistance of the City Attorney prepared this Investment Policy. This policy reflects the State of Missouri's model policy with modifications made as a result of Government Finance Officers Association (GFOA) Best Practices and training.

Alderman Ross made a motion to approve the first reading of Bill 19-87. This motion was seconded by Alderman Marose. Motion passes with a voice vote.

Bill 19-88 - An ordinance of the City of Osage Beach, Missouri, Acceptance of Rowan Road into the Public Road Inventory. *First and Second Reading.*

This was presented to the Planning Commission at their November Meeting with a recommendation for approval and they have forwarded it to the Board of Aldermen with a unanimous recommendation for approval. This was a road that the city partnered with the Osage Beach Special Road District (OBSRD) to complete; designed by the City, funded by the OBSRD. Construction was completed September 5, 2019 and a first and second reading is being requested due to the upcoming winter season.

Alderman Marose made a motion to approve the first reading of Bill 19-88. This motion was seconded by Alderman Ross. Motion passes with voice vote.

Alderman Ross made a motion to approve the second reading of Bill 19-88 as presented. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 19-88 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose, Alderman Walker and Alderman Ross “Nays” – 0. Bill 19-88 was passed and approved as Ordinance 19.88.

Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *First Reading*

Three bids were received for the Osage Beach City Hall Bullet Resistant Glass Project. The apparent low bidder did not provide a bid bond or include a bid for the entire scope of the project but, instead, provided a statement that some work would need to be completed by someone else. The next lowest bidder, Bales Construction Co. provided a complete bid package, is experienced with this type of work and comes highly recommended. The Bales Construction Co. bid is \$8800.00 over the estimated budget amount. With one Building Improvement project (Ambulance Floor and Walls) remaining for 2019, being a lower priority than the bullet resistant glass and having an allocated amount of \$22,000.00; my recommendation is to award the contract to Bales Construction Co. in an amount not to exceed \$58,800.00.

Alderman Rucker made a motion to approve the first reading of Bill 19-89. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Resolution 2019-04 - A resolution of the City of Osage Beach, Missouri authorizing disposal of records according to the Missouri Records Retention Schedule.

Alderman Ross made a motion to approve Resolution 2019-04. This was seconded by Alderman Becker. Motion passes with voice vote.

Motion to approve bad debt write off for Water and Sewer in the amount of \$2,054.41 and Ambulance in the amount of \$127,936.93.

Reduce Water and Sewer receivables by \$2,054.41 and Ambulance by \$127,936.93. Although these accounts (see attached) will be written-off the City's records, staff will continue to pursue collections through liens and collections except for bankruptcies. Collections: During the year, All-Cal Collection Services collected \$5,881 and KC collected \$6,072, for a total of \$11,954 from Ambulance accounts.

Alderman Ross made a motion to approve the bad debt write off for Water and Sewer in the amount of \$2,054.41 and Ambulance in the amount of \$127,936.93. This motion was seconded by Alderman Massey. Motion passes with voice vote.

Motion to reject Bids for the Beach Drive Intersection Improvements.

Bids were opened August 23, 2019, there were four bidders. The Award of the project was delayed due to land issues. Per the Project Manual it states bids will remain open for 90 calendar days. Time has expired. That has not happened to date and due to the expiration of the bids, rejection of all bids are needed. The project will be rebid at an undetermined time in the near future pending the land issue status

Alderman Marose made a motion to reject Bids for the Beach Drive Intersection Improvements. This motion was seconded by Alderman Massey. Motion passes with a voice vote.

Agenda Item K: Motion to approve Sixty-five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.

And

Agenda Item L; Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

Discussion regarding both Items K and L will be held over until the December 19, 2019 meeting, once the proposed 2020 Budget has been revised. Consent from all Board members.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Marose – Christmas displays are out and noticed that not all the displays that were put up were not turned on. Did the timers get purchased? CA Woods – Yes. Park lights look great – Thank you to the sponsors. The tree and lights look great.

STAFF COMMUNICATIONS

CA Woods – Attended 1st MML Board meeting. Thinks going to enjoy being on the Board. If anyone has anything that they would like me to take to MML, please let me know.

Ed Rucker – Court is going to move its court dates the 2nd and 4th Thursday starting in February. This will allow Judge Smith to attend court days in Camden County on the 1st and 3rd Thursdays.

Chief Davis – Chief Dorhour's - Lake Ozark Fire Chief retirement party is Friday December 27, 2019 from 2pm-5pm.

ADJOURN

EXECUTIVE SESSION

Alderman Massey moved to close the meeting pursuant to RSMo. Section 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. Alderman Ross seconded the motion. The following roll call was taken to close the meeting. Ayes: Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Marose. Absent - Alderman Massey

ADJOURN
CLOSED SESSION

Alderman Marose moved to open the meeting. Alderman Massey seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Rucker, and Alderman Becker, Alderman Marose, and Alderman Walker. Absent - Alderman Massey. The meeting was therefore opened.

No announcements were made following the closed session.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:30p.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 December 5, 2019 and approved on December 19, 2019.

Tara Berreth, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
December 19, 2019**

Bills Paid Prior to Board Meeting	\$	209,207.14
Payroll Paid Prior to Board Meeting	\$	176,120.05
SRF Transfer Prior to Board Meeting		
TIF Transfer Dierbergs		
TIF Transfer Prewitt's Pt		
Bills Pending Board Approval	\$	177,569.01
Total Expenses	\$	562,896.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Case ID41477632	207.69
		MO DEPT OF REVENUE	State Withholding	1,806.00
			State Withholding	3,681.00
		INTERNAL REVENUE SERVICE	Fed WH	5,804.52
			Fed WH	11,188.86
		ICMA	FICA	3,260.17
			FICA	7,113.40
		ICMA	Medicare	762.46
			Medicare	1,718.21
		ICMA	Loan Repayment	250.00
			Loan Repayment	160.13
		ICMA	Loan Repayment	182.93
			Loan Repayment	233.04
		ICMA	Loan Repayment	63.78
			Loan Repayment	213.53
		ICMA	Loan Repayment	132.35
			Retirement 457 &	552.56
		ICMA	Retirement 457 &	1,424.26
			Retirement 457	245.00
		ICMA	Retirement 457	1,145.00
			Loan Repayments	106.92
		ICMA	Loan Repayments	486.25
			Loan Repayments	641.83
		ICMA	Loan Repayments	149.88
			Loan Repayments	330.32
		ICMA	Loan Repayments	271.97
			Loan Repayments	108.24
		ICMA	Loan Repayments	74.15
			Loan Repayments	79.18
		ICMA	Retirement Roth IRA %	43.93
			Retirement Roth IRA	115.00
		ICMA	Retirement Roth IRA	325.00
			HSA Contribution	50.00
		ICMA	HSA Family/Dep. Contributi	1,540.16
			Bond Refund:160709064-01	20.00
		ICMA	Bond Refund:190049446-01	107.50
			TOTAL:	44,733.68
Mayor & Board	General Fund	WALMART COMMUNITY/GEGRB	WASHBURN RETIREMNT RECEIPT	84.60
			FLOWERS - Z.NUELLE BABY	55.98
		BANKCARD SERVICES	BOARD LABELS/ENVELOPES	54.29
			LACC FALL CELEBRATION-BRD/	300.00
		BANKCARD SERVICES	LACC LUNCH & LEARN-OLIVARR	15.00
			TOTAL:	509.87
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	550.76
			Medicare	128.80
		ICMA	Retirement 401%	92.14
			Retirement 401	552.83
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	87.44
			HSA Family/Dep. Contributi	225.00
		HSA BANK	ICMA MEMBERSHIP- J.WOODS	863.00
			LODGING ICMA- J.WOODS	1,107.40
		BANKCARD SERVICES	LODGING ICMA- M. WELTY	1,107.40
			TOTAL:	4,714.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	239.64
			Medicare	56.05
		ICMA	Retirement 401%	39.53
			Retirement 401	237.20
		HSA BANK	HSA Contribution	37.50
		BANKCARD SERVICES	MOCCFOA ONLINE TRNG-D.URLI	85.00
			TOTAL:	694.92
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	639.11
			Medicare	149.47
		ICMA	Retirement 401%	104.94
			Retirement 401	629.65
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,748.17
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	92.40
			Medicare	21.61
		ICMA	Retirement 401%	16.05
			Retirement 401	96.30
		HSA BANK	HSA Family/Dep. Contributi	75.00
			NOV MUNICIPAL JUDGE SERVIC	1,763.16
			TOTAL:	2,064.52
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	115.63
			Medicare	81.64
		ICMA	Retirement 401%	56.97
			Retirement 401	341.85
		HSA BANK	HSA Family/Dep. Contributi	75.00
			LACC FALL CELEBRATION-E.RU	50.00
			TOTAL:	721.09
Building Inspection	General Fund	WHITE, RON	MEALS-COMM GRND ALLNCE SU	25.00
			FICA	488.22
		INTERNAL REVENUE SERVICE	Medicare	114.18
			Retirement 401%	61.77
		ICMA	Retirement 401	482.76
			BLDG DEPT CELL PHONE	131.82
		AT&T MOBILITY-CELLS	HSA Contribution	37.50
Building Maintenance	General Fund	HSA BANK	HSA Family/Dep. Contributi	187.50
			TOTAL:	1,528.75
		ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	147.13
			FICA	54.23
		INTERNAL REVENUE SERVICE	Medicare	12.68
			SERVICE 10/15-11/15/19	125.20
		SUMMIT NATURAL GAS OF MISSOURI INC	ICE MACHINE CLEANER	18.00
Parks	General Fund	BANKCARD SERVICES	SEPT JANITORIAL SERVICES	1,470.00
			TOTAL:	1,827.24
		SHANNON D PAINTER dba B & H CLEANING S	USB DRIVE-PARK ENTRANCE SI	8.97
			PARK TRASH SERVICE	88.28
		INTERNAL REVENUE SERVICE	FICA	392.50
			Medicare	91.79
		ICMA	Retirement 401%	31.98
			Retirement 401	311.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRIDER, DANAL	MEALS-PLYGRND & TECH COURS	75.00
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	43.06
		AMEREN MISSOURI	HATCHERY RD SIGN 10/13-11/	57.45
			CP MAINT BLDG 10/15-11/12/	21.32
			CP #2 DISPLAY C 10/15-11/1	11.24
			CP SOCCER FIELDS 10/15-11/	60.77
			CP #2 DISPLAY D 10/13-11/1	11.24
			CP BALL FIELDS 10/15-11/12	721.85
			CP #2 DISPLAY B 10/11-11/1	12.15
			CP #2 DISPLAY A 10/15-11/1	11.24
			CP #2 IRRIG PUMP 10/13-11/	11.41
		VANDEVOORT, MATT	MEALS-PLYGRND TECH COURSE	75.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		BECKMAN, JENNIFER	MEALS-PLYGRND TECH COURSE	75.00
		BANKCARD SERVICES	BLUETOOTH KEYPAD - CONC DO	129.99
			BELT SANDER	54.95
			TOTAL:	2,484.00
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	HEALTH FAIR BREAKFAST	1,276.94
		INTERNAL REVENUE SERVICE	FICA	153.46
			Medicare	35.89
		ICMA	Retirement 401%	25.82
			Retirement 401	154.93
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERVICES	HEALTH FAIR SUPPLIES	57.02
			HEALTH FAIR SUPPLIES	1,265.02
			HEALTH FAIR SUPPLIES	111.78
			TOTAL:	3,155.86
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,671.45
			FICA	3,157.64
			Medicare	624.76
			Medicare	738.50
		ICMA	Retirement 401%	235.29
			Retirement 401%	413.62
			Retirement 401	2,453.51
			Retirement 401	3,144.24
		SKINNER, DARRIN	MEALS-FBI-LEEDA	250.00
		SHELTON, JOEL	MEALS-FBI-LEEDA	250.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	394.96
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,200.00
		BANKCARD SERVICES	POSTAGE	10.55
			TRANSUNION BACKGROUND CHK	50.00
			PPCT DEF TACT TRNG-MCCRORE	400.00
			MONTHLY CAR WASH-DAVIS	29.00
			EVIDENCE MGMT TRNG- G.KING	250.00
			MPCA YR END ANN CONF-O'DAY	283.25
			MPCA YR END ANN CONF-DAVIS	283.25
			SHOP VAC FOR VEH MAINT	86.16
			PC REPAIR	584.00
			CRIMINAL INTERDICTION-MULL	329.97
			TOTAL:	17,990.15
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	588.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	870.86
			Medicare	137.70
			Medicare	203.65
		PETTY CASH	NOTARY RENEW FEE-C.O. MACO	5.00
			NOTARY RENEW FEE-C.O. ENGL	3.00
			NOTARY RENEW FEE-C.O. GARC	3.00
		ICMA	Retirement 401%	82.84
			Retirement 401%	115.03
			Retirement 401	529.10
			Retirement 401	759.72
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	43.06
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	3,716.68
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	208.91
			Medicare	48.86
		ICMA	Retirement 401%	34.52
			Retirement 401	207.05
		HSA BANK	HSA Family/Dep. Contributi	112.50
		BANKCARD SERVICES	LOREDC CONF LODG-C.PATTERS	160.66
			TOTAL:	772.50
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	150.04
			Medicare	35.09
		ICMA	Retirement 401%	24.74
			Retirement 401	148.46
		AT&T INTERNET/IP SERVICES	CH & GG INTERNET 11/19-12/	2,414.49
			PARK INTERNET 11/19-12/18	882.26
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	128.68
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	3,858.76
Economic Development	General Fund	BECKMAN, JENNIFER	REIMB- HOLIDAY LTS BOX WRA	13.87
		BANKCARD SERVICES	LODGING- FALL FEST ENTERTA	153.17
			RETURN- STRAW FALL FEST	172.50
			STRAW FALL FEST	187.50
			PP BASKETBALL TOYS	59.94
			LACC CITY MEMBERSHIP	100.00
			MEDC 2020- JWOODS, JOLIVAR	340.00
			LODGING- LOREDC REP	175.25
			ICSC MEMBERSHIP-J.WOODS	100.00
			TOTAL:	957.23
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	253.53
		INTERNAL REVENUE SERVICE	Fed WH	830.32
			FICA	831.62
			Medicare	194.49
		ICMA	Retirment 457 &	421.73
			Retirement 457	78.17
			Loan Repayments	33.64
			Retirement Roth IRA	49.30
		HSA BANK	HSA Contribution	40.10
			HSA Family/Dep. Contributi	311.31
			TOTAL:	3,044.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	39.75
			FICA	831.58
		INTERNAL REVENUE SERVICE	Medicare	194.51
			Retirement 401%	89.36
		ICMA	Retirement 401	822.02
			DUDE RANCH SIDEWALK PH 4-P	62,585.05
		STOCKMAN CONSTRUCTION CORP	TRANS DEPT CELL PHONES	267.20
		AT&T MOBILITY-CELLS	HSA Contribution	87.75
		HSA BANK	HSA Family/Dep. Contributi	350.26
		JOHNS, JOSHUA	MEALS-COMM GRND ALLNCE SU	25.00
			4-WAY REVERSING VALVE	112.73
		BANKCARD SERVICES	SEPT JANITORIAL SERVICES	287.78
		SHANNON D PAINTER dba B & H CLEANING S	TOTAL:	65,692.99
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	352.05
			Fed WH	905.27
		INTERNAL REVENUE SERVICE	FICA	665.32
			Medicare	155.60
		ICMA	Retirment 457 &	192.79
			Retirement 457	41.91
			Loan Repayments	97.99
			Loan Repayments	33.63
			Retirement Roth IRA	47.85
			HSA Contribution	4.95
		HSA BANK	HSA Family/Dep. Contributi	52.80
			TOTAL:	2,550.16
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	39.75
			FICA	665.33
		INTERNAL REVENUE SERVICE	Medicare	155.60
			UTILITY BILL POSTAGE	400.00
		POSTMASTER	Retirement 401%	102.87
			Retirement 401	655.99
		ICMA	LIEN RECORDING	14.00
			LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
			GRASS SEED & STRAW	134.73
			BOOTS FOR T STOUFFER	179.99
			WATER DEPT CELL PHONES	184.72
		AT&T MOBILITY-CELLS	LK RD 54-59 WELL#2 10/27-1	126.83
		AMEREN MISSOURI	SWISS VLG WELL 10/27-11/26	2,159.07
		MANKEY, KYLE	MEALS-COMM GRND ALLNCE SU	25.00
			HSA Contribution	49.88
		HSA BANK	HSA Family/Dep. Contributi	199.51
		DEVORE, CALEB	MILEAGE REIMB 11/27-12/4	159.50
			MILEAGE REIMB 11/20-11/27/	29.92
		STOUFER, TOMMIE L	MILEAGE REIMB 11/30/19	29.92
			MEALS-COMM GRND ALLNCE SU	25.00
		BANKCARD SERVICES	4-WAY REVERSING VALVE	112.74
		SHANNON D PAINTER dba B & H CLEANING S	SEPT JANITORIAL SERVICES	287.78
			TOTAL:	5,766.13
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
			Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	503.42
			Fed WH	1,528.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	973.64
			Medicare	227.71
		ICMA	Retirement 457 &	50.56
			Retirement 457	241.91
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	67.85
		HSA BANK	HSA Contribution	29.95
			HSA Family/Dep. Contributi	<u>153.80</u>
			TOTAL:	4,358.81
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	39.75
		INTERNAL REVENUE SERVICE	FICA	973.67
			Medicare	227.69
		POSTMASTER	UTILITY BILL POSTAGE	400.00
		ICMA	Retirement 401%	140.60
			Retirement 401	965.72
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
		CARD SERVICES 0248	BOOTS FOR C HANKS	159.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	225.96
		STARK, CHAD	MILEAGE REIMB 11/27-12/04/	138.04
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,302.90
			5676 ROCKWOOD CT 10/22-11/	11.24
			GRINDER PUMPS & LIFT STATI	4,345.73
			GRINDER PUMPS & LIFT STATI	6,433.90
			5874 HWY 54 10/27-11/26	13.12
			1075 RUNABOUT RD 10/24-11/	15.99
			GRINDER PUMPS & LIFT STATI	2,542.50
			GRINDER PUMPS & LIFT STATI	5,439.03
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	500.23
		WALKER, DUSTIN	MEALS-COMMN GRND ALLNCE SU	25.00
		HANKS, CODY	MEALS-COMMN GRND ALLNCE SU	25.00
		OSSOWSKI, SHELBY N	MEALS-COMMN GRND ALLNCE SU	25.00
		BANKCARD SERVICES	4-WAY REVERSING VALVE	112.74
		SHANNON D PAINTER dba B & H CLEANING S	SEPT JANITORIAL SERVICES	<u>287.77</u>
			TOTAL:	25,443.44
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	103.00
			State Withholding	176.00
		INTERNAL REVENUE SERVICE	Fed WH	289.53
			Fed WH	523.54
			FICA	265.93
			FICA	542.23
			Medicare	62.19
			Medicare	126.80
		ICMA	Loan Repayment	70.64
			Retirement 457 &	73.86
			Retirement 457 &	79.21
			Loan Repayments	122.24
		HSA BANK	HSA Family/Dep. Contributi	<u>10.00</u>
			TOTAL:	2,445.17
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	265.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	542.23
			Medicare	62.19
			Medicare	126.80
		ICMA	Retirement 401%	40.66
			Retirement 401%	44.68
			Retirement 401	243.91
			Retirement 401	268.07
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	43.06
		HSA BANK	HSA Family/Dep. Contributi	150.00
		DOUGLAS G WILSON DO PC	NOV MEDICAL DIRECTOR SERVI	1,000.00
			TOTAL:	2,787.53
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	43.00
			State Withholding	78.60
		INTERNAL REVENUE SERVICE	Fed WH	111.06
			Fed WH	228.13
			FICA	206.34
			FICA	317.18
			Medicare	48.26
			Medicare	74.18
		ICMA	Retirment 457 &	11.28
			Retirment 457 &	10.55
			Retirement 457	44.00
			Retirement 457	89.00
			Loan Repayments	64.83
			TOTAL:	1,326.41
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	36.48
		AMEREN MISSOURI	LCF RUNWAY LTS 10/28-11/27	32.31
			AP FIREHOUSE 10/28-11/27/1	110.13
		INTERNAL REVENUE SERVICE	FICA	206.34
			FICA	317.18
			Medicare	48.26
			Medicare	74.18
		ICMA	Retirement 401%	23.04
			Retirement 401%	35.47
			Retirement 401	199.70
			Retirement 401	286.53
		DISH NETWORK	SERVICE 11/29-12/28/19	81.54
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	20.88
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,629.54
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	53.00
			State Withholding	53.40
		INTERNAL REVENUE SERVICE	Fed WH	128.98
			Fed WH	156.92
			FICA	165.35
			FICA	192.87
			Medicare	38.67
			Medicare	45.10
		ICMA	Retirment 457 &	11.71
			Retirment 457 &	10.81
			Retirement 457	30.00
			TOTAL:	886.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	5960 MAYER CT 10/31-11/30	0.18
			957 AIRPORT RD 10/23-11/20	74.59
		ALLIED SERVICES LLC	GG TRASH SERVICE	36.47
		AMEREN MISSOURI	GGAP HANGAR 10/27-11/26	43.69
			AP RD TBLC EXT D 10/27-11/	281.43
			GG AP SHOP 10/27-11/26/19	34.75
			957 AIRPORT RD 10/27-11/26	11.98
			GG AP TBLC EXT D 10/27-11/	29.43
			GG AP TBLC EXT D 10/27-11/	16.25
			GG AP SLEEPY 10/27-11/26/1	30.99
		INTERNAL REVENUE SERVICE	FICA	165.35
			FICA	192.87
			Medicare	38.67
			Medicare	45.10
		ICMA	Retirement 401%	11.71
			Retirement 401%	19.93
			Retirement 401	160.02
			Retirement 401	196.16
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERVICE 11/16-12/	88.31
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	20.88
		HSA BANK	HSA Family/Dep. Contributi	180.00
		BANKCARD SERVICES	RH/LH CAMLOCK ASSEMBLY	118.99
			TOTAL:	1,797.75

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

10	General Fund	91,478.19
20	Transportation	68,737.20
30	Water Fund	8,316.29
35	Sewer Fund	29,802.25
40	Ambulance Fund	5,232.70
45	Lee C. Fine Airport Fund	2,955.95
47	Grand Glaize Airport Fund	2,684.56

 GRAND TOTAL: 209,207.14

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	ONE TIME VENDOR RED CARPET TROPHY	RED CARPET TROPHY:JUDGES P	84.15
			TOTAL:	84.15
Building Inspection	General Fund	BUTLER SUPPLY CO	GFCI TESTER	129.62
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE - BD3	42.95
			TOTAL:	172.57
Building Maintenance	General Fund	MO DEPT OF PUBLIC SAFETY	ELEVATOR OPERATING CERTIFI	25.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	112.15
			WATER COOLER RENTAL	38.51
		BUTLER SUPPLY CO	4' LED LIGHT BULBS	200.00
		SURECUT LAWN CARE LLC	NOV GROUNDS MAINTENANCE	2,221.43
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS, BATH TISSUE	156.41
		GEO SERVICES LLC	WINTERIZE FLUID COOLER	500.00
			ADD R-410A SRVR RM GEOTHRM	183.00
			TOTAL:	3,436.50
Parks	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHNG,TIRE ROT,SWAY BR-	190.20
		SOUTHWEST STONE SUPPLY INC	TRAP ROCK	226.80
			TOTAL:	417.00
Human Resources	General Fund	1138 INC DBA VALIDITY SCREENING SOLUTI	PRE EMPLOYMENT SCREENINGS	138.00
		CAMDEN COUNTY HEALTH DEPARTMENT	HEP VACCINATION	100.00
		PERSONNEL EVALUATION INC	PRE EMPLOYMENT TESTING	340.00
		NEW SPRING WELLNESS CENTER, LLC	B12 INJECTIONS	50.00
			B12 INJECTION	25.00
			TOTAL:	653.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 9/30-12/29/1	417.66
			TOTAL:	417.66
Police	General Fund	HEDRICK MOTIV WERKS LLC	BATTERY TEST/CHARGE PD32	26.00
			REPL WASHER LINES- PD 15	98.73
			REPL WASHR HOSE,SPRY JET-	67.51
			REPL BRAKES/PADS PD22	107.51
		STAPLES BUSINESS ADVANTAGE	POST ITS, FOLDERS, TONER	146.98
		AMAZON CAPITAL SERVICES INC	CAMERA BAG	36.48
			TOTAL:	483.21
Information Technology	General Fund	AMAZON CAPITAL SERVICES INC	DISPLAY CABLES	69.75
			TOOL SET	43.99
			ADAPTER,CABLE TESTER,DRILL	230.94
			TOTAL:	344.68
Economic Development	General Fund	EZARDS	FUSE	3.98
		RAPID SIGNS	HOLIDAY LTS SPONSORSHIP SI	423.50
			HOLIDAY LIGHTS SIGN	95.00
		FASTENAL CO	CABLE TIE	9.34
		O'REILLY AUTOMOTIVE STORES INC	CONDUCT-TITE SPLICE	5.99
		CHRISTMAS DONE BRIGHT INC	LIGHT REPAIR, PRESENT DISP	190.00
		JOLT LIGHTING LLC	PARTS/LIGHTS- HOLIDAY LTS	427.00
			TOTAL:	1,154.81
Transportation	Transportation	EZARDS	VALVE,TAPE,PVC-AIR COMPRES	110.91
			ELECT OUTLET- AIR COMPRESS	7.59
			PLUG, PVC- AIR COMPRESSOR	6.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FASTENAL CO	RETURN- SIGN BOLTS	7.92-
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	53.22
			TRANS DEPT FLOOR MATS	14.84
			TRANS DEPT UNIFORMS	53.21
			TRANS DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		ECONO SIGNS & BARRICADE LLC	STREET SIGN - BENTWOOD DR	81.50
		O'REILLY AUTOMOTIVE STORES INC	WINDSHIELD WASHER FLUID	59.88
			IGNITION SWITCH	12.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		BUTLER SUPPLY CO	20 & 30 AMP BREAKER	26.00
			SCREWDRIVER	10.73
		ULINE	LEAF BAGS	403.20
		HESSLING CONSTRUCTION INC	SIDEWALK IMPROVEMENTS- PAY	84,867.79
			SIDEWALK IMPROVEMENTS- PAY	16,732.09
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.23
		DUSTIN MAASEN DBA CONCRETE SOLUTION LL	QUAILS NEST SIDEWALK OB19-	35,260.00
		ITERIS INC	CLEARPATH WEATHR PYMT 10 O	675.00
			TOTAL:	138,686.58
Water	Water Fund	EZARDS	SPRAY BOTTLES FOR H2O SAMP	7.96
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	26.62
			WATER DEPT FLOOR MATS	14.84
			WATER DEPT UNIFORMS	26.62
			WATER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		GOEHRI, GEORGE	DEC INS PREMIUM	50.20
		HI-TECH AUTO BODY INC	VEHICLE REPAIR - TK 51	2,943.00
		MO ONE CALL SYSTEM INC	LOCATES	53.40
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		CORE & MAIN LP	LOCATE PAINT	26.40
		CHASE CO INC	HYDRO EXCAVATOR RENTAL	460.00
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.23
			TOTAL:	3,927.61
Sewer	Sewer Fund	EZARDS	WRENCHES	31.97
			BULBS- G/S LIGHTS	5.99
		RP LUMBER INC	STOCK CHAIN	139.99
			SONO TUBE FOR METER RACK	7.99
		FASTENAL CO	SPRING NUTS & BOLTS	13.32
			ZIP TIES TO HANG CAPS	12.97
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	39.91
			SEWER DEPT FLOOR MATS	14.84
			SEWER DEPT UNIFORMS	39.92
			SEWER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		MO ONE CALL SYSTEM INC	LOCATES	53.40
		EWT HOLDINGS III CORP	ODOR CONTROL-DUDE RNCH/PAS	11,145.75
			ODOR CONTROL-SANDS/KK-114	11,426.58
		MUNICIPAL EQUIPMENT CO	STOCK CONTACTORS	984.85
			SEAL FAIL RELAY - L/S 29-1	569.43
		O'REILLY AUTOMOTIVE STORES INC	STARTER SWITCH FOR JETTER	14.99
			RELAY FOR PUMP TRK PRESS W	27.69
			BRAKE CLEANER FOR PUMP REB	29.88
		CONSOLIDATED ELECTRICAL DISTR, INC	CONDUIT/COUPLING-STONELEDG	6.83
			SLIP JOINT-NEW MTR STONELE	30.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		BUTLER SUPPLY CO	GRND ROD, PARTS-STONELEDGE	42.31
			HEATER - ODOR CONTR BLDG T	330.81
			PVC EXP COUPLING-STONELEDG	19.01
			DINRAIL FOR 29-1 - RELAY H	23.15
		CORE & MAIN LP	LOCATE PAINT	26.40
		CORROSION TECHNOLOGIES INC	AIR METER CALIBRATION	250.00
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.24
			TOTAL:	25,607.21
Ambulance	Ambulance Fund	HAWKEN PAINT & BODY INC dba	DECAL REMOVAL- 2014 FORD E	384.39
		PRECISION AUTO & TIRE SERVICE LLC	TIRES - MEDIC 8	532.80
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	26.70
			TOTAL:	943.89
Lee C. Fine Airport	Lee C. Fine Airpor	ALPHA CUSTOM APPAREL LLC	EMBROIDERY ON UNIFORM APPA	43.50
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CROWN PRODUCTS INC	SFN-HG2SP HNDLE GRD 295	107.77
		LO ENVIRONMENTAL LLC	LCF WATER TESTING-OIL & GR	441.00
			TOTAL:	638.27
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	CABLE STOPS FOR HANGAR DOO	4.99
		ALPHA CUSTOM APPAREL LLC	EMBROIDERY ON UNIFORM APPA	87.00
		NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		GENESIS LAMP CORPORATION	LAMP BULBS	463.88
			TOTAL:	601.87
===== FUND TOTALS =====				
10	General Fund			7,163.58
20	Transportation			138,686.58
30	Water Fund			3,927.61
35	Sewer Fund			25,607.21
40	Ambulance Fund			943.89
45	Lee C. Fine Airport Fund			638.27
47	Grand Glaize Airport Fund			601.87

	GRAND TOTAL:			177,569.01

TOTAL PAGES: 3

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *Second Reading*

Requested Action:

Second Reading of Bill #19-87

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

As requested by the Board of Aldermen and City Administrator, I have with the assistance of the City Attorney prepared this Investment Policy. This policy reflects the State of Missouri's model policy with modifications made as a result of Government Finance Officer's Association (GFOA) Best Practices and training.

Recommend approval of this Investment Policy.

City Attorney Comments:

Per City Code 110.230, Bill 19-87 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on December 5, 2019.

One of the items that came out of the Board Strategic Meetings was the potential need for an investment policy. The intent of this type of policy is to define procedures and practices in which city funds are to be managed and outlines investment activities that ensures the legality and effectiveness of fiscal management.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A NEW SECTION 135.020 D. INVESTING, WITHIN THE OSAGE BEACH CODE OF ORDINANCES.

WHEREAS, the Board of Aldermen hereby finds that it is necessary to establish a policy that applies to the investment of all operating and reserve funds of the City of Osage Beach.

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

Section 1 That a new Section 135.020. D of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section 135.020 Budget and Financial Control.

D. Reserves.

1. Investment Policy Established. The City shall establish an investment policy defining procedures and practices in which City funds are to be managed ensuring investment activities meet the legalities and effectiveness of fiscal management. This policy shall apply to the investment of all operating and reserve funds of the City of Osage Beach.
2. The Osage Beach Investment Policy as adopted by the Board of Aldermen, is attached hereto as Exhibit A.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or 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 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into 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 4. 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: December 5, 2019

READ SECOND TIME:

I hereby certify that Ordinance No.19.87 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.19.87

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach, Missouri
Investment Policy
Exhibit A to Section 135.020.D.

I. Governing Authority

This investment policy shall be operated in conformance with federal, state and local requirements including the Missouri State Statutes governing the investment of public funds.

II. Scope

This policy applies to the investment of all operating and reserve funds of the City of Osage Beach.

1. Pooling of Funds

Except for cash in certain restricted and special funds, the City of Osage Beach can consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

2. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City of Osage Beach will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City of Osage Beach will do business; and,
- Diversifying the portfolio so that potential losses on individual investments will be minimized.

b. Interest Rate Risk

The City of Osage Beach will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits that offer same-day liquidity for short-term funds.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

1. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the City Treasurer and staff is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The City Treasurer and staff, acting in accordance with this policy and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes. The City Treasurer shall report any deviation to the City Administrator and Mayor and Board of Aldermen immediately and ensure that the appropriate action is taken to control adverse developments.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Osage Beach.

3. Delegation of Authority

Authority to manage the investment program is granted to City Treasurer and derived from the Section 115.280 of the City Code of Ordinances and Missouri Revised Statutes 30.270, 110.010 and 110.020. Responsibility for the operation of the investment program is hereby delegated to the City Treasurer with approval of the City Administrator, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff.

V. Investment Transactions

1. Authorized Broker/Dealers and Financial Institutions

A list will be maintained of financial institutions authorized to provide investment transactions as stated above. In addition, a list may be maintained of approved security broker/dealers selected by creditworthiness as determined by the City Treasurer and approved by the Board of Aldermen. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Resume, reputation and qualifications of sales representatives
- Firm references.
- Certification of having read, understood, and agreeing to comply with this investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

2. Internal Controls

The City Treasurer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City's independent auditor. The internal control structure shall be designed to ensure that the assets of the City of Osage Beach are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping within staffing constraints.
- Custodial safekeeping.
 - Securities delivered by book entry shall be held in third party safekeeping by the trust department of the bank in the name of the City of Osage Beach. The trust department of the bank will be a third party for the purposes of safekeeping of securities purchased from the bank.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Accounting method. The City shall comply with the Government Accounting Standard Board (GASB) requirements in reporting assets.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of the City of Osage Beach and shall be held by a third-party custodian as evidenced by safekeeping receipts. Certificates of deposit, money market, and investment pool purchases that are typically purchased without DVP can be purchased through a wire or other means provided due diligence has been performed on where the funds are being transferred.

VI. Suitable and Authorized Investments

1. Investment Types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that The City of Osage Beach will consider, and which shall be authorized for the investments of funds by the City of Osage Beach.

- a. United States Treasury Securities. The City of Osage Beach may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest. These are commonly referred to as “T-Bill.”
- b. United States Agency Securities & Instrumentalities. The City of Osage Beach may invest in obligations issued or guaranteed by any agency of the United States Government as described in VI. (2).
- c. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities or insured by Government agencies such as FDIC as dictated by State statute.
- d. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

2. Security Selection

The following list represents the entire range of United States Agency Securities that the City of Osage Beach will consider, and which shall be authorized for the investment of funds by the City of Osage Beach. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- a. U.S. Govt. Agency Coupon and Zero-Coupon Securities. Bullet coupon bonds with no embedded options and with final maturities of not greater than five (5) years.
- b. U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- c. U.S. Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of not greater than five (5) years.
- d. U.S. Govt. Agency Step-Up and Step-Down Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate changes to a new, Predetermined rate for a specified period, restricted to securities with final maturities of not greater than five (5) years.

- e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off one index, that resets at least quarterly, with a final maturity of not greater than five (5) years.
- f. U.S. Govt. Mortgage Backed Securities. Restricted to securities with final maturities of not greater than five (5) years.

3. **Investment Restrictions and Prohibited Transactions**

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

4. **Collateralization**

Collateralization in accordance with Section 30.270 of the Revised Statutes of Missouri will be required. Collateralization will be required on certificates of deposit. The market value (including accrued interest) of the collateral should be at least 102% unless fully collateralized by a FHLB irrevocable letter of credit.

For certificates of deposit, the market value of collateral must be at least 102% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund. The FHLB letter of credit shall be equal to 100% of the amount of certificate of deposits plus demand deposits less applicable FDIC insurance.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The City of Osage Beach shall have a *depository contract and pledge agreement* with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

VII. Investment Parameters

1. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification may consist of investments authorized in section VI paragraph 1 herein.

Maximum Maturities

To the extent possible, the City of Osage Beach shall attempt to match its investments with anticipated cash flow requirements. All investments shall mature and become payable not more than five (5) years from the date of purchase and must be consistent with the City's investment objectives set out in this policy.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits, or money market mutual funds.

Maximum Maturities of Debt Service Reserve Funds

Investments of monies held as Debt Service Reserve Funds (DSRF) in a Certificate of Deposit or any other instrument, may not carry a maturity date that exceeds the final maturity date of the underlying debt issue.

VIII. Reporting

1. Methods

The City Treasurer shall prepare an investment report at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. This management summary will be prepared in a manner that will allow the City of Osage Beach to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Board of Aldermen of the City of Osage Beach. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration in accordance with Government Accounting Standards Board (GASB) 31 requirements.
- Average weighted yield to maturity of portfolio on investments.
- Percentage of the total portfolio which each type of investment represents.

3. Marking to Market

The market value of the portfolio shall be calculated annually and reported to the Board of Aldermen of the City of Osage Beach. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

IX. Policy Considerations

1. Adoption

This policy shall be adopted by ordinance by the Board of Aldermen of the City of Osage Beach. The policy shall be reviewed annually by the City Administrator and City Treasurer and recommended changes will be presented to the Board of Aldermen for consideration.

Chapter 135 Finance and Purchasing

Article I. Budget and Finance in General

Section 135.020 Budget and Financial Control

D. Investing.

1. **Investment Policy Established.** The City shall establish an investment policy defining procedures and practices in which City funds are to be managed ensuring investment activities meet the legalities and effectiveness of fiscal management. This policy shall apply to the investment of all operating and reserve funds of the City of Osage Beach.
2. **Refer to the Osage Beach Investment Policy as adopted by the Board of Aldermen, Exhibit A.**

New Section 135.020.D. added, noted in RED.

Exhibit A enclosed.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Ron White, Building Official
Presenter: Ron White, Building Official
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *Second Reading*

Requested Action:

Second Reading of Bill #19-89

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

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

FY19 Budgeted Amount:	\$112,200.00
Expenditures to Date (11/22/19):	(\$ 13,964.00)
Available:	\$98,236.00
Requested Amount:	\$58,800.00

Department Comments and Recommendation:

Three bids were received for the Osage Beach City Hall Bullet Resistant Glass Project. The apparent low bidder did not provide a bid bond or include a bid for the entire scope of the project but, instead, provided a statement that some work would

need to be completed by someone else. The next lowest bidder, Bales Construction Co. provided a complete bid package, is experienced with this type of work and comes highly recommended. The Bales Construction Co. bid is \$8800.00 over the estimated budget amount. With one Building Improvement project (Ambulance Floor and Walls) remaining for 2019, being a lower priority than the bullet resistant glass and having an allocated amount of \$22,000.00; my recommendation is to award the contract to Bales Construction Co. in an amount not to exceed \$58,800.00 and modify the scope of the ambulance floor and walls project not to exceed the remaining available funds in account 10-09-774256.

City Attorney Comments:

Per City Code 110.230, Bill 19-89 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on December 5, 2019.

This is a budgeted FY2019 project under 10-09-774256 Building Improvements and will be rfunded with CIT Funds, as stated in the budget. This is one of five projects budgeted in Building Improvements for FY2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BALES CONSTRUCTION CO. TO COMPLETE THE OSAGE BEACH CITY HALL BULLET RESISTANT GLASS PROJECT IN AN AMOUNT NOT TO EXCEED \$58,800.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Bales Construction CO. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800.00 (“Exhibit A”).

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Fifty-Eight Thousand Eight Hundred dollars (\$58,800.00).

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

READ FIRST TIME: December 5, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.89 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.89.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

BID OPENING

OSAGE BEACH BULLET RESISTANT GLASS 2

11/15/2019

10:00 a.m.

The following bids were opened by Deputy City Clerk Dorothy Urlicks and witnessed by Assistant City Administrator Mike Welty.

[illegible]

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 6, 2019

Agenda Item:

Bill 19-91- An ordinance of the City of Osage Beach, Missouri, establishing the offense of keeping a dangerous dog and the penalty and the provision for seizing and destroying the animal and to provide authority to seek a warrant to seize any animal kept, maintained or harbored in violation of Chapter 205 of the Osage Beach Municipal Code. *First Reading*

Requested Action:

First Reading of Bill #19-91

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

This ordinance will create the offense of keeping a dangerous dog or other animal and provide for the seizure impoundment and destruction so such animal when necessary.

City Attorney Comments:

Per City Code 110.230, Bill 19-91 is in correct form.

City Administrator Comments:

This is an ordinance change that the departments and the City Attorney have deemed necessary based on previous situations encountered. I concur with the City Attorney's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE OFFENSE OF KEEPING A DANGEROUS DOG OR OTHER ANIMAL AND THE PENALTY AND THE PROVISION FOR SEIZING AND DESTROYING THE ANIMAL AND TO PROVIDE AUTHORITY TO SEEK A WARRANT TO SEIZE ANY ANIMAL KEPT, MAINTAINED OR HARBORED IN VIOLATION OF CHAPTER 205 OF THE OSAGE BEACH MUNICIPAL CODE.

WHEREAS, the Board of Aldermen recognizes that dogs, pets and domestic animals are a choice for many people and families that enrich their lives; and,

WHEREAS, the Board of Aldermen recognizes that dogs, pets and domestic animals may in certain circumstances become dangerous and must be controlled within the city; and,

WHEREAS, the Board of Aldermen conclude the city should have the tools necessary to address any dangerous dogs, pets or domestic animals:

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

Section 1. That a new Article V Dangerous Animals consisting of new Sections 205.400 Dangerous Animals and Section 205.410 Warrant for Seizure and Disposition of Dangerous Animals, of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sections 205.400 Dangerous Animals

1. A person commits the offense of keeping a dangerous dog or other animal if he or she owns or possesses a dog or other animal that has previously bitten a person or a domestic animal without provocation and that dog or other animal bites any person on a subsequent occasion.
2. The offense of keeping a dangerous dog or other animal shall be punishable under the general penalty section 100.190 of this code.
3. In addition to the penalty included in subsection 2 of this section, if any dog or other animal that has previously bitten a person or a domestic animal without provocation bites any person on a subsequent occasion or if a dog or other animal that has not previously bitten a person attacks and causes serious injury to or the death of any human, the dog or other animal shall be seized immediately by an animal control authority or by the Chief of Police or any Osage Beach Police Officer. The dog or other animal shall be impounded and held for at least ten business days. After the owner or possessor is given written notification, and after the expiration of the ten-day period, the animal may thereafter be destroyed.
4. The owner or possessor of the dog or other animal that has been impounded may file a written appeal to the Twenty Sixth Judicial Circuit Court, or to the Osage Beach Municipal Division of

the Circuit Court to contest the impoundment and destruction of such dog. The owner or possessor shall provide notice of the filing of the appeal to the animal control authority or Chief of Police who seized the dog. If the owner or possessor files such an appeal and provides proper notice, the dog or other animal shall remain impounded and shall not be destroyed while such appeal is pending and until the court issues an order for the destruction of the dog. The court shall hold a disposition hearing within thirty days of the filing of the appeal to determine whether such dog or other animal shall be humanely destroyed. The court may order the owner or possessor of the dog or other animal to pay the costs associated with the animal's keeping and care during the pending appeal.

Section 205.410 Warrant for Seizure and Disposition of Dangerous Animals

- A. Any duly authorized Public Health Official or Law Enforcement Official may seek a warrant from the Osage Beach Municipal Division of the 26th Judicial Circuit Court to enable him/her to enter private property in order to seize or impound any dangerous dog, pet or domesticated animal. All requests for such warrants shall be accompanied by an affidavit stating the probable cause to believe a violation of this Chapter 205 has occurred. A person acting under the authority of a warrant shall not be liable for any necessary damage to property while acting under such warrant. All animals impounded pursuant to a warrant issued under this Section shall be:
 - 1. Placed in the care or custody of a veterinarian, the appropriate animal control authority, or an animal shelter. If no appropriate veterinarian, animal control authority, or animal shelter is available, the animal shall not be impounded unless it is diseased or disabled beyond recovery for any useful purpose; or
 - 2. If it is determined by a veterinarian that an animal impounded under a warrant diseased or disabled beyond recovery for any useful purpose, that animal may be humanely killed.
- B. The owner or custodian of any dog pet or domestic animal who has been found to be dangerous and seized under this section shall be liable for reasonable costs for the care and maintenance or other disposition of the animal. Any person incurring reasonable costs for the care and maintenance of such an animal shall have a lien against such animal until the reasonable costs have been paid. The City may humanely kill such animal if such costs are not paid within ten (10) days after demand. Any monies received for an animal adopted pursuant to this Subsection in excess of costs shall be paid to the owner of such animal.

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. 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.19.91 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.19.91.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 13, 2019

Agenda Item:

Bill 19-92 - An ordinance of the City of Osage Beach, Missouri, accepting Dorothy Lane as a City Street as described in Exhibit A. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-92

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Not Applicable

Department Comments and Recommendation:

Recommend adoption promptly to provide winter snow removal and city maintenance.

Attached are the following:

Exhibit A, a plat designating Dorothy Lane.

Exhibit B the warrants deed for Dorothy Land and the deed for a small piece of adjoining property necessary to the street and the drainage easements,

Exhibit D the petition to accept Dorothy public road executed by the adjoining land owners.

City Attorney Comments:

Per City Code 110.230, Bill 19-92 is in correct form.

City Administrator Comments:

The Dorothy Lane Project was in partnership with the Osage Beach Special Road District (OBSRD). Project construction was completed in September 2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING DOROTHY LANE AS A CITY STREET AS DESCRIBED IN EXHIBIT A.

WHEREFORE, Dorothy Lane has been brought up to City Standards by the Osage Beach Special Road District; and,

WHEREFORE all adjoining property owners but one have consented to the City taking Dorothy Lane into City inventory and the last adjoining owner has never responded to multiple attempts to contact her but has not voiced any opposition to taking Dorothy Lane into City inventory; and,

WHEREAS; the City owns the ground upon which Dorothy Lane is situated by a Warranty Deed from the developer, the previous owner,

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to accept Dorothy Lane into the City's street inventory as described in the attached Exhibit A.

Section 2. That the right-of-way described in Exhibit A being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after its date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.92 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. 19.92.

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

Exhibit A

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

Tara Berreth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last written above.

Notary Public

Printed
Name _____

—
My commission expires: _____

SHEET: 2 C



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:58:31 PM

Book: 815 Page: 117

Type: WD

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



After Recording Return

Deed To:

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Warranty Deed

This indenture, made on the 15th day of February 2019, by and between **Future Land Development Inc., a Missouri Corporation**, parties of the first part, and **City of Osage Beach**, of the County of Camden, State of Missouri, party of the second part. (Mailing address of said party of the first part is: (100 Palomia Drive, San Benito, TX 78586)

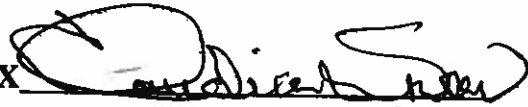
Witnesseth, that the said party of the first part, in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, 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:

All of Dorothy Lane of "First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, page 48, in the Office of the Recorder of Deeds, Camden County, Missouri.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under

whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

Signed and executed this 15th day of February, 2019.

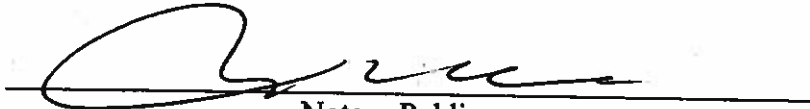
X 

Claudia Snow, President
Future Land Development, Inc.

STATE OF Texas
COUNTY OF Campan

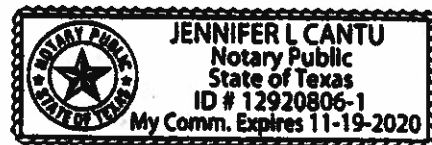
BEFORE ME, the undersigned authority, on this day personally appeared Claudia Snow, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the President of Future Land Development, Inc. and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal of office this the 15th day of February, 2019.


Notary Public

My Commission Expires:

11-19-2020



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:56:28 PM

Book: 815 Page: 114

Type: WD

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



After Recording Return

Deed To:

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Missouri Warranty Deed

This indenture, made on the 30 day of January, 2019, by and between **Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt**, parties of the first part, and **City of Osage Beach**, of the County of Camden, State of Missouri, party of the second part. (Mailing address of said party of the first part is: **(1126 Dorothy Lane, Osage Beach, Missouri 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, grant, bargain and sell, convey and confirm, 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 strip of land located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1E of First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, page 48, in the Office of the Recorder of Deeds, Camden County, Missouri, and being more particularly described as follows:

Commencing at the Southwest Corner of said Lot E of A Resubdivision of Lots 5 and 6 of Sunset Twenty-Two, run along the south line of said Lot E, North 89 degrees 08 minutes 00 seconds East a distance of 6.90 feet for the POINT OF BEGINNING; thence continuing along the said south line, North 89 degrees 08 minutes 00 seconds East a distance of 8.10 feet to a point on the west right-of-way of a 40 foot wide road known as Dorothy Lane being on a cul-de-sac

with a radius of 30 feet; thence departing the said south line, running along and with the said right-of-way in a southern direction, along a curve to the left with a radius of 30.00 feet, an arc length of 33.00 feet, a chord bearing of South 15 degrees 48 minutes 16 seconds West and a chord distance of 31.36 feet; thence departing the said right-of-way, along a curve to the right in a northern direction with a radius of 29.00 feet, an arc length of 31.59 feet, a chord bearing of North 00 degrees 51 minutes 07 seconds East and a chord distance of 30.06 feet, returning to the point of beginning, and contains 113 square feet, more or less. Subject to any right-of-way, restrictions, reservations, condition easements and exceptions of record.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

Signed and executed this 30 day of January, 2019.

X Richard F. Hunt Jr

Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt

STATE OF MO

COUNTY OF Candler

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his uses, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 30 day of January, 2019.

Stephanie L. Hines
Notary Public



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:58:30 PM

Book: 815 Page: 116

Type: EASE

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



CITY OF OSAGE BEACH

Permanent Drainage Easement

Jillian Benton & Jacqueline Fuels
09-3.0-06.2-000.0-002-086.000

Date

2/8/2019

THIS EASEMENT entered into by: Jillian K. Benton, a single person, and Jacqueline K. Fuels, a married person, herein referred to as GRANTORS, whose mailing address is: 1118 Dorothy Lane, Osage Beach, MO 65065, and City of Osage Beach, a municipality, GRANTEE, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065. Wherein GRANTORS, in consideration of the sum of ONE and 00/100----- DOLLARS, (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its and their respective successors, assigns and licensees, a permanent drainage easement to construct, operate, maintain, inspect, replace and remove such municipally owned and operated city drainage improvements and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and across a strip of Grantors' land situated in Camden County, State of Missouri, and described as follows:

AN EASEMENT, located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1C of First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, Page 48, in the Office of the Recorder of Deeds, Camden County Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1C also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the said right-of-way along a curve to the left with a radius of 30.00 feet, an arc length of 4.46 feet, a chord bearing of South 71 degrees 46 minutes 42 seconds East and a chord distance of 4.46 feet; thence departing the said right-of-way, South 02 degrees 16 minutes 53 seconds East a distance of 92.54 feet; thence South 87 degrees 43 minutes 07 seconds West a distance of 10.00 feet; thence North 02 degrees 16 minutes 53 seconds West a distance of 6.95 feet to a point on the said west line of Lot 1C; thence along and with the said west line, North 25 degrees 54 minutes 00 seconds East a distance of 18.83 feet to an iron pin; thence continue along said west line, North 59 degrees 28 minutes 00 seconds West a distance of 10.58 feet; thence departing said west line, North 02 degrees 16 minutes 53 seconds West a distance of 46.01 feet to a point on the said west line of Lot 1C; thence along and with said west line, North 14 degrees 55 minutes 00 seconds East a distance of 19.70 feet returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including the right of ingress and egress to and from the easement by reasonable routes across Grantors' property.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and

maintenance of said drainage improvements. Grantors warrant that they are the owners of the land here conveyed, and they have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 24th day of February, 2019

x Jillian K. Benton
Jillian K. Benton

x Jacqueline K. Fults
Jacqueline K. Fults

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

STATE OF MISSOURI

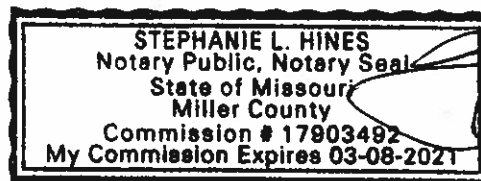
COUNTY OF Candela

BEFORE ME, the undersigned authority, on this day personally appeared Jillian K. Benton and Jacqueline K. Fults, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they, executed the same for their, purposes and considerations therein expressed as their free and voluntary act and deed.

Given under my hand and seal of office this the 24th day of February, 2019

Stephanie L. Hines
Notary Public

My Commission Expires: 3/8/21





Recording Date/Time: 03/14/2019 at 02:58:29 PM

Book: 815 Page: 115

Type: EASE

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



CITY OF OSAGE BEACH

Permanent Drainage Easement

 Joana Jetzabet Olivera
 09-3.0-06.2-000.0-002-087.000

Date

2/22/19

THIS EASEMENT entered into by: Joana Jetzabet Olivera, a single person, herein referred to as GRANTOR, whose mailing address is: 1122 Dorothy Lane, Osage Beach, MO 65065, and City of Osage Beach, a municipality, GRANTEE, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065. Wherein GRANTORS, in consideration of the sum of ONE and 00/100----- DOLLARS, (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its and their respective successors, assigns and licensees, a permanent drainage easement to construct, operate, maintain, inspect, replace and remove such municipally owned and operated city drainage improvements and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and across a strip of Grantors' land situated in Camden County, State of Missouri, and described as follows:

AN EASEMENT, located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1D of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 74, Page 44, in the Office of the Recorder of Deeds, Camden County Missouri, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1D also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the east line of said Lot 1D, South 14 degrees 55 minutes 00 seconds West a distance of 19.70 feet; thence departing the said east line, North 02 degrees 16 minutes 53 seconds West a distance of 22.36 feet to a point on the said southern right-of-way; thence along and with said right-of-way, along a curve to the left with a radius of 30.00 feet, an arc length of 6.83 feet, a chord bearing of South 60 degrees 59 minutes 42 seconds East and a chord distance of 6.82 feet, returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

Also, Beginning at the Northeast corner of said Lot 1D also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the east line of said Lot 1D, South 14 degrees 55 minutes 00 seconds West a distance of 59.80 feet to an existing iron pin; thence continue along said east line, South 59 degrees 28 minutes 00 seconds East a distance of 14.12 feet for the POINT OF BEGINNING; thence continue along the said east line, South 59 degrees 28 minutes 00 seconds East a distance of 10.58 feet to another existing iron pin; thence continue along the said east line South 25 degrees 54 minutes 00 seconds West a distance of 18.83 feet; thence departing the said east line North 02 degrees 16 minutes 53 seconds West a distance of 22.33 feet, returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including the right of ingress and egress to and from the easement by reasonable routes across Grantors' property.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said drainage improvements. Grantors warrant that they are the owners of the land here conveyed, and they have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 22 day of February, 2019

x Joana Jetzabet Olivera
Joana Jetzabet Olivera

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

STATE OF MISSOURI

COUNTY OF Candia

BEFORE ME, the undersigned authority, on this day personally appeared Joana Jetzabet Olivera, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she, executed the same for her, purposes and considerations therein expressed as her free and voluntary act and deed.

Given under my hand and seal of office this the 22 day of February, 2019

Stephanie L. Hines
Notary Public

My Commission Expires: 3/8/21



**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME**ADDRESS**

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

x Revised Act

8-19-19

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

Raymond Lake

8-19-10

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Julius K. B.

8/9/19

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Joana Oliveira

8-22-19

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-93 - An ordinance of the City of Osage Beach, Missouri, repealing Section 210.420 Failure to Obey, Obstructing, Resisting, etc., City Officials, and establishing in lieu thereof a new Section 210.420 Hindering, Interfering, Resisting or Obstructing a City Officer. *First Reading*

Requested Action:

First Reading of Bill #19-93

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Recommend Adoption: This new ordinance will eliminate the need to prove a willful and knowing act by the defendant violation, replace currently restrictive language with the concept of an officer's official duty, cover more of the officers investigative functions and apply to all city officers including codes and building enforcement as well as law enforcement officers.

City Attorney Comments:

Per City Code 110.230, Bill 19-93 is in correct form.

City Administrator Comments:

This is an ordinance change that the departments and the City Attorney have deemed

necessary based on previous situations encountered. I concur with the City Attorney's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 210.420. FAILURE TO OBEY, OBSTRUCTING, RESISTING, ETC., CITY OFFICIALS, AND ESTABLISHING IN LIEU THEREOF A NEW SECTION SEC. 210.420 – HINDERING INTERFERING RESISTING OR OBSTRUCTING A CITY OFFICER.

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

Section 1. That Section 210.420, of the Osage Beach Code of Ordinances be and is hereby repealed.

Section 2. That a new Section 210.420, of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 210.420 – Hindering Interfering Resisting or Obstructing a City Officer.

No person shall:

A. Resist or obstruct a city officer making an arrest or serving any legal writ, warrant or process or executing or attempting to execute any other duty imposed upon him or her by law.

B. Resist lawful detention.

C. Enter a crime scene which is established by a physical barrier, verbal directions from a law enforcement officer, or signage.

D. Engage in conduct which a person knows or should know would prevent an officer from completing an investigation or performing any other lawful duty.

E. Refuse to comply with a lawful order of an officer when a person knows or should know such refusal prevents the officer from completing an investigation or performing any other lawful duty.

F. Hinder, delay, interfere with or obstruct any officer in the performance of any such officer's duty.

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. 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.19.93. 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.19.93.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: December 13, 2019

Agenda Item:

Bill 19-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Forward Slash Technologies for IT Managed Services and help desk support. *First Reading*

Requested Action:

First Reading of Bill #19-95

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

10-19-733800/Professional Services:

FY20 Budgeted Amount:	\$95,000.00
Expenditures to Date (12/09/19):	(\$ 0.00)
Available:	\$95,000.00

Requested Amount:	\$79,875.00
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Department Comments and Recommendation:

A Request for Qualifications (RFQ) was sent out in late September for municipal IT Managed Services. The City received 8 responses from qualified firms. The City

Administrator appointed a team of three to review and score the RFQ's and chose one to recommend to the Board of Alderman. This team included Keven Rucker, President of the Board of Alderman, Mikeal Bean, IT Specialist, and myself.

We graded these firms based on the following criteria: Provide help desk support for all end users, provide detailed inventory tracking for all information technology assets, proactive maintenance and security for all information technology assets, enhanced security and administration for email, daily health and safety checks, weekly reporting on the health and safety of critical assets, 24/7 monitoring to catch errors that need to be addressed quickly, quarterly onsite assessments and meetings with City Administration and IT Staff, cost, and assistance with future budget recommendations.

We have chosen Forward Slash Technologies as the firm that will best met the City's needs.

Forward Slash Technologies will also take over as the City's Mitel support partner and act as a liaison for all City telecommunications. They will be reviewing all telecommunications invoices and equipment so that they can make recommendation for improving efficiencies and finding future savings. They will also assist the City with future 911 CJIS audits and act as additional support for many of the proprietary software packages that the City uses. These additional services are above and beyond what we expected in a managed services partner when we started this process.

Attached is an annual contract written for up to three years, with two additional years extension that is optional, that the City may take advantage of; contract has provisions to get out of the contract built in. In the first year the City will pay a one time on boarding fee of \$1,375.00 and a monthly managed services support fee of \$4,875.00. Information on cost in future years is listed in addendum A of the attached contract. For services not included in the managed services, the City will pay \$95.00 per hour. Examples of this would be onsite support outside of the on boarding process or the quarterly assessment meetings and planned projects such as hardware configuration/installation or cable consolidation.

In this request for the FY2020 Operating Budget, we anticipate to spend \$59,875 (12 mo. at \$4,875 plus one-time on boarding fee) for the managed services and up to \$20,000 for additional services, as needed, for services not covered under managed services.

Additionally, Forward Slash has agreed to a list of measurables that can be found in Addendum B of the attached contract. These measurables will allow the City to grade Forward Slash's processes and access whether or not the City is getting the proper value for their services.

Assistant City Administrator Recommend Approval.

City Attorney Comments:

Per City Code 110.230, Bill 19-95 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORWARD SLASH TECHNOLOGIES FOR IT MANAGEMENT SERVICES AND HELP DESK SUPPORT.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Forward Slash Technologies to provide IT management services and help desk support.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Forward Slash Technologies to provide IT management services and help desk support under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Expenditures or liability for all basic managed services as set forth in the Service Level Agreement set forth in Addendum B Measurables, shall not exceed Seventy-Four Thousand Dollars per year (\$74,000.00).

Expenditures or liability for any additional work requested by the City and paid as billable hours shall not exceed Twenty-Five Thousand Dollars per year (\$25,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.95 was duly passed on December ___, 2019 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent: 0

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. 19.95.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

Services Agreement

This Services Agreement ("Agreement") is made and entered into this _____ (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 13610 Barrett Office Drive, 9G, St. Louis, MO 63021 and

The City of Osage Beach

_____ (hereinafter "Client"), a

Missouri

☐

Corporation

☐

LLC

☒

Gov

☐

Non Profit

☐

Other

located at 1000 City Parkway, Osage Beach, MO 65065

WHEREAS, FST is engaged in the business of providing a full range of Information Technology and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Initial Statement of Services

Addendum A: Statement of Work

, Addendum B: Measurables

Addendum C: N/A

, Addendum D: N/A

attached and incorporated herein.

Terms and Conditions

- 1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.
- 2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of information systems. FST will inform the Client promptly if this occurs and will attempt to

analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

- 3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).
- 4) **PROCUREMENT** - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client.

Standard Labor Rate: \$125.00/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate

Holiday Labor Rate: 2.0 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below:

Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Expenses: Actual

Meals Per Diem: \$50.00/Day (USD)

Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.

Car Rental: Actual

Hotel/Parking/Taxi/Other: Actual

Airfare: Actual

- 5) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

- 1) The Term of the agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s).
- 2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have thirty (30) days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) day period, FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement.
- 3) FST may terminate the Agreement on thirty (30) days written notice.
Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.
- 4) If Funds are not appropriated by Client for a fiscal year due to natural disaster or economic problem the agreement is immediately terminated and FST is released from all further obligations and may remove all equipment and terminate all services. All services and other things provided for in this agreement that have been provided will remain due and owing to FST.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition,

FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

- 1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.
- 2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
- 3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.
- 4) FST makes no express or implied warranties as to the quality of third party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.
- 5) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within thirty (30) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have thirty (30) days to cure. After the thirty (30) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement.

General Claims

Any claim or suit arising from this Agreement must be brought within the Missouri Statute of Limitations.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party. Notwithstanding the foregoing, FST acknowledges that Client is bound by Missouri sunshine law and will provide documents consistent with these obligations and by doing so will not be in breach of this clause.

Miscellaneous

- 1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.
- 2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on in any appeal therefrom within the courts of the State of Missouri. The Parties, in consideration of the terms and conditions of this agreement, hereby knowingly, intelligently and voluntarily agree and waive any and all removal rights to federal court or the right to litigate the claim or any part thereof in courts of any other state for any reason.
- 4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.
- 5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature.
- 6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.

- 8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

Scope of Work

- 1) **Services and Implementation** -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.
- 2) **On all Services**, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.
- 3) **Additional Work or Work Stoppage** - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

Entire Agreement

This Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation that in any way limits, extends, defines or relates to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written and shall remain in force for a period of three (3) years. The agreement will automatically renew at the end of each term for a further two (2) year term unless either party gives the other written notice of termination at least sixty (60) days prior to the end of the relevant term.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date

Statement of Work (Addendum A)

Forward Slash Technology, LLC • 13610 Barrett Office Drive, 9G • St. Louis, MO 63021

Client Name: The City of Osage Beach
Effective Date:
Project/OSMS Support: One Source Managed Services (OSMS) Support Contract
Customer Contact: Mike Welty, Assistant City Administrator
Client Email: mwelty@osagebeach.org

Service Description

OSMS Support -

(Up to 75 Device(s) and 55 Server(s) - Virtual/Physical; Thin Client(s));

Note: In consideration for the City of Osage Beach moving away from a thin client environment over the next 24 months ultimately reducing the number of server(s); current monthly reoccurring costs (MRC) reflect that environment reduction change.

Service Charges

Quantity	Description	Price	Ext. Price	¹ MRC	² ARC
1	One Source Managed Services Support			\$6,750.00	
1	One Source Managed Services On-boarding (Agents)	\$ 3,375.00	\$ 3,375.00		
1	Reduced Monthly Hourly Labor Rate	\$ 95.00		TBD	
	Discount		<\$2,000.00>	<\$1,875.00>	
TOTAL:			\$ 1,375.00	\$ 4,875.00	

Any Services to be performed as a part of this estimate shall be performed according and pursuant to the Services Agreement.

¹ MRC – Monthly Reoccurring Cost; OSMS Support (Reference Annual Scale: Table A on page 2 of this document); Manufacturer Estimated Monthly Subscription Cost(s).

² ARC – Annual Reoccurring Cost; Manufacturer Estimated Annual Subscription Renewal Cost(s).

Contract Renewal

Auto Renewal

After initial Contract Term, the contract shall renew for a 2 (two) year subsequent contract term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC), unless otherwise agreed upon.

Table A (MRC)		
Contract Term	1	Year 1 \$ 4,875.00
		Year 2 \$ 5,167.50
		Year 3 \$ 5,477.55
	2	Year 4 \$ 5,806.20
		Year 5 \$ 6,154.57

Cancellation

Client shall give written cancellation notice to FST no less than 60 days from the end of subsequent contract term.

Upon receipt of notice of cancellation, FST shall provide within 10 (ten) business days an "Off Boarding Packet" to the Client. Upon receipt of the "Off Boarding Packet", the Client has 10 (ten) business days to review, complete and return to FST. If the "Off Boarding Packet" is not returned in a completed form to FST within 10 (ten) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent 2 (two) year term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC).

If written cancellation notice is not received by FST within 60 (sixty) days of subsequent contract term, this contract shall renew for a subsequent 2 (two) year term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC).

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than 6 (six) months after subsequent contract term, with an increase of 40% to the Monthly Recurring Charge (MRC).

Forward Slash Technology, LLC
13610 Barrett Office Drive, 9G
St. Louis, MO 63021

The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Title
Printed Name
Signature
Date

Measurables (Addendum B)

Forward Slash Technology, LLC • 13610 Barrett Office Drive, 9G • St. Louis, MO 63021

Client Name: The City of Osage Beach
Effective Date:
Project/OSMS Support: One Source Managed Services (OSMS) Support Contract
Customer Contact: Mike Welty, Assistant City Administrator
Client Email: mwelty@osagebeach.org

Forward Slash Technologies will be held to the following measurables over the life of this contract or within the timeframe detailed here.

1. Forward Slash Help Desk will be held to the standard provided in the attached Resolution Matrix diagram over the life of the contract. (Attach diagram)
2. Forward Slash and the City will create, maintain, and agree to a Service Level Agreement (SLA) for the life of the contract. This document will act as a living road map, updated as needed, that provides detailed information on all City owned Information Technology hardware and software.
3. Forward Slash will create and maintain a complete network topology map within the first 120 days of the contract. This document will become part of the SLA and be updated, as needed, over the life of the contract.
4. Forward Slash will install virus protection on all City owned devices and servers within the first 90 days and maintain such protection for the life of the contract.
5. Forward Slash will review all City telecommunications equipment and invoices within the first year of the contract. They will also support and assist the City with finding saving with telecommunication over the life of the contract.

Forward Slash Technology, LLC
13610 Barrett Office Drive, 9G
St. Louis, MO 63021

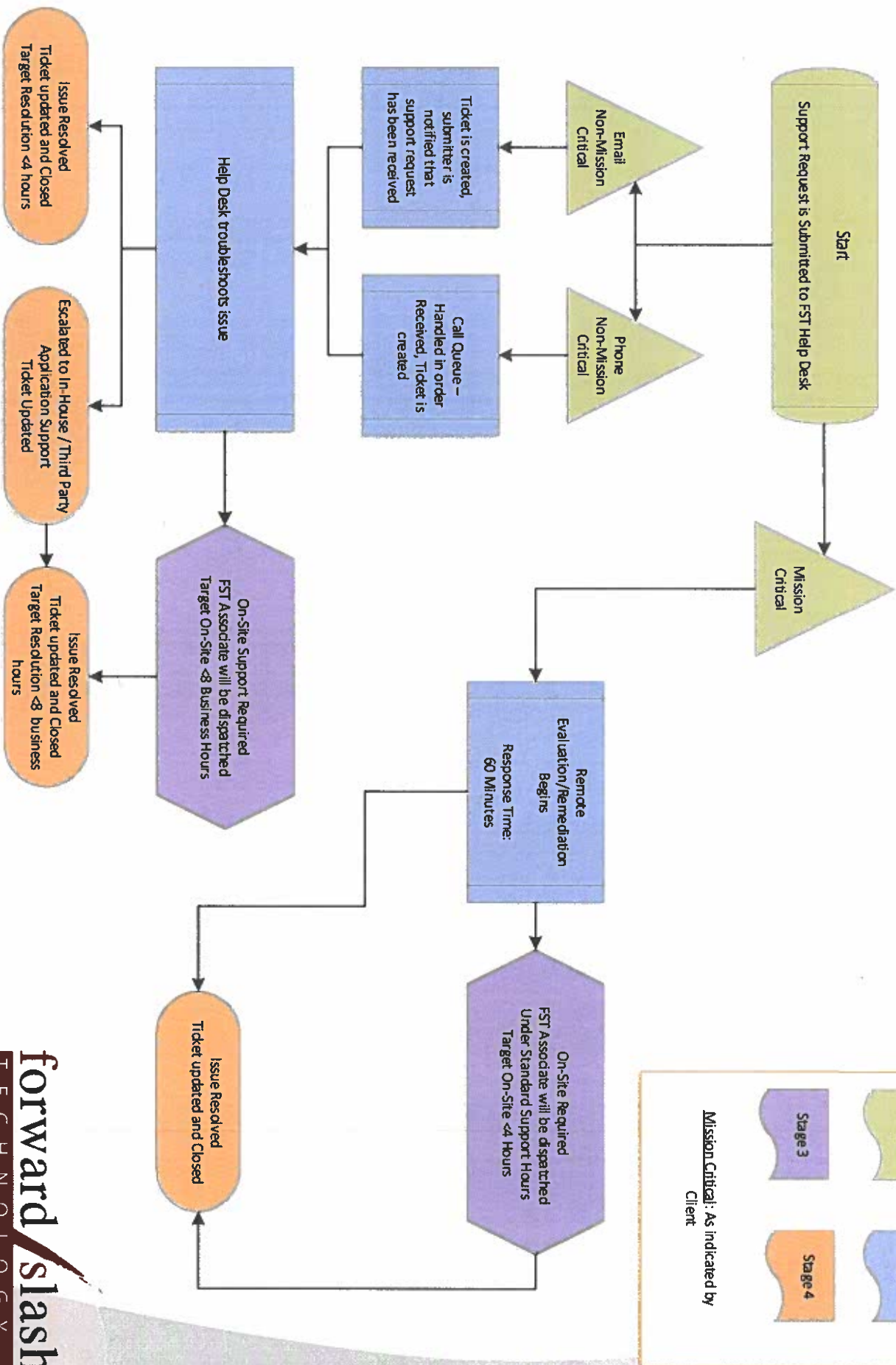
The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Title
Printed Name
Signature

--

Date

--



SERVICE LEVEL AGREEMENT

January 1, 2020

**The City of
Osage Beach**

forward slash
TECHNOLOGY
fwslash.com

ADDENDUM: B

This Service Level Agreement (SLA) covers Forward Slash Technology's One Source Managed Services ("OSMS") offered to The City of Osage Beach (hereinafter "Client"), located at 1000 City Parkway, Osage Beach, MO 65065

1 Executive Summary

The aim of this agreement is to provide a basis for close co-operation between Forward Slash Technology and Client, for support services to be provided to Client, thereby ensuring a timely and efficient support service is available to Client's end users. The objectives of this agreement has been outlined in the following sections.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2 Client Responsibilities

- Complete "Client Network Documentation Report" and onboarding process.
- Client to list FST as Technical Contact for relevant Third Party Vendors and/or Services and account access information (usernames/passwords, etc.).
- Client will need to participate by providing:
 - Access to facilities as required and mutually agreeable.
 - Access to systems and equipment as required and mutually agreeable.

3 Contacts – Forward Slash Technology Help Desk

Phone: 314-403-1225
Email: HelpDesk@fwslash.com

4 FST Supported Locations / Contacts

See "Client Network Documentation Report"

5 Client Existing Environment

See "Client Network Documentation Report"

6 Client Approved Third Party Vendor(s)

See "Client Network Documentation Report"

7 Service Response Times

	Method	Response Time
Non-Mission Critical (NMC)	Help Desk Queue	Handled in Order Received
Email Support	Help Desk Email	Handled in Order Received
On-Site Support (NMC)	Escalated	Less Than 8 Business Hours
Mission Critical Support	Escalated	Less Than 4 Business Hours

8 Hours of Support (CST)

Unlimited OSMS Help Desk Support:

Monday Thru Friday , 7:00 am To 6:00 pm

Standard Billable Remote/Onsite/Project Support:

(Billed at reduced OSMS Client labor rate of \$95/hr.)

Monday Thru Friday , 7:00 am To 6:00 pm

Off-hours Onsite Support

(Billed at 1.5 times Standard Rate)

Monday Thru Friday , 6:00 pm To 7:00 am

Saturday 12:00 am To 11:59 pm

Off-hours Onsite Support

(Billed at 2.0 Standard Rate)

Sunday 12:00 am To 11:59 pm

Holidays recognized by Forward Slash Technology as Off-hours Support:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

9 Support Level Examples ("FST Associate")

9.1 Tier One – Help Desk Technician

9.2 Tier Two – Help Desk Technician / Network Administrator

9.3 Tier Three – Sr. Network Administrator / Network Engineer

10 Remote Helpdesk Support (Unlimited)

FST will attempt to resolve support issues via OSMS Remote Help Desk Support.

11 Helpdesk Support (TBD - Billed Monthly)

(Support Outside Normal Day-to-Day Helpdesk Support, Engineering, etc.):

Any support after FST remote diagnosis and troubleshooting have determined that an on-site visit is required to resolve the issue. Deployment of new software, hardware equipment or relocation of existing equipment will be treated as a project and billed according to the project scope of work.

12 Standard Forward Slash Technology Supported Environments

Operating Systems

Microsoft Windows

Microsoft Server

Microsoft Exchange

Linux

AIX

Office Platforms

Microsoft Office Suite

Adobe Suite

Cloud Services

Microsoft Azure

Microsoft Office 365

Network Systems

Adtran

Cisco

Barracuda

HP

Dell

Telecommunications

Mitel, ShoreTel

Avaya

Polycom

Backup

Barracuda Backup (Cloud BaaS)

AppAssure (Quest) and Cloud Services

Microsoft Azure (Cloud)

Crash Plan (Remote User Only)

IEEE 802.11 Wireless

Adtran

Blue Socket

Cisco

Ubiquity

Database

SQL Server

MS Access

Systems' support requested for environments not listed above are subject to a separate Service Level Agreement, Service Response Times, Hour of Support and Pricing.

13 OSMS Services

13.1 System Help Desk Management and Monitoring

To include, but not limited to;

Network

- Stateful Firewalls / Routers
- Managed Switches
- Controller Based Wireless Networks (802.11)

Server

- 24x7 Hardware Monitoring, Analysis and Escalation
- Antivirus Licensing (Spyware Management)
- Server Patch Management
- Software License Management
- Early Warning and Preventive Alerts for:
 - Hardware (Memory, Disk, RAID Array's and UPS)
 - Active Directory
- Backup Monitoring (FST Supported Solutions)

Workstation/Laptops

- Centrally Managed Antivirus (Licensing Included with Services)
- PC/Laptop updates/Patch Management
- Software License Management
- Password Resets
- User add, deletes, and changes
- Peripheral devices (i.e., Printers, Scanners, etc.)

13.2 Vendor Management

Forward Slash Technology will support the Login Access and the Tier 2 issue escalation to *client approved third party vendor(s)* or in-house application support team(s) for the following applications, including but not limited to;

- Core Application Systems / Proprietary or In-House Applications

Forward Slash Technology will escalate to *client approved third party vendor(s)* for the following hardware components, including but not limited to;

- Multi-Function Printer(s) - (Covered under service/maintenance contract)
- Copier(s) – (Covered under service/maintenance contract)

13.3 Procurement Services

New hardware and software procurement services to include, but not limited to; purchasing, logistics, staging, testing, configuration and installation.

FST will prepare and forward a Product / Service Quotation for client approval;

- Fixed Price
- Time and Material(s)
- Reoccurring Cost(s);
 - Monthly Reoccurring Cost (MRC)
 - Annual Reoccurring Cost (ARC)

13.4 Backup and Disaster Recovery

See Client Specific Backup and Disaster Recovery Retention Requirements Survey

To ensure Industry Best Practice Data Retention and reduce possible future data loss, Forward Slash Technology only supports, and recommends the installation of one of the following Backup Solution(s);

1. Barracuda Backup (Cloud BaaS)
2. AppAssure (Quest) and Cloud Services
3. Microsoft Azure (Cloud)
4. Crash Plan (Remote User Only)

Forward Slash Technology does not support USB connected hard drives or derivative type devices.

13.5 Training

Forward Slash Technology recommends client maintain ongoing end-user training for Client systems, applications, data retention and network best practices. Forward Slash Technology may recommend end-user training, however Forward Slash Technology is not responsible for end-user training as part of this agreement.

WHEREFORE, the parties acknowledge that they have read and understand this agreement and approve services being offered mutually agreed.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

The City of Osage Beach
1000 City PARKWAY
Osage Beach, MO 65065

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date



City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 10, 2019

Agenda Item:

Bill 19-96 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract modification No. 2 for Project No. OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in an amount not to exceed \$38,534.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-96

Ordinance Referenced for Action:

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

Deadline for Action:

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

Budgeted Item:

Yes

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

FY19 Budgeted Amount:	\$ 650,000
Expenditures to Date (MM/DD/YY):	(\$ 75,116)
Available:	\$ 574,884
Requested Amount:	\$ 38,534

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 19-96 is in correct form.

City Administrator Comments:

Heggemann was awarded the construction contract #OB19-010 for the Swiss Village Well Number 3 on July 18, 2019 by the Board of Aldermen for the contract amount of not to exceed \$553,292. Contract Modification No. 1, in the amount of \$ 4,537.50, was approved by the Board of Aldermen on November 7, 2019 due to additional casing needed for actual drilling depths.

This modification, No. 2, is needed to install underground primary electrical service to the well. Originally, in house crews were going to complete some portions of the well project, but due to changes in plans regarding the placement of the electric utility and staff's capacity, it was decided that this work should be completed by the contractor.

With this modification, the contract OB19-010 will be not to exceed \$596,363.50. A first and second is needed because construction is underway.

HDR Engineering did the design for contract OB19-010 and has reviewed and prepared the plans for the modifications.

The department recommends approval and I concur with the request.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 TO OB19-010 WITH HEGGEMANN, INC. FOR SWISS VILLAGE WELL NO. 3 IN THE AMOUNT NOT TO EXCEED \$38,534.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract modification No. 2 with Heggemann, Inc., under substantially the same terms and conditions as set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract modification is Thirty-Eight Thousand, Five Hundred Thirty-Four Dollars. (\$38,534.00) for a new total contract price not to exceed Five Hundred Ninety-Six Thousand Three Hundred Sixty-Three Dollars and Fifty Cents (\$596,363.50).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.96 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. 19.96.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

CONTRACT CHANGE ORDER

Contractor's
Change Order No. 2

December 2, 2019

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

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

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

- I. A. Install approximately 470 LF of 4" PVC conduit with pull tape, from utility pole to transformer pad for underground primary electrical power service to the Swiss Village Well No. 3, well house. The Contractor has provided an additive cost proposal to include conduit installation, excavation and backfill of trench, concrete encasement, rock excavation and removal, for a total additional cost of \$38,534.00.

II. Cost of work affected by Change Order.

(A) Item No.	(B) Unit Description	(C) Units Provided For	(D) Units To Be Built	(E) Units Add Or Deduct	(F) Contract Or Unit Price	(G) Amount Added	(H) Amount Deducted
4	Install 470 LF of 4" PVC conduit with pull tape for underground electrical service to the well house	0	1 LS	1	\$38,534.00	\$38,534.00	

TOTALS

\$38,534.00

1.	Original Contract Amount		\$553,292.00
2.	Add or Deduct This Order (G-H of Totals)	\$38,534.00	
3.	Add or Deduct Previous (Line 4 on Previous Order)	\$4,537.50	
4.	Total Add or Deduct To Date		\$43,071.50
5.	Revised Contract Amount (1+4)		\$596,363.50

III.

Engineer (Recommended)

Date

Contractor (Accepted)

Debbie Heggemann

12/10/19

Date

Owner (Ordered)

Date

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



FAX: 636-456-1172 PO Box 768 Warrenton, MO 63383

ATTN: Kimberly Ingham

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Osage Beach	573-302-2020	11/19/2019
STREET	JOB NAME	
5757 Chapel Drive	Additional Electrical Installation	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Osage Beach, MO 65065	Swiss Village Well #3	

We propose to furnish material and labor - complete in accordance with specifications below, for the sum of:

See Below

Payment to be made as follows:

Draw as job progresses. Net in 30 days. Service charges will accrue.

We hereby submit specifications and estimates for:

For the installation of 470' of 4" PVC conduit, add to bid: \$38,534.00

- Includes:** Supply and installation of 4" PVC conduit
 Conduit to be installed from transformer pad to utility pole (utility pole to be supplied and installed by others)
 Excavation and backfill of trench
 Concrete encasement of conduit
 Rock excavation and removal
- Excludes:** Easement clearing/grubbing and stump removal clearing needs to be completed prior to installation of the conduit

MKA Contracting – electrical trenching:	\$28,038.00
Aesthetix Electric – conduit install:	\$ 6,993.00
Subtotal:	\$35,031.00
10% overhead and profit:	\$ 3,503.10
Total:	\$38,534.10

Estimators: Mike Jordan

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

All agreements contingent upon strikes, accidents or delays beyond our control

NOTE: This proposal may be withdrawn by us if not accepted within: **30** days.

Authorized Signature:

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Signature:



Contracting, LLC

800 East Hwy M
 Truesdale, MO 63380
mkacontracting@yahoo.com
 Tel: 314.486.1081

Page	1 of 1
Quote Date	11/12/2019

Bill To: Heggemann ATTN: Mike Jordan

Tel: Fax: Email:

Job Name:	Date Requested	Terms
Swiss Village	11/12/2019	30 days
Description	Electrical Trenching	Quantity
MKA Contracting, LLC proposes to furnish labor, materials, equipment, and supervision to		
1. Mobilize equipment		
2. Dig 24" wide x 3.5' deep x 470' long trench for 4" electric conduit		
3. Includes 3" concrete cap per City's guidelines		
4. Backfill with spoils		
5. Haul off any additional spoils		
Rock excavation and rock removal for electrical conduit is included		
Thank you!		TOTAL
		\$ 28,038.00

EXCLUSIONS:

No rebar or reinforcement
 No layout or stakes
 No restoration
 No As-Builds
 No tapping fees

No permits or inspections
 Not responsible for any damage to any unmarked utilities
 Not responsible for any conflict with any existing utilities
 No SWPPP
 No Meters or Meter Fees



November 18, 2019

Heggemann INC
PO Box 768
Warrenton, Mo 63383

Quote #111819920

A. Osage Beach Swiss Village Well #3:

- Install 4" Conduit from Pole to Transformer Pad
- Per-Ameren UE Specs
- Installing Mule tape in 4" Conduit

Quote Total \$6,993.00

Items NOT Included:

- Utility Charges
- Premium Time
- Excavation and Backfill
- Concrete
- Applicable Taxes
- Prices are firm 60 from the date of proposal
- Net 30 days with 1.5% added monthly

Accepted By _____

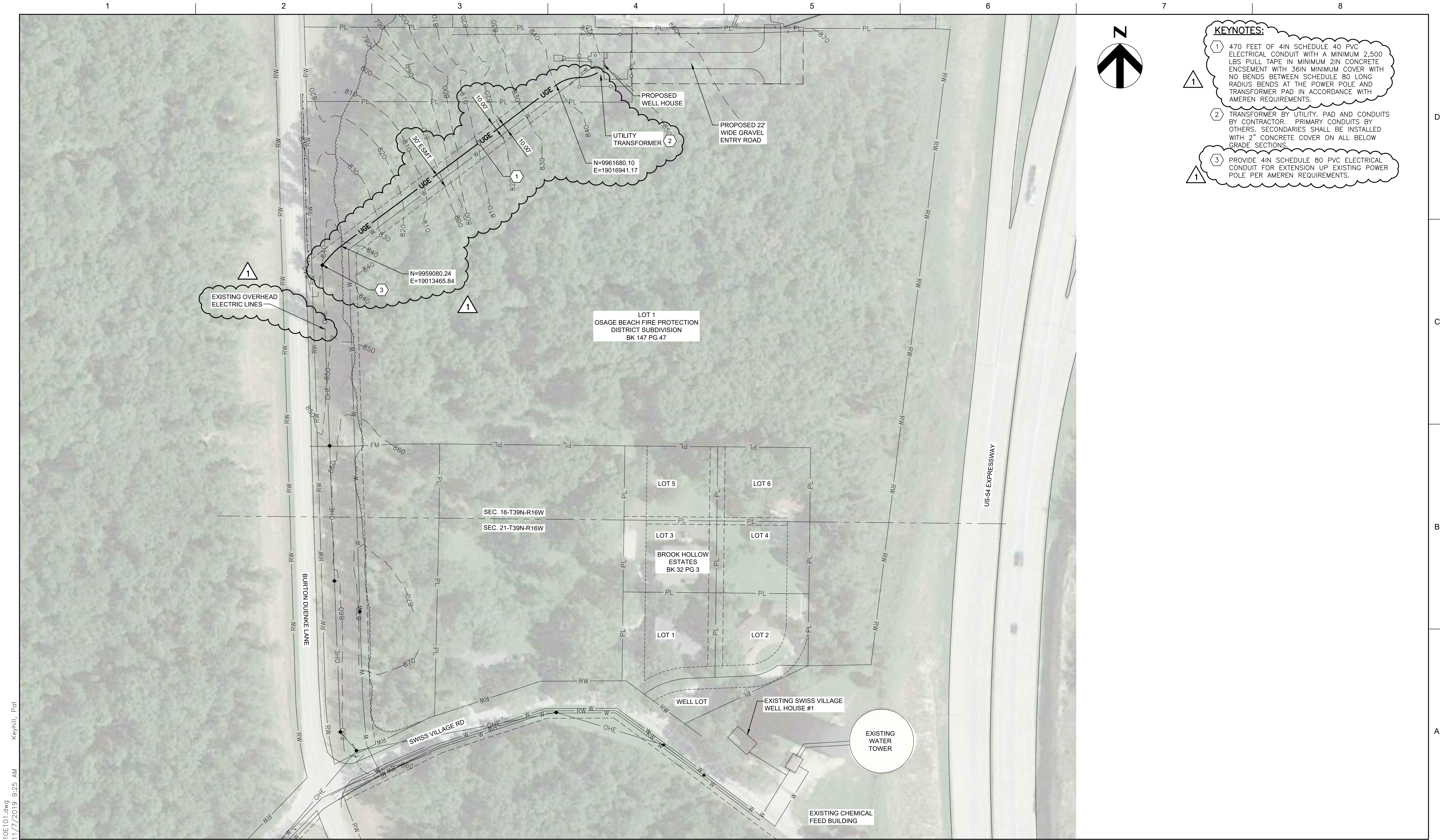
Company _____

Date _____

Steve Durbin
Aesthetix Electric

THANK YOU FOR YOUR BUSINESS AND REFERRALS!

573.348.1429
aesthetixelectric.com | steve@aesthetixelectric.com
PO Box 972 | Osage Beach MO, 65065



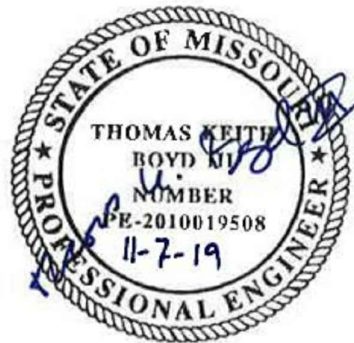
10E101.dwg
11/7/2019 9:25 AM
Keyhill, Pat



HDR
MISSOURI CERTIFICATE OF
AUTHORITY #: 000856
10450 HOLMES ROAD, SUITE #600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	11-07-19	ISSUED FOR CHANGE ORDER NO. 2
0	05-2019	ISSUED FOR BID SET

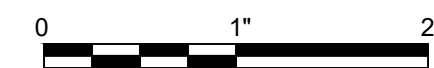
PROJECT MANAGER	SCOTT FLEMING
CIVIL	S.FLEMING
STRUCTURAL	D. WISEMAN
MECHANICAL	L. WORTH
ELECTRICAL	J. RILEY
INSTRUMENTATION	K. BOYD
HYDROLOGIST	D. HANEY
PROJECT NUMBER	10136782



LICENSEE:
THOMAS K. BOYD
ELECTRICAL
PE-2010019508

CITY OF OSAGE BEACH, MISSOURI SWISS VILLAGE WELL NO. 3

SITE PLANNING ELECTRICAL SITE PLAN



FILENAME | 10E101.dwg
SCALE | 1" = 60'

SHEET
10E101

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 9, 2019

Agenda Item:

Motion to approve Sixty-Five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

No -Pending FY2020 Budget

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

This request is for authorization to proceed with the purchase of Sixty-Five (65) Grinder Pumps of various sizes as outlined in the quote enclosed, plus applicable freight costs, for our FY2020 inventory. Municipal Equipment submitted quotes for the pumps; this is considered a sole source purchase as they are the authorized manufacturer for our area.

This request is for funds from the FY2020 Budget under Repair of System - 35-00-

743300; if ordered in December, delivery can take place early in FY2020. The Sewer Foreman recommends approval based on current and upcoming need for our system.

I concur with the department's recommendation.

QUOTE

Mr. Chad Stark
City of Osage Beach, MO

November 7, 2019

RE: 2020 Stock Grinder Pump Quote

Dear Chad,

We are pleased to offer the following for the grinder pumps stock bid:

Twenty (20) Sulzer model S20/2W submersible grinder pumps with 2 horsepower, 3450 RPM, 230 volt, single motors and 32' power/control cable

PRICE.....\$1,384.35 each

Eight (8) Sulzer model S26/2W submersible grinder pumps with 3.5 horsepower, 3450 RPM, 230 volt, single phase motors and 32' power/control cable

PRICE.....\$2,269.40 each

Twenty Five (25) Sulzer model PE45/2W submersible grinder pumps with 6 horsepower, 3450 RPM, 230 volt, single phase motors and 32' power/control cable

PRICE.....\$4,208.10 each

Six (6) Sulzer model PE80/2 submersible grinder pumps with 10.7 horsepower, 3450 RPM, 460 volt, 3 phase motors and 32' power/control cable

PRICE.....\$5,900.50 each

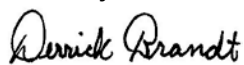
Six (6) Sulzer model PE100/2 submersible grinder pumps with 13.4 horsepower, 3450 RPM, 460 volt, 3 phase Motors and 32' power/control cable

PRICE.....\$5,915.50 each

TOTAL PRICE.....\$221,940.70

I look forward to hearing from you. Please let me know if there are any questions or comments.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 45 days from the date of the proposal
- Payment terms for this order would be: **NET 30 Days**
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 9, 2019

Agenda Item:

Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

No - pending FY2020 Budget

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

This request is for various grinder pump re-building parts, as outlined in quote enclosed, for the city's pumps within our system with FY2020 funds from Municipal Equipment. This is considered a sole source purchase as Municipal Equipment is the authorized manufacturer for our area.

This request is for funds from the FY2020 Budget under Pump Repairs - 35-00-743500; if ordered in December, delivery can take place in FY2020.

The Sewer Foreman recommend approval based on current and upcoming need. I concur with the department's request.

QUOTE

Mr. Chad Stark
City of Osage Beach, MO

November 7, 2019

RE: 2020 Stock Parts Quote

Dear Chad,

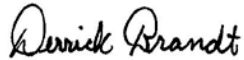
We are pleased to offer the following for the stock parts:

Quantity	Part Number	Pump model	Description	Price Each	Total Price
Nine (9)	61705038	S20/2W	Repair Kit	\$165.05	\$1,485.45
Seven (7)	61705710	S20/2W	Hydraulic Kit	\$387.78	\$2,714.46
Twelve (12)	65005339	S20/2W	Stator 230V/1PH	\$170.39	\$2,044.68
Thirteen (13)	61705040	S26/2W	Repair Kit	\$197.89	\$2,572.57
Seven (7)	61705722`	S26/2W	Hydraulic Kit	\$407.18	\$2,850.26
Fifteen (15)	65005344	S26/2W	Stator 230V/1PH	\$455.66	\$6,834.90
Ten (10)	61705037	M50/2W	Repair Kit	\$334.65	\$3,346.50
Six (6)	61705734	M50/2W	Hydraulic Kit	\$541.84	\$3,251.04
Fifteen (15)	61000756	M50/2W	Stator 230V/1PH	\$1,418.03	\$21,270.45

TOTAL PRICE.....\$46,361.31

I look forward to hearing from you. Please let me know if there are any questions or comments.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 45 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.