CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
March 5, 2015 – 6:30 P.M.
CITY HALL

***** **Note: Make sure that 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.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 02/19/15 (Page 01)
- Bills List (Page 06)
- Liquor License Approval
  MTJLLC dba Chicago Brothers (Page 18)

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Bill No. 15-20. Authorize Mayor to Execute a Change Order for Contract OB14-020 for City Park Storm Repairs. First and Second Readings (Page 19)

B. Bill No.15-21. Memorandum of Understanding with Lake Regional Health System (*MOU and Ordinance will be distributed when complete*) (Page 26)

C. Bill No. 15-22. Authorize Full Service Odor Control Program with Evoqua Water Technologies, LLC. First and Second Readings. (Page 28)

D. Resolution 15-01. Stating the Intent of the Board of Aldermen to Use the Community Improvement District Policy When Requested to Use Other Existing or Newly Created Economic Development Tools (Page 47)

E. Bid Award. Mower with Boom Attachment (Page 51)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED

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

February 19, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, February 19, 2015, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Alderman Steve Kahrs was absent. Diann Warner, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons expressed her thanks for the opportunity to attend the 45th annual Missouri Municipal League Legislative Conference. Aldermen Olivarri and Walker along with City Attorney Ed Rucker also attended.

Mayor Lyons reported that hundreds of House and Senate bills were filed. Several of them are ones that were vetoed last year and many of them want to exempt sales tax on various items. She said that for some reason, the legislators want to interfere with municipal income. Two bills are particularly intrusive; HB 662/SB 222 Right of Way Relocation Costs - would require municipalities to pay the cost of moving telecom facilities in right of ways and would require municipalities to hire contractors chosen by the telecom companies.

Mayor Lyons further reported that SB323 would allow nonresidents of third and fourth class cities to run for office if they own property in that city as long as they live in the same county. They would also be eligible if 10% of the registered voters signed a petition. For example, a resident of Macks Creek could run for an Osage Beach office if the individual has owned property in the city for at least one year and still live in Macks Creek.

Mayor Lyons reported that term limits are not working for municipalities. She said the lobbyists have more experience than the legislators and many of the bills serve their needs and not the people of Missouri. Mayor Lyons stated that lobbyists are running things and the legislators want to divest cities of their funds which are very concerning.

Citizens Communications.

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

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the meeting held on February 5, 2015, the bills list as submitted and Special Use Case 380, US Cellular equipment upgrade at 1036 Bluff Drive; Special Use Case 381, US Cellular equipment upgrade at 6215 Fire Station Road; Special Use Case No. 382, US Cellular equipment upgrade at 5237 Osage Beach Parkway; Special Use Case 383, Sprint equipment upgrade at 1170 Bluff Drive. Alderman Marose seconded the motion.

Alderman Rucker said he understood that the legislature took away the ability to permit and charge fees for towers. City Planner Cary Patterson said he has not been notified that the City cannot use consultants and charge fees. City Attorney Ed Rucker explained that there are limits on the amount

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a consultant may charge. City Planner Patterson explained that there is no need for new towers within the City limits of Osage Beach at this time; however, there will be issues when new towers are needed. He added that most existing towers, with the exception of the tower on Passover Road, have had utility upgrades.

The motion to approve the consent agenda was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Bill No. 15.19. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MCCONNELL & ASSOCIATES FOR THE GRAND GLAIZE AIRPORT PARKING LOT AND APRON SEAL COATING PROJECT

The following bids were submitted:

McConnell & Associates	$11,895.80
APAC-Missouri, Inc.	$14,954.72
Vance Brothers	$31,014.05

The low bidder is McConnell & Associates from Kansas City, MO with a bid amount of $11,895.80. McConnell & Associates have completed projects for the City in the past with good results. Budgeted amount for this project was $17,000.

Public Works Director Edelman recommended the bid be awarded to McConnell & Associates in the amount of $11,895.80.

Mayor Lyons presented the first reading of Bill No. 15-19 by title only. It was noted that Bill No. 15-19 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-19. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-19 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 15-19. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-19 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Walker. "Nays": None. "Absent": Alderman Kahrs. Bill No. 15-19 was passed and approved as Ordinance No. 15.19.

Authorization to Apply for Land and Water Conservation Fund Grant at Peanick Park.

Public Works Director Nick Edelman explained the Missouri Department of Natural Resources has made their Land and Water Conservation Fund (LWCF) Grants available. This grant is a 45% grant 55 % match. The grant may be used for park improvements which include the following:

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1) Playgrounds
2) Ball Fields
3) Pools and water parks
4) Archery and shooting ranges
5) Camping facilities
6) Picnic areas
7) Golf courses
8) Boating and fishing facilities
9) Trails
10) Parking areas
11) Restrooms

Peanick Park needs improvements and Public Works Director Nick Edelman said he would like to start the process of obtaining public input for these improvements. The application process is rather lengthy and public comment/input is scored in the application. The City has never received these funds which gives us points in the scoring process.

The results of this grant will not be released until October. The project will take two years to complete if the grant is approved. The maximum amount of funding the City can receive is $75,000. Public Works Director Edelman said that new playground equipment, additional picnic shelters, and/or new restrooms, or other ideas from the public will be considered. He added that construction could take place in 2016 or 2017. Mayor Lyons questioned if there is time for the public to comment. Public Works Director Edelman said social media would be used to solicit input from citizens. Alderman Rucker suggested using the Osage Beach Citizens Advisory Committee to solicit public comments and input.

Alderman Marose questioned whether the parking issue will be resolved. Public Works Director Edelman responded that funds are included in the 2015 budget to relocate the basketball court for additional parking.

Mayor Lyons will schedule a meeting for the Osage Beach Citizens Advisory Committee to gather input.

Alderman Rucker moved to authorize Public Works Director Edelman to apply for the Land and Water Conservation Fund Grant for improvements at Peanick Park as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorization to Participate in Missouri's Highway Safety Program.

Police Chief Todd Davis explained this form is required for the City to receive grant funds from the Missouri Department of Transportation, Traffic and Highway Safety Division for overtime traffic enforcement. The City has been participating in this program for several years and the grant covers overtime expenses.

Alderman Schmitt moved to authorize participation in Missouri's Highway Safety Program as recommended. Alderman Marose seconded the motion which was voted on and unanimously passed.

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Authorization to Invite Retail Strategies to Make a Presentation to the Board of Aldermen.

Mayor Lyons said that Alderman Schmitt had mentioned Retail Strategies previously and that they could attend a meeting to address the Board on economic development. Alderman Schmitt said there are other organizations however the point is to get professional assistance. Mayor Lyons said this could help clarify the direction on the issues of economic and/or community development as it relates to our City.

Alderman Rucker said economic development is staff's responsibility and it is inappropriate to hire a company at this time. Alderman Olivarri voiced his concerns about hiring a company for economic development and he added there are issues to be resolved first.

There was no motion to extend an invitation to Retail Strategies to make a presentation to the Board of Aldermen.

Communication from Board Members.

Alderman Marose. Phyllis Marose reported on the Passport to the Parkway fund raiser at J. Bruner's on February 29. Businesses west of the Grand Glaize Bridge will participate in the Passport to the Parkway the last two weeks in April.

Alderman Rucker. Kevin Rucker voiced his concerns about safety and security at City Hall. He said he would like to see consideration given to installing a metal detector between the two front doors and wired into the communications center. Prices for bullet proof glass should be obtained and more cameras may be needed. Alderman Rucker suggested that a safety inventory be done.

Alderman Rucker questioned a line item in the HR budget report. Staff Accountant Mike Welty explained that a code was used that allocated health insurance incorrectly and it would be fixed when the February financials are done.

Staff Communications.

City Administrator. Jeana Woods reported that Lake of the Ozarks Council of Local Governments will furnish transportation for those who want to attend the hearing at Fort Leonard Wood on March 2.

City Attorney. Ed Rucker thanked the City for the opportunity to attend the MML Legislative Conference. He reported that the software to track legislation is working and the proposed taxi cab ordinance has been distributed.

Alderman Olivarri stated that many officials who attended the MML Legislative Conference were angry at the legislature and upset with the bills that have been introduced.

Police Chief. Todd Davis reported that tomorrow, February 20th he would be on top of Hy-Vee from 6 a.m. to 6 p.m. for the annual Cops on Top fund raiser for Special Olympics. He reported that the second annual chili cook off will be held at Tan-Tar-A on February 21st from 11:00 a.m. to 3:00 p.m. to benefit Citizens of Domestic Violence. The Pub Crawl is also being held February

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21st.

Next weekend, Chief Davis reported that the Polar Bear Plunge and Strut will be held. Mayor Lyons said the Products and Services Show is also being held next weekend. She added that employees have volunteered to man the City's booth at the show.

City Treasurer. Mike Welty, Staff Accountant, was present in the absence of City Treasurer Karri Bell. He reported that he is chairing the newly formed Community Programs Committee which includes a representative from each department. He said the committee will be brainstorming to come up with ideas for events throughout the year such as an Easter Egg Hunt at the City Park. Mr. Welty said the local 4H youth group has been contacted and he hopes they can bring small animals. He also hoped to get the support of the community. Mr. Welty explained that the committee will focus on supporting current events and new events.

Parks Manager. Brian Willey reported that he will be attending the Missouri Parks and Recreation conference next week in Springfield.

Executive Session.

Alderman Marose moved to close the meeting as allowed by 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. Alderman Olivarri seconded the motion.

The following roll call vote was taken to close the meeting: Ayes:" Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Walker, Alderman Rucker. "Nays": None. "Absent": Alderman Kahrs. The meeting was therefore closed.

CLOSED SESSION

Alderman Olivarri moved to open the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: Ayes": Alderman Olivarri, Alderman Marose, Alderman Walker, Alderman Rucker, Alderman Schmitt. "Nays": None. "Absent": Alderman Kahrs.

No announcements were made following the closed session.

There being no further business to come before the Board, the meeting adjourned at 8:15 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on February 19, 2015.

Diann Warner, City Clerk

Penny Lyons, Mayor

CITY OF OSAGE BEACH
BILLS LIST
March 5, 2015

Bills Paid Prior to Board Meeting	**113,760.87**
Payroll Paid Prior to Board Meeting	**110,782.94**
SRF Transfer Prior to Board Meeting	**230,795.76**
TIF Transfer Prewitt's Pt	**115,196.40**
TIF Transfer Dierbergs	**25,753.29**
Bills Pending Board Approval	**248,844.42**
Total Expenses	**845,133.68**

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	CVC COLLECTIONS	678.48
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	PARK, BOOKS, MISC SALES TA	1.36
			State Withholding	3,033.00
		MO TREASURER BUDGET DIRECTOR	PEACE OFFCR STANDRDS/TRAIN	96.00
		INTERNAL REVENUE SERVICE	Fed WH	9,523.51
			FICA	6,062.67
			Medicare	1,417.94
		ICMA	Retirment 457 &	558.29
			Retirement 457	1,020.00
			Loan Repayments	536.69
			Loan Repayments	542.02
			Loan Repayments	507.71
			Loan Repayments	131.82
			Loan Repayments	103.71
			Loan Repayments	223.68
			Loan Repayments	138.87
			Loan Repayments	476.14
			Loan Repayments	176.32
			Retirment Roth IRA %	64.94
			Retirement Roth IRA	340.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	JAN COLLECTIONS	191.87
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	1,405.00
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	113.33
		ONE TIME VENDOR	Cash Refund:101941356-01	809.50
			TOTAL:	28,516.31
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	160.06
			Medicare	37.45
		LAKE AREA CHAMBER OF COMMERCE	MAYOR LYONS, ALDERMAN OLIV	24.00
		BANKCARD SERVICES 7564	MO ECONOMIC DEV MEMBERSHIP	40.00
		ICMA	Retirement 401	112.90
		OLIVARRI, JOHN	MML CONF MILEAGE REIMB	58.65
		BANKCARD CENTER 5352	PAPER, ENV	59.72
			PREMIUM DOME MAGNETIC FSTN	15.70
			TOTAL:	508.48
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	300.84
			Medicare	70.36
		LAKE AREA CHAMBER OF COMMERCE	ADMIN WOODS, ASST ADMIN WE	24.00
		BANKCARD SERVICES 7564	POST-ITS	12.35
			MO ECON DEV CNCL WINTER CO	175.00
			LAKE BUS CONF	45.00
			MML CONF REFUND	130.00-
		ICMA	Retirement 401	297.19
		BANKCARD CENTER 5352	PREMIUM DOME MAGNETIC FSTN	15.69
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	885.43
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	314.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	73.55
		ICMA	Retirement 401	313.96
		PETTY CASH	MILEAGE TO CAMDEN	11.42
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
		MO STATE UNIVERSITY OUTREACH	2015 MOCCFOA SPRING INSTIT	205.00
			TOTAL:	1,143.42
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	286.73
			Medicare	67.06
		ICMA	Retirement 401	287.38
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	866.17
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	70.11
			Medicare	16.40
		ICMA	Retirement 401	72.56
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	234.07
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	300.15
			Medicare	70.20
		ICMA	Retirement 401	293.68
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	739.03
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	330.42
			Medicare	77.27
		ICMA	Retirement 401	330.89
		BANKCARD SERVICES 7663	INTERNATL CODE COUNCIL MEM	125.00
			MIRAMAR, FL & PRICELINE.CO	356.36
			THE ORLEANS HOTEL	107.52
			THE ORLEANS HOTEL	43.68
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,596.14
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL	3,707.15
			CITY HALL	3,969.78
		BANKCARD SERVICES 7663	OFFICE DOOR SIGNS	171.80
			TANK ASSY	22.09
			TOTAL:	7,870.82
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	275.45
			Medicare	64.44
		ICMA	Retirement 401	239.45
		PETTY CASH	TITLES	76.00
		BANKCARD CENTER 5352	PROPANE	37.00
			HEATER	99.00
			WINDSHIELD	542.49
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	10.38
			BALL DIAMONDS CONS STAND	16.94
			HWY 42 BALL PK LTS	10.87
			TOTAL:	1,484.52
Human Resources	General Fund	BANKCARD CENTER 3333	SAFETY LUNCH	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANKCARD CENTER 3358	APPRECIATION DINNER	39.01
		INTERNAL REVENUE SERVICE	FICA	130.16
			Medicare	30.44
		BANKCARD SERVICES 7564	APPRECIATION DINNER DECOR	226.23
		ICMA	Retirement 401	129.41
		PETTY CASH	SODA	19.00
		BANKCARD CENTER 0833	APPRECIATION DINNER	1,113.59
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,962.84
Overhead	General Fund	AT & T/CITY HALL	FEBRUARY SERVICE	3,237.92
		BANKCARD SERVICES 7564	BUDGETS	724.63
			BUDGETS	661.53
			BUDGETS	724.63-
		XEROX FINANCIAL SERVICES	LEASE PAYMENT	146.00
			TOTAL:	4,045.45
Police	General Fund	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	341.49
		INTERNAL REVENUE SERVICE	FICA	2,695.46
			Medicare	630.41
		ICMA	Retirement 401	2,385.84
		WOBBLY BOOT	LUNCH FOR LANEG CONF	246.41
		BANKCARD CENTER 0833	FBINAA	85.00
			WHEN TO WORK	315.00
			FLOWERS DWANE DAVIS	65.00
		JP MORGAN CHASE BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,125.00
		GORSLINE, TOM	MEALS NEW DET TRAINING	200.00
		GOANS, ERIC	MILEAGE REIMB UNIFORM FITT	126.78
		ONE TIME VENDOR PEAR TREE INN	LODGING - NEW DET TRAINING	420.00
			TOTAL:	8,823.89
911 Center	General Fund	AT & T/CITY HALL	E911 SERVICE 01/23-02/22/1	1,320.68
		INTERNAL REVENUE SERVICE	FICA	655.64
			Medicare	153.33
		ICMA	Retirement 401	666.61
		DIRECTOR OF REVENUE	NOTARY APP - L CIFUENTES	25.00
		BANKCARD CENTER 0833	APCO MEMBERSHIP	331.00
			NENA MEMBERSHIP	137.00
			EAR CUSHIONS	6.50
			BAGELS, CREAM CHEESE	11.64
			BAGELS	6.25
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	375.00
			TOTAL:	3,763.65
Planning	General Fund	BANKCARD CENTER 3333	PRINTHEAD & CLEANER	207.99
			CALENDARS, TAPE, SM ROTARY	49.85
		INTERNAL REVENUE SERVICE	FICA	223.50
			Medicare	52.27
		ICMA	Retirement 401	233.04
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	916.65
Information Technology	General Fund	FEDERAL EXPRESS CORP	SHIPPING FEES	63.41
		INTERNAL REVENUE SERVICE	FICA	313.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	73.31
		ICMA	Retirement 401	304.34
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			TOTAL:	792.02
Emergency Management	General Fund	BANKCARD CENTER 0833	MO EMERGENCY MGMT CONF	150.00
			TOTAL:	150.00
Economic Development	General Fund	BANKCARD SERVICES 7564	ANN PROD & SERV SHOW	395.00
		BANKCARD CENTER 5352	WIRE LITERATURE RACK	220.12
			TOTAL:	615.12
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	428.53
		INTERNAL REVENUE SERVICE	Fed WH	1,210.07
			FICA	857.33
			Medicare	200.50
		ICMA	Retirement 457	134.41
			Loan Repayments	39.68
			Retirement Roth IRA	16.75
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	42.16
			TOTAL:	2,949.43
Transportation	Transportation	MARSHALL, JERRY	MILEAGE REIMB 02/11-02/17/	18.86
		MILLER CO RECORDER	RECORD JUDGEMENT & FINAL O	35.00
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.66
		REPUBLIC SERVICES INC	TRASH SERVICES STREET DEPT	565.87
		GUNNELS, BERNIE	MILEAGE REIMB 02/11-02/17/	57.50
		HAYES, DAVE	MILEAGE REIMB 02/11-02/17/	4.60
		RUSSELL, RICK	MILEAGE REIMB 02/11-02/17/	30.70
		WATERMAN, RANDY	MILEAGE REIMB 02/11-02/17/	34.50
		INTERNAL REVENUE SERVICE	FICA	857.32
			Medicare	200.51
		ICMA	Retirement 401	781.95
		CAMDEN COUNTY RECORDER OF DEEDS	RECORD JUDGMENT & FINAL OR	35.00
		BANKCARD CENTER 5106	TEAM 2015 CONF	125.00
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	300.00
		PHILLIPS, MITCHELL	MILEAGE REIMB 02/11-02/17/	21.04
		ENVIRONMENTAL ENERGY	OIL FOR HEATER	616.66
		AMEREN MISSOURI	KK DR LTG PALISADES COMMON	110.21
			5757 CHAPEL MAINT SALT BLD	9.79
			STREET LIGHTING	1,438.68
		CALLAHAN, DAVID	MILEAGE REIMB 02/04-02/10/	24.15
			MILEAGE REIMB 02/11-02/17/	24.15
			TOTAL:	5,391.03
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,361.71
			State Withholding	253.76
		INTERNAL REVENUE SERVICE	Fed WH	807.78
			FICA	528.82
			Medicare	123.68
		ICMA	Retirement 457	103.36
			Loan Repayments	53.74
			Loan Repayments	130.16
			Retirement Roth IRA	26.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.91
			TOTAL:	4,441.42
Water	Water Fund	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.65
		REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	565.87
		INTERNAL REVENUE SERVICE	FICA	528.82
			Medicare	123.68
		BANKCARD SERVICES 7564	AT&T PHONE REPLACED	16.17
		ICMA	Retirement 401	525.50
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	261.75
		ENVIRONMENTAL ENERGY	OIL FOR HEATER	616.67
		AMEREN MISSOURI	BLUFF RD WATER TOWER	1,078.63
			COLLEGE WELL BEHIND CHURCH	1,598.59
			WELL #2 LK RD 54-59	1,201.90
			SWISS VILLAGE WELL	1,521.37
			COLUMBIA COLLEGE WELL	652.72
			TOTAL:	8,791.20
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	362.71
		INTERNAL REVENUE SERVICE	Fed WH	1,232.02
			FICA	806.33
			Medicare	188.59
		ICMA	Retirment 457 &	38.58
			Retirement 457	105.42
			Loan Repayments	54.55
			Loan Repayments	21.11
			Loan Repayments	42.21
			Retirement Roth IRA	16.75
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	42.93
		NC Child Support Centralized Collectio	Case Identifier 0005861652	139.38
			TOTAL:	3,075.58
Sewer	Sewer Fund	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.65
		REPUBLIC SERVICES INC	TRASH SERVICES SEWER DEPT	565.87
		INTERNAL REVENUE SERVICE	FICA	806.34
			Medicare	188.58
		ICMA	Retirement 401	674.09
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING SEWER EASEMENTS	54.00
		HUSTON, A J	MILEAGE REIMB 02/11-02/17/	46.00
		BANKCARD CENTER 5106	PDN-MISC	139.90
		HINES, STEPHANIE	WORK BOOT TOE PROTECTORS	17.85
		DOLLISON, JOEY	MILEAGE REIMB 02/11-02/17/	25.87
		STARK, CHAD	MILEAGE REIMB 02/04-02/11/	78.20
			MILEAGE REIMB 02/11-02/17/	19.55
		JP MORGAN CHASE BANK	HSA Contribution	50.24
			HSA Family/Dep. Contributi	338.25
		ENVIRONMENTAL ENERGY	OIL FOR HEATER	616.67
		AMEREN MISSOURI	CLEARWOOD LN LT 9/10 LS	10.13
			1222 LANDS END PKWY LS	10.13
			701 PA HE TSI	10.96
			GRINDER PUMPS & LIFT STATI	3,520.63
			GRINDER PUMPS & LIFT STATI	2,936.00
			GRINDER PUMPS & LIFT STATI	4,893.50
			TOTAL:	15,052.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	358.00
		INTERNAL REVENUE SERVICE	Fed WH	1,071.60
			FICA	714.19
			Medicare	167.01
		ICMA	Loan Repayments	39.66
			Loan Repayments	58.83
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	41.67
			TOTAL:	2,475.96
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	714.19
			Medicare	167.01
		ICMA	Retirement 401	598.38
		BANKCARD CENTER 0833	UNIFORM PANTS	71.42
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	225.00
		HOGAN, RUSS	PIPELINE SAFETY TRAINING M	35.00
		ONE TIME VENDOR HILTON BRANSON CONVENT	PIPELINE SAFETY TRAINING	156.51
			TOTAL:	2,042.51
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	732.30
			State Withholding	60.80
		INTERNAL REVENUE SERVICE	Fed WH	202.76
			FICA	220.70
			Medicare	51.61
		ICMA	Retirement 457	74.00
			TOTAL:	1,342.17
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL	9.79
			LO STATE PARK LOCALZR	40.55
			AIRPORT FIREHOUSE	466.23
			KAISER TERMINAL BLDG	357.36
			1000 LEE C FINE RD HANGAR	17.02
			LCF NEW HANGAR	108.39
		INTERNAL REVENUE SERVICE	FICA	220.70
			Medicare	51.61
		ICMA	Retirement 401	219.16
		LOWE'S	1/4-IN ZINC HEX & HELICAL	4.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00
			TOTAL:	1,614.81
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	59.20
		INTERNAL REVENUE SERVICE	Fed WH	199.73
			FICA	163.41
			Medicare	38.22
		ICMA	Retirement 457	20.00
			TOTAL:	480.56
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AIRPORT HANGAR	39.29
			AIRPORT RD HWY 54 TBLC EXT	367.79
			GG AIRPORT SHOP	81.25
			957 AIRPORT RD	17.36
			TBLC EXT D GG AIRPORT	22.98
			GG AIRPORT HANGAR	55.60
			GG AIRPORT SLEEPY	20.63
		INTERNAL REVENUE SERVICE	FICA	163.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	38.22
		ICMA	Retirement 401	161.95
		CHARTER BUSINESS	SERV 02/16-03/15/15	71.15
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	1,182.13

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========== FUND TOTALS ==========		
10	General Fund	64,921.66
20	Transportation	8,340.46
30	Water Fund	13,232.62
35	Sewer Fund	18,127.99
40	Ambulance Fund	4,518.47
45	Lee C. Fine Airport Fund	2,956.98
47	Grand Glaize Airport Fund	1,662.69
	GRAND TOTAL:	113,760.87

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	K BELL FLOWERS	39.50
		LAKE AREA CHAMBER OF COMMERCE	QTRLY BREAKFAST FORUM	250.00
			TOTAL:	289.50
City Administrator	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	MEMBERSHIP	150.00
		ALPHAGRAPHICS	BUSINESS CARDS - J WOODS	55.00
		STAPLES ADVANTAGE	POST-ITS, FLDRS, CLNDR HAN	52.88
			TOTAL:	257.88
City Clerk	General Fund	CAMDEN COUNTY CLERK	APRIL ELECTIONS ESTIMATE	2,740.17
		STAPLES ADVANTAGE	WITEOUT, SRTKWK, STPLS	19.16
			TOTAL:	2,759.33
City Treasurer	General Fund	MAPERS	2015 MEMBERSHIP - K BELL	50.00
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	2015 MEMBERSHIP - BELL	160.00
			TOTAL:	210.00
Municipal Court	General Fund	WASHBURN, WILLIAM F	MAR MUNICIPAL COURT JUDGE	1,763.17
			TOTAL:	1,763.17
Building Maintenance	General Fund	QUILL	TOWELS, TISSUES	157.95
		RAPID SIGNS	OFFICE DOOR SLATZ	16.95
		ELECTRONICS UNLIMITED	MOVING PHONE LINES	330.34
		GB MAINTENANCE SUPPLY	CALCIUM CHLORIDE	199.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, COCO	192.65
		CULLIGAN LAKE OF THE OZARKS	REPAIR BRINE VALVE	174.25
		AB PEST CONTROL	PEST CONTROL	75.00
		GEO-ENTERPRISES, INC	HUMIDIFIERS	1,398.70
		STAPLES ADVANTAGE	SPNS, FORKS, PLATES, CUPS,	232.26
		RAZORBACK PLUMBING LLC	REPAIR MENS SINK	86.24
			CONFERENCE ROOM FILTERS	174.18
			AMBULANCE LOUNGE FILTERS	174.18
			TOTAL:	3,211.70
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	25.99
			ADDITIVE	10.49
		HEDRICK MOTIV WERKS LLC	BATTERY	149.99
		EZARD'S	PADLOCK	21.99
			LAWN, GARDEN SUPPLIES	18.99
			SANDPAPER, HEET	3.38
			BATTERIES	18.97
			TORX BIT	7.96
			LAW & GARDEN	18.99
			TOTAL:	276.75
Overhead	General Fund	STAPLES ADVANTAGE	COPY PAPER	85.44
			TOTAL:	85.44
Police	General Fund	McCLAIN RADAR SERVICE LLC	RADAR & LASER CERTIFICATIO	850.00
		WALMART COMMUNITY/GECRB	BLEACH	7.00
			KEURIG, DONUT SHOP, CAROUS	134.45
			GV 100CT LB, GV 50 GIANT	7.84
		ED ROEHR SAFETY PRODUCTS INC	SIREN C3 MASTERCOM MO SPEC	349.95
		SIRCHIE ACUQISITION CO LLC	EVID COLLECT. JAR, TWIST T	71.90
			QUEST DOC BAG, EVID TAPE	158.07
		CAMDEN COUNTY SHERIFF'S OFFICE	TIME SERVEDTOTAL	225.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TIME SERVED TOTAL	270.00
			TIME SERVED TOTAL	360.00
			EXP TOTAL	4.69
		IMAGE QUEST	OVERAGE SVC BILLING	8.10
		PSE INSTALLATION	SIREN/SWITCH BOX PD32	75.00
		HEDRICK MOTIV WERKS LLC	BATTERY PD19	161.75
			TIRE PATCH PD30	20.00
			TIRE PATCH PD20	20.00
			OIL CHG, MNT & BAL PD22	115.20
		OSAGE ANIMAL HOSPITAL	RABIES BOOSTER	32.76
		STAPLES ADVANTAGE	CLIP DISP, SHEARS, TRAY, P	28.84
			FRESHMATIC DISP/RFL KIT	12.12
			PADS, AIR FRSH,WIPS, PNS,	88.05
			TOTAL:	3,000.72
911 Center	General Fund	WALMART COMMUNITY/GECRB	CINN ROLLS, SODA	38.42
			MULTIPACK CHIPS	6.48
			WATER, MULTIPACK, SODA	22.72
		STAPLES ADVANTAGE	ERASER	2.14
			TOTAL:	69.76
Information Technology	General Fund	TYLER TECHNOLOGIES INC	WO & MAPPING MAINTENANCE	2,100.39
			TOTAL:	2,100.39
Economic Development	General Fund	LAKE OF THE OZARKS REG ECON DEV COUNCI	2015 MEMBERSHIP	1,000.00
		EZARD'S	CONNECTOR GRND RUBBER	6.49
			TOTAL:	1,006.49
Transportation	Transportation	MEEKS BUILDING CENTER	2X4S, SLEDGE	16.99
		JACK'S MUNICIPAL SALES & SERVICE INC	SIGNS	79.01
		KNAPHEIDE TRUCK INC	9' CUTTING EDGE & KIT	843.00
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL, STOP LEAK	17.57
			OIL, GREASE,SNOW BRUSH	178.29
			80OZ DSLSPL	19.99
			`WIPER BLADES	43.98
		SASCO PAVEMENT COATINGS INC	ROADSAVER 515	30,185.00
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXT SERVICE	84.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	52.97
			STREET DEPT FLOOR MATS	6.84
			STREET DEPT UNIFORMS	37.07
			STREET DEPT FLOOR MATS	6.84
		EZARD'S	ECHO POWER EQUIP	2.39
			TOTAL:	31,573.94
NON-DEPARTMENTAL	Water Fund	CAMDEN COUNTY RECORDER OF DEEDS	FAXES	3.00
			TOTAL:	3.00
Water	Water Fund	WATER & SEWER SUPPLY INC	6 - 3/4" 5M3Z6	610.69
		EZARD'S	PAINT RLLR, COVR, BRSHS, B	28.25
		FLYNN DRILLING CO INC	PORT LN WATER WELL PLUGGIN	10,900.00
			MACE RD WATER WELL PLUGGIN	9,000.00
		GOEHRI, GEORGE	MARCH PREMIUMS	82.06
		MO WATER & WASTEWATER CNF	MEMBERSHIPS 03/24/15-03/24	75.00
		SCHULTE SUPPLY INC	WATER METERS,	4,219.50
			WATER METERS	1,239.00
		O'REILLY AUTOMOTIVE STORES INC	MINI LAMPS	5.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXT SERVICE	83.00
		HD SUPPLY WATERWORKS LTD	TNDM SETTERS	732.44
			MARKING FLAGS & PAINT	80.46
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	23.71
			WATER DEPT FLOOR MATS	6.83
			WATER DEPT UNIFORMS	23.72
			WATER DEPT FLOOR MATS	6.83
		EZARD'S	PAINT TRAY, ROLLERS, BRUSH	34.83
			TOTAL:	27,151.56
Sewer	Sewer Fund	PURCELL TIRE & RUBBER CO	TIRES PW71	467.83
		MEEKS BUILDING CENTER	2X4S, SLEDGE	11.87
		EZARD'S	FASTENERS, DRILL BIT	27.97
			FASTENERS	9.72
			FASTENERS	5.34
			GALV NIPPLE	2.49
			BULBS, FASTENERS	18.34
			PAINT BRUSH	7.49
			FASTENERS,DRILL BIT, PILOT	29.72
		FASTENAL CO	5/8-11X2 1/2 FHSCS & FLNG	27.47
		FORKLIFTS OF CENTRAL MO INC	BLADE, PIN, WSHERS, SNAP R	1,136.19
		MO WATER & WASTEWATER CNF	MEMBERSHIPS 03/24/15-03/24	45.00
		MUNICIPAL EQUIPMENT CO	PUMPS SEE INV FOR SERIAL #	127,211.55
		NORTHERN SAFETY CO INC	COVERALLS	155.07
		O'REILLY AUTOMOTIVE STORES INC	MINI BULB, PLIERS	20.30
			GREASE, JACK, BATTRY, RTN	261.32
			RETURN JACK	94.10-
			SNAP RINGS	1.22
			HYD HOSES, MEGACRIMPS	21.90
		LAWSON PRODUCTS INC	BOLTS, NUTS, WASHERS	192.84
		CONSOLIDATED ELECTRICAL DISTR, INC	GALV STEEL, COND CONN, ELL	107.03
			ELL, COND STRAP, CONN	4.65
			GALV SLOTCHNL, COND	137.85
			GROUND ROD, CLAMP, COPPER	18.89
			URD-STEP HENS, KEYSTONE TI	203.83
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JAN FLOWS	39,675.29
		BUTLER SUPPLY CO	CONN, STRUT PIPE STRAPS	9.15
			ELLS	12.73
			COND	240.48
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXT SERVICE	83.00
		HD SUPPLY WATERWORKS LTD	PVC PIPE	3,374.00
			MARKING FLAGS & PAINT	80.46
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	45.51
			SEWER DEPT FLOOR MATS	6.83
			SEWER DEPT UNIFORMS	45.50
			SEWER DEPT FLOOR MATS	6.83
		CHASE CO INC	BIT, SPLINE 1X22"	109.95
			TOTAL:	173,721.51
Ambulance	Ambulance Fund	AIRGAS, INC	MEDICAL OXYGEN	59.29
		HEDRICK MOTIV WERKS LLC	FUSE M8	3.99
		ROBERT D KING MD LLC	MEDICAL DIRECTOR SERV	1,000.00
			TOTAL:	1,063.28
Lee C. Fine Airport	Lee C. Fine Airpor	MO PILOTS' ASSOCIATION	STATE AVIATION DAY 2015	100.00
		SIGNATURE SIGNS LLC	VEHICLE DECAL SIGNS	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	150.00
Grand Glaize Airport	Grand Glaize Airpo	MO PILOTS' ASSOCIATION	STATE AVIATION DAY 2015	100.00
		SIGNATURE SIGNS LLC	VEHICLE DECAL SIGNS	50.00
			TOTAL:	150.00

========== FUND TOTALS ==========		
10	General Fund	15,031.13
20	Transportation	31,573.94
30	Water Fund	27,154.56
35	Sewer Fund	173,721.51
40	Ambulance Fund	1,063.28
45	Lee C. Fine Airport Fund	150.00
47	Grand Glaize Airport Fund	150.00
	GRAND TOTAL:	248,844.42

TOTAL PAGES: 4

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach-mo.gov

✓ 1004

Planning Dept.: _____
Sewer Dept.: _____
License #.: _____

LIQUOR LICENSE APPLICATION

Date of Application: 2/24/15 Date Application Received: 2/24/15

Trade Name of Establishment: ~~CBros~~ MTJ IIC DBA CBROS

Mailing Address: PO Box 535 Osage Beach MO. 65065

Applicant Name: MTJ IIC Joshua Henry

(as it is to appear on license, if corporation, name of corporation and managing officer)

□ *Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with your application.*

□ *Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)*

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (**Includes Sunday Sales.**)	BPR
f. ___	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package **not to be consumed** on premises. **(Includes Sunday Sales.)**	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. **(Includes Sunday Sales.)**	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises. **(Includes Sunday Sales.)**	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. **(Includes Sunday Sales.)**	BWDRK2
m. __	300.00	Sunday Liquor Sales	LSUN
n. ___	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

Submission Date: February 23, 2015

Submitted By: Public Works Director

Board Meeting Date: March 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-20 - Construction Contract OB14-020 City of Osage Beach City Park Storm Repair – $30,000 Change Order

Names of Persons, Businesses, Organizations affected by this action:

Citizens of Osage Beach, contractors, material suppliers, and City Staff

Why is Board Action Required?

Board approval required for purchases and contracts over $5000.00

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 15.20.

Are there any deadlines associated with this action?

Yes. Staff would like to get project completed prior to spring rains.

Budget Line / Source of Funds

10-10-773278 Park Improvements

Comments and Recommendation of Department:

This Change Order is for the pond improvements, deleting the pond log boom, and adding infield repair material. The additional money is for dredging the pond. We originally looked at doing this work under a separate contract. The reason we looked at that was we anticipated additional grant funds to cover dredging the pond/removal of sediment. It is our understanding that there are very limited funds for this type of work. We looked into MDC (Missouri Department of Conservation) grants, EPA 319 Grants, LWCF (land water conservation fund) thru the Missouri Department of Natural Resources and others. It is possible to try to proceed with the 319 grants or the LWCF grants but the work would not be completed this year. We would go another year before the pond had water in it. We have come to the conclusion that we should just get the work done so that we can fill it and try to reestablish the aquatic life.

We are doing work on the pond in the current contract. We are removing and replacing the damaged gate. We repaired the pond embankment and removed the trees and other vegetation from the embankment. We would like to include the dredging in this contract.

We would like to complete this work on a time and material basis. We would like to create a $30,000 Force Account for this work. We will have an inspector onsite during this work to keep track of time and money. We will look at removal of the material. We will try to keep some of it in the pond by creating an island or peninsula concept. This way the material does not need to be hauled off.

We have talked with the contractor about this and they are willing to accommodate or needs.

The Public Works Department recommends approval of this ordinance.

City Administrator's Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-20 ORDINANCE NO. 15.20

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 14.45 AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH HUTCHINS TELECOM, INC FOR THE CITY STORM DAMAGE REPAIRS AT THE OSAGE BEACH CITY PARK 2014 PROJECT IN THE ADDITIONAL AMOUNT OF $30,000.00

WHEREAS, this modification is for additional work to complete the City Storm Damage Repairs at the Osage Beach City Park. This Contract Modification is for improvements to the pond. This Ordinance will approve additional work under the Osage Beach City Park Storm Damage Repairs project in the amount of $30,000.

THEREFORE, 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 with Hutchins Telecom, Inc. substantially under the terms set forth in the attached Change Order No. 2 for the City Park Storm Damage Repairs Project marked ("Exhibit A").

Total expenditures or liability authorized under this City Park Storm Damage Repairs Project shall not exceed Two Hundred Sixty Thousand Sixty-Six Dollars and Forty-Five Cents ($260,066.45).

Section 2. In all other respects Ordinance No. 14.45 remains in full force and effect.

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

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

READ FIRST TIME: _____ READ SECOND TIME_____

I hereby certify that the above Ordinance No. 15.20 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 her signature.

_____ _____

Date Diann Warner, City Clerk

Approved as to form:

_____
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.20.

_____
Penny Lyons, Mayor

_____
Date

ATTEST:

_____
Diann Warner, City Clerk

Change Order No. 2

Date of Issuance: Feb 23, 2015 | Effective Date:

Owner: City of Osage Beach, Missouri

Contractor: Hutchings Telecom, LLC | **Contractor's Project No.:**

Engineer: HDR, Inc. | Engineer's Project No.: 224693

Project: City Park Storm Repair | Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

1) Remove item #24 floating debris boom from the original contract price ($26,000.00).
2) Add item #29 select infield material and placement to the contract price ($19,843.25), see the attached *Price Breakdown to Repair Infield Surface*.
3) Add item #30 for pond sediment excavation. This work will be performed as a force account with a maximum not to exceed $36,156.75.00.
4) Update the substantial completion date to reflect the winter shutdown.
5) Update the ready for final payment to reflect the winter shutdown.

Winter shutdown period: November 27, 2014 through March 15, 2015

Contractor will resume work on March 16, 2015

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 227,932.00	Original Contract Times: Substantial Completion: October 13, 2014 Ready for Final Payment: February 10, 2015 days or dates
Increase from previously approved Change Orders No. 1 to No. 1 : $ 2,134.45	Increase from previously approved Change Orders No. 1 to No. 1 : Substantial Completion: January 11, 2015 Ready for Final Payment: February 10, 2015 days
Contract Price prior to this Change Order: $ 230,066.45	Contract Times prior to this Change Order: Substantial Completion: January 11, 2015 Ready for Final Payment: February 10, 2015 days or dates
Increase of this Change Order: $ 30,000	Increase of this Change Order:109 calendar days Substantial Completion: April 30, 2015 Ready for Final Payment: May 30, 2015 days or dates
Contract Price incorporating this Change Order: $ 260,066.45	Contract Times with all approved Change Orders: Substantial Completion: April 30, 2015 Ready for Final Payment: May 30, 2015 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____

Date: _____ Date _____ Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Price Breakdown to Repair Infield Surface

Laser Grading and Amending Capital Sand Mix with Dura Edge Classic (elevate approx. 2")

Material:

Dura Edge Classic	50 tons	$8,000.00
Capital Sand Mix	100 tons	$3,000.00

Labor:

Labor for Grading and Installation Service		$6,000.00
	subtotal:	$17,000.00
	profit/overhead (15%)	$2,550.00
	subtotal:	$19,550.00
	bond (1.5%)	$293.25
	Total:	$19,843.25

Submission Date: February 26, 2015

Submitted By: Public Works Director

Board Meeting Date: March 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-21 – Memorandum of Understanding with Lake Regional Health System

Names of Persons, Businesses, Organizations affected by this action:

Citizens of Osage Beach, staff

Why is Board Action Required?

Board approval required for purchases and contracts over $5,000

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 15.21

Are there any deadlines associated with this action?

Yes. We would like to get this approved before proceeding with the proposed changes in the design of Nichols Road.

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

We are currently working on the MOU and hope to have it finalized before the Board of Aldermen Meeting.

We are currently under design for the improvements on Nichols Road. We need property from some of the adjacent land owners. We have been working with Lake Regional Health System and Lake Regional Imaging Partners on this project. This Memorandum

of Understanding is the first step in the process of obtaining the needed land for this project. The proposed project will redesign the curve near Lake Regional Imaging Center. This will require the removal of some parking spaces. The proposed design also will move a few driveway entrances to better improve site distances. We are proposing to remove and repave their entrances since we are moving them, remove and relocate their signage, and other improvements due to the changes in the roadway.

One other issue that is included is the driveway coming off of the round-a-bout. There is a new driveway for Lake Regional Health System. They will be building this driveway.

City Administrator Comments and Recommendation:

At the time of packet distribution the ordinance and actual MOU document weren't complete. As soon as these documents are complete they will be forwarded to the Board. Concur with the Public Works Director's recommendation.

Submission Date: 2/28/15

Submitted By: Public Works Director

Board Meeting Date: 3/05/15

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-22 – Full Service Odor Control Program with Evoqua Water Technologies LLC

Names of Persons, Businesses, Organizations affected by this action:

Citizens, visitors, staff

Why is Board Action Required?

Board approval required for purchases and contracts over $5,000

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 15.22

Are there any deadlines associated with this action?

Yes. We would like to have this completed as soon as possible to get the equipment in place before Memorial Day.

Budget Line / Source of Funds

35-00-743300 Repair of System
35-00-762700 Odor Control

Comments and Recommendation of Department:

This is a new contract with our current odor control system provider, Evoqua Water Technologies. This contract is a result of the pilot program that was completed in 2014. (See attached Memo) This contract provides for a new carbon filter to be installed at Sands Pump Station site, updates chemical pricing, provides for a new chemical feed system to be installed at KK-1-14 pump station/equalization basin and a portable

chemical feed system, installation of odalogs to be install at 5 different locations (KK 4-9 Tan-Tar-A, KK1-14, LS 53-1 Sycamore Creek, Sands and Rockway) for continuous monitoring of hydrogen sulfide gas, and the purchase of a new blower to be installed at Sands Pump Station.

The odalogs will be connected to the Public Works SCADA system so that access to real time data can be achieved. This will allow Public Works staff to be able to make changes to odor control treatment processes faster to address nuisance odors. The carbon filter will replace the aging chemical scrubber at Sands.

The total contract amount is approximately $117,953.10, due to the estimated amount of chemical usage. The account breakdown is as follows:

35-00-743300 Repair of System - $8,979.10
35-00-762700 Odor Control - $108,974.00

City Administrator Comments and Recommendation:

The Odor Control line item is budgeted at $106,000 for FY2015, however, the contract expenditures of the Odor Control portion begin April 1st, therefore, FY2015 is not anticipated to be over budget in regards to this contract.

Concur with the Public Works Director's recommendation.

BILL NO. 15-22 ORDINANCE NO. 15.22

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC TO PROVIDE UPGRADES TO THE CITY'S ODOR CONTROL SYSTEM

WHEREAS, The Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Evoqua Water Technologies, LLC to provide upgrades to the City's Odor Control System:

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 Evoqua Water Technologies, LLC to provide services as indicated on the attached contract titled City of Osage Beach Full Service Odor Control Program ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed One Hundred Seventeen Thousand Nine Hundred Fifty Three Dollars and Ten Cents ($117,953.10).

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

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

READ FIRST TIME: _____ READ SECOND TIME_____

I hereby certify that the above Ordinance No. 15.22 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 her signature.

_____ _____

Date Diann Warner, City Clerk

Approved as to form:

_____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.22.

_____
Penny Lyons, Mayor

_____
Date

ATTEST:

_____
Diann Warner, City Clerk

EVOQUA
WATER TECHNOLOGIES

February 26, 2015

Eric Hibdon
City of Osage Beach
5757 Chapel Drive
Osage Beach, MO 65065
Phone: (573) 302-2020
Fax: (573) 302-2043
Email: ehibdon@osagebeach.org

RE: CITY OF OSAGE BEACH FULL SERVICE ODOR CONTROL℠ PROGRAM

Thank you for your choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua is pleased to offer the following Full Service Odor Control℠ Program to the City of Osage Beach. This Full Service Odor Control℠ Program includes three separate sections.

SECTION 1.0 LIQUID PHASE ODOR CONTROL PROGRAM
Evoqua Quote No. Q150122JG1

SECTION 2.0 PASSIVE CARBON RENTAL AND SERVICE CONTRACT (FB1000)
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150120JG2a

SECTION 3.0 BLOWER FAN AND CONTROLS
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150224JK1

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow Evoqua to assist you in an odor control program. If you have any questions or need additional information, please contact me at (618) 616-1552.

Evoqua Water Technologies LLC

Mark McGuire

Mark McGuire
Sales Representative, Municipal Services

Cc: Nick Edelman, Email: nedelman@osagebeach.org

CITY OF OSAGE BEACH FULL SERVICE ODOR CONTROL℠ PROGRAM
EVOQUA WATER TECHNOLOGIES LLC

ACCEPTANCE OF PROPOSAL

SECTION 1.0 LIQUID PHASE ODOR CONTROL PROGRAM
Evoqua Quote No. Q150122JG1
Confirm Acceptance by initialing: ____

SECTION 2.0 PASSIVE CARBON RENTAL AND SERVICE CONTRACT (FB1000)
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150120JG2a
Confirm Acceptance by initialing: ____

SECTION 3.0 BLOWER FAN AND CONTROLS
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150224JK1
Confirm Acceptance by initialing: ____

Evoqua Water Technologies LLC will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@Evoqua.com or via fax to: (941) 359-7985.

If your company issues a system generated Purchase Order document with PO#, please sign and return this letter with PO# entered along with a copy of your PO document.

Please return the proposal, signed where indicated and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

PO#:_____

Your signature represents acceptance of the above Quote.

Company name: _____

Authorized representative Signature:_____

Authorized representative Print Name:_____

Title _____ Tel:_____

Date _____

CITY OF OSAGE BEACH FULL SERVICE ODOR CONTROL℠ PROGRAM
EVOQUA WATER TECHNOLOGIES LLC

SECTION 1.0 LIQUID PHASE ODOR CONTROL PROGRAM
Evoqua Quote No. Q150122JG1

Thank you for your choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua is pleased to offer the following Full Service Odor Control℠ Program to the City of Osage Beach.

Evoqua is a well-established supplier of odor control products and services. Evoqua personnel are experienced in the application and handling of odor control products, many with over 20 years of experience. Evoqua Full Service Odor Control℠ programs also include a level of service and commitment we believe is unmatched by any other company in the country.

1. SCOPE OF SERVICES

1.1 Liquid Phase Odor Control Solutions

Evoqua shall provide a supply of Liquid Phase Odor Control Technologies.

a. Bioxide® Solution in minimum 3500 gallon loads

b. Odophos® Plus CL Solution in minimum 3500 gallon loads

c. This program may be extended to include additional Liquid Phase Odor Control Technologies by mutual agreement between the program provider and the City.

1.2 Liquid Phase Odor Control Equipment

Location: Lift Station KK 1-14
Lift Station KK 1-14 collects flow from the Tan-Tar-a resort and surrounding lake area on the farther reaches of west side of the system. From here, it travels and collects flow until reaching the Sands Pump Station where odors are a major issue if left untreated. During a demonstration in the summer of 2014, it was determined that by adding Bioxide® at this location had a profound effect upon the odor at Sands Pump Station. For this reason, a permanent feed site will be established to facilitate this control.

MAJOR SYSTEM COMPONENTS

Quantity	Item
1-	4,250 Nominal Gallon Black, High Density Cross Linked Polyethylene Chemical Storage Tank, (12' Diameter, 7' Tall, Specific Gravity 1.65)
1-	Complete Heated Stainless Steel Control and Calibration Unit to Independently Control Two Feed Pumps. The Control Unit shall consist of:
2-	24-Hour Time Clocks
1-	316 SS Control Enclosure
1-	15 Amp Circuit Breaker, 115 volt
2-	Thermostatically Controlled Heaters
1-	Ground Fault Convenience Receptacle
5-	On/Off Switches with LED Indicator Lights
1-	Calibration Cylinder with Flow Control Valves

2- M-15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12 to 120 ml/min and a maximum discharge pressure of 40 psi.

1 Single Wall Piping Kit shall consist of:

(40 ft) ½" Schedule 80 PVC Pipe
(1) 2" Stainless Steel Male Camlock
(1) 2" Polyethylene Female Camlock Cap
(1) 2" Schedule 80 PVC Tank Fill Piping

1 Installation Complete

REQUIREMENTS OF THE CITY

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment and utility and control tie-ins:

- Tank off loading and placement assistance
- 115V and 20amp power source for dosing controller
- Access to exposed wetwell
- 12'x12' prepared level surface for site installation for dosing system
- Site security
- Discharge feed line trenching as required

Location: Trailer Mounted Storage and Feed System at Falls Street Manhole
The Falls Street Manhole addresses flow in a tributary line that flows into the bulk flow being treated by the odor control addition at the KK 1-14 Lift Station. During a demonstration in the summer of 2014, it was determined that by adding Bioxide® at this location had a profound effect upon the odor at Sands Pump Station. Evoqua is continuing to work with the City to determine a permanent location to feed this tributary. From here, it travels and collects flow until reaching the Sands Pump Station where odors are a major issue if left untreated. Until a permanent location can be found, Evoqua will continue to feed from this location using the trailer-mounted system.

MAJOR SYSTEM COMPONENTS

Quantity Item

1 - Trailer

1- 550 Gallon PPC, High Density Cross Linked Polyethylene Chemical Storage Tank, (4' Diameter, 6' 7" Tall)

1- Complete Heated Stainless Steel Control and Calibration Unit to Independently Control Two Feed Pumps. The Control Unit shall consist of:

2- 24-Hour Time Clocks
1- 316 SS Control Enclosure
2- 15 Amp Circuit Breaker, 115 volt
2- Thermostatically Controlled Heaters
1- Ground Fault Convenience Receptacle
5- On/Off Switches with LED Indicator Lights
2- Calibration Cylinder with Flow Control Valves

2- M-15907-001 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 5 to 50 ml/min and a maximum discharge pressure of 40 psi.

1 Single Wall Piping Kit shall consist of:

(40 ft) ½" Schedule 80 PVC Pipe
(1) 2" Stainless Steel Male Camlock
(1) 2" Polyethylene Female Camlock Cap
(1) 2" Schedule 80 PVC Tank Fill Piping

1.3 Vaporlink® Hydrogen Sulfide Monitoring Equipment

Evoqua has the capability to employ remote hydrogen sulfide monitoring. Hydrogen sulfide data is downloaded once per day from a remote device by cellular communications to a server. Data may also be made available via a 4-20 mA signal. Hardware can also be prompted through the internet to initiate a download such that up to the minute performance data is available at any time. Remote monitoring can provide the following benefits.

1. Optimized product dosage by remote adjustment.
2. Alarm emails can be generated for high loading
3. Better odor control performance with real time feedback of H_2S data
4. Remote availability of information
5. Less travel time to download H_2S data loggers
6. Less time involved to calibrate H_2S monitors

VaporLink® Hydrogen Sulfide Monitoring Equipment Installation Locations:

- Lift Station KK 49 (Tan-Tar-a)
- Lift Station KK 1-14
- Lift Station 53-1 (Dude Ranch)
- Lift Stations Sands – Currently in operation
- Lift Station Rockaway

MAJOR SYSTEM COMPONENTS (Each location)

Quantity Item

1- VaporLink® web accessible hydrogen sulfide monitor. This unit shall consist of:

1- VaporLink® Monitor
1- Antenna Assembly
1- Annual Web Service Agreement

1 - Installation Complete

REQUIREMENTS OF THE CITY

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment:

- Access to Wetwell or manhole structure
- Site security

1.4 Preventative Maintenance and Monitoring Services for Chemical Feed Systems

An Evoqua service technician will visit the odor control feed sites monthly to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written

report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Check the equipment for proper operation
- Perform sulfide sampling at the control point.
- Perform scheduled preventative maintenance on equipment. This shall include an allowance of up to $100 a month for misc. parts and appurtances. Replacement parts greater than $100 will replaced on a parts quote basis.
- Submit a written report outlining services and observations during the routine service visit.
- Provide emergency service to the dosing equipment.

1.5 Odor Control Program Goals

The odor control program is designed to achieve the following goals at the designated control points:

Feed Location	Sample Location	Treatment Objective			
		Dissolved (mg/L)		Atmospheric (PPM)	
		Max Daily Average	Max Daily Peak	Max Daily Average	Max Daily Peak
LS 49 (Tan Tar- A)	LS 39-1	<0.3	<0.5	10	20
LS KK1-14	LS Sands	<0.3	<0.5	10	20
Falls Street	LS Sands	<0.3	<0.5	10	20
Dude Ranch	LS 53-1	<0.3	<0.5	10	20
HWY 29	LS 29-5	<0.3	<0.5	10	20

These values may subject to change based upon changes in various treatment process and objectives which will be mutually agreed upon by both parties.

2. TIMING

Evoqua can begin the program within 2-4 weeks of authorization to proceed after Evoqua contract and credit approval and depending on scheduling.

3. PRICE

Evoqua Water Technologies LLC is pleased to offer the following price for chemicals and services for a five (5) year period. Initial pricing is valid for one (1) year from date contract acceptance. Price changes will be mutually agreed upon by both parties. Scope of work and supply in the agreement is subject to the City appropriating funds during each budget cycle.

Bioxide® Solution:	$2.90/gallon FOB delivered in minimum 3500 gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. These prices do not include *any* applicable taxes.
Odophos® Plus CL Solution:	$2.50/gallon FOB delivered in minimum 3500 gallon bulk loads. All deliveries require 5-7 business days notice from receipt of purchase order. These prices do not include *any* applicable taxes
Monthly Service Fee:	$450.^{00} per month
De-Mobilization Fee:	$1,500 per feed site
	$100 per equipment monitored site

ANNUAL PROGRAM COST: $85,000 per year
Annual program cost is based on an estimated usage rate of 10,277 gallons of Bioxide® Technology and 19,759 gallons of Odophos® Plus CL Technology.

Terms of payment are NET 30 days from date of invoice. These prices do not include *any* applicable taxes.

The attached Evoqua Water Technologies LLC/City of Osage Beach Terms and Conditions are considered part of this proposal and shall prevail.

The price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

CITY OF OSAGE BEACH FULL SERVICE ODOR CONTROL[sm] PROGRAM
EVOQUA WATER TECHNOLOGIES LLC

SECTION 2.0 PASSIVE CARBON RENTAL AND SERVICE CONTRACT (FB1000)
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150120JG2a

Evoqua Water Technologies LLC would like to offer a proposal for the rental of a FB1000 passive carbon adsorber for odor control at the Sands LS. Evoqua equipment rental is a full service option providing the City of Osage Beach with system operation, performance evaluation, maintenance, repair, and odor complaint response.

Details of the proposed service program are as follows:

- Evoqua will visit the site at least once per month to check the operating parameters and perform routine maintenance to ensure the system is operating within the design conditions. Any necessary process adjustments will be made and will be followed up as needed with no additional charge for visits.
- Evoqua will provide repair or replacement of any malfunctioning parts/components within 48 hours of finding an equipment problem.
- Evoqua will troubleshoot odor problems (i.e., complaints) within 24 hours and correct any malfunctions in the treatment system.
- Evoqua will include data for this site on a monthly report.
- Evoqua shall provide one (1) carbon change out annually; additional media replacements shall be quoted on a per occurrence basis.
- **The City of Osage Beach** shall provide, at all times, adequate and necessary security, electricity, vapor and water supply for each unit.
- **The City of Osage Beach** shall provide for disposal of media when exhausted and no longer useful.
- **The City of Osage Beach** shall provide all 8" PVC ducting and duct supports to connect to the adsorber.
- **The City of Osage Beach** shall provide the motive means for air to the adsorber. It is recommended that the blower be corrosion resistant, with a 900CFM capacity, and capable of a pressure drop of 10" W.C.

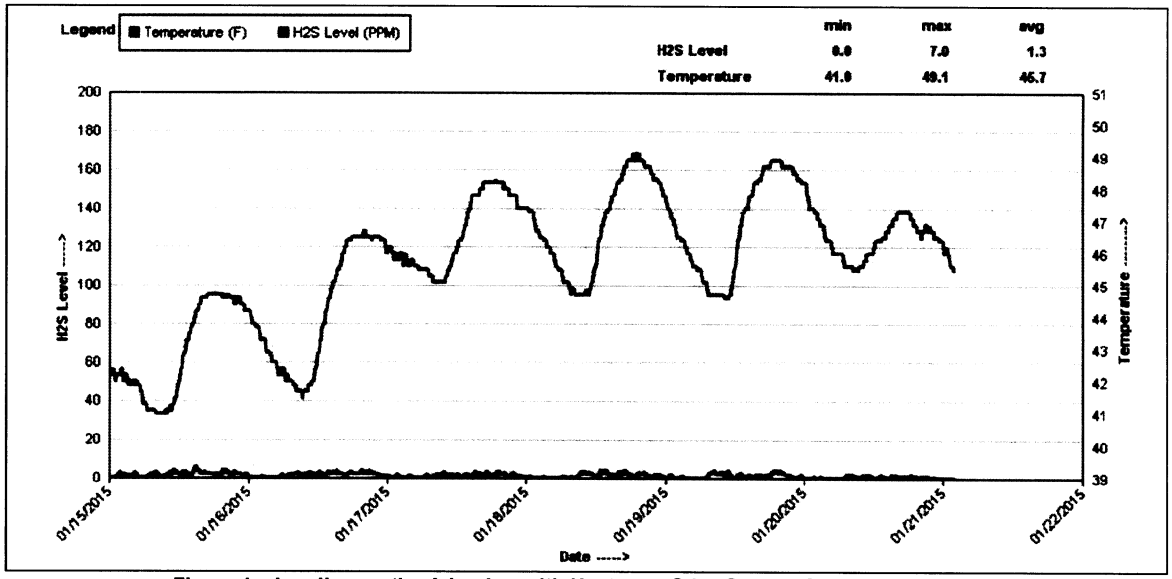


Figure 1 – Loading on the Adsorber with Upstream Odor Control Chemical Treatment

A description of the system and corresponding price follows:

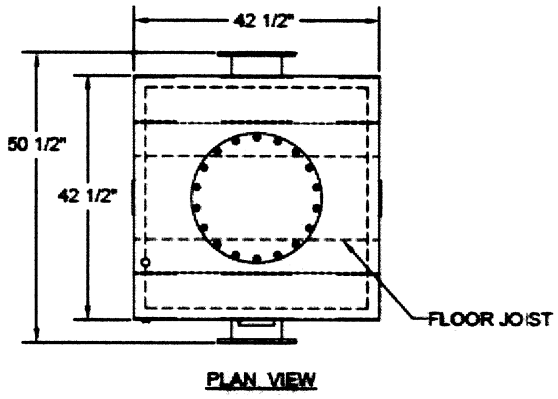
Site Name	System Type	Design Air Flow (cfm)	Design Avg./Peak H_2S (ppm)	Price per month	Mobilization Fee
Sands LS	FB1000	900	10/50	$1,771	$2,722

Terms of payment are NET 30 days from date of invoice. These prices do not include *any* applicable taxes.

- Equipment specifications are summarized in Table 1

Item	Description	
1.	Expected Hydrogen Sulfide Loading	<10 PPM average
2.	Weight	~2,050 lbs.
3.	Footprint	42" x 51"
4.	Fan sizing	Minimum 900 CFM (not provided by Evoqua)
5.	Instrumentation	n/a
6.	Rental Period	5 years

Table 1 – Equipment Summary – FB1000



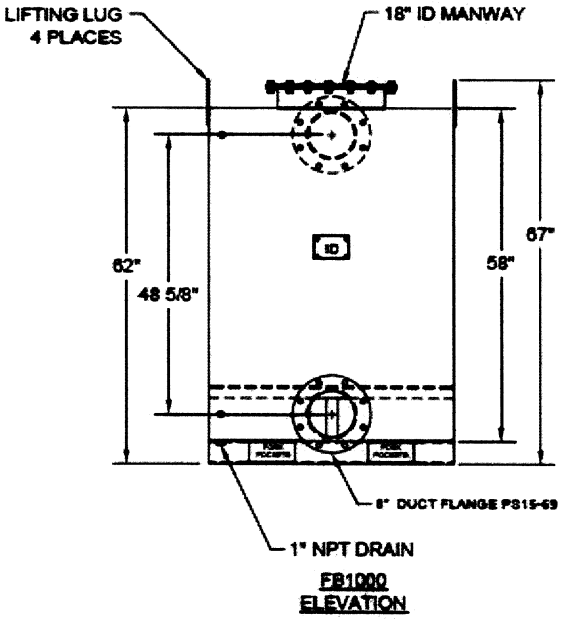


Figure 2 – FB1000 Layout Drawing

Media Change

An estimated maximum average daily loading of 10 ppmv of hydrogen sulfide is expected based on seasonal conditions as measured by Evoqua media life is expected to last 12 months based on this loading. Evoqua shall replace media on an annual basis as part of this service contract. Should additional change outs per year be required due to higher loadings, the change outs shall be quoted separately.

Hydrogen sulfide loading shall be reported to the City on a periodic basis. If hydrogen sulfide loading exceeds estimated loading, Evoqua shall request an adjustment to the contract to provide for more frequent media change.

EQUIPMENT SERVICE CONTRACT

Evoqua (herein called Seller), hereby proposes to rent to the **City of Osage Beach** (hereinafter called Customer), and Customer hereby agrees to receive from Seller, and pay for the following products in the quantities, at times, at price, and upon the terms and conditions stated. Any equipment furnished to remain the property of Seller at all times.

PRODUCT:	Model **FB1000** Odor Control System.
QUANTITY:	One complete system as detailed in **Attachment A**.
SERVICE:	Equipment, monthly maintenance, replacement parts, emergency response, installation, operation and safety training.
LOADING:	The average loading was measured at a maximum of **1.3** ppmv hydrogen sulfide, while odor control chemical was fed upstream. The loading on the unit shall be controlled to a maximum daily average of less than 10 ppmv hydrogen sulfide through the use of upstream chemical treatment. This contract value may be recalculated if hydrogen sulfide significantly increases over the contract period.
DESTINATION:	Sands LS, Osage Beach MO
PERIOD:	**5** years, renewable by mutual consent.
PRICE:	**$1,771** per month. Mobilization Fee - $**2,722** Estimated Media replacement - **$2,750 – Quote upon request** De-Mobilization Fee - **$2,750**

TERMS OF PAYMENT: Net within 30-days from date of all invoices.

This price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Evoqua Water Technologies LLC/City of Osage Beach Terms and Conditions are considered part of this proposal and shall prevail.

Seller shall make available to Customer a Material Safety Data Sheet (MSDS) which sets forth information concerning the material and describes certain precautions to be taken in the handling and storage of same. Customer shall be responsible for knowing all such information and precautions disclosed in said MSDS and conveying same to users of the material.

ATTACHMENT A

SCOPE OF WORK

The following equipment and services are included in our scope of work. Evoqua FB1000 is completely pre-assembled, pre-wired, and shipped as a single package. This system is suitable for outdoor installation in a non-hazardous location.

EQUIPMENT TO INCLUDE:

No.	Description	Qty.
1.	Fan Outlet/Vessel Inlet Transition	1
2.	HDPE, Odor Control Module, including:	1
	• Midas® Media for treatment of Inorganic Odors (H_2S)	675lbs
	• VoCarb® 36C Media for treatment of Inorganic/Organic Odors	325lbs
	• Access Manways, Removable Top, Drain	
3.	Exhaust Stack	1
4.	FOB Factory with full freight allowed to Job Site	Included
5.	Equipment Footprint (42" in length by 51" in width)	

CITY OF OSAGE BEACH FULL SERVICE ODOR CONTROL[sm] PROGRAM
EVOQUA WATER TECHNOLOGIES LLC

SECTION 3.0 BLOWER FAN AND CONTROLS
SANDS LIFT STATION: OSAGE BEACH, MO
Evoqua Quote No. Q150224JK1

Thank you for choosing Evoqua Water Technologies Inc. for your parts supply needs. Evoqua is pleased to offer you the following proposal for your requested parts.

1. **New York Blower 174 LS Series 20 GI:** With assorted Stainless parts: $7,370.35
2. **Powerflex 40-5.5 VFD with line load reactor:** $1,608.75

Grand Total: $8,979.10

Terms of payment are NET 30 days from date of invoice. These prices do not include *any* applicable taxes.

The price associated with this quote will remain in effect for a period of 90 days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Evoqua Water Technologies LLC/City of Osage Beach Terms and Conditions are considered part of this proposal and shall prevail.

Thank you again for the opportunity to allow Evoqua to quote Osage Beach with your parts needs.

Evoqua Water Technologies LLC, Municipal Services - City of Osage Beach, MO - Terms and Conditions

1. Applicable Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Seller (the "Seller's Documentation"), comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents, unless separately signed by Seller. Whether the terms set forth herein are included in an offer, acceptance or acknowledgment by Seller, such offer, acceptance or acknowledgment is conditioned on Customer's assent to these terms. Seller rejects all additional or different terms in any of Customer's forms or documents. The Agreement governs the scope of work set forth in Seller's Documentation. For the purposes of this Agreement, goods shall include equipment, leased equipment and media goods (collectively, the "Goods").

2. Payment. Customer shall pay Seller the full fee as set forth in Seller's Documentation. Seller's price does not include, and Seller shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed in Seller's Documentation or otherwise by Seller in writing. If Seller is required to pay any such charges, Customer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

3. Scope of Services. Seller shall provide the Goods and services specifically described in Seller's Documentation during normal business hours, unless otherwise specified in Seller's Documentation. Performance by Seller that is requested or required by the Customer outside of these hours will be charged at Seller's then current schedule of rates and will be in addition to the charges outlined in Seller's Documentation. Where the Customer requests additional Goods or services which are outside of the scope of work itemized in Seller's Documentation, Seller may provide those Goods and services at standard time and material rates and conditions then in effect.

4. Ownership of Materials. All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the provision of Goods and services hereunder, and all related intellectual property rights, shall remain Seller's property

5. Changes. Seller shall not implement any changes in the scope described in Seller's Documentation unless Customer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

6. Warranty. Seller warrants to Customer that the Goods shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and services shall be performed in a good and workmanlike manner. The foregoing warranty shall not apply to any Goods that are specified or otherwise demanded by Customer and are not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Customer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Customer under warranty, tort or any other legal theory. Customer's service warranty is ninety days from the date of the service provided. If Customer is purchasing Goods from Seller then Seller's warranty period for Goods (except for media goods) is the earlier of one year from acceptance or eighteen months from delivery. In the event of a warranty claim, Seller shall, at its sole option and as Customer's sole and exclusive remedy, repeat the service at its own expense, repair or replace the affected parts or refund the price paid to Seller therefor. If Seller determines that any warranty claim is not, in fact, covered by this warranty, Customer shall pay Seller its then customary charges for any additionally required Goods or service. Seller's warranty is conditioned on Customer (a) operating and maintaining the Goods in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (a) media goods (such as, but not limited to, granular activated carbon media) once such media goods are installed and testing proves material conformance to Seller's Documentation; (b) damage caused by chemical action or abrasive material or misuse which has damaged the equipment serviced; and (c) improper installation (unless installed by Seller). THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES THEREFOR. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

7. Indemnity. Seller shall indemnify, defend and hold Customer harmless from any claim, cause of action or liability incurred by Customer as a result of third party claims for personal injury, death or damage to tangible property to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Customer (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

8. Force Majeure. Under no circumstances shall either Seller or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.

9. Cancellation. Either party may terminate the scope of work specified in Seller's Documentation by providing 30 days notice sufficient to avoid costs incurred by the other party. If Customer cancels or suspends any such scope of work for any reason other than Seller's breach, Customer shall pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE GOODS AND/OR SERVICES SHALL NOT EXCEED $1,000,000.00 TO SELLER THERFOR. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Leased Equipment. Any leased equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Leased Equipment as provided herein. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Leased Equipment in good and efficient working order. Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to Seller for removal. Customer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Customer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions.

Submission Date: **February 24, 2015**

Submitted By: City Attorney

Board Meeting Date: **March 5, 2015**

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution 2015-01 – To describe the intent of the Board of Aldermen, when the city is presented with a request to use any other existing or newly created economic development tools redirecting abating or imposing taxes which is not directly addressed by an existing city policy, to adhere to the format, guidelines, cost deposits, timetables and general values and approach set out in the Community Development District Policy adopted May 16, 2013.

Names of Persons, Businesses, Organizations affected by this action:

Citizens of Osage Beach, developers, staff, other governmental entities

Why is Board Action Required?

Board approval required for a Resolution.

Type of Action Requested (Ordinance, Resolution, Motion):

Resolution

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

This Resolution will provide developers and staff guidance in the event that a developer approaches the City with a proposal not directly addressed by an existing policy on Tax

Increment Financing, Neighborhood Improvement Districts or Community Improvement Districts. It will make our reaction to such a proposal and the process of evaluating proposal for development assistance consistent in approach and application.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

RESOLUTION 2015-01

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH DIRECTING STAFF THAT WHEN THE CITY IS PRESENTED WITH A REQUEST TO USE ANY OTHER EXISTING OR NEWLY CREATED ECONOMIC DEVELOPMENT TOOLS REDIRECTING, ABATING OR IMPOSING TAXES, WHICH IS NOT DIRECTLY ADDRESSED BY AN EXISTING CITY POLICY; THE STAFF SHALL FOLLOW THE FORMAT, GUIDELINES, COST DEPOSITS, TIMETABLES AND GENERAL VALUES AND APPROACH SET OUT IN THE COMMUNITY DEVELOPMENT DISTRICT POLICY ADOPTED MAY 16, 2013.

WHEREAS; attracting new economic development and supporting our existing business is a highest level priority of the Board of Aldermen and,

WHEREAS; the variety and complexity of the economic development tools and supporting statutes and regulation can make a through and complete analysis of any development proposal a daunting task for any municipality, and,

WHEREAS the Board of Aldermen understands the needs of the businesses community and real estate developers for a level playing field and the importance of a timely and complete response by the Board and city staff to any proposals and the Board understands that not all questions can be answered effectively in advance of a proposal, but wishing to communicate their approach and expectations for any development proposal using any development tool not otherwise addressed in a formal board policy:

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

1. THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH DIRECTS STAFF THAT, WHEN THE CITY IS PRESENTED WITH A REQUEST TO USE ANY OTHER EXISTING OR NEWLY CREATED ECONOMIC DEVELOPMENT TOOLS REDIRECTING, ABATING OR IMPOSING TAXES, WHICH IS NOT DIRECTLY ADDRESSED BY AN EXISTING CITY POLICY; THE STAFF SHALL FOLLOW THE FORMAT, GUIDELINES, COST DEPOSITS, TIMETABLES AND GENERAL VALUES AND APPROACH SET OUT IN THE COMMUNITY DEVELOPMENT DISTRICT POLICY ADOPTED MAY 16, 2013.

I hereby certify that Resolution 2015-01 was duly passed on _____by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstaining: Absent:

_____, 2015
Date

_____
Diann Warner

Approved as to form:

_____

Edward B. Rucker
City Attorney

Submission Date: 02/23/15

Submitted By: Public Works Director

Board Meeting Date: 03/05/15

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Mower with Boom attachment purchase for the Transportation Department

Names of Persons, Businesses, Organizations affected by this action:

Citizens, visitors, staff

Why is Board Action Required?

Board approval required for purchases and contracts over $5,000

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to purchase from Murphy Tractor

Are there any deadlines associated with this action?

No. Staff would like proceed as soon as possible.

Budget Line / Source of Funds

20-00-774255 Machinery & Equipment

Comments and Recommendation of Department:

This purchase is for a mower with boom attachment for the new John Deere Tractor that was recently approved. There was one bid in the amount of $20,434.00 from Murphy Tractor out of Springfield, MO. The budgeted amount is $70,000 which includes tractor with a brush hog attachment. Staff recommends the purchase be made from the Murphy Tractor in the amount of $40,434.00. This brings the total amount for the tractor and brush hog attachment at $69,532.19 which is under budget in the amount of $467.81.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

City of Osage Beach
IFB BID FORM
Mower with Boom

Diann Warner
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: MURPHY TRACTOR
Company Name
DATE SUBMITTED: 2-4-2015

Specifications, including warranty details – (attach additional sheets, brochure, and/or pictures (optional) for additional clarification):

Item	Quantity	Unit Price	Total
Mower with Boom	1	$20,434.00	$20,434.00
		Total	$20,434.00

Description of bidder's recent experience in providing the materials and services detailed in this IFB, references and/or any additional information relative in the ability to supply and/or perform stated materials and/or services – (attach additional sheet(s) if necessary):
Ozark County 2 Boom Mowers Greg Donley 417683-0607

Pursuant to and in accordance with the above stated IFB, the undersigned hereby declares that they have examined the IFB documents and specifications for the Mower with Boom IFB. The undersigned proposes and agrees, if their bid is accepted, to furnish the materials and services described in the IFB documents.

Company MURPHY TRACTOR By _____
(Authorized Representative)

Address 1401 S HIGHWAY MM
SPRINGFIELD, MO 65802
KALE ADAM
(Print or type name and title)

Phone 417 8631000 Email cyoung@ murphytractor.com

FAX 417 864-7577 Date 2-4-2015