



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
June 18, 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 06/04/15 (Page 01)
- Bills List (Page 07)
- Liquor Licenses (Page 26)

UNFINISHED BUSINESS

- A. Bill No. 15-50. Dogwood Hills Golf Course, Voluntary Annexation. Second Reading (Page 27)

NEW BUSINESS

- A. 2014 Audit. Williams Keepers C.P.A.'s
- B. Resolution 2015.04. Authorize Mayor to Execute Power of Attorney to Allow Purchase of Controlled Substances for use on City Ambulances. (Page 28)
- C. Bill No. 15-51. Amendment to Nuisance Ordinance. Abandoned Refrigerators and Other Airtight or Semi-Airtight Containers. First Reading (Page 33)
- D. Bill No. 15-52. Authorize Mayor to Execute Engineering Contract AEOB15-012 Master Agreement with Task Order for Sands/Rockway Low Flow Improvements. First and Second Readings (Page 36)
- E. Bill No. 15-53. Amendment to Wireless Communication Infrastructure. Acknowledging State and Federal Preemption in the Event of a Conflict. First Reading (Page 55)
- F. Bill No. 15-54. Authorize Mayor to Execute an Agreement with Intrado, Inc. to Provide 911 Telephone Services and Equipment. First and Second Readings (Page 58)
- G. Bill No. 15-55. 2015 Budget Amendment. Engineering Services. First and Second Readings (Page 72)
- H. Authorize Agreement for Tow Truck Operators. (Page 75)
- I. Lee C. Fine Memorial Airport Parallel Taxiway Project Grant Application (Page 82)
- J. Authorize Well Plugging Grant to Cap Existing Well Near Ledges Condos (Page 84)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION: 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.

UNAPPROVED

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

June 4, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, June 4, 2015, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Diann Warner, City Clerk, was present and performed the duties of that office.

Citizens Communications.

Gary Mitchell, President of Arrowhead Development Group apologized that the land planners omitted a connection to Nichols Road on the Arrowhead Centre TIF map. He added that he has a plan to show how the existing road will connect. Mr. Mitchell said the TIF Commission will be notified of the change to the map and a press release will be sent out soon.

Danna Kahrs, Sycamore Creek, said that her husband had been told the TIF map was accurate and she wanted assurance that the road would not be changed. Mayor Lyons explained that Nichols Road is a City road and it will not be changed unless the City changes it.

Consent Agenda.

Alderman Rucker moved to approve the consent agenda which includes minutes of the special meeting held on May 19, 2015, minutes of the regular meeting held on May 21, 2015 and the bills list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Bid Award. Workers Compensation Insurance

City Administrator Jeana Woods introduced Mike Ottsen from J.W. Terrill. She said bids for worker's compensation insurance were solicited and two bidders responded. At the last meeting, Mrs. Woods said board members were asked to submit questions so that Mr. Ottsen would be prepared to answer them at this meeting.

Alderman Jeff Bethurem made the following statement:

"As I disclosed to you at the last meeting, I work at Golden Rule Insurance which has a bid in on this coverage. I did not participate in the bid and do not have any part of that business. I did raise questions about these issues in terms of our process, the consultant's recommendations and how we handle insurance purchases in general. Tonight, because of the Golden Rule bid, I am going to save the rest of my questions and input for the next time we hire a consultant and send out requests for bids for insurance".

UNAPPROVED

Mr. Ottsen answered several questions regarding the bid submitted by Golden Rule. He explained that four criteria were specified in the bid specifications; however Golden Rule only addressed one. He explained that it was important to the City to make sure the same level of service would be provided that MPR is currently providing. Mr. Ottsen explained there are many components that go into developing a competitive bid and many tools are available to be competitive however he said he could not answer for Golden Rule.

Upon a question from Aldermen Rucker whether the City allowed sufficient time for insurance companies to develop a competitive bid, Mr. Ottsen responded in the affirmative.

Alderman Olivarri moved to award the bid for worker's compensation insurance to MPR. Alderman Schmitt seconded the motion. The following roll call vote was taken to award the bid for worker's compensation insurance to MPR: "Ayes": Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose. "Nays": None. "Abstain": Alderman Bethurem.

Public Hearing. Dogwood Hills Golf Course, Inc. Voluntary Annexation

City Planner Cary Patterson explained that Dogwood Hills Golf Course, Inc. is requesting annexation of two separately defined pieces of land, located on the corner of State Highway KK and Three Seasons Road, into the City of Osage Beach corporate limits. The subject property is currently vacant land that once was part of the Dogwood Hills Golf Club and is a part of the property being used for the proposed Arrowhead Centre TIF Development Project. The City must resolve that incorporating the requested annexation property is "reasonable and necessary" for the proper growth of the community.

It is important to assure that the City benefit from the annexation of any property. It is important that the City does not get into the practice of annexing property primarily for the immediate and direct benefit of the property itself.

This is a clear issue of a small piece of land that is associated with a proposed multi use development that the vast majority falls within the corporate limits and is involved in a separate public process. Because of the subject property's involvement in the TIF proposal, it is necessary to absorb it into the city limits.

Gary Mitchell was present to speak in favor of the annexation explaining that this was an oversight when the annexation of Dogwood Golf Course occurred several years ago. He said this annexation includes two small pieces of property; one at the corner of KK and Three Seasons Road and another located on Three Seasons Road.

No one was present to speak in opposition to the proposed voluntary annexation.

There being no further questions or comments, Mayor Lyons closed the public hearing.

Bill No. 15-47. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI COMPANY TO EXTEND THREE PHASE ELECTRIC SERVICE TO THE PUBLIC WORKS BUILDING

UNAPPROVED

Public Works Director Nick Edelman explained that this agreement with Ameren Missouri will extend 3-Phase Power Service to the Public Works Building. There will be no electric bill with this agreement for one year. The electric bill for the City last year was approximately \$6,500.

Mr. Edelman had estimated the costs to be \$40,000 and this contract is in the amount of \$35,375.04. He added the actual costs for the extension will be less than this since there will be no electric for one year. Once the project is completed a budget amendment will be brought to the Board.

The Public Works Department recommends approval of this ordinance for electrical service from Ameren Missouri.

Mayor Lyons presented the first reading of Bill No. 15-47 by title only. It was noted that Bill No. 15-47 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-47. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-47 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 15-47. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-47 and to pass same into ordinance: "Ayes:" Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker. "Nays": None. Bill No. 15-47 was passed and approved as Ordinance No. 15.47.

Bill No. 15-49. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II, STOP SIGNS, BY ESTABLISHING THE LOCATION OF A STOP SIGN AS INDICATED HEREIN

Public Works Director Nick Edelman explained he has received numerous requests for a stop sign to be installed on Yacht Club at the Three Seasons Road intersection. The location was reviewed by the Public Works Director and the Police Chief and they determined a stop sign is needed at that location because of the limited site distance. This intersection will be a two way stop with the traffic on Three Seasons heading north free flow.

The Public Works Department recommended approval of Bill No. 15-49.

Mayor Lyons presented the first reading of Bill No. 15-49 by title only. It was noted that Bill No. 15-49 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-49. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-49 by title only. Alderman Marose moved to approve the second and final reading of Bill No. 15-49. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-49 and to pass same into ordinance: "Ayes:" Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt. "Nays": None. Bill No. 15-49 was passed and approved as Ordinance No. 15.49.

UNAPPROVED

Bill No. 15.50. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

It was noted that if no objections are received within the fourteen days following the public hearing, the second reading of the annexation ordinance may be held.

Mayor Lyons presented the first reading of Bill No. 15-50 by title only. It was noted that Bill No. 15-50 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-50. Alderman Marose seconded the motion which was voted on and unanimously passed.

Communications from Members of the Board of Aldermen.

Alderman Schmitt. Ron Schmitt commended the Transportation Department for filling the potholes on Osage Beach Parkway from Hy-Vee going east.

Alderman Marose. Phyllis Marose thanked Gary Mitchell for correcting the map. She urged businesses to participate in the Veterans Parade in the fall. Alderman Marose asked that the City become a part of the program called *Discover More on 54*. City Administrator Jeana Woods explained that the City has registered to be a part of this program along with the city of Camdenton. She added that individual businesses may become a part of the program for a nominal fee.

Alderman Bethurem. Jeff Bethurem thanked the City Administrator and staff for always being so responsive. He also thanked Gary Mitchell for changing the map.

Alderman Olivarri. John Olivarri thanked Building Official Ron White and the Building Department for maintaining the appearance of City Hall with flowers and keeping the grass cut. He added that it looks very pretty.

Staff Communications.

City Attorney. Ed Rucker reported that the public hearing for the Arrowhead Tax Increment Financing Plan will be Wednesday, June 24, 2015 at City Hall at 6:00 p.m.

Police Department. Todd Davis reported that Officer Austin White will return to light duty on June 19.

Human Resources. Cindy Leigh reported that advertisements were posted for two communications positions and one police officer position.

There being no further business to come before the Board, the meeting adjourned at 7:08 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 June 4, 2015.

Minutes
Board of Aldermen

06/04/15
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UNAPPROVED

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
June 18, 2015**

Bills Paid Prior to Board Meeting	172,808.42
Payroll Paid Prior to Board Meeting	117,838.56
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	657,051.05
Total Expenses	<u>947,698.03</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	2,143.49
			ADJUST PR DEDUCTIONS	212.81
			ADJUST PR DEDUCTIONS	73.24
			Dental Insurance Premiums	506.80
			Dental Insurance Premiums	506.80
			Health Insurance Premium	47.32
			Health Insurance Premium	47.32
			Health Insurance Contribut	603.50
			Health Insurance Contribut	603.50
			Health Insurance Contribut	420.00
			Health Insurance Contribut	420.00
			Vision Insurance Contribut	96.84
			Vision Insurance Contribut	96.84
			Vision Insurance Contribut	24.44
			Vision Insurance Contribut	24.44
			Vision Insurance Contribut	67.86
			Vision Insurance Contribut	67.86
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,324.00
		INTERNAL REVENUE SERVICE	Fed WH	10,577.03
			FICA	6,377.99
			Medicare	1,491.62
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	65.59
			Retirment 457 &	195.82
			Retirement 457	1,095.00
			Loan Repayments	798.53
			Loan Repayments	550.88
			Loan Repayments	473.94
			Loan Repayments	131.82
			Loan Repayments	33.77
			Loan Repayments	223.68
			Loan Repayments	138.87
			Loan Repayments	476.14
			Loan Repayments	176.32
			Retirment Roth IRA %	66.82
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	CACH APPEARANCE BOND	550.00
			CASH APPEARANCE BOND	300.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	45.21
			Aflac Insurance Premiums	45.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,060.18
			American Fidelity	1,060.18
			Amerian Fidelity	703.78
			Amerian Fidelity	703.78
			ADJUST PAYROLL DEDUCTIONS	48.52
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	1,265.96-
			ADJUST PAYROLL DEDUCTIONS	1,094.30-
			Group Life Ins and Buy Up	103.88
			Group Life Ins and Buy Up	103.88
		JP MORGAN CHASE BANK	HSA Contribution	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	1,520.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	84.24-
			Dependent Care	208.33
			Dependent Care	208.33
		COLE COUNTY ASSOCIATE CIRCUIT COURT	CASH APPEARANCE BOND	200.00
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.03-
			Texas Life After Tax	86.11
			Texas Life After Tax	86.11
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	118.15
		LAKE OZARK MUNICIPAL COURT	CASH APPEARANCE BOND	250.00
			TOTAL:	37,882.97
Mayor & Board	General Fund	AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	104.20
		BETHUREM, JEFF	MML ELECT OFFC MILEAGE & M	145.68
		ONE TIME VENDOR HOLIDAY INN EXECUTIVE	LODGING - J BETHUREM	97.79
			TOTAL:	347.67
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	1,027.24
			Health Insurance Contribut	1,027.24
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	431.01
			Medicare	100.80
		ICMA	Retirement 401	426.38
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.77
			Group Life Ins and Buy Up	22.14
			Short Term Disability Ins	24.13
			Short Term Disability Ins	24.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,392.67
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,329.51
			Health Insurance Contribut	1,329.51
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	323.00
			Medicare	75.54
		ICMA	Retirement 401	322.20
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	16.08
			Group Life Ins and Buy Up	16.08
			Short Term Disability Ins	24.60
			Short Term Disability Ins	24.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	3,887.30
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	513.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	513.62
			Health Insurance Contribut	443.17
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	441.99
			Medicare	103.37
		ICMA	Retirement 401	436.60
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	17.55
			Group Life Ins and Buy Up	17.18
			Short Term Disability Ins	16.87
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,225.54
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	19.10
			Dental Insurance Premiums	25.19
			Health Insurance Contribut	329.66
			Health Insurance Contribut	434.76
			Vision Insurance Contribut	3.46
			Vision Insurance Contribut	4.56
		INTERNAL REVENUE SERVICE	FICA	71.00
			Medicare	16.60
		ICMA	Retirement 401	72.56
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	4.03
			Group Life Ins and Buy Up	5.32
			Short Term Disability Ins	5.26
			Short Term Disability Ins	6.94
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	61.32
			TOTAL:	1,059.76
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	513.62
			Health Insurance Contribut	513.62
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	315.23
			Medicare	73.72
		ICMA	Retirement 401	308.28
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	8.20
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,916.11
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,540.86
			Health Insurance Contribut	1,540.86
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	16.17
		INTERNAL REVENUE SERVICE	FICA	342.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	80.02
		ICMA	Retirement 401	342.25
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	24.60
			Short Term Disability Ins	24.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,373.55
Building Maintenance	General Fund	REPUBLIC SERVICES INC	CH MAY TRASH SERVICE	132.41
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER SALT	162.00
			TOTAL:	294.41
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	292.22
			Medicare	68.34
		ICMA	Retirement 401	132.29
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	11.40
			Group Life Ins and Buy Up	11.40
			Short Term Disability Ins	16.40
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Contribution	37.50
		AMEREN MISSOURI	FISH HATCHERY RD MAINT BLD	25.68
			CITY PARK #2 DISPLAY C	9.79
			FISH HATCHERY RD SOCCER FL	19.54
			FISH HATCHERY RD BALL FIEL	439.03
			CITY PARK #2 DISPLAY B	9.79
			CITY PARK #2 DISPLAY A	9.79
			TOTAL:	1,536.67
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	443.17
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	130.16
			Medicare	30.44
		ICMA	Retirement 401	129.41
		MARTINEZ, DILILEXIE	TUITION REIMB ADJ	364.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	8.20
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
		MORLEY, TRAVIS	TUITION REIMB ADJ	227.50
			TOTAL:	1,941.29
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	535.68
			Dental Insurance Premiums	535.68
			Dental Insurance Premium	153.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	153.72
			Health Insurance Contribu	284.39
			Health Insurance Contribu	284.39
			Health Insurance Contribut	1,397.06
			Health Insurance Contribut	1,397.06
			Health Insurance Contribut	3,081.72
			Health Insurance Contribut	3,081.72
			Health Insurance Contribut	4,874.87
			Health Insurance Contribut	4,874.87
			Vision Insurance Contribut	43.12
			Vision Insurance Contribut	43.12
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	33.93
			Vision Insurance Contribut	33.93
		INTERNAL REVENUE SERVICE	FICA	2,773.46
			Medicare	648.63
		ICMA	Retirement 401	2,684.60
		CAPITAL PLAZA HOTEL	LODGING - A LUTTRELL	369.15
		LUTTRELL, ANGELA	MEALS -SRO TRAINING	175.00
		MISSOURI OFFICE OF PROSECUTION SERVICE	DWI/TRAFFIC SAFETY - M HUT	125.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	162.94
			Group Life Ins and Buy Up	162.94
			Short Term Disability Ins	205.00
			Short Term Disability Ins	205.00
		JP MORGAN CHASE BANK	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,200.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TOTAL:	29,855.12
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	248.74
			Dental Insurance Premiums	242.65
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Health Insurance Contribut	697.58
			Health Insurance Contribut	592.48
			Health Insurance Contribut	2,215.85
			Health Insurance Contribut	2,215.85
			Vision Insurance Contribut	12.71
			Vision Insurance Contribut	11.61
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	712.69
			Medicare	166.68
		PETTY CASH	NOTARY EXP - CIFUENTES	6.00
		ICMA	Retirement 401	702.98
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	43.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	42.16
			Short Term Disability Ins	68.54
			Short Term Disability Ins	66.86
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>388.68</u>
			TOTAL:	8,957.35
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	1,027.24
			Health Insurance Contribut	1,027.24
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	231.61
			Medicare	54.17
		ICMA	Retirement 401	229.48
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.76
			Group Life Ins and Buy Up	14.76
			Short Term Disability Ins	16.40
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,886.52
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Premium	237.08
			Health Insurance Premium	237.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	313.46
			Medicare	73.31
		ICMA	Retirement 401	304.34
		AT&T INTERNET/IP SERVICES	SERVICE 05/19-06/18/15	853.56
		AT & T /EMSGTWY_SBC	APR SERVICE	141.07
		AT&T MOBILITY-CELLS	SERVICE 04/13-05/12/15	81.20
		VERIZON WIRELESS	SERV 05/22-05/21	80.02
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	16.40
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Contribution	37.50
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	<u>10.42</u>
			TOTAL:	2,943.92
Economic Development	General Fund	OSAGE BEACH FIRE PROTECTION DISTRICT	FIREWORKS PERMIT	<u>35.00</u>
			TOTAL:	35.00
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.87
			Dental Insurance Premiums	92.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Premium	47.32
			Health Insurance Premium	47.32
			Health Insurance Contribut	70.98
			Health Insurance Contribut	70.98
			Health Insurance Contribut	60.00
			Health Insurance Contribut	60.00
			Health Insurance Premiums	135.48
			Health Insurance Premiums	135.48
			Vision Insurance Contribut	8.92
			Vision Insurance Contribut	8.92
			Vision Insurance Contribut	2.50
			Vision Insurance Contribut	2.50
			Vision Insurance Contribut	21.43
			Vision Insurance Contribut	21.43
		MO DEPT OF REVENUE	State Withholding	362.40
		INTERNAL REVENUE SERVICE	Fed WH	1,063.98
			FICA	796.18
			Medicare	186.19
		ICMA	Retirement 457	134.41
			Loan Repayments	39.67
			Retirement Roth IRA	50.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	51.31
			American Fidelity	51.31
			Amerian Fidelity	99.87
			Amerian Fidelity	99.87
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	50.66
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
			TOTAL:	3,900.46
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.14
			Dental Insurance Premiums	218.14
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.72
			Health Insurance Contribu	93.85
			Health Insurance Contribu	93.85
			Health Insurance Premium	237.08
			Health Insurance Premium	237.08
			Health Insurance Contribut	265.44
			Health Insurance Contribut	265.44
			Health Insurance Contribut	1,027.25
			Health Insurance Contribut	1,027.25
			Health Insurance Contribut	1,329.51
			Health Insurance Contribut	1,329.51
			Health Insurance Premiums	518.17
			Health Insurance Premiums	518.17
			Vision Insurance Contribut	8.94
			Vision Insurance Contribut	8.94
			Vision Insurance Contribut	2.52
			Vision Insurance Contribut	2.52
			Vision Insurance Contribut	21.41
			Vision Insurance Contribut	21.41
		REPUBLIC SERVICES INC	TRASH SERVICES STREET DEPT	44.14
		INTERNAL REVENUE SERVICE	FICA	796.19
			Medicare	186.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	768.77
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
			Amerian Fidelity	3.44
			Amerian Fidelity	3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	58.06
			Group Life Ins and Buy Up	58.06
			Short Term Disability Ins	73.81
			Short Term Disability Ins	73.81
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	375.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	20.84
			Flex Account	20.84
		AMEREN MISSOURI	PUBLIC WORKS	156.27
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	58.53
			872 PASSOVER RD STREET LIG	65.05
			680 PASSOVER RD LIGHTING C	53.94
			TOTAL:	10,363.44
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	48.39
			Dental Insurance Premiums	48.39
			Health Insurance Contribut	88.41
			Health Insurance Contribut	88.41
			Health Insurance Contribut	20.00
			Health Insurance Contribut	20.00
			Vision Insurance Contribut	11.63
			Vision Insurance Contribut	11.63
			Vision Insurance Contribut	0.62
			Vision Insurance Contribut	0.62
			Vision Insurance Contribut	6.25
			Vision Insurance Contribut	6.25
		MO DEPT OF REVENUE	State Withholding	313.26
		INTERNAL REVENUE SERVICE	Fed WH	980.46
			FICA	685.61
			Medicare	160.33
		ICMA	Retirement 457	103.36
			Loan Repayments	53.74
			Loan Repayments	130.16
			Retirement Roth IRA	59.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	93.70
			American Fidelity	93.70
			Amerian Fidelity	53.81
			Amerian Fidelity	53.81
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	60.16
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	14.59
			Texas Life After Tax	14.59
		ONE TIME VENDOR MUFF, RYAN	02-0790-01	28.49
		OSOEGO, DARA J	02-2330-01	21.45
			TOTAL:	3,271.32
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	113.68
			Dental Insurance Premiums	113.68
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.72
			Health Insurance Contribu	93.85
			Health Insurance Contribu	93.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	265.44
			Health Insurance Contribut	265.44
			Health Insurance Contribut	1,278.91
			Health Insurance Contribut	1,278.90
			Health Insurance Contribut	443.17
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	11.64
			Vision Insurance Contribut	11.64
			Vision Insurance Contribut	0.63
			Vision Insurance Contribut	0.63
			Vision Insurance Contribut	6.26
			Vision Insurance Contribut	6.26
		REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	44.13
		INTERNAL REVENUE SERVICE	FICA	685.61
			Medicare	160.33
		ICMA	Retirement 401	605.59
		CARD SERVICES 0248	GRASS SEED, SPREADER, STRA	90.01
		DOLLISON, JOEY	MILEAGE REIMB 05/20-05/26/	34.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
			Amerian Fidelity	3.44
			Amerian Fidelity	3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	32.02
			Group Life Ins and Buy Up	32.02
			Short Term Disability Ins	36.74
			Short Term Disability Ins	36.74
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	261.75
		AMEREN MISSOURI	PUBLIC WORKS	156.27
		AMEREN MISSOURI	PARKVIEW WELL	515.45
			SWISS VILLAGE WELL	3,941.31
			COLUMBIA COLLEGE WELL	288.02
			COLUMBIA COLLEGE TOWER	16.76
		MANKEY, KYLE	MILEAGE REIMB 05/6-05/12/1	50.60
			TOTAL:	11,524.08
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.13
			Dental Insurance Premiums	61.46
			Health Insurance Contribut	89.11
			Health Insurance Contribut	89.11
			Health Insurance Contribut	40.00
			Health Insurance Contribut	20.00
			Vision Insurance Contribut	11.73
			Vision Insurance Contribut	11.73
			Vision Insurance Contribut	4.40
			Vision Insurance Contribut	4.40
			Vision Insurance Contribut	10.02
			Vision Insurance Contribut	6.25
		MO DEPT OF REVENUE	State Withholding	407.34
		INTERNAL REVENUE SERVICE	Fed WH	1,349.22
			FICA	830.90
			Medicare	194.34
		ICMA	Retirment 457 &	38.58
			Retirement 457	105.42
			Loan Repayments	54.56
			Loan Repayments	21.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	42.21
			Retirement Roth IRA	49.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	137.23
			American Fidelity	111.34
			Amerian Fidelity	43.28
			Amerian Fidelity	43.28
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	76.18
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.21
			Texas Life After Tax	7.21
		NC Child Support Centralized Collectio	Case Identifier 0005861652	139.38
			TOTAL:	4,080.88
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.10
			Dental Insurance Premiums	144.34
			Dental Insurance Premium	39.96
			Dental Insurance Premium	39.96
			Health Insurance Contribu	96.69
			Health Insurance Contribu	96.69
			Health Insurance Contribut	467.02
			Health Insurance Contribut	467.02
			Health Insurance Contribut	1,289.18
			Health Insurance Contribut	1,289.19
			Health Insurance Contribut	886.34
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	11.76
			Vision Insurance Contribut	11.76
			Vision Insurance Contribut	4.41
			Vision Insurance Contribut	4.41
			Vision Insurance Contribut	10.03
			Vision Insurance Contribut	6.26
		REPUBLIC SERVICES INC	TRASH SERVICES SEWER DEPT	44.14
		INTERNAL REVENUE SERVICE	FICA	830.89
			Medicare	194.32
		ICMA	Retirement 401	790.72
		HUSTON, A J	MILEAGE REIMB 05/20-05/26/	46.00
		CARD SERVICES 0248	WELDING HELMET	49.99
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.85
			American Fidelity	13.85
			Amerian Fidelity	3.54
			Amerian Fidelity	3.54
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	54.14
			Group Life Ins and Buy Up	48.14
			Short Term Disability Ins	69.85
			Short Term Disability Ins	61.65
		JP MORGAN CHASE BANK	HSA Contribution	50.24
			HSA Family/Dep. Contributi	413.25
		DUNCAN, CHRIS	MILEAGE REIMB 05/27-06/02/	108.67
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,174.47
			4631 WINDSOR DR OTHER GRIN	7.85
			GRINDER PUMPS & LIFT STATI	3,618.26
			709 MALIBU RD 2ND METER	26.76
			GRINDER PUMPS & LIFT STATI	4,833.02
			5707 OSAGE BEACH PKWY	11.05
			PUBLIC WORKS	156.28
			TOTAL:	19,106.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	50.68
			Dental Insurance Premiums	50.68
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	40.00
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	448.00
		INTERNAL REVENUE SERVICE	Fed WH	1,205.14
			FICA	787.46
			Medicare	184.17
		ICMA	Loan Repayments	39.66
			Loan Repayments	99.04
			Loan Repayments	54.26
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	2.93
			Aflac Critical Illness Pol	2.93
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	41.07
			American Fidelity	41.07
			Amerian Fidelity	105.40
			Amerian Fidelity	105.40
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	41.67
			TOTAL:	3,443.94
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.04
			Dental Insurance Premiums	119.04
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Health Insurance Contribut	513.62
			Health Insurance Contribut	513.62
			Health Insurance Contribut	886.34
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	787.46
			Medicare	184.17
		ICMA	Retirement 401	525.59
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	10.42
			Aflac Critical Illness Pol	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	39.78
			Group Life Ins and Buy Up	39.78
			Short Term Disability Ins	41.00
			Short Term Disability Ins	41.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	5,409.34
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	12.00
			Health Insurance Contribut	12.00
			Vision Insurance Contribut	8.61
			Vision Insurance Contribut	8.61
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	State Withholding	95.60
		INTERNAL REVENUE SERVICE	Fed WH	324.40
			FICA	304.21
			Medicare	71.15
		ICMA	Retirement 457	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	11.58
			American Fidelity	11.58
			Amerian Fidelity	14.94
			Amerian Fidelity	14.94
			TOTAL:	1,078.92
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.62
			Dental Insurance Premiums	47.62
			Health Insurance Contribut	513.62
			Health Insurance Contribut	513.62
			Health Insurance Contribut	265.90
			Health Insurance Contribut	265.90
			Vision Insurance Contribut	8.62
			Vision Insurance Contribut	8.62
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		REPUBLIC SERVICES INC	LCF MAY TRASH SERVICE	59.51
		INTERNAL REVENUE SERVICE	FICA	304.21
			Medicare	71.15
		ICMA	Retirement 401	254.08
		DISH NETWORK	SERV 05/19-06/28/15	69.00
		MO PETROLEUM TANK INSURANCE FUND	ANNUAL FEE	200.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.50
			Group Life Ins and Buy Up	6.50
			Short Term Disability Ins	13.12
			Short Term Disability Ins	13.12
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00
			TOTAL:	2,813.33
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74
			Dental Insurance Premiums	17.74
			Health Insurance Contribut	28.00
			Health Insurance Contribut	28.00
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	66.40
		INTERNAL REVENUE SERVICE	Fed WH	257.92
			FICA	197.47
			Medicare	46.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 457	20.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	714.96
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	UTILITY FEES 04/22-05/22/1	33.05
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.66
			Dental Insurance Premiums	41.66
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Health Insurance Contribut	620.44
			Health Insurance Contribut	620.44
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		REPUBLIC SERVICES INC	GG MAY TRASH SERVICE	66.97
		INTERNAL REVENUE SERVICE	FICA	197.47
			Medicare	46.17
		ICMA	Retirement 401	170.30
		MO PETROLEUM TANK INSURANCE FUND	ANNUAL FEE	100.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	11.48
			Short Term Disability Ins	11.48
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	2,565.14

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

10	General Fund	104,535.85
20	Transportation	14,263.90
30	Water Fund	14,795.40
35	Sewer Fund	23,187.64
40	Ambulance Fund	8,853.28
45	Lee C. Fine Airport Fund	3,892.25
47	Grand Glaize Airport Fund	3,280.10

	GRAND TOTAL:	172,808.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
City Administrator	General Fund	J W TERRILL	CONSULTING/COVERAGE	321.43				
			TOTAL:	321.43				
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	CONSUMER CONFIDENCE REPORT	33.75				
			ALPHAGRAPHICS	BUSINESS CARDS: TAYLOR, M	40.00			
			STAPLES ADVANTAGE	CLEAR FRONT REPORT COVERS	21.53			
			J W TERRILL	CONSULTING/COVERAGE	482.14			
			TOTAL:	577.42				
City Treasurer	General Fund	ALPHAGRAPHICS	BUSINESS CARDS: STARK, T	65.61				
			J W TERRILL	CONSULTING/COVERAGE	482.14			
			TOTAL:	547.75				
Municipal Court	General Fund	WASHBURN, WILLIAM F	JUNE MUNICIPAL JUDGE SERVI	1,763.17				
			J W TERRILL	CONSULTING/COVERAGE	160.71			
			TOTAL:	1,923.88				
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFORMATION CHARGES	267.15				
			J W TERRILL	CONSULTING/COVERAGE	160.71			
			TOTAL:	427.86				
Building Inspection	General Fund	J W TERRILL	CONSULTING/COVERAGE	482.14				
			TOTAL:	482.14				
Building Maintenance	General Fund	QUILL	DISINFECTING WIPES	9.69				
			AMERICAN STAMP & MARKING PROD INC	SANITIZER REFILL	53.22			
			LAKE SUN LEADER 81525 & 1586450	SLIMLINE INSERTS	49.80			
			PRAIRIEFIRE COFFEE & ROASTERS	SLIMLINE INSERT	26.63			
			EZARD'S	DISPATCH MONITORS	63.00			
			STAPLES ADVANTAGE	WATER COOLER RENTAL	38.51			
			EDWARD A BARCHENSKI JR DBA CJ ELEC	COFFEE	175.60			
			TURFMARK SERVICES LLC	RAT & MOUSE TRAP VICTOR	4.28			
			J W TERRILL	PLATES, CUPS, TRASH BAGS	171.91			
				DIMMER IN DISPATCH ROOM	100.00			
				DISPOSAL OF BULBS	110.54			
				TOTAL:	803.18			
			Parks	General Fund	MEEKS BUILDING CENTER	KEY, ID TAG, MASON LINE	41.51	
						O'REILLY AUTOMOTIVE STORES INC	2 CYCLE OIL	7.99
						PAUL'S CASH SAVER #602	BREAD, BUNS	30.96
SHERWIN-WILLIAMS	HOT DOG BUNS, SODA	19.73						
CAPITAL SAND COMPANY	42 CANS WHITE PAINT	293.16						
TURFMARK SERVICES LLC	CHALK FOR BASEBALL LINES	240.00						
J W TERRILL	BROADLEAF WEED HERBICIDE	1,800.00						
	CONSULTING/COVERAGE	482.14						
	TOTAL:	2,915.49						
Human Resources	General Fund	MO POLICE CHIEFS ASSC				PRE EMPLOYMENT TESTING	375.00	
			LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT	164.00			
				FIT-FOR-DUTY	120.00			
				PRE-EMPLOYMENT	220.00			
			LAKE SUN LEADER 645	EMPLOYMENT ADVERTISING	36.00			
				EMPLOYMENT ADVERTISING	36.00			
				EMPLOYMENT ADVERTISING	36.00			
				EMPLOYMENT ADVERTISING	36.00			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYMENT ADVERTISING	36.00
			EMPLOYMENT ADVERTISING	28.40
			EMPLOYMENT ADVERTISING	28.40
			EMPLOYMENT ADVERTISING	28.40
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE EMPLOYMENT TESTING	303.00
			PRE EMPLOYMENT TESTING	135.00
		FOCUS/WEEKLY STANDARD	EMPLOYMENT ADVERTISING	29.60
			EMPLOYMENT ADVERTISING	29.60
			EMPLOYMENT ADVERTISING	29.60
		J W TERRILL	CONSULTING/COVERAGE	160.71
			TOTAL:	1,867.71
Overhead	General Fund	XEROX CORPORATION	MAY BASE CHARGE & EXCESS	366.32
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS GENERAL FUND	90,101.39
			WORKMANS COMP GENERAL FUND	55,958.94
		WILLIAMS KEEPERS LLC	PROGRESS BILLING #5 2014 A	3,000.00
		ALPHAGRAPHICS	#10 WINDOW WHITE ENVELOPES	130.60
		STAPLES ADVANTAGE	#10 WINDOW ENVELOPES	32.63
			TOTAL:	149,589.88
Police	General Fund	ED ROEHR SAFETY PRODUCTS INC	SPEAKER C3 BRACKET & MOUNT	94.94
			BIG EASY WEDGE INFLATABLES	66.56
		LAKE CLEANERS	UNIFORM CLEANING	585.50
		CAMDEN COUNTY SHERIFF'S OFFICE	CASE #130362301	90.00
		PSE INSTALLATION	REPAIR CHARGER, MOUNT, SIR	60.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE PD18	65.00
			HITCH INSTALL PD16	315.32
			OIL CHANGE PD#21	65.00
		SIGNATURE SIGNS LLC	EMBROIDERY ON SHIRT	6.50
		ALPHAGRAPHICS	BUSINESS CARDS FOR OFFICER	115.52
			BUSINESS CARDS-LUTTRELL	45.00
		STAPLES ADVANTAGE	POST ITS, HIGHLIGHTER, STAPL	40.92
			STAPLES, PRINTER LABELS	61.48
			TONER, ENVELOPES, ID HOLDE	95.02
		J W TERRILL	CONSULTING/COVERAGE	4,017.87
			TOTAL:	5,724.63
911 Center	General Fund	WIRELESS USA INC	JUNE SERVICE CONTRACT	225.00
			REPAIR FLAT PO-K ASANTE	375.00
			BASE RADIO & STATION	23,352.00
		STAPLES ADVANTAGE	TONER, ENVELOPES, ID HOLDE	54.62
		J W TERRILL	CONSULTING/COVERAGE	1,125.00
			TOTAL:	25,131.62
Planning	General Fund	O'REILLY AUTOMOTIVE STORES INC	ARCTIC FREEZE	29.99
			ARCTIC FREEZE	28.99
			ARCTIC FREEZE	28.99
		LAKE SUN LEADER 81525 & 1586450	P.H. DOGWOOD HILLS GOLF CO	76.50
		LAKE OF THE OZARKS COURT REPORTING LLC	VARIANCE CASE NO: 321	200.00
		J W TERRILL	CONSULTING/COVERAGE	321.43
			TOTAL:	685.90
Information Technology	General Fund	SYNERCOMM INC	10GB ETHERNET CABLE	596.87
		INFORMATION TECHNOLOGIES INC	ANNUAL SOFTWARE SUPPORT RE	33,903.00
		CENTRAL COMMUNICATIONS	REPLACE WIFI SYSTEM	831.00
		J W TERRILL	CONSULTING/COVERAGE	321.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	35,652.30
Economic Development	General Fund	RAPID SIGNS	EVENT PARKING SIGNS FOR EV	520.00
		LAKE SUN LEADER 81525 & 1586450	P.H. ARROWHEAD CENTRE TAX	92.25
		LAKE SUN LEADER 645	EASTER EGG HUNT ADVERTISIN	100.00
			EASTER EGG HUNT ADVERTISIN	200.00
		POWERS, BRIAN	ENTERTAINMENT FOR SUMMER E	5,000.00
		LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
		ALPHAGRAPHICS	WELCOME TO SUMMER BANNERS	751.69
		PYROTECNICO	FIREWORKS FOR SUMMER EVENT	10,000.00
			TOTAL:	19,663.94
Transportation	Transportation	PURCELL TIRE & RUBBER CO	TIRE REPLACEMENT #55	866.05
		MEEKS BUILDING CENTER	BLACKTOP REPAIR/PATCH	52.45
		XEROX CORPORATION	MAY BASE CHARGE & EXCESS	50.32
		FASTENAL CO	WHITE FULL BRIM HARDHAT	42.44
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71
			TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71
		TALLMAN COMPANY	BRONZE BUSHING, BRASS NIPP	136.98
		JOE MACHENS FORD	2015 FORD F550 VIN: 44463	50,323.00
		NORTHERN SAFETY CO INC	DEEP WOODS OFF, WASP SPRAY	33.94
		O'REILLY AUTOMOTIVE STORES INC	MINI BULB	5.40
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.67
		BARNES MARINE INC	TUNE UP KIT & LABOR	57.59
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE #55	43.95
		AB PEST CONTROL	INTERIOR SPRAY	17.00
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS TRANS FUND	13,095.09
			WORKMANS COMP TRANS FUND	16,693.55
		HR GREEN INC	PROJECT MGMT, DESIGN, BIDD	39,953.74
		BISHOP'S AUTO GLASS LLC	DURANGO WINDSHIELD REPLACE	50.00
		STAPLES ADVANTAGE	BLACK WIRE RACK	9.97
			DIVIDERS, BINDERS, PENS	10.24
			SANITIZER WIPES	9.43
		JAMAR TECHNOLOGIES, INC.	2 TRAFFIC COUNTERS	3,752.00
		J W TERRILL	CONSULTING/COVERAGE	1,285.71
		REINHOLD ELECTRIC INC	NYLON ROPE FOR FLAG POLE	61.44
			TOTAL:	126,657.00
NON-DEPARTMENTAL	Water Fund	GOVDEALS	FEES & CREDITS-AUCTIONS MA	75.07
			TOTAL:	75.07
Water	Water Fund	XEROX CORPORATION	MAY BASE CHARGE & EXCESS	50.32
		EZARD'S	CLEANR SPRAY-NINE, ARMR AL	11.98
			SPRYPNT FUSION SUNBM	5.99
			TAPE BARRIER STRIPE	4.49
			SPRAYER 120OZ CRYSTL COLR	2.49
		RP LUMBER INC	2x4x8 & 2x4x10 SELECT/APPE	17.37
		FASTENAL CO	WHITE FULL BRIM HARDHAT	42.43
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	6.72
			WATER DEPT UNIFORMS	29.23
			WATER DEPT FLOOR MATS	6.72
		HACH CO	SPADNS FLUORIDE ACCUVAC	460.37
		MO ONE CALL SYSTEM INC	106 LOCATES @ \$1.30	68.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCHULTE SUPPLY INC	NEPTUNE TRIDENT WATER METE	8,097.30
		NORTHERN SAFETY CO INC	DEEP WOODS OFF, WASP SPRAY	33.94
		O'REILLY AUTOMOTIVE STORES INC	WET BATTERY TRUCK #52	127.17
			WET BATTERY RETURN	18.00-
		POSTMASTER	UTILITY BILL POSTAGE	450.00
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.66
		HD SUPPLY WATERWORKS LTD	HACH FLUORIDE REAGENT	35.79
			A24-NL MTR ADPT	51.12
			PSI LIQUID FILLED GUAGE	41.96
		AB PEST CONTROL	INTERIOR SPRAY	16.00
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS WATER FUND	11,738.22
			WORKMANS COMP WATER FUND	7,813.18
		CLARK TIRE II LLC	TIRES & OIL CHANGE, TRUCK	744.50
			FOAM FILL SKID TIRES AND S	1,583.28
		MAGRUDER LIMESTONE CO INC	1" BASE ROCK	156.00
		HERTZ EQUIPMENT RENTAL CORP	EXCAVATOR, BREAKER, BUCKET	4,293.83
		LAKE OZARK CARWASH LLC	INTERIOR TRUCK DETAIL	12.00
		BISHOP'S AUTO GLASS LLC	DURANGO WINDSHIELD REPLACE	50.00
		STAPLES ADVANTAGE	BLACK WIRE RACK	9.96
			DIVIDERS, BINDERS, PENS	10.24
			SANITIZER WIPES	9.42
		J W TERRILL	CONSULTING/COVERAGE	642.86
		REINHOLD ELECTRIC INC	NYLON ROPE FOR FLAG POLE	61.44
		PITTSBURGH TANK & TOWER MAINTENANCE CO	CLEAN BLUFF DRIVE WATER TO	27,800.00
			TOTAL:	64,505.11
Sewer	Sewer Fund	XEROX CORPORATION	MAY BASE CHARGE & EXCESS	50.31
		EZARD'S	HAND HELD SPRAYER	9.99
		RP LUMBER INC	15LB FELT	16.99
		FASTENAL CO	WHITE FULL BRIM HARDHAT	42.44
			RR 300 EPOXY, DUSTER	44.76
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	6.72
			SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	6.72
		MO ONE CALL SYSTEM INC	106 LOCATES @ \$1.30	68.90
		MUNICIPAL EQUIPMENT CO	SN: 29966; 29231R	16,176.00
			SN: 4286; 4287	62,397.00
		NORTHERN SAFETY CO INC	DEEP WOODS OFF, WASP SPRAY	33.94
			ACTIVGUARD COVERALL	173.17
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC OIL	45.99
			GREASE GUN	12.99
			MOTOR OIL	53.97
			WIPER FLUID	15.54
		PAUL'S CASH SAVER #602	ICE	12.90
		CONSOLIDATED ELECTRICAL DISTR, INC	RUN CAP 60MRD, START CAP M	2,302.50
			500V MIDGET TD FUSE	787.50
			LD-CNTR BOX&INT, SP-120/24	50.61
			3INX1000FT RED CAUTION TAP	69.56
			START CAP 270-324 MFD 330V	36.00
			SMALL FLOAT NO 25' & 40' L	6,025.00
			RD RUN 20MFD & RUN CAP 80M	1,320.00
			180A SFT STR	6,030.00
		POSTMASTER	UTILITY BILL POSTAGE	450.00
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	11.67
		CENTRAL POWER SYSTEMS & SERVICES INC	GENERATOR CONTRACT MAINTAI	55.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RENERATOR AND WIRING REPAI	1,233.50
			GENERATOR CONTRACT MAINT.	55.00
			GENERATOR CONTRACT MAINT.	235.00
		HD SUPPLY WATERWORKS LTD	BALL CURB FIPT, PVC RETURN	144.94-
			GATE VALVE, SEWER SADDLE	1,559.00
			6 VALVE BOX ADPT, MASTIC S	56.69
			4 MUNI-BALL PLUG	120.55
			1 QT LUBE WATER/SWR PIPE	14.64
			PVC SDR35 SWR CAP HUB (GLU	62.73
		AB PEST CONTROL	INTERIOR SPRAY	17.00
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS SEWER FUND	34,009.06
			WORKMANS COMP SEWER FUND	8,658.60
		CLARK TIRE II LLC	FOAM FILL SKID TIRES AND S	1,583.28
		MAGRUDER LIMESTONE CO INC	1" BASE ROCK	140.85
			1" BASE ROCK	146.88
			1" BASE ROCK	145.63
			1" BASE ROCK	137.27
			1 " BASE ROCK	143.93
			1" BASE ROCK	156.76
			1" BASE ROCK	161.50
			2" BASE	168.69
			2" BASE	152.10
		LAKE OZARK CARWASH LLC	INTERIOR TRUCK DETAIL	12.00
		BISHOP'S AUTO GLASS LLC	DURANGO WINDSHIELD REPLACE	50.00
		STAPLES ADVANTAGE	BLACK WIRE RACK	9.97
			DIVIDERS, BINDERS, PENS	10.24
			SANITIZER WIPES	9.43
		J W TERRILL	CONSULTING/COVERAGE	1,767.86
		REINHOLD ELECTRIC INC	NYLON ROPE FOR FLAG POLE	61.44
			TOTAL:	147,128.29
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	UNIFORM PANTS FOR CASSY	64.06
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS AMBULANCE FU	2,264.99
			WORKMANS COMP AMBULANCE FU	12,809.38
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	43.70
		J W TERRILL	CONSULTING/COVERAGE	642.86
			TOTAL:	15,824.99
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE & RUBBER CO	TIRES	19.39
		MCDUFFEY LAB	CHEMICAL TESTING SERVICES	378.00
		GIER OIL CO INC	DYED DIESEL-180 GAL	431.82
			UNLEADED GASOLINE-282 GAL	684.98
		NAEGLER OIL CO	JET A FUEL	18,493.59
			AV GAS	7,055.80
			HEARTLAND EQUIPMENT CHG	16.00
		O'REILLY AUTOMOTIVE STORES INC	STARTER	94.23
			STARTER, RETURN	15.00-
			FUEL FILTER, FILTER WRENCH	17.60
			VOLT REGULATOR	24.43
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS LCF AIRPORT	6,586.15
			WORKMANS COMP LCF AIRPORT	4,410.14
		EZARD'S	FASTENERS	1.44
			GREASE FARM&IND LMX	16.47
			FERRULE/STOPS, HARDWARE	2.27
			GARDEN SPRAYER	9.99
			C-CLAMP	27.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			C-CLAMP PRICE ADJUSTMENT	2.00-
			PLUMBING SUPPLIES, MOTOR O	21.78
			OIL HYDRAULIC JACK, AUTO F	14.47
			ECHO POWER EQUIPMENT	9.99
		CROWN PRODUCTS INC	1 1/2 STRAINER, 1 AVGAS ST	262.41
		J W TERRILL	CONSULTING/COVERAGE	<u>321.43</u>
			TOTAL:	38,883.36
Grand Glaize Airport	Grand Glaize Airpo	PURCELL TIRE & RUBBER CO	FIX FLAT TIRE	30.83
		NAEGLER OIL CO	AV FUEL	8,823.76
			EQUIP CHG, CONNECTION FEE	46.00
		CAMDEN COUNTY RECORDER OF DEEDS	DEED FOR HANGER PURCHASE	6.00
		MIDWEST PUBLIC RISK OF MISSOURI	LIABILITY INS GG AIRPORT	2,628.10
			WORKMANS COMP GG AIRPORT	4,410.14
		EZARD'S	DUAL TEMP HEATGUN, GLASS C	28.48
			FASTENERS, RUBBER SPONGE	6.58
			18" BOLT CUTTER	26.99
			WIRE ROPE CLIP	25.74
			FASTENERS	5.91
			ECHO POWER EQUIPMENT	12.99
			GOATSKIN LEATHER GLOVE DRV	15.99
			ECHO POWER EQUIPMENT-2	29.98
		CRAWFORD, MURPHY & TILLY INC	CONSULT RE GG LAND ACQUIST	1,243.18
		J W TERRILL	CONSULTING/COVERAGE	<u>321.43</u>
			TOTAL:	17,662.10

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

10	General Fund	246,315.13
20	Transportation	126,657.00
30	Water Fund	64,580.18
35	Sewer Fund	147,128.29
40	Ambulance Fund	15,824.99
45	Lee C. Fine Airport Fund	38,883.36
47	Grand Glaize Airport Fund	17,662.10

	GRAND TOTAL:	657,051.05

2015 LIQUOR LICENSE RENEWALS

Bandana's BBQ
Bella Donna Salon, LLC
Bootleggers Grill
Chevy's Bar & Grill
Eddies Sports Bar & Grill, LLC
El Charco Azul Mexican Restaurant
El Jimador
I M Tirebiters
JJ Twig's @ Dierbergs
Lil Rizzo's
Luxury Nails & Spa
Pappo's Pizzeria & Pub
The Hideout Bar & Grill

Submission Date: June 8, 2015

Submitted By: City Clerk

Board Meeting Date: June 18, 2015

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 15-50. Dogwood Hills Golf Course, Inc. Voluntary Annexation

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

The City, Dogwood Hills Golf Course, Inc., Arrowhead Centre Tax Increment Financing Plan

Why is Board Action Required?

Only the Board has the authority to enact ordinances.

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

Move to approve the second reading of Bill 15-50.

Are there any deadlines associated with this action?

A public hearing was held on June 4, 2015. The annexation may be complete if no written objections are received during the fourteen day period following the public hearing.

Comments and Recommendation of Department:

If no written objections are received by June 18, 2015, staff recommends approval of the second reading of the annexation ordinance.

City Administrator Comments and Recommendation:

To date no objections have been received. Concur with recommendation to approve second reading.

Submission Date: June 9, 2015
Submitted By: City Attorney/Chief of Police
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Resolution 2015.04. – This is a resolution to authorize the Mayor to sign on behalf of the city a Power of Attorney form for DEA to appoint Floyd Handy, the new Ambulance Supervisor as the city representative for purchasing necessary controlled substance for use on the city ambulance.

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

DEA, ambulance crews.

Why is Board Action Required?

Board approval required to authorize the Mayor to execute this Power of Attorney on behalf of the city because the DEA required Controlled Substance Registration Certificate for operation to the city ambulance in in the name of the City of Osage Bach Ambulance.

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

Motion to approve Resolution 2015.04.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

We recommend adoption to keep the ambulance fully supplied with appropriate medications.

City Administrator Comments and Recommendation:

Concur with the recommendation.

RESOLUTION 2015-04

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH TO AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY A POWER OF ATTORNEY FORM FOR THE DRUG ENFORCEMENT ADMINISTRATION TO APPOINT FLOYD HANDY, THE NEW AMBULANCE SUPERVISOR AS THE CITY REPRESENTATIVE FOR PURCHASING NECESSARY CONTROLLED SUBSTANCE FOR USE ON THE CITY AMBULANCE.

WHEREAS, Board approval is required to authorize the Mayor to execute this Power of Attorney on behalf of the city because the Drug Enforcement Administration required Controlled Substance Registration Certificate for operation to the city ambulance is in the name of the City of Osage Beach Ambulance.

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 HEREBY AUTHORIZES THE MAYOR TO SIGN ON BEHALF OF THE CITY A POWER OF ATTORNEY FOR THE DRUG ENFORCEMENT ADMINISTRATION TO APPOINT FLOYD HANDY, THE NEW AMBULANCE SUPERVISOR AS THE CITY REPRESENTATIVE FOR PURCHASING NECESSARY CONTROLLED SUBSTANCE FOR USE ON THE CITY AMBULANCE

I hereby certify that Resolution 2015-04 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

Date

Diann Warner
City Clerk

Approved as to form:

Edward B. Rucker
City Attorney

Power of Attorney for DEA Forms 222 and Electronic Orders

(Name of registrant) City of Osage Beach Ambulance
 (Address of registrant) 1000 City Parkway
 Osage Beach Missouri 65065
 (DEA registration number) MC 0042628

I, Penny Lyons Mayor of the City of Osage Beach, the undersigned, who is authorized pursuant to Resolution 2015-0__ to sign the current application for registration of the above-named registrant under the Controlled Substances Act or Controlled Substances Import and Export Act, have made, constituted, and appointed, and by these presents, do make, constitute, and appoint Floyd Handy (name of attorney-in-fact), my true and lawful attorney for me in my name, place, and stead, to execute applications for Forms 222 and to sign orders for Schedule I and II controlled substances, whether these orders be on Form 222 or electronic, in accordance with 21 U.S.C. 828 and Part 1305 of Title 21 of the Code of Federal Regulations. I hereby ratify and confirm all that said attorney must lawfully do or cause to be done by virtue hereof.

_____ (Signature of person granting power)

I, _____ (name of attorney-in-fact), hereby affirm that I am the person named herein as attorney-in-fact and that the signature affixed hereto is my signature.

_____ (Signature of attorney-in-fact)

Witnesses:

1. _____ (Signature of witness)
2. _____ (Signature of witness)

Signed and dated on _____ (current date).

Notice of Revocation – to be completed only when Power of Attorney is revoked

The foregoing power of attorney is hereby revoked by the undersigned, who is authorized to sign the current application for registration of the above-named registrant under the Controlled Substances Act or the Controlled Substances Import and Export Act. Written notice of this revocation has been given to the attorney-in-fact _____ this same day.

_____ (Signature of person revoking power)

Witnesses:

1. _____ (Signature of witness)
2. _____ (Signature of witness)

Power of Attorney for DEA Forms 222 and Electronic Orders

Signed and dated on _____ (current date).

Form DEA-223 (4/07)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MC0042628	08-31-2015	FEE EXEMPT
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	MLP-AMBULANCE SERVICE	07-09-2012
CITY OF OSAGE BEACH AMBULANCE 1000 CITY PARKWAY OSAGE BEACH, MO 65065-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

This registration is only for use at Federal or State institutions.
 Registered activity within schedule is restricted by your state.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MC0042628	08-31-2015	FEE EXEMPT

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	MLP-AMBULANCE SERVICE	07-09-2012

CITY OF OSAGE BEACH AMBULANCE 1000 CITY PARKWAY OSAGE BEACH, MO 65065-0000
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Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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This registration is only for use at Federal or State institutions.
 Registered activity within schedule is restricted by your state.

Submission Date: June 8, 2015
Submitted By: City Attorney
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.51 – This ordinance will address abandoned airtight or semi-airtight containers that create a safety and health hazard such as iceboxes, freezers, refrigerators. They will be listed as nuisances subject to prosecution and abatement. This is based on Section 577.100 of the Missouri Statutes which makes such abandonment of an air tight container under Missouri law a Class B misdemeanor.

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

Citizens and visitors to the city, recycling and appliance vendors, city staff.

Why is Board Action Required?

Board approval required to adopt an ordinance.

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

Requesting first reading of Bill 15.51.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

Recommend adoption.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 15-51

ORDINANCE NO. 15.51

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 215.020 BY ADDING ONE NEW SUBSECTION DEFINING ANY ABANDONED ICEBOX FREEZER, REFRIGERATOR, AIRTIGHT OR SEMI AIRTIGHT CONTAINERS AS A NUSIANCE.

WHEREAS, any abandoned icebox, freezer, refrigerator, airtight or semi-airtight container creates a hazard to the safety of persons and property in the City.

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

Section 1. That currently existing Section 215.020.17 is hereby repealed and a new section is hereby enacted and numbered as Section 215.020.17 to read as follows:

17. a. No person shall leave outside of any building or dwelling, or in any place accessible to any child or to the general public any abandoned, unattended, or discarded icebox, refrigerator, freezer, airtight container, semi-airtight container, or any other container of any kind which has an airtight door or lock which may not be released for opening from the inside of the icebox, refrigerator, freezer or container.

b. No person shall leave outside of any building or dwelling or in any place accessible to any child or to the general public any abandoned, unattended, or icebox, refrigerator, freezer, airtight container, semi-airtight container, or any other container of any kind which has an airtight snap lock or other device thereon without first removing the snap lock or doors from the icebox, refrigerator freezer or container. Any icebox, refrigerator or other container, with or without these doors, so found, may be impounded by any officer of the city.

Section 2. That currently existing Section 215.020.18 is hereby repealed and a new section is hereby enacted and numbered as Section 215.020.18 to read as follows:

18. Every act or thing done or made, permitted, allowed or continued on any property, public or private, by any person to the damage or injury of any of the inhabitants of this City and not hereinbefore specified.

Section 3. That a new Section 215.020.19 is hereby enacted and numbered as Section 215.020.19 to read as follows:

19. All such nuisances set forth in this Section shall be subject to abatement by the City at the expense of the property owner, person causing the nuisance or both, as set forth in Section 215.040 of this Code.

Section 4. Severability.

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

Section 5. 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 6. That this Ordinance shall be in full force and effect from and after the date of its final passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.51 was duly passed on _____.

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. 15.51.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: June 9, 2015
Submitted By: Public Works Director
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15-52 – Authorize Mayor to execute Engineering Contract AEOB15-012 Master Agreement with Task Order for Sands/Rockway Low Flow Improvements

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

Citizens of Osage Beach, staff, contractors, HDR

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 15.52.

Are there any deadlines associated with this action?

Yes, we would like to address the operational and odor issues that this is causing.

Budget Line / Source of Funds

35-00-773100 Engineering

Comments and Recommendation of Department:

The Public Works Department distributed the attached memo in mid-May. We would like to proceed with the engineering to solve the issues we are seeing on the sewer system between Sands Lift Station and Rockway.

We have done work with HDR in the past and have been happy with the results. They have extensive knowledge of the City's Sewer System. This contract is set up with a not to exceed amount of \$85,145.00.

This is broken down into preliminary engineering and final design. There are a few options that we would like to take a look at before we go out for bids for construction services.

We will utilize the funds from 35-00-773219 Port Lane for this engineering contract. Port Lane has \$140,000 available. Some of the funds for Port Lane are restricted but there is enough unrestricted to cover this. Port Lane will be done in house next year. By doing Port Lane project in house, project costs will not be as much as originally budgeted. The budget amendment will follow.

We are looking at this now because there is so much variance in the proposed construction options. By starting this project now, we will have a budgetary number for construction before the budgeting process begins for FY 2016.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-52

ORDINANCE NO. 15.52

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A MASTER AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE ENGINEERING SERVICES FOR THE SAND/ROCKWAY LOW FLOW IMPROVEMENTS

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services to accomplish a task order for Sands/Rockway Low Flow Improvements; and

WHEREAS, the City has determined HDR Engineering, Inc. is able to provide such services as described in Exhibit 1 of this agreement.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed eighty five thousand one hundred forty five dollars (\$85,145.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.52 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

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.52.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

MEMORANDUM

To: Mayor
Board of Aldermen
City Administrator

From: Public Works Director

Reference: Sanitary Sewer System

Subject: Rockway and Sands Lift Stations

We have been reviewing the operations of the sewer system while working on odor control particularly between Rockway and Sands Pump Station. One of the things we have noticed is that a significant portion of sewer flow is going to Sands Lift Station which was not the design intent. This flow was planned on going to Rockway Lift Station. This can be seen on the attached drawings. This has created some issues.

- 1) Odor Issues at Rockway since it does not pump often. Example Rockway Lift Station pumped 3 times on May 13, 2015. In comparison, Sands Lift Station pumped 53 times on the same day.
- 2) Operations –Due to the lack of flow to Rockway, it doesn't pump very often resulting in reduced flow. This reduced flow allows sludge to build up in the forcemain. Example – August of 2013, we had a valve damaged. We had to send flow from Sands to Rockway. We did not know at the time but the treatment plant called us and told us that we sent a lot of sludge to them.

We decided to run the system as it was originally intended to solve these issues.

- Summer 2014, we closed a valve near Jayhawk which forced the sewer from Zebra Road and the streets off of Zebra to go to Rockway.
- August 2014, we started getting flashing lights and other issues coming out of the Zebra Area.
- August 25, 2014, we decided to do a Zebra Area Flush to clean out the force mains. We thought that the mains had sludge build up in the Zebra Area and the Osage Beach Parkway Area. We saw a drastic increase in pumping rate at the Harbor Heights Lift Station.
- Late Fall/Early Winter of 2014/2015, we started having some of the same issues. During the same time period, we started changing air release valves for our West Side Sewer System Flush. We noticed a large volume of air coming out of an air release valve located at Osage Village Inn. We did some calculations and realized

that the sewer main is not getting enough flow to keep it cleaned out (no sludge build up). We are also assuming that we are not getting enough sewer flow to push the air out of system.

We are now running the system as it was before with very little flow going to Rockway. We believe only the Osage Beach Road and Outlet Mall area are going to Rockway. The sewage in Rockway is getting very old, therefore causing the odor complaints from Murphy Oil.

We are proposing to modify the sewer system at the Sands Lift Station. We would like to send part of the flow that Sands receives into the old sewer main along Osage Beach Parkway that discharges into Rockway. One of the ideas is to install a new wet well (holding tank for sewage) that is connected to the existing wet well. This new wet well will hold a different size pump that can be put into sequence with the other 4 pumps and send sewage a different direction.

We would like to start the engineering as soon as possible. We understand that there may be odor complaints this year. If we start the engineering now, we will have a budget number by September for the construction cost for the 2016 Budget. We would be under construction by the 1st of the year with an anticipated completion before Memorial Day 2016. We may have to include additional chemical feed facilities but we are already planning to combat the odors at Rockway and the rest of the East Side Sewer System. This project was not budgeted in the 2015 Budget. We propose to delay the Port Lane Project to get this project completed this year. If you are good with this idea, I will be bringing a project to you at the June 18 or July 2, Board of Aldermen Meeting.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 20____, between City of Osage Beach, Missouri, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Joseph Drimmel

TITLE: Vice President

ADDRESS: 4435 Main Street, Suite 1000
Kansas City, MO 64111

EXHIBIT A
SAMPLE TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

- PART 1.0 PROJECT DESCRIPTION:
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
- PART 3.0 OWNER’S RESPONSIBILITIES:
- PART 4.0 PERIODS OF SERVICE:
- PART 5.0 PAYMENTS TO ENGINEER:
- PART 6.0 OTHER:

SAMPLE

This Task Order is executed this _____ day of _____, 20__.

_____	HDR ENGINEERING, INC.
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

SAMPLE

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to allow the ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

Engineer shall tender copies of any and all papers upon request of OWNER. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice.

OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. Unassigned

18. Unassigned

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

TASK ORDER

This Task Order pertains to an Agreement by and between City of Osage Beach, Missouri, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20 __, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 01

PROJECT NAME: Wastewater Collection System – Sands/Rockway Low Flow Improvements

PART 1.0 PROJECT DESCRIPTION:

Currently, flows tributary to the Rockway Pump Station are very low during non-peak periods. This results in long wastewater retention times and corresponding odor issues. The purpose of this Task Order is to investigate the situation, determine the best solution, and design the necessary improvements. It is envisioned that the solution will employ a flow management strategy, likely diversion of flow from the Sands Pump Station, rather than use of odor control chemicals or facilities.

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

Specifically, the scope of services for this phase of work includes hours for the following tasks:

A. Planning Phase:

1. Kickoff Conference Call to discuss existing information needs.
2. Obtain existing information from City, including:
 - a. GIS Mapping
 - b. Most recent aerial photography and contour mapping
 - c. Most recent Equivalent Dwelling Unit (EDU) counts for connections between Sands and Rockway Pump Stations
 - d. Flow meter data for Osage Beach plant flow meter
 - e. Pump run time information for Rockway Pump Station
 - f. Record Drawings, O&M manuals, and pump curves for Sands and Rockway Pump Stations
 - g. Record Drawings for forcemain between Sands and Rockway Pump Stations and for Bypass Forcemain
 - h. Other
3. Review/summarize existing information.
4. Develop base map, system schematic, and analysis assumptions.
5. Meet with City to tour site to review existing conditions and analysis approach, and to determine alternatives to be evaluated.

6. Create simplified hydraulic model with flow inputs for branch lines.
7. Evaluate four alternatives;
 - A) New pump (approximately 1200 gpm) in existing wet well and 16-inch forcemain (approximately 600 LF)
 - A1) New pump (approximately 1200 gpm) in new wet well and 16-inch forcemain (approximately 600 LF).
 - B) Control valve and meter in new vault and 16-inch forcemain (approximately 600 LF).
 - C) Small pump (500-700 gpm) in existing wet well and 8 inch (approximately 1200 LF).

Determine conceptual layout, quantities, and cost estimates for each.
8. Prepare Letter Reports summarizing findings and recommendation.
9. Meet with City, review and finalize Letter Report.

B. Final Design Phase – Base Scope :

1. Site visit to confirm record drawing information, electric service configuration, SCADA configuration, and forcemain alignment.
2. Obtain Right of Way (ROW) maps and existing City easements along Osage Beach Parkway.
3. Request utility locates.
4. Perform topographic survey of site, utilities, and critical elevations, and to confirm ROW/easement limits.
5. Prepare preliminary Process and Instrumentation Diagram (P&ID) depicting pump and/or control valves, and overall control scheme.
6. Perform detailed hydraulic calculations and select pump and/or control valve, and related equipment.
7. Develop preliminary alignment/ROW map of forcemain showing all appurtenances and tie-ins.
8. Develop preliminary Process Plan and Electrical One Line Diagram.
9. Meet with City to review preliminary design documents.
10. Prepare 90% Plans, Specifications, and Cost Estimate (see attached drawing list) and submit to City.
11. Meet w/City and review 90% Plans and Specifications.
12. Finalize Plans and Specifications, submit to MDNR, and assist in obtaining approval.

C. Final Design Phase – Additional Scope if Alternative C is selected:

1. Additional Survey.
2. Additional Plan and Profile Drawing.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Make available any and all existing data concerning the project that may be available.
- C. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- D. Perform reviews at appropriate stages in the project.

PART 4.0 PERIODS OF SERVICE:

The ENGINEER will complete all services associated with this task order as follows.

Planning Phase: 60 days from notice to proceed.

Design Phase: 90 days from approval of planning phase recommendation.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for ENGINEER'S services under this Agreement shall be on the basis of hourly rates with a not-to-exceed total for the Base Scope of \$85,145.00.

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

PART 6.0 OTHER:

None.

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: Joseph E. Drimmel, P.E.

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 4435 Main St., Suite 1000
Kansas City, MO 64111

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

~~All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. Engineer shall tender copies of any and all papers upon request of OWNER. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom.~~ Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to ~~include~~ allow the ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ~~ENGINEER's services are performed~~ of Missouri.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK Unassigned

~~OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.~~

18. LITIGATION SUPPORT Unassigned

~~In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.~~

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

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~~limitation of liability shall be paid by CLIENT.~~

19b. MAINTENANCE OF STRUCTURES AND SYSTEMS

CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER's are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all, permits, laws and regulations that permit the construction and operations of the structure(s) and systems including any Engineer prepared operations and maintenance plans. Should CLIENT fail to maintain the structures to be in full compliance permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

Submission Date: June 8, 2015
Submitted By: City Attorney
Board Meeting Date: June 18, 2015

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.53 - This ordinance will address the city's obligation to conform to state and federal law concerning the deployment of wireless infrastructure by acknowledging state and federal preemption in the event of a conflict.

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

Wireless providers, citizens and visitors who use wireless services, city staff.

Why is Board Action Required?

Board approval required to adopt an ordinance.

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

Requesting first reading of Bill 15.53.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

Recommend adoption.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 15-53

ORDINANCE NO. 15.53

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 405.080 DEALING WITH WIRELESS COMMUNICATIONS INFRASTRUCTURE BY ADDING A NEW SUBSECTION C DEFINING AND CLARIFYING THE INTERPRETATION AND EFFECT OF OSAGE BEACH MUNICIPAL CODE SECTIONS 405.440 TO 405.580 IN THE EVENT OF A CONFLICT WITH STATE OR FEDERAL LAW

WHEREAS, the city is obligated to conform to state and federal law as required by section 71.010 of the Revised Statutes of Missouri and pursuant to that statute shall “confine and restrict its jurisdiction and the passage of its ordinances to and in conformity with the state law upon the same subject;” and

WHEREAS, the deployment of wireless infrastructure is governed by federal and state laws including the Telecommunications Act of 1996, 47 U.S.C. § 301 et. seq. and the Uniform Wireless Communications Infrastructure Deployment Act, §§ 67.5090 to 67.5103, RSMo.

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

Section 1. That a new subsection c, in Section 405.580 be and is hereby enacted as follows:

c. Sections 405.440 to 405.580 of this code shall be interpreted and enforced in conformity with, the Telecommunications Act of 1996, 47 U.S.C. § 301 et. seq., the Uniform Wireless Communications Infrastructure Deployment Act, §§ 67.5090 to 67.5103, R.S.Mo. and, with all other state and federal laws applicable to the same subject matter. Nothing contained in 405.440 to 405.580 shall be construed to abrogate or supersede these acts, or any other state statute or act of Congress. Whenever any part of any of these sections shall be in conflict with state or federal statutes or regulations on the same subject, the applicable state or federal law shall control.

Section 2. Severability.

The chapter, 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 judgement or decree 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 its final passage.

Bill No. 15-53
Page 2

Ordinance No. 15.53

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.53 was duly passed on _____.

Ayes:

Nays:

Abstain:

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. 15.53.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: May 26, 2015
Submitted By: Todd Davis, Police Chief
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.54 – Authorization for the Mayor to execute an agreement with VIPER As A Service - 911 Telephone Equipment

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

City of Osage Beach, Police Department Communications Division, Citizens and Visitors

Why is Board Action Required?

Board approval required for purchases and contracts over \$5000.00

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

Motion to approve first and second reading of Bill 15.54.

Are there any deadlines associated with this action?

Yes, Quote is valid for 120 days from May 13, 2015.

Budget Line / Source of Funds

10-15-774267 Capital Communications Equipment (\$56,785.00 for 2015)

Comments and Recommendation of Department:

It is the recommendation of the Police Department to purchase the Viper As A Service from Intrado, Inc. at an amount of \$232,210.60 off of a quote from HGAC-Buy. This will be the most current, updated version of what we are currently utilizing.

As budgeted, this will be a (5) five year lease of equipment and services. There will be \$20,710.00 due at contract agreement, then \$3,525.01 due monthly, for (60) sixty months

beginning at acceptance of equipment. FY2015 expenditure will be \$41,860.06 (\$20,710 plus six (6) months of service), \$14,924.94 under due to contract execution mid-year.

City Administrator Comments and Recommendation:

This is a budgeted item and is being purchased through a cooperative purchase agreement. Concur with the Police Chief's recommendation.

BILL NO. 15-54

ORDINANCE NO. 15.54

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INTRADO TO PROVIDE 911 TELEPHONE EQUIPMENT

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Intrado to provide 911 Telephone Equipment.

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 Intrado in the form attached hereto to provide services as indicated on the attached "Exhibit A".

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.54 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

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.54.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk



Intrado V-VIPER

for

Osage Beach, MO

(Direct Sale with HGAC Buy discount pricing)

Quote Number: 3310

Version: 1

ACCEPTED AND AGREED:

Total Purchase Amount: \$ _____

Customer Entity Name

By: City of Osage Beach

Name: Penny A. Lyons

Title: Mayor

Date Signed: June 18, 2015

Customer must initial one of the following:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The applicable terms and conditions located at <http://www.intrado.com/terms> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

V-VIPER as a Subscription

Model#	Description	Qty	Unit Cost	Total
Non – Recurring Fees				
V-Vaas				
912760/S-NR	V-VaaS One-Time Fee per Position	3		
TXT29-1-1				
ITXTOTF2	TXT29-1-1 One-Time Setup Fee	1		
P10063	ITS Equipment (One-Time Fee)	1		
950104	Professional Services – Per day	1		
960575	Living Expense Per Day	3		
960580	Travel Fee	1		
			Subtotal	\$20,700.00

V-VIPER as a Subscription Monthly Charge over 60 Months

V-Vaas				
912760/S	V-VaaS System Monthly Fee	3		
TXT29-1-1				
912760/S	TXT29-1-1 Integrated with Power 911 Monthly ITS Service Monthly Recurring Fee	60		
P10064	ITS Service Monthly Recurring Fee	60		
Services				
Onsite Critical spares				
912760/S-O	Monthly Fee over 60 Months	60		
Software Subscription				
912760/S-O	Monthly Fee over 60 Months	60		
Onsite Maintenance				
912760/S-O	Monthly Fee over 60 Months	60		

Total (5 Year Subscription)

			Subtotal	\$211,500.00
			Per Month	\$3,525.00

Configuration Parameters - Osage Beach**VIPER**

How many total E9-1-1 CAMA Trunks are required?	3
Total Number of FXO Lines	16
Total Number of ISDN-PRI channels (T1)	0
UPS for VIPER?	Not Included
Is ECCP required?	Not Included
Is Power Monitor required?	Not Included
Is VIPER ACD required?	Not Included

Answering Positions

How many positions are there in the system?	3
---	---

Power 911 Intelligent Workstation Features

Add-on for Radio Recorder	Included
Data Transfer to Remote FAX Machines (XDC)	Not Included
UPS on Workstation PCs (30 minutes)	Not Included
UPS on Servers	Not Included
IWS Programmable Keypads	Not Included

Power MIS and ePrinter

Ad-hoc reporting required?	Not Included
Is Power MIS Required?	Included
ePrinter required?	Not Included

Miscellaneous

Monitors?	Included
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GIS

Is MapFlex required?	Not Included
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3310 v1- Osage Beach, MO

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912800	VIPER Gateway Shelf	4			
912801	CAMA Interface Module (CIM)	3			
912813	48V Power Supply and Shelf - VIPER System	2			
912814	Admin Interface Module (AIM)	4			
912760/3	V-VIPER Core Equipment Three Position Bundle	1			
912750	V-VIPER Cabinet	1			
Power 911					
913152	Power 911 Add-On Recorder for Radio	3			
913152/CD	ITRR Media Kit	1			
Power MIS					
920100/CD	Power MIS Media and Documentation	1			
920100	Power MIS Server Software License (SSL)	1			
920101	Power MIS Concurrent Client Access License (CCAL)	1			
920102	Power MIS Data Access License	3			
IWS Workstations					
P10096	20" LED Backlit Monitor	3			

Common Hardware

914434/R	HP Backup System (internal) with Rack-Mount Kit	1
P10092	HP RDX removable disk backup system (internal)	1
P10093	2 TB removable disk cartridge	1
P10094	Symantec backup software	1

Peripheral Hardware

914514	Color Laser Printer	1
915109/P	Alarm Panel (Includes Power Supply)	1
600150	Punch Blocks	4
207-990000-046	25 Pair Amphenol Cable	4
960103	Network Cabling	6
914840/1	Modem DSU/CSU (Digital)- 2 units	1

Critical Spares

912800	VIPER Gateway Shelf	1
912801	CAMA Interface Module (CIM)	1
912813	48V Power Supply and Shelf - VIPER System	1
912814	Admin Interface Module (AIM)	1
912761	HP 2530 24 Port Switch	1

Staging

950852	Front Room Equipment Staging - Per Position	3
950853	Back Room Equipment Staging - Per Cabinet	1

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Project Survey

950100	Project Survey (per Site)	1
960575	Living Expense per Day per Person	3
960580	Travel Fee per Person	1

Installation

950104	Intrado Professional Services (per Day)	3
960575	Living Expense per Day per Person	5
960580	Travel Fee per Person	1

Call Taker and Admin Training

960780	Power 911 Administrator Training	1
960801	Power 911 User Training	1
960575	Living Expense per Day per Person	4
960580	Travel Fee per Person	1

Project Management

950510	Project Management Services	1
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CCS Training

P10087	CCS Training	1
960575	Living Expense per Day per Person	1
960580	Travel Fee per Person	1

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Configuration Parameters - Osage Beach - Text

Model#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 One-Time Fees					
ITXTMRF2	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per PSAP- Target Price (1-4 seats)	60			
ITXTOTF2	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP-Target Price (1-4 seats)	1			
ITS Equipment					
P10063	ITS Equipment	1			
ITS Installation					
950104	Intrado Professional Services (per Day)	1			
960575	Living Expense per Day per Person	3			
960580	Travel Fee per Person	1			
One-Time ITS Installation Discount					
DISCOUNT SYST	System Discount	1			
Intrado Transport Services					
P10064	ITS Service (Monthly)	60			

Maintenance Services

Model#	Description	Qty	List Price	Selling Price	Total Price
Software Subscription					
	<i>Prepaid Software Subscription – 5 years</i>				
950999/SUB1	Software Subscription Service - 1 Year/Position	15			
Software Protection and Remote Tech Support					
	<i>Prepaid Software Protection – 5 years</i>				
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	12			
On-Site Maintenance					
	<i>Prepaid On-Site Maintenance – 5 years</i>				
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions)	15			

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3310 v1- Osage Beach, MO

Notes

- 1** V-VIPER as a Subscription (V-VaaS) is a subscription based service providing the following:

Intrado V-VIPER 3 position system bundle with standard Peripheral Hardware , MIS and Radio Recorder. The system will be equipped with 3 CAMA trunks and 16 administrative lines (FXO). Position monitors have been included. Pricing includes all required integration services (Staging, Project Survey, Installation, Training and Project Management). Software Protection & Remote Technical Support Service, Software Subscription Service, On-Site Maintenance Service, Hardware Protection Service and Critical Spares are included in the monthly fee.

Complete list of all included equipment can be found on the Equipment Configuration section of this quote.

Minimum 60 month term.

- 2** The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included. Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to Customer's System. When the customer requests to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.
-

- 3** Software Protection and Remote Technical Support is a coverage requirement with the purchase and ownership of Intrado CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least for a one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
 - b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.
-

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado Software. Customers may then request the new update from Intrado, based on applicability of the release to Customer's System. When the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 4 This quote provides the services and equipment to provide TXT29-1-1 Services for Osage Beach, MO, for a five Year contract period.

Terms and conditions specific to TXT29-1-1 Power Services are contained in the TXT29-1-1 Power Service Guide located at www.intrado.com/terms.

V-VaaS consists of the provision of the equipment and software described herein, on a subscription basis. Intrado will retain ownership of all hardware, and the customer receives a license to use the hardware and software during the subscription period. The customer is responsible for insuring the equipment and replacement in the event of damage or destruction to the equipment if not due to the actions of Intrado.

Terms

SUBMIT P.O. ordermanagement@intrado.com**PRICING** All prices are in USD
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.**SHIPPING TERMS** FCA (Montreal), INCOTERMS 2010**PAYMENT** Per Contract**DELIVERY** TBD**VALIDITY** Quote is valid until **120 Days**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

City of Osage Beach MO

INTRADO INC.

Authorized Signature

Authorized Signature

Penny A. Lyons

Name Typed or Printed

Name Typed or PrintedMayor June 18, 2015

Title Date signed:

Title: Date signed:

Submission Date: June 12, 2015
Submitted By: Public Works Director
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.55 – Request to amend the 2015 Budget for engineering services

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

Citizens of Osage Beach, City Staff

Why is Board Action Required?

Board approval required for budget amendment

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

Requesting first and second reading of Bill 15.55.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

35-00-773100 Engineering

Comments and Recommendation of Department:

This budget amendment is for the engineering work to be completed on the sewer system modifications.

We are recommending transferring the funds from Port Lane. We will not be able to complete the Port Lane project this year. This project is not adding new users it was an upgrade in the sewer force main on Port Lane. It is an operational and maintenance issue that can be delayed.

The Public Works Department recommends approval. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-55

ORDINANCE NO.15.55

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 14.62 ADOPTING THE 2015 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2015 Annual Budget adopted as Ordinance No. 14.62 is hereby amended by transferring \$85,145 from line item 35-00-773219 designated as Port Lane to line item 35-00-773100 designated as Engineering increasing line item 35-00-773100 from \$5,000 to \$90,145.

Section 2. In all other respects the 2015 Annual Budget adopted in Ordinance No. 14.62 remains in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.55 was duly passed on _____, 2015 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

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.55.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: June 9, 2015

Submitted By: City Attorney; Chief of Police

Board Meeting Date: June 18, 2015

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

This is a draft agreement for tow truck operators that wish to be listed on the tow rotation list maintained by the city to use when the police or a private owner needs to ask for tow services.

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

Citizens and visitors of Osage Beach, tow truck operators, police, 911 dispatchers.

Why is Board Action Required?

Board approval required to authorize the Chief to sign this agreement on behalf of the city.

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

Motion to approve agreement

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

This draft will regularize and govern our relationship with tow truck operators listed on the tow truck rotation agreement and set standards to create a level playing field for all providers. The City Attorney and Chief of Police recommend adoption.

City Administrator Comments and Recommendation:

Concur with the City Attorney and the Police Chief's recommendation.

Tow Truck Rotation List Participation Agreement

This agreement for participation in the Osage Beach, Missouri Tow Truck Rotation List is made as of this _____ day of _____, 20____, by and between the City of Osage Beach, Missouri, a Municipal Corporation (hereinafter "the City") and _____ a sole proprietorship/partnership/corporation (hereinafter "Tow Company").

Article I Rotation List Procedures

1. Osage Beach has established the Police Department Tow Truck Rotation List, which consists of qualified tow truck operators who shall perform towing and storage services for motor vehicle owners in the corporate limits of the City. For purposes of tow truck calls there shall be two rotation lists. The lists shall designate tow truck operators who have the equipment for standard towing operations and operators which are equipped for heavy towing operations. Only those Tow Companies with heavy equipment shall be placed on the rotation list for heavy towing operations.
2. Tow truck companies shall be listed on a rotation list only once, multiple listings for the same owner/operator will not be allowed.
3. Whenever the City's Communications Center receives a request for a tow truck, the Communications Officer will contact the Tow Company that is on rotation. However if the Tow Company fails to confirm within five (5) minutes that it will be dispatching a tow truck to the scene of the request, the Tow Company that is next on the rotation shall be called.
4. Only the Tow Company called shall respond to the tow. If the called Tow Company cannot respond, they shall not contact another Tow Company to perform the tow in their place.

Article II Scope of Tow Company Services

1. The Tow Company shall fully comply with the rotation list procedures outlined in Article I of this Agreement.
2. The Tow Company shall arrive at the scene of a request within twenty (20) minutes after the receipt of a call during regular working hours and within thirty (30) minutes after receipt of a call at all other times. Regular working hours shall mean 8:00 a.m. to 5:00 p.m., Monday thru Friday, excluding legal holidays.
3. The Police Officer at the scene shall direct the Tow Company to the motor vehicle that is to be towed. The Tow Company shall remove from the area all broken glass, metal and debris. The Tow Company shall transport the motor vehicle to a place designated by the responsible party for the vehicle or to a place where the Tow Company stores its towed vehicles. If the motor

vehicle is towed anywhere other than the Tow Company's lot, the owner is responsible for payment at the time unless other arrangements are made with the individual Tow Company. The vehicle owner must be advised of the amount due prior to engaging the tow vehicle.

Article III Requirements for a Tow Company

1. Each Tow Company shall occupy a separate business address from any other Tow Company participating in the rotation list. An owner may not list multiple addresses in an effort to appear on the rotation list multiple times. If a Tow Company is violating this provision, the Tow Company may be removed from the tow rotation list.
2. The Tow Company shall operate at least one tow truck which meets the following requirements:
 - a. capable of towing two-and-a-half (2 ½) tons;
 - b. a "roll-back" type wrecker, or equipped with one set of towing dollies and one belt type sling or wheel lift;
 - c. equipped with a broom, shovel, container for debris, fire extinguisher, and adequate warning lights; and
 - d. based in the corporate city limits of Osage Beach.
3. The Tow Company shall designate only one telephone number for the Communications Center to call when requesting the dispatch of a tow truck pursuant to the rotation list.
4. The Tow Company may indicate whether or not it operates tow trucks with a capacity greater than two-and-a half (2 ½) tons to become eligible to participate in the heavy equipment rotation list.
5. The Tow Company shall maintain in full force and effect throughout the period of this agreement general liability insurance covering bodily injury and property damage in an amount not less than \$300,000.00 per occurrence, and not less than \$100,000.00 for property damage per occurrence on each tow truck.
6. The Tow Company shall carry Care and Custody insurance, to include fire, theft of entire vehicle, riot or civil commotion, vandalism and malicious mischief in an amount not less than \$50,000.00.
7. The Tow Company shall provide the City with a certificate of insurance prior to execution of the contract with the Tow Company and the City shall be named as an additional insured on each policy. The Police Department shall be provided with copies of said certificates for their files.
8. The Tow Company shall maintain sufficient space within the City to store ten (10) motor vehicles. Such space shall be completely enclosed by the minimum of a five (5) foot high chain link fence and afford protection to the stored vehicles. Such space shall be kept in compliance with the Osage Beach Code of Ordinances and, in particular the Zoning and Health codes.

9. The Tow Company shall allow the owner, or their agent, of any wrecked vehicle stored on the Tow Company's premises to inspect the vehicle on at least three (3) separate occasions without additional cost, if the inspections are made during the regular working hours of the Tow Company.
10. The Tow Company shall obtain a current Osage Beach Business License.
11. The Tow Company's Tow Trucks shall have the company name and phone number in lettering at least two (2) inches in height in a conspicuous location.
12. The Tow Company shall have Department of Transportation (D.O.T.) Inspections conducted annually and have those inspection certificates available for inspection at the request of the Police Chief or his designee.
13. The Tow Company employees are required to adhere to worker visibility standards as outlined in 23CFR634. High visibility safety apparel shall be worn by the Tow Company employees when working in the roadway. High visibility apparel shall meet or exceed Class 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High Visibility Safety Apparel and Headwear."

Article IV

Charges for Tow Company Services

1. In towing any motor vehicle weighing two-and-one-half (2 ½) tons or less pursuant to this agreement, the Tow Company shall not charge the vehicle owner in excess of the following amount:
2.
 - a. Fifty-five Dollars (\$55.00) during normal business hours;
 - b. Eighty-five Dollars (\$85.00) after normal business hours;
 - c. An additional Twenty-Five Dollars (\$25.00) may be added to the allowed charge if, and only if, the use of towing dollies or a roll back is required;
 - d. An additional one dollar and fifty cents (\$1.50) per minute winching charge for the actual time incurred, exclusive of hook up time and unnecessary delays, when a motor vehicle is overturned, down an embankment or requiring excessive manipulation as to cause greater than normal difficulty in preparing it for tow;
 - e. Storage fee's
 - i. Forty dollars (\$40.00) outside per day
 - ii. Forty-five dollars (\$45.00) outside covered per day; (only if requested by vehicle owner or Law Enforcement)
 - iii. Sixty dollars (\$60.00) inside secured storage per day; (only if requested by vehicle owner or Law Enforcement)

- f. Release of Vehicles
 - i. Fifty dollars (\$50.00) to release a vehicle after normal business hours or to make arrangements to remove anything from the vehicle. All prescription medications or medical devices shall be immediately released upon request without a fee.
 - g. There shall be no release of a vehicle at night without the authorization of an Osage Beach Police Officer.
3. The purpose of this Article is not to establish a minimum charge for those services rendered pursuant to the rotation list, but to establish a maximum allowable rate for such calls to preclude excessive and arbitrary charges on vehicle owners receiving services through the Tow Company. Should the Tow Company charge a fee in excess of that allowed under this Article, the City may remove the Tow Company from participation in the rotation list for a period up to one (1) year or may declare the Towing Company in default and this Agreement null and void pursuant to the procedures outlined in Article V. The City reserves the right to refuse to allow the Tow Company to participate in the rotation list for a period of time not to exceed five (5) years following a declaration of default.

Article V

Removal of Tow Company from List

1. Whenever the City desires to remove a Tow Company from participation in the rotation list, a written notice shall be sent to the address provided to the City by the Tow Company.
2. Whenever grounds to remove a Tow Company from the rotation list are based on failure to meet the minimum requirements of this agreement, the Tow Company shall either comply or request a meeting with the Police Chief within five (5) days of receiving written notice.
3. When grounds to remove a Tow Company from the rotation list are based on excessive charges, failure to promptly dispatch a tow truck or to confirm a rotation list call, or for any other reason, the Tow Company must request a meeting with the Police Chief within five (5) days of receiving written notice.
4. Causes for removal of a Tow Company from the rotation list and terms of the removal shall include, but are not limited to the following:
 - a. Failure to meet the minimum requirements set forth in this agreement.
 - b. Charging a fee in excess of that authorized in this agreement or charging for services not reasonably required under the circumstances of a particular tow.
 - c. Failure to respond to ten (10%) percent or more of the requests for service during any six (6) month.
 - d. Failure to remove from the crash area any broken glass, metal and debris caused by the crash.

- e. Other good cause shall include, but is not limited to the following:
- i. Conduct during a towing operation that is careless, negligent or reckless and without due concern for the safety and property of others.
 - ii. Conduct during a towing operation that is careless, negligent or reckless and results in damage or destruction of private or municipal property.
 - iii. Conduct that is uncooperative with or offensive toward the public or City official.
 - iv. Use of improper or defective equipment during the performance of a rotation list call which endangers or may endanger the safety or property of others.
 - v. Responding to a rotation list call while under the influence of an intoxicating beverage or drug.
 - vi. Failure to maintain current licenses as required under federal, state, or local laws.
 - vii. Making unsubstantiated public statements regarding the City, its officials or employees.
 - viii. Commission of any misdemeanor, felony, or any alcohol related driving offense, leaving the scene of an accident, or any driver's license offense under any state law or municipal ordinance.

Removal shall be for a period of not less than thirty (30) days.

5. Should the Tow Company be removed from the rotation list for a default declared under this Agreement, any tow truck company participating or seeking to participate in the rotation list that has as a principal a person who is also a principal of a Tow Company who was removed, shall not be allowed by the City to participate during the term of removal of the Tow Company.

Article VI Additional Terms

1. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Should the City be required to instigate legal action to enforce any of its rights set forth in this Agreement, the City shall be entitled to reimbursement for all reasonable attorney's fees and costs incurred as determined by the court in any such action.
2. This Agreement is the sole and exclusive agreement of the parties concerning the Tow Company's participation in the rotation list and supersedes any and all other agreements, whether written or oral, between the City and the Tow Company with respect to the same.

- 3. All heading, titles, and paragraph captions are inserted in this agreement for convenience of reference only, are descriptive only and shall not be deemed to add to or detract from, or otherwise modify the meanings of the paragraphs.
- 4. Waiver of any of the provisions of this Agreement, or any breach of this Agreement, shall not thereafter be deemed a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.
- 5. The Police Chief shall be the City's designated agent for actions under this agreement.
- 6. The terms of this Agreement shall at all times be consistent with the Osage Beach Code of Ordinances.

Article VII
Term

- 1. The term of this Agreement shall begin as of the first day of _____, 20____, and shall expire on the last day of _____, 20____.
- 2. Upon expiration this agreement shall continue on a month to month basis until parties enter into a new agreement.
- 3. Not later than sixty (60) days prior to the date on which this Agreement is set to expire, the City may review the content of the same and propose any changes deemed necessary for it to operate in its most effective manner possible. Any revisions to the Agreement shall be presented to the Board of Aldermen, which must approve the new Agreement.
- 4. This agreement may be terminated by action of the Board of Aldermen with a 30 day written notice to all parties.

IN WITNESS WHEREOF, The Tow Company and the City have each caused this Agreement to be executed by their duly authorized representatives.

TOW COMPANY:

CITY:

By: _____
 Title: _____
 Address: _____

 Phone: _____

By: _____
 Title: Mayor
 Address: 1000 City Parkway
 Osage Beach, MO 65065
 Phone: 573-302-2000

ATTEST:

ATTEST:

 Title: _____

 Title: City Clerk

Submission Date: June 9, 2015
Submitted By: Public Works Director
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Lee C. Fine Parallel Taxiway Project Grant Application

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

Citizens of Osage Beach, visitors, 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):

Motion to proceed with the application

Are there any deadlines associated with this action?

Yes. If we would like to proceed with receiving Federal Fiscal Year 2016 (FFY16) funds, we need to notify MoDOT Aviation.

Budget Line/Source of Funds

45-00-773216 Taxiway Project

Comments and Recommendation of Department:

This item is to apply for FAA Funds for the rehab of the taxiway at Lee C. Fine Airport.

Staff has recently learned about various aviation funding sources. We have always used Non-Primary Entitlement Funds for Airport Improvements. At a recent conference, we learned that FAA has funds that go thru MoDOT that city/airport sponsors have the ability to apply for.

We met with MoDOT in January to introduce the new airport manager and talk about various projects. One of the projects we talked about was the rehab and upgrade of the Lee C. Fine Taxiway Project. This project is listed in the Airport Layout Plan (ALP) for Lee C. Fine. MoDOT said that there is a pavement analysis being completed. They shared with us the condition of the pavement. The results of this testing showed that work needed to be done on the taxiway.

MoDOT asked us recently if we would like the project scored for FAA funds. We asked them to include it to get an idea where it was at in relation to other airport projects. We scored well and there is potential that we could receive FY2016 Funds. The Federal Fiscal Year starts October 1, 2016.

The total project is estimated to cost approximately \$5 million dollars. The City's out of pocket cost would be a 10% match. Due to the size of the project we looked at splitting this project into 2 phases. Phase I – Total \$3 M; City's out of pocket \$300,000 – Timeframe of FY2015-FY2017, Phase II – Total \$2 M; City's out of pocket \$200,000 – Timeframe of FY2017-FY2018.

It is estimated that there will be money in this year's FY2015 LCF budget to begin Phase I of the project, the engineering – estimated at \$300,000. The City's out of pocket cost would be \$30,000 in local match. If you would like to proceed with this project, it will need to be designed and bid using NPE (Non-Primary Entitlement Funds) no later than May 1, 2016. The bids will need to be finalized by the end of June. It is possible that this project starts construction in FY2016 but more than likely it would start in FY 2017. We would have to start the design for this project this year, as stated above.

Estimated Budget for Phase I

	<u>Total Project</u>	<u>City Cost (10%)</u>
FY2015	\$ 300,000	\$ 30,000
FY2016	\$1,350,000	\$135,000
FY2017	<u>\$1,350,000</u>	<u>\$135,000</u>
	\$3,000,000	\$300,000

If we start and finish the construction in 2016, we will have to budget all of the construction in 2016 not some in 2016 and 2017. Additional details will be worked out during the FY2016 budget process.

The Public Works and Airport Departments would like to proceed with this application.

City Administrator's Comments and Recommendation:

If approved, a FY2015 Budget Adjustment will be done once the engineering contract is completed and costs are confirmed. Concur with the recommendation.

Submission Date: June 10, 2015
Submitted By: Public Works Director
Board Meeting Date: June 18, 2015

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Proposed Well Plugging Grant to cap existing well near Ledges Condos

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

Citizens of Osage Beach, Ledges Condos, and City Staff

Why is Board Action Required?

Board approval required for expenditures over \$5,000

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

Motion

Are there any deadlines associated with this action?

Yes. Grants are available July 1

Budget Line / Source of Funds

30-00-774269 Tower & Well Improvements D&R

Comments and Recommendation of Department:

At the May 7th, Board of Aldermen Meeting, we asked to apply for well capping grant funds thru the Missouri Department of Natural Resources. MDNR has notified that there will not be a limit on how much a City can receive. We would like to apply for an additional well.

We have sent in the application for the 2 wells on Mace Road. We would like to apply for funds to cap the well that the City owns near Ledges Condos. We are estimating that this project will cost approximately \$10,000.

This grant is 100 %. We do have funds available to use if we don't receive 100 % of the funds required. We have an additional \$15,000 in 30-00-774269 Tower & Well Improvements D&R.

The Public Works Department recommends approval.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.