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

TENTATIVE AGENDA

REGULAR MEETING
August 6, 2015 – 6:30 P.M.
CITY HALL

***** **Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

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 07/18/15 (Page 01)
- Bills List (Page 14)

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Discussion of Improvements on Nichols Road (Page 40)

B. Bill No. 15-66. Establishing a Conflict of Interest Policy to Disclose Potential Conflicts. First and Second Readings (Page 42)

C. Bill No. 15-67. Authorize Mayor to Execute Engineering Contract with HR Green, Inc. to Provide Design Services for Improvements on Osage Beach Parkway at Highway D. First and Readings (Page 46)

D. Bill No. 15-68. Authorize Mayor to Execute Contract for Winn Road Improvements. First and Second Readings (Page 70)

E. Bill No. 15-69. Amend Chapter 125 Human Resources Rules and Regulations Regarding Employee Health and Safety. First and Second Readings (Page 80)

F. Bill No. 15-70. Authorize Mayor to Execute Contract for Storm Water Improvements on Various City Streets. First and Second Readings (Page 85)

G. Bill No. 15-71. Authorize Mayor to Execute Contract for City Hall Lower Parking Lot Improvements. First and Second Readings (Page 95)

H. Bill No. 15-72. 2015 Budget Amendment for Miscellaneous Streets/Roads. First and Second Readings (Page 104)

I. Bill No. 15-73. Establishing School Zone Speed Limit on Nichols Road. First and Readings (Page 106)

J. Authorize Purchase of Pump Tooling (Page 109)

K. Authorize JCI Industries to Rebuild Three Lift Station Pumps (Page 113)

L. Authorize Purchase of Sands Air Duct Piping (Page 117)

M. Request to Reject all Bids for Lee C. Fine Airport Seal Coating (Page 120)

N. Authorize Purchase of Holiday Displays from Christmas Done Bright (Page 123)

O. Approve Payment of Two Insurance Claims (Page 127)

P. Request to Reschedule October 15, 2015 Board of Aldermen Meeting (Page 131)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

Diann Warner, City Clerk,
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230
dwarner@osagebeach.org

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

DRAFT

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

July 18, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, July 18, 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.

Mayor's Communications.

Mayor Lyons reported that George Baker passed away on July 2nd. He served as a volunteer on several committees over the years and Mr. Baker had a great deal of input on public utilities and fee structuring during the early years of the sewer system . Recently he had volunteered as an alternate on the Board of Adjustment. Mayor Lyons offered condolences to Mr. Baker's family on behalf of the City.

Mayor Lyons reported that the Sustainable Ozark Partnership issued a press release that there would be an estimated loss of 774 positions at Fort Leonard Wood. Earlier this year, the job loss was predicted to be 5,400 and there still could be some civilian jobs lost. Mayor Lyons said in 2014 and earlier this year there was a lot of feedback about the cuts and the effects on the local economy. Many who are present were among the 2,000 Missourians who attended the public comment session at the Fort. Joe Driskill, who spoke at City Hall, feels the Army heard the area's concerns.

Mayor Lyons reported that the Welcome to Summer event at the park was well attended and several businesses not only helped with the funding but provided volunteers. The fireworks were great and many commented that those who could not attend the event were able to enjoy the fireworks from their homes. Mayor Lyons hoped the Board would include this event in next years' budget.

Mayor Lyons thanked members of the TIF Commission for their work on a complicated but positive project for the lake area. She reported that the TIF Commission voted unanimously to recommend the Arrowhead Centre project to the Board of Aldermen.

Citizens Communications.

John Layden who lives on College Boulevard was present and stated that he built his home ten years ago, there is a major water line on the easement beside his house and there is a leak at the bottom of the property that goes across the sidewalk and onto the street. He said the City has been out several times and he was told he needed to install a clay plug at the top of the hill. Mr. Layden said that his neighbor fell last week and broke his shoulder after he slipped while walking on the wet pavement. He said it is also slick in the winter. Mr. Layden said that Alderman Ron Schmitt is looking into this matter.

Lori Blacksher said her uncle fell and broke his shoulder after he stepped onto wet pavement and she asked for the City's help in resolving the water leak.

Jody Hanner of Cayman Beach said she has lived on Nichols Road most of her life and she said a

DRAFT

turn lane is necessary for the new Osage Beach Elementary School. She added that the school has spent money to have plans drawn up for a turn lane for the community and for residents of Nichols Road.

Mrs. Hanner cited some statistics, copies of which were distributed by Alderman Marose. She asked if the City has a plan for a turn lane at the new Osage Beach Elementary School.

Danna Kahrs asked if there were plans for a turn lane at the school. Mayor Lyons responded that when this issue was discussed, the superintendent of schools did not believe it was necessary at that time. Mrs. Kahrs asked if anyone had been out to look where buses and vehicles would be entering. Mayor Lyons said there had been no concerns expressed by the school. Mrs. Kahrs commented that conversations with members of the school board indicated they do have concerns regarding the road.

The citizen's input portion of the meeting concluded at 6:40 p.m.

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting held on June 16, 2015, the bills list as submitted, and a liquor license for The Solomon Group, LLC. Alderman Walker seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill 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

Mayor Lyons presented the second and final reading of Bill No. 15-51 by title only. It was noted that Bill No. 15-51 has been available for public review. Alderman Rucker moved to approve the second and final reading of Bill No. 15-51. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-51 and to pass same into ordinance: "Ayes:" Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose. "Nays": None. Bill No. 15-51 was passed and approved as Ordinance No. 15.51.

Bill 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

Mayor Lyons presented the second and final reading of Bill No. 15-53 by title only. It was noted that Bill 15-53 has been available for public review. Alderman Olivarri moved to approve the second and final reading of Bill No. 15-53. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-53 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman

DRAFT

Olivarri, Alderman Marose, Alderman Bethurem. "Nays": None. Bill No. 15-53 was passed and approved as Ordinance No. 15.53.

New Business.

Public Hearing and Comments on Arrowhead Centre TIF and Arrowhead Centre Community Improvement District.

Mayor Lyons opened the public hearing for the Arrowhead Centre TIF and the Arrowhead Centre Community Improvement District.

Clyde Hegelund, who lives in Ward 2 on Dogwood Lane, said no one disagreed with the Arrowhead TIF Development at the TIF Commission meeting two weeks ago, however, there were comments regarding the roads, specifically KK and Nichols Road. Mr. Hegelund said that KK is the heaviest travelled road in the city and traffic increases during the summer. He said it is unclear where Nichols Road will intersect within the project and traffic will increase with the opening of the Osage Beach Elementary School.

Mr. Hegelund suggested sending the project back to the TIF Commission to review the location of the roads or approve the TIF project contingent upon the location of roads in the development. He said the benefit of a few does not outweigh the detriment of the many. Mr. Hegelund said the detriment is traffic on KK and the intersection at Nichols Road.

City Attorney Ed Rucker said the TIF plan does not establish road boundaries and the City is not obligated to build any roads. Additionally, MoDOT will be involved in the road layout and approving the road layout is not the responsibility of the TIF Commission. City Planner Cary Patterson said that discussing traffic patterns would take place during the rezoning process along with the preliminary and final platting process. Mr. Hegelund said the City should consider the traffic patterns before approving the TIF.

David Bushek of Gilmore and Bell said the public hearing is open and it is a dual hearing for the TIF and the CID which is required by state statute. Mr. Bushek entered into evidence the exhibits included on the exhibit list. Item 3 contains the entire exhibit package presented at the TIF Commission public hearing and Item 4 is the transcript of the TIF Commission hearing.

Mr. Bushek said the CID will impose a 1% sales tax only in the TIF area. He said the evidence and testimony includes the 1% sales tax. Regarding the TIF Plan, Mr. Bushek said extensive evidence was presented at the TIF Commission public hearing and the evidence and testimony remain the same except for the changes recommended by the TIF Commission in Resolution 2015-01. The changes were included in a revised TIF Plan that was presented to the City. Mr. Bushek said the plan was fully vetted by staff and he recommended approval of the Arrowhead Centre TIF. The Camden County Ambulance District was included in the adjustment to the assessed value which slightly affected the numbers. The CID added to the Cost Benefit Analysis and the plan was changed to include the language the school district requested.

Mr. Bushek reiterated that the TIF Commission does not have jurisdiction over the roads in the proposed development but the roads will be addressed during the planning process. Mr. Bushek explained that nine ordinances are on the agenda; however, Bill No. 15-56 is the ordinance

DRAFT

approving the Arrowhead Centre TIF Plan which may be approved by two readings tonight. He said that Bills 15-57 through 15-64 are project ordinances for first reading only; second readings will occur closer in time for those projects.

Mr. Bushek explained if the Plan is approved, the intent is to present the TIF Contract, the CID Contract and the CID Petition at the August 20, 2015 meeting.

Alderman Rucker questioned the reason the ambulance district is included in this plan. Mr. Bushek explained that when the Arrowhead TIF Plan was filed with the City, the ambulance district was not part of the City; however after annexation of the two small tracts of land, they became a part of the TIF and CID area. City Attorney Ed Rucker said the ambulance district was notified as required by statutes and even though they are in the City, they will continue to service that area.

Upon a question from Aldermen Rucker, Mr. Bushek explained the maximum life of each project is twenty-three years and when the second readings of the ordinances occur, the clock starts. He added that the longest the plan could be is 33 years however the projections are the projects will last for 28 years. City Attorney Rucker said the Board retains discretion on the projects as they come up. Mr. Bushek commented that Resolution 2015-01 includes conditions before approving each project ordinance.

Bill Moore of White Goss Law Firm in Kansas City, represents Gary Mitchell, the developer of Arrowhead Centre TIF Project and Plan. Mr. Moore said the CID is an integral part of the financing scheme and this is a pay as you go project. He added the boundaries of the CID are the same as the proposed TIF.

Mr. Moore said the TIF Plan is a true mixed used development including retail, residential and the senior center all are included in project No. 1. He said the developer is ready to proceed. There are eight project areas within each area each making the project a unique mixed use project. Mr. Moore said the $385 million project, of which $55 million are reimbursable expenses, will provide 2,500 jobs and 3,500 construction jobs.

Mr. Moore said the project will be privately financed; the plan meets the 15% required by the City and fulfills the goals set out by the school district. City Attorney Rucker explained that the surplus PILOTS that would have been directed to the TIF will be distributed to the school district.

There being no further comments, the public hearing closed at 7:15 p.m.

Alderman Olivarri said he appreciated the opportunity to represent the Board as a member of the TIF Commission, he was pleased with the process and the Commission did the job they had to do. He thanked Gary Mitchell and Bill Moore for the responsiveness and for their presentation. Alderman Olivarri said all his questions were answered however he has a concern that Mr. Hegelund brought up in his comments regarding the roads which he will address later on. Alderman Olivarri added that the plan is a good plan and one that meets the City's policy that allowed Mr. Mitchell to do this development. Alderman Olivarri said there is still a great deal of work to be done and he appreciated the opportunity to comment on the development.

Alderman Schmitt commented that a 40 unit senior facility will be constructed in Camdenton. Gary Mitchell said the Arrowhead Centre project is a long term project, there is a demand for this type of

DRAFT

facility and he monitors the market frequently. Alderman Schmitt commented on the many eating establishments planned for each district and Mr. Mitchell said the phasing of the development creates a demand for the eating establishments.

Bill No. 15-56. AN ORDINANCE APPROVING THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, DESIGNATING ARROWHEAD DEVELOPMENT GROUP, LLC, AS THE DEVELOPER OF RECORD FOR THE REDEVELOPMENT PLAN, AND TAKING OTHER ACTIONS RELATED TO APPROVAL OF THE PLAN.

Staff recommends adoption of the Arrowhead Centre Tax Increment Financing Plan as amended with the recommendations of the Osage Beach TIF Commission. The recommendations from the TIF Commission are as follows:

1. Changes to the TIF Plan. The TIF Plan should be amended to incorporate the following changes:

A. Text of the Plan –

- The Plan will be revised to include, at a minimum, language in substantial compliance with the revisions included on the attached sheet entitled "**Conditions for Redevelopment Project II**" relating to implementation of that Redevelopment Project as a senior living, adults only community, along with the corresponding provision in the Redevelopment Agreement as described below in Additional Recommendation #3.

- Changes to clarify the internal consistency of the data used throughout the Plan.

- Other changes which implement the revisions to the Exhibits as described below.

B. Preliminary Site Plan, Exhibit 2 – Revised Master Plan and Redevelopment District Map.

C. Blight Study, Exhibit 3 – Addendum to the Blight Study in Exhibit 3 which incorporates one additional parcel into the study.

D. Projection of TIF and CID Revenue, Exhibit 5 – Revisions which incorporate data for the ambulance district, revise the Year 1 PILOTs projections and revise the description of the discount rate used in reimbursement calculations.

E. Projection of Incremental Non-TIF Revenues, Exhibit 6 – Revisions which incorporate data for the ambulance district, revise the Year 1 PILOTs projections and revise the description of the discount rate used in reimbursement calculations.

DRAFT

F. Direct Tax Impact Analysis, Exhibit 7 – Revisions which incorporate data for the ambulance district, revise the Year 1 PILOTs projections and revise the description of the discount rate used in reimbursement calculations.

G. Commitment to Finance, Exhibit 8 – Addition of a new financing commitment letter for Redevelopment Projects 1 and 2.

H. Cost Benefit Analysis, Exhibit 9 – Revisions which incorporate data for the ambulance district revise the Year 1 PILOTs projections and revise the description of the discount rate used in reimbursement calculations.

I. Annexation – Additions to the Plan which account for the annexation of property into the City and the proposed Redevelopment Area that was completed on June 18, 2015.

2. Performance Standards to Implement Redevelopment Projects. The TIF contract should contain performance standards which:

A. control the activation of each redevelopment project, so that prior to the activation of each redevelopment project the applicant has demonstrated that –

- an adequate private financing commitment has been obtained for all public and private improvements in the project,
- the applicant has secured the anchor users/tenants or a substantial amount of the users and tenants for the project, as applicable, through executed sales contracts, leases, or binding letters of intent,
- the required road improvements for the project have been approved by the City and MoDOT, as applicable, and all applicable land use approvals (planning, zoning and platting) have been obtained by the applicant;

B. limit the amount of reimbursement which may be provided for each redevelopment project, based on the budget set forth in **Exhibit 4** to the TIF Plan, and which allow for a limited but reasonable amount of reimbursement transfer between redevelopment projects;

C. require the Developer to maintain defined employment levels based on the original employment projections; and

D. require the developer to obtain approval of an amendment to the TIF Plan to the extent that the proposed redevelopment project is a substantial change to the original project as set forth in the TIF Plan.

3. Redevelopment Agreement – The Agreement should include a provision which provides that if, and to the extent, students reside within Redevelopment Project Area II during the period tax increment financing is authorized, the parties agree that the 50% surplus PILOT

DRAFT

payment to the taxing districts would automatically increase to a 100% surplus PILOT payment.

City Attorney Ed Rucker recommended action as the next necessary step if the Board desires to proceed with the Arrowhead Center Tax Increment Financing Plan.

Mayor Lyons presented the first reading of Bill No. 15-56 by title only. It was noted that Bill No. 15-56 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-56. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-56 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-56. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-56 and to pass same into ordinance: "Ayes:" Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker. "Nays": None. Bill No. 15-56 was passed and approved as Ordinance No. 15.56.

Bill No. 15-57. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT I FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

City Attorney Ed Rucker explained that the ordinance to approve the Plan and the ordinances to approve each redevelopment project must be introduced to the Board within 14 to 90 days following the completion of the TIF Commission hearing. The hearing concluded on June 24th, and the first reading of the Plan ordinance and each of the project ordinances tonight satisfies the procedural requirement. The adoption of the ordinance must take place within 10 years of the adoption of the Arrowhead Centre Tax Increment Financing Plan.

City Attorney Rucker recommended action as a necessary step if the Board desires to proceed with the Arrowhead Center Tax Increment Financing Redevelopment Agreement for Project Area I. Mr. Rucker said Bill 15-57 through Bill 15-64 are to be read one time for each redevelopment project.

Mayor Lyons presented the first reading of Bill No. 15-57 by title only. It was noted that Bill No. 15-57 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-57 subject to yearly appropriations. Alderman Schmitt seconded the motion which was voted on and unanimously passed

Bill No. 15-58. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT II FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-58 by title only. It was noted that Bill No. 15-58 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-58. Alderman Marose seconded the motion which was voted on and unanimously passed.

DRAFT

Bill No. 15-59. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT III FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-59 by title only. It was noted that Bill No. 15-59 has been available for public review. Alderman Schmitt moved to approve the first reading of Bill No. 15-59. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bill No. 15-60. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT IV FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-60 by title only. It was noted that Bill No. 15-60 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-60. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15-61. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT V FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-61 by title only. It was noted that Bill No. 15-61 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-61. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15-62. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT VI FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-62 by title only. It was noted that Bill No. 15-62 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-62. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15-63. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT VII FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

Mayor Lyons presented the first reading of Bill No. 15-63 by title only. It was noted that Bill No. 15-63 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-63. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bill No. 15-64. AN ORDINANCE APPROVING REDEVELOPMENT PROJECT VIII FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

DRAFT

Mayor Lyons presented the first reading of Bill No. 15-64 by title only. It was noted that Bill No. 15-64 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-64. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Authorize Purchase of Toro Groundmaster 3505- D Rotary Deck Mower.

Matt Vandevoort, Parks Manager, explained that this particular mower is known to be effective in the sports turf industry. Currently the City parks are operating on dated equipment which includes 1994, 2001 and 2006 year mowers, all of which have more than 1,000 hours on them. None of these mowers create a quality turf cut. Mr. Vandevoort explained the mowers currently being used scalp and injure the sports turf and they have numerous repair problems that cause major delays in the ability to complete tasks in a timely fashion.

This purchase is via a cooperative bid. Professional Turf Products, L.P. was awarded a state contract, Missouri State Contract Grounds Maintenance Equipment – WSCA-NASPO, for the price of $27,399.21 for a new Groundsmaster 3505-D. This mower comes with a two year warranty and could potentially save 20 minutes of mowing per field with the wider cut.

Mr. Vandevoort said he plans to surplus the 2001 60" cut Grasshopper that has over 2,000 hours on it at the end of the year. The Parks and Recreation Department recommended this purchase.

Alderman Rucker moved to authorize the purchase of the mower as recommended from the state bid from Professional Turf Products, L.P. in the amount of $27,399.21. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bill No. 15-65. 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.

City Administrator Jeana Woods explained the budget amendment is for the purchase of the Toro Groundsmaster mower for $27,399.21. She said Bill No. 15-65 will authorize the transfer of funds originally budgeted for the dog park, which staff would like to postpone until further notice, 10-10-773248, specifically $18,600, to line item 10-10-774255 Machinery & Equipment for the purchase of the Toro Groundmaster mower. Two mowers originally budgeted at a total of $8,800 (10-10-774255) will not be purchased in lieu of this purchase.

Mayor Lyons presented the first reading of Bill No. 15-65 by title only. It was noted that Bill No. 15-65 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-65. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-65 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-65. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-65 and to pass same into ordinance: "Ayes:" Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt. "Nays": None. Bill No. 15-65 was passed and approved as Ordinance No. 15.65.

DRAFT

Bid Award. Dispatch Monitor Upgrade

Only one bid was received from Beisher Lock and Security in the amount of $10,729.10 to upgrade the monitors in the communications center.

Building Official Ron White explained that the amount includes an additional monitor not included in the original estimate for the Osage Beach Fire Protection (OBFPD) AVL System. This will allow communications officers to track the location of fire protection vehicles and provide the ability to dispatch units based on their proximity to the reported emergency. This added equipment, representing an additional cost of $2,183.02 will be reimbursed by the OBFPD which has been verified by Chief Dorhauer. Bid Item #1, as detailed on the blue sheet, was budgeted in the amount of $7,500. The bid came in $1,048.08 over budget due, in part, to an increase in cost of equipment and materials. Building Official White said funds are available in the Operating Capital budget line to cover the additional cost.

Beisher Lock and Security has provided services to the City in the past with good results. The Building Department recommended the bid be awarded to Beisher Lock and Security in the amount of $10,729.10 with $2,183.02 to be reimbursed to the City by the OBFPD resulting in a net cost to the City of $8,548.08.

Alderman Rucker questioned how maintenance and repairs would be handled for the OBFPD monitor. Police Chief Todd Davis responded that it was not discussed and Alderman Rucker said it should be resolved before the monitor is installed. Chief Davis offered to meet with Chief Jeff Dorhauer to work out the details. City Attorney Ed Rucker will prepare a contract based on the results of the meeting between Chief Davis and Chief Dorhauer.

Alderman Rucker moved to award the bid for the monitor upgrade to Beisher Lock and Security in the amount of $10,719.10 as recommended. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Authorize Improvements to Fields at Peanick Park.

Matt Vandevoort explained that he would like to proceed with an additional project with TurfMark, the company currently contracted to work on the City's ball fields, to do additional work at Peanick Park.

This work will consist of importing quality infield mix from Capital Sand Co. in Jefferson City, in the amount of 150 tons for the two fields. Once the material has been added, TurfMark will laser grade the surface to allow water to drain from the fields more efficiently. They will then top-dress the fields with Diamond Pro Red infield conditioner. This is a separate product that will also help the fields to dry quicker. Total for infield mix = $4,125. Total for Diamond Pro Red = $1,400. Total for labor = $2,500.

This is not a budgeted item, however, other line items are anticipated to be under budget and available within the park budget to cover this added maintenance item.
Staff recommended approval for TurfMark to complete an additional project in the amount of $8,025.

DRAFT

Alderman Rucker moved to approve the additional work at Peanick Park as recommended in the amount of $8,025 with TurfMark. Alderman Marose seconded the motion which was voted on and unanimously passed.

Approve Revisions to Tow Truck Agreement.

Police Chief Todd Davis explained this agreement amends the previously approved agreement for tow truck companies that want to be listed on the tow rotation list for the City. After meeting with all interested companies there were a few revisions that needed to be made.

Revisions are as follows:

Article III, #5 in regards to the amounts of insurance coverage. During the meeting it was discussed that our current agreement requires higher amounts and that all companies carry the higher amount.

Article IV, #2, a and b. $4.00 per mile additional charge was added and on c. a no key charge was included.

Article VII was changed to reflect a two year term.

These changes were reviewed and approved by the City Attorney.

Alderman Marose moved to approve the revisions to the tow truck agreement as presented. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

2015 Second Quarter Budget Reconciliation.

Jeana Woods, City Administrator, presented the audited balances. She said over 50% of projected revenues have been collected and 46% of projected expenditures have been spent. She said no major changes are anticipated that would affect the ending balances.

Alderman Rucker questioned the reason 96% of the Overhead budget had been spent. City Administrator Woods explained that worker's compensation has already been paid for the year which makes it appear the Overhead budget will be over the amount budgeted.

Communications from Members of the Board of Aldermen.

Alderman Marose. Phyllis Marose said she was not aware that Go Fast Betty's was having events once a month and she would like Board members to be aware of these events. Alderman Rucker commented that City Administrator Woods reported on the event in her synopsis to the Board. City Planner Cary Patterson said the events have been very successful and they have been advertised on the radio.

Alderman Marose said that residents want more discussion about the turn lane for the school. She said the road is the same with the same conditions and something should be done, like putting up the flashing signs and a decrease in the speed limit during school to show the City is concerned

DRAFT

about safety. Public Works Director Nick Edelman said his understanding is the school plans to move the signs. Alderman Rucker said if the City owns the signs, the City should be responsible for moving them.

Alderman Bethurem. Jeff Bethurem reported that the second event at Go Fast Betty's was better than the first event regarding traffic.

Alderman Bethurem reported that he has spoken to the City Attorney about amending the ordinance to require contractors to have general liability insurance which would be one way to help citizens. He added that Springfield and Columbia require contractors to have general liability insurance.

Alderman Rucker. Kevin Rucker said he supports moving forward with the study of the KK area and the traffic flow for the Arrowhead Centre TIF project.

Alderman Olivarri. Alderman Olivarri said that several people commented on the increase in traffic that could occur with the implementation of the TIF. He added if the TIF reroutes a major thoroughfare, MoDOT will be involved in approving the plans for KK. Alderman Olivarri said District 1 and 3 could be constructed without doing anything to KK.

Alderman Olivarri said that the independent living would affect KK and Three Seasons Road. He asked staff to look at the potential rerouting of traffic and what the City's perspective is. One issue is which agency will maintain KK if it is rerouted. Alderman Olivarri asked staff to look at the following:

- Pros and cons of rerouting KK
- The impact on current interchanges
- City and MoDOT responsibilities

City Planner Cary Patterson said there have been preliminary talks regarding the roadways and there will be many conversations with MoDOT. Alderman Olivarri asked that the Board be kept informed and he asked staff to evaluate the roadway issues.

Public Works Director Edelman stated that a traffic impact study is needed and it will be required for the KK and Nichols Road interchanges. He said the study will show existing traffic flows and how much traffic the project will generate over the life of the project.

Alderman Olivarri asked City Administrator Woods to instruct staff to evaluate the roadway situation and get the information to the Board. Alderman Bethurem stated that right now, the developer has not informed the City of his plans for the roadways. Mr. Patterson commented that a meeting is scheduled with Mr. Mitchell next week and he will keep the Board informed on any new information.

DRAFT

Staff Communications.

City Administrator. Jeana Woods reported service awards for the following employees for July:

Dillexie Martinez – five years
Dave Thom - five years
Gina King – ten years

City Administrator Woods reported on the Sewer Development Charges and she said staff does not recommend changes to the SDC ordinance at this time. She said the Sunset Drive project was completed last year and there are $500,000 in the reserve account.

City Clerk. Diann Warner reported those wishing to attend the Lake Area Chamber of Commerce Eggs and Issues breakfast to notify her. She also reported that Alderman Rucker has suggested the second Board meeting in October be moved to October 22nd to allow Board members to attend the Lake Area Chamber of Commerce Annual Dinner on October 15th. There were no objections; therefore a request will be placed on the next agenda for the Board to consider.

City Planner. Cary Patterson reported that Ordinance No. 15.51 regarding abandoned refrigerators and airtight containers will be mailed to everyone who will be affected by the ordinance.

Mr. Patterson complimented Park Manager Matt Vandevoort on his knowledge of turf and parks.

Assistant City Administrator. Mike Welty reported on the "Welcome to Summer" event at the Osage Beach City Park and he said there were between 600 and 700 people who attended the concert and fireworks. He said a large group of people had a view of the fireworks from the mall parking lot. Mr. Welty thanked all involved and especially park employees Dan Crider, Scott Harmon, Connor Smith and John Hyde, all of whom contributed to the success of the event.

Public Works Director. Nick Edelman reported that a slide gate will be installed at the dam head works and the parking lot below the dam is complete at the Osage Beach City Park. He also reported that the FEMA projects are complete, $80,000 has been spent and 75% of that amount has been requested to be reimbursed.

Airport Manager. Ty Dinsdale reported that the Young Eagle event at the Grand Glaize Airport is scheduled for August 8.

Park Manager. Matt Vandevoort thanked the Board for approving the requests for equipment. He complimented the park employees and he thanked the public works crew for their help with erosion and tree trimming at the park.

There being no further business to come before the Board, the meeting adjourned at 8:25 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 July 16, 2015.

CITY OF OSAGE BEACH
BILLS LIST
August 6, 2015

Bills Paid Prior to Board Meeting	**304,614.93**
Payroll Paid Prior to Board Meeting	**123,665.40**
SRF Transfer Prior to Board Meeting	**229,583.87**
TIF Transfer Prewitt's Pt	**172,318.12**
TIF Transfer Dierbergs	**56,942.86**
Bills Pending Board Approval	**418,172.18**
Total Expenses	**1,305,297.36**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,407.68
			ADJUST PR DEDUCTIONS	28.57-
			ADJUST PR DEDUCTIONS	78.08
			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	28.20
			Vision Insurance Contribut	28.20
			Vision Insurance Contribut	64.09
			Vision Insurance Contribut	64.09
		MO DEPT OF REVENUE	CVC COLLECTIONS	1,062.37
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #81106219	150.00
			Case #31550944	138.46
			Case #31550944	138.46
		MO DEPT OF REVENUE	JUN SALES TAX	570.67
			State Withholding	3,576.00
			State Withholding	3,427.00
		MO TREASURER BUDGET DIRECTOR	PEACE OFFICER TRAINING	153.00
		INTERNAL REVENUE SERVICE	Fed WH	11,336.01
			Fed WH	10,848.13
			FICA	6,753.32
			FICA	6,636.32
			Medicare	1,579.39
			Medicare	1,552.09
		LAKE SUN LEADER 81525 & 1586450	SURPLUS VEHICLES BID	10.00
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Loan Repayment	186.42
			Retirment 457 &	247.41
			Retirment 457 &	567.52
			Retirement 457	1,140.00
			Retirement 457	705.00
			Loan Repayments	858.46
			Loan Repayments	858.46
			Loan Repayments	488.82
			Loan Repayments	649.22
			Loan Repayments	473.94
			Loan Repayments	473.94
			Loan Repayments	171.77
			Loan Repayments	171.77
			Loan Repayments	48.87
			Loan Repayments	48.87
			Loan Repayments	223.68
			Loan Repayments	223.68
			Loan Repayments	138.87
			Loan Repayments	138.87
			Loan Repayments	476.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	476.14
			Loan Repayments	176.32
			Loan Repayments	176.32
			Retirment Roth IRA %	66.82
			Retirment Roth IRA %	66.82
			Retirement Roth IRA	340.00
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	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
		CITIZENS AGAINST DOMESTIC VIOLENCE	CADV COLLECTIONS	298.00
		AFLAC GROUP INSURANCE	ADJUST PR DEDUCTIONS	26.70-
		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	839.27
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	274.73
			ADJUST PAYROLL DEDUCTIONS	6.87
			Group Life Ins and Buy Up	103.88
			Group Life Ins and Buy Up	103.88
		JP MORGAN CHASE BANK	HSA Contribution	125.00
			HSA Contribution	175.00
			HSA Family/Dep. Contributi	1,387.08
			HSA Family/Dep. Contributi	1,437.08
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	1,604.07
			Dependent Care	208.33
			Dependent Care	208.33
		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	112.17
			Case No. 12DA-CC00055	112.17
		CAMDENTON MUNICIPAL COURT	CASH APPEARANCE BOND	144.50
		ONE TIME VENDOR	Bond Refund:150649178-01	10.00
			TOTAL:	74,518.16
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	155.51
			Medicare	36.39
		LAKE AREA CHAMBER OF COMMERCE	EGGS AND ISSUES	48.00
		ICMA	Retirement 401	121.00
		BANKCARD CENTER 5352	HOLIDAY INN BAL	3.95
			FLOWERS McCRORY'S G-MA	57.75
		RUCKER, KEVIN	2015 MEDICAL REIMB	250.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	83.36
		ONE TIME VENDOR WOUNDED WARIOR PROJECT	MEMORY OF GEORGE H BAKER	50.00
			TOTAL:	805.96
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	430.96
			FICA	433.91
			Medicare	100.79
			Medicare	101.48
		LAKE AREA CHAMBER OF COMMERCE	EGGS AND ISSUES	12.00
		BANKCARD SERVICES 7564	MSCPA MEMBERSHIPS	315.00
			HEALTH CARE WEBCAST	149.00
			LEADING ECONOMIC DEV TOOLK	27.99
			STAR 12 TRAINING	199.00
			MCMA ASSOCIATE MEMBERSHIP	40.00
			MML CONF J WOODS	534.00
			MML CONF M WELTY	534.00
		ICMA	Retirement 401	426.42
			Retirement 401	429.28
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	22.14
			Group Life Ins and Buy Up	21.90
			Short Term Disability Ins	24.60
			Short Term Disability Ins	24.28
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	6,318.59
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
		INTERNATIONAL INSTITUTE OF MUNCIPAL CL	ANNUAL MEMBERSHIP	95.00
		INTERNAL REVENUE SERVICE	FICA	317.93
			FICA	317.93
			Medicare	74.36
			Medicare	74.36
		LAKE AREA CHAMBER OF COMMERCE	EGGS AND ISSUES	12.00
		ICMA	Retirement 401	318.08
			Retirement 401	318.08
		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
			HSA Family/Dep. Contributi	225.00
			TOTAL:	4,919.30
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			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	886.34
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	430.91
			FICA	430.91
			Medicare	100.78
			Medicare	100.78
		LAKE AREA CHAMBER OF COMMERCE	EGGS AND ISSUES	12.00
		ICMA	Retirement 401	437.07
			Retirement 401	437.07
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	17.18
			Group Life Ins and Buy Up	32.42
			Short Term Disability Ins	16.40
			Short Term Disability Ins	33.12
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	5,402.64
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	24.33
			Dental Insurance Premiums	20.57
			Health Insurance Contribut	419.90
			Health Insurance Contribut	355.09
			Vision Insurance Contribut	4.41
			Vision Insurance Contribut	3.73
		INTERNAL REVENUE SERVICE	FICA	70.11
			FICA	70.11
			Medicare	16.40
			Medicare	16.40
		ICMA	Retirement 401	72.56
			Retirement 401	72.56
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	5.13
			Group Life Ins and Buy Up	4.34
			Short Term Disability Ins	6.70
			Short Term Disability Ins	5.67
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,318.01
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	307.69
			FICA	307.69
			Medicare	71.96
			Medicare	71.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	300.98
			Retirement 401	300.98
		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
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,655.14
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	338.35
			FICA	338.35
			Medicare	79.12
			Medicare	79.12
		BANKCARD SERVICES 7564	BLDG DEPT CELL	66.91
		ICMA	Retirement 401	338.56
			Retirement 401	338.56
		BANKCARD SERVICES 7663	CODE OFFICIAL MTG DONUTS	11.28
		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
			HSA Family/Dep. Contributi	225.00
			TOTAL:	5,424.37
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL	6,263.17
		BANKCARD SERVICES 7663	URINAL SCREENS	72.66
			VACUUM BAGS	28.76
			ANTIBCTRIAL CTR PULL WPRS	179.51
			TOTAL:	6,544.10
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	426.80
			FICA	394.53
			Medicare	99.82
			Medicare	92.28
		BANKCARD SERVICES 7564	PARK DEPT CELL	42.33
			BEEF, HOT DOGS, SODA, CAND	1,753.78
		ICMA	Retirement 401	240.11
			Retirement 401	231.47
		BANKCARD CENTER 5352	DRINKS, BUNS, 6LB GV 75, C	196.29
			WATER	28.00
			PROPANE	22.50
			WATER	28.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRACTOR REPAIR	1,471.97
			CHAIR	49.98
			OVS ROLL LAM 3MM, LEATHER	16.59
			BEARINGS, SEAL, FORK, CAP	174.55
			GATORADE, COFFEE, PRETZELS	128.96
		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
			HSA Contribution	37.50
		WCA WASTE CORPORATION	TRASH	110.00
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	28.20
			BALL DIAMONDS CONS STAND	14.27
			HWY 42 BALL PK LTS	20.37
			CITY PARK #2 IRRIGATION PU	10.58
			TOTAL:	6,149.08
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
		BANKCARD CENTER 3333	SAFETY MONTH COOL TOWELS	2,050.52
		INTERNAL REVENUE SERVICE	FICA	128.20
			FICA	128.20
			Medicare	29.98
			Medicare	29.98
		OCCUPATIONAL MEDICINE CLINIC	PRE-EMPLOYMENT	45.00
			FIT FOR DUTY	60.00
			POST ACCIDENT	260.00
		BANKCARD SERVICES 7564	TRAVEL MUGS	234.66
			BAGELS	29.27
			STAR 12 TRAINING	199.00
		ICMA	Retirement 401	129.41
			Retirement 401	129.41
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE-EMPLOYMENT SCREENING	69.50
		BANKCARD SERVICES 7663	SUNSCREEN	309.60
			INSECT REPELLANT	222.00
			PLAYGROUND INSPECTION KIT	276.83
		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
		BANKCARD CENTER 0833	ARLYNE PAGE	92.15
			SAFETY PICNIC	329.38
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		CENTRAL MO NEWSPAPER INC	EMPLOYMENT ADVERTISING	1,120.00
			TOTAL:	7,007.87
Overhead	General Fund	XEROX CORPORATION	USAGE 05/21-06/21	349.88
		AT & T/CITY HALL	JUL SERVICE	3,260.97
		CHARTER COMMUNICATIONS HOLDING CO LLC	TV	125.52
			TOTAL:	3,736.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	535.68
			Dental Insurance Premiums	535.68
			Dental Insurance Premium	153.72
			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	3,007.54
			FICA	2,734.02
			Medicare	703.35
			Medicare	639.42
		BANKCARD SERVICES 7564	POLICE DEPT CELL	24.68
			STAR 12 TRAINING	199.00
		LAKE AREA NARCOTICS ENFORCEMENT GROUP	BALANCE MEMBERSHIP FEES	5,000.00
		ICMA	Retirement 401	3,890.19
			Retirement 401	2,724.48
		SKINNER, DARRIN	MEALS	80.00
		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
		BANKCARD CENTER 0833	FLOWERS - O'DAY'S DAD	63.86
			FLOWERS - McCROREY'S G-MA	53.03
		JP MORGAN CHASE BANK	HSA Contribution	262.50
			HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,275.00
			HSA Family/Dep. Contributi	1,275.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
		ONE TIME VENDOR NATL RIFLE ASSOC LAW E	TUITION	595.00
		SLEEP INN MEDICAL DIST	LODGING - D SKINNER	175.38
		LAKE AREA EMERGENCY SE	MEMBERSHIP DUES	100.00
			TOTAL:	44,681.73
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	213.75
			Dental Insurance Premiums	217.51
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	199.58
			Health Insurance Contribut	199.58
			Health Insurance Contribut	607.34
			Health Insurance Contribut	672.15
			Health Insurance Contribut	1,772.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,772.68
			Vision Insurance Contribut	11.76
			Vision Insurance Contribut	12.44
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		AT & T/CITY HALL	JUL SERVICE	1,340.78
		INTERNAL REVENUE SERVICE	FICA	725.44
			FICA	749.57
			Medicare	169.66
			Medicare	175.30
		ICMA	Retirement 401	732.03
			Retirement 401	755.39
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	35.35
			Group Life Ins and Buy Up	36.14
			Short Term Disability Ins	58.90
			Short Term Disability Ins	59.93
		BANKCARD CENTER 0833	RETURN	39.97-
			UNIFORM SHIRTS	412.37
			UNIFORM SHIRTS	53.36
			RETURN	35.15-
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	375.00
			HSA Family/Dep. Contributi	375.00
			TOTAL:	11,811.21
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	226.17
			FICA	226.17
			Medicare	52.90
			Medicare	52.90
		BANKCARD SERVICES 7564	PLANNING DEPT CELL	24.41
		ICMA	Retirement 401	225.85
			Retirement 401	225.85
		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	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,555.51
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	343.22
			FICA	343.22
			Medicare	80.27
			Medicare	80.27
		BANKCARD SERVICES 7564	IT DEPT CELL	109.24
		ICMA	Retirement 401	304.34
			Retirement 401	304.34
		AT&T INTERNET/IP SERVICES	SERV 06/19-07/18/15	853.56
		CHARTER COMMUNICATIONS HOLDING CO LLC	INTERNET	290.00
		AT&T MOBILITY-CELLS	SERV 05/23-06/22/15	812.00
		VERIZON WIRELESS	SERV 05/22-06/21/15	80.06
		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
			HSA Contribution	487.50
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TOTAL:	5,184.98
Economic Development	General Fund	BANKCARD CENTER 3358	BASKET, TWINE, MARKER	32.97
			PSTRBRD, SHRPIE, 81/2X11ST	25.07
		BANKCARD SERVICES 7564	COMMUNITYU PROGRAMS SURVEY	26.00
		WCA WASTE CORPORATION	TOILETS	715.00
			TOTAL:	799.04
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.87
			Dental Insurance Premiums	92.87
			Health Insurance Premium	47.32
			Health Insurance Premium	47.32
			Health Insurance Contribut	70.98
			Health Insurance Contribut	70.99
			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	386.66
			State Withholding	381.64
		INTERNAL REVENUE SERVICE	Fed WH	1,116.67
			Fed WH	1,097.86
			FICA	826.00
			FICA	822.34
			Medicare	193.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	192.30
		LAKE SUN LEADER 81525 & 1586450	SURPLUS VEHICLES BID	10.25
		ICMA	Retirement 457	151.41
			Retirement 457	151.41
			Retirement Roth IRA	50.75
			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 Contribution	20.00
			HSA Family/Dep. Contributi	50.66
			HSA Family/Dep. Contributi	50.66
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
			TOTAL:	6,768.75
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.15
			Dental Insurance Premiums	218.15
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.71
			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	1,027.24
			Health Insurance Contribut	1,027.26
			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
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.61
		REPUBLIC SERVICES INC	TRASH SERVICES STREET DEPT	44.14
		INTERNAL REVENUE SERVICE	FICA	825.98
			FICA	822.32
			Medicare	193.16
			Medicare	192.30
		BANKCARD SERVICES 7564	TRANS DEPT CELL	75.78
		ICMA	Retirement 401	886.12
			Retirement 401	802.12
		LOWE'S	36 TALL WD LANDSCPE	33.18
			BOLENS	174.80
		BANKCARD CENTER 5106	DRUM FAN	107.61
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	37.07
			STREET DEPT FLOOR MATS	6.84
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	73.80
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Contribution	75.38
			HSA Family/Dep. Contributi	375.00
			HSA Family/Dep. Contributi	375.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	20.84
			Flex Account	20.84
		AMEREN MISSOURI	792 PASSOVER RD ST LIGHTS	60.08
			872 PASSOVER RD STREET LIG	67.81
			KK DR LTG PALISADES COMMMO	115.57
			680 PASSOVER RD LIGHTING C	55.96
			5757 CHAPEL DR MAINT SALT	10.24
			STREET LIGHTS	3,880.51
			STREET LIGHTS	1,461.06
			TOTAL:	18,586.98
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	61.06
			Dental Insurance Premiums	61.06
			Health Insurance Contribut	88.41
			Health Insurance Contribut	88.41
			Health Insurance Contribut	40.00
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	11.63
			Vision Insurance Contribut	11.63
			Vision Insurance Contribut	0.62
			Vision Insurance Contribut	0.62
			Vision Insurance Contribut	10.02
			Vision Insurance Contribut	10.02
		MO DEPT OF REVENUE	JUN SALES TAX	2,589.93
			State Withholding	295.99
			State Withholding	309.97
		INTERNAL REVENUE SERVICE	Fed WH	913.82
			Fed WH	939.88
			FICA	667.94
			FICA	688.10
			Medicare	156.21
			Medicare	160.92
		ICMA	Retirement 457	119.86
			Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	16.08
			Loan Repayments	130.16
			Loan Repayments	130.16
			Retirement Roth IRA	59.50
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	70.16
			HSA Family/Dep. Contributi	70.16
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	14.59
			Texas Life After Tax	14.59
		ONE TIME VENDOR OSAGE BEACH HANGAR &	02-0080-02	73.32
		MAY, ARTHUR	04-7040-00	24.78
		LAKE CHALET	07-0580-00	301.45
		FIRST TITLE INSURANCE	ONE-TIME RECONNECT CHG ADJ	100.00
			TOTAL:	8,789.65
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	143.45
			Dental Insurance Premiums	143.45
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.71
			Health Insurance Contribu	93.85
			Health Insurance Contribu	93.85
			Health Insurance Contribut	265.44
			Health Insurance Contribut	265.44
			Health Insurance Contribut	1,278.89
			Health Insurance Contribut	1,278.91
			Health Insurance Contribut	886.34
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	11.64
			Vision Insurance Contribut	11.64
			Vision Insurance Contribut	0.63
			Vision Insurance Contribut	0.63
			Vision Insurance Contribut	10.03
			Vision Insurance Contribut	10.03
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.61
		REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	44.14
		INTERNAL REVENUE SERVICE	FICA	667.94
			FICA	688.10
			Medicare	156.23
			Medicare	160.94
		BANKCARD SERVICES 7564	WATER DEPT CELL	153.69
		ICMA	Retirement 401	673.41
			Retirement 401	609.98
		LOWE'S	MTD BLADE	38.93
			PVC	17.44
			BLACK BUSHI, MED PUSH BRO	51.61
		BANKCARD CENTER 5106	DRUM FAN	107.62
			WATER PUMP	199.00
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	18.98
			WATER DEPT FLOOR MATS	6.83
		LEIGH, AUDREY	MILEAGE REIMB 07/08-07/14/	57.50
		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	38.02
			Short Term Disability Ins	36.74
			Short Term Disability Ins	44.93
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Contribution	74.63
			HSA Family/Dep. Contributi	336.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	336.75
		AMEREN MISSOURI	PARKVIEW WELL	910.42
			BLUFF RD WATER TOWER	4,348.36
			COLLEGE WELL BEHIND CHURCH	1,141.15
			WELL #2 LK RD 54-59	21.24
			SWISS VILLAGE WELL	4,022.85
			COLUMBIA COLLEGE WELL	40.66
			COLUMBIA COLLEGE TOWER	74.25
		MANKEY, KYLE	MILEAGE REIMB 07/01-07/07/	115.00
			TOTAL:	20,765.35
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.13
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	89.11
			Health Insurance Contribut	160.10
			Health Insurance Contribut	60.00
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	11.73
			Vision Insurance Contribut	18.72
			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	481.35
			State Withholding	472.39
		INTERNAL REVENUE SERVICE	Fed WH	1,572.94
			Fed WH	1,532.43
			FICA	919.91
			FICA	913.98
			Medicare	215.15
			Medicare	213.77
		ICMA	Retirment 457 &	45.56
			Retirment 457 &	47.04
			Retirement 457	121.92
			Retirement 457	121.92
			Loan Repayments	13.68
			Loan Repayments	13.68
			Loan Repayments	21.11
			Loan Repayments	21.11
			Loan Repayments	42.21
			Loan Repayments	42.21
			Retirement Roth IRA	49.75
			Retirement Roth IRA	49.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	137.23
			American Fidelity	137.23
			Amerian Fidelity	43.28
			Amerian Fidelity	43.28
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.18
			HSA Family/Dep. Contributi	51.18
		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
			Case Identifier 0005861652	139.38
			TOTAL:	8,234.08
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	174.08
			Dental Insurance Premium	39.96
			Dental Insurance Premium	39.98
			Health Insurance Contribu	96.69
			Health Insurance Contribu	96.69
			Health Insurance Contribut	267.44
			Health Insurance Contribut	267.44
			Health Insurance Contribut	1,289.21
			Health Insurance Contribut	1,802.79
			Health Insurance Contribut	1,329.51
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	11.76
			Vision Insurance Contribut	17.15
			Vision Insurance Contribut	4.41
			Vision Insurance Contribut	4.41
			Vision Insurance Contribut	10.03
			Vision Insurance Contribut	6.26
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	49.60
		REPUBLIC SERVICES INC	TRASH SERVICES SEWER DEPT	44.13
		INTERNAL REVENUE SERVICE	FICA	919.93
			FICA	914.00
			Medicare	215.13
			Medicare	213.75
		BANKCARD SERVICES 7564	SEWER DEPT CELL	188.00
		ICMA	Retirement 401	965.12
			Retirement 401	880.68
		HUSTON, A J	MILEAGE REIMB 07/01-07/07/	80.50
		LOWE'S	SEWAGE PIPE	316.29
			BOLT CUTTER, HIGH-VIZ FIBE	52.21
			CONCRETE	19.76
			36 TALL WD LANDSCPE	33.17
			ANIMAL TIE	8.00
			SOL THHN GREEN , ANIMAL TI	87.01
			CABLE TIES	52.96
			100'. SOLID CORRUGA, COUPL	37.44
			CHALK, ALUM CHA, ARBORED T	36.41
			ANIMAL TIE	4.00-
		BANKCARD CENTER 5106	DRUM FAN	107.62
		BANKCARD CENTER 5352	SAND	83.40
			2-PLY CHESTS	329.95
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	45.51
			SEWER DEPT FLOOR MATS	6.83
		STARK, CHAD	MILEAGE REIMB 07/08-07/14/	136.85
		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	54.14
			Short Term Disability Ins	69.85
			Short Term Disability Ins	69.87
		JP MORGAN CHASE BANK	HSA Contribution	50.24
			HSA Contribution	74.99
			HSA Family/Dep. Contributi	413.25
			HSA Family/Dep. Contributi	413.25
		DUNCAN, CHRIS	MILEAGE REIMB 07/01-07/07/	36.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MILEAGE REIMB 07/15-07/21/	217.35
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,685.98
			CLEARWOOD LN LOT 9/10	10.93
			4631 WINDSOR DR GRINDER	14.04
			AMEREN MISSOURI	7.32
			TORINO CIR LOT9-10 PUMP	3.25
			SEVILLE CT LOT 5-6 PUMP	7.32
			TORINO CIR LOT 1-16 PUMP	3.25
			TORINO CIR LOT 15 PUMP	4.33
			701 PA HE TSI	24.29
			GRINDER PUMPS & LIFT STATI	2,492.42
			5707 OSAGE BEACH PKWY	12.20
			TORINO CIR LOT 2-3 PUMP	3.25
		CARSON, RICHARD W	MILEAGE REIMB 07/01-07/07/	69.92
			TOTAL:	20,165.06
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	445.00
			State Withholding	356.00
		INTERNAL REVENUE SERVICE	Fed WH	1,293.47
			Fed WH	909.04
			FICA	839.00
			FICA	715.86
			Medicare	196.22
			Medicare	167.43
		ICMA	Loan Repayments	39.66
			Loan Repayments	39.66
			Loan Repayments	99.04
			Loan Repayments	99.04
			Loan Repayments	54.26
			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
			HSA Family/Dep. Contributi	41.67
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	95.73
			Case No. #11LA-AC00632	112.79
			TOTAL:	6,184.34
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.04
			Dental Insurance Premiums	119.04
			Health Insurance Contribut	513.62
			Health Insurance Contribut	513.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	839.00
			FICA	715.86
			Medicare	196.22
			Medicare	167.43
		BANKCARD SERVICES 7564	AMB DEPT CELL	81.20
		ICMA	Retirement 401	552.42
			Retirement 401	404.98
		ROBERT D KING MD LLC	JUL MEDICAL DIRECTOR SERVI	1,000.00
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING FEES	1,406.92
		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	33.28
			Group Life Ins and Buy Up	33.28
			Short Term Disability Ins	32.80
			Short Term Disability Ins	32.80
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
		HANDY, FLOYD	MO EMS CONF MEALS	90.00
		ONE TIME VENDOR MO EMS CONF & EXPO	MO EMS CONF & EXPO:	290.00
		HILTON BRANSON CONVNTN	MO EMS CONF - F HANDY	402.48
			TOTAL:	9,858.41
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
			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	JUN SALES TAX	2,477.77
			State Withholding	110.91
			State Withholding	137.04
		INTERNAL REVENUE SERVICE	Fed WH	308.32
			Fed WH	380.72
			FICA	300.38
			FICA	332.37
			Medicare	70.26
			Medicare	77.74
		ICMA	Retirement 457	74.00
			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:	4,553.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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
		AMEREN MISSOURI	1111 LEE C FINE RD WELL	10.24
			LO STATE PARK LOCALZR	60.09
			AIRPORT FIREHOUSE	33.22
			KAISER TERMINAL BLDG	524.73
			LCF HANGAR 2	34.65
			NEW AIRPORT HANGAR LCF	67.00
		INTERNAL REVENUE SERVICE	FICA	300.38
			FICA	332.37
			Medicare	70.26
			Medicare	77.74
		ICMA	Retirement 401	259.88
			Retirement 401	255.15
		LOWE'S	5-IN 1 PAINTERS, CLOROX	10.02
			KOBALT	42.70
			NASHUA 398 11 MIL HVAC DUC	7.58
			GLOVES, BENT POLE, MR LNGA	40.81
		BANKCARD CENTER 5352	WHOLE GALLON REGISTER-REBU	497.84
			SHIPPING	25.50
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 07/16-08/15/15	74.37
		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
			HSA Family/Dep. Contributi	120.00
			TOTAL:	4,699.91
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	JUN SALES TAX	6.88
			State Withholding	103.09
			State Withholding	83.96
		INTERNAL REVENUE SERVICE	Fed WH	277.74
			Fed WH	246.41
			FICA	205.97
			FICA	188.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	48.17
			Medicare	44.07
		ICMA	Retirement 457	20.00
			Retirement 457	20.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	1,371.77
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	5960 MAYER CT	91.89
			957 AIRPORT RD	35.67
		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	JUN TRASH SERVICE	66.97
		AMEREN MISSOURI	GG AIRPORT HANGAR	36.60
			AIRPORT RD HWY 54	305.10
			GG AIRPORT SHOP	20.49
			957 AIRPORT RD	10.93
			TBLC EXT D GG AIRPORT	16.34
			GG AIRPORT HANGAR	22.09
			GG AIRPORT SLEEPY	10.47
		INTERNAL REVENUE SERVICE	FICA	205.97
			FICA	188.48
			Medicare	48.17
			Medicare	44.07
		ICMA	Retirement 401	171.63
			Retirement 401	170.30
		BANKCARD CENTER 5352	MOWER CANOPY	259.00
		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 Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			HSA Family/Dep. Contributi	105.00
			TOTAL:	3,797.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

========== FUND TOTALS ==========		
10	General Fund	190,839.71
20	Transportation	25,355.73
30	Water Fund	29,555.00
35	Sewer Fund	28,399.14
40	Ambulance Fund	16,042.75
45	Lee C. Fine Airport Fund	9,252.98
47	Grand Glaize Airport Fund	5,169.62
	GRAND TOTAL:	304,614.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	CERTIFIED MUNICIPAL OFFICI	150.00
			TOTAL:	150.00
City Administrator	General Fund	STAPLES ADVANTAGE	PAD, ERASER, FABREZE	18.93
			TOTAL:	18.93
City Clerk	General Fund	MO DEPT OF REVENUE	JUN SALES TAX REPORT	35.00
		KC DECORATIVE SEAL	CITY SEALS	211.00
		STAPLES ADVANTAGE	1STAPLER	18.97
			BINDER CLIPS	4.28
			REFUND OPTIMA 40 DESK STA	18.97-
			TOTAL:	250.28
Municipal Court	General Fund	STAPLES ADVANTAGE	ENVELOPES	9.16
			TOTAL:	9.16
City Attorney	General Fund	THOMSON REUTERS - WEST	INFORMATION CHARGES	267.15
			TOTAL:	267.15
Building Inspection	General Fund	STAPLES ADVANTAGE	WIRELESS MOUSE	18.17
			TOTAL:	18.17
Building Maintenance	General Fund	VIRTUAL PLUMBING INC	2 EXE COMMODES	550.00
			REPLACE PRESSURE TANK	155.00
		GB MAINTENANCE SUPPLY	NATURES SOLTN, HANDLE, MOP	55.02
		LAKE SUN LEADER 81525 & 1586450	CITY HALL LOWER PARKING	220.50
		CONSOLIDATED ELECTRICAL DISTR, INC	FLUOR LAMPS	181.50
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	38.51
			COFFEE	132.70
			COFFEE	89.80
		SURECUT LAWN CARE LLC	JUN GROUNDS MAINT	2,078.57
		AB PEST CONTROL	PEST CONTROL	125.00
		EZARD'S	CABLE TIES, TEFLON JOINT P	15.98
		STAPLES ADVANTAGE	LINERS, TWLS, FORKS, CUPS,	463.84
			TOTAL:	4,106.42
Parks	General Fund	WALMART COMMUNITY/GECRB	COOLER, TARPS, 120AT EXTRE	299.77
			SODA, BUNS, TOWELS, FAN, T	592.41
			POWERADE, CAN OPENER	55.73
			PIZZA CUTTER, RAIN GAUGE,	21.09
			PICKLES	7.96
			BUNS	13.80
			PICNIC PACKS	16.74
			PPX PLUSXCHG, CUPS, JALAPE	39.74
			BUNS	13.80
			PICKLES, KETCHUP	15.10
			CHEESE	32.91
			NACHO CHEESE, GATORADE	92.66
			PIZZA, CANDY, CHIPS, BRATS	233.72
			GATORADE, WATER, CHIPS	57.08
			BEEF PATTIES, SSEASONS	73.62
			CHEESE SAUCE	15.96
			PIZZA, CANDY, GATORADE, WA	95.48
			CHIPS, WATER	17.48
			ICE, BOMB POPS	22.23
		MEEKS BUILDING CENTER	CFL BULB	14.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CLEVIS GRAB HOOK	4.29
			PVC CEMENT, PVC COUPLING	5.86
			COUPLINGS	2.98
			GFCI OUTLET	15.49
		ZERO WASTE USEA	WASTE DISPOSAL BAGS	195.75
		RP LUMBER INC	13 2X6X8 MCA TREATED	74.88
		FASTENAL CO	T-SHIRTS	636.55
		GB MAINTENANCE SUPPLY	DEGREASER, SPRAY 9, TOWELS	59.53
		HDR INC	PARK REHAB & STORM REPAIR	5,760.90
		O'REILLY AUTOMOTIVE STORES INC	POLY TARP	11.99
			ADAPTER	26.99
			OIL, BATT CLAMPS, TOWELS	61.43
			14" 100 PK TIES	9.49
			HYDRL OIL, FUNNEL	48.98
			TRACTR FLUID, RETURN HYDRL	5.00
			OIL, MOTORTRT	26.91
		SHERWIN-WILLIAMS	WHITE PAINT	125.64
		MAGRUDER LIMESTONE CO INC	1" CLEAN	215.46
		CAPITAL SAND COMPANY	QUICK DRY	732.00
		EZARD'S	WASP FOAM	8.98
			WASP FOAM	26.94
		REINHOLD ELECTRIC INC	SOCCER FIELD LIGHTING REPA	2,259.12
		ONE TIME VENDOR MACO INTERNATIONAL	CORNER FLAGS	115.00
			TOTAL:	12,162.43
Human Resources	General Fund	NEW DIRECTIONS BEHAVIORAL HEALTH	QUARTERLY EAP SERVICES	598.76
		OCCUPATIONAL MEDICINE CLINIC	FIT FOR DUTY	120.00
			DRUG TESTING	100.00
			PRE-EMPLOYMENT TESTING	100.00
			POST ACCIDENT TESTING	45.00
		CAMDEN COUNTY HEALTH DEPARTMENT	HEPATITIS B VACCINATIONS	100.00
		STAPLES ADVANTAGE	FABREZE	3.26
			TOTAL:	1,067.02
Overhead	General Fund	ELECTRONICS UNLIMITED	PROGRAM PHONE & VOICE MAIL	97.50
		KANSAS CITY SERIES OF LOCKTON COMPANIE	NOTARY BOND PREMIUM	40.00
		STAPLES ADVANTAGE	COPY PAPER	55.58
			TOTAL:	193.08
Police	General Fund	McCLAIN RADAR SERVICE LLC	RADAR & LASER CERTIFICATIO	810.00
		SUN BADGE CO	BADGE	53.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	47.98
		IMAGE QUEST	OVERAGE SVC BILLING	16.61
		HEDRICK MOTIV WERKS LLC	OIL CHG #19	65.00
			OIL CHG, WIPER BLADES #22	147.00
			OIL CHG #25	65.00
			OIL CHG, MNT & BAL, BRSHGR	165.00
		ALPHAGRAPHICS	EVIDENCE LABELS	212.94
		STAPLES ADVANTAGE	PENS, MEMOBK, CPY PPR, TON	77.22
			TOTAL:	1,659.75
911 Center	General Fund	WALMART COMMUNITY/GECRB	DVD-R PK	19.97
			TOTAL:	19.97
Information Technology	General Fund	WORLD WIDE TECHNOLOGY, INC	SOFTWARE ASSURANCE	24,061.25
		TYLER TECHNOLOGIES INC	HR & TIME ENTRY PACKAGES	4,617.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CDW GOVERNMENT INC	CRADLEPOINT M2MINT BB RTR	501.70
		STAPLES ADVANTAGE	EXTERNAL DVD DRIVES	141.40
			TOTAL:	29,322.32
Economic Development	General Fund	LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	3,000.00
Transportation	Transportation	PURCELL TIRE & RUBBER CO	FLAT REPAIR	21.40
			TRACTOR TIRE	138.89
		FASTENAL CO	T-SHIRTS	542.73
		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
			TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71
		GB MAINTENANCE SUPPLY	TISSUES	23.54
		TALLMAN COMPANY	ELB, CUTTER, SOLDER, BALL	27.77
		NORTHERN SAFETY CO INC	SAFETY EYEWEAR	11.79
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	45.98
			16OZ PROTECT, P/S FLUID, L	42.93
			STOPLEAK	9.99
		LAKE SUN LEADER 81525 & 1586450	STORM WATER IMPROVMMT BID	220.50
		CONSOLIDATED ELECTRICAL DISTR, INC	300V PHOTOCNTRL	24.84
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	35.00
			COFFEE	25.27
		BARNES MARINE INC	PRIMER BULB	14.62
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	3.00
		CONSTRUCTION CONCEPTS CORPORATION	15-28MO OB PUBLIC WORKS RE	49,846.77
		SHERWIN-WILLIAMS	5GAL STRAINERS	42.81
			5GAL STRAINERS	44.68
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #54	43.95
		APAC MO INC	ROBINS CIRCLE OVERLAY	38,520.28
		MAGRUDER LIMESTONE CO INC	1" DIRTY BASE	49.33
			1" DIRTY BASE	47.17
			1" CLEAN	219.94
			1" BASE ROCK - PARK RD	142.59
			1" BASE ROCK-SHOP	82.03
			1" BASE ROCK-PARK RD	82.04
		TRAVIS HODGE HAULING LLC	GP302 & STORM DRAIN IMPROV	8,500.00
		EZARD'S	WIRE ROPE CLIP	0.99
			PICKUP TOOL	18.99
			PAINT	4.59
			HANDLE, PAINT TRAY, ROLLER	26.23
			SEALER, CAULKGUN	21.45
			ROLLER FRAMES, COVERS	17.75
			ROLLER FRAME, CVR, HNDL, R	25.25
		STAPLES ADVANTAGE	LINERS, PURELL	20.78
			COPY PPR, PENS	20.28
		PPG ARCHITECTURAL COATINGS	RESERVOIR, LINELAZERS, SEA	786.70
		REINHOLD ELECTRIC INC	LED BALL RED TINT	204.90
			LED GREEN BALL CLEAR	240.00
			LED GREEN CLEAR	220.50
			REPLACE GREEN LAMP	1,327.50
			TOTAL:	101,888.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	Water Fund	USA BLUE BOOK	AUTOPRIME & R0YTRONIC CART	376.80
		EZARD'S	RAKE	16.99
			HOSE CLMP, COUPL REDC	19.43
			COUPL REDU	4.49
			BARB HOSE	0.99
		FASTENAL CO	T-SHIRTS	455.90
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.98
			WATER DEPT FLOOR MATS	6.72
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	6.72
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	6.72
		GB MAINTENANCE SUPPLY	TOWELS	23.64
			TISSUES	23.54
		GEMPLER'S INC	RAINCOATS	114.80
		GOEHRI, GEORGE	AUG INS PREMIUM	82.06
		SCHULTE SUPPLY INC	1 1/2" WATER METERS	1,399.80
			ANTENNAS	329.25
			WATER METERS	8,097.30
		TALLMAN COMPANY	ELB, CUTTER, SOLDER, BALL	27.77
			COUPLINGS, SAWZALL BLADES	22.79
		NORTHERN SAFETY CO INC	SAFETY EYEWEAR	11.79
		O'REILLY AUTOMOTIVE STORES INC	HEAT SHRINK, COPPER LUG	7.35
			LED LIGHT	27.18
			OIL, FILTER	43.17
		LAKE SUN LEADER 81525 & 1586450	SWISS VILLAGE WELL REPAIR	65.25
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	25.26
		LOYD'S ELECTRIC SUPPLY INC	150A CNCT	1,183.65
		DAM STEEL SUPPLY	11 GA PLATE	4.20
		CONSTRUCTION CONCEPTS CORPORATION	15-28MO OB PUBLIC WORKS RE	49,846.77
		HD SUPPLY WATERWORKS LTD	RUBBER MTR GASKETS	52.00
			RETAINERS, GASKETS, T-HEAD	168.25
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #51	43.95
		MAGRUDER LIMESTONE CO INC	1" DIRTY BASE	49.32
			1" DIRTY BASE	47.17
		STAPLES ADVANTAGE	LINERS, PURELL	20.79
			COPY PPR, PENS	20.28
			TOTAL:	62,713.53
Sewer	Sewer Fund	EZARD'S	MOPHEADS	20.97
			CONCRETE MIX	5.49
			FASTENERS, CORNER BRACES	59.28
			CABLE TIES	23.97
			FASTENERS	5.31
			HAND TOOL/ ACCESSORIES	51.89
			HAND TOOL/ACCESSORIES	25.47
			HAND TOOL/ACCESSORIES RETU	51.89-
			HAND TOOL/ACCESSORIES	15.99
			HAND TOOL/ACCESSORIES	27.98
			HAND TOOL/ACCESSORIES	6.29
		FASTENAL CO	18 DRAWER CABINET	322.62
			EPOXY, ANCHORS	89.22
			ANCHORS, SPLINE OAL, JOBBE	66.66
			3/8-16X2 TAP GR5 ZS, USS F	13.53
			8MM-1.25X60 8.8Z HCS	2.13
			T-SHIRTS	600.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HCS3/8-16X 4 Z 5, JOBBER	11.52
		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
			SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	6.72
		GB MAINTENANCE SUPPLY	TISSUES	23.54
		GEMPLER'S INC	RAINCOATS	151.95
		EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	1,160.00
			ODOR CONTROL	450.00
		TALLMAN COMPANY	ELB, CUTTER, SOLDER, BALL	27.78
		MUNICIPAL EQUIPMENT CO	QUICK LINKS, GUIDE RAIL BR	1,398.07
		NORTHERN SAFETY CO INC	SAFETY EYEWEAR	11.79
			GATORADE	28.85
		O'REILLY AUTOMOTIVE STORES INC	HYDRL OIL	91.98
			WIPER BLADES	25.56
			2 PLIERS	31.98
			MEGACRIMP, HYD HOSE	28.89
		LAKE SUN LEADER 81525 & 1586450	SANDS AIR DUCT PIPING BID	63.00
		CONSOLIDATED ELECTRICAL DISTR, INC	START CAPS	137.50
			MOTOR SAVER	144.00
			10 - KLKD001.T	177.50
			GALV SLOTCHNL	42.40
			PVC FLEX, SCOTCHKOTE	34.50
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	25.27
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JUN FLOWS	39,505.40
		BUTLER SUPPLY CO	COND2HW 2" HEAVY WALL	113.89
		CROWN POWER & EQUIPMENT	CHECK SKIDSTEER	196.64
		R MILLER COMPANIES LLC	SURVEY	350.00
		CONSTRUCTION CONCEPTS CORPORATION	15-28MO OB PUBLIC WORKS RE	49,846.79
		HD SUPPLY WATERWORKS LTD	INSERTS, NIPPLE, BUSHING,	213.75
			MASTIC SEALANT	60.00
			BRASS NIPPLE	30.32
			VALVE BOX ADPTR W/LID	24.75
			TRENCH ADPT W/IRON TOP & L	636.37
			PVC PIPE	10.30
			PVC	73.05
			LID, ADPTR RING	151.42
			PVC GLUE	45.82
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #70	58.95
		SYSTEMS MANUFACTURING INC	LIFT STATION 57-1	6,554.00
		JCI INDUSTRIES INC	PUMP SN G85095-230V	2,450.00
		MAGRUDER LIMESTONE CO INC	1" DIRTY BASE	141.96
			1" DIRTY BASE	141.70
			1" DIRTY BASE	49.33
			1" DIRTY BASE	47.18
			1" BASE ROCK	163.55
			1" BASE ROCK	158.01
		TRAVIS HODGE HAULING LLC	GP302 & STORM DRAIN IMPROV	33,000.00
		HERTZ EQUIPMENT RENTAL CORP	BOBCAT REPAIR	2,002.75
		STAPLES ADVANTAGE	LINERS, PURELL	20.78
			MARKERS, PENS,	10.96
			HAND SANITIZER WIPES	32.32
			COPY PPR, PENS	20.28
			TOTAL:	141,612.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	AIRGAS, INC	MEDICAL OXYGEN	702.67
		LAKE EMBROIDERY BY DESIGN	POLOS W/AMBULANCE LOGO	80.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	18.57
			MEDICAL SUPPLIES	265.00
		LAKE REGIONAL PHARMACY	AMB MEDICAL SUPPLIES	178.98
		STERICYCLE INC	MEDICAL WASTE	189.55
		ALPHAGRAPHICS	F HANDY BUSINESS CARDS	55.61
		STAPLES ADVANTAGE	PENS, MEMOBK, CPY PPR, TON	62.55
			TOTAL:	1,552.93
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	ICE	23.55
			GERM-X, DL REF SPGWT, TAPE	23.01
		NAEGLER OIL CO	JET A FUEL	16,991.27
			JET A FUEL	15,930.15
			AV GAS	7,682.01
			JET A FUEL	7,398.42
		LAKELAND OIL CO LLC	AEROSHELL	46.92
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXT SERVICE	132.00
			FIRE EXT SERVICE	104.00
		HEDRICK MOTIV WERKS LLC	OIL CHG #A1	32.50
		EZARD'S	RETURN SOCKET & ADAPTER	3.20-
			FASTENERS	10.50
		O'REILLY AUTOMOTIVE STORES INC	STARTER	52.35
			TOTAL:	48,423.48
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GECRB	SHOES	29.76
		NAEGLER OIL CO	AV GAS	9,583.08
		LAKELAND OIL CO LLC	AEROSHELL	46.92
		EZARD'S	ROOF CEMENT	12.99
		EZARD'S	DUCT TAPE, KING SIZE MARKE	6.98
			GFCIS, U-POSTS	34.96
			FASTENERS	3.84
			U-POST	17.96
			TOTAL:	9,736.49

========== FUND TOTALS ==========		
10	General Fund	52,244.68
20	Transportation	101,888.31
30	Water Fund	62,713.53
35	Sewer Fund	141,612.76
40	Ambulance Fund	1,552.93
45	Lee C. Fine Airport Fund	48,423.48
47	Grand Glaize Airport Fund	9,736.49
	GRAND TOTAL:	418,172.18

TOTAL PAGES: 6

Submission Date: July 31, 2015

Submitted By: Alderman Marose

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Discussion of Improvements on Nichols Road

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

The City, Board of Aldermen, citizens

Why is Board Action Required?

Aldermen Marose and Bethurem have requested that discussion of improvements on Nichols Road be added to the agenda.

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

Discussion.

Are there any deadlines associated with this action?

No.

Comments and Recommendation:

"To improve conditions of Nichols in order to facilitate the increased traffic due to the new Osage Beach Elementary School location. The shoulders along each side of the road from the Expressway to the school are rapidly deteriorating, requests to widen the road, install concrete shoulders, sidewalks for students to walk safely to and from school along Nichols, pedestrian walkway designated to cross Nichols to Dude Ranch Road, left turn lane be in place for traffic to safely enter and exit the school property, and appropriate "school zone signage and speed reduction" at specific times of each school day is in operation".

CITY OF OSAGE BEACH, MISSOURI

REQUEST FOR ITEM TO BE PLACED ON THE BOARD OF ALDERMEN AGENDA

I hereby request that the following item be placed on the agenda for discussion

of improvements on Nichols Rd **for the Board of Aldermen meeting scheduled for** August 6, 2015

Date: 7/29/15

Kyle Morse
Alderman

Alderman

Submission Date: July 27, 2015

Submitted By: City Clerk

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-66 - Establishing a Conflict of Interest Policy to Disclose Potential Conflicts

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

Staff, Board of Aldermen

Why is Board Action Required?

Board action is required to enact ordinances.

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

Move to approve the first and second readings of Bill 15-66.

Are there any deadlines associated with this action?

Yes, the ordinance must be sent to the Ethics Commission by September 15th.

Department Comments:

This ordinance is required by law to be readopted this year and sent to the Ethics Commission. If it is not readopted, all elected and appointed officials would be required to file a Personal Finance Disclosure statement. The ordinance is effective for two years. Staff recommends approval.

City Administrator's Comments and Recommendations:

Concur with the City Clerk's recommendation.

BILL NO. 15-66 ORDINANCE NO. 15.66

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policies be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the city clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of $10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or renumeration of $5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the full time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo. if any such transactions occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer, the chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31.

3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the city clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. The city clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 6. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.66 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstaining: Absent:

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 15.66.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: July 23, 2015

Submitted By: Public Works Director

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15 - 67 – Authorize Mayor to execute Engineering Contract AEOB15-017 Osage Beach Parkway at Hwy D

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

Citizens of Osage Beach, staff, contractors, HR Green, Inc.

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 15.67

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

20-00-773100 Engineering

Comments and Recommendation of Department:

This project will address an existing pavement issue and install sidewalk along Barry Prewitt Boulevard.

The intersection at Osage Beach Parkway and Barry Prewitt Boulevard is having issues. It looks like we have some rutting going on with the pavement. This project will test the

asphalt section to see what is happening with the pavement and make recommendations on how to fix it.

The other part of this project is to make the signal ADA accessible and have sidewalks along Barry Prewitt to the apartment complex. We have a number of people that walk from the apartments on Mace Road to Prewitt's Point and a number of people in the apartments on Barry Prewitt Boulevard that walk to Prewitt's Point. This project will upgrade the signal and roadway with pedestrian accommodations.

We did not budget for the sidewalk improvements along Barry Prewitt Boulevard in the budget since we did not have the right of way at that time. We did budget for sidewalks and pavement improvements in the intersection. We have looked at the project and since we have sidewalk improvements in the intersection it would help to give pedestrians somewhere to go. The total amount budgeted in the engineering line item for this project was $75,000. There are other projects in the engineering line item that have come in under budget that we can use.

If this project is approved, we hope to have this project ready to go out for bids later this year with a January 2016 start date.

The cost for this work is $94,487. The Public Works Department has negotiated this price with HR Green Inc. We have worked with HR Green Inc. in the past with good results.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-67 ORDINANCE NO. 15.67

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HR GREEN TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE INTERSECTION AND SIDEWALK IMPROVEMENTS FOR OSAGE BEACH PARKWAY AND BARRY PREWITT MEMORIAL PARKWAY

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with HR Green to provide professional engineering services to design the intersection and sidewalk improvements for Osage Beach Parkway and Barry Prewitt Memorial Parkway.

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 HR Green to provide engineering 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. 15.67 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. 15.67.

_____
Penny Lyons, Mayor

Date

EXHIBIT A

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR A/E SERVICES CONTRACT NO. AEOB15-017 FOR THE DESIGN OF INTERSECTION AND SIDEWALK IMPROVEMENTS FOR OSAGE BEACH PARKWAY AND BARRY PREWITT MEMORIAL PARKWAY

THIS IS AN AGREEMENT effective as of _____ , _____ ("Effective Date") between

THE CITY OF OSAGE BEACH A FORTH CLASS MUNICIPALITY IN THE STATE OF MISSOURI ("Owner")

and **HR GREEN, INC.** ("Engineer").

Owner intends to complete infrastructure and pedestrian improvements within the limits defined in the attached exhibit. More specifically, the following better describe the areas of interest:

1. HR Green will design improvements at the intersection of Osage Beach Parkway and Barry Prewitt Memorial Parkway. Generally, depending on the subsurface and pavement conditions obtained through the geotechnical investigations, a determination will be made as to whether this intersection project will be a mill and fill project or a complete reconstruction project.
2. HR Green will design a new ADA-compliant sidewalk along the north/east side of Barry Prewitt Memorial Drive / Route D from the aforementioned intersection to Meadow Lane. A retaining wall will be necessary on the north side of Barry Prewitt Memorial Parkway across from Columbia Blvd. to avoid existing utilities in place and without requiring them to relocate.

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under 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.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and are considered the property of the City of Osage Beach and shall be delivered to the City upon completion of the project.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of non-binding mediation or other provisions of this Agreement, or exercising their rights under law.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. 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 substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), 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 own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 5 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," **NOT USED**

E. Exhibit E, "Notice of Acceptability of Work," **NOT USED**

F. Exhibit F, "Construction Cost Limit" **NOT USED**

G. Exhibit G, "Certificate of Insurance", consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," **NOT USED**

I. Exhibit I, "Allocation of Risks," **NOT USED**

J. Exhibit J, "Special Provisions," **NOT USED**

K. Exhibit K, "Amendment to Standard Form of Agreement," **NOT USED**

L. Exhibit L, "Fee Estimate" consisting of 2 pages

M. Exhibit M, "Exhibit Describing Work"

8.02 Total Agreement

A. This Agreement (consisting of **pages 1 to 20** inclusive, together with the exhibits identified above and the fee estimate) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
THE CITY OF OSAGE BEACH MISSOURI	**HR Green, Inc.**
By: The Honorable Penny Lyons	By: James F. Hoving, P.E.
Title: Mayor	Title: President – Land Development
Date Signed:	Date Signed:
	Engineer License or Certificate No. 2002006608 State of: Missouri
Address for giving notices:	Address for giving notices:
1000 City Parkway	16020 Swingley Ridge Road, Suite 205
Osage Beach, Missouri 65065	Chesterfield, Missouri 63017
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Mr. Nicholas Edelman, PE	Jason S. Dohrmann, P.E.
Title: Director of Public Works	Title: Site Leader/Regional Director – Transportation
Phone Number: 573-302-2020	Phone Number: 636-812-4209
Facsimile Number: 573-302-2039	Facsimile Number: 636-519-0996
E-Mail Address: nedelman@osagebeach.org	E-Mail Address: jdohrmann@hrgreen.com

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE I – SCOPE OF SERVICES

Whenever the phrases or words "CITY" or "City of Osage Beach" appear in this document, both the word and the phrase shall be construed signifying the "City of Osage Beach" acting through the Board of Aldermen and in conjunction and working with the City Engineer / Director of Public Works. This applies mainly to deliverables and review times as specified within.

HR Green will complete infrastructure and pedestrian improvements within the limits defined in the attached exhibit. More specifically, the following better describe the areas of interest:

1. HR Green will design improvements at the intersection of Osage Beach Parkway and Barry Prewitt Memorial Parkway. Generally, depending on the subsurface and pavement conditions obtained through the geotechnical investigations, a determination will be made as to whether this intersection project will be a mill and fill project or a complete reconstruction project.
2. HR Green will design a new ADA-compliant sidewalk along the north/east side of Barry Prewitt Memorial Drive / Route D from the aforementioned intersection to Meadow Lane. A retaining wall will be necessary on the north side of Barry Prewitt Memorial Parkway across from Columbia Blvd. to avoid existing utilities in place and without requiring them to relocate.

In order to achieve the above project goals and objective, the CONSULTANT will provide:

I. PROJECT MANAGEMENT

a. Periodic Client Progress Meetings will be anticipated for the approximate duration of the project (total of 2 meetings anticipated). It is anticipated that all meetings will be held at the CITY offices. Progress meetings will be scheduled for 2 hours in duration to allow for travel and meeting minutes will be prepared and distributed to all attendees.

b. Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last approximately one hour and will be held via conference call or Web-Ex. When applicable, meeting minutes will be prepared and shared with the CITY. Four (4) meetings are assumed for this task.

c. Invoices and progress reports will be prepared monthly for the duration of the project (assume 8 months). The invoices will be prepared by the CONSULTANT in accordance with the standard Consultant Invoice from its accounting software. Subconsultants will prepare individual invoices for their work and submit the invoices to HR Green, who will summarize all the invoices into one comprehensive invoice.

d. Subconsultant Services: Subconsultants will be used for specific parts of the contract where CONSULTANT does not have staff or where niche expertise is warranted. This includes surveying and geotechnical investigations. Subconsultant scopes of service are provided along with a breakdown of fees for each Subconsultant, but for ease of understanding, the corresponding Subconsultant line items in the fee estimate are entered only as a single direct cost. CONSULTANT has hours shown in the fee estimate to coordinate with the Subconsultants with respect to scope, schedule and budget, as well as to process invoices.

e. Quality Control Plan – CONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:

1) Preliminary Plans
2) Right of Way Acquisition Documents
3) Final PS&E

II. PRELIMINARY DESIGN

Based on preliminary discussions with the CITY, the CONSULTANT will provide Preliminary Plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:

a. Field Checks – The CONSULTANT will independently conduct a field check of the Topographic Survey or its component parts, as CONSULTANT deems necessary, to ensure all necessary aspects of the project are shown on the plans.
b. Review of Geotechnical Information and Recommendations – Based on the information provided by the SUBCONSULTANT, CONSULTANT will recommend to the CITY the proposed improvement technique at a design meeting. Said design meeting will be outside of the Progress meetings stated in Task I.a. Once a technique is selected, the plans will be developed accordingly.
c. Cover sheet with legend, sheet index, locator map, and abbreviations.
d. Proposed typical sections.
e. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
f. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
    1) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
    2) The location of all utilities, and book and page if the easement is on private property, based on available information.
g. Cross sections for mainline roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will also be shown at the preliminary plan stage.
h. No analysis of stormwater drainage impacts will be completed for the project. It is assumed that whatever method of infrastructure is completed within the intersection, be it complete reconstruction or mill and fill) will retain original drainage characteristics. And drainage design required for this project will be considered extra work outside the scope of services, and will require a supplemental agreement to complete
i. Prepare Engineer's Estimate of Probable Cost (EEOPC) – the CONSULTANT will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing recent bids in Osage Beach and the surrounding areas.
j. Utility Coordination – CONSULTANT will coordinate utility company activities for the project. The CONSULTANT will attend one (1) Utility Coordination Meeting after the preliminary design submittal has occurred to discuss existing facilities, their avoidance by the CONSULTANT during on-going design, and possible relocation corridors for impacted facilities. The understanding is that the CONSULTANT will facilitate and run this meeting.
    1) For this Utility Coordination Meeting, the CONSULTANT will provide a preliminary plan submittal to utility providers, including an electronic (PDF) set of plans with the following sheets, if applicable: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, CAD copies of the plans can be made available to the utilities for their use.

III. RIGHT OF WAY DESIGN

After review of the preliminary plans by the CITY, the CONSULTANT will modify the plans to correspond to any CITY driven changes and proceed towards final design of the project. At this point, the CONSULTANT will begin the preparation of Right of Way documents for easement acquisition.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way Documents prepared by the CONSULTANT as follows:

1. The CONSULTANT will not prepare a specific, separate Right of Way Plan set, but will provide individual Exhibits for each parcel requiring a temporary or permanent taking, and individual legal descriptions by parcel to accompany any exhibits required for permanent takings only. The total number of exhibits and legal descriptions shall be limited to four (4) for this contract.
2. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.
3. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
4. The CONSULTANT will NOT provide title insurance information, prepare right of way appraisals or secure the necessary right of way by negotiation or condemnation for construction of this project.
5. The CONSULTANT will NOT provide any staking or re-staking of tentative right of way on individual properties that may be required during the R/W negotiation or condemnation process.
6. The CONSULTANT will NOT be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project, once construction begins.

IV. FINAL DESIGN

The Final Plans, Specifications, and Estimate (PS&E) submittal in accordance with the following information:

a. Cover sheet with legend, sheet index, locator map, and abbreviations.
b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided)
c. Proposed typical sections
d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically for mainline and intersection streets.
f. Intersection geometrics and warping details will be provided as needed at mutually agreeable scale.
g. Traffic Signal, traffic component detail sheets, and Traffic Signal interconnect details for new pedestrian crossings at Osage Beach Parkway and Route D (all four quadrants) will be drawn at a scale as needed. The following assumptions are made regarding this work:
    1) This work assumes the existing cabinet will NOT be moved from its existing location.
    2) This work assumes that this work will meet MoDOT requirements and will follow MoDOT standard signal drawings.
    3) It is assumed that no changes will be made to the timing and phasing inside the cabinet. No hours are allotted for this work.
h. Striping and Signage plans will be shown on sheets drawn at a scale of 1" equal to 20'.
i. Retaining wall design will be show on split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 2' vertically.
    1) Retaining wall design will be limited to a profile of a modular block wall depicting existing ground line, proposed top and bottom of wall, and an approximate square footage of face area for quantity calculations. Any design of the straps (grid) behind the wall or connections to the wall face shall be performed by the CONTRACTOR or his assigned, and signed and sealed plans submitted as shop drawings for approval.
j. Landscaping Plans: The CONSULTANT will create planting plans and detail drawings for new landscape areas and median plantings showing layout and specific plant species selections at the intersection of Osage Beach Parkway and Route D, as well as in medians along Route D used to channelize traffic for pedestrian crosswalks.
k. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally, and will include specific locations for silt fence, waddles, ditch checks, rock dams, and other erosion control measures.
l. Temporary Traffic Control will be shown on split plan sheets drawn to a scale of 1" equals 20'. Temporary Traffic Control Plans will show required lane drops, detours, temporary signals, required detour signage,

etc. as necessary to meet the requirements of both MoDOT and the Manual on Uniform Traffic Control Devices (MUTCD).

m. Prepare EEOPC – CONSULTANT will, based on the Final Design Plans, will complete an EEOPC (including right of way and utility costs within the estimate).

In addition to the specific PS&E requirements, the following items and assumptions are also included in this phase of work:

n. Utility Coordination – The CITY will coordinate utility company activities for any adjustments required to be included in the final design plans. The CONSULTANT will make a Final PS&E (PDF) submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
   1) The CITY will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
   2) The CONSULTANT will attend one (1) Utility Coordination Meeting in conjunction with the Final Design Plans.

o. The CONSULTANT shall prepare all necessary Project Bidding documents for review and approval by the CITY. The CITY will provide samples of the front-end Contractual documents and the CONSULTANT shall advise the CITY of any needed changes to these documents to meet correlate with JSPs.

V. BIDDING SERVICES / CONSTRUCTION SERVICES

Bidding Services for this project will include:

a. The CONSULTANT will assemble the bidding packages for the project, and combine all required bidding information into a Bid Proposal. The CONSULTANT will provide twenty (20) half size copies of the plans and twenty (20) bound copies of the Project bidding documents to the City for use in bidding.
b. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
c. Attendance at the bid opening and pre-construction meeting
d. Shop drawing review for various items as required in the contract. Items include modular block retaining walls, guardrail/fencing, traffic signal equipment, or irrigation/landscaping items only.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials to assemble the following submittals:

1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
2. Preliminary Plans
   1) One (1) PDF set of Initial Preliminary Plans for review by the CITY
   2) One (1) ½-size set of Preliminary Plans to the CITY for their records and a PDF set to the utility companies as the deliverable.
3. Right of Way Exhibits
   1) One (1) PDF set and one (1) paper copy of the exhibits and legal descriptions for the project to the CITY.
4. Final PS&E
   1) One (1) PDF set of Construction Plans for preliminary review by the CITY
   2) One (1) PDF set of Final Plans to the CITY and the utility companies as the deliverable. In addition, one (1) electronic set of the Project Bidding Documents will be submitted to the CITY for preliminary review.
   3) One (1) PDF set of Final Plans to the CITY as the secondary final deliverable. In addition, one (1) electronic set of Project Bidding Documents will be submitted to the CITY for final approval. In addition, twenty (20) hard copies of the Construction Plans and Bidding Documents will be printed and delivered to the CITY for bidding.
   4) One (1) Compact Disk (CD) containing an electronic copy of the Plans in AutoCAD format and including one (1) copy of the Bidding Documents in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

VII. EXCLUSIONS TO THIS PROPOSAL

a. Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal. Traffic signal interconnect work is also excluded from this proposal.
b. Right of way acquisition services other than those plans specifically outlined in this proposal
c. Wetland Mitigation / Soil Mitigation Plan.
d. Archeological / Historical / Cultural Exploration
e. Full size mylars at final submission.
f. Construction Phase services except as specifically described elsewhere in this document.
g. Any fees required for approvals or permits.
h. Retaining Wall design (other than that specified)
i. Any work related to condemnation of specific parcels.
j. GIS-related work or conversion of project construction documents thereto.
k. FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).
l. Cast in Place concrete retaining wall design.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

OWNER'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Zoning, deed, and other land use restrictions.
2. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
3. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
4. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires ascertaining how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference; bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

END OF EXHIBIT B

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

Compensation For Basic Services shall be paid on the following basis:

Payment for services shall be paid for on a Lump Sum basis, wherein the amount invoiced will be based on the estimated percentage of engineering services rendered and expenses incurred through the respective invoiced period.

TOTAL CONTRACT AMOUNT

The total contract amount shall not exceed ***Ninety-Four Thousand, Four Hundred Eighty-Seven Dollars*** and no cents ($94,487.00).

Payments for services rendered will be made based upon a payment request submitted by the Engineer and approved by the City Engineer. Payments must be approved by the Board of Aldermen who meet on the first and third Thursdays of the month. It is respectfully requested that payment requests be received not later than the 15th of the month in order to assure payment approval at the first board meeting of the month. Such price and payment rendered shall be full compensation for the work performed to that date.

END OF EXHIBIT C

This is **EXHIBIT L**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

ENGINEER'S FEE BREAKDOWN

The spreadsheet on the following page describes the scope items and respecting hours / expenses used to develop the lump sum fee for this project.

PROJECT: OSAGE BEACH PARKWAY AT HIGHWAY D
PROJ. NO.: 75150036
CLIENT: City of Osage Beach, Missouri
CLIENT PM: Nicholas Edelman, PE - Public Works Director / City Engineer
CONSULTANT PM: Jason Dohrmann, PE

EXHIBIT "L"

Full Size Printing (bond)	$4.25 / sheet
Stripmap Mounting	$150/ big board
Mileage to City Hall	300 mi (round trip)
Car Rental	$45 + gas = $70.00

HR GREEN, INC.

			TOTAL HOURS													
TOTAL HOURS			593	4	69	121	223	146	30							
COST PER HOUR / UNIT (Direct Labor Rate)				225	90	36	08	00	72	70.00						
TOTAL LABOR COST				900	13110	16696	24084	14600	2160	6	560.00			200.00		22,175.00
PERCENTAGE OF PROJECT HOURS				0.7%	11.6%	20.4%	37.6%	24.6%	5.1%							

Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task SubTotal	Total Expenses	Task Total	PRIN.	PROJ. MNGR.	SENIOR PROF.	JUNIOR PROF.	SENIOR TECH.	ADMIN. ASST.	EXPENSES: Car Rental Unit	Car Rental Total	Copies Number	Copies Unit Price	Copies Total	Other Direct (Printing, Mounting, etc.) Total	Subcontractors Total	
I	PROJECT MANAGEMENT											-			-			
a	External client progress meetings - 2 meetings assumed	1,045.00	140.00	1,185.00		4				4	2	140.00			-			
b	Internal team progress meetings - 4 meetings assumed	1,990.00	-	1,990.00		4	2	4	2			-			-			
c	Invoices and progress reports (assume 8 months)	1,235.00	-	1,235.00		4				8		-			-			
d.1	Subcontractor Services - Surveying Services (See attached estimate)	160.00	9,175.00	9,335.00		2						-			-		9,175.00	Surveying Solutions LLC (Topo / ROW Surveys)
d.2	Subcontractor Services - Geotechnical Services (See attached estimate)	330.00	13,000.00	13,330.00		2						-			-		13,000.00	Engineering Surveys & Services (Geotech)
e.1	QA/QC Preliminary Plan Submittal	966.00	-	966.00	1	4						-			-			
e.2	QA/QC Right of Way Plan Submittal	966.00	-	966.00	1	2						-			-			
e.3	QA/QC Final PS&E Plan Submittals	1,745.00	-	1,745.00	1	8						-			-			
II	PRELIMINARY DESIGN											-			-			
a	Field check of topo survey and address any issues (incl. add'l survey)	1,920.00	70.00	1,990.00		8					1	70.00			-			
b	Review Geotech info and set project direction (incl. mtg. time)	2,072.00	70.00	2,142.00		8	4				1	70.00			-			
c	Prepare cover sheet (1 sheet)	298.00	-	298.00				1	1			-			-			
d	Prepare typical sections (2 sheets)	818.00	-	818.00				2	4			-			-			
e	Prepare control pt, benchmarks, and geom. sheet (1 sheet)	308.00	-	308.00				1	2			-			-			
f	Prepare plan/profile sheets (6 sheets)	5,562.00	-	5,562.00		1	6	16	36			-			-			
g	Prepare cross sections for mainline (16 sheets)	3,496.00	-	3,496.00				12	12			-			-			
i	Engineers Estimate of Probable Construction Cost - Prelim. Plans	1,822.00	-	1,822.00		1		4	4			-			-			4 sets (3 to Utilities; 1 to HRG file) + $20 to courier
j	Attend Preliminary Design utility coordination meeting and prepare minutes	1,988.00	70.00	2,058.00		4		8	2	2	1	70.00			-			
		-	-	-								-			-			
III	RIGHT OF WAY DESIGN	-	-	-								-			-			
f.1	Preparation of individual exhibits by R/W or easement (limited to 4 exhibits)	2,400.00	-	2,400.00			4	6	12			-			-			
f.2	Prepare metes and bounds descriptions (limited to 4 descriptions)	864.00	-	864.00			4	4				-			-			
		-	-	-								-			-			
IV	FINAL DESIGN	-	-	-								-			-			
a	Modify cover sheet (1 sheet)	100.00	-	100.00					1			-			-			
b	Tabulate quantities and prepare 2A and 2B sheets (3 sheets)	4,840.00	-	4,840.00			4	36	4			-			-			
c	Modify typical sections (2 sheets)	100.00	-	100.00					1			-			-			
d	Modify control pt, benchmarks, and geom. sheet (1 sheet)	100.00	-	100.00					1			-			-			
e	Modify plan/profile sheets (6 sheets)	3,060.00	-	3,060.00		2	4	16	4			-			-			
f	Prepare intersection warping / geometrics sheets (1 sheet)	1,772.00	-	1,772.00			2	12	2			-			-			
g	Create traffic signal / ped signal and quantity sheets (4 sheets)	10,560.00	-	10,560.00			22	40	32			-			-			
h	Prepare striping and signage plans (2 sheets)	1,202.00	-	1,202.00			1	8	2			-			-			
i	Retaining wall plans (1 sheet)	1,402.00	-	1,402.00			1	8	4			-			-			
j	Landscape Plans (3 sheets)	2,284.00	-	2,284.00		2	8		8			-			-			
k	Prepare erosion control sheet (2 sheets)	1,402.00	-	1,402.00			1	8	4			-			-			
l	Prepare Temporary TCP / Staging sheets (4 sheets)	4,888.00	-	4,888.00		1	8	24	8			-			-			
m	Update EEOPC for final quantities / cost indexing	994.00	-	994.00			2	1				-			-			
n	Attend final utility coordination meeting and prepare minutes	904.00	70.00	974.00		4				2	1	70.00			-			
o	Prepare Bidding Documents and other required paperwork	6,321.00	-	6,321.00	1		40			8		-			-			
		-	-	-								-			-			
V	BIDDING SERVICES / CONSTRUCTION SERVICES	-	200.00	200.00								-	2000	0.10	200.00			
a	Assemble Bidding Documents and plans for distribution	994.00	-	994.00				2		4		-			-			
b	Issuing written clarifications to requests for information during bidding phase	996.00	-	996.00			4			2		-			-			
c	Attend bid opening and preconstruction conference	1,530.00	140.00	1,670.00		8					2	140.00			-			
d	Perform shop drawing reviews	1,418.00	-	1,418.00			4	8				-			-			
		-	-	-														

TOTAL $94,487

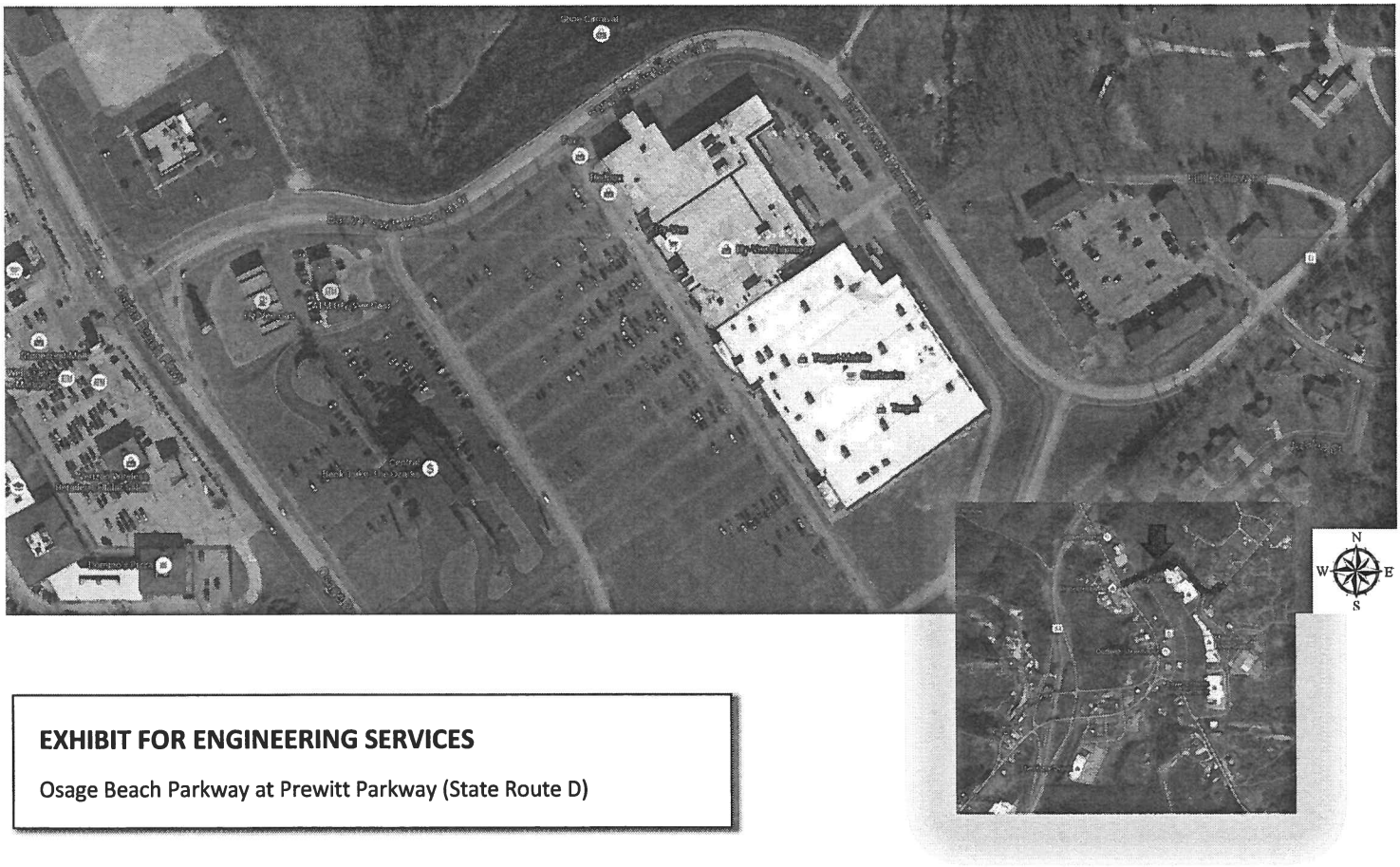

EXHIBIT FOR ENGINEERING SERVICES

Osage Beach Parkway at Prewitt Parkway (State Route D)

Submission Date: July 27, 2015

Submitted By: Public Works Director

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-68 – Authorize Mayor to execute Construction Contract OB15-008 for Winn Road Improvements

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

Citizens of Osage Beach, staff, contractors

Why is Board Action Required?

Board approval required for contracts over $5,000.

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

Requesting first and second reading of Bill 15.68

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

20-00-773210 Special Road District Projects

Comments and Recommendation of Department:

Bids were opened on July 17, 2015, there were four bidders. Strait-Line Construction was the low bidder with a bid amount of $100,638.21. The bid tab is attached. We have experience with Strait-Line Construction in the past and are comfortable with awarding this project to them.

This project had an engineer estimate in the amount of $100,085.00.

The Osage Beach Special Road District has agreed to fund the reconstruction of the Extension of Winn Road.

The Public Works Department recommends approval of this ordinance for the award of this contract to Strait-Line Construction in the amount of $100,638.21.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BID TABULATION
Winn Road Improvements
OB15-008

Bid Opening: July 17, 2015

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Strait-Line Construction Lake Ozark, MO		APAC-Missouri Linn Creek, MO		Travis Hodge Hauling, LLC Lake Ozark, MO		Higgins Asphalt Paving Co., Inc Tipton, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization	1	LS	$ 5,000.00	$ 5,000.00	$ 9,800.00	$ 9,800.00	$ 6,663.85	$ 6,663.85	$ 6,000.00	$ 6,000.00	$ 85,700.00	$ 85,700.00
2	Remove & Replace Subgrade	178	CY	$ 90.00	$ 16,020.00	$ 65.00	$ 11,570.00	$ 140.22	$ 24,959.16	$ 87.00	$ 15,486.00	$ 77.05	$ 13,714.90
3	6" PVC Perforated Drain Pipe	16	LF	$ 20.00	$ 320.00	$ 8.00	$ 128.00	$ 19.80	$ 316.80	$ 40.00	$ 640.00	$ 19.38	$ 310.08
4	Drop Inlet Reconstruction	1	LS	$ 2,500.00	$ 2,500.00	$ 1,950.00	$ 1,950.00	$ 2,420.00	$ 2,420.00	$ 5,000.00	$ 5,000.00	$ 8,825.00	$ 8,825.00
5	1" Clean	72	SY	$ 30.00	$ 2,160.00	$ 8.50	$ 612.00	$ 16.47	$ 1,185.84	$ 12.00	$ 864.00	$ 10.84	$ 780.48
6	2" Bituminous Stabilized Base	53	TONS	$ 103.00	$ 5,459.00	$ 194.57	$ 10,312.21	$ 163.78	$ 8,680.34	$ 226.60	$ 12,009.80	$ 625.75	$ 33,164.75
7	Geo Filter Fabric	460	SY	$ 10.00	$ 4,600.00	$ 3.75	$ 1,725.00	$ 6.28	$ 2,888.80	$ 7.00	$ 3,220.00	$ 3.67	$ 1,688.20
8	2" Bituminous Overlay w/Petromat 4597	280	TONS	$ 110.00	$ 30,800.00	$ 120.00	$ 33,600.00	$ 133.00	$ 37,240.00	$ 210.00	$ 58,800.00	$ 227.14	$ 63,599.20
9	Concrete Pavement (4-inch thick)	226	SY	$ 65.00	$ 14,690.00	$ 67.00	$ 15,142.00	$ 78.50	$ 17,741.00	$ 125.00	$ 28,250.00	$ 127.02	$ 28,706.52
10	4" Solid White Fog Line	2312	LF	$ 3.00	$ 6,936.00	$ 0.75	$ 1,734.00	$ 0.55	$ 1,271.60	$ 2.00	$ 4,624.00	$ 1.28	$ 2,959.36
11	Directional Arrows	4	EA	$ 100.00	$ 400.00	$ 110.00	$ 440.00	$ 110.00	$ 440.00	$ 350.00	$ 1,400.00	$ 100.00	$ 400.00
12	Concrete Paved Ditch	135	LF	$ 40.00	$ 5,400.00	$ 55.00	$ 7,425.00	$ 65.04	$ 8,780.40	$ 41.00	$ 5,535.00	$ 79.52	$ 10,735.20
13	Roadway Signage	4	EA	$ 200.00	$ 800.00	$ 300.00	$ 1,200.00	$ 330.00	$ 1,320.00	$ 600.00	$ 2,400.00	$ 236.50	$ 946.00
14	Force Account	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	Total Base Bid				**$ 100,085.00**		**$ 100,638.21**		**$ 118,907.79**		**$ 149,228.80**		**$ 256,529.69**

BID OPENING

WINN ROAD IMPROVEMENTS

07/17/2015

10:00 a.m.

The following bids were opened by Deputy City Clerk Dorothy Urlicks and witnessed by Project Manager Stacy Bruns.

Bidder Name	**Amount of Bid**
Travis Hodge Hauling LLC	$149,228.80
Higgins Asphalt Paving Co., Inc.	$256,529.69
Strait Line Construction	$100,638.21
APAC-Missouri Inc.	$118,907.79

BILL NO. 15-68 ORDINANCE NO. 15.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STRAIT-LINE CONSTRUCTION FOR CONTRACT OB15-008 FOR WINN ROAD IMPROVEMENTS

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Strait-Line Construction for contract OB15-008 for Winn Road Improvements.

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 Strait-Line Construction for improvements on Winn Road 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. 15.68 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. 15.68.

_____
Penny Lyons, Mayor

Date

ATTEST:

_____
Diann Warner, City Clerk

EXHIBIT A

WINN ROAD IMPROVEMENTS

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated 7-10-15
No. 2 Dated 7-13-15
NO 3 7-14-15

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

Winn Road Improvements
Contract Bid Schedule

Item Unit	Estimated Quantity	Unit	Description	Unit Price	Price
1	1	LS	Mobilization	$ 9,800 —	$ 9,800 —
02096					
2	178	CY	Remove & Replace Subgrade	$ 65.00	$ 11,570.00
02316					
3	16	LF	6" PVC Perforated Drain Pipe	$ 8.00	$ 128.00
02612					
4	1	LS	Drop Inlet Reconstruction	$ 1,950.00	$ 1,950.00
02632					

WINN ROAD IMPROVEMENTS

Item Unit	Estimated Quantity	Unit	Description	Unit Price	Price
5	72	SY	1" Clean	$ 8.50	$ 612.00
02725					
6	53	Tons	2" Bituminous Stabilized Base	$ 194.57	$ 10,312.21
02730					
7	460	SY	Geo Filter Fabric	$ 3.75	$ 1,725.00
02730					
8	280	Tons	2" Bituminous Overlay w/Petromat 4597	$ 120.00	$ 33,600 —
02740					
9	226	SY	Concrete Pavement (4-inch thick)	$ 67.00	$ 15,142.00
02745					
10	2312	LF	4" Solid White Fog Line	$ .754	$ 1,734.00
02765					
11	4	EA	Directional Arrows	$ 110.00	$ 440.00
02765					
12	135	LF	Concrete Paved Ditch	$ 55.00	$ 7,425.00
02778					
13	4	EA	Roadway Signage	$ 300.00	$ 1200.00
02840					
14	1	LS	Force Account	Contingent Sum	$ 5,000.00
01800					
				TOTAL BID	$ 100,638.21

TOTAL BID IN WRITING: One hundred thousand six hundred thirty Eight dollars and 21/100

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at Strait-line Const this 13 day of July, 2015

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

_____
Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

_____

Telephone No. _____

IF A PARTNERSHIP: _____
Name of Partnership

_____
Member of Firm (Signature)

_____
Member of Firm (Typed or Printed)

Business Address of Bidder: _____

_____

Telephone No. _____

IF A CORPORATION: Strait-line Construction
Name of Corporation

By Jason Harper President
Signature & Title

Jason Harper
Typed or Printed Name

ATTEST: Lisa D Cochran (CORPORATE SEAL)
Secretary or Assistant Secretary Signature

Lisa D Cochran
Typed or Printed Name

Business Address of Bidder: P.O. Box 376
Lake Ozark MO 65049

Telephone No. 573-356-5019

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Florida

Name and Address of its: President P.O. Box 376
Lake Ozark MO 65049

Secretary

Submission Date: July 28, 2015

Submitted By: Human Resources Generalist

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-69 - Amend City code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Section 125.200 Employee Health and Safety

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

City of Osage Beach Employees

Why is Board Action Required?

Board of Aldermen approval required for ordinance amendments

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

Motion to approve first and second readings of Bill 15-69

Are there any deadlines associated with this action?

Yes. Staff would like this to be effective immediately.

Staff Comments and Recommendation

Bill 15-69 proposes partial change to the City's Back-to-Work Program which is part of the City's Safety Policy. The change to City code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Section 125.200 is:

Section 125.200.D.3 Employee Health and Safety – Change the date of the Safety Policy to 08/06/15.

The change to the Back-To-Work Program is the addition of a paragraph extending the program beyond two (2) months with the approval of the City Administrator. Refer to the attached Back-to-Work Program for the changes.

City Administrator Comments and Recommendation:

Concur with the Human Resource Generalist's recommendation.

BILL NO. 15-69 ORDINANCE NO. 15.69

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125, HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS RELATING TO THE EMPLOYEE HEALTH AND SAFETY POLICY REGARDING THE BACK-TO-WORK PROGRAM

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

Section 1. That Section 125.200.D.3 Employee Health and Safety – the Safety Policy regarding the Back-to-Work Program dated 08/06/15 is hereby adopted. A copy of the policy is attached and made a part hereof as if fully set forth herein.

Section 2. Severability. The provisions of every Chapter, Section, paragraph, sentence, clause and phrase are severable. If any provision of a Chapter, Section, paragraph, sentence, clause and/or phrase is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of the Chapter, Section, paragraph, sentence, clause and/or phrase are valid unless the court finds the valid provisions of the Chapter, Section, paragraph, sentence, clause and/or phrase are to essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed the legislature would have enacted the valid provisions without the void one; or unless the court finds that the valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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 be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provision had continued in force, unless it shall be therein otherwise expressly provided.

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

READ FIRST TIME:_____ READ SECOND TIME:_____

I hereby certify that the above Ordinance No. 15.69 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 15.69.

_____
Penny Lyons, Mayor

_____
Date

ATTEST:

_____
Diann Warner, City Clerk

Back-To-Work Program
-light duty-

The City takes responsibility for its employees and their own financial interests. The City will make a great effort to work closely with injured employees, physicians, insurance companies and professional rehabilitation services to get the employees back to work as soon as possible.

The Back-To-Work Program is designed to provide employees, who have been injured on the job, limited work within the restrictions specified by a physician. This gives the employees the opportunity to continue to be productive and to maintain the normal routines of a workday. The following procedures apply:

1. As a normal part of Workers' Compensation claim processing, a statement by the physician indicating the specific physical limitations that must be avoided for an indicated time shall be provided to the Human Resources Generalist and the Safety Coordinator. Refer to the Workers' Compensation Policy and Procedures.

2. The Human Resources Generalist will inform the Supervisor/Department Manager of the specific limitations and discuss possible restricted duty activities that would be within their restrictions of performance.

3. The Department Manager/Supervisor will discuss the job responsibilities with the employee and a specific work schedule will be established taking into account the employee's regular work schedule, job title, average number of work hours per week and overall employee input.

4. The employee is required to report to work as assigned to perform the duties specified for the period of recovery or until the assignment is completed. If the assignment is completed before recovery time, another assignment will be assigned, updating abilities from current medical information.

5. Unwillingness to accept assignment during period of recovery as directed by his/her Department Manager/supervisor will constitute ineligibility for disability leave during the time involved.

6. The employee will be paid at the base wage of their regular job classification during the time assigned to restricted duty.

7. In all cases, the Back-To-Work Program is to serve those employees who are disabled for a short-term injury, which is estimated to having a recovery time of two (2) months or less. It is not intended for an employee who has suffered a permanent disability. It is also not intended for an employee having personal medical problems not specifically attributable to an on-the-job injury.

8. **Those employees who are disabled for more than two (2) months may as determined by the City Administrator, on a case-by-case basis, continue on light duty where appropriate.**

9. The Department Manager/Supervisor and/or the Human Resources Generalist are to maintain contact on a regular basis with the employee during the time of off work before restricted work begins. See appropriate forms.

Submission Date: July 28, 2015

Submitted By: Public Works Director

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-70 to allow Mayor to execute Construction Contract OB15-014

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

Citizens of Osage Beach, staff, contractors

Why is Board Action Required?

Board approval required for contracts over $5,000.

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

Requesting first and second reading of Bill 15.70.

Are there any deadlines associated with this action?

No, but staff would like to get this roadway repaired soon due to erosion from the recent rains we have been having.

Budget Line / Source of Funds

20-00-773155 Misc. Streets/Roads

Comments and Recommendation of Department:

Bids were opened on July 28, 2015. The apparent low bidder is Travis Hodge Hauling, LLC with a bid amount of $73,634. We have done work in the past with Travis Hodge Hauling, LLC with good results.

The City has $32,750 remaining in the budget line Misc. Streets/Roads the remaining $40,884 will be funded with unrestricted Transportation Fund balances and an amendment to the budget will follow.

The Public Works Department recommends approval of this ordinance a first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BID TABULATION
2015 Misc. Stormwater Improvements
OB15-014

Bid Opening: July 28, 2015

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Extension Figure	Travis Hodge Hauling, LLC Lake Ozark, MO Unit Price	Travis Hodge Hauling, LLC Lake Ozark, MO Extension Figure	Strait-Line Construction Lake Ozark, MO Unit Price	Strait-Line Construction Lake Ozark, MO Extension Figure	Moon Construction Tipton, MO Unit Price	Moon Construction Tipton, MO Extension Figure
Section 1 - Shore Acres											
1	Mobilization	1	LS	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
2	Type S Concrete Curb	94	LF	$ 30.00	$ 2,820.00	$ 40.00	$ 3,760.00	$ 65.00	$ 6,110.00	$ 70.00	$ 6,580.00
3	Force Account	1	LS	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
	Section 1 Total				**$ 5,320.00**		**$ 5,760.00**		**$ 8,610.00**		**$ 10,080.00**
Section 2 - Case Road Slope Repair											
4	Mobilization	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
5	Flowable Backfill	1	LS	$ 1,500.00	$ 1,500.00	$ 6,000.00	$ 6,000.00	$ 8,200.00	$ 8,200.00	$ 5,000.00	$ 5,000.00
6	Rip Rap for Embankment Protection w/ Geo Fabric	1	LS	$ 3,700.00	$ 3,700.00	$ 10,000.00	$ 10,000.00	$ 10,200.00	$ 10,200.00	$ 15,000.00	$ 15,000.00
7	Force Account	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
	Section 2 Total				**$ 9,200.00**		**$ 20,000.00**		**$ 24,400.00**		**$ 26,000.00**
Section 3 - Nichols Road											
8	Mobilization	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 9,000.00	$ 9,000.00
9	36" Corrgated Metal Arch Pipe	56	LF	$ 150.00	$ 8,400.00	$ 296.00	$ 16,576.00	$ 182.50	$ 10,220.00	$ 155.00	$ 8,680.00
10	Concrete Pavement Restoration Complete	94	LF	$ 60.00	$ 5,640.00	$ 67.00	$ 6,298.00	$ 51.25	$ 4,817.50	$ 120.00	$ 11,280.00
11	Force Account	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
	Section 3 Total				**$ 18,040.00**		**$ 26,874.00**		**$ 21,037.50**		**$ 30,960.00**
Section 4 - Sycamore Valley Slope Repair											
12	Mobilization	1	LS	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00
13	Flowable Backfill	1	LS	$ 1,500.00	$ 1,500.00	$ 7,500.00	$ 7,500.00	$ 8,200.00	$ 8,200.00	$ 5,000.00	$ 5,000.00
14	Rip Rap for Embankment Protection w/ Geo Fabric	1	LS	$ 3,700.00	$ 3,700.00	$ 10,000.00	$ 10,000.00	$ 11,200.00	$ 11,200.00	$ 15,000.00	$ 15,000.00
15	Force Account	1	LS	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
	Section 4 Total				**$ 9,200.00**		**$ 21,000.00**		**$ 23,400.00**		**$ 26,000.00**
	Total Base Bid Sections 1-4				**$ 41,760.00**		**$ 73,634.00**		**$ 77,447.50**		**$ 93,040.00**

BID OPENING

2015 MISC. STORM WATER IMPROVEMENTS

07/28/2015

2:30 p.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Dorothy Urlicks.

Bidder Name	**Amount of Bid**
Moon Construction	$93,040.00
Travis Hodge Hauling, LLC	$73,634.00
Strait-Line Construction	$77,447.50

BILL NO. 15-70 ORDINANCE NO. 15.70

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRAVIS HOLDGE HAULING, LLC FOR STORMWATER IMROVEMENTS ON VARIOUS CITY STREETS

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Travis Hodge Hauling, LLC for storm water improvements on various City streets.

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 Travis Hodge Hauling, LLC in an amount not to exceed $73,634 for storm water improvements on various City streets 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. 15.70 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. 15.70.

_____

Penny Lyons, Mayor

Date

ATTEST:

_____

Diann Warner, City Clerk

EXHIBIT A

BID FORM

(Revised 07/16/15 slb)

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated 07/16/15
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

2015 MISC. STORMWATER IMPROVEMENTS
CONTRACT BID FORM

Item	Estimated Quantity	Unit	Description	Unit Price	Price
SECTION 1 - SHORE ACRES					
1	1	LS	Mobilization	$ 1,000.00	$ 1,000.00
02096					
2	94	LF	Type S Concrete Curb	$ 40.00	$ 3,760.00
02778					
3	1	LS	Force Account	Contingent Sum	$ 1,000.00
01800					
				SECTION 1 TOTAL	$ 5,760.00

2015 MISCELLANEOUS STORMWATER IMPROVEMENTS

Item	Estimated Quantity	Unit	Description	Unit Price	Price
SECTION 2 -CASE ROAD SLOPE REPAIR					
4 / 02096	1	LS	Mobilization	(TH) $2,000.00 ~~$1,500.00~~	$2,000.00
5 / 00621	1	LS	Flowable Backfill	$6,000.00	$6,000.00
6 / 02372	1	LS	Rip Rap for Embankment Protection (includes geo fabric)	$10,000.00	$10,000.00
7 / 01800	1	LS	Force Account	Contingent Sum	$2,000.00
				SECTION 2 TOTAL	$20,000.00
SECTION 3 - NICHOLS ROAD					
8 / 02096	1	LS	Mobilization	$2,000.00	$2,000.00
9 / 02612	56	LF	36" Corrugated Metal Arch Pipe	$296.00	$16,576.00
10 / 02745	94	LF	Concrete Pavement Restoration	$67.00	$6,298.00
11 / 01800	1	LS	Force Account	Contingent Sum	$2,000.00
				SECTION 3 TOTAL	$26,874.00
SECTION 4 – SYCAMORE VALLEY WEST SLOPE REPAIR					
12 / 02096	1	LS	Mobilization	$1,500.00	$1,500.00
13 / 00621	1	LS	Flowable Backfill (Includes Area 1 and Area 2)	$7,500.00	$7,500.00
14 / 02372	1	LS	Rip Rap for Embankment Protection (includes geo fabric) (Includes Area 1 and Area 2)	$10,000.00	$10,000.00
15 / 01800	1	LS	Force Account	Contingent Sum	$2,000.00
				SECTION 4 TOTAL	$21,000.00
				TOTAL BASE BID (SECTIONS 1-4)	$73,634.00

TOTAL BASE BID (SECTIONS 1-4) IN WRITING: Seventy-three thousand, six hundred thirty-four dollars.

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 8:00 am this 28th day of July, 2015

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

_____
Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

_____

Telephone No. _____

2015 MISCELLANEOUS STORMWATER IMPROVEMENTS

IF A PARTNERSHIP: _____
Name of Partnership

_____
Member of Firm (Signature)

_____
Member of Firm (Typed or Printed)

Business Address of Bidder: _____

_____

Telephone No. _____

IF A CORPORATION: Travis Hodge Hauling, LLC
Name of Corporation

By [signature] Managing Member
Signature & Title

Travis Hodge
Typed or Printed Name

ATTEST: [signature] (CORPORATE SEAL)
Secretary or Assistant Secretary Signature

Stacey Perkins-Hodge
Typed or Printed Name

Business Address of Bidder: PO Box 10164
Lake Ozark MO 65049

Telephone No. (573) 793-1600

If Bidder is a Corporation, supply the following information:

State in which Incorporated: MO

Name and Address of its: President Travis Hodge
PO Box 10164 Lake Ozark, MO 65049

Secretary Stacey Perkins-Hodge
PO Box 10164 Lake Ozark, MO 65049

Submission Date: July 29, 2015

Submitted By: Building Official

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-71 – Authorize Mayor to execute Construction Contract OB15-011 for City Hall Lower Parking Lot Improvements

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

Citizens of Osage Beach, staff, contractors

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 15-71.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

10-09-774256 Building Improvements

Comments and Recommendation of Department:

Bids were opened on July 28, 2015, there were three bidders. Strait-Line Construction was the low bidder with a bid amount of $66,303.50. The bid tab is attached. This project was bid with an additive bid item in the amount of $5,378.00 to replace a drainage structure and storm pipe that have failed/collapsed.

I recommend awarding this project with the additive bid item making the total price $71,681.50. The budgeted amount for this project ($68,000) is over by $3,682 (5%). There are two projects remaining from line item 10-09-774256, Building Improvements. Following the completion of this and the remaining projects from 10-09-774256, a budget amendment will be completed if necessary

We have experience with Strait-Line Construction in the past, with favorable results. The Building Department recommends approval of this ordinance for the award of this contract to Strait-Line Construction in the amount of $71,681.50.

City Administrator Comments and Recommendation:

Concur with the Building Official's recommendation.

BID TABULATION
City Hall Lower Parking Lot Improvements
OB15-011

Bid Opening: July 28, 2015

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Strait-Line Construction Lake Ozark, MO		APAC-Missouri Linn Creek, MO		Travis Hodge Hauling, LLC Lake Ozark, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Remove & Replace Subgrade	316	CY	$ 50.00	$ 15,800.00	$ 72.00	$ 22,752.00	$ 93.15	$ 29,435.40	$ 125.00	$ 39,500.00
2	Cold Milling Bituminous Pavements	735	SY	$ 20.00	$ 14,700.00	$ 15.00	$ 11,025.00	$ 14.35	$ 10,547.25	$ 19.00	$ 13,965.00
3	2.5" Bituminous Stablized Base	107	TONS	$ 110.00	$ 11,770.00	$ 90.00	$ 9,630.00	$ 87.70	$ 9,383.90	$ 98.00	$ 10,486.00
4	1.5" Bituminous Overlay	194	TONS	$ 98.00	$ 19,012.00	$ 92.25	$ 17,896.50	$ 89.30	$ 17,324.20	$ 99.00	$ 19,206.00
5	Force Account	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	Total For Base Bid				**$ 66,282.00**		**$ 66,303.50**		**$ 71,690.75**		**$ 88,157.00**
Additive Bid Item No. 1											
6	12" Corrguated Metal Pipe	30	LF	$ 60.00	$ 1,800.00	$ 48.20	$ 1,446.00	$ 64.25	$ 1,927.50	$ 60.00	$ 1,800.00
7	Flared End Section	1	EA	$ 300.00	$ 300.00	$ 275.00	$ 275.00	$ 695.00	$ 695.00	$ 600.00	$ 600.00
8	Curb Inlet	1	EA	$ 2,800.00	$ 2,800.00	$ 3,175.00	$ 3,175.00	$ 2,605.00	$ 2,605.00	$ 3,000.00	$ 3,000.00
9	Curb and Gutter	10	LF	$ 100.00	$ 1,000.00	$ 48.20	$ 482.00	$ 190.70	$ 1,907.00	$ 100.00	$ 1,000.00
	Total For Additive Bid Item No.1				**$ 5,900.00**		**$ 5,378.00**		**$ 7,134.50**		**$ 6,400.00**
	Total Base Bid + Additive Bid Item No.1				**$ 72,182.00**		**$ 71,681.50**		**$ 78,825.25**		**$ 94,557.00**

BID OPENING

CITY HALL LOWER PARKING LOT IMPROVEMENTS

07/28/2015

3:00 p.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Dorothy Urlicks.

Bidder Name		**Amount of Bid**
Travis Hodge Hauling, LLC	Base Bid	$88,157.00
	Additive Bid	$6,400.00
Strait-Line Construction	Base Bid	$66,303.50
	Additive Bid	$5,378.00
APAC Missouri Inc.	Base Bid	$71,690.75
	Additive Bid	$7,134.50

BILL NO. 15-71 ORDINANCE NO. 15.71

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STRAIT-LINE CONSTRUCTION FOR CITY HALL LOWER PARKING LOT IMPROVEMENTS

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Strait-Line Construction for City Hall Lower Parking Lot Improvements.

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 Strait-Line Construction in an amount not to exceed $71,681.50 for City Hall Lower Parking Lot Improvements 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. 15.71 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. 15.71.

_____
Penny Lyons, Mayor

Date

ATTEST:

_____
Diann Warner, City Clerk

EXHIBIT A

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

BASE BID

CITY HALL LOWER PARKING LOT IMPROVEMENTS

Item	Estimated Quantity	Unit	Description	Unit Price	Price
1	316	CY	Remove & Replace Subgrade	$ 72.00	$ 22,752.00
02316					
2	735	SY	Cold Milling Bituminous Pavement	$ 15.00	$ 11,025.00
02740					
3	107	TONS	2.5" Bituminous Stabilized Base	$ 90.00	$ 9,630.00
02730					
4	194	TONS	1.5" Bituminous Overlay	$ 92.25	$ 17,896.50
02740					
5	1	LS	Force Account	Contingent Sum	$ 5,000.00
01800				TOTAL FOR BASE BID	$ 66,303.50

ADDITIVE BID ITEM NO. 1

Item	Estimated Quantity	Unit	Description	Unit Price	Price
6	30	LF	18" Corrugated Metal Pipe	$ 48.20	$ 1,446.00
02612 7	1	EA	Flared End Section	$ 275.00	$ 275.00
02612 8	1	EA	Curb Inlet	$ 3,175.00	$ 3,175.00
02632 9	10	LF	Curb and Gutter	4 48.20	$ 482.00
02778					
			TOTAL FOR ADDITIVE BID ITEM NO.1		$ #5,378.00

The City reserves their right to award on Total Base Bid or Total Base Bid plus Additive Bid No.1

TOTAL BASE BID IN WRITING: Sixty Six Thousand Three hundred three dollars & 50/00

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

City Hall Lower Parking Lot Improvements

Dated at Strait-line Const 7-27-2015 this 27 day of July, 2015

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

_____
Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

_____

Telephone No. _____

IF A PARTNERSHIP: _____
Name of Partnership

_____
Member of Firm (Signature)

_____
Member of Firm (Typed or Printed)

Business Address of Bidder: _____

_____

Telephone No. _____

IF A CORPORATION: Strait-line Construction USA INC
Name of Corporation

By _____ President
Signature & Title

Jason Harper
Typed or Printed Name

ATTEST: _____ (CORPORATE SEAL)
Secretary or Assistant Secretary Signature

Lisa Cochran
Typed or Printed Name

Submission Date: July 28, 2015

Submitted By: Jeana Woods, City Administrator

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15.72 – Request to amend the 2015 Budget - Transportation Fund

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 15.72.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

20-00-773155 Misc. Streets/Roads

City Administrator Comments and Recommendation:

This amendment correlates to the Misc. Streets/Road project, Bill 15.70, Contract OB15-014. Amending 20-00-773155 Misc. Streets/Roads from the original budget of $80,000 to amended budget of $120,884.

BILL NO. 15-72 ORDINANCE NO.15.72

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 appropriating an additional $40,884 to line item 20-00-773155 designated as Misc. Streets/Roads. Total appropriations as follows:

	Original Item	Amended Item
20-00-773155 Misc. Streets/Roads	$80,000	$120,884

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. 15.72 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. 15.72.

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

Submission Date: July 31, 2015

Submitted By: Nick Edelman, Public Works Director

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15.73 - To establish School Zone Speed Limit on Nichols Road

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

Residents, visitors, Department of Public Safety, and other City Staff.

Why is Board Action Required?

Board approval required to enact an ordinance.

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

Requesting first and second reading of Bill 15.73.

Are there any deadlines associated with this action?

Yes. The Camdenton R-III School Districts starts August 18th.

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

The City has received comments about lowering the speed limit on Nichols Road after reviewing these comments with the school district, it is recommended to lower the speed limit to 20 MPH. The 20 MPH speed zone is recommended to be on weekdays 7:00 AM – 4:30 PM. At which time the flashing lights are installed the ordinance may be adjusted accordingly.

City Administrator Comments and Recommendation:

This was an original request from the school back in 2013 during planning. Staff most recently met with Dr. Hadfield and determined an appropriate school speed zone. Concur with the Public Works Director's recommendation.

BILL NO. 15-73 ORDINANCE NO. 15.73

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE I. SPEED LIMITS BY ESTABLISHING A NEW POSTED SPEED LIMIT FOR NICHOLS ROAD IN THE AREA OF THE NEW OSAGE BEACH ELEMENTARY SCHOOL ON NICHOLS ROAD AS INDICATED HEREIN

Whereas, the Board of Aldermen finds that the Public Works Director acting under the authority of City Code Section 315.010, after consideration and evaluation, has found that a need exists and under the authority of City Code Section 320.010 and 320.050 recommends the posting of speed limit signs along the following city streets:

> On Nichols Road, a section of that road beginning 180 feet south of the intersection of Dude Ranch Road and Nichols Road to an ending point 1,710 feet south on the intersection of Dude Ranch Road and Nichols Road: On weekdays from 7:00 a.m. to 4:30 p.m.: 20 miles per hour

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

Section 1. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding to Schedule I – Speed Limits the following:

> On Nichols Road, a section of that road beginning 180 feet south of the intersection of Dude Ranch Road and Nichols Road to an ending point 1,710 feet south on the intersection of Dude Ranch Road and Nichols Road: On weekdays from 7:00 a.m. to 4:30 p.m.: 20 miles per hour

Section 2. All drivers of motor vehicles shall not exceed the posted speed limit established herein as prescribed in the City Traffic Code. Exceeding such posted speed limit shall be considered a misdemeanor offense and the violator subject to citation and fine.

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

Section 4. 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.15.73 was duly passed on _____, 2015 by the Board of Aldermen of the City of Osage Beach.

The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

_____
Date

_____
Diann Warner, City Clerk

Approved as to form:

_____
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 15.73.

_____
Penny Lyons, Mayor

_____
Date

ATTEST:

_____
Diann Warner, City Clerk

Submission Date: 07/24/2015

Submitted By: Public Works Director

Board Meeting Date: 08/06/2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization for purchase of Pump Tooling

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

Citizens, visitors, staff

Why is Board Action Required?

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

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

Motion to approve the purchase of Pump Tooling from Municipal Equipment Company

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

35-00-743500 Pump Repair

Comments and Recommendation of Department:

This request is for the purchase of Pump Tooling to assist with rebuilding grinder pumps (2hp, 3 hp and 5 hp). The tooling is specific to the ABS/Sulzer grinder pumps. Municipal Equipment Company is the sole distributor for these pumps and equipment. The cost to purchase this equipment is $9,736.17. Staff recommends purchase from Municipal Equipment Company.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

Jeana Woods

From: Derrick Brandt <dbrandt@munequip.com>
Sent: Tuesday, July 21, 2015 7:18 AM
To: Eric Hibdon
Subject: RE: Osage Beach Tools

Eric,

You are correct on the pricing. I will check on the delivery time frame and let you know as soon as I hear.

Thanks

Derrick Brandt
Municipal Equipment Company
Office (314) 645-2400
Desk (314) 290-2974
Cell (618) 322-0623

Municipal Equipment Company, Inc.

From: Eric Hibdon [mailto:ehibdon@osagebeach.org]
Sent: Tuesday, July 21, 2015 6:46 AM
To: Derrick Brandt
Subject: RE: Osage Beach Tools

Derrick

Just to make sure that I understand you correctly please review the following:

Piranha S Series (Less Hydraulic Cylinder)
List: $3327.77
25% Discount: $831.94
Our Cost: $2,495.83

M Series (Less Hydraulic Cylinder)
List: $3,224.75
25% Discount: $806.19
Our Cost: $2,418.56

M Series (Less Hydraulic Cylinder)
List: $3,314.49
25% Discount: $828.62
Our Cost: $2,485.87

Hydraulic Cylinder
List: $3,114.54
25% Discount: $778.64

Our Cost: $2335.91

Total Cost less Cyclinder $7,400.26
Total Cost w/ Cylinder $$9,736.17

What is the lead time associated with the purchase of this? Also, does this include the three days of pump training that we previously discussed? If not what is the cost.

Thanks

Eric Hibdon, PE
City of Osage Beach
Public Work Supervisor
5757 Chapel Drive
Osage Beach, MO 65065
(573) 302-2020 Ext. 604
Fax: (573) 302-2043
ehibdon@osagebeach.org

Communications made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City of Osage Beach or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents, or representatives, where notice to the City is required by any federal, state, or local laws, rules, or regulations.

From: Derrick Brandt [mailto:dbrandt@munequip.com]
Sent: Monday, July 20, 2015 9:58 PM
To: Eric Hibdon
Subject: FW: Osage Beach Tools

Eric,

And now....the moment we have been waiting on for the last several months.....

Below is the tooling as requested. Brent did take a look and said that the "hollow hydraulic cylinder" can be purchased locally and only one would be required.

The prices listed below are list price and you would get 25% off these.

Please let me know if you have any questions.

Thanks

Derrick Brandt
Municipal Equipment Company
Office (314) 645-2400
Desk (314) 290-2974
Cell (618) 322-0623

Municipal Equipment Company, Inc.

PIRANHA S SERIES	DESCRIPTION	P/N	LIST PRICE
11.1	Stator Insertion Tool	96995195	$467.18
11.1	Stator Insertion Tool	96994196	$467.18
13.4	Pressure Test Tool (Oil Chamber Connection)	96995206	$539.06
13.5	Stator Extraction Tool	96995208	$1,356.02
	Hollow Hydraulic Cylinder*	-	$3,114.54
13.6	Stator Puller	96995167	$115.00
13.6	Stator Puller	96995182	$115.00
13.7	Piranha Impeller Puller	96995150	$71.87
13.8	Lower Bearing Press Tool	96995192	$98.23
13.8	Lower Bearing Press Tool	96995201	$98.23
			$6,442.31

PIRANHA M SERIES			
	Stator Insertion Tool	96995141	$1,018.22
	Di Probe Press Tool	96995148	$124.58
	Lower Bearing Press Tool	96995143	$213.23
	Stator Puller	96995163	$172.50
	Pressure Test Tools (Oil Chamber Connection)	96995207	$586.97
	Stator Extraction Tool	96995160	$1,109.26
	Hollow Hydraulic Cylinder*	-	$3,114.54
			$6,339.29

PIRANHA PE (DN32)			
12.6	Bearing Housing Support Fixture	No P/N Assigned	$654.05
12.7	Bottom Bearing Support Fixture	No P/N Assigned	$436.04
12.8	Stator Extraction Tool	No P/N Assigned	$977.49
	Hollow Hydraulic Cylinder*	-	$3,114.54
12.9	Stator Puller Disc Tool	No P/N Assigned	$172.50
12.12	Stator Insertion Tool	No P/N Assigned	$577.39
12.14	Impeller Puller	No P/N Assigned	$131.77
	(1) M12 Jacking Bolt	No P/N Assigned	$7.76
	(2) M6 Bolts	No P/N Assigned	$2.92
12.15	Pressure Test Tool (Oil Chamber Connection)	No P/N Assigned	$177.29
12.15	Pressure Test Tool (Motor Chamber Connection)	No P/N Assigned	$177.29
			$6,429.03

* The Hydraulic Cylinder is a standard item, can be purchased off the shelf.

Submission Date: 07/30/2015

Submitted By: Public Works Director

Board Meeting Date: 08/06/2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization to approve JCI Industries to proceed with rebuilding three lift station pumps.

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

Citizens, visitors, staff

Why is Board Action Required?

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

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

Motion to authorize JCI Industries to proceed with rebuilding three lift station pumps.

Are there any deadlines associated with this action?

Yes. Quote is good for thirty days.

Budget Line / Source of Funds

35-00-743500 Pump Repairs

Comments and Recommendation of Department:

A quote was requested from the City's current vendor (JCI Industries) to rebuild three lift station pumps. The three pumps are 39 HP, 25 HP and 24 HP pumps. The cost for each respective pump is $6,473.00, $4,798.00 and $5,500.00 respectively.

It is recommended to authorize JCI Industries to proceed with the rebuilding of these pumps in the amount of $16,771.00.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

JCI Industries, Inc.
9921 Big Meadows Road
Jefferson City, MO 65101
Tel: 573-636-7061
www.jciind.com

Wednesday, July 22, 2015

Osage Beach, City of
5757 Chapel Drive
Osage Beach, MO 65065

Phone: 573-302-2020
Fax:

Attention: **Chad Stark**

Subject: ABS AFW290-4 39Hp SN# G7191 & ABS AFP-25 25Hp SN# F72925

Quotation #: 0585529677KSJ
Please refer to this number when ordering

Chad Stark:

Best regards,

Kevin Schupp

Kevin Schupp

JCI Industries, Inc.
573-636-7061

Kevin Schupp

Kevin Schupp

JCI Industries, Inc.
573-680-1067

JCI Industries, Inc.
9921 Big Meadows Road
Jefferson City, MO 65101
Tel: 573-636-7061

Wednesday, July 22, 2015

Quote #: 0585529677KSJ

Item	Description	Qty	Unit Price	Subtotal
1.00	**ABS AFW290-4 39Hp SN# G7191** Repair of ABS AFW290-4 39Hp SN# G7191 -Pick up -DCI -New rebuild/seal kit -New bearings -Assemble -Test/Paint -Deliver -This pump did not come with an impeller or volute -Impeller and Volute responsibility of Osage Beach	1	$6,473.00	$6,473.00
2.00	**ABS AFP-25 25Hp SN F72925** ABS AFP-25 25Hp SN F72925 Repair consists of the following: -Pick up -DCI -Rewind Stator -New Rebuild/Seal Kit -New Bearings -Assemble -Test/Paint -Deliver	1	$4,798.00	$4,798.00

Subtotal	$11,271.00
Total	**$11,271.00**

Terms & Conditions	
Lead Time 3 Weeks After Receiving Order	**Payment Terms** Net 30
Shipping Method	**Shipping Terms** Prepaid and Added to Invoice
F.O.B. Warehouse	This Quotation is valid for 30 days.

Chad G. Stark

From: Kevin Schupp <kschupp@jciind.com>
Sent: Monday, July 06, 2015 10:01 AM
To: Chad G. Stark
Subject: ABS AFW180-4 - S/N J7123

Chad,

JCI is pleased to quote you the following for your review:

Repair of ABS AFW180-4 - S/N J7123 – 24HP
Repair consists of the following:
-Disassemble pump
-Recondition entire pump
-Rewind Stator (Motor is burnt up)
-Install new seal kit
-Install new bearings
-Assemble pump
-Test
-Paint and deliver

$5,550.00 total

Let me know how to proceed.

Thanks

Kevin J. Schupp
Electrical Sales Manager
JCI Industries, Inc.
Cell: 573-680-1067
kschupp@jciind.com
http://www.jciind.com

"Learn more about JCI's shop capabilities at http://jciind.com/jci-shop-capabilities/ "

Submission Date: 07/24/2015

Submitted By: Public Works Director

Board Meeting Date: 08/06/2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization for purchase of Sands Air Duct Piping

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

Citizens, visitors, staff

Why is Board Action Required?

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

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

Motion to approve purchase.

Are there any deadlines associated with this action?

Yes. Bid is good for Thirty days.

Budget Line / Source of Funds

35-00-743300 Repair of System

Comments and Recommendation of Department:

Bids were advertised for the purchase of Air Duct Piping for Sands Pump Station and one bid was received from Arapaho Pipe and Supply. The Public Works Department will be completing this work in house. This bid is for the purchase of the pipe. Arapaho Pipe and Supply's bid amount is $7,697.00. Staff recommends purchase.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

City of Osage Beach
IFB BID FORM
Spring Valley Pipe and Fittings

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

SUBMITTED BY: Arapaho Pipe & Supply, LP
Company Name
DATE SUBMITTED: 7/20/15

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

Item	Total
Air Duct Piping	$ 7697.00
Total	$ 7697.00

Description of bidder's recent experience in providing the materials and services detailed in this IFB, references and/or any additional information relative in the ability to supply and/or perform stated materials and/or services – (attach additional sheet(s) if necessary):

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

Company Arapaho Pipe & Supply, LP By Jack M Kidd
(Authorized Representative)
Address 840-A Kastrin
El Paso, TX 79907
Jack M. Kidd - Pres ACM, LLC for LP
(Print or type name and title)

Phone 855 303 8021 / 915 351 1782 Email jkidd@arapaho-lp.com
FAX 915 595-1785 Date 7/20/15

BID OPENING

SANDS AIR DUCT PIPING

07/22/2015

10:45 a.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Dorothy Urlicks.

Bidder Name	**Amount of Bid**
Arapaho Pipe & Supply LP	$7,697.00

Submission Date: July 14, 2015

Submitted By: Public Works Director

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Requesting a motion to reject all bids for Construction Contract OB15-015 for Lee C. Fine Airport Seal Coating.

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

Citizens of Osage Beach, staff, contractors

Why is Board Action Required?

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

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

Motion to reject all bids.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

45-00-774128 Airport Capital

Comments and Recommendation of Department:

Bids were opened on July 14, 2015 for the Lee C. Fine Airport Seal Coating, there was one bidder. Vance Brothers was the low bid with a bid amount of $34,208.00. The bid tab is attached. This bid included an additive bid item to seal coat the lookout roadway.

This project with the base bid is approximately $14,000 over budget. We talked with the low bidder and there was some misunderstanding with when we wanted the project completed. We would like to get this work completed after Labor Day. We recommend reject all bids. We believe we will get better pricing by doing this.

The Public Works Department recommends rejecting all bids. If bids are rejected, we plan to rebid this project soon.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BID TABULATION
Lee C. Fine Airport Seal Coating
OB15-015

Bid Opening: July 14, 2015

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Extension Figure	Vance Brothers Unit Price	Vance Brothers Extension Figure
1	Airport Seal Coating	10,690	SY	$ 1.76	$ 18,814.40	$ 3.20	$ 34,208.00
	Total Base Bid				**$ 18,814.40**		**$ 34,208.00**
2	Ford Rd Seal Coating	2470	SY	$ 1.76	$ 4,347.20	$ 1.50	$ 3,705.00
	Total Additive Bid Item No.1				**$ 4,347.20**		**$ 3,705.00**
	Total Base Bid & Additive Bid Item No.1				**$ 23,161.60**		**$ 37,913.00**

Submission Date: July 22, 2015

Submitted By: Assistant City Administrator

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization for the purchase of holiday displays from Christmas Done Bright for $19,968.

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

Citizens of Osage Beach, suppliers, and City Staff.

Why is Board Action Required?

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

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

Motion to approve.

Are there any deadlines associated with this action?

Yes. Staff needs to proceed as soon as possible as to not get behind schedule in project preparation.

Budget Line/Source of Funds

10-21-754220 Holiday Display

Comments and Recommendation of Department:

This is the same company that we have purchased displays from for the previous two years. In order for us to continue to have the same look and feel as our existing displays, staff feels that Christmas Done Bright is our best option as we continue to build our display inventory and groupings. Their quality is good and their price is competitive.

Staff is requesting to purchase Thirty-Three (33) new displays, Twenty (20) of which will be added to the parkway light program, the remainder to be added to the light park. Some duplicates of our more popular displays are in the mix so that they may be used in the

park as well as along the Parkway, but we are also purchasing many new ones. Almost all have animation of some sort.

Total cost for the displays with shipping is $19,968. $36,000 was budgeted for lights as well as additional electric (at the park) and storage bins to be built to accommodate the new displays. The total project is estimated to come in under budget.

Summary Timeline

Free Holiday Light Park at Osage Beach City Park:

- Setup in November
- Open from the Saturday following Thanksgiving (11/28/15) thru the Sunday following New Year's Day (1/3/16). Santa will make an appearance at the park the Saturday before Christmas (12/19/15).
- Cleanup and storage in January 2016

Holiday Light Displays for participating business along Osage Beach Pkwy:

- Letters to businesses to be mailed August 2015
- Business partner waivers/location determinations September/October 2015
- Setup in mid/late October and early November
- All displays on the Parkway ready and lit up the day after Veterans Day (11/12/15) and they stay on the parkway thru the first of the year. Electric service provided by participating businesses.
- Cleanup and storage in January 2016

Staff recommends approval.

City Administrator Comments and Recommendation:

Concur with the Asst. City Administrator's recommendation.

Mike Welty

From: lightup@christmasdonebright.com
Sent: Tuesday, July 21, 2015 8:56 AM
To: Mike Welty
Subject: Christmas Done Bright: Sales Order #SO-046119

Christmas Done Bright

CDBI
114 North Main Street
Springfield TN 37172
United States

www.christmasdonebright.com

Bill To	**Ship To**
City of Osage Beach	City of Osage Beach
1000 City Pkwy	5757 Chapel Drive
Osage Beach MO 65065	Osage Beach MO 65065
United States	United States

Sales Order

Date	7/21/2015
Order #	SO-046119
Terms	
Payment Method	
PO #	
Ship Via	Best Way
Memo	holding on approval
Shipping Tel #	573-302-2000 ext 297

Item	Description	Qty	Options	Rate	Amount
LARGE STOCKING AND ELF-LED	LARGE STOCKING AND ELF- LED	2		1,200.00	2,400.00
DINOSAUR WITH HATCHING BABY-LED	DINOSAUR WITH HATCHING BABY-LED	2		650.00	1,300.00
SANTA FISHING ON DOCK-LED	SANTA FISHING ON DOCK-LED	1		525.00	525.00
SANTA AND RUDY GOLFING WITH ELF IN GOLF CART-LED	SANTA AND RUDY GOLFING WITH ELF IN GOLF CART-LED	1		1,250.00	1,250.00
SANTA'S BLUE TRACTOR AND TOY WAGON LED	SANTA'S BLUE TRACTOR AND TOY WAGON LED	1		400.00	400.00
LARGE SANTA SLEIGH WITH DEER-LED	LARGE SANTA SLEIGH WITH DEER-LED	1		2,800.00	2,800.00
GINGERBREAD PLAYING SOCCER-LED	GINGERBREAD PLAYING SOCCER-LED	1		475.00	475.00
LET IT SNOW! LED	LET IT SNOW! LED	1		350.00	350.00
MERRY CHRISTMAS BLOCK LETTERS-LED	MERRY CHRISTMAS BLOCK LETTERS-LED	2		625.00	1,250.00
Flurry the Dog Scene	Flurry the Dog Scene	1		250.00	250.00
REINDEER 4X4 AND GRANNY-LED	REINDEER 4X4 AND GRANNY-LED	2		1,100.00	2,200.00
ROCKET SANTA LED	ROCKET SHIP SANTA LED	1		450.00	450.00
RACE CAR SANTA LED	RACE CAR SANTA LED	2		450.00	900.00
3D CHRISTMAS TREE-LED	3D CHRISTMAS TREE-LED	1		1,375.00	1,375.00
SANTA'S ROCK BAND-LED	SANTA'S ROCK BAND-LED	1		975.00	975.00
CANDY MOUNTAIN-LED	CANDY MOUNTAIN-LED	1		800.00	800.00
CANDY CANE ARCH-HAPPY HOLIDAYS 12FT LED	CANDY CANE ARCH-12FT HAPPY HOLIDAYS LED	1		450.00	450.00
SANTA ON HARLEY WITH TOY CART-LED	SANTA ON HARLEY WITH TOY CART-LED	1		550.00	550.00
SANTA AND RUDY GOLFING-LED	SANTA AND RUDY GOLFING-LED	1		850.00	850.00
Elf Decorating Tree Scene	Elf Decorating Tree Scene	1		615.00	615.00
SANTA AND RUDY PLAYING FOOTBALL LED	SANTA AND RUDY PLAYING FOOTBALL - LED	1		450.00	450.00
CHUBBY'S SLIDE THRU	CHUBBY'S SLIDE THRU	1		845.00	845.00
SANTA'S RED TRACTOR AND TOY WAGON LED	SANTA'S RED TRACTOR AND TOY WAGON LED	1		400.00	400.00

Santa Checking His List Scene	Santa Checking His List Scene	1		850.00	850.00
DIVING PENGUIN-LED	DIVING PENGUIN-LED	1		375.00	375.00
BEACH SANTA LED	BEACH SANTA LED	1		375.00	375.00
SANTA IN DUMPTRUCK LED	SANTA IN DUMPTRUCK LED	1		550.00	550.00
SNOW GLOBE LED	SNOW GLOBE LED	1		450.00	450.00
				Subtotal	24,460.00
				Discount (20% Dis)	-4,892.00
				Shipping Cost (Best Way)	400.00
				Total	$19,968.00

Christmas Done Bright will do the best to deliver your order in a timely manner and the most efficient way possible. PLEASE NOTE: For larger shipments that require shipping by LTL or freight trucks the buyer will need to be present and a signature is required. Also any changes to orders will need to be called in to 1-888-453-0599.

Submission Date: July 28, 2015

Submitted By: Human Resources Generalist

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Approve payment of two insurance claims:
1) Claim Number: 15-APD0334 – 2013 Ford Explorer. In the amount of $12,935.47
2) Claim Number: 15/PO267 – Swiss Village Well #2. In the amount of $19,462.00

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

Citizens, visitors, staff

Why is Board Action Required?

Board approval is required for purchases (payments) and contracts over $5,000

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

Motion to award bid to Flynn Drilling Co., Inc. for Swiss Village Well #2 and motion to award payment to Upton Custom & Collision for 2013 Ford Explorer.

Are there any deadlines associated with this action?

Yes, the well is not functioning and this will put it back into service. The Ford Explorer is out of service.

Budget Line / Source of Funds

10-14-743200 Vehicle Maintenance: Claim Number: 15-APD0334
30-00-743300 Repair of System: Claim Number: 15/PO267

Comments and Recommendation of Department:

Claim Number: 15-APD0334 – 2013 Ford Explorer. This vehicle was damaged in the accident on Grand Glaize Bridge. Several estimates were received and given to the

adjuster for MPR, the City's insurance provider. Upton Custom & Collision is low estimate and is performing the work in the amount of $12,935.47 this includes the City's $500 deductible. A check for $12,435.47 has been received from MP. The City should be reimbursed for the $500 deductible after subrogation of this claim.

Estimates were received from Hawken Carstar Collision Repair Center, Hi-Tech Auto Body & Towing, Lake Collison, and Upton Custom & Collision.

Claim Number: 15/PO267 – Swiss Village Well #2. Bids were advertised for the repair of the well at Swiss Village. This well was struck by lightning and this will repair the well as well as make some operational improvements. Two bids were received and the apparent low bidder is Flynn Drilling Co., Inc. in the amount of $19,462.

The cost breakdown is as follows:

$14,479.00 Insurance Claim – City's deductible is $2,500
$4,983.00 Repair of system

A lightning affidavit needs to be completed by the contractor and submitted before the insurance claim can proceed.

Bid tab is attached.

City Administrator Comments and Recommendation:

Concur with the Human Resource Generalist's recommendation.

Swiss Village Well Repair Bid Tab

		Flynn Drilling Co		Midwest Hydro	
Description	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**
Replace existing 100 HP Franklin Motor	1	$ 14,479.00	$ 14,479.00	$ 26,171.00	$ 26,171.00
Tap and install a break off plug in the existing check valve	1	$ 550.00	$ 550.00	$ 175.00	$ 175.00
Install a 6" stainless check with a break off plug 20' above existing pump	1	$ 2,579.00	$ 2,579.00	$ 3,495.00	$ 3,495.00
Install stainless steel nipples for both check valves at the inlet and discharge side and at the pump.	1	$ 1,854.00	$ 1,854.00	$ 1,250.00	$ 1,250.00
Total			$ 19,462.00		$ 31,091.00

BID OPENING

SWISS VILLAGE WELL REPAIR

07/22/2015

10:30 a.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Dorothy Urlicks.

Bidder Name	**Amount of Bid**
Midwest Hydro	$31,091.00
Flynn Drilling Co., Inc.	$19,432.00

Submission Date: July 16, 2015

Submitted By: City Clerk

Board Meeting Date: August 6, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Request to Reschedule October 15, 2015 Board of Aldermen Meeting

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

City, elected officials, citizens of Osage Beach

Why is Board Action Required?

Section 110.110 allows the Board to reschedule meetings.

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

Motion to reschedule Board of Aldermen meeting from October 15 to October 22, 2015.

Are there any deadlines associated with this action?

Yes.

Department Comments:

October 15, 2015 is the date for a regularly scheduled Board meeting, however, the Lake Area Chamber of Commerce Annual Dinner is being held that night. To allow elected officials to attend the dinner, we are requesting the second Board of Aldermen meeting in October be rescheduled for October 22, 2015.

City Administrator Comments and Recommendation:

Concur with the City Clerk's recommendation.