



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

NOTICE OF OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
JANUARY 20, 2011 – 6:30 P.M.
CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 01/06/11 (Page 01)
- Bills (Page 08)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Bill No. 11-04. Voluntary Annexation for Allen and Jonna Scott. First and Second Readings (Page 20)
- B. Bill No. 11-05. Authorize Mayor the Execute Agreement with the Missouri Highway and Transportation Commission for the Enhancement Project. First and Second Readings (Page 24)
- C. Bill No. 11-06. Authorize Mayor to Execute A/E Services Contract AEOB10-031, Task No. 2 for Street Lighting Along Highway 54 From Highway KK to Lazy Days Road to HDR Archer. First and Second Readings (Page 36)
- D. Bill No. 11-07. 2011 Budget Amendment. First and Second Readings (Page 43)
- E. Bill No. 11-08. Authorize Mayor to Execute Agreement for Concessionaire Services for the Osage Beach City Park. First and Second Readings (Page 46)
- F. Proposed Contract Modification for Design of Rehabilitation of Passover Road (Page 61)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED

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

January 6, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, January 6, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman David Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was present and performed the duties of that office.

Mayor's Communications. Mayor Lyons thanked City Engineer Nick Edelman for the work done on behalf of the City with MoDOT to get directional signs on the expressway for businesses in Osage Beach and guard rails for safety.

Citizens Communications. Don Chisholm was present to express his concern that there are only three ramps rather than four in close proximity to Osage Catfisheries. He said he appreciated all the efforts by Mayor Lyons, Alderman Farmer and Alderman Kahrs and believes the project will be completed with the fourth ramp. Mayor Lyons was hopeful that the fourth ramp would come to fruition soon.

Consent Agenda.

Alderman Farmer moved to approve the consent agenda which includes minutes of the regular meeting held on December 16, 2010, and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business. None.

New Business.

Public Hearing. Voluntary Annexation Requested by Allen and Jonna Scott.

This is a request by Allen and Jonna Scott petitioning the City to annex property located along Missouri State Highway 42 in Miller County identified as Tract AA on the survey, also known as Hi-Tech Towing.

If no written objections to the proposed annexation are filed within fourteen days after the public hearing, the Board may adopt an ordinance annexing the property. City Planner Patterson said that a rezoning request would be forthcoming to rezone the property from A-1 to a zoning district more fitting to the use.

No action is necessary at this time.

No one was present to speak in favor of or in opposition to the voluntary annexation petition. Mr. Allen Scott was present to answer questions.

Upon a question from Alderman Rucker about the length of time the City has to provide services, City Planner Patterson responded that the City has no obligation to serve the property within a certain amount of time because it is a voluntary annexation.

There being no further questions or comments, Mayor Lyons closed the public hearing at 6:40 p.m.

UNAPPROVED

Bill 11-01. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 09.52 ADOPTING THE 2010 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

City Engineer Nick Edelman explained that during the July 22, 2010 Board of Aldermen Meeting, the Engineering Department presented an item to pay AmerenUE for their Utility Relocates along Stewart Drive and Zebra Road since they had easements. The estimated cost of the utility relocates was \$82,000. AmerenUE proceeded to do this work on a cost plus basis. At the July 22, 2010, the engineering department was authorized on a not to exceed basis of \$100,000.

The work that AmerenUE did was actual cost and the original cost was an estimated value from their engineering department. The bill from AmerenUE has been received and the total is \$125,074. There was some extra work done which included moving a street light.

The additional \$25,074 needed for this item can come out of the self restricted funds for Hatchery Road. There could be some cost savings for the utility relocates in the 2011 Budget but it is unknown at this time. The Engineering Department recommended approval of the budget amendment.

Mayor Lyons presented the first reading of Bill 11-01 by title only. It was noted that Bill 11-01 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill 11-01 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-01 by title only. It was noted that Bill 11-01 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-01 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-01 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker. "Nays": None. Bill No. 11-01 was passed and approved as Ordinance No. 11.01.

Bill No. 11-02. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE A/E SERVICES CONTRACT NO. AE0B11-001 FOR DESIGN OF SIDEWALK IMPROVEMENTS ALONG OSAGE BEACH PARKWAY FROM HATCHERY ROAD TO BEACH DRIVE WITH HOWARD R. GREEN.

Bill 11-02 authorizes the Mayor to execute the contract with HR Green for design services for the Hwy 54 Sidewalk Improvements project, the sidewalk project along Osage Beach Parkway from Osage Beach Elementary to Beach Drive. This sidewalk will include a pedestrian crossing at the Wal-Mart signalized intersection.

The City was selected to receive enhancement funds for the sidewalk construction along Osage Beach Parkway. To receive the funds, the design work must be completed.

UNAPPROVED

The Engineering Department has worked with HR Green in the past with good results and a price of \$88,028.90 has been negotiated. The 2011 budgeted amount for this project was estimated at \$100,000, account 20-00-773100 - Engineering.

The Engineering Department recommends award of the contract to HR Green in the not to exceed amount of \$88,028.90.

Mayor Lyons presented the first reading of Bill 11-02 by title only. It was noted that Bill 11-02 has been available for public review. The ordinance was corrected to an agreement with Howard R. Green rather than HDR Archer.

Alderman Olivarri moved to approve the first reading of Bill 11-02 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-02 by title only. It was noted that Bill 11-02 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-02 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-02 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt. "Nays": Bill No. 11-02 was passed and approved as Ordinance No. 11.02.

Bill No. 11-03. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING A PORTION OF SWISS VILLAGE ROAD AS A CITY STREET AS DESCRIBED IN SECTION 1.

City Engineer Edelman explained that the City should take over the part of Swiss Village Road that the County owns between Burton Duenke Lane and the City's portion of Swiss Village Road. The City will maintain Burton Duenke Lane per an agreement with MoDOT but we need to accept the portion between Burton Duenke Lane and our portion of Swiss Village Road to be consistent.

Alderman Kahrs moved to approve the first reading of Bill 11-03 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-03 by title only. It was noted that Bill 11-03 has been available for public review.

Alderman Farmer moved to approve the second and final reading of Bill No. 11-03 as presented. Alderman Kahrs seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-03 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 11-03 was passed and approved as Ordinance No. 11.03.

Appointment of Representative to the Lake of the Ozarks Council of Local Governments.

Mayor Lyons asked the Board to appoint a representative to the Lake of the Ozarks Council of Local Governments. The Board of Directors consists of twenty-one (21) individuals seated as follows: Each County shall have a Board representative who shall be a member of the respective County Commission.

UNAPPROVED

The cities of Camdenton, Eldon, Lebanon, Osage Beach and Versailles shall have a Board representative who shall be a member of the respective governing body or a staff employee of the jurisdiction.

The Council meets on the second Monday at 1:30 p.m. It is a two-year term. Mayor Lyons offered to continue to represent the City on the LOCLG.

Alderman Farmer moved to appoint Mayor Lyons to represent the City on the LOCLG. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Approval of 2011 Scoreboard Advertisement Contracts.

Assistant City Administrator Jeana Albertson explained that American Family and Mid Missouri Credit Union have both renewed their park advertising contracts for the 2011 fiscal year for a total of \$2,400 in fees (10-00-450450).

Alderman Kahrs moved to approve the two contracts as recommended for Mid Missouri Credit Union and American Family. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Discussion of Location of Zebra Road.

City Engineer Nick Edelman explained that previous to the recent TIF request for the High Pointe Center property, Zebra Road was going to connect with Links Road and create a four-way, signalized intersection with Chef/Highway 54. This design resulted from the initial Public Infrastructure meeting. Initially, as a part of the agreement between MoDOT and the City whereby the City would take over Route 54, MoDOT agreed to move the existing signal at the center of the High Pointe Center (HPC) to the Zebra/Links intersection with Route 54. However, at the initial Public Infrastructure meeting, it was discussed that the High Pointe Property would be adversely affected by moving the signal. Because of this, three options were presented to the Committee; a roundabout, a redesigned entrance to the HPC where the new Zebra would "T" into the entrance (parking lot) to HPC, and a relocated Zebra in which a commercial entrance to the HPC would be their access to Links/Zebra. Each option had pros and cons. The committee selected a relocated Zebra in which a commercial entrance to HPC would be their access to Zebra. When the Committee made this recommendation, they did so knowing the property would not have great access to Route 54, but the thought at the time was the City would not wait on their infrastructure projects for a potential development to occur.

The problem with the recommended design is that the driveway would be too close to Highway 54. This is similar to the HyVee gas station driveway access. The driveway is so close to Osage Beach Parkway that customers of the gas station have to cross the left turning movements from D Road to Osage Beach Parkway. Traffic can back up trying to make both of these movements. This is not a substantial problem at HyVee gas station because of the amount of traffic flow the gas station has.

However, imagine the gas station replaced with a major grocery store and a major electronics store. This problem came up with Raul Walters. At the time of the Raul Walters TIF request, the developer's engineers wanted to leave the signal at its current location (in the middle of the HPC) and add a signal to Zebra's current intersection with Osage Beach Parkway. That was not a preferred option due to the additional signal along the previous Route 54 (now Osage Beach Parkway), and was not accepted as an option.

UNAPPROVED

We recently have come up with a new idea which is attached. We wish to connect the western/southern portion of Zebra with Redbud instead of the intersection with Chef Street/Highway 54. This option was not in the Transportation Master Plan.

We would like a decision on one of the two options. The first option leaves the intersection as it has been previously recommended - at the Links/Chef/Highway 54 Intersection. The second option is to connect Zebra with Redbud and abandon part of Links roadway for the proposed Dierbergs TIF project.

Links/Chef/Highway 54 Intersection –

Pros - This option allows for a four way, signalized intersection with Chef Street.
Very little right of way is needed
Allows the residents off of Zebra access to a signal by use of a City Street

Cons – This option limits the development possibility of the High Pointe Property.
Even though it is a small amount, the right of way needed to be obtained is not going to be obtained easily. High Pointe Center Property owner is not in favor of this option.
Two very expensive Utility Poles need to be relocated

Zebra connecting with Redbud –

Pros - Makes a connecting street
The school bus will not have to get on Osage Beach Parkway to pick up kids from Zebra or Redbud
One of the property owners has talked with me about wanting this in the past.

Cons - We need a lot of right of way
How much traffic is going to utilize the roadway?
Need to remove right in/out at Redbud Road

We have done a cost estimate for both options. As you can see they are close to the same. The cost estimates are attached. The difference in the cost estimate is approximately \$19,000. The 2011 Budget did not account for all of the costs for the second phase of Zebra. The reason for this was the two utility poles that need to be relocated. The estimate for each pole is \$85,000. We put \$100,000 in utility relocates for other projects, not this one.

The Engineering Department recommended building Zebra to Redbud. The reasons are that Zebra becomes a connecting street with Redbud and that High Pointe Property can be utilized to the best of its ability.

Consensus was that this option provides more options for residents living on Zebra and they will have quicker access. City Engineer Edelman said this project would not be completed in 2012 without outside help and this project would affect the 2012 budget. Alderman Olivarri said the bigger concern is existing businesses' ability to be served off of Links Road. He added that he would like Links Road to remain open so that existing businesses may receive deliveries. City Engineer Edelman said that Links Road would be blocked off at Randy's which would allow access for deliveries. It was noted that the proposed right in, right out at Zebra will be eliminated.

UNAPPROVED

Alderman Kahrs moved to approve the design of Zebra Road as presented and recommended by City Engineer Nick Edelman. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Kahrs. Steve Kahrs reported that the cost for the fourth ramp is coming down however the problem is that MoDOT is asking the City and others to build the fourth ramp. He asked that a letter be drafted to Representative Mike Kehoe, Representative Diane Franklin and Senator Purgason to apply pressure to MoDOT to fund the fourth ramp.

Mayor Lyons said she helped to mediate this issue for 18 months and MoDOT had said they would not pay for a fourth ramp without donations from the property owners. She added that the hospital, the Duenke's, the Mitchell Group and the Kahrs family donated property. Now the cost has been reduced to \$400,000 to build the ramp and after speaking with MoDOT and the Osage Beach Special Road District, Mayor Lyons believes the ramp is close to being funded.

Alderman Rucker moved to forward a letter to area representatives asking that MoDOT fund the fourth ramp. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Alderman Kahrs asked Assistant City Administrator Jeana Albertson to contact Victoria Hubble about the history book, *A Town on Two Rivers* that was written by Ms. Hubble and the possibility of putting the book with an agent or selling the book online.

Alderman Rucker. Alderman Rucker asked if there is updated information on the Beach Drive intersection. City Engineer Nick Edelman indicated there had been no further information since he spoke with Mr. Brooks of MoDOT who said they were working on some other design.

Alderman Gasper. Dave Gasper wished everyone a prosperous New Year and he stated that he missed seeing Michael McSorley in the audience.

Alderman Farmer. Lois Farmer welcomed Allen Scott to the City.

Alderman Schmitt. Ron Schmitt gave some historical facts.

Staff Communications.

City Engineer. Nick Edelman introduced Casey Knight and Ethan Shackelford, co-ops who began working on Monday and will work through August.

Public Works Superintendent. Rick King reported that white pines will be planted at the EQ basin on the expressway and on KK when the weather permits.

There being no further business to come before the Board, the meeting adjourned at 7:25 p.m.

UNAPPROVED

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 January 6, 2011.

Diann Warner, City Clerk

Penny Lyons, Mayor

000008

**CITY OF OSAGE BEACH
BILLS LIST
January 20, 2011**

Bills Paid Prior to Board Meeting	243,389.23
Payroll Paid Prior to Board Meeting	124,233.19
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	559,102.18
Total Expenses	<u>926,724.60</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000009
NON-DEPARTMENTAL	General Fund	MCDANEL, MIKE	SAVINGS BOND REIMB	7.88
		MO DEPT OF REVENUE	DEC CVC FEES	413.54
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	3,762.00
		MO TREASURER BUDGET DIRECTOR	PEACE OFFCR STNDRS/TRAINI	53.00
		INTERNAL REVENUE SERVICE	Fed WH	11,387.61
			FICA	4,787.46
			Medicare	1,652.84
		ICMA	Retirment 457 &	371.05
			Retirement 457	1,821.00
			Loan Repayments	947.49
			Loan Repayments	758.55
			401 Loan Payment	292.34
			401 Loan Payment	147.56
			Loan Repayments	178.41
			Retirement Roth IRA	235.00
		OFFICE OF MO STATE TREASURER	UNCLAIMED PROPERTY	70.00
		CADV	DECEMBER FEES	96.00
		THOMAS, LARRY	UMPIRE SERVICES	240.00
		ONE TIME VENDOR	Bond Refund:0001 -01	150.50
			TOTAL:	27,716.54
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	404.35
			Medicare	94.56
		ICMA	Retirement 401	402.53
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	21.00
			TOTAL:	922.44
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	417.26
			Medicare	97.58
		ICMA	Retirement 401	400.02
			TOTAL:	914.86
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	429.34
			Medicare	100.40
		ICMA	Retirement 401	448.67
		WHITE, APRIL	REIMB DEPENDNT CARE WITHHO	208.33
			TOTAL:	1,186.74
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	94.09
			Medicare	22.01
		ICMA	Retirement 401	93.72
			TOTAL:	209.82
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	272.58
			Medicare	63.75
		ICMA	Retirement 401	263.79
		CLERK OF THE SUPREME COURT	2011 MEMBERSHIP	305.00
			TOTAL:	905.12
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	98.13
		INTERNAL REVENUE SERVICE	FICA	367.10
			Medicare	85.85
		ICMA	Retirement 401	363.20
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	75.30
			TOTAL:	989.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	CITY HALL TRASH SERVICE	229.62
			TOTAL:	229.62
Parks	General Fund	FLEET ONE AMEREN MISSOURI INTERNAL REVENUE SERVICE ICMA PETTY CASH AT & T MOBILITY-CELLS WILLEY, BRIAN ABC INVESTMENTS	PARKS FUEL	304.88
			LOWER DIAMOND LIGHTS	10.77
			CITY PARK #2 DISPLAY C	103.05
			FISH HATCHERY RD SOCCER FI	18.61
			CITY PARK #2 DISPLAY D	117.48
			FISH HATCHERY RD BALL FIEL	735.75
			CITY PARK #2 DISPLAY B	111.38
			BALL DIAMONDS CONS STAND	93.87
			CITY PARK #2 DISPLAY A	144.67
			42 HWY BALL PK LTS	19.38
			CITY PARK #2 IRRIGATION PU	106.93
			FICA	242.22
			Medicare	56.64
			Retirement 401	212.36
			CAR WASH	25.00
			CELL PHONE SERVICE	50.98
			CHARCOAL, DRIVE PINS	43.55
			16' TANDEM AXLE TRAILER	1,725.00
			TOTAL:	4,122.52
			Human Resources	General Fund
Medicare	25.73			
Retirement 401	113.98			
RETIREMENT PARTY SUPPLIES	6.45			
1ST PLACE MUG-RUMMAGE SALE	17.14			
CITY BUCKS PROGRAM	1,500.00			
TOTAL:	1,773.30			
Overhead	General Fund	MOPERM POSTAGE BY PHONE PLUS CHARTER BUSINESS	LIABILITY INSURANCE	55,471.53
			POSTAGE	1,331.02
			JAN SERVICES	5.10
			TOTAL:	56,807.65
Police	General Fund	BANKCARD CENTER 3770 FLEET ONE MOCIC INTERNAL REVENUE SERVICE PETTY CASH POSTAGE BY PHONE PLUS ICMA AT & T MOBILITY-CELLS	MEMBERSHIP RENEWALS	154.00
			PUBLIC SAFETY FUEL	929.90
			PUBLIC SAFETY CAR WASH	40.00
			2011 MEMBERSHIP FEES	200.00
			FICA	2,815.35
			FICA	148.80
			Medicare	658.46
			Medicare	34.80
			CELL PHONE HOLDER	10.71
			K-9 CONDITIONER	3.97
			POSTAGE	292.37
			Retirement 401	2,817.94
			CELL PHONE SERVICE	247.02
			TOTAL:	8,353.32
			911 Center	General Fund
FICA	825.38			
Medicare	193.04			
TRAINING CLASS SNACKS	23.15			
Retirement 401	831.30			

000010

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000011	AMOUNT
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		23.99
			TOTAL:		1,988.86
Planning	General Fund	FLEET ONE	PLANNING FUEL		72.58
		INTERNAL REVENUE SERVICE	FICA		267.39
			Medicare		62.53
		POSTAGE BY PHONE PLUS	POSTAGE		246.33
		ICMA	Retirement 401		260.74
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		21.00
			TOTAL:		930.57
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA		531.86
			Medicare		124.40
		ICMA	Retirement 401		435.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		113.42
			TOTAL:		1,204.68
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA		290.29
			Medicare		67.89
		ICMA	Retirement 401		283.06
		AT&T INTERNET/IP SERVICES	DEC SERVICE		831.83
		AT & T /EMSGTWY_SBC	DEC SERVICES		738.90
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		74.84
		D&B POWER ASSOCIATES INC	WARRANTY COVERAGE		1,374.00
		VERIZON WIRELESS	DEC SERVICES		86.04
		SEMAPHORE CORPORATION	BILLING ADDRESS CERTIFICAT		262.00
			TOTAL:		4,008.85
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL		29.55
			TOTAL:		29.55
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding		367.85
		INTERNAL REVENUE SERVICE	Fed WH		1,188.87
			FICA		486.42
			Medicare		167.93
		ICMA	Retirement 457		50.00
			Loan Repayments		34.92
			TOTAL:		2,295.99
Transportation	Transportation	AMEREN MISSOURI	UTILITY RELOCATES		54,685.13
		MARSHALL, JERRY	MILEAGE REIMB 12/21-12/29/		16.40
		FLEET ONE	TRANS FUEL		295.01
		ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT		76.54
		HDR INC	ONE-WAY COUPLE STREET LIGH		98.17
		GUNNELS, BERNIE	MILEAGE REIMB 12/21-12/29/		50.00
		HAYES, DAVE	MILEAGE REIMB 12/21-12/29/		4.00
		TINDALL, JERRY	MILEAGE REIMB 12/21-12/29/		12.00
		MOPERM	LIABILITY INSURANCE		9,455.36
		RUSSELL, RICK	MILEAGE REIMB 12/21-12/29/		26.70
		WATERMAN, RANDY	MILEAGE REIMB 12/21-12/29/		30.00
		INTERNAL REVENUE SERVICE	FICA		718.06
			Medicare		167.94
		POSTAGE BY PHONE PLUS	POSTAGE		30.35
		ICMA	Retirement 401		718.27
		GARMANY, VICTOR	MILEAGE REIMB 12/21-12/29/		14.00
		BANKCARD CENTER 5106	SNOW PLOW TRAINING		102.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012	AMOUNT
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		26.43
		WILLEY, BRIAN	SNOW PLOW TRAINING PRIZE		65.00
			TOTAL:		66,592.26
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding		202.52
		INTERNAL REVENUE SERVICE	Fed WH		647.25
			FICA		277.33
			Medicare		95.75
		ICMA	Retirement 457		12.50
			Loan Repayments		31.61
			Loan Repayments		67.09
			401 Loan Payment		64.32
			401 Loan Payment		75.98
			Loan Repayments		68.06
		OFFICE OF MO STATE TREASURER	UNCLAIMED PROPERTY		324.40
			TOTAL:		1,866.81
Water	Water Fund	FLEET ONE	WATER FUEL		342.72
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT		76.54
		MOPERM	LIABILITY INSURANCE		4,906.49
		RICHARDS, RON	MILEAGE REIMB 12/29-01/05/		62.42
		INTERNAL REVENUE SERVICE	FICA		409.43
			Medicare		95.74
		POSTAGE BY PHONE PLUS	POSTAGE		161.98
		ICMA	Retirement 401		414.36
		DUNHAM, LOYD	MILEAGE REIMB 12/22-12/28/		69.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		67.40
			TOTAL:		6,606.08
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding		346.63
		INTERNAL REVENUE SERVICE	Fed WH		1,153.93
			FICA		489.40
			Medicare		168.96
		ICMA	Retirement 457		32.50
			Loan Repayments		164.62
			Loan Repayments		100.91
			401 Loan Payment		108.67
		CAMDEN COURT	Case #09CM-SC00020		48.06
			TOTAL:		2,613.68
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI		2,151.60
			GRINDER PUMPS & LIFT STATI		3,505.89
		FLEET ONE	SEWER FUEL		249.93
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT		76.54
		AMEREN MISSOURI	SEWER WINDGATE BLDG		382.09
			PHOENIX ON WTR GRINDER PUM		13.54
		MOPERM	LIABILITY INSURANCE		12,867.51
		INTERNAL REVENUE SERVICE	FICA		722.41
			Medicare		168.96
		OWENS, BRIAN	MILEAGE REIMB 12/21-12/29/		21.20
			MILEAGE REIMB 12/22-12/28/		10.60
			MILEAGE REIMB 12/29-01/05/		10.81
		POSTAGE BY PHONE PLUS	POSTAGE		195.30
		ICMA	Retirement 401		719.91
		PEDROLA, TOM	MILEAGE REIMB 12/29-01/05/		92.41
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		32.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000013	AMOUNT
				TOTAL:	21,220.91
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding		362.00
		INTERNAL REVENUE SERVICE	Fed WH		1,222.21
			FICA		460.10
			Medicare		158.83
			TOTAL:		2,203.14
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL		119.86
		MOPERM	LIABILITY INSURANCE		5,430.09
		INTERNAL REVENUE SERVICE	FICA		679.20
			Medicare		158.83
		POSTAGE BY PHONE PLUS	POSTAGE		25.90
		ICMA	Retirement 401		494.46
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		60.01
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE DEC BILLING FEES		879.84
			TOTAL:		7,848.19
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding		119.80
		INTERNAL REVENUE SERVICE	Fed WH		422.30
			FICA		187.62
			Medicare		64.76
		ICMA	Retirment 457 &		112.30
			Loan Repayments		16.89
			TOTAL:		923.67
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	LCF AIRPORT TRASH SERVICE		105.87
		MOPERM	LIABILITY INSURANCE		6,314.59
		INTERNAL REVENUE SERVICE	FICA		276.95
			Medicare		64.76
		NAUGHT NAUGHT INS	AIRPORT LIABILITY		4,200.00
		POSTAGE BY PHONE PLUS	POSTAGE		51.29
		ICMA	Retirement 401		262.03
			TOTAL:		11,275.49
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding		91.20
		INTERNAL REVENUE SERVICE	Fed WH		304.98
			FICA		164.02
			Medicare		56.64
		ICMA	Retirment 457 &		74.86
			TOTAL:		691.70
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	DEC UTILITIES		30.59
		ALLIED WASTE SERVICES #435	GG AIRPORT TRASH SERVICE		105.87
		AMEREN MISSOURI	GG AIRPORT HANGAR		51.82
			GG AIRPORT HANGAR		12.86
		MOPERM	LIABILITY INSURANCE		1,981.65
		INTERNAL REVENUE SERVICE	FICA		242.14
			Medicare		56.64
		NAUGHT NAUGHT INS	AIRPORT LIABILITY		4,200.00
		POSTAGE BY PHONE PLUS	POSTAGE		14.46
		ICMA	Retirement 401		240.27
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		20.99
			TOTAL:		6,957.29

000014

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

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

10	General Fund	112,294.02
20	Transportation	68,888.25
30	Water Fund	8,472.89
35	Sewer Fund	23,834.59
40	Ambulance Fund	10,051.33
45	Lee C. Fine Airport Fund	12,199.16
47	Grand Glaize Airport Fund	7,648.99

	GRAND TOTAL:	243,389.23

TOTAL PAGES: 6

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	AUG BOOKS & MISC SALES TAX		2.04
			TOTAL:		2.04
City Clerk	General Fund	INTL INS MUNICIPAL CLERKS	D WARNER MEMBERSHIP FEE		135.00
		MO DEPT OF REVENUE	JAN SALES TAX REPORT		35.00
			TOTAL:		170.00
Municipal Court	General Fund	WILLIAM F WASHBURN	JAN MUNICIPAL COURT JUDGE		1,679.16
		MACA DEBRA A FRIESE TREAS	MEMBERSHIP FEES H EIDSON		50.00
			MEMBERSHIP FEES N CLARK		50.00
			TOTAL:		1,779.16
City Attorney	General Fund	WEST	DEC INFORMATION CHARGES		205.28
			TOTAL:		205.28
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL		89.69
		INTL CODE COUNCIL	R WHITE MEMBERSHIP		100.00
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG #1		37.33
		MACA-JANET SANDERS, TREASURER	2011 SPRING SEMINAR - ALTO		210.00
			2011 SPRING SEMINAR - WHIT		210.00
			2011 MEMBERSHIP - WHITE		25.00
			2011 MEMBERSHIP - ALTON		25.00
			TOTAL:		697.02
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	AIR FRESH, ORANGE BURST		122.24
			CUPS, TISSUES, DISHWASH		107.07
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CHOCOLATE, STIR ST		185.65
			WATER COOLER RENTAL		38.51
		SHANNON PAINTER DBA B & H CLEANING	JAN CLEANING SERVICES		1,416.66
		CULLIGAN LAKE OF THE OZARKS	SALT		52.99
		OTIS ELEVATOR CO	SERVICE CONTRACT		4,142.88
			TOTAL:		6,066.00
Parks	General Fund	EZARD'S ACE HARDWARE	RAKE, LAWN SUPPLY		27.98
		FLEET ONE	PARKS FUEL		53.47
		O'REILLY AUTO PARTS	MOTOR OIL		8.98
		BANKCARD CENTER 5569	FERROUS, SCRAPER, FLUSHCUT		81.85
			PLASTIC FIT		19.56
			BIBS		84.99
			TOTAL:		276.83
Human Resources	General Fund	BANKCARD CENTER 3333	SAFETY PRIZE		53.94
			CITY BUCKS GIFT CARDS		360.00
			CITY BUCKS GIFT CARDS		540.80
		BANKCARD CENTER 3358	PIZZA FOR SAFETY TRAINING		77.32
		PAUL'S CASH SAVER #602	SNOWPLOW TRAINING DRINKS		14.37
			TOTAL:		1,046.43
Overhead	General Fund	XEROX CORP	BASE CHARGE		547.32
		BANKCARD CENTER 5569	2011 BUDGETS		862.60
		WILLIAMS KEEPERS LLC	DEC 31,2010 AUDIT		1,330.00
			TOTAL:		2,739.92
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL		1,220.32
			PUBLIC SAFETY CAR WASH		48.00
			PUBLIC SAFETY FUEL		1,052.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000016	AMOUNT
			PUBLIC SAFETY CAR WASH		60.00
		MO POLICE CHIEFS ASSC	CHIEF SEVERSON MEMBERSHIP		200.00
		LAKE CLEANERS	DEC UNIFORM CLEANING		415.00
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG, ROTATE TIRES PD 3		53.33
			RESURFACE BRK ROTORS PD 23		72.00
			BATTERY PD 33		92.57
			TIRE REPAIR #17		12.00
			OIL CHG, ROTATE TIRES #28		53.33
			BATTERY TCA 1		98.57
			TIRE REPAIR #34		8.00
			OIL CHG #AD2 G9V		41.84
			OIL CHG, ROTATE TIRES #34		145.85
		CAMDEN COUNTY SHERIFF'S DEPT	PRISONER BOARDING		135.00
			PRISONER BOARDING		90.00
			PRISONER BOARDING		405.00
		PETCO	DOG FOOD		31.99
		LAKE OZARKS MAJOR CASE SQUAD	2011 MEMBERSHIP DUES		100.00
		MIDWEST POLICE CONSULTANTS, LLC	MANAGEMENT DEVLPMNT - O,DA		199.00
		SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS		621.78
			UNIFORMS		199.29
		DATA COMM INC	CUSTOM STAMP		14.12
		FRIENDS OF ANIMALS HUMANE SOCIETY INC	DOG FOOD		70.00
			TOTAL:		5,439.26
911 Center	General Fund	WIRELESS USA INC	JAN SERVICE		225.00
			CONSOLE REPAIR		602.00
		MO STATE HWY PATROL LAW ENFORC ACADEMY	1ST QTR MULES CHARGES		1,740.00
			TOTAL:		2,567.00
Planning	General Fund	ELDON ADVERTISER	E-ANNEXATION HEARING		202.20
			CREDIT		24.80-
		AMERICAN PLANNING ASSOC	PLANNING SUBSCRIPTIONS		1,322.00
			TOTAL:		1,499.40
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		49.22
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG ENG 4		37.33
			TOTAL:		86.55
Information Technology	General Fund	STAPLES ADVANTAGE	BATTERY BACK-UPS		585.58
		LARRY'S LAKESIDE AUTO REPAIR INC	STABILIZER LINK 96 TAURUS		48.43
			TOTAL:		634.01
Emergency Management	General Fund	LARRY'S LAKESIDE AUTO REPAIR INC	THERMOSTAT, OIL CHG EM 1		74.98
			TOTAL:		74.98
Economic Development	General Fund	CAPITAL CITY COURT REPORTING	PUBLIC HEARING BILL NO:10-		294.00
		GILMORE & BELL	DIERBERGS TIF PLAN 7/10 -1		16,151.25
		JOY A HOWARD DBA	DEC DIERBERGS TIF ADVISRY		862.50
		ALPHAGRAPHICS	DIRECT CONNECT PRINTING		1,144.00
		PECKHAM GUYTON ALBERS & VIETS, INC	HIGH POINT TIF		2,513.07
			HIGH PT TIF COST BENEFIT		4,330.00
			HIGH POINT TIF		2,583.63
			HIGH PT TIF COST BENEFIT		2,165.00
			TOTAL:		30,043.45
Transportation	Transportation	PURCELL TIRE CO	LEAF MACH RADIATOR REPAIR		956.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
		FLEET ONE	TRANS FUEL		431.55
			TRANS FUEL		405.94
		HOWARD R GREEN CO	AE OB08-003 STEWART & ZEBR		4,971.55
			AEOB04-014 PASSOVER RD		12,411.43
		CONSOLIDATED ELECTRICAL DISTR, INC	CONTACTORS		120.14
		CAMDEN COUNTY RECORDER OF DEEDS	FAX COPIES		3.00
		HD SUPPLY WATERWORKS LTD	PLUG, CAP, RETAINER W/ACC		342.54
		APAC MO INC	1" BASE		342.15
			1" BASE, 1" CLEAN		616.81
			ZEBRA/STEWART CONT OB 10-0		63,801.90
		JAMES H DREW CORP	STREET LIGHTS		23,361.18
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS		30.08
			STREET DEPT FLOOR MATS		5.00
			STREET DEPT UNIFORMS		30.08
			STREET DEPT FLOOR MATS		5.00
		CARGILL INC	BULK ICE CONTROL		1,670.79
			BULK ICE CONTROL		1,537.83
			TOTAL:		111,043.59
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	AUG WATER SALES TAX		2,144.14
			TOTAL:		2,144.14
Water	Water Fund	FLEET ONE	WATER FUEL		276.92
			WATER FUEL		244.76
		GOEHRI, GEORGE	JAN HEALTH INS PREMIUM		77.69
		TALLMAN COMPANY	DUCK BUTTER		6.08
		O'REILLY AUTO PARTS	TOWELS, GLSS CLNR, WSK BR		11.66
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG PWD 58		39.84
		POSTMASTER	UTILITY BILL MAILING		320.00
		CURTIS 1000 INC - SOUTHWEST	BILLING CARDS		1,005.81
		HD SUPPLY WATERWORKS LTD	TAND SETTR, MTR TILE, ADPT		1,030.66
			RETURNED METER TILE		157.50-
			PRESSURE REDUCING VALVE		339.00
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS		28.04
			WATER DEPT FLOOR MATS		5.00
			WATER DEPT UNIFORMS		28.04
			WATER DEPT FLOOR MATS		5.00
		HUTCHINS TELECOM LLC	CONNECTING WATER SYS IMPRO		82,373.50
		ROBINSON FENCE CO	PARKVW BAY WTR TWR SECRTY		8,165.00
			TOTAL:		93,799.50
NON-DEPARTMENTAL	Sewer Fund	CAMDEN COUNTY RECORDER OF DEEDS	FAX COPY		1.00
			TOTAL:		1.00
Sewer	Sewer Fund	VANDEVANTER ENGINEERING	FLOATS		313.92
			FLOATS		682.63
		ECC SUPPLY	CONTACTORS		518.86
			CONTACTORS		613.00
		RIBACK SUPPLY CO	VALVES		277.77
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMPING		1,150.00
			LIFT STATIONS PUMPED		405.00
		EZARD'S ACE HARDWARE	GAS CAN, LAWN SUPPLIES		12.98
			HARDWARE, TRAILER PIN, GRE		8.57
			FASTENERS		4.70
			ALLIGATOR CLIPS		4.78
		FLEET ONE	SEWER FUEL		85.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	006018	AMOUNT
			SEWER FUEL		178.87
		TALLMAN COMPANY	CPVC COUPLNG, ELL, PIPE		3.81
			RETURNED CPVC COUPL, ELL,		3.81-
			FLEX COUPLING		19.90
			PVC PIPE, ELL, COUPLING		163.29
		MUNICIPAL EQUIPMENT CO	CONTROL PANELS		55,615.00
		O'REILLY AUTO PARTS	2-1.20Z THDLOCK		43.98
			OIL FILTER, BRAKE CLN		12.36
			FUSE KITS		7.98
			FUSE		4.29
			BRAKE CLN		41.88
			BATTERY		84.65
			BATTERY RETURN		12.00-
			CARB CLNR		4.99
		CONSOLIDATED ELECTRICAL DISTR, INC	2P-120/240V-70A CB		49.38
		POSTMASTER	UTILITY BILL MAILING		320.00
		CURTIS 1000 INC - SOUTHWEST	BILLING CARDS		1,005.82
		HD SUPPLY WATERWORKS LTD	HEX BUSHING, CHECK VALVE		1,031.40
			RETURNED 1 1/2 BALL CK BLB		478.80-
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE #67		38.95
		JCI	PUMP REPAIR #10110		4,955.84
			PUMP REPAIR #G75674		2,746.83
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS		41.02
			SEWER DEPT FLOOR MATS		4.99
			SEWER DEPT UNIFORMS		41.02
			SEWER DEPT FLOOR MATS		4.99
		HUTCHINS TELECOM LLC	CONNECTING SEWER SYS IMPRO		202,881.02
			TOTAL:		272,885.85
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL		37.79
			AMB FUEL		77.41
		LARRY'S LAKESIDE AUTO REPAIR INC	VAC PUMP MEDIC 8		264.55
			AC & STROBE LIGHT REPAIR M		222.00
			BATTERY 97 FORD E-350		87.72
		ALLMED	MEDICAL SUPPLIES		4.10
		AMERICAN RESPONSE VEHICLES INC	AMB AIR HORN COMPRESSOR		485.00
		KING, DR ROBERT D	MEDICAL DIRECTOR		1,000.00
		STERICYCLE INC	BIOHAZARD DISPOSAL		22.27
			TOTAL:		2,200.84
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	AUG LCF SALES TAX		411.08
			TOTAL:		411.08
Lee C. Fine Airport	Lee C. Fine Airpor	EZARD'S ACE HARDWARE	FASTENERS, POCKET PLANE, B		11.98
			APPLIED CREDIT		0.97-
		FLEET ONE	LCF FUEL		55.09
			LCF CAR WASH		0.00
			LCF FUEL		0.00
			LCF CAR WASH		0.00
		NAEGLER OIL CO	JET A FUEL		23,091.04
			SATELLITE EQUIP CONNECTION		45.50
		O'REILLY AUTO PARTS	MOTOR TREATMNT, WIPER BLAD		24.72
			TOTAL:		23,227.36
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL		0.00
			GG FUEL		0.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000019	AMOUNT
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION		45.50
		O'REILLY AUTO PARTS	ANTIFREEZE		15.99
			TOTAL:		61.49

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

10	General Fund	53,327.33
20	Transportation	111,043.59
30	Water Fund	95,943.64
35	Sewer Fund	272,886.85
40	Ambulance Fund	2,200.84
45	Lee C. Fine Airport Fund	23,638.44
47	Grand Glaize Airport Fund	61.49
GRAND TOTAL:		559,102.18

Submission Date: January 10, 2011

Submitted By: City Clerk

Board Meeting Date: January 20, 2011

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

Description of Item:

Bill No. 11-04. Ordinance Approving Voluntary Annexation for Allen and Jonna Scott

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

The City, citizens, Allen and Jonna Scott.

Why is Board Action Required?

Board approval is required to enact ordinances.

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

First and second readings of Bill No. 11-04 is requested.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

A public hearing as required by RSMo. Section 71.012 was held January 6, 2011. If no written objections to the proposed annexation are filed by January 20, 2011, staff will recommend approval of both readings of Bill 11-04. No one was present at the public hearing who voiced any opposition to this annexation.

City Administrator Comments and Recommendation:

Request first and second readings to Bill 11-04 unless valid written objections are received.

BILL NO. 11-04

ORDINANCE NO. 11.04

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

WHEREAS, on December 2, 2010, a verified petition signed by all owners of the real estate hereinafter described requesting annexation of said territory into the City of Osage Beach, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Osage Beach, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the City Hall in Osage Beach, Missouri, at the hour of 6:30 p.m. on January 6, 2011; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on December 23, 2010, in the Eldon Advertiser, a daily newspaper of general circulation in the County of Miller, State of Missouri; and

WHEREAS, at said public hearing, all interested persons, corporations or political subdivision were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Osage Beach, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Osage Beach, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. Pursuant to the provisions of Section 71.012 RSMo, the following described real estate is hereby annexed into the City of Osage Beach, Missouri, to wit:

A tract of land lying in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri and being more particularly described as follows:

"Commencing from the east quarter corner of Section 08, Township 39 North, Range 15 West and running North 01 degree 22 minutes 21 seconds West a distance of 2,110.81 feet to a point located on the centerline of a 40 feet wide easement; thence departing the said centerline and continuing North 01 degree 22 minutes 21 seconds West a distance of 20.00 feet to the southeast corner of a tract of land recorded in Book 2008, Page 5965 as located on the northerly right-of-way of the said 40 feet wide easement; thence departing the said right-of-way North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land a distance of 81.0 feet to the northeast corner of the said tract of land and marking the southeast corner of a tract of land described in Book 374, Page 140; thence departing the said east line of the tract of land recorded in Book 2008, Page 5965 and continuing North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land recorded in Book 374, Page 140 a distance of 51.0 feet marking the northeast corner of the said tract of land and marking the southeast corner of a tract of land recorded in Book 328, Page 102; thence departing the said east line of the tract land recorded in Book 374, Page 140 North 00 degrees 15 minutes 29 seconds East along and with the east line of the said tract of land recorded in Book 328,

Page 102 a distance of 111.71 feet to an existing iron pin marking the northeast corner of the said tract of land for the POINT OF BEGINNING; thence departing the said east line North 89 degrees 43 minutes West (record plat = North 89 degrees 42 minutes 56 seconds West) along and with the north line of the said tract of a land a distance of 132.63 feet to an existing iron pin marking the northwest corner of the said tract land as located on the easterly right-of-way of a 40 feet wide easement; thence departing the said north line and said easterly right-of-way South 89 degrees 29 minutes West a distance of 40.11 feet to an existing iron pin located on the westerly right-of-way of the said easement and marking the northeast corner of a tract of land recorded in Book 2004, Page 7546; thence departing the said westerly right-of-way North 89 degrees 46 minutes West (record deed = North 89 degrees 45 minutes 51 seconds West) along and with the north line of the said tract of land a distance of 133.22 feet to an existing iron pin marking the northwest corner of the said tract of land as located on the easterly right-of-way of a 40 feet wide road known as Kaiser Road; thence departing the said north line and said easterly right-of-way continuing North 89 degrees 46 minutes West a distance of 20.52 feet to a point located on the centerline of the said road; thence North 13 degrees 07 minutes East (record plat = North 13 degrees 07 minutes 24 seconds East) along and with the said centerline a distance of 263.05 feet to a point located on the southerly right-of-way of Missouri State Highway No. 42; thence departing the said centerline along and with the said southerly right-of-way the following two (2) bearings and distances: (1) South 89 degrees 45 minutes East (record deed = South 89 degrees 44 minutes 31 seconds East) a distance of 20.52 feet to an existing iron pin located on the easterly right-of-way of said Kaiser Road and (2) thence departing the said easterly right-of-way and continuing South 89 degrees 45 minutes East 166.36 feet to an existing iron pin located on the easterly right-of-way of a 24 feet wide easement for ingress and egress; thence departing the said southerly right-of-way South 00 degrees 15 minutes 29 seconds West along and with the said easterly right-of-way a distance of 234.00 feet to an existing iron pin; thence South 89 degrees 44 minutes 31 seconds East a distance of 81.00 feet to an existing iron pin located on the west line of a tract of land recorded in Book 194, Page 441; thence South 00 degrees 15 minutes West (record deed = South 00 degrees 15 minutes 29 seconds West) along and with the said west line a distance of 22.03 feet, returning to the point of beginning."

Subject to the right-of-way of Missouri State Highway No. 42, two 40 feet wide easements, a 40 feet wide road known as Kaiser Road and to any other rights-of-way, easements or restrictions of record.

The basis of bearings for the above description is the call of South 89 degrees 46 minutes East along the north line of a tract of land recorded in Deed Book 2004, Page 7546 at the Miller County Recorder's Office, as located in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri.

Section 2. The boundaries of the City of Osage Beach, Missouri, hereby are altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3. The City Clerk of the City of Osage Beach is hereby ordered to cause three certified copies of this Ordinance to be filed with the Camden County Clerk.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.04 was duly passed on _____, 2011 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 11.04

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: January 7, 2011
Submitted By: City Engineer
Board Meeting Date: January 20, 2011

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

Description of Item:

Bill 11-05 - Authorize the Mayor to sign agreement with the Missouri Highway and Transportation Commission for Enhancement Project.

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

Citizens of Osage Beach, Missouri Highway and Transportation Commission, contractors, residents on Passover Road

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 11-05.

Are there any deadlines associated with this action?

This document needs to be returned to MoDOT as soon as possible.

Comments and Recommendation of Department:

The City received award of Enhancement Funds for Passover Road in 2007. At that time, the City executed the agreements with the Missouri Department of Transportation. During the design of Passover Road, it was decided to break the project into two phases. The Passover Road Project was closed out accidentally after Phase 1 was completed. In order to receive the remaining Enhancement Funds, we need to execute the new agreements.

000025

The Engineering department recommends approval. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-05

ORDINANCE NO. 11.05

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT PROVIDING FOR THE CONSTRUCTION OF SIDEWALKS ALONG PASSEVER ROAD, PHASE II, PROJECT STP-9900 (558).

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined that it is in the best interest of the City to authorize the Mayor to execute the Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement providing for the construction of sidewalks along Passover Road, Phase II, Project STP-9900 (558).

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement Project STP-9900 (558), and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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. 11.05 was duly passed on _____, 2011 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. 11.05.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: RM12
Approved: 04/95 (MGB)
Revised: 12/10 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-9900 (558)
Award Year: FY07
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENT FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Osage Beach (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §101, §104 and §133, funds to be used for transportation enhancement activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancement funds which are the subject of this Agreement are for the project at the following location:

Construction of sidewalks along Passover Road from the MoDOT right of way on Route 54 to Arlene Dr.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the (City's/County's/Grantee's) wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form

FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalks or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the (City's/County's/Grantee's) failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) (Option 1) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 60 percent not to exceed \$99,598.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs.

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the (City's/County's/Grantee's) contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or

services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(21) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(24) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(25) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Submission Date: January 12, 2011

Submitted By: City Engineer

Board Meeting Date: January 20, 2011

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

Description of Item:

Bill 11-06 – Authorize the Mayor to Execute A/E Services Contract No. AEOB10-031, Task #2

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

Citizens and visitors, future contractors and suppliers, HDR-Archer Engineers, City Staff

Why is Board Action Required?

The procurement will exceed \$5000.

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

Request first and second readings of Bill 11-06 in order to award Task No. 2 to design street lighting along Highway 54 from Highway KK to Lazy Days Road to HDR Archer.

Are there any deadlines associated with this action?

In order to get this project designed and constructed this year, we need to start the engineering services immediately.

Comments and Recommendation of Department Head:

The City completed the installation of street lights along Highway 54/Osage Beach Parkway except the section between State Highway KK and the southern City Limits. This section was left out since we did not know how the Highway 54 Expressway project would tie into existing Highway 54/Osage Beach Parkway. We would like to get this project completed this year. We need to award the engineering contract to get this work done.

Funding is available in account 20-00-773100 Engineering in the amount of \$268,946. There is \$74,000 budgeted for this item.

HDR Archer designed the street lights along Highway 54/Osage Beach Parkway. We had good results with them on these previous projects. The negotiated amount for this work is \$73,768.

We recommend approval of Task Order #2 in the not to exceed amount of \$73,768. The Engineering Department would like a first and second reading of this ordinance.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-06

ORDINANCE NO. 11.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE A/E SERVICES CONTRACT NO. AE0B10-031 TASK NO. 2 FOR DESIGN OF STREET LIGHTING ALONG HIGHWAY 54 FROM HIGHWAY KK TO LAZY DAYS ROAD WITH HDR ARCHER.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the A/E services Contract No. AEOB10-031 Task No. 2 for design of street lighting along Highway 54 from Highway KK to Lazy Days Road with HDR Archer.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Task No. 2 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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. 11.06 was duly passed on _____, 2011 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 11.06.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

TASK ORDER 2

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

TASK ORDER NUMBER: 2

PROJECT NAME: Highway 54 Street Lights Hwy KK to Lazy Days Road:

PART 1.0 PROJECT DESCRIPTION: Design street lighting along Highway 54 from Highway KK to Lazy Days Road .

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

DESIGN SERVICES

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

- A. Project Administration – Services specifically included in the administrative side of the project include the following:
 - 1. Attend a project kick-off meeting, with representatives from the Owner and Engineer present. This task will be limited to one (1) meeting.
 - 2. Project management / invoicing / administration costs to cover the costs of preparing an invoice and getting the project contract created and executed.

- B. Electrical Design – Services specifically included in this set of tasks for the project include the following:
 - 1. Determination of proposed MoDOT signalized intersection and lighting improvements.
 - 2. Determination of lighting spacing which shall be similar to the spacing on existing Highway 54.
 - 3. Design the lighting system to MoDOT standards.
 - a. Street Light design will meet the requirements of the *City of Osage Beach Design Guidelines* and the *Missouri Department of Transportation Standard Specifications for Highway Design*.
 - 4. Conduit and Circuit Design
 - a. Conduit and Circuit Design shall meet the 2005 National Electrical Code.

- C. Final Design Plans – the Engineer will prepare construction plans that conform to the *City of Osage Beach Design Guidelines* and the *Missouri Department of Transportation Standard Specifications for Highway Design*. The tasks for this phase shall include the preparation of the following:

1. Conduct field check to verify all existing topography. Field check will also include verification that proposed design features are constructible and practical.
 2. Cover Sheet, with legend index and location map.
 3. Combined plan/profile sheets on 11" x 17" paper, drawn to a scale.
 4. Plan and profile sheets will include, but not be limited to the following:
 - a. Proposed design
 - b. Construction limits
 - c. Location of all utilities
 5. Quality assurance and quality control to maintain a system of checks and balances so as to provide the best set of plans possible.
- D. Quantities, Specifications, and Estimates – the Engineer will prepare construction documents for the bidding of the project, including:
1. Project Manual. The Engineer will use existing City of Osage Beach specifications and front end documents and modify them as needed to conform to the requirements of this project.
 2. Engineer's opinion of probable construction cost at completion of final design.

BIDDING AND CONSTRUCTION PHASE SERVICES

This phase shall pertain to the bidding and construction services. Such work is known work that, due to the nature of the work and the uncertainty surrounding the task, cannot be assigned finite hours or dollars. Therefore, tasks are identified and quantified as estimates only for this portion of the work.

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

- A. Bidding Services – Based on the scope prepared by the Owner, the Engineer will assist with bidding duties in the following manner:
1. Assist in pre-bidding activities limited to:
 - a. Assembling bidding packages (20 plan sets and specifications ½ size).
 - b. Answering staff and bidder questions during bidding process.
 2. Assist in bidding activities limited to:
 - a. Attend bid opening.
 - b. Prepare bid abstract and assist in award of construction contract.
 - c. Perform bidder qualifications check.
 - d. Prepare recommendation to Owner for award of construction contract to the apparent qualified low bidder.
- B. Construction Phase Services – In conjunction with the construction of the project, the Engineer will assist in the following tasks:
1. Attend pre-construction conference

2. Receive and review schedules, shop drawings, samples, and other items required for approval by the Owner during the construction process.
3. Periodic-site visits to observe construction practices and progress.
4. Review and provide direction for the quality assurance testing being performed on the project.
5. Perform a "substantial complete" inspection of the project and make a statement as to our judgment whether the project is complete.

DELIVERABLES PROVIDED BY HDR Engineering Inc.

In undertaking and accomplishing these services, HDR Engineering Inc. will provide the following:

1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
2. Twenty (20) copies of Final Construction Plans, Specifications, and bidding documents, for bidding purposes.

PART 3.0 OWNER'S RESPONSIBILITIES:

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

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. The name of the representative from the Owner to whom HDR Engineering Inc. will report and from whom HDR Engineering Inc. will receive review comments, instructions, directions, and authorizations.
- C. Any and all existing data concerning the project that may be available, including as-built plans for MoDOT's Route 54.
- D. Provide all Design services and drawings as required. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project.
- E. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- F. Perform reviews at appropriate stages in the project.

PART 4.0 PERIODS OF SERVICE: The ENGINEER will complete all services associated with this task order as follows.

- A. Design Services: Design Services (Final Bidding Documents) shall be transferred to the City within one hundred fifty (150) Calendar days.

- B. Bidding and Construction Services: Bidding Construction phase services shall commence upon approval of the City and MODOT. Construction phase services shall commence upon issuance of the Notice of Award of the construction contract and shall be deemed complete upon the issuance of the Notice of Final Acceptance to the construction contractor.

PART 5.0 PAYMENTS TO ENGINEER:

- A. The OWNER shall compensate the ENGINEER for engineering services in the amounts and in the manner stated below:

Item		Fee
Design Phase Services	Lump Sum	\$49,194.00
Bidding and Construction Phase Services	Cost Plus not to Exceed	\$24,574.00
Total		\$73,768.00

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

PART 6.0 OTHER:

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

_____ "OWNER" BY: _____ NAME: _____ TITLE: _____ ADDRESS: _____ _____	HDR ENGINEERING, INC. "ENGINEER" BY: _____ NAME: <u>Stan A. Christopher</u> TITLE: <u>Sr. Vice President</u> ADDRESS: <u>3741 N.E. Troon Drive</u> <u>Lee's Summit, MO 64064</u>
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Submission Date: January 12, 2011

Submitted By: City Engineer

Board Meeting Date: January 20, 2011

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

Description of Item:

Bill 11-07 - Request to amend the 2011 Budget by allocating:

30-00-773182	MoDOT Mandated Projects	\$196,539
20-00-773206	Zebra Connector	\$732,393
20-00-773110	Street Lights	\$422,969

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

Citizens, and City Staff

Why is Board Action Required?

Board action required to amend the budget.

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

Request first and second readings of Bill 11-07.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

This budget amendment is to update the budget based upon actual work done compared to the anticipated work.

The Street Lights on Osage Beach Parkway South, Zebra Connector, and part of the Connecting Sewer were anticipated to be completed in 2010. This ordinance allocates funds to complete these projects.

The Engineering Department recommends approval of this ordinance. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 10.75 ADOPTING THE 2011 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS 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 2011 Annual Budget adopted as Ordinance 10.75 is hereby amended by appropriating an additional \$146,539 to line item 30-00-773182 designated as MoDOT Mandated Projects, appropriating an additional \$433,859 to line item 20-00-773206 designated as Zebra Connector, and appropriating an additional \$102,969 to line item 20-00-773110 designated as Street Lights creating total appropriations as follows:

		Original Item	Amended Item
30-00-773182	MoDOT Mandated Projects	\$50,000	\$196,539
20-00-773206	Zebra Connector	\$298,534	\$732,393
20-00-773110	Street Lights	\$320,000	\$422,969

Section 2. In all other respects the 2011 Annual Budget adopted in Ordinance No. 10.75 shall remain 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. 11.07 was duly passed on _____, 2011 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 11.07.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: January 11, 2011

Submitted By: Parks Director

Board Meeting Date: January 20, 2011

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

Description of Item:

Bill 11-08 - Authorize the Mayor to execute an agreement for concession services for the Osage Beach City Park.

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

Citizens of Osage Beach, Park Visitors, and City Staff.

Why is Board Action Required?

Board approval required for contractual agreements.

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

Request first and second readings of Bill 11-08 to authorize the Mayor to execute an agreement with MATC-Missouri Athletic Training Center for concession services at Osage Beach City Park pursuant to the terms and conditions of the RFP.

Are there any deadlines associated with this action?

Yes, we would like the concessionaire to have plenty of prep time to be able to begin at the onset of the 2011 season.

Comments and Recommendation of Department:

An RFP was issued to invite proposers to supply concessionaire services at the concession facility located at the Osage Beach City Park. We only had one proposal, MATC-Missouri Athletic Training Center, in which we are recommending award to. MATC-Missouri Athletic Training Center supplied business references and received positive responses.

000047

Attached is the requested narrative details from MATC-Missouri Athletic Training Center, along with the contract that will be presented to MATC-Missouri Athletic Training Center. The contract mirrors the details presented in the RFP and also includes an appendix to the agreement, the Concession Facility Inspection Checklist, for the concessionaire to fill out prior to their use of the facility.

Staff recommends MATC-Missouri Athletic Training Center as the 2011 Osage Beach City Park concessionaire.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the Parks Director.

BILL NO. 11-08

ORDINANCE NO. 11.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE CONCESSIONAIRE SERVICES CONTRACT WITH MATC-MISSOURI ATHLETIC TRAINING CENTER.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Concessionaire Services Contract with MATC-Missouri Athletic Training Center.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Osage Beach City Park Concessionaire Agreement and Appendix A, and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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. 11.08 was duly passed on _____, 2011 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 11.08.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

**OSAGE BEACH CITY PARK CONCESSIONAIRE AGREEMENT
OSAGE BEACH, MISSOURI**

This agreement is made and entered into this _____ day of _____ 2011, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and MATC-Missouri hereinafter referred to as "Company".

The City and the Company mutually agree that the Company shall provide goods and services in accordance with the specifications and terms of this agreement.

WITNESSETH:

WHEREAS, City heretofore submitted a request for proposals for a Company to operate at the Osage Beach City Park; and

WHEREAS, specifications for concessionaire services were prepared by the City and became a part of the bid package; and

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for concessionaire services; and

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Intent. The intent of this agreement is to establish the terms under which the Company will supply and support food and drink concession services at the concession facilities located at the Osage Beach City Park (referred to herein as the "Premises").

2. Period of Contract. Unless terminated under the provisions of this agreement, this agreement shall run from _____ to _____. The term may be extended by mutual written agreement an additional one-year term, but not to exceed a total of two years.

The City reserves the right to terminate the agreement upon a thirty (30) day written notice upon failure by the Company to comply with any term, provision or covenant of this agreement. The City reserves the right to immediately terminate the agreement upon any false statement, upon any safety issue putting the public at risk, or any violation by the Company to city, state or federal law.

3. License, Compliance and Insurance. The Company shall obtain all necessary licenses and permits required by the City, County and the State of Missouri, and shall conform to all rules, regulations, ordinances, laws and/or directives set forth by the City and/or the State of Missouri and shall conform to any and all changes made to this agreement as a result of any ordinance, law and/or directive issued by the City of Osage Beach or the State of Missouri. Copies of all inspections, reports, notices and licenses shall be forwarded to the City upon receipt of this signed agreement.

The Company shall purchase and maintain, by a company or companies lawfully authorized to do business in the State of Missouri, the minimum insurance coverage below:

- Commercial General Liability – Minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate limit of \$2,000,000. The policy shall include coverage for: a) bodily injury; b) broad form property damage, including completed operations; c) independent contractors' coverage; d) personal injury; e) blanket contractual liability; f) products and completed operations coverage, extending one year past acceptance, cancellation or termination of the services or work defined in this contract; and g) any other subjects for which commercial general liability insurance is required within the State of Missouri.
- Business Automobile Liability – Minimum limits of \$1,000,000 per occurrence combined single limit, applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto.
- Workers' Compensation Insurance – As required by the State of Missouri.

Certificates of Insurance shall be acceptable to the City and shall be issued and delivered prior to the commencement of the work defined in this agreement and upon all renewal dates within the defined contract dates. Certificates of Insurance must be certified and name the City as an additional insured. All coverage, conditions, limits and endorsements shall remain in full force and effect as required in the agreement. The City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements during the term of this Agreement.

The Company shall indemnify, save, and hold harmless the City of Osage Beach, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the operator or its employees, agents, subcontractors, or assignees pursuant to the terms of this agreement.

4. Use of Premises. The Company accepts the Premises in an “as is, where is” condition, based on its own inspection and investigation, and without any warranty of the City.

The Company shall occupy and use the Premises for the purpose of operating concession services in accordance with the terms of this agreement. At its own expenses, the Company shall comply with all applicable laws in force now and hereafter pertaining to the use, occupancy and possession of the Premises.

Company shall operate on the Premises concession services during scheduled field or park use and/or other times when concession services may be needed in concurrence with field or park reservations. The City shall supply the Company with dates and times of advanced field or park reservations with, at minimum, a five (5) day advanced written notice.

The Company shall have access to and use of the Premises and shall maintain one set of necessary keys to the premises. The City shall maintain a master set.

The Company shall have exclusive right to sell or offer for sale food, beverages and/or merchandise at the location specified in this agreement.

5. Advertising. The Company shall not erect or place any banners or signs on or about the Premises without the City’s prior written approval of the location, material, size, design and content. Banners and signs shall only be temporary in use and not permanently constructed, installed or built on City property. All banners and signs shall comply with all City codes, applicable laws and regulations.

6. Maintenance and Repairs. All maintenance to property owned, leased or controlled by the City shall be made by the City. All maintenance to property which is owned, leased or controlled by the Company shall be made by the Company. Repairs necessitated from misuse by the Company shall be paid by the Company. No alterations shall be made to City owned, leased or controlled property by the Company without the prior written consent of the City.

Prior to signing of an agreement the Company shall have the right to inspect the Premises and provide written details as to the condition of the Premises prior to use. Appendix A shall serve as written details regarding the condition of the Premises and shall be signed and dated by the City and the Company and submitted at the commencement of this agreement.

At the termination of this agreement, the Company shall surrender the Premises in as good condition as the Premises were in on the date of this agreement; referring back to Appendix A, dated at the commencement of this agreement.

7. Product and Services. Concession services shall include, but not limited to, the sale of food, including candy, and beverages.

The sale of beer and/or wine, or any intoxicating liquor may only be served, dispensed, possessed or consumed in or upon any building or other property owned or occupied by the City with approval from the City. A liquor license must be issued to the Company and an Alcohol on Public Property Application for Permit must be issued by the City for such licensed premises on a per event basis. For any event for which an Alcohol on Public Property Application is approved and issued to the Company, the Company shall be responsible for all possession and consumption of alcohol within the restrictions of the permit. Refer to Municipal Code Section 600.085.

Company shall supply the necessary equipment, inventory and supplies for providing concession services.

The Company and its employees must wear identifying uniforms or other easily visible item that identifies them as the Company or employees of the Company.

8. Commissions and Accountability. The Company shall pay the City 5% of gross receipts as a commission to the City for all items sold. The term 'gross receipts' is defined as the total amount received for each item before deducting all costs of sales, licenses, taxes of every kind and description or overhead expenses.

The Company shall submit on a monthly basis commissions due to the City and a monthly report that shows, at a minimum, (1) the specific calendar month and (2) sales: gross receipts and commission amounts for the concession services for that calendar month. The monthly report is due to the City's Accounting Department within fifteen (15) calendar days following the conclusion of the accounting period.

The Company shall retain for inspection and audit by the City, or its agents, all books, accounts, reports, files and records relating to this agreement for a period of at least three (3) years after expiration or termination of this agreement. However, any records relating to disputes, litigation or the settlement of claims arising out of the performance of this agreement, shall be retained by the Company, or its agents, until such litigation or claim is fully resolved. The Company shall provide all records at any office of the City as the City may designate. The City has the right, at the Company's expense, to request that the commission statements for the current and/or any previous agreement year be examined in accordance with generally accepted auditing standards by an independent certified public accountant.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. Provided however, this Agreement may not be assigned by Company without the express written consent of City. Either party may terminate this agreement upon a thirty day written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

THE CITY OF OSAGE BEACH

THE CONCESSIONAIRE

Penny Lyons, Mayor

MATC-Missouri Athletic Training Center

Print Name

Print Name

Date

Date

ATTEST:

Diann Warner, City Clerk

APPENDIX A
To the Osage Beach City Park Concessionaire Agreement
Concession Facility Inspection Checklist

This checklist is required to be completed by the Company, noting any defects or concerns, and submitted as part of the Osage Beach City Park Concession Agreement prior to Company beginning services at the concession facilities described in the Osage Beach City Park Concession Agreement.

Exterior – Includes outer area of structure.

Fencing _____
Foundation _____
Walls _____
Doors _____
Lighting/Fans _____
Paint _____
Tables/Fixtures _____
Other _____

Exiting-Egress – Includes exiting and entering paths of travel.

Latches, Locks, etc. _____
Doors _____
Windows _____
Halls/Stairways _____

Other _____

Interior – Includes inside area of structure.

Ceiling _____
Walls _____
Floors _____
Doors _____
Windows _____
Lighting _____
Countertops/Surfaces _____
Sinks/Utility outlet _____
Cabinets _____
Appliances/Equip _____
Electrical _____
Fire Equip/Smoke Detectors _____
Bathroom (in kitchen) _____
Other _____

We agree that the defects noted in this Concession Facility Inspection Checklist were present before the undersigned Company began services at the concession facility at the Osage Beach City Park.

THE CITY OF OSAGE BEACH

THE COMPANY

Penny Lyons, Mayor

MATC-Missouri Athletic Training Center

Print Name

Print Name

Date

Date

City of Osage Beach
RFP FORM

Proposal for OSAGE BEACH CITY PARK CONCESSIONS

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

SUBMITTED BY: Missouri Athletic Training Center, Inc.
Company Name
DATE SUBMITTED: _____

Provide the following personal/business information:

Company Name: Missouri Athletic Training Center
Sole Proprietor Partnership Corporation/Corporation Type Non-Profit
Proposer's Name: Shawn Cooper
Proposer's Title: President
Address: Po Box 188 Osage Beach Mo 65049
Phone: 573 552 8089 Alternate Phone: 573 692 5808
Proposer's Social Security No. 430 53 4721
Proposer's Driver's License No. U156102003 State: MO
Business Tax ID No.: State 20662912 Federal: 27-119-4892
Have you ever been convicted of a crime or placed on probation, excluding traffic misdemeanors? Yes No If yes, give details: _____

Provide three business or financial references (Name, Company, Address, Phone Number(s)):

William V. "Buddy" Wood, Lake Regional Health System, 54 Hospital Dr.,
Osage Beach, Mo 65065 573-286-7756 (cell)
Teresa Bollenbach, Mills & Sons, Insurance, 3535 Osage Beach
Parkway # 401, Osage Beach, Mo. 65065 573-302-1616
Doug Brethower, Lake Data, Rt 1, Box 23F, Preston, Mo. 65732
417-327-6673

The proposer shall submit an organized typed narrative detailing the financial, marketing, personnel and operational management plan for supplying concession products and services to the Osage Beach City Park and its patrons. **Mark additional sheets "Attachments to Appendix A - Osage Beach City Park Concessions"**

1. Executive Summary. Provide a brief overview of the proposer's management goal and qualifications for supplying concession products and services.
2. Financial. Provide a brief overview of the organization's type and financial structure and any details needed for clarification of structure. Explain why and how you will make this venture successful.
3. Marketing. Explain the marketing plans for the first year and anticipated subsequent years, showing signage and advertising goals.
4. Personnel. Provide a list of anticipated concession personnel and staffing requirements, describing job titles, minimum qualifications and supervisory responsibilities.
5. Operations. Provide a list of products to be offered, including 'healthy' options. Explain what 'quality' means to you, as the proposer, in regards to each part of supplying concession products and services to the Osage Beach City Park and it's patrons, describing efforts that will be taken to ensure the satisfaction of the customers.

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the RFP documents and specifications for the Osage Beach City Park Concessions Proposal. The undersigned proposes and agrees that all statements herein are true and correct, and if their proposal is accepted, to furnish the materials and services described in the RFP documents. The undersigned understands that the City reserves the right to immediately terminate the agreement upon any false statement, upon any safety issue putting the public at risk, or any violation by the concessionaire to city, state or federal law.

Company Missouri Athletic Training Center, Inc By 
 Address 1075 Passover Road Shawn Cooper, President
P. O. Box 188 (Print or type name and title)
Osage Beach, Mo. 65065
 Phone 573-552-8089 Email SCOOPER@mateaccelerate.com
 FAX _____ Date 12/22/10

Concessions Proposal

1. Executive Summary

Missouri Athletic Training Center, Inc. is a non-profit 501(c)(3) corporation organized in the State of Missouri. Our after school program is designed for students ages 5 – 17. We specialize in helping kids to build positive values and teach life lessons like work ethic, determination, commitment, dedication and overall self-esteem. During the school year MATC runs buses to area schools to transport students in a safe and timely manner to the center. We currently provide transportation from Osage, Camdenton and Eldon schools. These buses have been painted, windows tinted, and are modified with stereo's etc.-so they are easy to identify and the students actually take pride and want to ride the bus to the facility. These buses also provide a marketing tool for our local and global sponsors.

A Study Hall is provided to help ensure that the student/athlete is focusing on the most important aspect of youth development, their education. During this time students complete any homework assignments they might have, or if they don't have homework, they are required to read. The study hall is complete with teachers/tutors to help ensure they get the assistance and help they need.

Missouri Athletic Training Center also provides nutrition counseling, and a work out routine that is designed to create stronger, healthier kids. The students rotate through strength training and conditioning exercises with the assistance and supervision of qualified trainers.

A Board of Directors governs Missouri Athletic Training Center. This board will provide the management expertise to run the Concessions for the benefit of the Center. Members of this board include:

Michael Shawn Cooper, President/Director of Missouri Athletic Training Center.

Cooper walked onto the grounds of Missouri State University in 1988 knowing a full Football scholarship only provided him with an opportunity. He personally had to prove everyday he was deserving of that opportunity. Cooper graduated with a Bachelor of Science from MSU in 1993, Cooper received several school records and was recognized as Coors Player of the year and was 9th ranked receiver in the nation. Cooper joined Wal-Mart team as a lead in Management and shortly afterward was introduced to the world of Real Estate. Cooper became National Vice President of a major national development company. Cooper has returned to his roots and developed a Sports and Nutrition program that is second to none. Cooper is a certified sports performance nutrition specialists and is U.S. track and field certified. This makes him the most versatile athletic instructor in the area.

Dr. Christi Hancock, D.C. , Doctor of Chiropractic

Dr. Christi earned a Bachelor Degree in Biology/Chemistry from Lindenwood University in St. Charles, MO. She then went on to earn her Doctorate degree in Chiropractic from Logan Chiropractic College in Chesterfield, MO.

Dr. Christi did her internship at Lake of the Ozarks and decided to move to the area upon graduation. She started her Chiropractic career in Osage Beach in February 2005 where she practiced for 2 years. In May 2007, she purchased Absolute Posture Chiropractic Clinic in Camdenton.

Dr. Christi's mission is to integrate Chiropractic care and education into the lifestyles of everyone in her community, allowing them the opportunity to understand how Chiropractic care can benefit an individual toward obtaining and keeping optimal health. Her vision is to have a wellness center that incorporates all avenues of natural health care in one convenient location.

Rebecca Panchot;

Ms. Panchot is the business manager for Wally's Refrigeration in Osage Beach, Missouri and has been with them for the past 17 years. She and her husband Greg have lived in the Lake area for the past 19 years. Ms. Panchot is involved in several area organizations including Lake Area Big Brothers Big Sisters, where she is serving as Chairman; Beta Sigma Phi, Delta Upsilon Chapter; Lake Business Builders Chapter of BNI and is currently serving as the President of Kiwanis.

Cheryl L. Wood:

Ms. Wood is a lifelong resident of the Lake of the Ozarks area. She graduated from Eldon High School and attended Southwest Missouri State University (now Missouri State University) and Columbia College at the Jefferson City Campus. Ms. Wood has managed title insurance companies in the Lake area for the past 17 years. She and her family currently reside in Eldon, Missouri. She was a founding member of Lake Business Builders chapter of BNI, a business networking organization and has been involved in fundraising for multiple Non-profit organizations over the past 20 years.

2. Financial

Missouri Athletic Training Center, Inc. will provide the financial base to run this venture. We are confident that we can run an efficient and profitable concession for the benefit of our non-profit organization.

3. Marketing

Our primary goal is to draw large numbers of people into the City Park and keep them there throughout their events with quality products at competitive prices. We will utilize the vast and diverse contacts and knowledge of our board to evaluate effective marketing opportunities and suppliers.

4. Personnel

Adult personnel and volunteers from the Missouri Athletic Training Center and their Board of Directors will staff the Concessions. Some of our teenage members will also assist, but adequate adult supervision will be provided at all times.

5. Operations

Products offered through the concessions will include some of the typical concession fare, but we will emphasize and provide a larger selection of “healthy” choices like turkey and ham sandwiches, wraps, fruit, granola bars, pretzels and a variety of healthy beverage choices. Quality will be our priority. We want the food to be healthy and tasty, so that the patrons of the park know they can rely us for meals while they are in the park.

6. Overview

We have consulted with our insurance agent and several vendors and feel that meeting all the requirements are well within our means. We want to make this park a destination where families want to go and spend time. With the right leadership and a common goal in place people in our community will begin to use the park, not just for an event, but also as a destination for all their recreation needs. The staff and management of Missouri Athletic Training Center, Inc. is excited about this opportunity and looks forward to working with the City to achieve this goal! Thank you for the opportunity.

000061

Submission Date: January 10, 2011

Submitted By: City Engineer

Board Meeting Date: January 20, 2011

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

Description of Item:

Contract Modification No. 4 of A/E Services Contract No. AEOB04-014, Design of Rehabilitation of Passover Road.

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

Residents and Property Owners on Passover Road, Utility Companies, Howard R. Green Company, city staff

Why is Board Action Required?

The procurement would exceed \$5,000

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

A motion to approve the contract modification

Are there any deadlines associated with this action?

The work on this contract modification includes work needed for the Hammons and Marina Investments properties

Comments and Recommendation of Department:

This contract modification is for the preparation of the easement and right of way documents needed for the Hammons and Marina Investment properties. Easement and Right of Way work is done on a time and material basis. We did not anticipate needing these services originally but with additional time constraints we needed these services done out of house.

000062

This contract modification is in the amount of \$5,770.55. Funding for this contract modification can come from 20-00-773100 Engineering.

The Engineering Department recommends approval of this contract modification.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.



000063

1000 City Parkway • Osage Beach, MO 65065
City Hall [573] 302-2000 • Fax [573] 302-0528

January 21, 2011

CONTRACT MODIFICATION NO. 4

Mr. Richard Cammarata, PE
Vice President
Howard R. Green Company
16020 Swingley Ridge Road, Suite 120
Chesterfield, MO 63017

RE: A/E Services Contract No/ AEOB04-14
Rehabilitation of Passover Road

Dear Mr. Cammarata:

In accordance with Article I SERVICES OF ENGINEER, and Exhibit A, Part 4, ADDITIONAL SERVICES, A.4-01, Additional Services Requiring OWNER'S Written Directive, you are hereby directed to perform the following additional work:

Title III Construction Support and Work of Unknown Scope

Title III Work for this contract shall include obtaining the remaining Right-of-Way needed for this project which shall include the JQH-Lake of the Ozarks Development, LLC and Marina Investment, LLC properties.

The additional Title III Services for this contract shall include reviewing and approving shop drawings and answer city/contractor questions as needed.

Compensation for the additional work specified herein shall be made in accordance with Exhibit C, PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES as modified herein:

Effective Contract Prices

A. Title III – Work of Indeterminate Scope:

1. Compensation for work of indeterminate scope, including right-of-way acquisition and negotiation services, construction support, and post construction activities shall be made on a cost plus fixed fee not to exceed

- basis. Work items to be in accordance with those outlined in Exhibit A.
2. Payment for Title III Services shall be made on a Cost Plus Fixed Fee Not-to-Exceed Price of \$175,956.13.

Original Contract Amount – Not to Exceed	\$338,505.00
Contract Modification No. 1 – ADD – Not to Exceed	\$ 25,683.00
Contract Modification No. 2 – ADD – Not to Exceed	\$147,999.15
Contract Modification No. 3 – ADD – Not to Exceed	\$ 12,033.85
Contract Modification No. 4 – ADD – Not to Exceed	\$ 5,770.55
Revised Contract Amount – Not to Exceed	\$529,991.55

If you have any questions please contact Mr. Nicholas Edelman, City Engineer at 573-302-2000, ext. 297.

Nancy Viselli
City Administrator

The terms and conditions of Contract Modification No. 4 have been reviewed and are acceptable to Howard R. Green Company.

For Howard R. Green Company

Date: _____

Richard Cammarata, PE
Vice President