



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
July 21, 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 07/7/11 (Page 01)
- Bills (Page 11)
- Liquor Licenses (Page 27)
 - Linn Creek Osage Beach Lions Club (Caterer's license for (10-01-11))

UNFINISHED BUSINESS

- A. Bill No. 11-44. Zoning Map Amendment. Rezoning Case No. 357. Terry Ross.
Second Reading. (Page 28)

NEW BUSINESS

- A. Bill No. 11-46. Authorizing Mayor to Execute Contract AEOB11-021 with Shafer, Kline and Warren for Design Services (Page 31)
- B. Authorize a Lump Sum Cost of Living Adjustment for Full Time Employees (Page 44)
- C. Appointment to the Planning Commission (Page 47)
- D. Proposed Contract Modification for Contract OB10-024 for Connecting Sewer Project (Page 49)
- E. Bid Award. Mariner Circle, Swiss Village, Summit Circle and Winn Road Improvements (Page 54)
- F. Bid Award. Replacement Grinder Station Panels (Page 58)

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

July 7, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, July 7, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman Dave 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 expressed her appreciation to those who planned the retirement reception for Chief Severson and to those who stopped by to visit with the Chief and his wife Laura.

Mayor Lyons reported that the sales tax receipts reflect that the month of May are 6% above receipts received for the same period last year. She said it is the best May in the last eleven years. She thanked all the businesses and customers. Mayor Lyons also reported that construction permits are up \$4.1 million over the same period last year.

Citizens Communications.

Dr. Charles Peterson was present and spoke in opposition to Rezoning Case No. 357. He said that a commercial zoning does not fit in the neighborhood and that a residential zoning would be good and smaller homes would sell quickly. Dr. Peterson said he would like to see the area zoned residential and not commercial.

Richard Ross, president of the Harbor Heights Homeowners Association, was present to speak about the monument sign that appears on the agenda later in the meeting. He said when the roads were improved the sign was removed and the association is requesting approval to replace the sign with a monument sign made of Colorado sandstone. Mr. Ross asked for the Board's support.

A caretaker for Mr. Stone who owns the home on Dude Ranch Road, known as the Stone Mansion, was present and submitted photos of recent activities. He said Mr. Stone is willing to do whatever is necessary to comply with the City in the fall since this is the busy season.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting and the closed session held on June 16, 2011, the bill list as submitted and liquor licenses to the following:

El Jimador
Inn at Grand Glaize (Caterer)
Kelly's Port Boat Store
Missouri Athletic Training Center (City Park Concessions)
Outback Steakhouse

Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

UNAPPROVED

Appointments to the Osage Beach Citizen Advisory Committee.

Mayor Lyons asked that this item be deferred until after Bill No. 11-45 is discussed.

New Business.

Public Hearing.

Rezoning Case No. 357. Terry Ross requests rezoning of property located between Ledges Drive and Port Lane from A-1, Agriculture to R-1a, Single Family Residential and from A-1, Agriculture to C-1 General Commercial.

City Planner Cary Patterson presented the following report:

Department Comments and Recommendation:

Applicant: Terry Ross

Location: Between Ledges Dr. and Port Lane with frontage on Dude Ranch Rd.

Petition: Rezoning from A-1 (Agriculture) to R-1a (Single family Residential) and C-1 (General Commercial).

Existing Use: The subject property is vacant.

Zoning: A-1 (Agriculture) and C-1 (General Commercial)

Tract Size: 1.1 acres and 4,615 sq. ft.

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 (General Commercial)	Condo Development/ Single family
<u>South:</u>	R-1 zones	Single family
<u>East:</u>	R-3 (Multi-family) C-1 (Commercial)	Apartments/Marina/S family
<u>West:</u>	C-1 w/ PUD overlay	Resort Residential

The Osage Beach Comprehensive Plan
Designates this area as appropriate for:

Moderate density residential

Rezoning History

Case #

Date

Diamond Pointe281 (withdrawn)

September 14, 2004

UNAPPROVED

Utilities: Water: City Electricity: Ameren UE
 Sewer: City

Access: Property has frontage on Dude Ranch Road, Port Lane, and Ledges Drive.

Analysis:

1. The applicant is the owner of the vacant property in question. The applicant recently purchased the property from a lending institution that had repossessed it.
2. The character of the area is mixed containing single-family homes, condominiums, apartments, Blue Moon Marina, and RT's Cove (lake front resort residential). The subject property requested for rezoning to R-3 is surrounded on all sides by properties zoned C-1 (General Commercial) or R-3 (Multi family) except for the piece of property being requested for R-1a (Single Family) by the applicant that is located on the frontage of Dude Ranch Road.
3. The applicant has amended the original request and is leaving the property currently zoned C-1 (General Commercial) unchanged along with a request to rezone a small wedge of land that is within the commercial property and is 4,615 sq. ft. in area from A-1 to C-1. The applicant has withdrawn his request to rezone a portion of the property to R-3 with a PUD 1 Overlay choosing to let it remain A-1 (Agriculture) and is maintaining his request to rezone 1.1 acres of the A-1 property to R-1a for the construction of single family dwellings.

With the applicant withdrawing his request to rezone a portion of his property to allow multi family development the request now falls within the requirements for low density residential as defined by the Comprehensive Plan. The request for the R-1a zone conforms to the development on the Dude Ranch Road frontage and offers lower density than what is recommended by the Comprehensive Plan.

The request to rezone the 4,615 sq. ft. of property from A-1 to C-1 is being done at the request of the Planning Department to allow for the ability to regulate development in the area efficiently and appropriately. Allowing the small piece of land to remain a different zoning designation creates the opportunity for developmental mistakes to take place putting the City at risk. I have discussed this with the City Attorney and he is in agreement.

Under Section 405.610 of the Osage Beach Code of Ordinances for amendments and changes, bullet point 6 gives five matters that the city should consider before making a change in the zoning of property.

1. Relatedness of the proposed amendment to the goals and outlines of the long range physical plan for the City:

The request offers a lower density than that recommended by the Comprehensive Plan.

2. Existing uses of property within the general area of the property in question:

The request for R-1a zoning on the Dude Ranch frontage is consistent with the character of the corridor.

UNAPPROVED

3. The zoning classification of property within the general area of the property in question:
4. The request is consistent with the surrounding zoning classifications.
5. The suitability of the property in question to the uses permitted under the existing zoning classification:

The subject property would not benefit from an appropriate use if developed with uses permitted within the A-1 zone. The request for single family is a suitable use of the Dude Ranch frontage property.

6. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification:

The request is consistent.

Based on the analysis of the conditions pertaining to the subject petition, the Planning Department recommends approval of the request to rezone 1.1 acres of A-1 (Agriculture) property to R-1a (Single family) and 4,615 square feet of A-1 (Agriculture) to C-1 (Commercial).

Planning Commission Recommendation:

Based on the request for R-3 with a PUD 1 Overlay the majority of the Planning Commission recommended that the Board deny this request by way of a 4 to 3 vote. At that time the members voting against the request made it known that they voted in the negative because they felt it was obvious that the surrounding property owners did not support multi family residential development in that area.

With the applicant's removal of the multi family housing from his request he may have addressed those concerns.

Mick Bednara said his home is directly across from the commercial property and he questioned the reason a residential zone was not recommended. City Planner Patterson responded that an R-3, multi family zoning district was recommended however, the commercial property across from Mr. Bednara has been zoned commercial since 1984. Mr. Bednara opposed the rezoning stating that there are many grandfathered properties zoned commercial but the land use is residential. He said that Dude Ranch Road is residential and he wanted it to remain a residential community.

Dave Plotke of Port Lane also spoke in opposition to Rezoning Case No. 357 and stated that every Lot in Blue Harbor Subdivision is occupied by a single family home but the zoning is commercial. City Planner Patterson explained that he does not know the reason the property is zoned commercial but there are many areas that are zoned commercial next to residential areas. He added that allowing the 4,000 square feet to be rezoned to commercial is against the comprehensive plan but he is trying to remedy a situation where a small lot is zoned agriculture surrounded by commercially zoned property.

UNAPPROVED

Mr. Plotke questioned the process since the Planning Commission turned down the rezoning request. Mayor Lyons explained that the request came to the Board with a negative recommendation from the Planning Commission but Mr. Ross decreased his request. City Planner Patterson said Mr. Ross believed that the R-3 zoning was the issue so he deleted it from the request.

Mr. Plotke said he would like to see property along Dude Ranch Road rezoned but he asked that the C-1 zone not be approved.

Ann Smith said she lives across the street from the property under consideration and opposed the rezoning. She asked the impact on the future if the Planning Commission desires Dude Ranch Road to be residential and the Board approves a C-1 zoning request. She questioned whether the original request included a C-1 zoning district. Mr. Patterson responded that he recommended the C-1 because of surrounding zoning and that each case is considered separately. Mrs. Smith said she understands the existing C-1 zoned area but she questioned whether it should be expanded.

Terry Ross, the applicant, distributed photos of the type of home that will be built and said the 4,000 square foot area to be zoned C-1 is a small area and it was the City Planner's recommendation to rezone it to C-1.

Ron Driscoll said he lives off of Dude Ranch Road and when he moved to Osage Beach, he did not know the property was zoned C-1. He said the piece of property is so small he did not know how anything could be built on the lot. Mr. Driscoll said it would be an eyesore and a detriment to the neighborhood.

Jack Campbell of Spruce Lane said he did not know the property was zoned C-1. He said that the issue is Port Lane because it cannot be turned over to the City due to the width of the road and it cannot meet the requirements. He said the rezoning would bring more traffic to Port Lane and he asked the Board not to approve the rezoning.

There being no further questions or comments, Mayor Lyons closed the public hearing at 7:27 p.m.

Alderman Olivarri wanted to clarify that the application is a request to rezone a tract that is zoned A-1 to R-1 so that the developer may build three homes and the City is requesting a 4,000 square foot tract be rezoned from A-1 to C-1 to be consistent with the existing C-1 zoning. Mr. Patterson responded in the affirmative. Alderman Schmitt questioned the size of the existing commercially zoned property. Terry Ross, the applicant, said it is approximately 150-175 feet wide and approximately 1,000 to 1,200 feet deep.

Mr. Patterson explained the small tract he recommended to be rezoned is located across from Blue Moon Marina which is an existing C-1 use. Alderman Farmer questioned whether the tract zoned C-1 could be rezoned to residential. City Planner Patterson responded that it would require a City initiated rezoning and it would be difficult to do.

Alderman Olivarri commented that real estate agents do not always have the zoning designation in their information and when he moved to Osage Beach he made a special effort to make sure he was moving into a residentially zoned area.

UNAPPROVED

Alderman Kahrs questioned the number of acres owned by Mr. Ross. Mr. Ross responded that there are six acres in that area and he proposed to construct three homes on 1.1 acres. Alderman Kahrs questioned whether Mr. Ross would consider rezoning the tract to residential. Mr. Ross responded in the negative and stated that homes would never sell on that property because they would be across from commercial.

Bill No. 11-44. Rezoning Case No. 357.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

Mayor Lyons presented the first reading of Bill No. 11-44 by title only. It was noted that Bill No. 11-44 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-44 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to pass the first reading of Bill 11-44: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Gasper, Alderman Rucker. "Nays": Alderman Farmer, Alderman Kahrs. The first reading of Bill No. 11-44 passed.

Public Hearing. Water and Sewer Billing

Assistant City Administrator Jeana Albertson explained that due to the increased number in delinquent bills and subsequent disconnections, staff feels the ordinances should be amended not only to assist those incurring delinquent fees but also to better match current in-house disconnect procedures and save staff time and resources in the process.

Requested changes are as follows:

- States the City's right to disconnect water service for delinquent sewer accounts
- Outlines details for sewer only customers incurring sewer reconnect fees
- Outlines details for sewer customers on the WATER SERVICE and water only customers incurring water reconnect fees
- Water Reconnection Fee - Minimum \$125, plus the minimum monthly utility bill for each month disconnected, maximum twelve (12) months
- Sewer Reconnection Fee - Minimum \$400, plus the minimum monthly utility bill for each month disconnected, maximum twelve (12) months
- Outlines regular reconnection timeframes and additional fee for after hour/weekend reconnections
- States the availability of possible payment plan options

No one was present to speak to the amendments to water and sewer ordinances regarding billing, therefore, Mayor Lyons closed the public hearing at 7:40 p.m.

Bill No. 11-36.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 705.360 RELATING TO WATER, OF THE OSAGE BEACH CODE OF ORDINANCES.

Mayor Lyons presented the first reading of Bill No. 11-36 by title only. It was noted that Bill No.

UNAPPROVED

11-36 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-36 by deleting the word *by* before the word *to* in the fourth Whereas, on the first page. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-36 by title only.

Alderman Schmitt moved to approve the second and final reading of Bill No. 11-36 as amended. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-36 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Gasper, Alderman Kahrs, Alderman Rucker. "Nays": None. Bill No. 11-36 was passed and approved as Ordinance No. 11.36.

Bill No. 11-37.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 710.480 RELATING TO SEWER, OF THE OSAGE BEACH CODE OF ORDINANCES.

Mayor Lyons presented the first reading of Bill No. 11-37 by title only. It was noted that Bill No. 11-37 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-37 by deleting the word *by* before the word *to* in the fourth Whereas, on the first page. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-37 by title only.

Alderman Farmer moved to approve the second and final reading of Bill No. 11-37 as amended. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-37 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Gasper, Alderman Kahrs, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 11-37 was passed and approved as Ordinance No. 11.37.

Bill No. 11-43.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II. STOP SIGNS, BY ESTABLISHING THE LOCATION OF A STOP SIGN ON FIRE STATION ROAD AT THE INTERSECTION WITH BURTON DUENKE LANE.

Mayor Lyons presented the first reading of Bill No. 11-43 by title only. It was noted that Bill No. 11-43 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 11-43 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. 11-43 by title only.

UNAPPROVED

Alderman Gasper moved to approve the second and final reading of Bill No. 11-43 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-43 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Gasper, Alderman Kahrs, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 11-43 was passed and approved as Ordinance No. 11.43.

Bill No. 11-45.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTIONS 111.030, 111.040, and 111.050 PERTAINING TO THE CITIZEN ADVISORY COMMITTEE AND ENACTING IN LIEU THEREOF, THREE NEW SECTIONS UNDER THE SAME NUMBERS.

City Attorney Ed Rucker said that Bill No. 11-45 would expand the Citizen Advisory Committee from eight to fifteen members and establish that a quorum consists of six members or a majority of the members.

Mayor Lyons presented the first reading of Bill No. 11-45 by title only. It was noted that Bill No. 11-45 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-45 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-45 by title only.

Alderman Farmer moved to approve the second and final reading of Bill No. 11-45 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-45 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Kahrs, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer. "Nays": None. Bill No. 11-45 was passed and approved as Ordinance No. 11.45.

Appointments to the Osage Beach Citizen Advisory Committee.

Alderman Olivarri moved to appoint the following to serve two year terms on the Osage Beach Citizen Advisory Committee:

Rebecca Green
Ron Rule
Charles Martin
Don Chisholm
Pat Cantwell
Robert O Keefe

Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bid Award.

UNAPPROVED

Bids were received from Brenttagg, GS Robins, Univar, Chemrite and DNS Equipment for water treatment chemicals. Superintendent of Public Works Rick King said the bid is for one year and includes a \$50 delivery charge. He said that the purchase comes from various budgets and the purchase would remain within the budgeted amount.

Alderman Rucker moved to award the bid for water treatment chemicals to Brenntag, the low bidder, as recommended provided that the purchase does not exceed the budgeted amount. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Authorize the Sale of Surplus Pipe.

Assistant City Administrator Jeana Albertson said the City has several pieces of 20 foot/16 inch diameter steel casing pipe that is of no use to the City. She requested authorization to sell the pipe via GovDeals.com.

Alderman Olivarri moved to authorize the sale of pipe as requested. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorize the Construction of Subdivision Sign.

City Planner Cary Patterson explained that the Harbor Heights Homeowners Association is requesting Board approval to construct a sign in the island located at the intersection of Harbor Heights Lane and Greenwood Circle. The proposed location falls within the City owned right of way for Harbor Heights Lane and requires Board approval according to Section 405.370 4. According to the Engineering Department, no utilities exist in that location. Mayor Lyons questioned how the landscaping would be maintained. Mr. Ross said the landscaping would be maintained by the homeowners association.

Alderman Kahrs moved to approve the construction of a subdivision sign as requested by the Harbor Heights Homeowners Association. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Olivarri. John Olivarri questioned the status of the plantings in the center of the round about on KK since it is overgrown with weeds. City Engineer Nick Edelman said a landscaper is interested in landscaping and maintaining the space with the provision that he be permitted to place his company name somewhere in the space. Mr. Edelman has sent the information to MoDOT for approval and will keep the Board updated.

Staff Communications.

Executive Session.

Alderman Schmitt moved to close the meeting pursuant to RSMo. Section 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, and RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal

UNAPPROVED

consideration therefore; and RSMo. Section 610.021(3), Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. Alderman Rucker seconded the motion.

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

CLOSED SESSION

Alderman Kahrs moved to open the meeting. Alderman Olivarri seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Gasper, Alderman Kahrs, Alderman Rucker, Alderman Schmitt. "Nays": None. The meeting was therefore opened.

No announcements were made following closed session.

There being no further business to come before the Board, the meeting adjourned at 9:05 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on July 7, 2011.

Diann Warner, City Clerk

Penny Lyons, Mayor

** A vote was taken in closed session to appoint Todd Davis Police Chief as follows: "Ayes": Alderman Gasper, Alderman Farmer, Alderman Schmitt, Alderman Kahrs, Alderman Rucker, Alderman Olivarri. "Nays": None.

On Friday, July 8, 2011, an announcement was made that Todd Davis had accepted the position of Police Chief.

000011

**CITY OF OSAGE BEACH
BILLS LIST
July 21, 2011**

Bills Paid Prior to Board Meeting	106,108.30
Payroll Paid Prior to Board Meeting	127,701.06
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	712,228.78
Total Expenses	<u>946,038.14</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000012	
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	JUNE CVC COLLECTIONS	676.85
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	4,149.00
		MO TREASURER BUDGET DIRECTOR	JUN PEACE OFFCR STNDRD/TRA	95.00
		INTERNAL REVENUE SERVICE	Fed WH	13,284.79
			FICA	5,047.49
			Medicare	1,742.60
		ICMA	Retirment 457 &	262.66
			Retirement 457	1,095.69
			Loan Repayments	1,075.17
			Loan Repayments	974.98
			401 Loan Payment	331.44
			401 Loan Payment	287.56
			Loan Repayments	225.63
			Retirement Roth IRA	235.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	JUNE CADV COLLECTIONS	190.00
		ONE TIME VENDOR	Bond Refund:101940311-01	36.50
			TOTAL:	30,054.67
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	404.96
			Medicare	94.71
		ICMA	Retirement 401	401.61
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.68
			TOTAL:	930.96
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	431.63
			Medicare	100.95
		ICMA	Retirement 401	401.33
			TOTAL:	933.91
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	448.27
			Medicare	104.84
		ICMA	Retirement 401	447.27
			TOTAL:	1,000.38
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.24
			Medicare	22.27
		ICMA	Retirement 401	92.76
			TOTAL:	210.27
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	270.01
			Medicare	63.15
		ICMA	Retirement 401	263.79
			TOTAL:	596.95
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	317.23
			Medicare	74.19
		ICMA	Retirement 401	314.02
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	52.61
			TOTAL:	758.05
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	TRASH SERVICES CITY HALL	252.88
		BANKCARD CENTER 7433	NEW US FLAGS	327.36
			TOTAL:	580.24
Parks	General Fund	ALLIED WASTE SERVICES #435	TRASH SERVICE	69.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000013	AMOUNT
		AMEREN MISSOURI	CITY PARK #2 IRRIGATION PU		9.82
		INTERNAL REVENUE SERVICE	FICA		343.64
			Medicare		80.37
		ICMA	Retirement 401		213.32
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		63.54
			TOTAL:		779.74
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA		114.83
			Medicare		26.86
		ICMA	Retirement 401		113.98
		TOWNSEND, HAROLD	HEALTH FAIR MASSAGES		85.00
			TOTAL:		340.67
Overhead	General Fund	DIRECTOR OF REVENUE	NOTARY PUBLIC -LYNXWILER		25.00
			TOTAL:		25.00
Police	General Fund	BANKCARD CENTER 3770	4 PORT RETRS, DUALLOCK FS		52.56
			UNDERSTANDING HOSTAGE INCD		7.00
			INTERVIEWS & INTERROGATION		7.00
			STANDARD GROUND RES		12.41
		INTERNAL REVENUE SERVICE	FICA		3,116.31
			Medicare		728.81
		ICMA	Retirement 401		3,102.37
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		201.87
			TOTAL:		7,228.33
911 Center	General Fund	BANKCARD CENTER 3770	EMD RECERTIFICATION - CALL		50.00
		WIRELESS USA INC	MICS, CABLE, POWER X51STO		853.84
		INTERNAL REVENUE SERVICE	FICA		738.53
			Medicare		172.71
		ICMA	Retirement 401		748.20
			TOTAL:		2,563.28
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA		265.61
			Medicare		62.12
		ICMA	Retirement 401		261.15
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		28.48
			TOTAL:		617.36
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA		613.23
			Medicare		143.44
		ICMA	Retirement 401		413.88
		BANKCARD CENTER 5106	PRIORITY MAIL DELIVERY CON		20.85
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		81.29
			TOTAL:		1,272.69
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA		291.55
			Medicare		68.18
		ICMA	Retirement 401		283.06
		AT&T INTERNET/IP SERVICES	JUN SERVICES		831.83
		AT & T /EMSGTWY_SBC	MAY SERVICE		369.45
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		68.47
		VERIZON WIRELESS	JUN SERVICES		86.02
		SEMAPHORE CORPORATION	BILLING ADDRESS CERTIFICAT		262.00
			TOTAL:		2,260.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000014	
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	321.18
		INTERNAL REVENUE SERVICE	Fed WH	1,060.31
			FICA	448.97
			Medicare	155.00
		ICMA	Retirement 457	50.00
			Loan Repayments	34.92
			TOTAL:	2,070.38
Transportation	Transportation	ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT	127.07
			TRASH SERVICES STREET DEPT	84.29
		AMEREN MISSOURI	680 PASSOVER RD LIGHTING C	108.75
			KETTERLIN IN PK FEEDER	210.88
			KETTERLIN IND PK STORAGE F	10.39
		INTERNAL REVENUE SERVICE	FICA	662.78
			Medicare	154.99
		ICMA	Retirement 401	665.42
		CAMDEN COUNTY RECORDER OF DEEDS	WARRANTY DEEDS	72.00
		BANKCARD CENTER 5106	PRIORITY MAIL	12.15
			TOTAL:	2,108.72
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	210.35
		INTERNAL REVENUE SERVICE	Fed WH	667.97
			FICA	279.75
			Medicare	96.56
		ICMA	Retirement 457	25.00
			Loan Repayments	16.89
			Loan Repayments	22.97
			401 Loan Payment	64.32
			401 Loan Payment	75.98
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIEN	12.50
			WATER LIEN	14.00
		ONE TIME VENDOR AMERICAN TOWING	01-5080-02	32.01
			TOTAL:	1,586.36
Water	Water Fund	AMEREN MISSOURI	LK RD 54-59 WELL #2	342.10
			SWISS VILLAGE WELL	3,449.07
			COLUMBIA COLLEGE WELL	4,130.44
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	127.07
			TRASH SERVICES WATER DEPT	84.29
		AMEREN MISSOURI	KETTERLIN IN PK FEEDER	210.88
			COLUMBIA COLLEGE TOWER	32.02
		RICHARDS, RON	MILEAGE REIMB 06/15-06/21/	62.42
		INTERNAL REVENUE SERVICE	FICA	412.95
			Medicare	96.59
		ICMA	Retirement 401	413.75
		DEGRAZIA, PHIL	MILEAGE REIMB 06/22-06/28/	44.88
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	71.43
		RUBLE, JUSTIN	MILEAGE REIMB 06/29-07/05/	113.22
			TOTAL:	9,591.11
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	348.47
		INTERNAL REVENUE SERVICE	Fed WH	1,123.51
			FICA	487.44
			Medicare	168.29
		ICMA	Retirement 457	45.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015 AMOUNT
			Loan Repayments	149.90
			Loan Repayments	56.78
			401 Loan Payment	108.67
		CAMDEN COURT	Case #07CM-AC00640	108.41
			Case No. 10CM-AC00321	132.52
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIEN	12.50
			SEWER LIEN	14.00
			TOTAL:	2,755.49
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,925.73
			GRINDER PUMPS & LIFT STATI	4,503.71
			GRINDER PUMPS & LIFT STATI	4,660.19
			GRINDER PUMPS & LIFT STATI	2,900.24
			GRINDER PUMPS & LIFT STATI	11,666.80
		GARMANY, DAVID	MILEAGE REIMB 06/29-07/05/	186.48
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	127.08
			TRASH SERVICES SEWER DEPT	84.30
		AMEREN MISSOURI	SEWER WINDGATE BLDG	645.77
			5304 BROADWATER BAY SEWER	11.16
			PASSOVER RD SEWER	44.59
			1184 JEFFRIES RD LIFT STAT	25.92
			COBBLESTONE DR REAR LIFT S	61.87
			PASSOVER RD LIFT STATION	364.86
			3889 OSAGE BEACH PKWY GP	9.33
			PRAIRIE HOLLOW RD LIFT STA	32.00
			KETTERLIN IN PK FEEDER	210.88
		INTERNAL REVENUE SERVICE	FICA	719.52
			Medicare	168.27
		ICMA	Retirement 401	715.42
		PEDROLA, TOM	MILEAGE REIMB 06/22-06/28/	61.61
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	43.11
		DOLLISON, JOE	MILEAGE REIMB 06/15-06/21/	68.85
		STARK, CHAD	MILEAGE REIMB 06/22-06/28/	69.36
			MILEAGE REIMB 06/29-07/05/	37.74
			TOTAL:	30,344.79
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	329.00
		INTERNAL REVENUE SERVICE	Fed WH	1,137.66
			FICA	442.69
			Medicare	152.84
			TOTAL:	2,062.19
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	653.51
			Medicare	152.84
		ICMA	Retirement 401	505.37
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	84.51
			TOTAL:	1,396.23
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	130.03
		INTERNAL REVENUE SERVICE	Fed WH	467.30
			FICA	238.04
			Medicare	82.17
		ICMA	Retirment 457 &	112.30
			Loan Repayments	16.89
			TOTAL:	1,046.73

000016

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	TRASH SERVICE	117.13
		AMEREN MISSOURI	LO STATE PARK LOCALZR	81.38
			AIRPORT FIREHOUSE	27.14
			LCF AIRPORT HANGAR RENTAL	138.85
			LCF AIRPORT HANGAR	49.38
		INTERNAL REVENUE SERVICE	FICA	351.38
			Medicare	82.18
		ICMA	Retirement 401	270.96
			TOTAL:	1,118.40
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	96.97
		INTERNAL REVENUE SERVICE	Fed WH	334.62
			FICA	181.36
			Medicare	62.62
		ICMA	Retirment 457 &	74.86
			TOTAL:	750.43
Grand Glaize Airport	Grand Glaize Airpo	ALLIED WASTE SERVICES #435	TRASH SERVICE	119.84
		AMEREN MISSOURI	GG AIRPORT HANGAR	37.23
			AIRPORT RD HWY 54 TBLC EXT	288.20
			GG AIRPORT SHOP	13.37
			957 AIRPORT RD	11.83
			TBLC EXT D GG AIRPORT	13.75
			GG AIPIORT HANGAR	19.91
			GG AIRPORT SLEEPY	15.20
		INTERNAL REVENUE SERVICE	FICA	267.71
			Medicare	62.61
		ICMA	Retirement 401	246.49
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.27
			TOTAL:	1,124.41

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

10	General Fund	50,153.06
20	Transportation	4,179.10
30	Water Fund	11,177.47
35	Sewer Fund	33,100.28
40	Ambulance Fund	3,458.42
45	Lee C. Fine Airport Fund	2,165.13
47	Grand Glaize Airport Fund	1,874.84

	GRAND TOTAL:	106,108.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000017
Mayor & Board	General Fund	STAPLES ADVANTAGE	TONER	119.99
		BANKCARD CENTER 5569	LEGISLATIVE MTG	40.00
			TOTAL:	159.99
City Clerk	General Fund	LAKE SUN LEADER 645	CONSUMER CONFIDENCE REPORT	554.40
			TOTAL:	554.40
Municipal Court	General Fund	WASHBURN, WILLIAM F	JUL MUNICIPAL COURT JUDGE	1,679.16
		OSEGUEDA, LILLIAN	INTERPRETR SERV 06/09-07/0	60.00
		STAPLES ADVANTAGE	CORR FILM	14.10
			TOTAL:	1,753.26
City Attorney	General Fund	WEST	INFORMATION CHARGES	215.54
			TOTAL:	215.54
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	61.00
			BLDG DEPT FUEL	47.88
			TOTAL:	108.88
Building Maintenance	General Fund	ECO-PEST	COMMERCIAL PEST CONTROL	45.00
		CONSOLIDATED ELECTRICAL DISTR, INC	LIGHT BULBS	146.40
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	38.51
		SHANNON PAINTER DBA B & H CLEANING	CLEANING SERVICES	1,416.66
		SURECUT LAWN CARE LLC	JUN GROUNDS MAINTENANCE	1,928.57
			TOTAL:	3,575.14
Parks	General Fund	PURCELL TIRE CO	FLAT REPAIR	21.40
		FLEET ONE	PARKS FUEL	318.62
			PARKS FUEL	158.46
		GB MAINTENANCE SUPPLY	TRASH CAN LINERS	113.86
		BARNES MARINE INC	SHARPEN BLADES	42.00
			SHARPENING FILE	12.09
		BANKCARD CENTER 5569	PITCHERS MOUND FABRIC	131.04
			PITCHERS MOUND FABRIC	21.69
			CAR WASH	29.00
			TOTAL:	848.16
Human Resources	General Fund	BANKCARD CENTER 3333	CITY BUCKS	409.60
			CITY BUCKS	365.00
		STAPLES ADVANTAGE	FOLDING TABLES	207.87
		OCCUPATIONAL MEDICINE CLINIC	PRE-EMPLOYMENT TESTING	20.00
			FIT FOR DUTY	50.00
			DRUG SCREENING TESTS	80.00
			FIT FOR DUTY	205.00
		LAKE REGIONAL HEALTH SYSTEM	HEALTH FAIR	3,791.00
		PAUL'S CASH SAVER #602	ICE CREAM SOCIAL	14.67
			SAFETY LUNCH	34.06
			ICE CREAM	22.00
			ICE CREAM	31.66
			ICE CREAM	49.03
			SAFETY LUNCH	33.87
		BANKCARD CENTER 3374	SAFETY PICNIC	124.55
		BANKCARD CENTER 5569	CITY BUCKS	2,000.00
		CAMDEN COUNTY HEALTH DEPARTMENT	VACCINATION	50.00
			TOTAL:	7,488.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000018 AMOUNT		
Overhead	General Fund	XEROX CORP	BASE CHARGE, BILLABLE PRIN	570.17		
		FEDERAL EXPRESS CORP	BMI	37.83		
		HY-VEE FOOD & DRUG STORES INC	WORKMAN'S COMPENSATION	304.79		
		BANKCARD CENTER 3374	PHOTO BACKDROP	196.43		
			SURVEYMONKEY BILLABLE RESP	36.30		
		WILLIAMS KEEPERS LLC	FINANCIAL STATEMENTS	10,670.00		
		CHARTER BUSINESS	JULY SERVICE	5.12		
		STAPLES ADVANTAGE	COPY PAPER	88.68		
			COPY PAPER, BATTERIES	154.82		
			TOTAL:	12,064.14		
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL	1,525.96		
			PUBLIC SAFETY CAR WASH	66.00		
			PUBLIC SAFETY FUEL	1,649.61		
			PUBLIC SAFETY CAR WASH	66.00		
		STAPLES ADVANTAGE	POSTERBRD, CASH BOX, HP PR	44.84		
		LAKE CLEANERS	JUN UNIFORM CLEANING	478.90		
		LARRY'S LAKESIDE AUTO REPAIR INC	MOUNT, BALANCE, DISPOSE #2	57.50		
			OIL CHG, TRNS SERV #21	149.13		
			TIRE REPAIR, LUG NUTS #25	57.50		
		CAMDEN COUNTY SHERIFF'S OFFICE	CASE #10001076 AWAITING BO	315.00		
			CASE #10000139 AWAITING BO	180.00		
			CASE #10000089 AWAITING BO	720.00		
			CASE #080001720 AWAITING B	225.00		
			CASE #11000567 AWAITING BO	90.00		
		CHAMPION TROPHY	SEVERSON PLAQUE	26.95		
			TOTAL:	5,652.39		
		911 Center	General Fund	WIRELESS USA INC	REPAIR 7F PO REQ-TEAM DIR	398.68
					TOTAL:	398.68
		Planning	General Fund	BANKCARD CENTER 3333	SKITTY	12.38
	SKITTY			11.77		
FLEET ONE	PLANNING FUEL			94.58		
	PLANNING FUEL			91.70		
STAPLES ADVANTAGE	SCOTCH SHIPPING TAPE			18.99		
ADVANCED WEAPONS TECHNOLOGY INC	TALON ANIMAL CAPTURE ULTRA			1,621.00		
	TOTAL:	1,850.42				
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	124.65		
			TOTAL:	124.65		
Economic Development	General Fund	FEDERAL EXPRESS CORP	REAL ESTATE DIR - DIERBERG	20.80		
			GILMORE & BELL	25.34		
			TOTAL:	46.14		
Transportation	Transportation	ECO-PEST	COMMERCIAL PEST CONTROL	30.00		
		QUILL	NAME PLATE	24.29		
			FILE FOLDRS, PAPER, INK, T	22.16		
		MEEKS BUILDING CENTER	DRIVEWAY SEALER, SQUEEGES	107.91		
			MORTAR MIX	22.95		
		EZARD'S ACE HARDWARE	HOSE CLAMP	3.98		
		FASTENAL CO	STRAPS	178.37		
		FLEET ONE	TRANS FUEL	642.38		
			TRANS FUEL	589.60		
		JACK'S MUNICIPAL SALE & SERVICE INC	POSTS, SIGNS	369.80		

000019

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE SUN LEADER 81525 & 1586450	STONECREST CIRCLE RECONSTR	265.50
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		BANKCARD CENTER 3374	SAFETY GLASSES	33.90
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #61	38.95
			OIL CHG, GREASE #53	69.53
			OIL CHG #62	66.95
		APAC MO INC	SURFACE LEVELING	376.49
			SURFACE LEVELING	115.32
			2" CLEAN	205.81
			OB10-015 ZEBRA & STEWART	344,365.94
		DREDGING, INC	CREEK SAND	239.52
			CREEK SAND	188.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	6.45
		STRAIT-LINE CONSTRUCTION USA INC	OB 11-013 OZARK MEADOWS RD	29,803.29
			TOTAL:	377,868.70
Water	Water Fund	UMB BANK NA	2003 TRUSTEE FEE	741.04
		USA BLUE BOOK	DRUM PUMP TUBE 40'	359.24
		QUILL	FILE FOLDRS, PAPER, INK, T	22.16
		GRAINGER, INC	FLASHLIGHT	46.12
		EZARD'S ACE HARDWARE	SP O&D TRIAZ CONC 32OZ	9.99
			SHOP TOWELS, DUCT TAPE	11.47
			KEYS	1.49
			HAND TOOL/ACCS, FASTENERS	8.43
			BALL VALVE, GALV NIPPLES,	16.06
			CAULK, UTILITY BLADE	6.78
			HARDWARE	2.76
			FASTENERS	2.58
		FLEET ONE	WATER FUEL	618.40
			WATER FUEL	418.40
		SCHULTE SUPPLY INC	METER INTERFACE UNITS	816.00
		TALLMAN COMPANY	TORCH BLADES	14.00
			4-WAY HYDRANT KEY	5.55
		O'REILLY AUTO PARTS	CAPSULE	3.99
			FLOORMATS	25.99
			TRAN FLD, SHUDDR FIX	11.78
			FUNNEL	0.99
		POSTMASTER	JUL UTILITY BILL MAILING	320.00
			PERMIT #10 ANNUAL RENEWAL	95.00
		BARNES MARINE INC	OIL, TRIMMER LINE	16.74
		HD SUPPLY WATERWORKS LTD	PRES REGS	289.35
			REGULATOR	365.76
			MTR BX, TILE, ADPTR RING,	754.29
			TAND SETTERS	533.12
			METR TILE, BOX CVR, ADPTR	221.85
			BALL CURB PJ9CTS)	150.80
			CPLGS, METR TILES, ADPTR R	491.13
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #52	41.95
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	20.93
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	20.93
			WATER DEPT FLOOR MATS	6.45
		HUTCHINS TELECOM LLC	MODOT MANDATED PROJECT	37,280.14

000020

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAVE SINCLAIR AUTOMOTIVE	2011 FORD F-250	20,910.00
			TOTAL:	64,668.11
Sewer	Sewer Fund	QUILL	FILE FOLDRS, PAPER, INK, T	22.16
			INK CARTRIDGES	48.57
		MCDUFFEY LAB	E COLI ANALYSIS	35.00
			E COLI ANALYSIS	35.00
			E COLI ANALYSIS	35.00
		AMOS SEPTIC SERVICE INC	PUMP LIFT STATIONS	1,150.00
			PUMP OUTS	690.00
		EZARD'S ACE HARDWARE	CAULK	14.37
			HOSE COUPL, SPRINKLER	11.28
		RP LUMBER INC	5/16' PROOF COIL CHAIN	119.99
		FLEET ONE	SEWER FUEL	777.71
			SEWER FUEL	441.91
		MIDWEST BLOCK & BRICK	LIME	38.82
		SIEMENS WATER TECH CORP	SIGNET PROBE	253.02
			ODO-FREE	7,578.59
		MUNICIPAL EQUIPMENT CO	UPPER GUIDE RAIL BRACKETS	378.91
			RISER	517.02
			GUIDE RAIL ASSYS	416.53
		O'REILLY AUTO PARTS	TRACTR FL	44.99
		LAKE SUN LEADER 81525 & 1586450	DUPLEX SIMP PANEL BID	67.50
		PAUL'S CASH SAVER #602	ICE	15.48
		CONSOLIDATED ELECTRICAL DISTR, INC	GALV SLOTCHNL, S00A HD LVR	162.82
			ELTRN BLSTS, WIRECONNS	48.84
			SPLICER REDUCERS	56.23
			100A LD-CMTR	23.65
			2P-120/240V-100A CB	130.24
			LD-CNTR, SAW BLDS	28.67
		POSTMASTER	JUL UTILITY BILL MAILING	320.00
			PERMIT #10 ANNUAL RENEWAL	95.00
		BANKCARD CENTER 3374	SAFETY GLASSES	33.90
		BOWLING ELECTRIC MACHINE	CAPACITORS	280.00
		DAM STEEL SUPPLY	PIPE	54.60
		HD SUPPLY WATERWORKS LTD	BRASS NIPPLS, CHK VLVS, BU	373.62
		PRECISION AUTO & TIRE SERVICE LLC	CK BRAKE NOISE #73	40.00
		BANKCARD CENTER 5569	11/4X10GALVP	261.52
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	47.53
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	46.89
			SEWER DEPT FLOOR MATS	6.45
		HUTCHINS TELECOM LLC	CONNECTING SEWER	157,051.83
			TOTAL:	171,760.09
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	153.79
			AMB FUEL	130.45
		ALLMED	UNIFORMS	100.72
			MEDICAL SUPPLIES	109.92
			MEDICAL SUPPLIES	3.94
		STERICYCLE INC	MEDICAL WASTE DISPOSAL	135.74
			TOTAL:	634.56
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	51.03
		NAEGLER OIL CO	JET A FUEL	27,554.14
			SATELLITE EQUIPMENT CONNEC	15.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000021	AMOUNT
			JET A FUEL		26,701.55
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER SERVICES		277.00
		PREFERRED AUTO RENTAL	COURTESY CAR		60.00
		VAISALA INC	AVIATION MAINTENANCE		2,450.00
		ALLIANCE GARAGE DOORS LLC	SERVICE AIRPORT HANGER OPT		85.00
			TOTAL:		57,194.22
Grand Glaize Airport	Grand Glaize Airpo	EZARD'S ACE HARDWARE	BLACKTOP SEALER		3.29
		MID STATE PETROLEUM EQUIPMENT INC	PUMP REPAIR		1,065.23
		NAEGLER OIL CO	SATELLITE EQUIPMENT CONNEC		45.50
		PAUL'S CASH SAVER #602	ICE CREAM		19.64
		H W LOCHNER INC	GG AIRPORT LAND ACQUISITIO		4,129.34
			TOTAL:		5,263.00

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

10	General Fund	34,840.10
20	Transportation	377,868.70
30	Water Fund	64,668.11
35	Sewer Fund	171,760.09
40	Ambulance Fund	634.56
45	Lee C. Fine Airport Fund	57,194.22
47	Grand Glaize Airport Fund	5,263.00

	GRAND TOTAL:	712,228.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000022
Mayor & Board	General Fund	STAPLES ADVANTAGE	TONER	119.99
		BANKCARD CENTER 5569	LEGISLATIVE MTG	40.00
			TOTAL:	159.99
City Clerk	General Fund	LAKE SUN LEADER 645	CONSUMER CONFIDENCE REPORT	554.40
			TOTAL:	554.40
Municipal Court	General Fund	WASHBURN, WILLIAM F	JUL MUNICIPAL COURT JUDGE	1,679.16
		OSEGUEDA, LILLIAN	INTERPRETR SERV 06/09-07/0	60.00
		STAPLES ADVANTAGE	CORR FILM	14.10
			TOTAL:	1,753.26
City Attorney	General Fund	WEST	INFORMATION CHARGES	215.54
			TOTAL:	215.54
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	61.00
			BLDG DEPT FUEL	47.88
			TOTAL:	108.88
Building Maintenance	General Fund	ECO-PEST	COMMERCIAL PEST CONTROL	45.00
		CONSOLIDATED ELECTRICAL DISTR, INC	LIGHT BULBS	146.40
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	38.51
		SHANNON PAINTER DBA B & H CLEANING	CLEANING SERVICES	1,416.66
		SURECUT LAWN CARE LLC	JUN GROUNDS MAINTENANCE	1,928.57
			TOTAL:	3,575.14
Parks	General Fund	PURCELL TIRE CO	FLAT REPAIR	21.40
		FLEET ONE	PARKS FUEL	318.62
			PARKS FUEL	158.46
		GB MAINTENANCE SUPPLY	TRASH CAN LINERS	113.86
		BARNES MARINE INC	SHARPEN BLADES	42.00
			SHARPENING FILE	12.09
		BANKCARD CENTER 5569	PITCHERS MOUND FABRIC	131.04
			PITCHERS MOUND FABRIC	21.69
			CAR WASH	29.00
			TOTAL:	848.16
Human Resources	General Fund	BANKCARD CENTER 3333	CITY BUCKS	409.60
			CITY BUCKS	365.00
		STAPLES ADVANTAGE	FOLDING TABLES	207.87
		OCCUPATIONAL MEDICINE CLINIC	PRE-EMPLOYMENT TESTING	20.00
			FIT FOR DUTY	50.00
			DRUG SCREENING TESTS	80.00
			FIT FOR DUTY	205.00
		LAKE REGIONAL HEALTH SYSTEM	HEALTH FAIR	3,791.00
		PAUL'S CASH SAVER #602	ICE CREAM SOCIAL	14.67
			SAFETY LUNCH	34.06
			ICE CREAM	22.00
			ICE CREAM	31.66
			ICE CREAM	49.03
			SAFETY LUNCH	33.87
		BANKCARD CENTER 3374	SAFETY PICNIC	124.55
		BANKCARD CENTER 5569	CITY BUCKS	2,000.00
		CAMDEN COUNTY HEALTH DEPARTMENT	VACCINATION	50.00
			TOTAL:	7,488.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000023	AMOUNT			
Overhead	General Fund	XEROX CORP	BASE CHARGE, BILLABLE PRIN		570.17			
			FEDERAL EXPRESS CORP	BMI		37.83		
			HY-VEE FOOD & DRUG STORES INC	WORKMAN'S COMPENSATION		304.79		
			BANKCARD CENTER 3374	PHOTO BACKDROP		196.43		
				SURVEYMONKEY BILLABLE RESP		36.30		
			WILLIAMS KEEPERS LLC	FINANCIAL STATEMENTS		10,670.00		
			CHARTER BUSINESS	JULY SERVICE		5.12		
			STAPLES ADVANTAGE	COPY PAPER		88.68		
				COPY PAPER, BATTERIES		154.82		
				TOTAL:		12,064.14		
			Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL		1,525.96
PUBLIC SAFETY CAR WASH		66.00						
PUBLIC SAFETY FUEL		1,649.61						
PUBLIC SAFETY CAR WASH		66.00						
STAPLES ADVANTAGE	POSTERBRD, CASH BOX, HP PR					44.84		
LAKE CLEANERS	JUN UNIFORM CLEANING					478.90		
LARRY'S LAKESIDE AUTO REPAIR INC	MOUNT, BALANCE, DISPOSE #2					57.50		
	OIL CHG, TRNS SERV #21					149.13		
	TIRE REPAIR, LUG NUTS #25					57.50		
CAMDEN COUNTY SHERIFF'S OFFICE	CASE #10001076 AWAITING BO					315.00		
	CASE #10000139 AWAITING BO					180.00		
	CASE #10000089 AWAITING BO					720.00		
	CASE #080001720 AWAITING B					225.00		
	CASE #11000567 AWAITING BO					90.00		
CHAMPION TROPHY	SEVERSON PLAQUE					26.95		
	TOTAL:					5,652.39		
911 Center	General Fund	WIRELESS USA INC				REPAIR 7F PO REQ-TEAM DIR		398.68
						TOTAL:		398.68
Planning	General Fund	BANKCARD CENTER 3333				SKITTY		12.38
			SKITTY		11.77			
			FLEET ONE	PLANNING FUEL		94.58		
				PLANNING FUEL		91.70		
			STAPLES ADVANTAGE	SCOTCH SHIPPING TAPE		18.99		
			ADVANCED WEAPONS TECHNOLOGY INC	TALON ANIMAL CAPTURE ULTRA		1,621.00		
	TOTAL:		1,850.42					
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		124.65			
			TOTAL:		124.65			
Economic Development	General Fund	FEDERAL EXPRESS CORP	REAL ESTATE DIR - DIERBERG		20.80			
			GILMORE & BELL		25.34			
			TOTAL:		46.14			
Transportation	Transportation	ECO-PEST	COMMERCIAL PEST CONTROL		30.00			
			QUILL	NAME PLATE		24.29		
				FILE FOLDRS, PAPER, INK, T		22.16		
			MEEKS BUILDING CENTER	DRIVEWAY SEALER, SQUEEGES		107.91		
				MORTAR MIX		22.95		
			EZARD'S ACE HARDWARE	HOSE CLAMP		3.98		
			FASTENAL CO	STRAPS		178.37		
			FLEET ONE	TRANS FUEL		642.38		
				TRANS FUEL		589.60		
			JACK'S MUNICIPAL SALE & SERVICE INC	POSTS, SIGNS		369.80		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000024
		LAKE SUN LEADER 81525 & 1586450	STONECREST CIRCLE RECONSTR	265.50
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		BANKCARD CENTER 3374	SAFETY GLASSES	33.90
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #61	38.95
			OIL CHG, GREASE #53	69.53
			OIL CHG #62	66.95
		APAC MO INC	SURFACE LEVELING	376.49
			SURFACE LEVELING	115.32
			2" CLEAN	205.81
			OB10-015 ZEBRA & STEWART	344,365.94
		DREDGING, INC	CREEK SAND	239.52
			CREEK SAND	188.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	6.45
		STRAIT-LINE CONSTRUCTION USA INC	OB 11-013 OZARK MEADOWS RD	29,803.29
			TOTAL:	377,868.70
Water	Water Fund	UMB BANK NA	2003 TRUSTEE FEE	741.04
		USA BLUE BOOK	DRUM PUMP TUBE 40'	359.24
		QUILL	FILE FOLDRS, PAPER, INK, T	22.16
		GRAINGER, INC	FLASHLIGHT	46.12
		EZARD'S ACE HARDWARE	SP O&D TRIAZ CONC 32OZ	9.99
			SHOP TOWELS, DUCT TAPE	11.47
			KEYS	1.49
			HAND TOOL/ACCS, FASTENERS	8.43
			BALL VALVE, GALV NIPPLES,	16.06
			CAULK, UTILITY BLADE	6.78
			HARDWARE	2.76
			FASTENERS	2.58
		FLEET ONE	WATER FUEL	618.40
			WATER FUEL	418.40
		SCHULTE SUPPLY INC	METER INTERFACE UNITS	816.00
		TALLMAN COMPANY	TORCH BLADES	14.00
			4-WAY HYDRANT KEY	5.55
		O'REILLY AUTO PARTS	CAPSULE	3.99
			FLOORMATS	25.99
			TRAN FLD, SHUDDR FIX	11.78
			FUNNEL	0.99
		POSTMASTER	JUL UTILITY BILL MAILING	320.00
			PERMIT #10 ANNUAL RENEWAL	95.00
		BARNES MARINE INC	OIL, TRIMMER LINE	16.74
		HD SUPPLY WATERWORKS LTD	PRES REGS	289.35
			REGULATOR	365.76
			MTR BX, TILE, ADPTR RING,	754.29
			TAND SETTERS	533.12
			METR TILE, BOX CVR, ADPTR	221.85
			BALL CURB PJ9CTS)	150.80
			CPLGS, METR TILES, ADPTR R	491.13
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #52	41.95
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	20.93
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	20.93
			WATER DEPT FLOOR MATS	6.45
		HUTCHINS TELECOM LLC	MODOT MANDATED PROJECT	37,280.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000025	AMOUNT
		DAVE SINCLAIR AUTOMOTIVE	2011 FORD F-250		20,910.00
			TOTAL:		64,668.11
Sewer	Sewer Fund	QUILL	FILE FOLDRS, PAPER, INK, T		22.16
			INK CARTRIDGES		48.57
		MCDUFFEY LAB	E COLI ANALYSIS		35.00
			E COLI ANALYSIS		35.00
			E COLI ANALYSIS		35.00
		AMOS SEPTIC SERVICE INC	PUMP LIFT STATIONS		1,150.00
			PUMP OUTS		690.00
		EZARD'S ACE HARDWARE	CAULK		14.37
			HOSE COUPL, SPRINKLER		11.28
		RP LUMBER INC	5/16' PROOF COIL CHAIN		119.99
		FLEET ONE	SEWER FUEL		777.71
			SEWER FUEL		441.91
		MIDWEST BLOCK & BRICK	LIME		38.82
		SIEMENS WATER TECH CORP	SIGNET PROBE		253.02
			ODO-FREE		7,578.59
		MUNICIPAL EQUIPMENT CO	UPPER GUIDE RAIL BRACKETS		378.91
			RISER		517.02
			GUIDE RAIL ASSYS		416.53
		O'REILLY AUTO PARTS	TRACTR FL		44.99
		LAKE SUN LEADER 81525 & 1586450	DUPLEX SIMP PANEL BID		67.50
		PAUL'S CASH SAVER #602	ICE		15.48
		CONSOLIDATED ELECTRICAL DISTR, INC	GALV SLOTCHNL, S00A HD LVR		162.82
			ELTRN BLSTS, WIRECONNS		48.84
			SPLICER REDUCERS		56.23
			100A LD-CMTR		23.65
			2P-120/240V-100A CB		130.24
			LD-CNTR, SAW BLDS		28.67
		POSTMASTER	JUL UTILITY BILL MAILING		320.00
			PERMIT #10 ANNUAL RENEWAL		95.00
		BANKCARD CENTER 3374	SAFETY GLASSES		33.90
		BOWLING ELECTRIC MACHINE	CAPACITORS		280.00
		DAM STEEL SUPPLY	PIPE		54.60
		HD SUPPLY WATERWORKS LTD	BRASS NIPPLS, CHK VLVS, BU		373.62
		PRECISION AUTO & TIRE SERVICE LLC	CK BRAKE NOISE #73		40.00
		BANKCARD CENTER 5569	11/4X10GALVP		261.52
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS		47.53
			SEWER DEPT FLOOR MATS		6.45
			SEWER DEPT UNIFORMS		46.89
			SEWER DEPT FLOOR MATS		6.45
		HUTCHINS TELECOM LLC	CONNECTING SEWER		157,051.83
			TOTAL:		171,760.09
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL		153.79
			AMB FUEL		130.45
		ALLMED	UNIFORMS		100.72
			MEDICAL SUPPLIES		109.92
			MEDICAL SUPPLIES		3.94
		STERICYCLE INC	MEDICAL WASTE DISPOSAL		135.74
			TOTAL:		634.56
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL		51.03
		NAEGLER OIL CO	JET A FUEL		27,554.14
			SATELLITE EQUIPMENT CONNEC		15.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000026
			JET A FUEL	26,701.55
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER SERVICES	277.00
		PREFERRED AUTO RENTAL	COURTESY CAR	60.00
		VAISALA INC	AVIATION MAINTENANCE	2,450.00
		ALLIANCE GARAGE DOORS LLC	SERVICE AIRPORT HANGER OPT	85.00
			TOTAL:	57,194.22
Grand Glaize Airport	Grand Glaize Airpo	EZARD'S ACE HARDWARE	BLACKTOP SEALER	3.29
		MID STATE PETROLEUM EQUIPMENT INC	PUMP REPAIR	1,065.23
		NAEGLER OIL CO	SATELLITE EQUIPMENT CONNEC	45.50
		PAUL'S CASH SAVER #602	ICE CREAM	19.64
		H W LOCHNER INC	GG AIRPORT LAND ACQUISITIO	4,129.34
			TOTAL:	5,263.00

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

10	General Fund	34,840.10
20	Transportation	377,868.70
30	Water Fund	64,668.11
35	Sewer Fund	171,760.09
40	Ambulance Fund	634.56
45	Lee C. Fine Airport Fund	57,194.22
47	Grand Glaize Airport Fund	5,263.00

	GRAND TOTAL:	712,228.78

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



000027 ✓
 Planning Dept: 2417
 Sewer Dept.: AW
 License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 7-5-2011 Date Application Received: JUL 05 2011
 Trade Name of Establishment: Linn Creek Osage Beach Lions Club
 Mailing Address: P.O. Box 750, Osage Beach, mo 65065
 Applicant Name: Kevin Ray Kempf - Linn Creek Osage Beach Lions Club
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

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

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

~~###~~ Oktoberfest 10-1-11 5:00pm - 12:00pm

All renewal applications must be received by May 1st.

BILL NO. 11-44

ORDINANCE NO. 11.44

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

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

Section 1. That the following tracts of land subject to Rezoning Case No. 357, as described in Exhibit A and Exhibit B, zoned A-1, General Agriculture, is hereby rezoned to C-1, General Commercial and R-1, Single Family.

Section 2. That in all other respects, the zoning ordinance remains unchanged.

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

READ FIRST TIME: 7/7/11 READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2011.

I hereby certify that the above Ordinance No. 11.44 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 11.44.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

Triangle Lot; Rezone from A-1 to C-1 (Part of Lot 1, Blue Harbor)

A tract of land being a part of the northwest quarter of the northeast quarter of Section 10, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows: Beginning at the an existing spike at the southwest corner of Lot 1, "BLUE HARBOR", a subdivision of record in Camden County, Missouri; thence along the westerly line of said Lot 1, N43°42'11"E (N 42°28'E, Plat), 430.78 ft. to the intersection of said line and the centerline of a 40 ft. road easement as described in Book 376, Page 204, Camden County Records and the true point of beginning; thence continuing N 43d42'11"E (N 42°28'E, Plat), 158.80 ft.; to the westerly right-of-way of a 30 ft. road (Port Lane); thence leaving said westerly right-of-way N 90°00'00"W, 119.99 ft. to the centerline of said 40 ft. road easement; thence along said road easement S07°12'29"E (S 08°35'E, Deed) 82.47 ft. to the true point of beginning. Subject to said right-of-ways.

EXHIBIT B

Lot along Dude Ranch Road: Rezone from A-1 to R-1

A tract of land being a part of the northwest quarter of the northeast quarter of Section 10, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows: Beginning at the an existing spike at the southwest corner of Lot 1, "BLUE HARBOR", a subdivision of record in Camden County, Missouri; thence along the southerly line of said Lot 1, S88°40'49"E, 325.17 ft. to the intersection of said line and the centerline of a 40 ft. road easement as described in Book 376, Page 204, Camden County Records; thence continuing S88°40'49"E, 173.93 ft. to the centerline right-of-way of a 30 ft. road (Port Lane); thence along said centerline the following courses: thence S25°43'42"E, 370.70 ft.; thence S53°41'45"E, 96.69 ft. to the true point of beginning; thence continuing S53°41'45"E, 78.14 ft.; thence S29°38'17"E, 145.40 ft. to the centerline of Dude Ranch Road; thence along the centerline of Dude Ranch Road the following course: thence S85°31'43"W (S84°05'W, deed), 132.70 ft.; thence S75°28'43"W (S74°02'W, deed), 187.30 ft.; thence S64°35'43"W, 74.68 ft. to the centerline of said 40 ft. road easement; thence along said centerline the following courses: thence N15°09'29"W, 109.60 ft. (N16°32'W, 109.8 ft. deed); thence N30°11'31"E, 83.10 ft. (N28°49'W, deed); thence N04°11'31"E (N02°49'E, deed), 30.97 ft.; thence leaving said centerline N76°57'09"E, 236.91 ft. to the true point of beginning. Subject to said right-of-ways.

Submission Date: July 14, 2011

Submitted By: City Engineer

Board Meeting Date: July 21, 2011

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

Description of Item:

Bill 11-46 - To award Engineering Services Contract No. AEOB11-021 for the Design of 3B and LS D-18-54

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

Citizens and visitors, future contractors and suppliers, Shafer, Kline & Warren, Inc., 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 11-46.

Are there any deadlines associated with this action?

We would like to have these items completed as soon as possible.

Comments and Recommendation of Department Head:

Bill 11-46 is to award the engineering contract for the design of grinder station 3B and lift station D-18-54. These sewage stations are included in the 2011 budget.

Funding for this work is included in 35-00-773100 Engineering. As of the June 30 Financial statements there is \$69,588.33 remaining in this account. If all of the existing contracts and this contract utilized the entire not to exceed amount of funding, we will be over budget by an amount less than \$2,000.

The Engineering Department recommends approval of this contract in the not to exceed amount of \$60,253. A first and second reading of the ordinance is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-46

ORDINANCE NO. 11.46

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH SHAFER, KLINE AND WARREN, INC. FOR THE DESIGN OF 3B AND LS D-18-54.

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 agreement with Shafer, Kline and Warren, Inc. for the design of 3B and LS D-18-54.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached agreement with Shafer, Kline and Warren, Inc. for Contract Number AEOB11-021, providing for the design of 3B and LS D-18-54 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. 11.46 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. 11.46.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
A/E SERVICES CONTRACT NO. AEOB11-021
FOR THE
DESIGN OF 3B and LS D-18-54**

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between
THE CITY OF OSAGE BEACH A FOURTH CLASS MUNICIPALITY IN THE STATE OF MISSOURI (“Owner”)
and SHAFFER, KLINE, & WARREN, INC. (“Engineer”).

Owner intends to Improve and/or upgrade one grinder station and one lift station within the City of Osage Beach. One of these stations is 3B. This pump station services the Timber Ridge Apartments. This pump station is in need of improvements. These improvements will include: access road, additional wet well capacity, new interior piping and guide rails, scada system, the gravity system that discharges to this wet well needs to have adequate cover, and all other required incidental work to bring station up to City and MDNR standards. Design criterion shall conform to the City of Osage Beach Design Guidelines.

The other pump station that this project will include is LS D-18-54. This lift station services the Ozark Meadows subdivision and other developments in this area. The improvements needed for this station include rerouting the discharge line to the 24” Force Main, evaluation of existing pumps under new discharge conditions, new pumps and or panels under new conditions, and increase capacity of wet well to meet MDNR requirements if station is under capacity.

The Engineer will be required to accomplish all necessary surveying work, prepare easement and/or right-of-way documents, accomplish the project design, prepare bidding documents, and provide construction support.

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 General

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

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

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

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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

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

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

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

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

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

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

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

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

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

I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any

contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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

6.02 Design without Construction Phase Services

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

6.03 Use of Documents

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

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

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

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

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

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

6.04 Insurance

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

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

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause

Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

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

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

6.05 Suspension and Termination

A. *Suspension.*

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

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

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

1. For cause,

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

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's

responsibilities as a licensed professional;
or

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

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

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

2. For convenience,

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

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

D. *Payments Upon Termination.*

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

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items

identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

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

6.07 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

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

6.08 Dispute Resolution

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

6.09 Environmental Condition of Site

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

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

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

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

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

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

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

6.10 Indemnification and Mutual Waiver

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

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

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

or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

6.11 Miscellaneous Provisions

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

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

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

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

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all

statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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

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

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

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

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

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

by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 5 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," **NOT USED**
- E. Exhibit E, "Notice of Acceptability of Work," **NOT USED**
- F. Exhibit F, "Construction Cost Limit" **NOT USED**
- G. Exhibit G, "Certificate of Insurance", **NOT USED**.
- H. Exhibit H, "Dispute Resolution," **NOT USED**
- I. Exhibit I, "Allocation of Risks," **NOT USED**
- J. Exhibit J, "Special Provisions," **NOT USED**
- K. Exhibit K, "Amendment to Standard Form of Agreement," **NOT USED**
- L. Exhibit L, "Fee Estimate" consisting of 5 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 24 inclusive, together with the exhibits identified above and the fee estimate) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

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

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

Owner:

Engineer:

THE CITY OF OSAGE BEACH MISSOURI

SHAFER, KLINE & WARREN

By: The Honorable Penny Lyons

By: _____

Title: Mayor

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Certificate No. _____

State of: _____

Address for giving notices:

Address for giving notices:

1000 City Parkway

Osage Beach, Missouri 65065

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Mr. Nicholas Edelman, PE

Title: City Engineer

Title: _____

Phone Number: 573-302-2000 Ex. 297

Phone Number: _____

Facsimile Number: 573-302-2039

Facsimile Number: _____

E-Mail Address: nedelman@osagebeach.org

E-Mail Address: _____

Submission Date: July 15, 2011
Submitted By: Human Resource Generalist
Board Meeting Date: July 21, 2011

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

Description of Item:

At the request of Mayor Lyons this blue sheet is being submitted for approval from the Board to provide all full-time employees with a lump sum cost of living adjustment.

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

Full Time City Employees

Why is Board Action Required?

Board approval required for items not currently budgeted.

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

A motion to approve a lump sum cost of living for full-time employees.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

Due to the 2011 salary freeze it is being requested that full-time employees receive a one time lump sum cost of living adjustment.

Specifics:

- One time lump sum cost of living increase received at review date.
- Review dates through July 29th will be included in the August 4th payroll.
- No residual effect – will not be included in future budget numbers because the amount is not included in base pay.

- Does not allow movement through pay plan structure. Employee base pay will remain in current quartile.
- Board may elect to use 401 Forfeiture account funds to pay the pension amount.
- Through June 2011, the average inflation rate is 2.8%.

Table of Inflation Rates by Month and Year (1999-2011)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ave
2011	1.6	2.1	2.7	3.2	3.6	3.6							2.8
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6

<http://www.usinflationcalculator.com/inflation/current-inflation-rates/>

Calculations have been prepared for three options:

Lump Sum Amount – 3%

Fund	3% lump sum	6% Pension	FICA	TOTAL
General	\$85,483.38	\$5,129.00	\$6,539.48	\$97,151.86
Transportation	\$7,687.37	\$461.24	\$588.08	\$8,736.69
Water	\$4,775.60	\$286.54	\$365.33	\$5,427.47
Sewer	\$10,096.77	\$605.81	\$772.40	\$11,474.98
Ambulance	\$5,074.80	\$304.49	\$388.22	\$5,767.52
Lee C Fine	\$1,542.90	\$92.57	\$118.03	\$1,753.51
Grand Glaize	\$4,359.83	\$261.59	\$333.53	\$4,954.95
	\$119,020.66	\$7,141.24	\$9,105.08	\$135,266.98

Lump Sum Amount – 2.5%

Fund	2.5% lump sum	6% Pension	FICA	TOTAL
General	\$71,236.15	\$4,274.17	\$5,449.57	\$80,959.88
Transportation	\$6,406.14	\$384.37	\$490.07	\$7,280.58
Water	\$3,979.66	\$238.78	\$304.44	\$4,522.89
Sewer	\$8,413.98	\$504.84	\$643.67	\$9,562.48
Ambulance	\$4,229.00	\$253.74	\$323.52	\$4,806.26
Lee C Fine	\$1,285.75	\$77.15	\$98.36	\$1,461.26
Grand Glaize	\$3,633.19	\$217.99	\$277.94	\$4,129.13
	\$99,183.88	\$5,951.03	\$7,587.57	\$112,722.48

000046

Lump Sum Amount – 2%

Fund	2% lump sum	6% Pension	FICA	TOTAL
General	\$56,988.92	\$3,419.34	\$4,359.65	\$64,767.91
Transportation	\$5,124.91	\$307.49	\$392.06	\$5,824.46
Water	\$3,183.73	\$191.02	\$243.56	\$3,618.31
Sewer	\$6,731.18	\$403.87	\$514.94	\$7,649.99
Ambulance	\$3,383.20	\$202.99	\$258.82	\$3,845.01
Lee C Fine	\$1,028.60	\$61.72	\$78.69	\$1,169.01
Grand Glaize	\$2,906.56	\$174.39	\$222.35	\$3,303.30
	\$79,347.10	\$4,760.83	\$6,070.05	\$90,177.98

City Administrator’s Comments and Recommendation:

At the time the 2011 Budget was finalized, Mayor Lyons broke a tie vote to freeze salaries. At that time, she indicated she hoped the Board would re-evaluate this at the end of six months. Rather than try to grant merit increases, the simplest way would be to do a lump sum cost of living adjustment at the time the employee would normally be reviewed. For those whose review dates fell within the first (7) months, it would be paid out on the next paycheck; for those with review dates throughout the remaining (5) months, it would be paid out at their review.

As indicated above, the portion of the 6% pension cost can be taken from our 401 Forfeiture Account.

Submission Date: July 15, 2011

Submitted By: Mayor Lyons

Board Meeting Date: July 21, 2011

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

Description of Item:

Appointment as per State mandate to the Planning Commission.

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

The Planning Commission and the applicants requesting Commission decisions.

Why is Board Action Required?

Board approval required by RSMo 89.070.

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

Motion to approve appointment.

Are there any deadlines associated with this action?

Yes. The Planning Commission meets monthly and applicants need to have decisions made in a timely manner.

Comments and Recommendation of Department:

I propose to appoint Ms. Michelle Myler. She has said that she would be willing to serve on the Planning Commission. I have attached her resume. This would bring the Planning Commission to 11 members.

City Administrator Comments and Recommendation:

Concur with the recommendation of Mayor Lyons.

Michelle A. Myler

1363 Spindrifter Court Osage Beach, MO 65065 573-302-0026 michmy4444@hotmail.com

Employment History**Radiologic Technologist/Clinical Assistant**

6-2006 to Present Leslie Orthopedics, works clinic office hours for Dr. Chris Leslie and Brian Swanson, PA, Camdenton, MO. Performs diagnostic orthopedic x-rays, responsible for film processing and management, assists staff with wound care, injections, cast and splint application, fitting of orthotics and general office duties.

Radiologic Technologist

12-2004 to 7-2005 Skaggs Community Health Center, Dr. John Huffman Branson, MO

Staff tech, responsibility for all diagnostic x-rays, film management, assisted with orthopedic procedures involving cast application and removal, fitting of orthotics and general office duties.

Radiologic Technologist

4-2003 to 7-2004 Orthopedic Care, P.C Davenport, IA Performed orthopedic diagnostic x-rays for Drs. Richard Kreiter and Matt Lindaman.

CT Technologist/Diagnostic X-ray

10-1998 to 09-2000 Davenport Medical Center, Davenport, IA

Specialized in CT procedures including neurological studies, pulmonary, internal medicine and associated biopsies.

Education

Associate Degree in Radiologic Technology- Scott Community College Bettendorf, IA

Major/Liberal Arts - Illinois Wesleyan University Bloomington, IL

High School Diploma - Oak Park-River Forest H.S. Oak Park, IL

Professional Certifications and memberships

Current ARRT Certification

Current ARRT Advanced Level Certification

Current member ASRT American Society of Radiologic Technology

Current board member Camden County Library System

1999 State of IL Dept of Nuclear Safety/Radiography

1993 Iowa Permit to Practice

Submission Date: July 13, 2011

Submitted By: City Engineer

Board Meeting Date: July 21, 2011

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

Description of Item:

Contract Modification # 3
Construction Contract OB10-024

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

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

Why is Board Action Required?

Board approval required for purchases over \$5000.

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

A motion to approve the contract modification

Are there any deadlines associated with this action?

This work is needed to complete this project.

Comments and Recommendation of Department:

This modification is for the Connecting Sewer Project.

This contract modification is for multiple reasons. The conduit for the fiber optic line between City Hall and Public Works is near completion. This modification will complete the conduit to Public Works and will install the fiber optics. This will allow the transfer of information between the two City assets.

The other major expense on this contract modification is for asphalt repair. This project was out for bids before we have completed the easement for the Palisades Owners. This

is the property at 1037 Palisades Blvd. We installed a water and sewer line through this parking lot. We estimated that we would be destroying most of this asphalt and would need to replace it. It was not included in the bidding documents since we did not know if we would get the easement. We have not come to an agreeable price with the contractor; therefore, we have created a Force Account Item with a not to exceed amount which will be done on a time and material basis.

I will be talking with MoDOT about reimbursement for the asphalt part of this modification.

The remaining part of this contract modification includes finalizing the as built quantities.

If this work is approved a budget amendment needs to be approved. Funding would come from multiple sources 30-00-773182 MoDOT Mandated Projects on the water side, 35-00-773177 Connecting Sewer, and 10-19-774267 Communication Equipment under Information Technology.

The Engineering Department recommends approval of this contract modification as written in the amount of \$54,604.83.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.



000051

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

July 22, 2011

CONTRACT MODIFICATION NO. 3

Hutchins Telecom Inc
PO Box 28
Belle, MO 65013
Attn: Ben Garner

Reference: Contract No. OB10-024
Connecting Sewer

Dear Mr. Garner:

In accordance with Article 9 of the General Conditions - Changes in the Work of your Construction Contract No. OB10-024 for the above referenced project you are hereby directed to perform the following changed and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

Item	Unit Price	Bid Qty.	Original Contract Amount	Final Qty	Final Contract Amount
Connecting Sewer Improvements					
1 16" DIP/PVC Pipe	\$ 59.75	9949	\$ 594,452.75	10140	\$ 605,865.00
2 12" DIP/PVC Pipe	\$ 45.00	5,315	\$ 239,175.00	5515	\$ 248,175.00
3 12" DIP Restrained Mechanical Joint Pipe	\$ 100.00	110	\$ 11,000.00	110	\$ 11,000.00
4 Asphalt or Concrete Pavement Repair	\$ 15.00	600	\$ 9,000.00	35	\$ 525.00
5 Highway Bore and Casing for 16" pipe	\$ 500.00	75	\$ 37,500.00	75	\$ 37,500.00
6 Open Cut Steel Casing for 12" Pipe	\$ 135.00	334	\$ 45,090.00	205	\$ 27,675.00
7 Highway Bore and Casing for 12" pipe	\$ 350.00	125	\$ 43,750.00	125	\$ 43,750.00
8 16" Plug Valves and Box	\$ 6,600.00	2	\$ 13,200.00	2	\$ 13,200.00
9 12" Plug Valves and Box	\$ 5,500.00	2	\$ 11,000.00	2	\$ 11,000.00

000052

10	Combination Air and Vacuum Release w/valve vault	\$ 4,000.00	10	\$ 40,000.00	11	\$ 44,000.00
11	Install City Purchased single phase grinder pump	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
12	Force Account (contingent sum)	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
13	Modification # 1					
14	8" Sewer Connection sta 45+70 dwg c-15	\$ 8,582.54	1	\$ 8,582.54	1	\$ 8,582.54
15	Extra dept sewer casing sta 46+00 to 48+50	\$ 2,989.44	1	\$ 2,989.44	1	\$ 2,989.44
16	Tie-in grinder station sta 8+50	\$ 1,541.80	1	\$ 1,541.80	1	\$ 1,541.80
17	Tie-in grinder station sta 14+00	\$ 1,229.31	1	\$ 1,229.31	1	\$ 1,229.31
18	Bank removal sta 48+50	\$ 3,066.66	1	\$ 3,066.66	1	\$ 3,066.66
	Modification # 3					
41	Remove grinder pump station & air release valves	\$ 1,830.34			1	\$ 1,830.34
	Subtotal Connecting Sewer Improvements			\$ 1,071,577.50		\$ 1,066,930.09
19	Connecting Water Improvements					
20	16" PVC Pipe	\$ 58.00	2215	\$ 128,470.00	2610	\$ 151,380.00
21	12" PVC Pipe	\$ 70.00	864	\$ 60,480.00	780	\$ 54,600.00
22	Open Cut Steel Casing for 12" Pipe	\$ 140.00	334	\$ 46,760.00	205	\$ 28,700.00
23	Force Account (contingent sum)	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
24	Modification # 1					
25	Extra dept water casing sta 7+16	\$ 2,989.45	1	\$ 2,989.45	1	\$ 2,989.45
26	8" water connection sta 5+50	\$ 9,506.13	1	\$ 9,506.13	1	\$ 9,506.13
27	Tie-in water sevice sta 3+00	\$ 3,240.54	1	\$ 3,240.54	1	\$ 3,240.54
28	Extra dept for casing at 14+50	\$ 2,402.99	1	\$ 2,402.99	1	\$ 2,402.99
29	Bank removal sta 0+00	\$ 3,066.66	1	\$ 3,066.66	1	\$ 3,066.66
30	16" RJ installed in casing at sta 14+00	\$ 13,974.90	1	\$ 13,974.90	1	\$ 13,974.90
31	12" Tie-in sta 2+50	\$ 8,996.36	1	\$ 8,996.36	1	\$ 8,996.36
32	Deduct 16" Tie-in sta 27+29 & 0+00	\$ (6,354.10)	2	\$ (12,708.20)	2	\$ (12,708.20)
	Modification # 2					
35	extra 12" water added to con. Mod # 2	\$ 70.00	165	\$ 11,550.00	160	\$ 11,200.00
36	20" steel bore under KK con. Mod # 2	\$ 350.00	75	\$ 26,250.00	75	\$ 26,250.00
	Modification # 3					
38	Install 12" Valve and relocate fire hydrant	\$ 5,562.90			1	\$ 5,562.90
39	Install 12" Cap and 16" Cap on water line	\$ 1,470.49			1	\$ 1,470.49
40	Install 6" line and connect to fire hydrant	\$ 3,096.13			1	\$ 3,096.13
	Subtotal Connecting Water Improvements			\$ 309,978.83		\$ 313,728.35
	Fiber Conduit					
34	2" Schedule 40 PVC	\$ 20.00	3000	\$ 60,000.00	2785	\$ 55,700.00
	Modification # 3					
37	Install Fiber optic cable and test	\$ 29,706.51			1	\$ 29,706.51
	Subtotal Fiber Conduit			\$ 60,000.00		\$ 85,406.51

Modification # 3

42	Asphalt parking force account	\$ 30,096.21	1	\$ 30,096.21
TOTALS		\$ 1,441,556.33		\$ 1,496,161.16

Compensation for the work performed shall be in as outlined below herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$1,354,877.75
Contract Modification No. 1	INCREASE	\$48,878.58
Contract Modification No. 2	INCREASE	\$34,300.00
Contract Modification No. 3	INCREASE	\$54,604.83
Revised Contract Amount		\$1,496,161.16

The contract time will change to August 20, 2011.

Sincerely,

Nancy Viselli
City Administrator

Hutchins Telecom Inc hereby accepts the terms and conditions of Contract Modification No. 3.

Hutchins Telecom Inc

Date

Engineer recommends approval of Contract Modification No. 3.

Eric Hibdon, PE

Date

Submission Date: July 13, 2011

Submitted By: City Engineer

Board Meeting Date: July 21, 2011

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

Description of Item:

Award the proposed Construction Contract No. OB11-011 for the Mariner Circle, Swiss Village, Summit Circle and Winn Road Improvements

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

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

Why is Board Action Required?

Board approval required for contracts over \$5000.

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

A motion to approve the contract award.

Are there any deadlines associated with this action?

In order for this project to be completed prior to winter, we need to get this awarded as soon as possible.

Comments and Recommendation of Department:

Bids were opened on July 12, 2011. There were three bidders. The low bidder is Hutchins Telecom in the amount of \$96,777.75. The bid abstract is attached. We have done work with Hutchins Telecom in the past and recommend approval.

This project is a combination of projects. There are three cul-de-sacs included with this work. There are two on Mariner Circle and one on Swiss Village Road. The work on Winn Road is to modify the existing drainage system. The work on Summit Circle is to fix a concrete drainage structure that is causing storm drainage problems.

000055

The Mariner Circle, Swiss Village Road, and Winn Road work is being paid for by the Osage Beach Special Road District. I will be talking with the Osage Beach Special Road District on Monday July 18, 2011 since some of the work is over budget. Overall the work is under budget.

Funding for the City's portion of this work will come from 20-00-773155 Misc. Streets. There is \$83,286.71 remaining in this account as of the June Financial Statements.

The Osage Beach Special Road District is expected to approve funding at their meeting on Monday July 18, 2011. Upon receipt of that approval, the Engineering Department recommends approval of this contract award to Hutchins Telecom.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BID TABULATION
 Mariner Circle, Swiss Village, Summit Circle 1
 OB11-011

BID Opening July 12, 2011

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Hutchins Telecom LLC		Stockman Construction Corp.		APAC Missouri		
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	
Section 1-Swiss Village												
1	Subgrade Preparation	419	SY	\$20.00	\$8,380.00	\$ 22.00	\$ 9,218.00	\$ 20.00	\$ 8,380.00	\$23.39	\$ 9,800.41	
2	Bituminous Stabilized Base Course 3 in Dep	306	SY	\$13.00	\$3,978.00	\$ 20.00	\$ 6,120.00	\$ 20.30	\$ 6,211.80	\$17.64	\$ 5,397.84	
3	Asphaltic Concrete Pavement 2 in Depth	306	SY	\$10.00	\$3,060.00	\$ 17.00	\$ 5,202.00	\$ 16.75	\$ 5,125.50	\$13.96	\$ 4,271.76	
4	Seed, Fertilizer and Mulch	250	SY	\$8.00	\$2,000.00	\$ 4.00	\$ 1,000.00	\$ 4.50	\$ 1,125.00	\$8.63	\$ 2,157.50	
TOTAL SECTION 1-SWISS VILLAGE					\$17,418.00		\$21,940.00		\$20,842.30		\$21,627.51	
Section 2-Mariner Circle												
5	Subgrade Preparation	649	SY	\$30.00	\$12,980.00	\$ 22.00	\$ 14,278.00	\$ 22.50	\$ 14,602.50	\$28.39	\$ 18,425.11	
6	Rip Rap Type 1	61	SY	\$41.00	\$2,501.00	\$ 42.00	\$ 2,562.00	\$ 65.00	\$ 3,965.00	\$48.39	\$ 2,951.79	
7	Bituminous Stabilized Base Course 3 in Dep	363	SY	\$13.00	\$4,719.00	\$ 22.00	\$ 7,986.00	\$ 21.50	\$ 7,804.50	\$18.01	\$ 6,537.63	
8	Asphaltic Concrete Pavement 2 in Depth	363	SY	\$10.00	\$3,630.00	\$ 18.25	\$ 6,624.75	\$ 18.00	\$ 6,534.00	\$14.75	\$ 5,354.25	
9	Concrete Barrier Curb and Gutter	75	LF	\$20.00	\$1,500.00	\$ 33.00	\$ 2,475.00	\$ 30.00	\$ 2,250.00	\$28.93	\$ 2,169.75	
10	Guardrail	40	LF	\$40.00	\$1,600.00	\$ 85.00	\$ 3,400.00	\$ 86.00	\$ 3,440.00	\$75.00	\$ 3,000.00	
11	Cashworthy End Terminal	2	EA	\$2,300.00	\$4,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$2,200.00	\$ 4,400.00	
12	Seed, Fertilizer and Mulch	178	SY	\$8.00	\$1,424.00	\$ 4.00	\$ 712.00	\$ 4.50	\$ 801.00	\$8.63	\$ 1,536.14	
TOTAL SECTION 2-MARINER CIRCLE					\$32,954.00		\$43,037.75		\$44,397.00		\$44,374.67	
Section 3-Winn Road												
13	Rip Rap Type 1	32	SY	\$41.00	\$1,312.00	\$ 42.00	\$ 1,344.00	\$ 73.00	\$ 2,336.00	\$60.65	\$ 1,940.80	
14	Standard 48-inch dia Manhole	1	EA	\$2,500.00	\$2,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,700.00	\$ 1,700.00	\$2,310.02	\$ 2,310.02	
15	12" Flared End Section	1	EA	\$250.00	\$250.00	\$ 235.00	\$ 235.00	\$ 336.00	\$ 336.00	\$217.27	\$ 217.27	
16	18" Flared End Section	2	EA	\$300.00	\$600.00	\$ 300.00	\$ 600.00	\$ 326.00	\$ 652.00	\$333.28	\$ 666.56	
17	12" Corrugated Metal Pipe	47	LF	\$45.00	\$2,115.00	\$ 22.00	\$ 1,034.00	\$ 50.00	\$ 2,350.00	\$56.63	\$ 2,661.61	
18	18" Corrugated Metal Pipe	196	LF	\$60.00	\$11,760.00	\$ 26.00	\$ 5,096.00	\$ 44.00	\$ 8,624.00	\$102.44	\$ 20,078.24	
19	Concrete Catch Basin	1	EA	\$2,500.00	\$2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 17.00	\$ 17.00	\$2,603.68	\$ 2,603.68	
20	Gravel Driveway Repair	22	SY	\$16.00	\$352.00	\$ 26.00	\$ 572.00	\$ 17.00	\$ 374.00	\$31.78	\$ 699.16	
21	Asphaltic Concrete Pavement 3 in Depth-Top	4	SY	\$13.00	\$52.00	\$ 45.00	\$ 1,800.00	\$ 55.00	\$ 2,200.00	\$371.49	\$ 1,485.96	
22	Concrete Driveway Apron	31	SY	\$45.00	\$1,395.00	\$ 85.00	\$ 2,635.00	\$ 113.00	\$ 3,503.00	\$70.54	\$ 2,186.74	
23	Seed, Fertilizer and Mulch	121	SY	\$8.00	\$968.00	\$ 4.00	\$ 484.00	\$ 7.50	\$ 907.50	\$8.63	\$ 1,044.23	
TOTAL SECTION 3-WINN ROAD					\$23,804.00		\$17,700.00		\$25,132.50		\$35,894.27	
Section 4-Summit Circle												
24	Install Concrete Flume with curbs, new curb	1	LS	\$12,000.00	\$12,000.00	\$ 4,000.00	\$ 4,000.00	\$13,500.00	\$ 13,500.00	\$12,254.47	\$ 12,254.47	
TOTAL SECTION 4-SUMMIT CIRCLE					\$12,000.00		\$ 4,000.00		\$13,500.00		\$12,254.47	
25	Mobilization from Swiss Village Road, Mar	1	LS	\$10,000.00	\$10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$5,372.74	\$ 5,372.74	
26	Force Account Work	1	LS	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	
TOTAL FOR ALL					\$101,176.00		\$96,777.75		\$113,871.80		\$124,523.66	

Submission Date: July 14, 2011
Submitted By: Public Works Superintendent
Board Meeting Date: July 21, 2011

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

Description of Item:

Replacement Grinder Station Panels

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

Staff, Visitors, Citizens

Why is Board Action Required?

Capital purchase

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

Motion to purchase

Are there any deadlines associated with this action?

As soon as possible

Comments and Recommendation of Department:

Bid requests were sent to six vendors and one responded: Municipal Equipment. The budgeted amount for (13) 6.2 horsepower duplex panels, (9) 2 horsepower simplex panels, and (9) 2 horsepower duplex panels is \$59,535.00. The bid amount is \$55,624.00.

Staff recommends the bid be awarded to Municipal Equipment. This will be charged to Account # 35 774255.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Superintendent.

