



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
April 4, 2013 – 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 03/21/2013 (Page 01)
- Bills List (Page 08)

UNFINISHED BUSINESS

- A. Bill No. 13-16. Establishing a Collective Bargaining Process. Second Reading (Page 21)

NEW BUSINESS

- A. Certification of Election Results (Page 25)
- B. Oaths of Office (Page 27)
- C. Election of President of the Board of Aldermen (Page 28)
- D. Bill No. 13-19. Authorizing Mayor to Execute Missouri Highways and Transportation Commission Global Navigation Satellite Real Time Network for Continuously Operating Reference Stations User's Responsibility and Agreement for the Use and Access of Data. First Reading (Page 29)
- E. Preliminary Plat of Bella Harbor Subdivision (Page 38)
- F. Bill No. 13-20. Final Plat of Bella Harbor Subdivision. First and Second Readings (Page 38)
- G. Bill No. 13-21. Authorize Mayor to Execute Construction Contract for the Application of Slurry Seal to City Streets. (Page 42)
- H. Bill No. 13-22. 2013 Budget Amendment. First and Second Readings (Page 47)
- I. Bill No. 13-23. Authorize Mayor to Execute Contract with Shafer, Kline & Warren, Inc. to Provide Professional Design Services for Sidewalks. First and Second Readings (Page 49)
- J. Authorization to Provide Engineering and Contract Administration Services to the Osage Beach Special Road District for the Reconstruction of Coral Lane (Page 53)
- K. City Paid Lease of Billboards – One at Each End of the City Limits or Electronic Signs on the Grand Glaize Bridge (Page 54)
- L. Proposal by Flying Dragon Disc Golf Club to Construct an 18-hole Disc Golf Course in the Osage Beach City Park (Page 78)
- M. Key Largo Intersection, 54 Expressway (Page 89)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by 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 consideration therefore.

ADJOURN

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

March 21, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, March 21, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker, Alderman Ron Schmitt. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported the following:

- Lake of the Ozarks Council of Local Governments met in the lower level of City Hall on March 18. A large crowd was present including representatives of state and federal elected officials. The guest speaker was Bob Lynch, MoDOT Central District Engineer.
- At the noon Rotary meeting on Tuesday, Senior Police Officer Sam Ford and K-9 Officer Axel were introduced by Chief Davis. There was a lot of interest and questions for the team.
- Mayor Lyons attended a meeting about the Camdenton RIII school bond issue at the Osage Beach Elementary School. The bond issue is a very important issue for the school district and Osage Beach.
- Mayor Lyons was notified that City Clerk Diann Warner had received the Everyday Hero Award from the Missouri City Clerks and Finance Officers Association.

Citizens Communications.

Phyllis Marose spoke in favor of the proposed no tax increase Camdenton RIII school bond issue. She said the contract for the property had been signed contingent upon passage of the bond issue. The bond issue will pay to construct a new \$20 million plus PreK-4 Osage Beach Elementary School; an addition and renovation to the Hurricane Deck Elementary; security upgrades at Dogwood, Hawthorn, Oak Ridge and the Middle School; and refinance outstanding lease purchase certificates, for a total of \$43 million. Mrs. Marose asked for a Resolution of Support from the Board of Aldermen. Alderman Catcott asked when construction would begin if the bond issue passes and Mrs. Marose said the Fall of 2013 and opening the Fall of 2014.

Alderman Kahrs moved to prepare a Resolution to support the Camdenton R-III School District bond issue. Alderman Schmitt seconded the motion. Alderman Rucker commented that School of the Osage is also located in Osage Beach and has a bond issue on the April 2nd ballot.

The motion to support the Camdenton R-III bond issue was voted on and unanimously passed.

Alderman Rucker moved to support the April 2nd School of the Osage bond issue. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Gary Thompson said he and his wife held a 42 mile event around Osage Beach City Park and the

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State Park. He expressed his appreciation to Brian Willey for opening the gate and turning on the lights at 5 a.m. for the 106 participants. Mr. Thompson said twelve states were represented and more adventure races are planned for the future.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on March 7, 2013, the bill list as submitted, and a liquor license to Express Mart. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 13-11. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 3, SEWERAGE DESIGN, SUBSECTION 5. b. PRESSURE PIPE

Mayor Lyons presented the second and final reading of Bill No. 13-11 by title only. It was noted that Bill No. 13-11 has been available for public review. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-11. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-11 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Rucker. "Nays": None. Bill No. 13-11 was passed and approved as Ordinance No. 13.11.

New Business.

Presentation by Warren Witt, Ameren.

Mr. Witt requested support for legislation in Missouri that would change how electric companies are regulated. The legislation would improve electric infrastructure and economic development and allow for a strong infrastructure which is what manufacturing companies look for. Mr. Witt said the legislation is already in place for gas and water companies but not for investor owned utilities. City Administrator Nancy Viselli commented that the Lake of the Ozarks Regional Economic Development Council (LOREDC) has supported the proposed legislation.

Alderman Rucker moved to support the proposed legislation by sending letters to legislators. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Bill No. 13-15. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAKE OZARK GROUNDS MAINTENANCE, LLC, FOR BASEBALL & SOCCER TURF GRASS MAINTENANCE

Assistant City Administrator Jeana Albertson explained that proposals were opened on March 1, 2013, for the Baseball & Soccer Turf Grass Maintenance Services. Three companies responded to the request, with Lake Ozark Grounds Maintenance, LLC coming in at the lowest, most qualified responder.

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The contract will provide turf maintenance (fertilizing, seeding, aerating, etc.) for all sports fields at both the Osage Beach City Park and Peanick Park; five baseball fields and three soccer fields in total. The Parks Department will continue to maintain all mowing, weed eating, etc. for both parks but in conjunction with the awarded turf maintenance contractor.

Staff recommends award of a contract to Lake Ozark Grounds Maintenance, LLC to supply turf maintenance services for all the City's sports fields for an annual fee not to exceed \$16,852 with the option to renew for one (1) additional year. Lake Ozark Grounds Maintenance, LLC has sports field maintenance experience, appropriate certifications for said services to be completed, and references have been very favorable. Lake Ozark Grounds Maintenance, LLC conducted their own site visit to assess the fields' conditions.

During the budget process \$12,000 was added to account 10-10-743100 - Maintenance and Repair to accommodate an outside turf field maintenance contract but the estimate was only for the Osage Beach City Park sports fields (three baseball/three soccer). However, the RFP was written to include both the Osage Beach City Park and Peanick Park fields for turf maintenance as Peanick Park is in as much need for turf maintenance as the Osage Beach City Park sports fields (Peanick Park has two baseball fields). Both parks' fields are rented by various groups throughout the year.

FY2013 Budget for 10-10-743100 Maintenance and Repair is \$20,000. If request is approved for \$16,852; \$3,148 will remain for other maintenance and repair items. If this account is found to be insufficient at year end due to all other park maintenance and repair expenses exceeding the remaining \$3,148 (Note: Expenses for FY2012=\$6,954 and FY2011=\$5,059) a budget adjustment may be required.

Discussion followed on the best maintenance plan for the fields. City Attorney Ed Rucker said that proposals were requested for turf maintenance and the service was not advertised as a bid. He added that there are three responses to the request and advised that it is the Board's prerogative to choose the company they determine has the best turf maintenance plan.

After discussing the services offered by each, Alderman Kahrs said that without the right people and equipment, we would continue to have issues. Alderman Kahrs then moved to award the contract to TurfMark Services. Alderman Catcott seconded the motion.

Alderman Kahrs withdrew the motion and Alderman Catcott the second.

Alderman Kahrs then moved to amend Bill No. 13-15 by deleting Lake Ozark Ground Maintenance LLC and inserting the name TurfMark Services LLC, and deleting the amount of \$16,852 and inserting the amount of \$36,400. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the first reading of Bill No. 13-15 as amended by title only. It was noted that Bill No. 13-15 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill No. 13-15 as amended. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

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Mayor Lyons presented the second and final reading of Bill No. 13-15 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 13-15. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-15 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Rucker, Alderman Catcott. "Nays": None. Bill No. 13-15 was passed and approved as Ordinance No. 13.15.

Bill No. 13-16. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS WITHIN CHAPTER 125, SPECIFICALLY SECTIONS 125.260, 125.270, 125.280 AND 125.290 ALL RELATING TO COLLECTIVE BARGAINING BY CITY EMPLOYEES

City Attorney Ed Rucker explained that Bill No. 13-16 addresses the collective bargaining process for the City. It sets out a structure for the designation of a bargaining unit, the determination of a bargaining agent and the bargaining process.

Recent decisions of the Missouri Supreme Court have extended collective bargaining to public employees. See *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. Banc 2007), *Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15, v. City of Chesterfield*, 386 S.W.3d 755 (Mo. Banc 2012), *American Federation of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. banc 2012).

Mayor Lyons presented the first reading of Bill No. 13-16 by title only. It was noted that Bill No. 13-16 has been available for public review.

Following discussion, Alderman Rucker moved to amend Bill No. 13-16, Section 125.280, by inserting the words and *approved by the Board of Alderman*, immediately following the words designated by the Mayor. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Alderman Schmitt moved to approve the first reading of Bill No. 13-16 as amended. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Bid Award. Water Treatment and Sewer Odor Control Chemicals

Superintendent of Public Works Rick King explained that the current contract for chemicals has expired. Bids were solicited from five vendors with two responding. DPC Enterprises was the low bidder on sodium hypochlorite (chlorine) at \$1.57 per gallon with a \$40 per drum deposit, hydrofluosilicic acid (fluoride) at \$.495 per pound with a \$20 per carboy deposit. These prices include delivery. Brenntag was the only bidder on sodium hydroxide (caustic) at \$.205 per pound with a \$50 per drum deposit and \$50 fuel surcharge per delivery. Staff recommends the bid be awarded to DPC for hydrofluosilicic acid and sodium hypochlorite and Brenntag for sodium hydroxide. The account numbers will be 30-761-600 and 35-762-700.

Alderman Kahrs moved to award the bid for water treatment and sewer odor control chemicals to DPC Enterprises for the fluoride and to Brenntag for the sodium hydroxide as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

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Bid Award. Bunker and Infield Rake

Assistant City Administrator Jeana Woods explained that four different machines were quoted in the bids that were received for the Bunker Rake and Infield Groomer Machine and Equipment Bid; all of which met the specifications in the bid request.

The Parks Department recommends purchasing the 2011 John Deere 1200A demo machine (with less than 40 hours) for \$11,781.11 with the additional Light Kit for \$316.79 for a total price of \$12,097.79 (Budgeted \$13,600, Acct. #10-10-774255).

The 2011 John Deere 1200A includes a front blade, mid-mount base with scarifier, and rear ball field conditioner as bid request stated. The 2011 was not only the lowest costing machine bid but also includes full warranty as with a new machine purchased and service for said machine can be handled locally.

Alderman Olivarri moved to award the bid for the bunker and infield rake to Van-Wall Equipment in the amount of \$11,781.11 for a 2011 John Deere. Alderman Catcott seconded the motion which was voted on and unanimously passed.

City Sponsored Billboards.

Mayor Lyons announced that she was approached by several business owners asking if the City would consider leasing billboard space as you enter Osage Beach (from either the East or the West side of town) advertising that the City has shopping, restaurants, entertainment, etc.; enticing people to exit as they travel the 54 Expressway. Mayor Lyons asked the City Administrator to contact Lamar Advertising to see what a billboard would cost. Former Alderman Rich Martin, who works at Lamar, indicated that we could lease a billboard for \$500 per month, with a one-time cost of \$720 for the vinyl (the actual ad). This would be similar to what the Bagnell Dam Strip Association did as you are coming from Jefferson City and exit by Bagnell Dam/Lake Ozark. Rich said that MoDOT would not allow more than three individual business names; therefore the Lake Ozark billboard (which originally listed more than three individual business names) was changed to be more generic. He also said the City "might get a discount".

At the price quoted, it would cost the City \$13,440 to place a billboard at each end of town for one year. The City budgeted \$5,000 for economic development in our 2013 Budget, as well as \$400,000 for a welcome sign on the west end of town. If the Board is interested in pursuing this idea, staff could bring this to the Board for approval with a budget amendment if necessary.

The purpose of placing this on the agenda is to find out if this is something the Board would be interested in doing. If so, a motion to direct staff to begin this process would be in order.

Alderman Kahrs said he would rather the funds come from the \$400,000 budgeted for the digital sign and look at locations for placing the signs.

Alderman Kahrs moved to direct staff to find out the cost and determine the placement of the signs. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

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Communications from Board Members.

Alderman Schmitt. Ron Schmitt complimented Molotoft Cocktails on their advertisement.

Alderman Catcott. Fred Catcott congratulated the City Clerk on her award.

Alderman Kahrs. Steve Kahrs questioned when MoDOT plans to install the directional signs along the expressway. City Engineer Nick Edelman said he would follow up with MoDOT.

Alderman Rucker. Kevin Rucker questioned how the excess right of way would be distributed. City Engineer Edelman responded that the property would be surveyed before proceeding with vacating property and excess right of way.

Alderman Rucker read a letter from Representative Rocky Miller to Dave Silvester about the Key Largo intersection specifically proceeding with a proposal and a cost estimate for the following:

1. Improve the right hand out as planned in previous MoDOT plans.
2. Retain the left hand in as constructed.
3. Emphasize and delineate the existing right hand in and possibly decrease the amount of curvature.
4. Do not add traffic control such as a round about or lights at Osage Beach Parkway.

Mayor Lyons suggested asking Representative Miller if he has received a response from Mr. Silvester. She said the Key Largo intersection would be placed on the next agenda.

Alderman Olivarri. John Olivarri said the award received by the City Clerk is a good example of the great staff that the City has even though staff is not mentioned in every meeting. He also said he appreciates Brian Willey's work at the park. Alderman Olivarri added that he thinks staff is great.

Staff Communications.

Police Department. Chief Todd Davis reported that he attended a DARE graduation during the last Board of Aldermen meeting with 140 students graduating. He invited elected officials to attend the Camden County Swat Team training exercise at noon at the west side of the hospital on March 22nd. Chief Davis reported that the annual golf tournament to support special police projects will be held April 26 at Sycamore Creek Golf Club. Special Police Projects supports local charities and scholarships for seniors.

Chief Davis reported that the open house for Citizens Against Domestic Violence would be tomorrow from 1-4 in Camdenton.

City Planner. Cary Patterson he would appreciate a positive vote for the Camdenton R-III School District bond issue that would bring \$20 million in construction to Osage Beach.

Superintendent of Public Works. Rick King reported that Summit Natural Gas would be holding required training for public works employees next week. He reported that he has only had one

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complaint about the contractors installing the gas lines.

Parks Manager. Brian Willey reported that the first tournament would be held April 20 at the Osage Beach City Park.

Executive Session. Alderman Schmitt moved to close the meeting as allowed by 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 consideration therefore. Alderman Olivarri seconded the motion. The following roll call vote was taken to close the meeting: “Ayes”: Alderman Farmer, Alderman Schmitt, Alderman Rucker, Alderman Catcott, Alderman Kahrs, Alderman Olivarri. “Nays”: None. The meeting was therefore closed.

CLOSED SESSION

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

No announcements were made following the closed session.

There being no further business to come before the Board, the meeting adjourned at 8:25 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on March 21, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 4, 2013**

Bills Paid Prior to Board Meeting	161,767.84
Payroll Paid Prior to Board Meeting	124,845.81
SRF Transfer Prior to Board Meeting	224,600.06
TIF Transfer Prior to Board Meeting	183,229.06
TIF Pilots Transfer Prior to Board Meeting	9,347.66
Bills Pending Board Approval	224,128.72
Total Expenses	<u>927,919.15</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	Case# 26v050500201	344.31			
			State Withholding	4,084.00			
			Fed WH	12,835.49			
			FICA	7,738.22			
			Medicare	1,809.71			
			BANKCARD CENTER 3374	SALE OF 2006 CV, 2000 CHEV	129.40		
				ICMA	Retirment 457 &	669.43	
				Retirement 457	823.19		
				Loan Repayments	987.31		
				Loan Repayments	845.71		
				401 Loan Payment	376.53		
				401 Loan Payment	337.69		
				Loan Repayments	365.68		
				Loan Repayments	318.78		
				Loan Repayments	242.25		
				Retirement Roth IRA	180.00		
				CAMDEN COURT	Case No. 11CM-SC00049	83.56	
					THE BANCORP BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi		1,471.83		
			ONE TIME VENDOR	Bond Refund:111538058-01	65.00		
			TOTAL:		33,783.09		
			Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC INTERNAL REVENUE SERVICE	LEONARD'S SON	21.75
						WOODSON'S GRANDMOTHER	49.47
FICA	183.93						
Medicare	43.01						
Retirement 401	140.50						
ANNUAL DINNER	250.00						
LAKE OF THE OZARKS LODGE No 2517	VOLUNTEER APPRECIATION DIN	1,418.50					
TOTAL:	2,107.16						
Collector	General Fund	INTERNAL REVENUE SERVICE				FICA	21.36
						Medicare	5.00
			TOTAL:	26.36			
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	426.59			
			Medicare	99.76			
			ICMA	Retirement 401	424.41		
			THE BANCORP BANK	HSA Family/Dep. Contributi	100.00		
			KAIZEN INC	PROFESSIONAL DEV ACADEMY	840.00		
			TOTAL:	1,890.76			
City Clerk	General Fund	WARNER, DIANN INTERNAL REVENUE SERVICE	MILEAGE REIMB	93.80			
			FICA	417.71			
			Medicare	97.68			
			ICMA	Retirement 401	362.75		
			THE BANCORP BANK	HSA Contribution	25.00		
			KAIZEN INC	HSA Family/Dep. Contributi	100.00		
PROFESSIONAL DEV ACADEMY	420.00						
TOTAL:	1,516.94						
City Treasurer	General Fund	BANKCARD CENTER 3358 INTERNAL REVENUE SERVICE	TYLER CONNECT 2013 A WHITE	695.00			
			FICA	475.38			
			Medicare	111.18			
			ICMA	Retirement 401	469.02		
			THE BANCORP BANK	HSA Family/Dep. Contributi	150.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	420.00
			TOTAL:	2,320.58
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	296.25
			Medicare	69.28
		ICMA	Retirement 401	289.53
		THE BANCORP BANK	HSA Family/Dep. Contributi	50.00
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	420.00
			TOTAL:	1,125.06
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	322.06
			Medicare	75.32
		ICMA	Retirement 401	321.66
		BANKCARD CENTER 5569	SCRAPER	2.00
		BANKCARD CENTER 2268	COPIERS FOR TRUCKS	269.95
			TYLER CONNECT TRAINING	400.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	420.00
			TOTAL:	1,960.99
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERVICE	3,762.70
		BANKCARD CENTER 5569	ICE MELT	119.82
			TOTAL:	3,882.52
Parks	General Fund	AMEREN MISSOURI	LOWER DIAMOND LIGHTS	10.71
			CITY PARK #2 DISPLAY C	9.79
			FISH HATCHERY RD SOCCER FL	19.54
			CITY PARK #2 DISPLAY D	9.79
			FISH HATCHERY RD BALL FLDS	275.43
			CITY PARK #2 DISPLAY B	9.79
			BALL DIAMONDS CONS STAND	16.23
			CITY PARK #2 DISPLAY A	9.79
			HWY 42 BALL PK LIGHTS	9.79
			CITY PARK #2 IRRIGATION PU	9.95
		INTERNAL REVENUE SERVICE	FICA	286.73
			Medicare	67.05
		ICMA	Retirement 401	224.40
		CARD SERVICES 8646	PARK DEPT WORK BOOTS	100.00
			PARK DEPT WORK BOOTS	154.99
			PARK DEPT WORK BOOTS	100.00
			PARK DEPT WORK BOOTS RETUR	154.99-
		BANKCARD CENTER 5569	OPEN/CLOSED SIGNS	26.00
			BAKERS OVEN	350.00
			PEST CONTROL, PESTICIDES B	43.00
			LODGING B WILLEY	89.46
			SCRAPERS	11.00
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	100.00
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	420.00
		MO DIVISION OF ALCOHOL & TOBACCO CONTR	ALCHOLO LIC RENEWAL 7/13-6	50.00
		WCA WASTE CORPORATION	FEB PORT-A-LET SERV	125.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,398.45
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	HEART HEALTH LUNCH	229.61
		ROBINETT, TRACY	TUITION REIMB	427.50
		INTERNAL REVENUE SERVICE	FICA	122.37
		ICMA	Medicare	28.62
		BANKCARD CENTER 5569	Retirement 401	121.46
		THE BANCORP BANK	INCENTIVE PROGRAM	3,187.50
		KAIZEN INC	HSA Family/Dep. Contributi	50.00
			PROFESSIONAL DEV ACADEMY	420.00
			TOTAL:	4,587.06
Overhead	General Fund	AT & T/CITY HALL	MAR SERVICE	2,180.99
		HY-VEE FOOD & DRUG STORES INC	WORKER'S COMP	13.34
		PITNEY BOWES GLOBAL	MAR RENTAL	756.00
		CHARTER BUSINESS	MAR SERVICE	7.00
			TOTAL:	2,957.33
Police	General Fund	ARNALL, RICK	MILEAGE REIMB 03/10, 03/12	180.80
		INTERNAL REVENUE SERVICE	FICA	3,082.06
		LEYVA, PETER	Medicare	720.81
		ICMA	TRAINING MEALS	80.00
		NORTH AMERICAN POLICE WORK DOG ASSOC	Retirement 401	3,025.25
		BANKCARD CENTER 0833	NAPWDA NATIONAL WORKSHOP	275.00
			FLOWERS ELIZABETH CLOVEN	54.87
			FLOWERS LISA WOODSON	63.74
			FLOWERS IVA DANCY	65.28
		THE BANCORP BANK	HSA Contribution	125.00
		ONE TIME VENDOR DRURY INN	HSA Family/Dep. Contributi	800.00
			LODGING - P LEYVA	210.00
			TOTAL:	8,682.81
911 Center	General Fund	AT & T/CITY HALL	MAR E911 SERVICE	1,324.29
		INTERNAL REVENUE SERVICE	FICA	882.48
		ICMA	Medicare	206.38
		THE BANCORP BANK	Retirement 401	881.05
		KAIZEN INC	HSA Contribution	100.00
			HSA Family/Dep. Contributi	100.00
			PROFESSIONAL DEV ACADEMY	410.00
			TOTAL:	3,904.20
Planning	General Fund	BANKCARD CENTER 3333	DOG TREATS, LONG CUFF, SKI	20.45
		INTERNAL REVENUE SERVICE	FICA	266.75
		ICMA	Medicare	62.38
		THE BANCORP BANK	Retirement 401	261.64
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	686.22
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	554.86
		ICMA	Medicare	129.77
		BANKCARD CENTER 5106	Retirement 401	543.44
			MO TRANS ENG ASSOC CONF	205.00
			DRYERS & LORING SHOES ALTO	100.00
			FORD EXTERIOR DOOR HANDLES	34.95
		THE BANCORP BANK	HSA Contribution	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	100.00
			TOTAL:	1,718.02
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	304.45
			Medicare	71.20
		ICMA	Retirement 401	295.57
		AT & T /EMSGTWY_SBC	FEB SERVICE	141.07
		AT & T MOBILITY-CELLS	PD LAPTOPS	79.98
		VERIZON WIRELESS	JAN 22-FEB 21 SERVICE	80.08
		THE BANCORP BANK	HSA Contribution	25.00
			TOTAL:	997.35
Emergency Management	General Fund	BANKCARD CENTER 0833	SEVERE WEATHER WORKSHOP	120.00
			TOTAL:	120.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	384.50
		INTERNAL REVENUE SERVICE	Fed WH	1,151.91
			FICA	692.83
			Medicare	162.04
		ICMA	Retirement 457	50.00
			Loan Repayments	60.91
			401 Loan Payment	16.89
		THE BANCORP BANK	HSA Contribution	20.00
			TOTAL:	2,539.08
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTS	3,488.38
			STREET LIGHTS	1,431.35
		MARSHALL, JERRY	MILEAGE REIMB 03/20-03/26/	18.53
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	114.94
			872 PASSOVER RD STREET LIG	81.15
			KK PALISADES COMMON	110.31
			680 PASSOVER RD LIGHTING C	104.46
			KETTERLIN IN PK FEEDER	198.02
		HAYES, DAVE	MILEAGE REIMB 03/20-03/26/	4.52
		INTERNAL REVENUE SERVICE	FICA	692.83
			Medicare	162.04
		ICMA	Retirement 401	697.37
		PETTY CASH	STAMPS	9.00
			VEHICLE WASH	4.00
			POSTAGE	3.14
			STAMPS	9.20
			POSTAGE	3.09
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	166.49
			TOTAL:	7,323.82
NON-DEPARTMENTAL	Water Fund	FAMILY SUPPORT PAYMENT CENTER	Case #61420083	46.15
		MO DEPT OF REVENUE	State Withholding	217.70
		INTERNAL REVENUE SERVICE	Fed WH	698.88
			FICA	483.71
			Medicare	113.14
		ICMA	Retirement 457	87.50
			Loan Repayments	48.30
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Retirement Roth IRA	12.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	14.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	40.00
			TOTAL:	1,905.92
Water	Water Fund	AMEREN MISSOURI	WELL #2	795.10
			SWISS VILLAGE WELL	1,398.51
			COLUMBIA COLLEGE WELL	889.42
		AMEREN MISSOURI	PARKVIEW WELL	406.84
			BLUFF RD WATER TOWER	848.03
			COLLEGE WELL BEHIND CHURCH	803.26
			KETTERLIN IN PK FEEDER	198.02
			COLUMBIA COLLEGE TOWER	206.31
		HI-TECH AUTO BODY INC	FORD F250 REPAIR #51	1,375.70
		RICHARDS, RON	MILEAGE REIMB 03/06-03/12/	69.15
		INTERNAL REVENUE SERVICE	FICA	483.73
			Medicare	113.15
		ICMA	Retirement 401	484.59
		PETTY CASH	POSTAGE	5.30
			POSTAGE	8.69
			POSTAGE	2.46
			POSTAGE	5.94
			POWER CORD	17.19
			POSTAGE	5.94
			CLOCK, BLEACH, BATTERIES	16.77
			POSTAGE	5.80
			POSTAGE	9.76
			POSTAGE	5.80
		DOLLISON, JOE	MILEAGE REIMB 03/13-03/19/	33.90
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	191.74
			TOTAL:	8,406.10
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	316.80
		INTERNAL REVENUE SERVICE	Fed WH	1,156.17
			FICA	670.44
			Medicare	156.81
		ICMA	Retirement 457	107.50
			Loan Repayments	26.13
			Loan Repayments	65.23
			401 Loan Payment	31.01
			401 Loan Payment	193.85
			Loan Repayments	107.19
			Loan Repayments	92.21
			Retirement Roth IRA	12.50
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS	14.00
		THE BANCORP BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	50.00
			TOTAL:	3,017.34
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,512.80
			GRINDER PUMPS & LIFT STATI	3,823.81
			GRINDER PUMPS & LIFT STATI	2,654.42
			GRINDER PUMPS & LIFT STATI	5,587.24
		GARMANY, DAVID	MILEAGE REIMB 03/06-03/12/	79.10
		AMEREN MISSOURI	514 HWY 42 PUMP	11.55
			454 HWY 42 PUMP	10.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			4587 HWY 54 SEWER	15.01
			701 PA HE TSI	9.79
			459 HWY 42 PUMP	11.96
			709 MALIBU RD 2ND METER	15.53
			KETTERLIN IN PK FEEDER	198.02
		INTERNAL REVENUE SERVICE	FICA	670.42
			Medicare	156.80
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	36,070.64
			TREATMENT PLANT EXPANSION	1,934.00
		ICMA	Retirement 401	664.69
		MCELROY, SHAWN	MILEAGE REIMB 03/20-03/26/	11.30
		PETTY CASH	STAMPS	9.00
			TRUCK WASH	5.00
			GLOVES	10.77
		CARD SERVICES 4091	GLOVES	12.98
			GRASS SEED	49.50
		MO DEPT OF NATURAL RESOURCES	SHAWN McELROY	150.00
			NATHAN EARP	150.00
		EARP, NATHAN	MILEAGE REIMB 03/13-03/19/	124.30
		THE BANCORP BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	191.77
			TOTAL:	55,190.53
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	317.00
		INTERNAL REVENUE SERVICE	Fed WH	941.25
			FICA	651.31
			Medicare	152.32
		ONE TIME VENDOR HUMANA HEALTH CARE PLA	REFUND H11335769	283.26
		LAIR, ALLISON	REFUND OVERPAYMENT	29.78
		HEALTHY ALLIANCE LIFE	REFUND OVERPAYMENT	463.50
		COMMONWEALTH OF MASSAC	REFUND OVERPAYMENT	67.94
			TOTAL:	2,906.36
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	651.31
			Medicare	152.32
		ICMA	Retirement 401	429.65
		ROBERT D KING MD LLC	MAR MEDICAL DIRECTOR SERVI	1,000.00
		BANKCARD CENTER 0833	UNIFORMS	240.25
		THE BANCORP BANK	HSA Family/Dep. Contributi	200.00
		MO DEPT OF LABOR & IND RELATIONS	UNEMPLOYMENT	15.56
			TOTAL:	2,689.09
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	58.20
		INTERNAL REVENUE SERVICE	Fed WH	220.08
			FICA	219.92
			Medicare	51.43
		ICMA	Retirment 457 &	116.87
			TOTAL:	666.50
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL	9.79
			KAISER TERMINAL BLDG	362.09
			NEW AIRPORT HANGAR	89.84
		INTERNAL REVENUE SERVICE	FICA	219.92
			Medicare	51.43
		ICMA	Retirement 401	221.82
		THE BANCORP BANK	HSA Contribution	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,119.89
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	78.80
		INTERNAL REVENUE SERVICE	Fed WH	269.64
			FICA	184.83
			Medicare	43.23
		ICMA	Retirment 457 &	77.91
			TOTAL:	654.41
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	184.83
			Medicare	43.23
		ICMA	Retirement 401	185.57
		THE BANCORP BANK	HSA Contribution	10.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	473.63

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

10	General Fund	74,875.17
20	Transportation	9,862.90
30	Water Fund	10,312.02
35	Sewer Fund	58,207.87
40	Ambulance Fund	5,595.45
45	Lee C. Fine Airport Fund	1,786.39
47	Grand Glaize Airport Fund	1,128.04

	GRAND TOTAL:	161,767.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	MO DEPT OF REVENUE	FEB SALES TAX REPORT	35.00
		STAPLES ADVANTAGE	CLOCK	<u>14.95</u>
			TOTAL:	49.95
City Treasurer	General Fund	MOGFOA	SPRING CONF K BELL, M WELT	<u>180.00</u>
			TOTAL:	180.00
Municipal Court	General Fund	STAPLES ADVANTAGE	POST-ITS, LABELS	<u>14.54</u>
			TOTAL:	14.54
Building Inspection	General Fund	QUILL	EXPAN FILE JACKETS LEGAL	46.99
		FLEET ONE	BLDG DEPT FUEL	32.22
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #45	37.82
		STAPLES ADVANTAGE	SHEET PROTECTORS	<u>22.20</u>
			TOTAL:	139.23
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	MOP HEAD, DUSTMOP, BROOM	120.26
		LAKE SUN LEADER 81525 & 1586450	BIDS-LOWER LEVEL	225.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE	113.80
			COFFEE, HOT CHOCOLATE	99.30
		LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE EXTINGUISHER INSPECTI	50.00
			FIRE EXTINGUISHER INSPECTI	110.00
			FIRE EXTINGUISHER INSPECTI	25.00
		CONTROLLED HEATING & COOLING	REPLACE MOTOR IN AMB BAY	437.25
		AB PEST CONTROL	PEST CONTROL	75.00
		KEEPING CONDOS CLEAN	MAR JANITORIAL SERVICE	1,541.67
		STAPLES ADVANTAGE	FACIAL TISSUE, TP, TOWELS	164.98
		STAPLES ADVANTAGE	FORKS, SPOONS, BOWLS & TOW	<u>60.27</u>
			TOTAL:	3,022.53
		Parks	General Fund	MEEKS BUILDING CENTER
	PADLOCK			12.79
FLEET ONE	PARKS FUEL			181.58
	PARKS FUEL			170.99
O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL, WIPER FLD			15.17
	2CYCLE			3.38
	WIPER BLADE			14.24
BARNES MARINE INC	18" CHAIN			20.00
APAC MO INC	1' BASE			455.00
EZARD'S	HARDWARE			3.98
	FASTENERS			8.16
	CAULK			4.79
	KEYS			1.89
D&R TRUCKING SERVICE LLC	2" BROWN			<u>300.00</u>
	TOTAL:	1,205.07		
Overhead	General Fund	STAPLES ADVANTAGE	COPY PAPER	<u>108.48</u>
			TOTAL:	108.48
Police	General Fund	WALMART COMMUNITY/GEGRB	SAUSAGE BREAKFASTS, BAGS	15.62
		ED ROEHR SAFETY PRODUCTS INC	RED & BLUE LENSES, FOG LT	1,472.52
		FINISHING TOUCH	RORD INTERCEPTORS #19 & #2	770.00
		FLEET ONE	PUBLIC SAFETY FUEL	1,435.56
			PUBLIC SAFETY CAR WASH	60.00
			PUBLIC SAFETY FUEL	1,249.06
	PUBLIC SAFETY CAR WASH	24.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SIRCHIE FINGER PRINT LABORATORIES	EVID BAGS	182.60
		SUN BADGE CO	BADGE	124.50
		JOE MACHENS FORD	SN 1FM5K8AR8DGC21060	25,474.00
			SN 1FM5K8AR1DGC21059	25,474.00
			SN 1FM5K8AR8DGC21057	25,474.00
			SN 1FM5K8ARXDGC21058	25,474.00
		O'REILLY AUTOMOTIVE STORES INC	REPAIR KIT	2.65
			MINI BULBS	5.99
		LAKE CLEANERS	COSTUME CLEANING	15.00
		PSE INSTALLATION	DOG POPPR, ARROW STK, LIGH	189.00
		PUBLIC AGENCY TRAINING COUNCIL	ARREST, SEARCH, SEIZURE-LE	285.00
		ELITE K-9, INC	WORKING BALL, REFLECTV BLK	79.55
		HEDRICK MOTIV WERKS LLC	MOUNT & BAL, TPMS SENSR #	75.66
			TIRE REPAIR #20	25.00
			OIL CHG, THERMOSTAT CEL #3	61.38
			TIRE REPAIR #22	25.00
			LUBE, OIL, FILTER '06 TAUR	32.50
		OSAGE ANIMAL HOSPITAL	EXAM, BOOSTERS, BATH	95.00
		STAPLES ADVANTAGE	MEMORYCARDS	54.57
			TONER	113.84
			SPLS COPY CS, STAPLER, CLE	104.30
			TOTAL:	108,394.30
911 Center	General Fund	STAPLES ADVANTAGE	SPLS COPY CS, STAPLER, CLE	20.60
			TOTAL:	20.60
Planning	General Fund	FLEET ONE	PLANNING FUEL	94.80
			TOTAL:	94.80
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	73.00
			CITY ENG FUEL	154.68
			TOTAL:	227.68
Information Technology	General Fund	FLEET ONE	IT FUEL	65.12
		STAPLES ADVANTAGE	BARRACUDA 2TB 7200RPM INTE	219.98
		MO STATE AGENCY FOR SURPLUS	ELECTRICAL SUPPLIES	25.00
			SWITCHES, SERVERS	180.00
			TOTAL:	490.10
Transportation	Transportation	MEEKS BUILDING CENTER	4X4 8' TREATED	11.12
		FLEET ONE	TRANS FUEL	631.91
			TRANS FUEL	665.23
		JACK'S MUNICIPAL SALE & SERVICE INC	SIGNS	43.54
		O'REILLY AUTOMOTIVE STORES INC	PVC GROMMET, HITCH PIN	7.57
			LIGHT	3.99
			CONNECTOR	2.99
			WIPER BLADES	33.98
			ELECT TAPE, WIPER BLADES	36.56
			WINTER BLADES	19.98
		LAKE SUN LEADER 81525 & 1586450	BIDS- SLURRY SEAL PROJECT	211.50
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	16.00
			FAXES	4.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STAPLES ADVANTAGE	COPY PAPER	27.12
			BP 800FT 6-PK HWT NATURAL	26.69
		MISSOURI LOCAL TECHNICAL ASST PROGRAM	WORK ZONE SAFETY/FLAGGER	120.00
			WORK ZONE SAFETY/FLAGGER	90.00
		EZARD'S	CONCRETE MIX	5.49
			WINDEX	3.29
			FASTENERS	4.20
			TOTAL:	2,021.08
Water	Water Fund	FLEET ONE	WATER FUEL	509.13
			WATER FUEL	413.46
		GOEHRI, GEORGE	APR PREMIUMS	79.68
		SCHULTE SUPPLY INC	METERS	1,327.50
		O'REILLY AUTOMOTIVE STORES INC	TIE DOWN	19.99
		OSAGE LOCK INC	LEVER LOCK	215.00
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		BRENNTAG MID SOUTH INC	FLUORIDE, CHLORINE	2,115.87
			DRUM RETURNS	1,250.00-
		HD SUPPLY WATERWORKS LTD	BELL HARNESSSES	431.48
			LMI REPAIR KITS	191.36
			PJCTS CPLG	201.24
		OCV CONTROL VALVES	ASSY, EJECTOR 3/8"	87.83
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	28.44
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	28.44
			WATER DEPT FLOOR MATS	6.45
			TOTAL:	4,447.32
Sewer	Sewer Fund	PURCELL TIRE CO	TIRES #67	381.10
			TIRES #72	336.62
		MCDUFFEY LAB	FECAL ANALYSIS	20.00
			FECAL ANALYSIS	20.00
		EZARD'S	CAULK, TIES, GREAT STUFF	71.00
			DOOR CHINE, TRANSFORMR, SW	21.27
			DOOR CHIME, TRANSFORMER	16.98-
			GRINDER CUTTING BLADES	12.85
			TOP SOIL, ELBOW INSERT	14.03
			TOP SOIL	11.45
			TOGGLE SWITCH	4.29
		FLEET ONE	SEWER FUEL	561.21
			SEWER FUEL	298.39
		SIEMENS INDUSTRY INC	ODOR CONTROL	1,750.00
		LAKE SUN LEADER 81525 & 1586450	SEWER DEV CHARGES	49.50
		CONSOLIDATED ELECTRICAL DISTR, INC	MULTITONE ELEC HRN	77.13
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	36,061.83
			TREATMENT PLANT EXPANSION	1,934.00
		BRENNTAG MID SOUTH INC	CHLORINE	1,074.98
			DRUM RETURNS	725.00-
		R MILLER COMPANIES LLC	SURVEY SEWER EASEMENTS	1,920.00
		DAM STEEL SUPPLY	ALUMINUM FLAT BARS	118.00
		HD SUPPLY WATERWORKS LTD	SELF RETRACTING LIFE LINES	1,956.90
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE # 50	41.95
		JCI INDUSTRIES INC	PUMP REPAIR SN 0020286	1,900.00
			PUMP REPAIR SN#L91193	1,295.00
			PUMP REPAIR SN#OG52986	1,295.00
			PUMP REPAIR SN#997	1,295.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PUMP REPAIR SN#599	1,295.00
			PUMP REPAIR SN#589	1,295.00
			PUMP REPAIR SN 0009639	4,288.73
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	37.04
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	37.04
			SEWER DEPT FLOOR MATS	6.45
		STAPLES ADVANTAGE	CUPS	38.50
		ECCO ELECTRIC LLC	CUTLER HAMMER DIM MODULE	<u>345.00</u>
			TOTAL:	59,128.73
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	129.10
			AMB FUEL	60.34
		AIRGAS, INC	OXYGEN	20.35
			OXYGEN	22.75
		MO STATE AGENCY FOR SURPLUS	TOUGHBOOK	<u>400.00</u>
			TOTAL:	632.54
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	0.00
			LCF CAR WASH	0.00
			LCF FUEL	66.30
			LCF CAR WASH	0.00
		NAEGLER OIL CO	AV GAS	12,646.43
			JET A FUEL	20,369.35
		MO PILOTS' ASSOCIATION	MO AVIATION DAY	100.00
		EZARD'S	PHOTOELEC CNTRL, PLIER, BL	<u>51.46</u>
			TOTAL:	33,233.54
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL	0.00
			GG FUEL	0.00
		GB MAINTENANCE SUPPLY	TOWELS, TP	19.91
			TP, TOWELS	81.51
		NAEGLER OIL CO	AV GAS	10,117.11
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	37.98
			OIL FILTER RETURNS	17.32-
		MO PILOTS' ASSOCIATION	MO AVIATION DAY	100.00
		EZARD'S	PLUMBING SUPPLIES	7.99
		CROWN PRODUCTS INC	HOUSING & FUEL GUARD	<u>371.05</u>
			TOTAL:	10,718.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund			113,947.28
20	Transportation			2,021.08
30	Water Fund			4,447.32
35	Sewer Fund			59,128.73
40	Ambulance Fund			632.54
45	Lee C. Fine Airport Fund			33,233.54
47	Grand Glaize Airport Fund			10,718.23

 GRAND TOTAL: 224,128.72

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS WITHIN CHAPTER 125, SPECIFICALLY SECTIONS 125.260, 125.270, 125.280 AND 125.290 ALL RELATING TO COLLECTIVE BARGAINING BY CITY EMPLOYEES

WHEREAS, recent decisions of the Missouri Supreme Court have extended collective bargaining to public employees, see *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. Banc 2007), *Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15, v. City of Chesterfield*, 386 S.W.3d 755 (Mo. Banc 2012), *American Federation of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. banc 2012); and,

WHEREAS, the city is in need of an ordinance to manage the collective bargaining process for the city including the designation of a bargaining unit, the determination of a bargaining agent and the bargaining process:

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

Section 1. There is hereby enacted into law the following Sections 125.260, 125.270, 125.280 and 125.290 as follows:

SECTION 125.260: ESTABLISHMENT OF A BARGAINING UNIT

Any labor organization seeking designation as a bargaining agent to represent employees of the City is to submit a specific, written description of the bargaining unit sought, together with specific exclusions via certified mail to the City Clerk addressed to the Mayor.

1. Within fourteen (14) days of receipt, the Mayor shall appoint a three (3) person Recognition Committee (consisting of the City Administrator and 2 members appointed from among the members of the Board of Aldermen) which shall consider the appropriateness of the requested unit and on behalf of the City either:

- a. Agree to the unit,
- b. Send the description back to the labor organization for further specificity, or
- c. Reject the unit as being inappropriate with specific, written reasons for the rejection.

2. The labor organization submitting the application can either accept the Recognition Committee's decision regarding the bargaining unit or appeal to the Board of Aldermen within fourteen (14) days of the date of the Committee's decision.

3. Any appeal taken pursuant to paragraph 2 above, must be sent via certified mail and must be received by the City Clerk within fourteen (14) days after the Recognition Committee's decision is issued. The Board of Aldermen's decision with respect to the appropriateness of the bargaining unit shall be final and binding.

4. In evaluating the appropriateness of the proposed bargaining unit, the Board of Aldermen may consider, but is not bound by, precedent from other Cities, other States and/or the National Labor Relations Act.

SECTION 125.270: DETERMINING REPRESENTATIVE STATUS OF THE LABOR ORGANIZATION

A. Within forty-five (45) days after establishing the appropriate bargaining unit, there will be a secret ballot election to determine whether the majority of employees in the bargaining unit want to be represented by the labor organization for purposes of collective bargaining.

B. No labor organization will be recognized as representing any employee by any other means.

C. The election will be held by secret ballot. The ballot may be on a form substantially similar to the form utilized by the National Labor Relations Board for conducting union election, or as follows:

Shall [insert name of petitioning labor organization here] be recognized as the bargaining agent for the employees of the [describe bargaining unit as recognized by the City]?

YES NO

D. The election will be conducted by either the Federal Mediation Conciliation Service or by the Missouri Department of Labor (or their designee). In the event that both the Federal Mediation and Conciliation Service and the Missouri Department of Labor decline to conduct the election, the Board of Aldermen will select an arbitrator to conduct the election by requesting a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service and then selecting one (1) of the arbitrators from the list to conduct the election.

E. After the election has concluded, the person conducting the election will immediately and publicly count the ballots and issue a report on election indicating how many ballots were cast for representation by the labor organization and how many votes were cast against representation.

F. Any disputes concerning the election must be referred for decision to the Board of Aldermen for consideration within seven (7) days of the election. The decision of the Board of Aldermen on such disputes will be final and binding.

G. If there is no dispute concerning the election, then the results of the election will become final seven (7) days after the report on election is issued.

H. After the results of the election become final, if a majority of the members of the bargaining unit voted to be represented by the labor organization, the Board of Aldermen will recognize the labor organization as representing the employees of the bargaining unit.

I. No labor organization may seek to represent any bargaining unit (or portion of any bargaining unit) by secret ballot election more than once in any consecutive twelve (12) month period.

J. In the event that the majority of the employees in a designated bargaining unit determine that they no longer wish to be represented by a recognized labor organization, they may revoke their designation of the labor organization by tendering a signed and dated petition for revocation to the Board of Aldermen. Upon receipt of such a petition, the Mayor will designate a three (3) person Recognition Committee (consisting of the City Administrator and 2 members appointed from among the members of the Board of Aldermen) to determine if the petition to revoke

representation is authentic. Upon the report of the Recognition Committee, if the petition is determined to be authentic, the Board of Aldermen shall then revoke recognition of the labor organization as bargaining agent for that bargaining unit.

SECTION 125.280: COLLECTIVE BARGAINING

In the event that the majority of members of the bargaining unit vote to be represented by the labor organization for purposes of collective bargaining, a city negotiator, designated by the Mayor and approved by the Board of Aldermen, will meet with the labor organization to confer and discuss wages, benefits and other terms and conditions of employment with the goal of reaching a mutually satisfactory proposed collective bargaining agreement to be submitted to the Board of Aldermen for approval.

1. If the city negotiator and the labor organization reach agreement on a proposed collective bargaining agreement, the proposed agreement will be submitted to the Board of Aldermen as an agenda item for consideration on their next scheduled meeting. At that meeting, the Board of Aldermen will approve, reject or hold the proposed collective bargaining agreement open for further discussion.

2. If the city negotiator and the labor organization cannot reach an agreement on the terms of a proposed collective bargaining agreement after substantial negotiations, the city negotiator may unilaterally submit the city negotiator's proposed collective bargaining agreement to the Board of Aldermen for consideration as set forth in paragraph 1 above.

3. The decision of the Board of Aldermen with regard to approving or rejecting a proposed collective bargaining agreement shall be final and binding.

SECTION 125.290: LEGAL COMPLIANCE

In accordance with Section 105.530, RSMo., strikes and other unlawful conduct by any employee, whether individually or in concert with others (including sympathy, unfair labor practice or wildcat strikes), sit downs, slow downs, work stoppages, boycotts, any acts honoring a picket line, or any other acts that interfere with the City's operations are prohibited.

Section 2. Severability

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

Section 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding,

right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. Effective Date.

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

READ FIRST TIME: March 21, 2013; READ SECOND TME: _____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

I hereby certify that the above Ordinance No. 13.16 was duly passed on this ____ day of _____, 2013 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby approve Ordinance No. 13.16.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 26, 2013

Submitted By: City Clerk

Board Meeting Date: April 4, 2013

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

Description of Item:

Certification of Election Results

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

City, elected officials, citizens of Osage Beach

Why is Board Action Required?

Board must accept the election results.

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

Motion to accept the election results.

Are there any deadlines associated with this action?

Yes. Election results must be certified before elected officials take the oath of office and they should be available by the April 4 Board of Aldermen meeting.

Department Comments:

Camden County

Alderman Ward I
Ron Schmitt

Alderman Ward II
Steve Kahrs

Alderman Ward III
John Olivarri
W.W. Bill Stone

Question:

Shall the City of Osage Beach, Missouri impose a local use tax at the same rate as the local sales tax, currently at a rate of two percent (2%) provided that, if any local sales tax is repealed, reduced or raised by voter approval, the respective

local use tax shall be repealed, reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

Yes

No

Miller County

Alderman Ward 1
Ron Schmitt

Question:

Shall the City of Osage Beach, Missouri impose a local use tax at the same rate as the local sales tax, currently at a rate of two percent (2%) provided that, if any local sales tax is repealed, reduced or raised by voter approval, the respective local use tax shall be repealed, reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

Yes

No

City Administrator Comments and Recommendation:

The City Clerk should have the official election results at the Board Meeting. The results must be accepted by the Board prior to the Oath of Office being administered.

Submission Date: March 26, 2013

Submitted By: City Clerk

Board Meeting Date: April 4, 2013

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

Description of Item:

Oath of Office

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

City, elected officials, citizens of Osage Beach

Why is Board Action Required?

Elected officials must take an oath before taking office.

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

Newly-elected officials must be sworn in.

Are there any deadlines associated with this action?

Yes.

Department Comments:

Elected officials are sworn in following the certification of election results.

City Administrator Comments and Recommendation:

The City Clerk will swear in the newly-elected officials.

Submission Date: March 26, 2013

Submitted By: City Clerk

Board Meeting Date: April 4, 2013

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

Description of Item:

Election of the Acting President of the Board of Aldermen

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

City, elected officials, citizens of Osage Beach

Why is Board Action Required?

According to the Osage Beach Code of Ordinances Section 110.170, the Board of Aldermen shall elect one of their own to be Acting President of the Board of Aldermen and who shall serve for a term of one year.

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

Election

Are there any deadlines associated with this action?

Yes.

Department Comments:

The election is held annually following the April election.

City Administrator Comments and Recommendation:

This action is done annually following the April election and is a decision to be made by the Board members.

Submission Date: March 26, 2013

Submitted By: City Engineer

Board Meeting Date: April 4, 2013

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

Description of Item:

Bill 13-19 - To allow the Mayor to execute Missouri Highways and Transportation Commission Global Navigation Satellite Real Time Network for Continuously Operating Reference Stations User's Responsibility and Agreement for the Use and Access of Data.

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

Citizens, Businesses, Visitors to the area, Missouri Department of Transportation, and City Staff

Why is Board Action Required?

Approval of Ordinance

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

Request first reading of Bill 13-19.

Are there any deadlines associated with this action?

Before we purchase the new surveying equipment, we need approval of this ordinance.

Comments and Recommendation of Department:

The Engineering Department budgeted \$20,000 for GPS Surveying Equipment. In preparing the budget, we looked into utilizing MoDOT's Network to save money on equipment. By utilizing MoDOT's network, we do not need to have a base station. This will save time by not needing to set up the base station and localize.

The Engineering Department contacted MoDOT to see if any other Cities were utilizing this service. The City of St. Louis and City of Columbia were two of the cities that are

utilizing this network. Multiple surveying companies and engineering companies are also utilizing this network.

The Engineering Department recommends approval of the ordinance. A first reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA

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 agreement with the Missouri Highways and Transportation Commission Global Navigation Satellite Real Time Network for Continuously Operating Reference Stations User's Responsibility and Agreement for the Use and Access of Data.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Agreement 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.13.19 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13.19.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: DE35
Approved: 09/08 (ASB)
Revised: 08/09 (ASB)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR
CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S
RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF
DATA**

THIS AGREEMENT is made by and between the Missouri Highways and Transportation Commission (hereafter, "MHTC") and System User (hereafter, "User").

WHEREAS,

NOW THEREFORE, in consideration of the mutual covenants and promises made in this instrument, the parties agree to the following:

(1) PURPOSE: This Agreement sets provisions for MHTC to provide, The Real Time Correction Broadcasts in Radio Technical Commission for Maritime Services (RTCM) format for the stations which are a part of the Missouri Department of Transportation (hereafter "MoDOT") network is offered to you, the User, as a public service.

(2) INTENDED USES: Government personnel and the general public may use this system to retrieve RTCM Messages in real time or as a download for post processing. A User may not:

(A) Knowingly and without authorization, alter, damage, or destroy MoDOT's or another user's computer system, network, software, program, documentation or data contained therein

(B) Use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Including, but not limited to, taking action which results in blocking access to this IP address by other users. Such action will be deemed an unauthorized use and may subject the User to civil and criminal legal liability.

(3) ADMINISTRATIVE MONITORING: This system uses administrative monitoring of Users accessing the system. User is consenting to monitoring by signing this agreement. A User shall not hold himself or herself out as a representative, agent, or employee of the MHTC and MHTC shall not be liable for

any representation, act or omission of the User. System administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials.

(4) DISCLAIMER OF LIABILITY AND RELIABILITY: In preparation of this RTCM broadcast service, MHTC has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur.

(A) MHTC expressly disclaims any liability, of any kind, or for any reason, that might arise out of any use of the RTCM information broadcast provided by this service or data downloaded from this service. MHTC disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message. MHTC makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

(B) MHTC makes no representations or warranties of any kind regarding this service for any consequence of the use of this information contained in the RTCM Broadcast message or data downloaded from this service. MHTC makes no representations or warranties regarding the condition or functionality of this broadcast service, its suitability for use, or that this Broadcast Service will be uninterrupted or error-free.

(C) If misleading, inaccurate or otherwise inappropriate information is discovered User agrees to bring it to MODOT's attention immediately so that efforts may be made to fix or remove it. It is the sole responsibility of the user to determine the quality, accuracy, and suitability of the service provided.

(D) The User shall agree not to disclose any information regarding TCP/IP addresses to any other entity without the express written consent of MHTC.

(E) To gain access to the RCTM system the authorized representative of the User must complete the form marked as Exhibit A attached hereto and incorporated herein. Failure to complete each and every item on the form invalidates this contract.

(F) MODOT will provide general information necessary for a real time data user to connect to the system. Detailed configuration for the specific hardware used to connect to the system is the responsibility of the User. No support for hardware and software necessary to make the connection will be provided by MHTC.

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

(6) CANCELLATION: Either party may cancel this Agreement at any time for any reason. Should either party exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the other party.

(8) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject, and supersedes all prior written or oral communications between the parties regarding this subject.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of MHTC and User.

(11) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(12) INDEMNIFICATION: User shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Users performance of its obligations under this Agreement.

(13) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(14) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(15) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the MHTC and the User as partners in a partnership or joint venture for any purpose whatsoever.

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

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

Executed by _____ this _____ day of _____, 20____.

Name of Firm _____

By _____

Title: _____

ATTEST (signature):

SYSTEM USER INFORMATION

Name of Individual or Firm

Title _____

Signature _____

Date _____

Contact Information for User

Name _____

Street _____

City _____ State _____ Zip _____

Email _____

Office Phone _____ Mobile Phone _____

User information Requested

User Name _____ (six characters)

Password _____ (six characters)

Equipment Used for Real Time Access

GPS System Make and Model _____

Data Collector Make and Model _____

Data Collector Software _____

Please return this agreement to:

Missouri Department of Transportation
Surveying and Photogrammetry Unit, Design Division
P.O. Box 270
Jefferson City, MO 65102-0270

Submission Date: March 25, 2013
Submitted By: Planning Commission
Board Meeting Date: April 4, 2013

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

Description of Item:

Bill 13-20. Request for Preliminary and Final Plat Approval for Bella Harbor Subdivision.

Terry Ross is requesting preliminary and final plat approval for ten (10) residential building parcels.

A full size copy of the Preliminary Plat was provided with the March Planning Commission packet.

Location:

Approximately 600 feet off of Zebra Road on Harbor Heights Lane

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

The applicants and adjacent property owners may be affected by this decision.

Why is Board Action Required?

In accordance with code section 410.170, the Board of Aldermen must approve major final subdivision plats.

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

Motion to approve the Preliminary Plat for Bella Harbor Subdivision

Motion to approve **first and second readings** of Bill 13-20 for Bella Harbor Subdivision Final Plat.

Are there any deadlines associated with this action?

No, but the applicant wishes to begin placing residential structures on these lots as soon as possible.

Agenda Item Summary Sheet
April 4, 2013
Bella Harbor Subdivision, Preliminary and Final Plats

Comments and Recommendation of the Planning Department:

Subdivision Name: Bella Harbor Subdivision Preliminary and Final Plats
Location: Approximately 600 feet off of Zebra Road on Harbor Heights Lane.
Section/Township/Range: 1/39/15
Applicant: Terry Ross
Surveyor: Allen Surveying and Midwest Engineering, LLC.
Tract Size: 2.94 acres (10 single –family lots)
Zoning: R-1a (Single Family Residential)

Surrounding Land Use:

North: Single Family
South: Single Family
East: Single Family
West: Single Family

Department Comments

Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements.
- 2) All public improvements, (i.e., roadways, parking areas, streetlights, etc.) must be designed and built to city design standards. The City Engineer is currently in the review process with the applicant’s engineer. That process should be completed soon.

Final:

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.
- 2) An Engineers Estimate and a Letter of Credit for 125% of the estimated cost of construction will be required prior to final Board of Aldermen approval of the Final Plat.

Agenda Item Summary Sheet
April 4, 2013
Bella Harbor Subdivision, Preliminary and Final Plats

With the approval of the public improvement plans and the submittal of the engineer's estimate and letter of credit, staff recommends approval of both the Preliminary and Final Plats.

Planning Commission Recommendation

The Planning Commission concurs with Staff's recommendation for approval.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Planner and the Planning Commission. Request first and second readings of Bill 13-20.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT OF BELLA HARBOR SUBDIVISION, A SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the final plat of Bella Harbor Subdivision, a subdivision in Osage Beach, Camden County, Missouri, is hereby approved by the Board of Aldermen of the City of Osage Beach, Missouri.

Section 2. That this Ordinance shall be in full force and effect upon date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.20 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance 13.20.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 25, 2013

Submitted By: City Engineer

Board Meeting Date: April 4, 2013

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

Description of Item:

Bill 13-21 - To allow the Mayor to execute Construction Contract No. OB13-007 for the application of Slurry Seal to City streets.

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

Citizens of Osage Beach, Vance Brothers Inc., material suppliers, and City Staff.

Why is Board Action Required?

Board approval required for contracts over \$5000.

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

Request first and second readings of Bill 13-21.

Are there any deadlines associated with this action?

As soon as possible to have the roads and the parking lots completed for the summer season.

Comments and Recommendation of Department:

Bids were opened on March 26, 2013. There was one bidder. The apparent low bidder is Vance Brothers Inc. with a low bid of \$96,452.20. The Bid Tab is attached.

This project was budgeted under Item No. 20-00-764206, Seal in the amount of \$60,000 and under Item No. 45-00-774128 Airport Capital in the amount of \$21,600. The airport capital item has additional work for this item. The airport work in this bid comes out to be \$11,673.60. There are additional projects in the Airport Capital Item.

There are two options with this contract. First, we can look at reducing the scope of this work or second, we can look for the additional funds that are needed. We are approximately \$24,779 over budget. There are additional funds in the Ozark Meadows Rd Improvements. The current estimated ending balance is \$75,873. This would reduce the funds in the Ozark Meadows account as shown

$$\$75,873 - \$24,779 = \$51,094.$$

The Engineering Department has reviewed the bidding documents and found them to be in order. We have done work with Vance Brothers in the past.

The Engineering Department recommends approval of the ordinance for Construction Contract OB13-007, for the 2013 Slurry Seal Project to be awarded to Vance Brothers Inc. in the amount of \$96,452.20.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-21

ORDINANCE NO. 13.21

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VANCE BROTHERS FOR THE APPLICATION OF SLURRY SEAL TO CITY STREETS

WHEREAS, the City of Osage Beach seeks to engage a company to apply slurry seal to City streets; and

WHEREAS, the City requested bids, titled 2013 Slurry Seal Project, for such services and Vance Brothers is the lowest qualified bidder; and

WHEREAS, the City has determined that Vance Brothers is able to provide such services as stated in the 2013 Slurry Seal Project.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Vance Brothers substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed ninety six thousand four hundred fifty two dollars and twenty cents (\$96,452.20).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.21 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:
Abstentions:

Nays:
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. 13.21.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date:

March 26, 2013

000047

Submitted By:

City Engineer

Board Meeting Date:

April 4, 2013

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

Description of Item:

Bill 13-22 - To amend the 2013 Budget by transferring \$24,779 from 20-00-773216 Ozark Meadows Rd Improvements to 20-00-764206 Seal

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

City Staff

Why is Board Action Required?

Amending Budget

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

Request first and second readings of Bill 13-22.

Are there any deadlines associated with this action?

This item allocates the funds necessary for the 2013 Slurry Seal Project

Comments and Recommendation of Department:

Bill 13-22 transfers funds necessary for the 2013 Slurry Seal project. There are additional funds in the 20-00-773216 Ozark Meadows Rd Improvements project. The Engineering Department is requesting transferring \$24,779 to pay for the 2013 Slurry Seal Project from the additional funds available in the Ozark Meadows Rd Improvements project.

The Engineering Department recommends approval of Bill 13-22. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-22

ORDINANCE NO. 13.22

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 12.39 ADOPTING THE 2013 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2013 Annual Budget adopted as Ordinance No. 12.39 is hereby amended by transferring \$24,779 from line item 20-00-773216 designated as Ozark Meadows Rd Improvements to line item 20-00-764206 designated as Seal increasing line item 20-00-764206 from \$60,000 to \$84,779.

Section 2. In all other respects the 2012 Annual Budget adopted in Ordinance No. 12.39 shall remain in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.22 was duly passed on _____, 2013 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 13.22.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 27, 2013

Submitted By: City Engineer

Board Meeting Date: April 4, 2013

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

Description of Item:

Bill 13-23 - To allow the Mayor to execute a Contract with Shafer, Kline & Warren, Inc. to provide professional services for design of the sidewalks along Osage Beach Parkway from Hwy. KK to Nichols Road

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

Citizens of Osage Beach, City Staff, and Missouri Department of Transportation

Why is Board Action Required?

Board approval required for Ordinance.

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

Request first and second readings of Bill 13-23.

Are there any deadlines associated with this action?

In the agreement with MoDOT for enhancement funds, we are supposed to have an executed engineering agreement to MoDOT by April 15, 2013.

Comments and Recommendation of Department:

This is the agreement for engineering services for the sidewalks along Osage Beach Parkway from Hwy. KK to Nichols Road area for the Transportation Enhancement we received thru the Missouri Department of Transportation.

In order for the engineering services to begin, we have to execute this Contract. This Contract is between the City of Osage Beach and Shafer, Kline & Warren, Inc. for the engineering services.

Agenda Item Summary Sheet

Funding can be obtained from 20-00-773100 Engineering. This contract has a not to exceed amount of \$43,029.68. This contract is a part of the enhancement funds application in which 80% (\$34,423.74) will be covered by the grant and the remaining 20% (\$8,605.94) will be covered by City funds.

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

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-23

ORDINANCE NO. 13.23

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHAFER, KLINE & WARREN TO PROVIDE PROFESSIONAL SERVICES FOR THE 2013 TRANSPORTATION ENHANCEMENT PROJECT

WHEREAS, the City of Osage Beach seeks to engage a company to provide professional services for the 2013 Transportation Enhancement Project; and

WHEREAS, the City requested a Statement of Qualifications for the 2013 Transportation Enhancement Project and Shafer, Kline & Warren was the most qualified responder; and

WHEREAS, the City has determined that Shafer, Kline & Warren is able to provide such services as described in the Statement of Qualifications

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Shafer, Kline & Warren substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed forty three thousand twenty nine dollars and sixty eight cents (\$43,029.68).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.23 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.23.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

SPONSOR: City of Osage Beach, MO
 LOCATION: Osage Beach Parkway from Gran Rally to McDonalds
 PROJECT: Osage Beach Parkway Sidewalk Improvements

THIS CONTRACT is between *the City of Osage Beach*, Missouri, hereinafter referred to as the "Local Agency", and *Shafer, Kline & Warren, Inc., 3200 Penn Terrace, Suite 100, Columbia, MO 65202*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Enhancement Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *construct sidewalk, curb, drainage, and crosswalk improvements* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

"See Attachment A"

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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N/A

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on *February 1, 2014*.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$5,440.78, with a ceiling established for said design services in the amount of \$43,029.68, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of N/A, with a ceiling established for said inspection services in the amount of N/A, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount estimated at 40.76% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount estimated at 123.71% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
N/A		

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the

Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

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(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2013.

Executed by the City this ____ day of _____, 2013.

FOR: CITY OF OSAGE BEACH, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: SHAFER, KLINE & WARREN INC.

BY: _____
Principal

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY CLERK

ATTACHMENT A

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
4. submit four copies of preliminary plans, estimates and studies for review by the Local Agency and , Missouri Department of Transportation (MoDOT);
5. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
7. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
8. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
9. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary;
10. provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation; and
11. **provide this design within the scope detailed on the City's successfully awarded 2012 grant application for Transportation Enhancement Funds.**

B. BIDDING PHASE - The Engineer will:

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - N/A

**ATTACHMENT B
ESTIMATE OF COST**

DESIGN PHASE

	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Surveying</i>			
Registered Land Surveyor	<u>32</u>	<u>\$ 32.00</u>	<u>\$ 1,024.00</u>
Rodman	<u>24</u>	<u>\$ 25.00</u>	<u>\$ 600.00</u>
<i>Preliminary Design</i>			
Partner	<u>16</u>	<u>\$ 70.00</u>	<u>\$ 1,120.00</u>
Engineer	<u>120</u>	<u>\$ 32.00</u>	<u>\$ 3,840.00</u>
Technician	<u>140</u>	<u>\$ 18.00</u>	<u>\$ 2,520.00</u>
<i>Final Design</i>			
Partner	<u>16</u>	<u>\$ 70.00</u>	<u>\$ 1,120.00</u>
Engineer	<u>40</u>	<u>\$ 40.00</u>	<u>\$ 1,600.00</u>
Technician	<u>60</u>	<u>\$ 25.00</u>	<u>\$ 1,500.00</u>
Typist	<u>16</u>	<u>\$ 18.00</u>	<u>\$ 288.00</u>
SUBTOTAL			<u>\$ 13,612.00</u>
<i>Payroll Overhead (Est. at <u>42.76%</u> X SUBTOTAL))</i>			<u>\$ 5,820.49</u>
<i>General and Admin. Overhead (Est. at <u>123.71%</u> X SUBTOTAL))</i>			<u>\$ 16,839.41</u>
TOTAL LABOR & OVERHEAD			<u>\$ 36,271.90</u>
<i>Fixed Fee (<u>15.00%</u> X TOTAL LABOR & OVERHEAD)</i>			<u>\$ 5,440.78</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			<u>\$ 41,712.68</u>
<i>Other Direct Costs</i>			
Travel, <u>10</u> trips @ <u>180</u> miles X <u>\$0.565</u> IRS Rate			<u>\$ 1,017.00</u>
Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations)			<u>\$ -</u>
Computer Time			<u>\$ -</u>
Printing			<u>\$ 300.00</u>
<i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>			
Surveying	<u> </u>	<u> </u>	<u>\$ -</u>
Borings	<u> </u>	<u> </u>	<u>\$ -</u>
Archaeological Study	<u> </u>	<u> </u>	<u>\$ -</u>
SUBTOTAL DIRECT COSTS			<u>\$ 1,317.00</u>
TOTAL FOR DESIGN PHASE			<u>\$ 43,029.68</u>

CONSTRUCTION PHASE - N/A

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ATTACHMENT C

Shafer, Kline & Warren, Inc.
Year End 2011

	Total Per Records	Adjustment	Reference Notes	Allowable Cost	%
DIRECT LABOR					
Salaries - Direct	8,960,688		A	8,960,688	100.00%
PAYROLL ADDITIVES					
Payroll Taxes - Indirect	1,201,323			1,201,323	13.41%
Vacation Pay	0			0	0.00%
Sick Leave	0			0	0.00%
Holiday Pay	0			0	0.00%
Bonuses	1,130,447	(3,789)	B	1,126,658	12.57%
Workmen's Comp Insurance	53,780			53,780	0.60%
Group Health Insurance	944,445			944,445	10.54%
401(k) SKW Share	326,192			326,192	3.64%
Disability Insurance	350			350	0.00%
	3,858,646	(3,789)		3,854,857	40.78%
GENERAL AND ADMINISTRATIVE					
Salaries Indirect	5,792,789			5,792,789	64.65%
401k and CAF plan admin.	8,492			8,492	0.09%
Employee Bonoffs	119,757	(9,179)	D	110,578	1.23%
Legal - General	30,428	(7,003)	K	23,425	0.26%
Other Professional Services	363,200	(6,529)	F	346,571	3.87%
Office Supplies	126,587			126,587	1.41%
Postage and Delivery	44,078			44,078	0.49%
Computer Supplies	426,308			426,308	4.75%
Office Equipment Leases	357,097			357,097	3.98%
Insurance - Professional Liability	157,733			157,733	1.76%
Insurance - Auto	56,835			56,835	0.63%
Insurance - Building and Equipment	21,781			21,781	0.24%
Insurance - General Liability	5,956			5,956	0.07%
Insurance - Other	44,872			44,872	0.50%
Rent	318,275			318,275	3.55%
Utilities	159,990			159,990	1.79%
Telephone	614,218			614,218	6.74%
Building Expense & Security	209,904			209,904	2.34%
Business Licenses	9,455			9,455	0.11%
Property, RE Taxes	211,488			211,488	2.36%
Professional Development	51,786			51,786	0.58%
Professional Membership Dues	65,957			65,957	0.74%
Professional Licenses	11,610			11,610	0.13%
Publications & Subscriptions	28,133			28,133	0.31%
Travel Expense	111,331			111,331	1.24%
Marketing Expense	125,061	(125,061)	C	0	0.00%
Vehicle Expense	831,577			831,577	9.28%
Vehicle Leases	114,721			114,721	1.28%
Credits for Charges to Jobs	(673,337)			(673,337)	-7.51%
Depreciation	1,348,712			1,348,712	15.05%
Equip. training/operator qualifications	26,601			26,601	0.30%
Field Supplies and Sm Tools	92,321			92,321	1.03%
Settlements	114,402	(114,402)	K	0	0.00%
Bank fees & Interest Expense	11,809			11,809	0.13%
Repair / Maint - Mach / Equip	36,511			36,511	0.41%
Blueprinting	0			0	0.00%
Equipment Rental	54,563			54,563	0.61%
Donations	6,916	(6,916)	E	0	0.00%
Bad Debt Expense	0	0		0	0.00%
Penalties - Late Fees	1,962	(1,962)	G	0	0.00%
Collection Expense	57,877	(57,877)	H	0	0.00%
Officers Life Insurance	2,526	(2,526)	I	0	0.00%
Meals and Entertainment	125,460	(97,646)	J	27,814	0.31%
Total General and Administrative	11,614,737	(429,200)		11,085,537	123.71%
Grand Total	15,171,283	(432,989)		14,738,294	
Direct Labor Base				8,960,688	
Combined Overhead Rate					164.48%

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

000067

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE

Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.
- I. Made effective use of the services of available disadvantaged

business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Submission Date: March 19, 2013

000074

Submitted By: City Engineer

Board Meeting Date: April 4, 2013

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

Description of Item:

Authorization to provide engineering and contract administrative services to the Osage Beach Special Road District to accomplish the reconstruction of Coral Lane.

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

Residents of Coral Lane, visitors, OBSRD, contractors, suppliers, city staff

Why is Board Action Required?

The Osage Beach Special Road District would like to use City Staff to provide engineering and contract administrative services.

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

Motion to approve the request

Are there any deadlines associated with this action?

If approved, the Engineering Department would be working on the design of this project.

Comments and Recommendation of Department:

The Osage Beach Special Road District has decided that they would like to reconstruct Coral Lane. We have had requests from citizens in the area about this project, and we directed them to the OBSRD. The OBSRD would like to utilize the Engineering Department for design services.

The OBSRD and the City have worked on many projects in the past. They have provided funding for various City-owned streets in the past. The Engineering Department recommends providing Engineering Services for this project.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

Submission Date: March 27, 2013
Submitted By: City Administrator
Board Meeting Date: April 4, 2013

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

Description of Item:

City paid lease of billboard(s) – one at each end of the City limits or electronic signs on the Grand Glaize Bridge.

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

Citizens, visitors and business owners.

Why is Board Action Required?

Expenditure over \$5,000 and an item that was not budgeted.

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

Discussion of options; direction to City Staff as to how the Board wishes to proceed.

Are there any deadlines associated with this action?

Not really; however, if the Board wants to do this we should probably have it in place prior to the season.

City Administrator Comments and Recommendation:

At the Mayor's request, this item was placed on the agenda at the March 21st Board Meeting. At that meeting, Staff was directed to obtain further information, which has been done, and is attached. As you will note, there are several options available to the City. This information was also forwarded electronically to the Board on March 25th.

Nancy Viselli

From: Richard Martin <rmartin@lamar.com>
Sent: Monday, March 25, 2013 4:59 PM
To: Nancy Viselli
Cc: John McWhirter
Subject: Re:
Attachments: Osage Beach West Side.pdf; Osage Beach East Side.pdf; Osage Beach Digital.pdf; Bagnell Dam Strip 2011.jpg

Nancy,

Attached is three different maps for you to look at. One has the east side available locations, one has the west and then our digital boards.

The maps with the east side and west side boards have the monthly rate on each individual photo sheet and they also have the production, which is the cost of the vinyl. The production rate on the sheets is at \$2.50 a square foot, we can drop that down to \$2.00 for you.

I also put in the digitals for you to think about. While they are a bit more expensive, they are also our most flexible. We have them on the streets for \$2500.00 a board, we are offering them to you for \$1500.00 per board. I put the two on the bridge on there, that way you have both directions covered and then I put the one right before the 42 exit coming in from Eldon. The digital boards would allow the city to change the art anytime you would like and also to have numerous pieces of art running at the same time. You could promote anything you wanted, when ever you wanted, with no extra production charge. Great for messages to the public, about the park or something the PD needs to put up for the 4th of July. They are very flexible and a lot less expensive then building your own, sorry had to throw that in there.

I also attached the artwork we did for Lake Ozark.

If you have any questions, let me know.

Thanks!

Rich

On Mon, Mar 25, 2013 at 11:46 AM, Nancy Viselli <nviselli@osagebeach.org> wrote:

Rich:

The Board approved the concept of the City sponsoring two billboards – one as you enter Osage Beach from the East and the West.

They have asked for specific information, and a “sample” of what it would look like.

Do we need to meet or can you just send me the specifics of the size, placement and generic artwork like they have as you enter Lake Ozark?



Osage Beach West Side

Map #1





Osage Beach West Side

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	Weekly Impressions	Illum.
	1	22943	30491692	Permanent Bulletin / Regular	West	12' 0" x 32' 0"	61858	YES

Location: S/S HWY 54 2.2 MI E/O HWY 5, E/B, TOP

Current Advertiser: S.C.O.R.E. LAKE OZARK CHAPTER 493

Rate: \$400.00

	2	2249	573483	Permanent Bulletin / Regular	South	12' 0" x 30' 0"	45860	YES
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Location: N/S HWY 54 1.5 MI W/O RT KK E/B

Rate: \$500.00

	3	2136	573417	Permanent Bulletin / Regular	South	12' 0" x 40' 0"	47993	YES
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Location: N/S HWY 54 .8 MI E/O RT Y E/B TOP

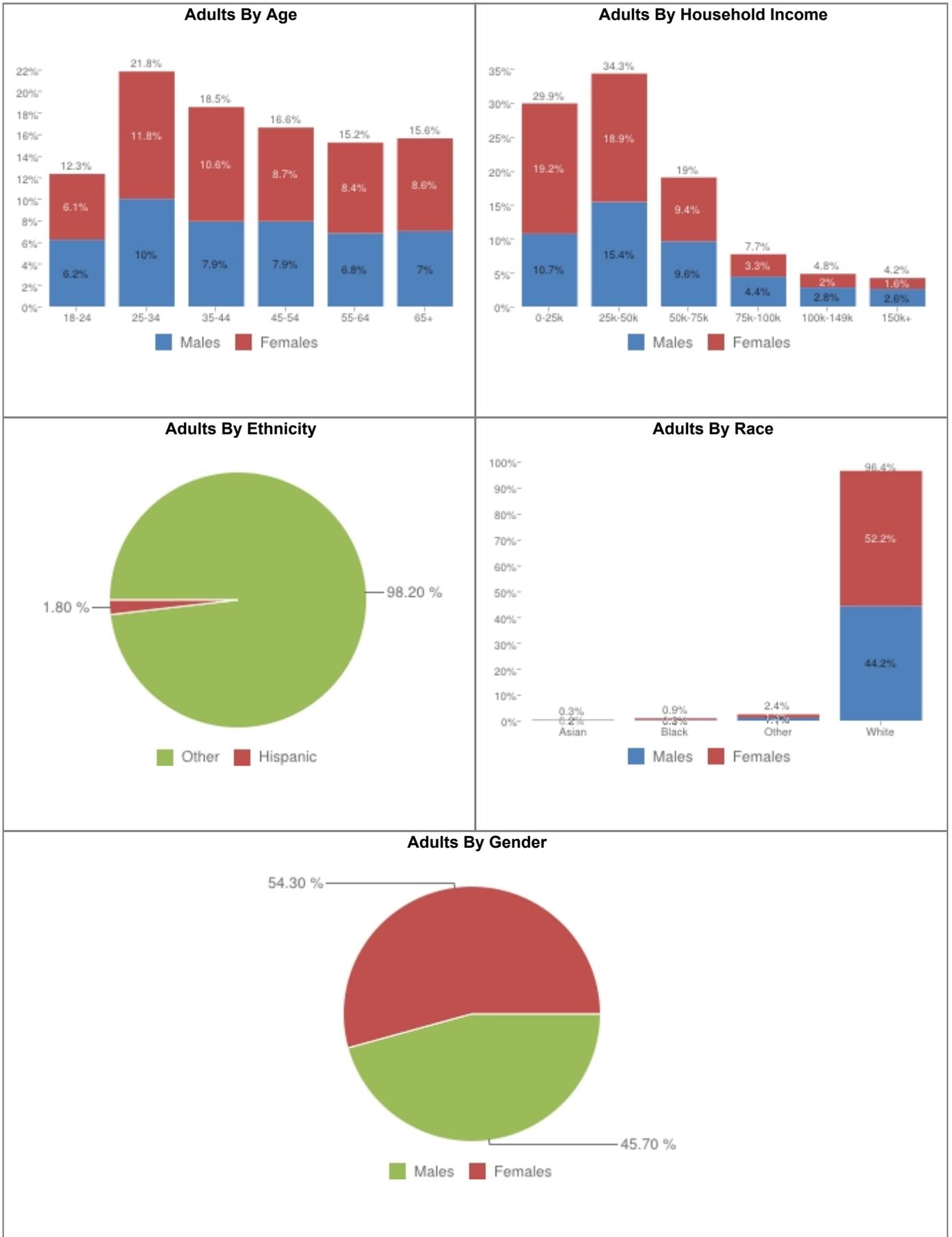
Current Advertiser: AL-ANON/ALATEEN

Rate: \$500.00

Total Weekly Impressions: 155711



Osage Beach West Side



These charts indicate the demographic breakdown of your proposed panels within your Lamar out-of-home campaign. Please discuss with your Lamar representative how additional locations and outdoor products may help you achieve a greater concentration of your target audience.



Location # 1



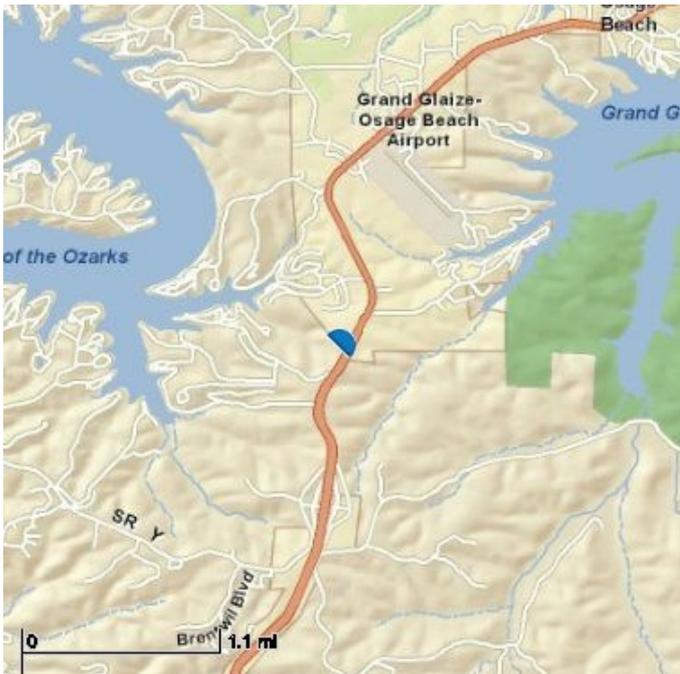
Advertising Strengths: Reach commuter traffic as well as tourist traffic by putting your message at this location on busy Hwy 54 between Camdenton and Osage Beach, MO! **PRODUCTION RATE:** \$ 960.00 net, **CURRENT COPY:** SCORE (pre-empt)

Market: CAMDEN
Panel: 22943

TAB Unique ID: 30491692
Location: S/S HWY 54 2.2 MI E/O HWY 5, E/B, TOP
Lat/Long: 38.0378/-92.7071
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 61858
Copy Size: 12' 0" x 32' 0" [Request Spec Sheet](#)
Vinyl Size: 12' 6" x 33' 0"
Facing/Read: West/Right
Illuminated: YES
Rate: \$400.00
Current Advertiser: S.C.O.R.E. LAKE OZARK CHAPTER 493



Location # 2



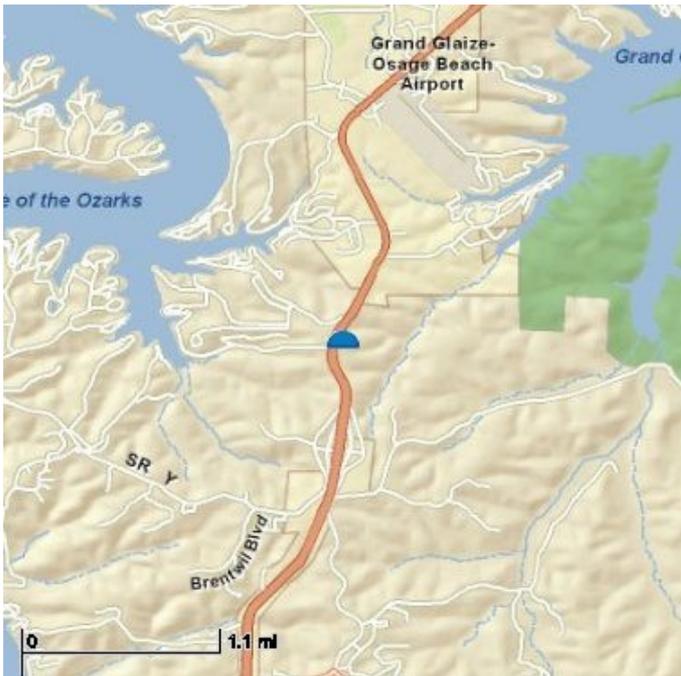
Advertising Strengths: Great left hand read bulletin near the west city limits of Osage Beach. Located inside of Big Surf Water Park, this bulletin gives exposure to summer tourist traffic as well as the heavy local commuter traffic between Camdenton and Osage Beach!

Market: CAMDEN
Panel: 2249

TAB Unique ID: 573483
Location: N/S HWY 54 1.5 MI W/O RT KK E/B
Lat/Long: 38.0942/-92.6882
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 45860
Copy Size: 12' 0" x 30' 0" [Request Spec Sheet](#)
Vinyl Size: 12' 6" x 31' 0"
Facing/Read: South West/Left
Illuminated: YES
Rate: \$500.00



Location # 3



Advertising Strengths: Great left hand read bulletin near the west city limits of Osage Beach. This bulletin gives exposure to summer tourist traffic as well as the heavy local commuter traffic between Camdenon and Osage Beach! PRODUCTION RATE: \$ 1,200.00 net, CURRENT COPY: FURNITURE FACTORY OUTLET

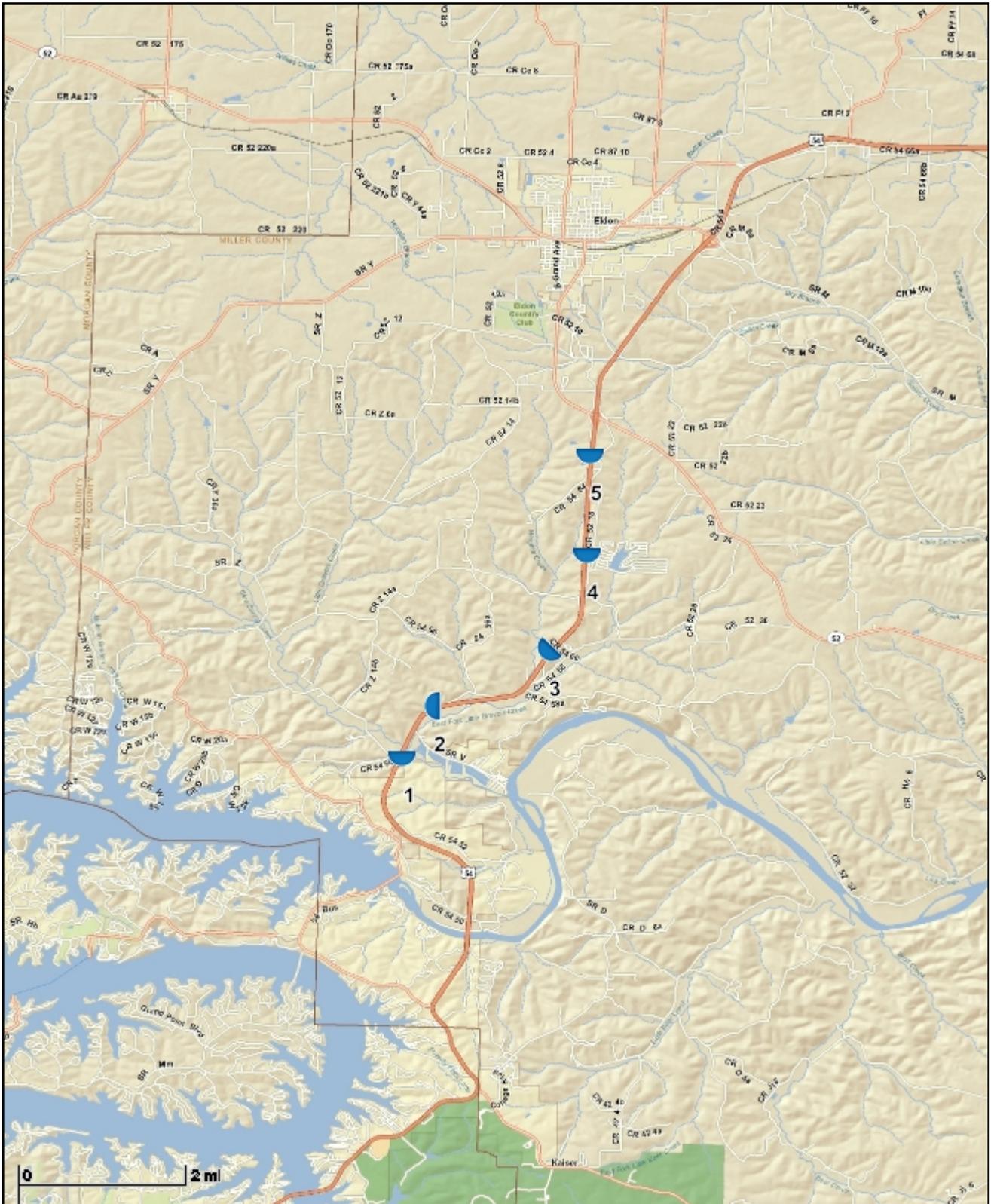
Market: CAMDEN
Panel: 2136

TAB Unique ID: 573417
Location: N/S HWY 54 .8 MI E/O RT Y E/B TOP
Lat/Long: 38.0883/-92.6896
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 47993
Copy Size: 12' 0" x 40' 0" [Request Spec Sheet](#)
Vinyl Size: 12' 6" x 41' 0"
Facing/Read: South/Left
Illuminated: YES
Rate: \$500.00
Current Advertiser: AL-ANON/ALATEEN



Osage Beach East Side

Map #1



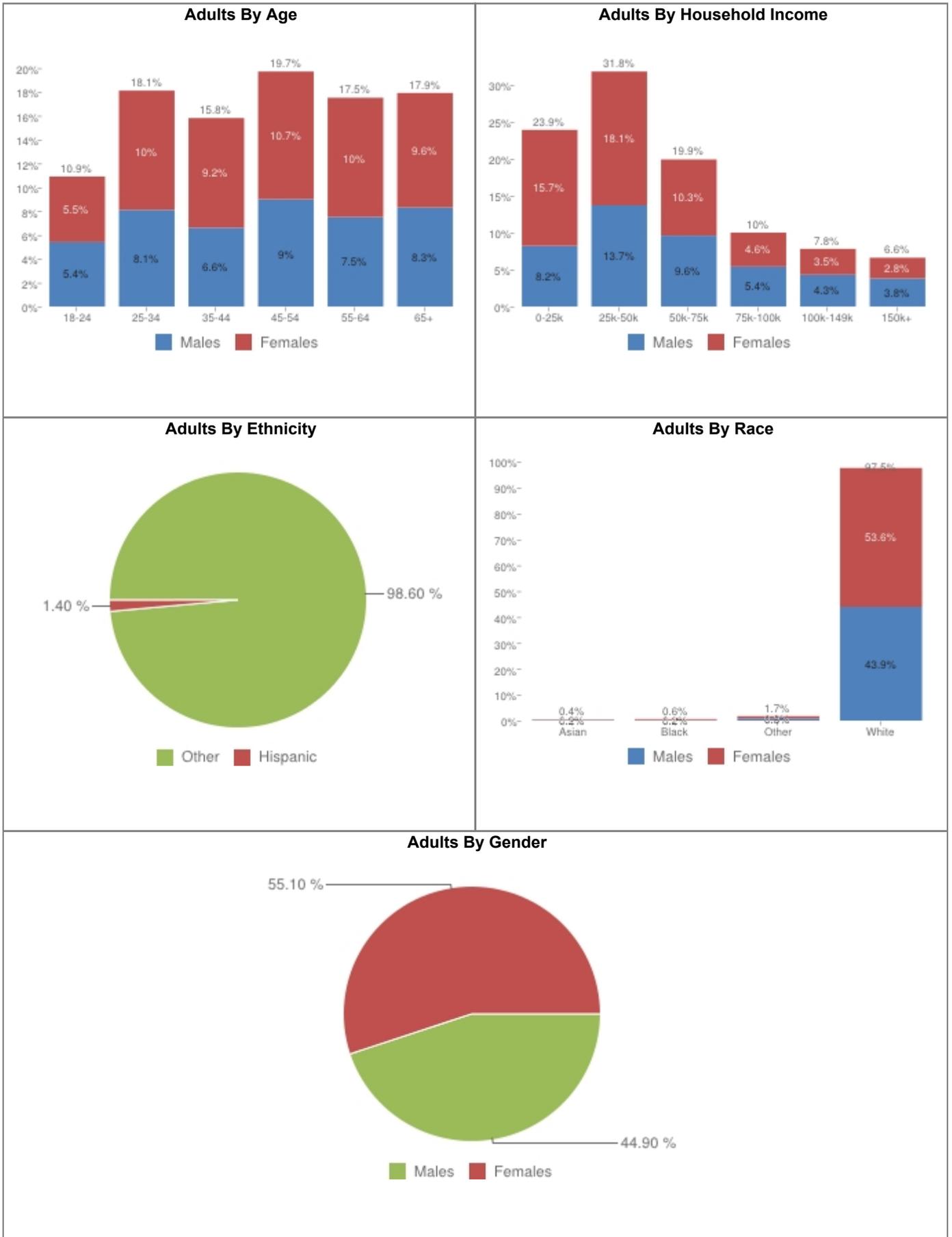


Osage Beach East Side

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	Weekly Impressions	Illum.
	1	22860	312473	Permanent Bulletin / Regular	North	14' 0" x 48' 0"	40085	YES
Location: S/S HWY 54 6.4 MI W/O HWY 52 W/B Rate: \$1,000.00								
	2	23190	312505	Permanent Bulletin / Regular	East	12' 0" x 30' 0"	47448	YES
Location: N/S HWY 54 5.5 MI W/O HWY 52 W/B Rate: \$600.00								
	3	29340	312812	Permanent Bulletin / Regular	North East	12' 0" x 30' 0"	47448	YES
Location: N/S HWY 54 3.7 MI W/O HWY 52 W/B Rate: \$650.00								
	4	61871	0	Permanent Bulletin / Regular	North	20' 0" x 40' 0"	Pending Audit	YES
Location: S/S HWY 54 2.1 MI W/O HWY 52 W/B Rate: \$1,000.00								
	5	28581	312783	Permanent Bulletin / Regular	North	12' 0" x 30' 0"	47448	YES
Location: N/S HWY 54 .6 MI W/O HWY 52 W/B Rate: \$600.00								
Total Weekly Impressions: 182429								



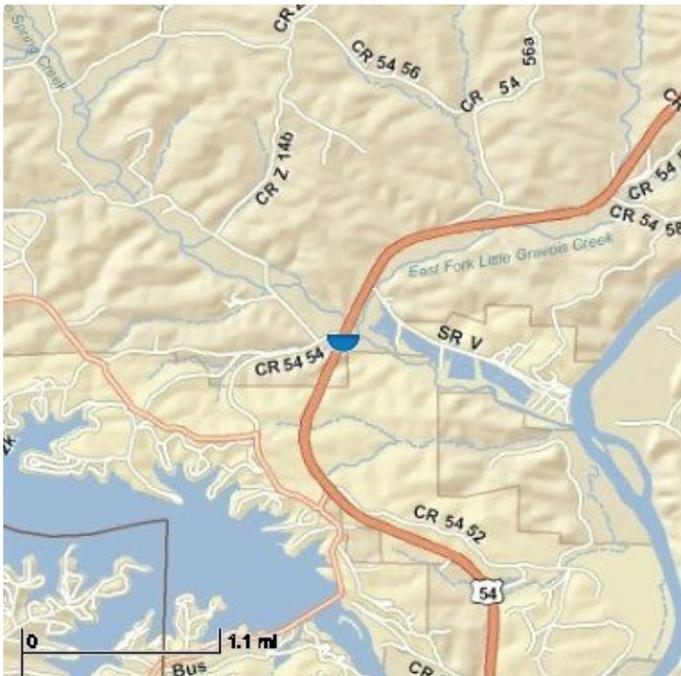
Osage Beach East Side



These charts indicate the demographic breakdown of your proposed panels within your Lamar out-of-home campaign. Please discuss with your Lamar representative how additional locations and outdoor products may help you achieve a greater concentration of your target audience.



Location # 1



Advertising Strengths: Get your message out to the traffic inbound to the Lake of the Ozarks with this location!

Market: MILLER
Panel: 22860

TAB Unique ID: 312473
Location: S/S HWY 54 6.4 MI W/O HWY 52 W/B
Lat/Long: 38.2315/-92.6220
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 40085
Copy Size: 14' 0" x 48' 0" [Request Spec Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: North/Left
Illuminated: YES
Rate: \$1,000.00



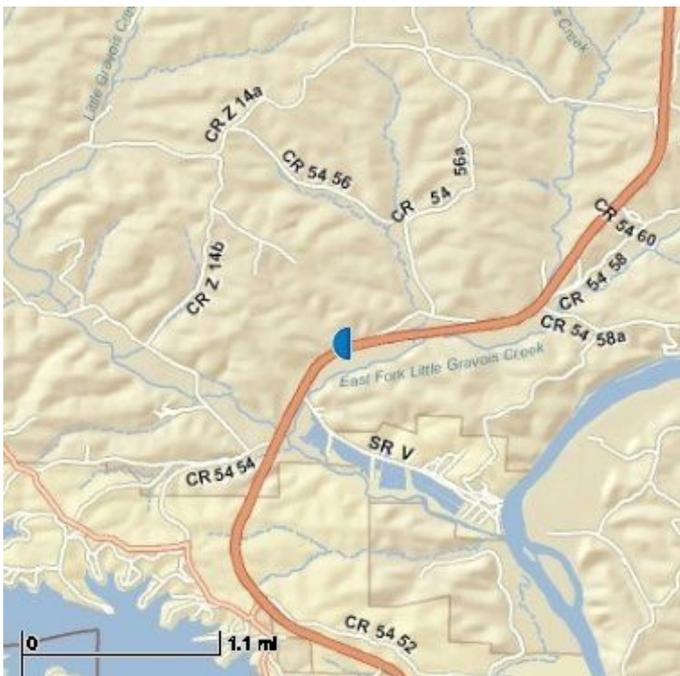
Missouri, MO

800-452-2042

Physical Address: 6910 Highway 54, Osage Beach, MO 65065
 Mailing Address: P.O. Box 1089, Osage Beach, MO 65065



Location # 2



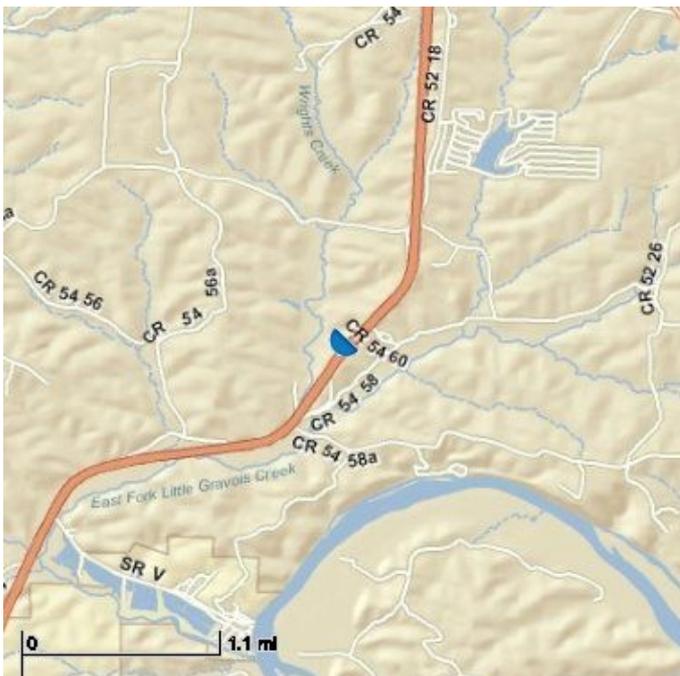
Advertising Strengths: Get your message out to the traffic driving to the Lake of the Ozarks with this highly visible billboard location!
PRODUCTION RATE: \$ 960.00 net, **CURRENT COPY:** VERIZON

Market: MILLER
Panel: 23190

TAB Unique ID: 312505
Location: N/S HWY 54 5.5 MI W/O HWY 52 W/B
Lat/Long: 38.2427/-92.6149
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 47448
Copy Size: 12' 0" x 30' 0" [Request Spec Sheet](#)
Vinyl Size: 12' 6" x 31' 0"
Facing/Read: East/Right
Illuminated: YES
Rate: \$600.00



Location # 3



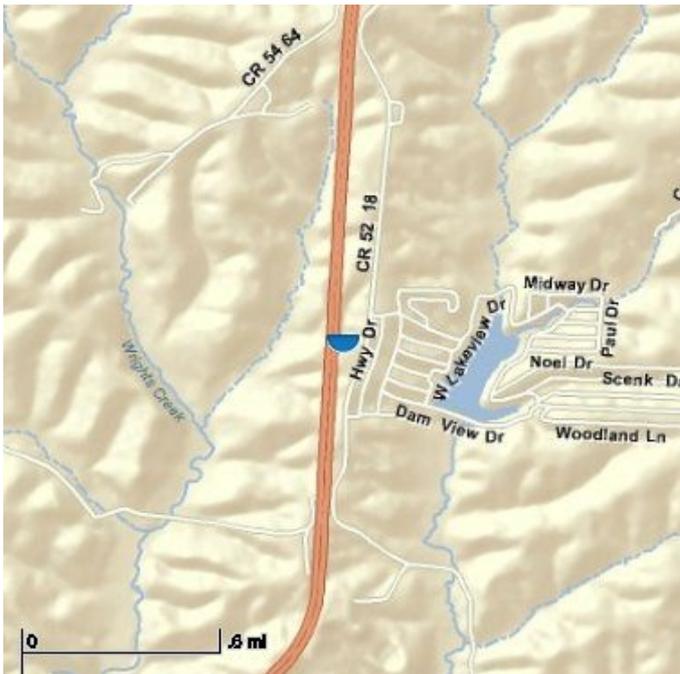
Advertising Strengths: Reach the inbound traffic to the Lake of the Ozarks with this bulletin location! PRODUCTION RATE: \$ 900.00 net, CURRENT COPY: BLUE HERON

Market: MILLER
Panel: 29340

TAB Unique ID: 312812
Location: N/S HWY 54 3.7 MI W/O HWY 52 W/B
Lat/Long: 38.2553/-92.5893
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 47448
Copy Size: 12' 0" x 30' 0" [Request Spec Sheet](#)
Vinyl Size: 13' 0" x 31' 0"
Facing/Read: North East/Right
Illuminated: YES
Rate: \$650.00



Location # 4



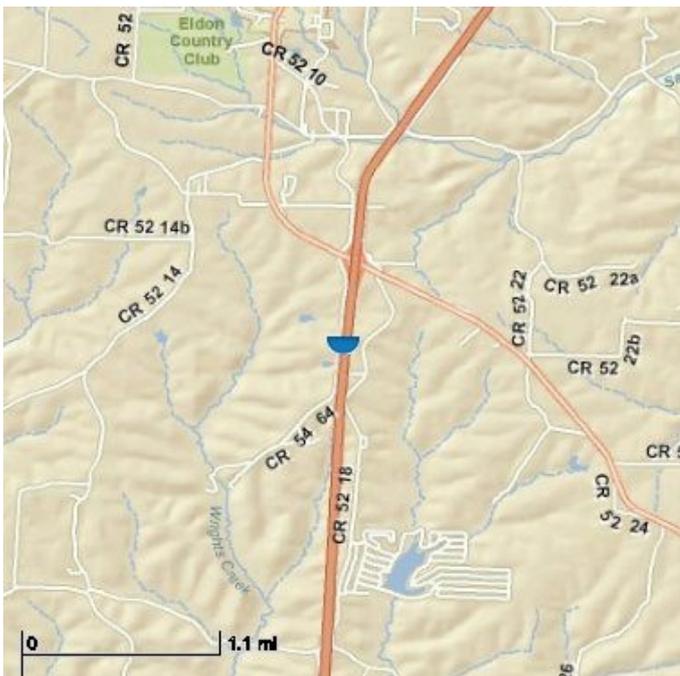
Advertising Strengths: Get your message out to the traffic driving into the Lake of the Ozarks market with this great bulletin location!

Market: MILLER
Panel: 61871

TAB Unique ID: 0
Location: S/S HWY 54 2.1 MI W/O HWY 52 W/B
Lat/Long: 38.2769/-92.5808
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: Pending Audit
Copy Size: 20' 0" x 40' 0" [Spec Sheet](#)
Vinyl Size: 21' 0" x 41' 0"
Facing/Read: North/Left
Illuminated: YES
Rate: \$1,000.00



Location # 5



Advertising Strengths: Get your message out to all of the inbound traffic to the Lake of the Ozarks with this bulletin location!
PRODUCTION RATE: \$900.00 net, **CURRENT COPY:** BLUE HERON

Market: MILLER
Panel: 28581

TAB Unique ID: 312783
Location: N/S HWY 54 .6 MI W/O HWY 52 W/B
Lat/Long: 38.2990/-92.5801
Media/Style: Permanent Bulletin/Regular
Weekly Impressions: 47448
Copy Size: 12' 0" x 30' 0" [Request Spec Sheet](#)
Vinyl Size: 12' 6" x 31' 0"
Facing/Read: North/Right
Illuminated: YES
Rate: \$600.00



Osage Beach Digital

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	Weekly Impressions	Illum.
	1	7001	30471852	Permanent Bulletin / Digital	West	14' 0" x 48' 0"	63391	YES
Location: N/S HWY 54 .5 MI W/O PASSOVER RD E/B Rate: \$1500								
	2	70011	30635836	Permanent Bulletin / Digital	North East	10' 6" x 36' 0"	55629	NO
Location: S/S HWY 54 .8 MI W/O PASSOVER RD W/B Rate: \$1,500.00								
	3	63233	0	Permanent Bulletin / Digital	East	20' 0" x 40' 0"	Pending Audit	YES
Location: N/S HWY 54 .3 MI E/O HWY 42 W/B Rate: \$1,500.00								
Total Weekly Impressions: 119020								



Osage Beach Digital



These charts indicate the demographic breakdown of your proposed panels within your Lamar out-of-home campaign. Please discuss with your Lamar representative how additional locations and outdoor products may help you achieve a greater concentration of your target audience.



Location # 1



Advertising Strengths: Great digital in the heart of Osage Beach

Market: CAMDEN
Panel: 70001

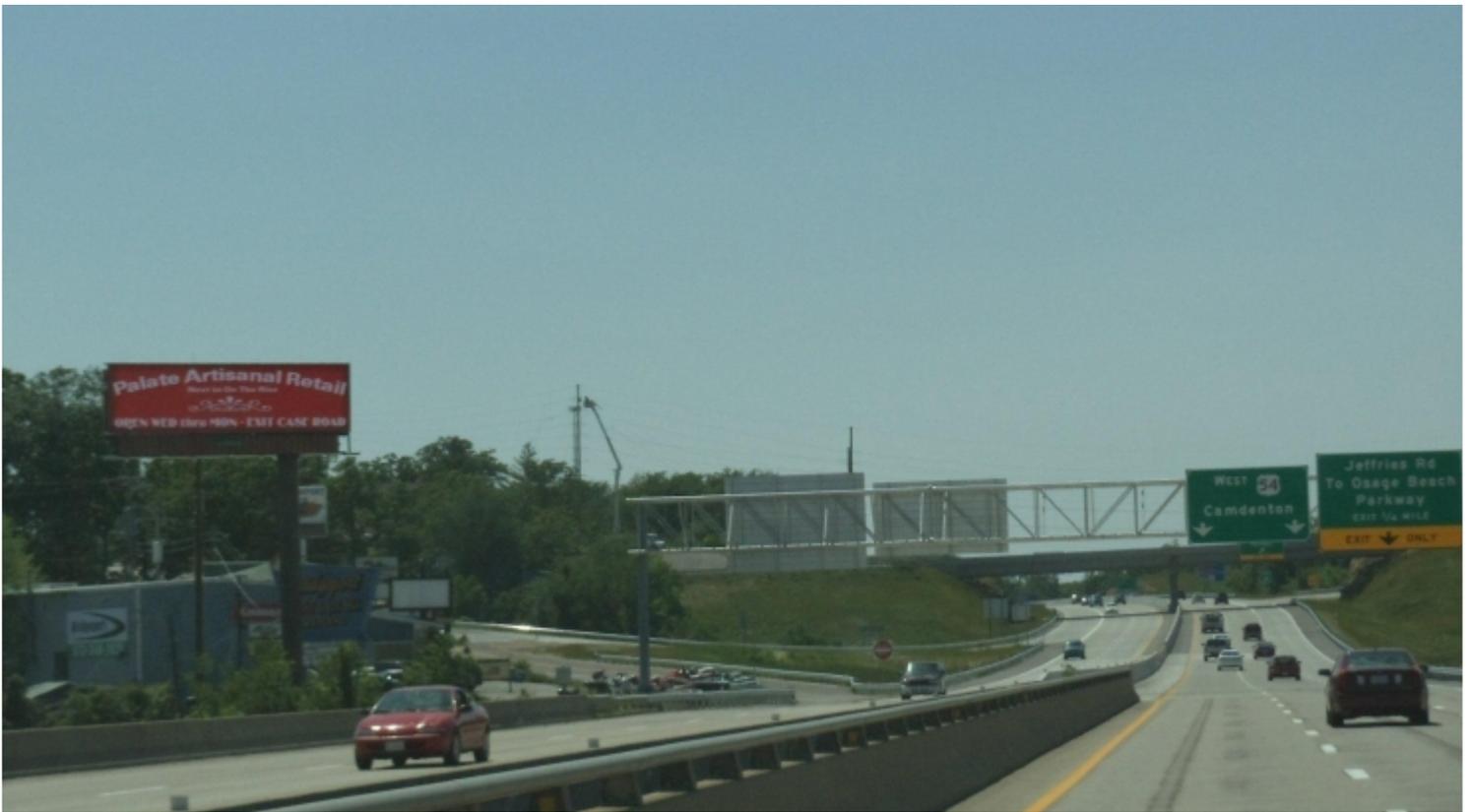
TAB Unique ID: 30471852
Location: N/S HWY 54 .5 MI W/O PASSOVER RD E/B
Lat/Long: 38.1340/-92.6404
Media/Style: Permanent Bulletin/Digital
Weekly Impressions: 63391
Copy Size: 14' 0" x 48' 0" [Spec Sheet](#)
Pixel Dimensions: 176 pixels (h) x 624 pixels (w)
Facing/Read: West/Left
of slots: 7
Dwell Time: 8
Guar. spots per day: 1426



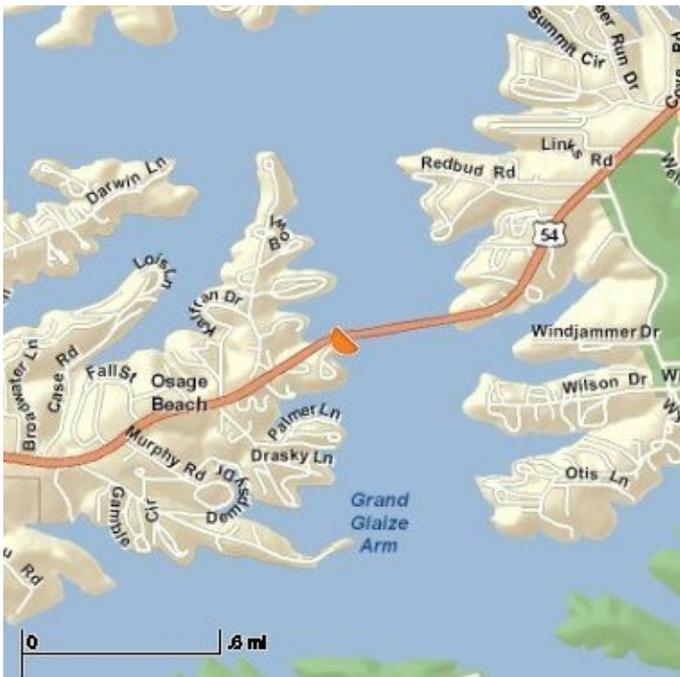
Missouri, MO

800-452-2042

Physical Address: 6910 Highway 54, Osage Beach, MO 65065
 Mailing Address: P.O. Box 1089, Osage Beach, MO 65065



Location # 2



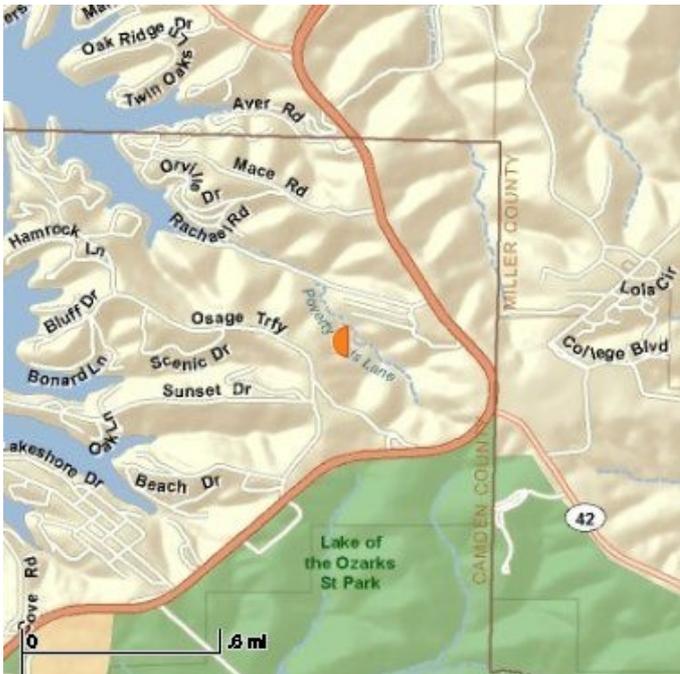
Advertising Strengths: WOW! Get the message out to not only highway traffic driving across the Grand Glaize Bridge, but ample boat traffic driving on the Grand Glaize Arm of the lake to area marinas and dock restaurants!

Market: CAMDEN
Panel: 70011

TAB Unique ID: 30635836
Location: S/S HWY 54 .8 MI W/O PASSOVER RD W/B
Lat/Long: 38.1331/-92.6461
Media/Style: Permanent Bulletin/Digital
Weekly Impressions: 55629
Copy Size: 10' 6" x 36' 0" [Spec Sheet](#)
Pixel Dimensions: 144 pixels (h) x 522 pixels (w)
Facing/Read: North East/Left
of slots: 7
Dwell Time: 8
Guar. spots per day: 1426



Location # 3



Advertising Strengths: WOW! Get your message out with this great digital bulletin on Hwy 54 in the heart of Osage Beach's shopping areas!

Market: CAMDEN
Panel: 63233

TAB Unique ID: 0
Location: N/S HWY 54 .3 MI E/O HWY 42 W/B
Lat/Long: 38.1604/-92.6128
Media/Style: Permanent Bulletin/Digital
Weekly Impressions: Pending Audit
Copy Size: 20' 0" x 40' 0" [Request Spec Sheet](#)
Pixel Dimensions: 288 pixels (h) x 592 pixels (w)
Facing/Read: East/Right
of slots: 7
Dwell Time: 8
Guar. spots per day: 1426



Missouri, MO

800-452-2042

Physical Address: 6910 Highway 54, Osage Beach, MO 65065
 Mailing Address: P.O. Box 1089, Osage Beach, MO 65065

Submission Date: March 27, 2013
Submitted By: Parks & Recreation Manager
Board Meeting Date: April 4, 2013

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

Description of Item:

Proposal by the Flying Dragon Disc Golf Club to construct an 18-hole disc golf course in the Osage Beach City Park

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

City Staff, residents, and visitors

Why is Board Action Required?

Needs Board approval for concept and eventually approve an agreement of some type.

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

Discussion of this proposal.

Are there any deadlines associated with this action?

The Flying Dragon Disc Golf would like to get 9-holes of the 18-hole disc golf course completed by the summer season and work on obtaining sponsorship for the additional 9-holes as the sponsorship money is received

Comments and Recommendation of Department:

The total project will be voluntarily paid for by sponsorships to The Flying Dragon Disc Golf Club and/or the City of Osage Beach.

City Administrator Comments and Recommendation:

The attached information explains the concept and proposal. If the Board likes the proposal, an agreement will be prepared outlining the details. The Parks & Recreation Manager can explain how this worked in the City of Camdenton. We believe this would be an excellent addition to our City Park.

PROPOSAL TO THE OSAGE BEACH PARKS DEPARTMENT FOR AN 18-HOLE DISC GOLF COURSE IN THE CITY PARK

The Flying Dragon Disc Golf Club is proposing the installation of an 18-hole disc golf course in the Osage Beach City Park. The course will be installed as a permanent facility.

RATIONALE

Disc Golf:

Disc golf is a fun, inexpensive, healthy and environmentally friendly game that can be enjoyed by people of all ages and abilities. It is played much like traditional golf, only instead of hitting a ball into a hole you throw a disc into an elevated metal basket. As players progress from the "tee" to the "hole," the trees, shrubs and terrain changes in and around the "fairways" provide challenging obstacles. Ultimately, the "putt" is tossed into the basket and the hole is completed. The goal of disc golf is the same as traditional golf: to complete the course in the fewest number of shots.

Meeting Recreational Needs:

Disc golf is a sport that is growing in popularity across the United States, and especially among families. There are now more than 2500 disc golf courses in the United States and Canada, nearly all installed by city and county parks departments. Research has found that there are few recreational activities that offer the high benefit-to-cost ratio of disc golf. Disc golf has low capital and maintenance costs, is environmentally sound, is played year-round in all climates and is enjoyed immediately even by beginners. A disc golf course in Osage Beach City Park will provide an inexpensive form of recreation for people of all age and skill levels and be a welcome addition to the recreational facilities in the Park.

Affordability & Accessibility:

At a time when the cost of participation has made many recreational activities inaccessible, disc golf is a breath of fresh air. The course will be free to the public and open year-round. The only equipment needed is a disc which costs around \$8-\$20 and can be used over and over again.

The disc golf course will also serve a broad section of the community. The game is extremely easy to learn and the course is short enough that it can be played in under an hour. Men and women, young and old, families with small children -- all will be able to play disc golf.

Financing for the Course:

Open for discussion

Construction:

The installation of an 18-hole disc golf course in the Osage Beach City Park will simply involve the construction of tees; the installation of inexpensive, durable signs and baskets, and the clearing and removal of trees and underbrush.

Tees:

- Each hole will have one tee pad measuring approximately 5' x 12'. The tee pad will be made of a minimum of 4" thick concrete. A bed of 1" gravel should border the pad to minimize erosion.

Baskets:

- A Pole Hole basket with a locking collar set in a cement hole measuring approximately 10" in diameter and 28" deep. In addition, each hole will have one additional collar placement so that the basket may be moved to those locations periodically to change up the course and help control erosion.
- The baskets should be made of 3/8" powder coated steel. The pole should be made of 2" galvanized or powder coated steel. The basket should contain 24 – 3/8" galvanized chains.

Tee Signs:

- Each hole will have a sign indicating the hole number, length, recommended flight path and par. These would be constructed by sinking a 6 foot long 4'x 4' wood post into a cement hole measuring 18" wide and 24" deep. A 1' x 1' piece of wood 1" thick will then be attached to the post and then an aluminum sign attached to that. The design of the signs will be done in cooperation with the Parks and Recreation Department to ensure consistency with the overall Park "look" and standards.

Course Sign:

- In addition, a rules sign and information board near the first hole will be installed.

Course Design:

The course has been designed by Gary Braman and Stan Balke with the help of other members of the Flying Dragon Disc Golf Club.

Course Name:

Members of the Flying Dragon Disc Golf Club Facebook page were asked to suggest names for the course. Name suggestions can be found in Annex III.

ANNEXES

- I. Course Design Elements
- II. Surrounding Towns With Disc Golf Courses
- III. Suggested Course Names

ANNEX I

Course Design Elements

1. SPACE:

The first decision is to determine what type of course you would like to develop and whether enough space is available for that type of course. The amount of space available can sometimes depend on whether brush and trees can be removed to create fairways. Ideally, a well balanced course has a mixture of holes that go completely thru the woods, partially thru woods and mostly in the open. Typically, fairways in the woods range from 20-40 feet wide. This usually means that some larger trees sometimes need to be removed to create fair flight paths.

Most new courses are being developed with two sets of tees to better serve the different skill levels of players in the community, even if both sets aren't installed right away due to budget constraints. Four levels of player skills (Gold, Blue, White and Red) have been defined with design guidelines for each level (see Course Design Guidelines for PDGA Skill Levels & Divisions). Public courses are usually designed with a combination of Blue & Red or White & Red tees to meet the needs of most players. Well developed disc golf markets and private facilities can sometimes justify installing a few of the longest, most challenging courses that include Gold tees for the highest level of players, although it still makes sense to install a set of shorter tees for White or Red level players.

A full length Championship course can require more than one acre per hole depending on foliage density (more trees, less acreage required). However, a small recreational course can sometimes fit 2-3 holes per acre depending on terrain. (Read the document on Acreage Guidelines for more detailed information at www.pdga.com/cd_start.php)

2. HOLE COUNT:

Most courses are either 9 or 18 holes. There are several with 12, 24 or 27 holes. Tradition appears to dictate that the number of holes be divisible by 3. It's better to install a well designed, dual tee 12-hole course than it is to install a cramped, less safe 18-hole course on the same piece of land.

3. LENGTH:

Most courses should have at least one configuration for beginners and casual recreational players that rarely averages more than 250 feet per hole (75 meters). This works out to a maximum of 4500 ft (1350m) for an 18-hole course or 2250 feet (675m) for an 18-holer. The preferred length range is 3600-4300 feet (1080-1290m) for the shortest setup on a typical 18-hole public course. This is an average length of 200-240 feet per hole (60-73m). No hole should be shorter than 120 feet (35m) even on courses for Red level players, but 150 feet (45m) is the "normal" low end limit.

Longer configurations are achieved by installing alternate tees and/or target positions on several holes. Typical 18-hole course setups for amateur White level players range from 4500-6000 feet (1350-1800m). Course setups longer than 6000 feet (1800m) are primarily for better players at the Blue or Gold level, and for tournament play. There is no maximum length allowed for a hole. The longest holes in the world are about 1200 feet (366m). See document: Course Design Guidelines for PDGA Skill Levels & Divisions

4. HOLE NOTES:

There should be a preferred flight path to a hole. Ideally, there should be more than one flight path (including rollers) to play several of the holes. There should not be too many obstructions within 30 ft (10m) of each target. An obstruction should not be so imposing that a player can't at least try to putt by stretching sideways, throwing from a low stance or throwing over the top of or through any obstacles near a target.

No player throwing from the shortest (or only) tee on a hole should ever be "forced" to throw over water that is normally greater than 18" deep (50cm). Have an alternate flight path (usually to the left) that gives player the option to not cross water. Any normally dry trenches or bodies of water under 18" deep that are regularly in play should have safe paths down and out to be able to throw and/or retrieve discs safely.

5. TEES:

Hard surface tee pads of textured cement or asphalt are preferred. Preferred size is 5 ft wide by at least 12 ft long (1.8x3m). Maximum size is 6 ft wide by 20 ft long with the back end flaring out to 10 feet wide. If you need to conserve materials, make tee pads shorter on short or downhill holes and longer on long holes. For example, a hard surfaced tee pad at the top of a hill on a short hole might only need to be 8 ft long because players will just stand at the front edge of the tee to make their throws.

Non-hard surface tee areas should be even surfaced and not contain protruding rocks or roots. Tee areas should be level from left to right. They should not slope too sharply from front to back. The front edge of tee area must be indicated by the front edge of a tee board buried flush in the ground or by the imaginary line between two stakes that mark the front edge.

Beyond the front of each tee pad should be adequate room for follow-thru so a player doesn't risk twisting an ankle, falling off a ledge or whacking their arm on a tree or sign. If possible, provide adequate level ground for a runup behind each tee pad, especially on longer holes. Avoid major obstructions that severely block flight path up to 20 feet in front of tee.

On courses with alternate tees on some holes, the tees in the shorter positions should always be better or at least equal in quality to those in longer positions. For example, avoid designs where the long tee pads are cement and short tee pads are grass or dirt.

The tee color for each set of tees should match one of the four recognized player skill levels that set of tees was designed for: Gold, Blue, White or Red. Sometimes there's no room for two tees on every hole. Just make sure to mark each tee on single tee holes with both colors.

Course managers are encouraged to move toward these color guidelines when the opportunity presents itself for new installations, redesigns or course upgrades when their current color(s) do not match the PDGA guidelines.

6. TARGETS:

Any well marked object, post or basket can serve as a target. Make sure targets do not have any sharp edges to injure players or damage discs. Locally fabricated targets for sale or to be installed on public land must not violate any basket manufacturer's patents. Most PDGA sanctioned events require the use of PDGA approved baskets which are listed here: www.pdga.com/discs.php

7. SIGNS:

Install a rules sign prominently before the first tee, plus post a rules sheet on an information board (if there is one). Signs or marker arrows near each target should indicate the direction to next tee (as needed). Signs should indicate Out-of-bounds boundaries and any other areas players should avoid. The shortest tee on each hole should have permanent signs indicating the hole number, length, teeing direction (if needed) and recreational par. Signs on shortest tees should always be equal to or better than those at longer positions on each hole.

8. PAR:

Par should be set for each tee/basket position combination on a hole based on the player skill level they were designed for. The document Course Design Guidelines for PDGA Skill Levels & Divisions provides some assistance for determining these values. In addition, the following document: [PublicPar.pdf](#) provides a more specific way to determine par based on length and foliage elements of holes for each player skill level. The hole length should be adjusted up or down if it has a significant upslope or down slope based on a 3-to-1 factor (i.e. 30 feet adjustment for every 10 feet elevation change).

So players know what standard has been used for par, it should be indicated on scorecards and tee signs as Blue Par or Red Par, which hopefully matches the tee color(s) used. When less precise estimates are used to determine par, the older method is to use the terms Expert or Pro Par for longer tees and Standard or Amateur Par for shorter tees.

9. LAYOUT:

Fairways should not cross one another and should be far enough apart so errant throws aren't constantly in the wrong fairway. Fairways should not cross or be too close to public streets, sidewalks and other busy areas where non-players congregate. Avoid hazardous areas such as swamps and thorny or poisonous foliage. Tees and targets should be far enough from the targets and fairways of other holes.

The tee for the first hole should be the closest to the regular parking area. The target for the last hole should not be too far from the parking area and relatively close to the first tee. If possible, try to locate at least one other hole in the middle of course near the parking area. Try to minimize the amount of walking between holes (still keeping safety in mind).

ANNEX II

Surrounding Towns with Disc Golf Courses

Cours. Name	Location	Distance	Holes	Disc Type	Surface
Dragon Ridge	Camdenton, Mo	14 Miles	10	Monkey Traps	Natural
Boswell Park DGC	Lebanon, MO	38 Miles	9	Monkey Traps	Concrete
Jared Hilton DGC	Lebanon, MO	38 miles	18	Monkey Traps	Concrete
Airpark Field	Eldon, MO	16 Miles	9	DISCatcher	Grass
Versailles DGC	Versailles, Mo	28 Miles	9	DGA	Grass
Hillbilly Fairgrounds DGC	Laurie, Mo	20 Miles	9	Mixed	Natural
Proctor Lake Park	California, MO	38 Miles	9	Other	Concrete
Bearcat DGC @ SW Baptist University	Bolivar, MO	57 Miles	9	Baskets	Natural
Joseph C. Miller DGC	Jefferson City, MO	45 Miles	18	Mach 5	Concrete
Lion's Club DGC	Rolla, MO	70 Miles	18	Gateway Titan	Grass
Ber Juan Park	Rolla, MO	70 Miles	9	DISCatcher	Grass
Tom Watkins DGC	Springfield, MO	88 Miles	18	Gateway Titan	Dirt
Ash Grove City Park	Ash Grove, MO	100 Miles	9	Mach 3	Grass
Emmett Kelly Park	Houston, MO	90 Miles	9	Home Made	Woodchips
Albert Oakland Park - Front Course	Columbia, MO	76 Miles	18	Mach 2	Concrete
Oak Grove Park	Springfield, MO	85 Miles	9	Mach 1	Concrete
McBride Park	Springfield, MO	92 Miles	10	DGA	Grass
Indian Hills DGC	Columbia, MO	75 Miles	18	Mach 3	Concrete
Albert Oakland Park - Back Course	Columbia, MO	76 Miles	18	Mach 3	Concrete
Veterans Park	Fulton, MO	68 Miles	18	DISCatcher	Concrete
McCauley Park	Nixa, MO	100 Miles	18	DGA	Concrete
Miller Park Lucky 13	Republic, MO	101 Miles	13	DGA	Natural
Grubaugh Park	Ozark, MO	98 Miles	18	Mach 1	Concrete

ANNEX III**Course Name Suggestions:**

1. Dragon Lake at Osage Beach
2. Wazhazhe Disc Golf Course at Osage Beach (Wazhazhe is the Indian name for Osage)
3. Dragon Cove at Osage Beach
4. Dragon's Lair at Osage Beach
5. Osage Dragon Disc Golf Course
6. Osage Highlands Disc Golf Course
7. Dragon Hollow at Osage Beach
8. Watson Hollow Disc Golf Course
9. Osage Borderlands Disc Golf Course
10. Osage Beach Disc Golf Course
11. Lakeside Hollows at Osage Beach
12. Zebra Disc Golf Course
13. Magic Dragon at Osage Beach
14. Land of the Magic Dragon Disc Golf Course
15. Mystic Dragon at Osage Beach
16. Lake of the Ozarks Disc Golf Course
17. Dragon's Lair at Watson's Hollow
18. Dragon's Breath Disc Golf Course
19. Hatchery Lake Disc Golf Course
20. Dragon's Launch at Osage Beach.

Submission Date: March 27, 2013
Submitted By: City Administrator
Board Meeting Date: April 4, 2013

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

Description of Item:

Key Largo Intersection, 54 Expressway

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

Citizens, visitors, business owners, City of Osage Beach

Why is Board Action Required?

No specific action required.

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

Discussion. At the request of the Mayor and Board, this item was added to the agenda for further discussion.

Are there any deadlines associated with this action?

No.

City Administrator Comments and Recommendation:

At the March 21st Board Meeting, Alderman Rucker discussed the attached letter from State Representative Rocky Miller dated February 11, 2013 to David Silvester. Alderman Rucker asked if we had received a reply. In actuality, it appears that neither Mayor Lyons nor staff had received this letter. However, we checked with Bob Lynch of MoDOT who said that several meetings had been held since that date with Representative Miller and David Silvester, but the City has not been notified of any further information. To our knowledge, MoDOT is waiting for the City to respond whether or not we want any of the options they previously offered, which we understand from Mr. Lynch are still on the table.

CAPITOL OFFICE
 State Capitol, Room 115B
 201 West Capitol Avenue
 Jefferson City, MO 65101-6806
 Tele: 573-751-3604
 Email:
 Rocky.Miller@house.mo.gov



COMMITTEES
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 Resources
 Member: Utilities

ROCKY MILLER
 State Representative
 District 124

February 11, 2013

David Silvester, P.E.
 MoDOT-Central District
 1511 Missouri Blvd.
 P.O. Box 718
 Jefferson City, MO 65102

Dear Mr. Silvester,

I appreciated you meeting with me about the Key Largo intersection in Osage Beach and would like for you to move forward with a proposal and cost estimate for the following:

1. Improve the right hand out as planned in previous MoDOT plans.
2. Retain the left hand in as constructed.
3. Emphasize and delineate the existing right hand in and possibly decrease the amount of curvature.
4. Do not add traffic control (round about or lights) at Osage Beach Parkway.

Thank you again and please contact me if you have any questions.

Sincerely,

Rocky Miller
 State Representative
 District 124

cc: Mayor Penny Lyons
 Alderman Kevin Rucker
 Alderman Ron Schmitt
 Alderman Lois Farmer
 Alderman Steve Kahrs
 Alderman Fred Catcott
 Alderman John Olivarri

Proudly Serving the Citizens of the 124th District.

Read 3/21/13 by Alderman Rucker



Camdenton R-III School District

Everyone Learning Every Day

P O Box 1409

Camdenton, MO 65020-1409

Phone: 573-346-9213 · Fax: 573-346-9211

Superintendent
Tim Hadfield, Ed.D.

Deputy Superintendent
Brian Henry, Ed.D.

Assistant Superintendents
Roma Lee France
Jim Rich, Ph.D.

March 27, 2013

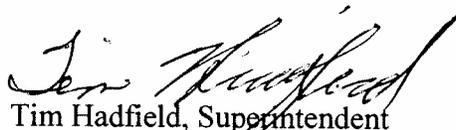
The Honorable Penny Lyons
Mayor of City of Osage Beach
1000 City Parkway
Osage Beach MO 65065

Dear Mayor Lyons,

It has come to our attention there may be the possibility of construction of a new frontage road between Y Road and the Harley Davidson dealership. At the present time if such a road currently existed, Camdenton buses would not utilize this road. With this said, changes in requests and routing in the future could lead to the utilization of such a road.

It appears an outer road could provide a safer route to and from school if this rerouting would occur. We, most certainly, would support the continuation of the City's efforts to help increase the safety of our staff and students.

Sincerely,


Tim Hadfield, Superintendent


Gary E. Cuendet, Transportation Director

TEH/III

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