



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 3, 2014 – 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 03/20/2014 (Page 01)
- Bills List (Page 09)

UNFINISHED BUSINESS

- A. Bill No. 14-08. Amendment to Section 125.030, First Responders Political Activity. Second Reading (Page 20)

- B. Bill No. 14-09. Amendment to Section 115.120 E to Comply with new State Statute Governing the Termination of an Appointed Police Chief. Second Reading (Page 22)

NEW BUSINESS

- A. Public Hearing. Rezoning Case No. 372. Langpaul Holdings LLC (Page 34)
- B. Bill No. 14-15. Authorize Mayor to Execute Contract for City Hall Sidewalk/Curb Repair. First and Second Readings (Page 25)
- C. Bill No. 14-16. Zoning Map Amendment. Rezoning Case 372. Langpaul Holdings LLC. First Reading (Page 37)
- D. Bill No. 14-17. Amendment to Cross-Connection and Backflow Control Program. First and Second Readings (Page 39)
- E. Bill No. 14-18. Amendment to Open Meeting and Records. First Reading (Page 47)
- F. Bill No. 14-19. Authorize Execution of FEMA Subgrant Application. First and Second Readings (Page 59)
- G. Authorize Renewal Contract with Vaisala for Maintenance of Localizer at Lee C. Fine Airport (Page 75)
- H. Bid Award. Chemicals for use by Water and Sewer Departments (Page 85)
- I. Bid Award. Sewer Pump Truck with Pressure Washer (Page 89)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

March 20, 2014

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, March 20, 2014, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Michelle Myler, Alderman John Olivarri, Alderman Ron Schmitt, and Alderman Kevin Rucker. Alderman Steve Kahrs was absent. The City Clerk, Diann Warner, was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that residents in Ozark Meadows were pleased with the last snow removal the public works crew did this winter.

Mayor Lyons presented a Certificate of Achievement for Excellence in Financial Reporting to Karri Bell, City Treasurer. This is the 14th year to receive the award based on the standards of the Comprehensive Annual Financial Reports. Mrs. Bell accepted the award on behalf of the City and the Finance Department. She said without the City's support, the award would not be possible. City Treasurer Bell was congratulated for her achievement.

Citizens Communications.

No one was present who wished to address the Board at this time.

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting held on March 6, 2014, and the bill list as submitted. Alderman Myler seconded the motion which was voted on and passed.

Unfinished Business.

Bill No. 14-07. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 600.120.C.1 AND REPLACING IT WITH A NEW SECTION 600.120.C.1 TO AUTHORIZE THE CITY CLERK TO ISSUE TO THOSE ORGANIZATIONS HOLDING A CURRENT LICENSE FOR SALE OF LIQUOR BY THE DRINK A CATERER'S LICENSE NOT TO EXCEED 7 DAYS IN DURATION.

Mayor Lyons presented the second and final reading of Bill No. 14-07. It was noted that Bill No. 14-07 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 14-07. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-07 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Catcott, Alderman Rucker. "Nays": None. "Absent": Alderman Kahrs. Bill No. 14-07 was passed and approved as Ordinance No. 14.07.

New Business.

Bill No. 14-08. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING A NEW SUBPART 5, ADDED INTO SECTION 125.030 C TO CONFORM TO STATE STATUTES PERMITTING POLITICAL ACTIVITY BY EMERGENCY SERVICE “FIRST RESPONDERS”

City Attorney explained that Bill No. 14-08 is designed to bring our Municipal Code into compliance with State Law as required by Section 71.010 R.S.Mo. which allows off duty first responders to participate in political activities.

Mayor Lyons presented the first reading of Bill No. 14-08 by title only. It was noted that Bill No. 14-08 has been available for public review.

Alderman Catcott moved to approve the first reading of Bill No. 14-08 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 14-09. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.120, REMOVAL OF OFFICER, BY ADDING A NEW SUBPART E, TO COMPLY WITH MISSOURI STATUTES REGARDING TERMINATION OF A POLICE CHIEF

City Attorney Ed Rucker explained that Bill 14-09 is designed to bring our ordinances into compliance with State Law as required by Section 71.010 R.S.Mo. which specifies the manner in which an appointed police chief is terminated.

Mayor Lyons presented the first reading of Bill No. 14-09 by title only. It was noted that Bill No. 14-09 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 14-09 as presented. Alderman Myler seconded the motion which was voted on and unanimously passed.

Bill No. 14-10. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH CRAWFORD, MURPHY & TILLY, INC. FOR LAND ACQUISITION SERVICES AT THE GRAND GLAIZE AIRPORT

Public Works Director Nick Edelman explained that this supplemental agreement is for additional land services at Grand Glaize Airport. An appraisal was required by MoDOT that was not originally anticipated to complete the acquisition and title opinions were also required for this project. The cost of the change is \$10,115; however, MoDOT will reimburse 90% of the cost of the work.

Mayor Lyons presented the first reading of Bill No. 14-10 by title only. It was noted that Bill No. 14-10 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 14-10 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-10. It was noted that Bill No. 14-10 has been available for public review.

Alderman Myler moved to approve the second and final reading of Bill No. 14-10. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-10 and to pass same into Ordinance: “Ayes:” Alderman Schmitt, Alderman Myler, Alderman Catcott, Alderman Rucker, Alderman Olivarri. “Nays”: None. “Absent”: Alderman Kahrs. Bill No. 14-10 was passed and approved as Ordinance No. 14.10.

Bill No. 14-11. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE WATER TOWER FENCING PROJECT WITH KEN KAUFFMAN & SONS EXCAVATING, LLC

The following bids were received:

Lake Central Fence, LLC	\$6,247.37
American Pride Hauling, LLC	\$9,800.00
Ken Kauffman & Sons Excavating, LLC	\$5,395.00

Ken Kauffman & Sons Excavating, LLC is the apparent low bidder. Public Works Director Edelman said the Public Works Department has worked with Ken Kauffman & Sons Excavating, LLC in the past with positive results and he recommended awarding the Water Tower Fencing project to Ken Kauffman & Sons Excavating, LLC. Mr. Edelman said that because the bids came in so low, he planned to put out a bid for fencing at the Swiss Village Tower.

Mayor Lyons presented the first reading of Bill No. 14-11 by title only. It was noted that Bill No. 14-11 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 14-11 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-11. It was noted that Bill No. 14-11 has been available for public review.

Alderman Catcott moved to approve the second and final reading of Bill No. 14-11. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-11 and to pass same into Ordinance: “Ayes”: Alderman Myler, Alderman Catcott, Alderman Rucker, Alderman Olivarri, Alderman Schmitt. “Nays”: None. “Absent”: Alderman Kahrs. Bill No. 14-11 was passed and approved as Ordinance No. 14.11.

Bill No. 14-12. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMEREN CORPORATION FOR THE RELOCATION OR INSTALLATION OF CERTAIN UTILITIES AT THE LEE C. FINE MEMORIAL AIRPORT

Public Works Director Nick Edelman explained that this agreement is for the relocation of Ameren Missouri facilities at Lee C. Fine Airport which are located where the new hangar building will be constructed. He added that Non-Primary Entitlement funds may be used for utility relocations but

MoDOT requires that we enter into an agreement with Ameren Corporation to be reimbursed. This is MoDOT's standard agreement for utility relocates which has a cost of \$10,713.40. The City would be reimbursed by MoDOT in the amount of 90%. Public Works Director recommended approval.

Mayor Lyons presented the first reading of Bill No. 14-12 by title only. It was noted that Bill No. 14-12 has been available for public review.

Alderman Myler moved to approve the first reading of Bill No. 14-12 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-12. It was noted that Bill No. 14-12 has been available for public review.

Alderman Schmitt moved to approve the second and final reading of Bill No. 14-12. Alderman Myler seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-12 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Rucker, Alderman Olivarri, Alderman Schmitt, Alderman Myler. "Nays": None. "Absent": Alderman Kahrs. Bill No. 14-12 was passed and approved as Ordinance No. 14.12.

Bill No. 14-13. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 505.030 REQUIRING A BLASTING PERMIT TO BE OBTAINED FROM THE BUILDING OFFICIAL AND ADDING A NEW SECTION 505.130, PENALTIES FOR FAILURE TO COMPLY

Building Official Ron White explained that the City has issued several blasting permits over the years and the permit requirements have not been updated to reflect new State and Municipal requirements. Bill No. 14-13 will clarify the requirements of the City and ensure compliance with State statutes. The Building Official recommended approval.

Mayor Lyons presented the first reading of Bill No. 14-13 by title only. It was noted that Bill No. 14-13 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 14-13 as presented. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-13. It was noted that Bill No. 14-13 has been available for public review.

Alderman Myler moved to approve the second and final reading of Bill No. 14-13. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-13 and to pass same into Ordinance: "Ayes:" Alderman Rucker, Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Catcott. "Nays": None. "Absent": Alderman Kahrs. Bill No. 14-13 was passed and approved as Ordinance No. 14.13.

Bill No. 14-14. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE CITY PARK IRRIGATION CONTROLLERS 2014 WITH HUTCHINS TELECOM, INC.

The following bids were received:

Rost Superior Services, LLC	\$8,575.00
Hutchins Telecom, Inc.	\$6,536.00

Hutchins Telecom, Inc. is the apparent low bidder. They have been awarded several City contracts in the past with positive results. Public Works Director Nick Edelman recommended awarding the City Park Irrigation Controllers 2014 project to Hutchins Telecom, Inc. The insurance company will reimburse the City for this expense.

Mayor Lyons presented the first reading of Bill No. 14-14 by title only. It was noted that Bill No. 14-14 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 14-14 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-14. It was noted that Bill No. 14-14 has been available for public review.

Alderman Myler moved to approve the second and final reading of Bill No. 14-14. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-14 and to pass same into Ordinance: “Ayes”: Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Catcott, Alderman Rucker. “Nays”: None. “Absent”: Alderman Kahrs. Bill No. 14-14 was passed and approved as Ordinance No. 14.14.

Authorize Purchase of Ford-350 Service Truck for Sewer Department.

Public Works Director Edelman explained that this purchase for the Sewer Department is a replacement for a 2004 Ford truck. The budgeted amount is \$44,000. Staff recommends the purchase be made from the MoDOT state bid from Joe Machens Capitol City Ford in the amount of \$33,337. This is under budget by \$10,663 and these funds will be used for the purchase of a crane which was included in the budgeted amount, but not included in the state bid process and will be bid out separately in the near future.

Alderman Schmitt moved to authorize the purchase of a Ford 350 service truck in the amount of \$33,337 from the MoDOT state bid as recommended. Alderman Myler seconded the motion which was voted on and unanimously passed.

Authorize Purchase of Ford 550 Dump Truck for Street Department.

Public Works Director Edelman explained that this purchase for the Street Department is a replacement for a 2005 truck. The budgeted amount is \$55,000. Staff recommends the purchase be made from the MoDOT State bid from Joe Machens Capitol City Ford in the amount of \$50,323. This is under by \$4,677 and these funds will be used for the purchase of a snow plow which was budgeted, but not included in the state bid process and will be bid separately in the near future.

Mr. Edelman was unsure if the bid includes a spreader but he will find out and report back to the Board.

Alderman Olivarri moved to authorize the purchase of a Ford 550 Dump Truck from the MoDOT State bid as recommended in the amount of \$50,323. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorization to Provide Engineering and Contract Administration Services to the Osage Beach Special Road District.

Director of Public Works Nick Edelman explained that Aver Road Residents asked the Osage Beach Special Road District to repair their road after the storm event in August. The OBSRD has agreed to fund the project and they would like to utilize City staff in case Aver Road becomes a City street in the future. Several residents on Aver Road would like the street to become a City street but currently it does not meet standards. This project will not accomplish the needed improvements, but it will help improve the roadway.

Mr. Edelman said the OBSRD and the City have worked on many projects in the past and they have provided funding for various streets like this one. The Public Works Department recommends providing engineering services for this project.

Alderman Olivarri moved to authorize the Engineering Department to provide engineering and contract administration services to the Osage Beach Special Road District to improve Aver Road. Alderman Myler seconded the motion which voted on and unanimously passed.

Bid Award. Vehicle Equipment for Four 2014 Ford Police Interceptor Utility Vehicles

The following bids were received:

Ed Roehr Safety Products		\$16,591.08
Severn Safety Supply	Bid 1	\$8,715.12
	Bid 2	\$15,960.08
	Bid 3	\$3,257.28
Ray O'Herron		\$15,373.20
Turn Key Mobile Inc.		\$19,128.00

Police Chief Todd Davis asked for authorization to purchases certain items from Ed Roehr Safety Products, which was the low bidder on these items, as shown on the attached Exhibit A. The amount for this equipment totals \$10,850.00.

Alderman Schmitt moved to award the bid for vehicle equipment to Ed Roehr Safety Products as requested in the amount of \$10,850.00. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Authorize Purchase of Mobile and Hand Held Radios.

Public Works Director Edelman explained that radios provide effective communications among Public Works personnel. It is the primary means of communications for our field staff and it allows them to communicate with each other as well as the Public Works office. There are currently 12

Public Works trucks that either do not have radios or have radios that are inoperable. Also, the base station radio along with the supporting accessories for the Public Works building is old and needs to be replaced. This purchase also provides for the purchase of 15 handheld radios for Public Works staff. The handhelds will be utilized to replace existing handhelds as it becomes necessary.

The Police Department currently uses Motorola radios and they have the ability to program them. Based upon this information, it was decided to purchase the Motorola brand.

The City of Columbia, Missouri currently has a cooperative purchase agreement with Wireless USA for the purchase of Motorola radios. This cooperative purchase agreement allows other municipalities to “piggy back” on this contract for the purchase and/or installation of the radios.

After discussions with Wireless USA, it was determined that the Motorola CDM 750 would suffice for the mobile/base radios and the HT 750 for the handheld radios.

It is recommended that the City purchase these items from Wireless USA in the amount \$19,801.40. The following is the cost breakdown per account:

20-00-774255:	\$8,150.77	(\$13,400 budgeted)
30-00-774255:	\$4,499.70	(\$6,000 budgeted)
35-00-774255:	\$7,150.93	(\$9,500 budgeted)

Alderman Olivarri moved to authorize the purchase of mobile and handheld radios from Wireless USA as recommended from the City of Columbia’s cooperative purchase agreement. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communication from Board Members.

Alderman Catcott. Fred Catcott thanked everyone for the Volunteer Appreciation Dinner last night.

Alderman Myler. Michelle Myler expressed her appreciation for the Volunteer Dinner

Alderman Olivarri. John Olivarri expressed his appreciation for the Volunteer Appreciation Dinner to honor the volunteers who serve on the various boards and commissions.

Staff Communications.

Assistant City Administrator. Jeana Woods reported that portions of the park will be open in a couple of weeks, but access to some areas will be restricted until fall. Parking will be available in fields one and three.

Airport Manager. Budd Hyde reported that the contractor started on the hangar project at Lee C. Fine and staff has been replacing things that were damaged by the wind storm last month.

There being no further business to come before the Board, the meeting adjourned at 7:00 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 20, 2014.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 3, 2014**

Bills Paid Prior to Board Meeting	119,407.03
Payroll Paid Prior to Board Meeting	119,341.80
SRF Transfer Prior to Board Meeting	227,947.20
TIF Transfer Prewitt's Pt	111,463.24
TIF Transfer Dierbergs	32,441.50
Bills Pending Board Approval	129,555.34
Total Expenses	<u>740,156.11</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	FEB CVC COLLECTIONS	463.45		
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	225.00		
		MO DEPT OF REVENUE	PARK, BOOKS, MISC SALES TA	0.68		
				State Withholding	3,613.75	
		MO TREASURER BUDGET DIRECTOR	PCE OFFCR STNDRDS &TRAININ	65.00		
		INTERNAL REVENUE SERVICE	Fed WH	11,773.40		
			FICA	6,622.81		
			Medicare	1,548.85		
		ICMA	Retirment 457 &	551.13		
			Retirement 457	765.00		
			Loan Repayments	786.64		
			Loan Repayments	662.97		
			Loan Repayments	403.52		
			Loan Repayments	306.58		
			Loan Repayments	345.86		
			Loan Repayments	377.55		
			Loan Repayments	298.81		
			Loan Repayments	372.42		
			Loan Repayments	62.19		
			Retirment Roth IRA %	55.35		
			Retirement Roth IRA	290.00		
		CITIZENS AGAINST DOMESTIC VIOLENCE	FEB COLLECTIONS	130.00		
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	1,296.00		
		ONE TIME VENDOR AMERICAN EAGLE OUTFI	132225	790.00		
			TOTAL:	31,806.96		
		Mayor & Board	General Fund	UNIVERSITY EXTENSION	2014 LAKE BUSINESS CONFERE	120.00
				INTERNAL REVENUE SERVICE	FICA	152.16
					Medicare	35.61
				LAKE OZARKS CONVENTION & VISITOR BUREA	CVB DINNER	300.00
				ICMA	Retirement 401	137.50
				BANKCARD CENTER 5352	MML CONF - MAYOR & BOARD	520.00
	PAPER & ENV			62.77		
	GIFT BAGS			57.50		
LAKE OF THE OZARKS LODGE No 2517	BALANCE VOLUNTEER DINNER H			1,262.00		
	TOTAL:			2,647.54		
Collector	General Fund			INTERNAL REVENUE SERVICE	FICA	17.45
			Medicare	4.08		
			TOTAL:	21.53		
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	439.46		
			Medicare	102.77		
		ICMA	Retirement 401	438.19		
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00		
			TOTAL:	1,130.42		
City Clerk	General Fund	WARNER, DIANN	MILEAGE REIMB 03/10-03/13/	92.96		
		INTERNAL REVENUE SERVICE	FICA	458.64		
			Medicare	107.26		
		ICMA	Retirement 401	454.57		
		BANKCARD CENTER 5352	NOTARY STAMP/JOURNAL TAYLO	45.60		
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00		
	TOTAL:	1,384.03				
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	490.74		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	114.77
		ICMA	Retirement 401	484.81
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,315.32
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.23
			Medicare	22.27
		ICMA	Retirement 401	92.76
			TOTAL:	210.26
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	305.25
			Medicare	71.39
		ICMA	Retirement 401	298.61
		BANKCARD CENTER 5352	MML CONF - E RUCKER	130.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
		ST LOUIS COUNTY MUNICIPAL LEAGUE	POLICE MATTERS WEBINAR	10.00
			TOTAL:	890.25
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	334.09
			Medicare	78.13
		ICMA	Retirement 401	334.44
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	971.66
Building Maintenance	General Fund	AMEREN MISSOURI	SERV 2/13-3/16/14 CH	3,925.85
			TOTAL:	3,925.85
Parks	General Fund	ALLIED WASTE SERVICES #435	FEB TRASH SERVICE PARK DEP	44.45
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	10.36
			BALL DIAMONDS CONS STAND	15.61
			HWY 42 BALL PK LTS	10.77
		INTERNAL REVENUE SERVICE	FICA	278.38
			Medicare	65.09
		ICMA	Retirement 401	236.93
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	849.09
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	125.68
			Medicare	29.39
		BANKCARD CENTER 3374	PRE-EMPLMNT BACKGRND CHECK	12.00
		ICMA	Retirement 401	125.07
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	367.14
Overhead	General Fund	AT & T/CITY HALL	MAR SERVICE	2,513.34
		BANKCARD CENTER 3374	WORKER'S COMP PHARMACY	16.00
			TOTAL:	2,529.34
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,681.01
			Medicare	627.01
		ICMA	Retirement 401	2,648.55
		DAVIS, TODD	TRAVEL EXP REIMB	8.00
		NORTH AMERICAN POLICE WORK DOG ASSOC	S FORD REGISTRATION FEE	275.00
		JP MORGAN CHASE BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				TOTAL:
				7,589.57
911 Center	General Fund	AT & T/CITY HALL	911 SERVICE 02/23-03/22/14	1,352.92
		INTERNAL REVENUE SERVICE	FICA	709.36
			Medicare	165.89
		ICMA	Retirement 401	721.97
		ASANTE, KWABENA	UNIFORM SHIRTS REIMB	41.57
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	450.00
				TOTAL:
				3,516.71
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	226.78
			Medicare	53.03
		ICMA	Retirement 401	223.33
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
				TOTAL:
				615.64
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	308.58
			Medicare	72.17
		ICMA	Retirement 401	299.62
		AT&T INTERNET/IP SERVICES	IP SERVICE 02/19-03/18/14	853.56
		CHARTER BUSINESS	SERVICE 03/01-03/31/14	207.61
		VERIZON WIRELESS	SERV 01/22-02/21/14	80.10
		JP MORGAN CHASE BANK	HSA Contribution	37.50
				TOTAL:
				1,859.14
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	493.23
		INTERNAL REVENUE SERVICE	Fed WH	1,393.51
			FICA	987.02
			Medicare	230.80
		ICMA	Retirement 457	175.73
			Loan Repayments	100.30
			Loan Repayments	60.91
			Loan Repayments	16.89
			Retirement Roth IRA	16.75
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	38.65
				TOTAL:
				3,533.79
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTING	3,645.29
			STREET LIGHTING	1,385.55
		AMEREN MISSOURI	827 PASSOVER RD STREET LIG	55.71
			LIGHTING PALISADES COMMON	109.83
			MAINT SALT BLDG	46.80
		INTERNAL REVENUE SERVICE	FICA	987.00
			Medicare	230.82
		ICMA	Retirement 401	952.11
		BANKCARD CENTER 5106	17PC MISC TOOLS	8.95
			OTTERBOX MOTOROLA CASES	30.18
		JP MORGAN CHASE BANK	HSA Contribution	86.25
			HSA Family/Dep. Contributi	350.25
		PHILLIPS, MITCHELL	REIMB SAFETY WORK BOOTS	89.99
				TOTAL:
				7,978.73
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,413.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			State Withholding	253.53
		INTERNAL REVENUE SERVICE	Fed WH	816.72
			FICA	566.94
			Medicare	132.61
		ICMA	Retirement 457	76.30
			Loan Repayments	103.61
			Loan Repayments	48.30
			Loan Repayments	42.21
			Loan Repayments	68.06
			Loan Repayments	103.62
			Retirement Roth IRA	16.50
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	12.50
			WATER LIENS	14.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	48.25
			TOTAL:	4,717.04
Water	Water Fund	AMEREN MISSOURI	COLUMBIA COLLEGE WELL	1,258.64
		AMEREN MISSOURI	PARKVIEW WELL 02/13-03/16/	357.53
			BLUFF RD WATER TOWER	1,240.88
			COLLEGE WELL BEHIND CHURCH	1,699.05
			COLUMBIA COLLEGE TOWER	66.16
		INTERNAL REVENUE SERVICE	FICA	566.96
			Medicare	132.61
		ICMA	Retirement 401	567.56
		BANKCARD CENTER 5106	17PC MISC TOOLS	8.95
			OTTERBOX MOTOROLA CASES	30.19
		JP MORGAN CHASE BANK	HSA Contribution	48.75
			HSA Family/Dep. Contributi	336.75
			TOTAL:	6,314.03
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	443.49
		INTERNAL REVENUE SERVICE	Fed WH	1,468.06
			FICA	966.91
			Medicare	226.15
		ICMA	Retirment 457 &	55.87
			Retirement 457	131.16
			Loan Repayments	93.41
			Loan Repayments	56.78
			Loan Repayments	73.22
			Loan Repayments	66.51
			Loan Repayments	12.57
			Retirement Roth IRA	16.75
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS	12.50
			SEWER LIENS	14.00
		JP MORGAN CHASE BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	23.10
			TOTAL:	3,677.98
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,853.87
			GRINDER PUMPS & LIFT STATI	4,777.43
		AMEREN MISSOURI	701 PA HE TSI	9.79
		INTERNAL REVENUE SERVICE	FICA	966.91
			Medicare	226.12
		ICMA	Retirement 401	829.22
		GILMORE & BELL PC	2001A REBATE CALC	646.00
		BANKCARD CENTER 5106	36X64 BLIND LF 1IN MIN	5.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			17PC MISC TOOLS	8.96
			OTTERBOX MOTOROLA CASES	30.18
		STARK, CHAD	MILEAGE REIMB 03/05-03/11/	95.20
		JP MORGAN CHASE BANK	HSA Contribution	90.00
			HSA Family/Dep. Contributi	363.00
		HAWK, JIM	MILEAGE REIMB 03/05-03/11/	20.49
			TOTAL:	11,922.79
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	353.00
		INTERNAL REVENUE SERVICE	Fed WH	972.34
			FICA	726.94
			Medicare	170.02
		ICMA	Loan Repayments	62.73
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	62.50
			TOTAL:	2,347.53
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	726.94
			Medicare	170.02
		ICMA	Retirement 401	607.58
		BANKCARD CENTER 5352	POSTAGE	10.13
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	300.00
			TOTAL:	1,852.17
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	675.22
			State Withholding	58.60
		INTERNAL REVENUE SERVICE	Fed WH	203.32
			FICA	180.54
			Medicare	42.21
		ICMA	Retirment 457 &	122.71
			TOTAL:	1,282.60
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	UTILITY RELOCATIONS	10,713.40
		AMEREN MISSOURI	1111 LCF RD WELL	9.79
			LO STATE PARK LOCALZR	44.67
			AIRPORT FIREHOUSE	294.76
			KAISER TERMINAL BLDG	350.25
			LCF AIRPORT HANGAR	260.35
			LCF NEW AIRPORT HANGAR	92.39
			LCF AIRPORT HANGAR	98.32
		MO AIRPORT MANAGERS ASSOC	MOSAC MEMBERSHIP	25.00
			MAMA MEMBERSHIP	10.00
			MAMA CONFERENCE	25.00
		INTERNAL REVENUE SERVICE	FICA	180.54
			Medicare	42.21
		ICMA	Retirement 401	182.23
		JP MORGAN CHASE BANK	HSA Contribution	22.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	12,501.41
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	0.73
			State Withholding	64.40
		INTERNAL REVENUE SERVICE	Fed WH	216.49
			FICA	173.25
			Medicare	40.53
		ICMA	Retirment 457 &	81.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	577.21
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AIRPORT HANGAR	38.26
			AIRPORT RD HWY 54	359.58
			GG AIRPORT SHOP	36.37
			957 AIRPORT RD	11.67
			TBLC EXT D GG AIRPORT	23.74
			GG AIRPORT HANGAR	20.30
			GG AIRPORT SLEEPY	9.79
		MO AIRPORT MANAGERS ASSOC	MOSAC MEMBERSHIP	25.00
			MAMA MEMBERSHIP	10.00
			MAMA CONFERENCE	25.00
		INTERNAL REVENUE SERVICE	FICA	173.25
			Medicare	40.53
		ICMA	Retirement 401	170.31
		JP MORGAN CHASE BANK	HSA Contribution	52.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,071.30

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

10	General Fund	61,630.45
20	Transportation	11,512.52
30	Water Fund	11,031.07
35	Sewer Fund	15,600.77
40	Ambulance Fund	4,199.70
45	Lee C. Fine Airport Fund	13,784.01
47	Grand Glaize Airport Fund	1,648.51

 GRAND TOTAL: 119,407.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	WALMART COMMUNITY/GECRB	TISSUE	3.97
		HY-VEE FOOD & DRUG STORES INC	FLOWERS - TRINA'S SISTER	<u>53.00</u>
			TOTAL:	56.97
City Administrator	General Fund	STAPLES ADVANTAGE	PENS	<u>14.57</u>
			TOTAL:	14.57
City Clerk	General Fund	STAPLES ADVANTAGE	PARCHMENT	<u>12.50</u>
			TOTAL:	12.50
City Treasurer	General Fund	SCHRANZ, PATRICIA	SEMINAR TRAVEL ADVANCE	90.73
		MOGFOA	K BELL, M WELTY	<u>180.00</u>
			TOTAL:	270.73
Municipal Court	General Fund	ALPHAGRAPHICS	WINDOW ENVELOPES	78.94
		STAPLES ADVANTAGE	TONER	<u>47.94</u>
			TOTAL:	126.88
Building Inspection	General Fund	QUILL	EXPAN FILE JACKETS LEGAL	117.99
			COLORED CPY PPR, STAMP, RU	14.41
		FLEET ONE	BLDG DEPT FUEL	57.56
		DATA COMM INC	CUSTOM STAMP	33.34
		STAPLES ADVANTAGE	CLOROX WIPES	<u>16.74</u>
			TOTAL:	240.04
Building Maintenance	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	FLR LAMPS & BALSTS	124.16
			15AMP DUP RECEP LT ALM, FL	135.59
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO	225.45
		SHERWIN-WILLIAMS	PAIL, BRUSH, PLSTR PTCH	23.57
		STAPLES ADVANTAGE	FOAMSOAP, CUPS, TOWLS, TIS	355.05
			TOWELS, TP, RENUZIT	<u>168.39</u>
	TOTAL:	1,032.21		
Parks	General Fund	MEEKS BUILDING CENTER	WAFER BRD, LUMBER	572.50
		FLEET ONE	PARKS FUEL	136.52
			PARKS FUEL	145.63
		HDR INC	PARK REHAB & REPAIR	11,790.20
		NU WAY CONCRETE FORMS CENTRAL INC	SAFETY FENCE, STAKES, REBA	1,028.80
		O'REILLY AUTOMOTIVE STORES INC	FLOORMATS	29.99
			GAUGE	37.99
			GAUGE RETURNED	37.99
			PARTCLNR, CARBCLNR	32.58
			ACC RELAY	12.04
			STRT FLD, PRIMER BULB	29.18
			HOSE CLAMP	1.80
			MOTOR TREATMENT	8.99
		LAKE SUN LEADER 81525 & 1586450	IRRIGATION BID	229.50
		DAM STEEL SUPPLY	ANGLE, FLAT BAR, CLAWS	423.76
		MO STATE AGENCY FOR SURPLUS	HAMMERS	10.00
			INSECT SPRAY, OIL	27.00
		FOSTER BROS WOOD PRODUCTS INC	KIDDIE KUSHION	1,525.50
			KIDDIE KUSHION	526.84
			KIDDIE KUSHION	1,053.66
		HEDRICK MOTIV WERKS LLC	FUEL PUMP 2000 SILVERADO	460.94
		EZARD'S	SPRAY PAINT, PRIMER	8.98
			FASTENERS	7.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NYLON TWINE	7.99
		MODOR: DIV OF ALCOHOL & TOBACCO CONTRO	LIQUOR LICENSE RENEWAL	50.00
			TOTAL:	18,119.48
Overhead	General Fund	ALPHAGRAPHERICS	WINDOW & REG ENVELOPES	326.26
		KANSAS CITY SERIES OF LOCKTON COMPANIE	NOTARY BOND A HAMMOND	40.00
			NOTARY BOND C KIDWELL	40.00
		STAPLES ADVANTAGE	COPY PAPER	83.70
			TOTAL:	489.96
Police	General Fund	WALMART COMMUNITY/GEGRB	DE-ICERS, SNOWBRSHS, SCRAP	23.02
			BATTERIES	14.88
		FLEET ONE	PUBLIC SAFETY FUEL	1,215.21
			PUBLIC SAFETY CAR WASH	56.00
			PUBLIC SAFETY FUEL	1,134.22
			PUBLIC SAFETY CAR WASH	48.93
		SIRCHIE FINGER PRINT LABORATORIES	EVID BAGS	68.34
		LAKE AREA NARCOTICS ENFORCEMENT GROUP	1/2 ANNUAL MEMBERSHIP	5,000.00
		PSE INSTALLATION	INSTALL RADIO/ANTENNAS #23	100.00
			SIREN REPAIR #27	35.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE PD27	32.50
		SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	574.84
			LEG IRONS, RAINCOATS & JKT	2,691.23
			STINGERS	2,958.87
			PANTS	62.00-
			UNIFORMS	119.97-
		GT DISTRIBUTORS INC	GLOCK FIXED SIGHTS	3,632.00
		STAPLES ADVANTAGE	TONER, BATTERIES, CPY PPR,	198.54
			TOTAL:	17,601.61
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	REZONING	69.75
			PH - MERLI	85.50
		STAPLES ADVANTAGE	WIDE RULE PADS, ENVELOPES	34.23
			TOTAL:	189.48
Economic Development	General Fund	CARROT-TOP IND INC	CUSTOM STREET BANNER	1,191.53
		LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	4,191.53
Transportation	Transportation	MEEKS BUILDING CENTER	BLACKTOP PATCH	20.98
			BLACKTOP PATCH	41.96
		FLEET ONE	TRANS - ENG FUEL	19.58
			TRANS FUEL	1,813.73
			TRANS - ENG FUEL	52.27
			TRANS FUEL	452.46
		KNAPHEIDE TRUCK INC	DRIVER SIDE BAFFLE #53	69.90
		NORTH AMERICAN SALT CO	HWY SALT	1,639.59
		LAKE SUN LEADER 81525 & 1586450	2014 SLURRY SEAL BID	225.00
		BILLS TREE AND CRANE SERVICE	SNOWFLAKES TO BANNERS	800.00
			HOLIDAY LIGHTS TO BANNERS	400.00
		DAM STEEL SUPPLY	CULVERTS, BAND	58.50
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, BRAKE PADS #55	218.18
			OIL CHG #53	41.95
			OIL CHG, MRKR LIGHTS #59	64.51
			OIL CHG #62	41.95
			OIL CHG, WPR BLADES, LGHTS	114.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HOOD SHOCKS #61	114.96
		CARD SERVICES 4091	WORK BOOTS - J TINDALL	124.99
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	39.46
			STREET DEPT FLOOR MATS	7.20
		SOUTHWEST STONE SUPPLY INC	2" CREEK ROCK	74.26
		EZARD'S	SHOVEL	9.99
			ECHO POWER EQUIP	9.99
			SHOVEL	13.99
		STAPLES ADVANTAGE	WIDE RULE PADS, ENVELOPES	14.28
			TOTAL:	6,483.93
Water	Water Fund	WALMART COMMUNITY/GEGRB	CELL LEATHER	17.96
		FLEET ONE	WATER - ENG FUEL	19.58
			WATER FUEL	279.14
			WATER - ENG FUEL	52.27
			WATER FUEL	393.72
		GOEHRI, GEORGE	APR INSURANCE PREMIUMS	82.06
		MO ONE CALL SYSTEM INC	LOCATES	73.45
		O'REILLY AUTOMOTIVE STORES INC	STABILIZER, MOTOR OIL	13.98
			IMPACT DRIVER	9.99
		LAKE SUN LEADER 81525 & 1586450	WATER TREATMENT CHEM BID	83.25
		CAMDEN COUNTY RECORDER OF DEEDS	FAX FEE	2.00
		HD SUPPLY WATERWORKS LTD	4' PROBE, BLUE MARKING PAI	77.94
			LEAD FREE WATTS REGS	247.00
			BALL VLV	14.62
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	24.11
			WATER DEPT FLOOR MATS	7.20
		STAPLES ADVANTAGE	WIDE RULE PADS, ENVELOPES	14.27
		DPC ENTERPRISES LP	FLUORIDE, CHLORINE	3,916.82
			TOTAL:	5,329.36
Sewer	Sewer Fund	MEEKS BUILDING CENTER	BLACKTOP PATCH	10.49
		EZARD'S	2" GALV ELBOW	10.99
		RP LUMBER INC	5/16 PROOF COIL CHAIN	239.98
		FASTENAL CO	QUICK LINKS, ANCHOR SHACKL	127.63
			M 16X40CrsA2S/SLHSCS	60.52
		FLEET ONE	SEWER - ENG FUEL	19.60
			SEWER FUEL	205.78
			SEWER - ENG FUEL	52.27
			SEWER FUEL	288.10
		MO ONE CALL SYSTEM INC	LOCATES	73.45
		EVOQUA WATER TECHNOLOGIES LLC	BLOWER	3,262.00
			MONTHLY ODOR CONTROL	1,750.00
		LAKE SUN LEADER 81525 & 1586450	SEWER VACUUM TRUCK BID	69.75
		CONSOLIDATED ELECTRICAL DISTR, INC	WIRE, SCREWS, COND & STRAP	102.02
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	37,474.51
		AMERICAN PUBLIC WORKS ASSOC	ADDITIONAL ROSTERED MEMBER	28.00
		JCI INDUSTRIES INC	PUMP REPAIR #JS2945	2,995.00
			PUMP REPAIR #0013157	3,274.14
			PUMP REPAIR #JS2942	3,698.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	39.83
			SEWER DEPT FLOOR MATS	7.20
		STAPLES ADVANTAGE	DRY ERASE MARKERS	6.60
			WIDE RULE PADS, ENVELOPES	14.28
		TEMEN EXCAVATING CO	MACE RD SEWER EXTENSION	19,179.45
			TOTAL:	72,989.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	WALMART COMMUNITY/GEGRB	ALLFR SEN150, BLEACH, FAB	39.85
		FLEET ONE	AMB FUEL	91.96
			AMB FUEL	133.49
		AIRGAS, INC	MEDICAL OXYGEN	564.61
		CLIA LABORATORY PROGRAM	CERTIFICATE FEE	150.00
		PSE INSTALLATION	MEDIC 9 RADIO	150.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	238.00
			MEDICAL SUPPLIES	145.21
			MEDICAL SUPPLIES	396.00
			TOTAL:	1,909.12
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GEGRB	OIL-DRI	8.44
		FLEET ONE	LCF FUEL	67.05
			LCF CAR WASH	4.00
			LCF FUEL	0.00
			LCF CAR WASH	0.00
		EDMO DISTRIBUTORS INC	WINDSOCKS	143.69
			TOTAL:	223.18
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL	72.32
			GG FUEL	0.00
		EDMO DISTRIBUTORS INC	WINDSOCKS	192.90
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	8.98
			TOTAL:	274.20

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

10	General Fund	42,345.96
20	Transportation	6,483.93
30	Water Fund	5,329.36
35	Sewer Fund	72,989.59
40	Ambulance Fund	1,909.12
45	Lee C. Fine Airport Fund	223.18
47	Grand Glaize Airport Fund	274.20

GRAND TOTAL: 129,555.34

BILL NO. 14-08

ORDINANCE NO. 14.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING A NEW SUBPART 5, ADDED INTO SECTION 125.030 C TO CONFORM TO STATE STATUTES PERMITTING POLITICAL ACTIVITY BY EMERGENCY SERVICE "FIRST RESPONDERS"

WHEREAS, Section 67.145 of the Statutes of the State of Missouri was enacted into law by the 2013 General Assembly of the State of Missouri specifically protects the political activity of emergency service first responders while off duty; and,

WHEREAS, the Board of Aldermen hereby finds the ordinances of the City must, pursuant to Section 71.010 Revised Statutes of Missouri, be in conformance with state law; and,

WHEREAS, the Board of Aldermen conclude that an amendment to the ordinances of the City is necessary and proper:

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

Section 1 That a new sub part 5 of Section 125.030 C of the Osage Beach Municipal Code of Ordinances be and is hereby enacted as follows:

Sec. 125.030 C 5. Political Activity of First Responders

Nothing in the foregoing subparts 1 through 4 of this Section 125.030.C shall prohibit any "First Responder" defined as any person trained and authorized by law or rule to render emergency medical assistance or treatment. including, but not limited to, emergency first responders, police officers, ambulance attendants and attendant drivers, emergency medical technicians, mobile emergency medical technicians, emergency medical technician-paramedics, registered nurses or physicians from engaging in any political activity while off duty and not in uniform, from being a candidate for elected or appointed public office, or from holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law. In any situation where there is a conflict between this subpart and subparts 1 through 4 as applied to a "First Responder" this section shall control. In all other situations subparts 1 through 4 shall remain in full force and effect.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: March 20, 2014

READ SECOND TIME: _____

I hereby certify that Ordinance No.14.08 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.14.08.

Penny Lyons, Mayor

ATTEST:

Date

Diann Warner, City Clerk

BILL NO. 14-09

ORDINANCE NO. 14.09

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.120, REMOVAL OF OFFICER, BY ADDING A NEW SUBPART E, TO COMPLY WITH MISSOURI STATUTES REGARDING TERMINATION OF A POLICE CHIEF

WHEREAS, The Missouri General Assembly has passed and the Governor signed House Bill 307 from the 2013 Regular Session of the General Assembly which created a new statute Section 106.273 which enacted changes to the authority of the City to remove the Police Chief; and,

WHEREAS, the Board of Aldermen hereby finds the ordinances of the City must, pursuant to Section 71.010 Revised Statutes of Missouri, be in conformance with state law; and,

WHEREAS, the Board of Aldermen conclude that an amendment to the ordinances of the City is necessary and proper:

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

Section 1. That Section 115.120, Removal of Officer of the Osage Beach Code of Ordinances be amended to add a new subsection "E" to read as follows:

Section 115.120 E: Termination of Chief of Police.

1. Termination of the Chief of Police shall be subject to the following definitions and procedure:

2. For the purposes of this section, the following terms shall mean:

(1) "Chief" shall mean the Chief of Police appointed pursuant to Section 200.030 of this code.

(2) "Just cause", exists when a chief:

(a) Is unable to perform his or her duties with reasonable competence or reasonable safety as a result of a mental condition, including alcohol or substance abuse;

(b) Has committed any act, while engaged in the performance of his or her duties, that constitutes a reckless disregard for the safety of the public or another law enforcement officer;

(c) Has caused a material fact to be misrepresented for any improper or unlawful purpose;

(d) Acts in a manner for the sole purpose of furthering his or her self-interest or in a manner inconsistent with the interests of the public or the city;

(e) Has been found to have violated any law, statute, or ordinance which constitutes a felony; or

(f) Has been deemed insubordinate or found to be in violation of a written established policy, unless such claimed insubordination or violation of a written established policy was a violation of any federal or state law or local ordinance.

3. A chief shall be subject to removal from office or employment if:

- (1) The Board of Aldermen issues a written notice to the chief no fewer than ten business days prior to the meeting at which his or her removal will be considered;
- (2) The chief has been given written notice as to the Board of Aldermen's intent to remove him or her. Such notice shall include:
 - (a) Charges specifying just cause for which removal is sought;
 - (b) A statement of facts that are alleged to constitute just cause for the chief's removal; and
 - (c) The date, time, and location of the meeting at which the chief's removal will be considered;
- (3) The chief is given an opportunity to be heard before the Board of Aldermen, together with any witnesses, evidence and counsel of his or her choosing; and
- (4) The Board of Aldermen, by two-thirds majority vote, finds just cause for removing the chief.

4. Upon the satisfaction of the removal procedure under subsection 3 of this section, the chief shall be immediately removed from his or her office, shall be relieved of all duties and responsibilities of said office, and shall be entitled to no further compensation or benefits not already earned, accrued, or agreed upon.

5. After removal the Chief shall be issued a written notice of the grounds of his or her removal within fourteen calendar days of the removal.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid 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 4. 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 5. That this Ordinance shall be in full force and effect from and after the date of passage and

approval of the Mayor.

READ FIRST TIME: March 20, 2014 READ SECOND TIME: _____

I hereby certify that Ordinance No.14.09 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

Diann Warner, City Clerk

I hereby approve Ordinance No.14.09.

Penny Lyons, Mayor

ATTEST:

Date

Diann Warner, City Clerk

Submission Date: March 11, 2014

Submitted By: Building Official

Board Meeting Date: April 3, 2014

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

Description of Item:

Bill 14-15 – To authorize the Mayor to execute a contract for City Hall Sidewalk/Curb Repair and Installation of Parking Blocks along the sidewalks and surrounding City Hall with Moon Construction.

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

All City of Osage Beach homeowners, business owners and all visitors to this community.

Why is Board Action Required?

Contract item exceeds \$5,000; therefore, Board approval is required per Section 135.070 of the Municipal Code of the City of Osage Beach.

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

Request first and second readings of Bill 14-15, awarding the bid to Moon Construction, the lowest responsible bidder as per Section 135.090 of the Municipal Code of the City of Osage Beach.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

10-09-774256 – Building Improvements. 2014 Budget = \$12,700 Sidewalk, Curb and Parking Blocks

10-09-743100 Maintenance and Repair. 2014 Budget = \$33,000 Remove/Replace Concrete Drop Inlet Lid

Comments and Recommendation of Department:

Age and weathering has led to the degradation of various portions of our sidewalks around City Hall resulting in a need for repair/replacement.

Sidewalk Repair/Replacement is budgeted for 2014 in the amount of \$10,000.
 Parking Blocks are budgeted for 2014 in the amount of \$2,700.

Age and weathering, in conjunction with impact from snow removal equipment has damaged (beyond repair) a concrete drop inlet in the rear (West) parking lot of City Hall.

Remove and Replace Concrete Drop Inlet Lid is not a “planned” budget item, but can be covered under the City’s Maintenance and Repair account.

The City of Osage Beach solicited bids for sidewalk/curb repair and installation of parking blocks at City Hall. Sealed bids were accepted by the Office of the City Clerk at City Hall until 10:30 a.m., Monday, March 10, 2014. Four bids were received as follows:

Moon Construction	\$12,530.43
Stockman Construction	\$17,152.00
Travis Hodge Hauling	\$17,365.00
American Pride Hauling	\$18,989.24

Moon Construction is the apparent low bidder. The City has experienced with this company with favorable results.

The Building Department recommends the City Hall sidewalk and curb repair and parking block installation contract be awarded to Moon Construction in the amount of \$12,530.43. Request first and second readings of Bill 14-15.

\$2,890 will be charged to 10-09-743100, Maintenance and Repair and \$9,640.43 will be charged to 10-09-774256, Building Improvements.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Building Official.

BILL NO. 14-15

ORDINANCE NO. 14.15

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR CITY HALL SIDEWALK/CURB REPAIR AND INSTALLATION OF PARKING BLOCKS WITH MOON CONSTRUCTION

WHEREAS, the City solicited bids for City Hall Sidewalk/Curb Repair and Installation of Parking Blocks along the sidewalks and surrounding City Hall ; and

WHEREAS, Moon Construction submitted the lowest and best bid; and

WHEREAS, the City of Osage Beach seeks to execute a contract for City Hall Sidewalk/Curb Repair and Installation of Parking Blocks along the sidewalks and surrounding City Hall; and

WHEREAS, the City has determined Moon Construction is able to provide such services as described in the specifications for City Hall Sidewalk/Curb Repair and Installation of Parking Blocks.

THEREFORE, 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 Moon Construction substantially under the terms set forth in the attached contract for the City Hall Sidewalk/Curb Repair and Installation of Parking Blocks (“Exhibit A”).

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

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

READ FIRST TIME: _____ READ SECOND TIME _____

I hereby certify that the above Ordinance No. 14.15 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. 14.15.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

BID TABULATION
CITY HALL SIDEWALK AND CURB REPAIR 2014
0814-007

Section 1		Description		Est. Quant	Unit	Engineer's Estimate		Moon Construction Tipton, MO		Stockman Construction Jefferson City, MO		Travis Hodge Hauling Lake Ozark, MO		American Pride Hauling Centertown, MO	
Item No.						Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Remove and Replace Concrete Drop Inlet Lid	1	LS			\$ 2,700.00	\$ 2,700.00	\$ 2,890.00	\$ 2,890.00	\$ 4,300.00	\$ 4,300.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
2	Remove and Replace Concrete Sidewalk and Barrier Curb	24	SY			\$ 44.00	\$ 1,056.00	\$ 185.42	\$ 4,450.08	\$ 210.00	\$ 5,040.00	\$ 200.00	\$ 4,800.00	\$ 156.00	\$ 3,744.00
3	Remove and Replace Concrete Barrier Curb	48	LF			\$ 44.00	\$ 2,112.00	\$ 35.00	\$ 1,680.00	\$ 70.00	\$ 3,380.00	\$ 100.00	\$ 4,800.00	\$ 23.88	\$ 1,146.24
4	Concrete Curb Repair	1	LS			\$ 10.00	\$ 10.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 735.00	\$ 735.00
5	Sidewalk Joint Sealant	1	LS			\$ 10.00	\$ 10.00	\$ 50.00	\$ 50.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 639.00	\$ 639.00
6	Force Account Work	1	LS			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Total for Base Bid							\$ 8,988.00		\$ 10,220.08		\$ 14,200.00		\$ 14,700.00		\$ 9,784.24
Additive Bid Item No. 1															
1	Provide and Install Parking Blocks	41	EA			\$ 25.00	\$ 1,025.00	\$ 56.35	\$ 2,310.35	\$ 72.00	\$ 2,952.00	\$ 65.00	\$ 2,685.00	\$ 225.00	\$ 9,225.00
Total for Additive							\$ 1,025.00		\$ 2,310.35		\$ 2,952.00		\$ 2,685.00		\$ 9,225.00
Total for Base Bid Plus Additive No. 1							\$ 7,913.00		\$ 12,530.43		\$ 17,152.00		\$ 17,385.00		\$ 18,989.24

BID OPENING

CITY HALL SIDEWALK & CURB REPAIR 2014

03/10/2014

10:30 a.m.

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

Bidder Name		Amount of Bid
Travis Hodge Hauling, LLC	Base Bid	\$14,700.00
	Additive	\$2,665.00
	Total Bid	\$17,365.00
Moon Construction	Base Bid	\$9,220.08
	Additive	\$2,310.35
	Total Bid	\$11,530.43
American Pride Hauling, LLC	Base Bid	\$9,764.24
	Additive	\$9,225.00
	Total Bid	\$18,989.24
Stockman Construction Corp.	Base Bid	\$14,200.00
	Additive	\$2,952.00
	Total Bid	\$17,152.00

CITY HALL SIDEWALK AND CURB REPAIR 2014

EXHIBIT A
BID FORM

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

Gentlemen:

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

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

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

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

No. 0 Dated None
No. _____ Dated _____

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

CITY HALL SIDEWALK AND CURB REPAIR 2014

BASE BID						
CITY HALL SIDEWALK AND CURB REPAIRS 2014						
2/3/2014						
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE	
1 02632	1	LS	Remove and Replace Concrete Drop Inlet Lid	2890. ⁰⁰	2890. ⁰⁰	
2 02778	24	SY	Remove and Replace Concrete Sidewalk and Barrier Curb	185. ⁴²	4450. ⁰⁸	
3 02778	48	LF	Remove and Replace Concrete Barrier Curb	35. ⁰⁰	1680. ⁰⁰	
4 02778	1	LS	Concrete Curb Repair	150. ⁰⁰	150. ⁰⁰	
5 02778	1	LS	Sidewalk Joint Sealant	50. ⁰⁰	50. ⁰⁰	
6 01800	1	LS	Force Account Work	Contingent Sum	\$ 1,000.00	
TOTAL FOR BASE BID				\$ 9220.⁰⁸		

ADDITIVE BID ITEM NO. 1						
CITY HALL SIDEWALK AND CURB REPAIRS 2014						
ADDITIVE BID ITEM NO. 1						
2/3/2014						
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE	
1 03300	41	EA	Provide and Install Parking Blocks	56. ³⁵	2310. ³⁵	
TOTAL FOR ADDITIVES				\$ 2310.³⁵		
TOTAL FOR BASE BID PLUS ADDITIVE NO. 1				\$ 11530.⁴³		

TOTAL BID IN WRITING: Eleven Thousand Five Hundred Thirty Dollars and 43/100

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

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of

CITY HALL SIDEWALK AND CURB REPAIR 2014

delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

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

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

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

Dated at 12:00 this 8th day of March, 2014.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature]
Signature and Title

Aaron Moon owner
Typed or Printed Name

Doing Business As

Moon Construction
Name of Firm

Business Address of Bidder:

1553 Hwy B
Tipton Mo 65081
Telephone No. 573-353-9534

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Submission Date: March 24, 2014

Submitted By: Planning Commission

Board Meeting Date: April 3, 2014

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

Description of Item:

Bill 14-16 - Case 372: Rezoning from C-1 (General Commercial) to C-1 with E-Overlay. The applicant, Langpaul Holdings LLC and Mike Lynn, would like to move the personal watercraft rental business to the adjoining property formerly known as the Galvafoam property.

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?

The City's zoning code requires Board action on Planning Commission recommendations for rezoning. (Code Reference 405.610).

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

Motion to approve the first reading of Bill 14-16.

Are there any deadlines associated with this action?

90 day rule

Planning Department comments and recommendation:

Applicant: Langpaul Holdings and Mike Lynn

Location: On the north side of Passover Road on Robins Circle (old Galvafoam property).

Petition: Entertainment Overlay E-3 for the ability to rent personal water craft on the property.

Existing Use: Vacant Commercial Property

Zoning: C-1

Tract Size: 2.7 acres

Surrounding Zoning:

Surrounding Land Use:

North: R-3 Multi Family
R-1b Single Family

Mixed uses

South: C-1 Commercial

Robins Resort

East: C-1 Commercial

Parkview Bay Condominium

West: LU Lake Use

Lake of the Ozarks

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Citywide		May 1984

Utilities

<u>Water:</u>	City	<u>Gas:</u>	none
<u>Electricity:</u>	Ameren	<u>Sewer:</u>	City

Access: Property has access off of Passover Road and Robin's Circle.

Analysis:

1. The applicant is the owner of the 2.7-acre parcel in question. The request is to allow the rental of personal watercraft from a new dock structure that that will be attached to the property once approved by Ameren Missouri.
2. Recognizing past incompatibility problems with similar uses and less intense (residential) uses, the City adopted Ordinance 96.21, which regulates all uses with outdoor entertainment overlay zoning requirements.

Department Comments:

The primary intent of E-zones is to regulate outdoor activities that could adversely affect adjacent properties, both commercial and residential. The city's lake front resorts can probably be defined as lake front entertainment facilities as opposed to simply just hotels or motels. With the subject property's location in a corridor that is predominately commercially zoned, and having its lakefront on the main channel, it lends itself more favorably to this type of use. Another important fact is that the state made the area containing the subject property a no wake zone on weekends during the summer. These cases are situations when input from the surrounding property owners is important, and notifications were sent to all of those who own property within 1000 feet of the subject property. This means that it would be reasonable to expect those property owners to be represented at the meeting.

With this property's location in the commercial corridor away from any concentration of residential uses, and the fact that its lake front is on a high traffic portion of the main channel, **staff would recommend that this request be approved subject to the following provisions and conditions:**

Permitted Uses: The ability to rent personal watercraft from the subject property.

Parking: A new parking facility will need to be built in conformance with City Code.

Signage: The applicant will be required to get a sign permit for any additional signage that will be needed.

Exterior Lighting: Any additional lighting proposed as part of this activity must be shielded to direct light inward and not increase light intensity within adjoining properties.

Landscaping: A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

Final Development Plan: The site plan submitted with the application is sufficient for the final development plan. **(A full size site development plan was included with the Planning Commission Agenda Packet.)**

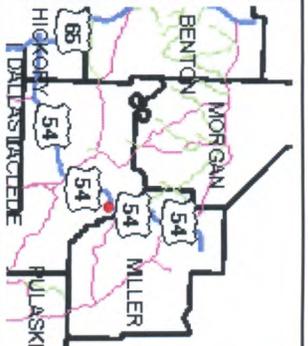
Planning Commission Recommendation:

The Planning Commission recommended approval by unanimous vote at their regularly scheduled meeting on March 11, 2014.

City Administrator Comments:

Concur with the recommendation of the Planning Department and the Planning Commission. Recommend approval of Bill 14-16. Request first reading.

Camden County, MO



- Legend**
- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - Road
 - Parcel
 - Corporate Limit Line
 - Land Hook
 - Lake of Ozarks
 - Section
 - County Boundary

1 : 5,051



Notes

This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

841.8 0 420.92 841.8 Feet

BILL NO. 14-16

ORDINANCE NO. 14.16

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

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

Section 1. That the real estate, described as follows, zoned C-1, General Commercial, is hereby rezoned to C-1 with E-Overlay:

That part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, described as follows: From the Southeast Corner of the Southeast Corner of the Southwest Quarter run West along the South Line of the Southeast Quarter of the Southwest Quarter 110.4 feet; thence North 36 degrees 38 minutes West 210.4 feet for the place of beginning; thence South 75 degrees 57 minutes West 138.3 feet; thence North 82 degrees 33 minutes West 92.8 feet; thence North 60 degrees 03 minutes West 96.7 feet; thence North 87 degrees 03 minutes West 134.8 feet; thence South 88 degrees 39 minutes West 203.3 feet to an iron pin set near the shoreline of the Lake of the Ozarks; thence along the shoreline North 2 degrees 36 minutes West 133.4 feet; thence North 39 degrees 24 minutes East 113.8 feet; thence North 71 degrees 34 minutes East 161.7 feet; thence leaving the shoreline South 31 degrees 50 minutes East 57.6 feet; thence South 74 degrees 29 minutes East 110.0 feet; thence South 52 degrees 37 minutes East 368.0 feet to the place of the beginning.

That part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 39 North, Range 16 West described as follows: beginning at the Southeast Corner of the Southeast Quarter of the Southwest Quarter run West along the South Line of the Southeast Quarter of the Southwest Quarter 334.0 feet to the centerline of a road; thence along road centerline North 30 degrees 15 minutes East 98.0 feet; thence along a 27 degrees curve to the right 182.4 feet; thence North 79 degrees 31 minutes East 42.1 feet; thence leaving the road centerline South 28 degrees 46 minutes East 205.5 feet to a point on the East Line of the Southeast Quarter of the Southwest Quarter; thence South along said East Line 14.1 feet to the place of the beginning.

EXCEPT the following tract of land lying in the Southeast Quarter of the Southwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and more particularly described as follows: From the Southeast Corner of the Southeast Quarter of the Southwest Quarter run West along the South Line of the Southeast Quarter of the Southwest Quarter 110.4 feet; thence North 36 degrees 38 minutes West 210.4 feet; thence South 75 degrees 57 minutes West 138.3 feet; thence North 82 degrees 33 minutes West 92.8 feet; thence North 60 degrees 03 minutes West 96.7 feet; thence North 87 degrees 03 minutes West 134.8 feet to an iron pin for the point of beginning; thence South 88 degrees 39 minutes West 203.3 feet to an iron pin set near the shoreline of the Lake of the Ozarks; thence along the shoreline of the Lake of the Ozarks North 2 degrees 36 minutes West 43.5 feet to an iron spike; thence departing said shoreline South 79 degrees 19 minutes East 208.5 feet to the point of beginning.

Section 2. That the development as described herein and referred to as Case 372 shall conform to the provisions as illustrated on the site plan and as follows:

Additional Permitted Uses: The ability to rent personal watercraft from the subject property.

Parking: A new parking facility will need to be built in conformance with City Code.

Signage: The applicant will be required to get a sign permit for any additional signage that will be needed.

Exterior Lighting: Any additional lighting proposed as part of this activity must be shielded to direct light inward and not increase light intensity within adjoining properties.

Landscaping: A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

Final Development Plan: The site plan submitted with the application is sufficient for the final development plan.

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. 14.16 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 14.16

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 26, 2014
Submitted By: Asst. City Administrator
Board Meeting Date: April 3, 2014

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

Description of Item:

Bill 14-17 – To amend Article V. Cross-Connection and Backflow Control Program by updating definitions, personnel titles, inspection and maintenance requirements and violations to the article.

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

Residents, visitors, and City staff

Why is Board Action Required?

Ordinance changes/additions require an ordinance.

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

Request first and second readings of Bill 14-17.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

Staff is recommending changes to Article V. Cross-Connection and Back Flow Control Program to update the definitions, personnel titles, and to update the inspection, reporting, and violations sections to mirror MDNR and internal practice of this policy.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Assistant City Administrator.

BILL NO. 14-17

ORDINANCE NO. 14.17

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ARTICLE V. CROSS-CONNECTION AND BACKFLOW CONTROL PROGRAM BY UPDATING DEFINITIONS, UPDATING PERSONNEL TITLES, UPDATING INSPECTION AND MAINTENANCE REQUIREMENTS, AND UPDATING VIOLATIONS TO THE ARTICLE.

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

Section 1. That Section 705.400 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

Section 705.400: DEFINITIONS

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

AIR-GAP SEPARATION: The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood level rim of the receptacle.

ANNIVERSARY DATE: The date the annual inspection is due for each Backflow Prevention Assembly (BPA) as determined by the Public Works Director, which shall be each year thereafter the initial or previous year's inspection and test date, but no later than thirty (30) days past said anniversary date.

BACKFLOW: The flow other than the intended direction of flow, of any foreign liquids, gases, or substances into the public water system.

BACKFLOW PREVENTION ASSEMBLY: (BPA) An assembly or means assigned to prevent backflow and shall be of a model or construction approved by the Public Works Director and the Missouri Department of Natural Resources. Common types of backflow prevention assemblies are:

- 1) **DOUBLE-CHECK VALVE ASSEMBLY:** An assembly consisting of two (2) internally spring load check valves, installed as a unit between two (2) tightly closing resilient sealed shut-off valves and fittings with properly located resilient-sealed test cocks.
- 2) **REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY:** An assembly consisting of two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first (1st) check valve. These units are

located between two (2) tightly closing resilient-sealed shut-off valves as an assembly and equipment with a properly located resilient-sealed test cocks.

CLASS I: A contaminant which is considered to be potentially toxic or life/health threatening. MDNR regulations require air-gap or reduced pressure principle assembly.

CLASS II: A pollutant which is not considered toxic or dangerous, but which will otherwise degrade the quality of water by imparting tastes and odors, color, or anything that would be aesthetically displeasing. MDNR regulations required air-gap, reduced pressure principle assembly or a double-check valve assembly.

CONTAINMENT: Protection of the public water system by installing a backflow prevention assembly on the main service line to a facility.

CROSS-CONNECTION: Any physical link between the potable water supply and any other substance, fluid, or source, which makes possible contamination of the public water system due to the reversal of flow of the water in the piping.

HEALTH, HAZARD: Any condition, device, or practice in the water system and its operation which could create or may create a danger to the health and well-being of the customer.

HEALTH, POLLUTION: An actual or potential threat to the physical properties of the water system or to the portability of the public or the customer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

ISOLATION: Protection of a customer's internal plumbing system by installing a backflow prevention assembly, air-gap separation, or other backflow prevention device at the point of the cross-connection.

MDNR: The Missouri Department of Natural Resources.

POLLUTION: The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.

POTABLE WATER SYSTEM: Any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking water, culinary, and domestic purposes and meets the requirements of the MDNR.

PRIVATE WATER SUPPLY: Any water source or system, other than the City's public water system, that may be available in the building or premises.

Section 2. That Section 705.420.D. of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

Section 705.420. CROSS-CONNECTIONS PROHIBITED

D. Public Works Director or his/her designee shall be permitted to enter private property at any reasonable time for the purpose of observing any unauthorized cross-connections.

Section 3. That Section 705.450.A, B, and B.1. of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.450: WHERE PROTECTION IS REQUIRED

A. An approved backflow prevention assembly shall be installed on each service line to a customer's water system serving premises where, in the judgment of the City, actual or potential hazards to the public water system exist. The type and degree of protection required shall be commensurate with the degree of hazard, as determined by the Building Official and/or Public Works Director, in accordance with the City's adopted plumbing code.

B. An approved air-gap separation or reduced pressure principle backflow prevention assembly shall be installed at the water service meter location or within any premises where, in the judgment of the Public Works Director, the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises, would present an immediate and dangerous hazard to health should a cross-connection occur, even though such cross-connection may not exist at the time the backflow prevention device is required to be installed. This includes but is not limited to the following situations:

1. Premises having private water systems, unless the quality of the private water supply is acceptable to the Public Works Director.

Section 4. That Section 705.490 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.490: CONSTRUCTION AND INSTALLATION STANDARDS

Backflow prevention assemblies required by this Article shall be installed at the customer's expense in a manner approved by the Building Official and/or Public Works Director and in accordance with the City's adopted plumbing code and the manufacturer's specifications.

Section 5. That Section 705.500 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.500: INSPECTION AND MAINTENANCE

A. Backflow Prevention Assembly (BPA) devices shall be approved by the Public Works Director for the use as installed and shall be certified by a Backflow Prevention Assembly Tester certified by MDNR. Initial installation and initial testing shall be approved by the Building Official and/or the Public Works Director.

B. Annual Inspections and Tests Required. It shall be the responsibility of the customer at any premises where BPAs are installed to have an annual inspection and test report completed by a certified Backflow Prevention Assembly Tester certified by MDNR and submitted to the Public Works Director. In those instances where the Public Works Director determines imminent danger of back flow or contamination of the City's water supply, additional certified inspections and tests may be required. All inspections and tests shall be at the expense of the customer and shall be performed by a certified Backflow Prevention Assembly Tester certified by MDNR. BPAs shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective, leaking, in danger of failure, or otherwise not in working order.

C. Reporting.

1. Annual inspections and testing shall be performed no later than the customer's anniversary date. A report of satisfactory annual inspection and tests shall be received by the Public Works Director within thirty (30) days after said inspection and test.
2. Records of said inspections, tests, repairs, and overhaul shall be kept by the Public Works Director for a period of five (5) years. The report shall contain the customer's name and address, signature and the certification number of the certified Backflow Prevention

Assembly Tester, and the attestation of the said tester as to compliance or noncompliance of the assembly with established operational requirements.

Section 6. That Section 705.510 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.510: VIOLATIONS

- A. Upon the customer's anniversary date, if the required annual inspection and test report has not been received by the Public Works Director, the Public Works Director shall notify the customer and MDNR of non-compliance and pending water service shut off due to non-compliance.

- B. Upon thirty (30) days after a customer's anniversary date, if the required annual inspection and test report has not been received by the Public Works Director, the Public Works Director shall send second notice to MDNR of said customer's noncompliance and the Public Works Director may remove the water meter or otherwise deny or disconnect said customer's water service to the premise of which said backflow prevention assembly is located.

- C. The Public Works Director may immediately remove the water meter or otherwise deny or disconnect the water supply to the premise of which said BPA is located without notice when:
 - 1. The Public Works Director has knowledge of or reasonable suspicion that the customer is causing or maintaining an unprotected cross-connection.

 - 2. The Public Works Director has knowledge of the customer failing or refusing to proceed without delay to correct any violation of this article.

- D. Water service shall not be restored until the customer has installed a BPA satisfactory to the Public Works Director as prescribed in this article or has corrected or eliminated any cross-contamination problems.

- E. Whenever water service is severed or otherwise disconnected, a reconnection fee, as prescribed in Section 705.360.a, shall apply for reconnection to the water system. Upon written application, this fee may be waived by the City Administrator, or his/her designee, where necessary to avoid extreme hardship or unjust result.

Section 7. That Section 705.520 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.520: ENFORCEMENT RESPONSIBILITY AND REVIEW

The Public Works Director or his/her designee shall be the City's official representative responsible for carrying out and enforcing the duties and obligations of the City as specified in this Article.

Section 8. Severability.

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

Section 9. 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 10. That this Ordinance shall be in full force and effect from and after the date of its final passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 14.17 was duly passed on _____.

Bill No. 14-17
Page 7

Ordinance No. 14.17

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. 14.17.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: March 26, 2014

Submitted By: City Attorney

Board Meeting Date: April 3, 2014

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

Description of Item:

Bill 14-18 – To amend Section 117.020 of the City Code relating to open records to:

1. Protect disclosure of operational guidelines and policies of the police department for use in responding to or preventing any critical incident that is or appears to be terrorist in nature.

2. Provide a mechanism to ensure that financial records relating to such guidelines, shall be public unless that disclosure would impair the security or safety of persons or real property,

3. Protect from disclosure access codes or authorization codes for security systems of real property.

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

City and any person requesting certain protected city records.

Why is Board Action Required?

Board action is required to amend an ordinance

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

Request first reading of Bill 14-18.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

Recommend adoption. This will keep our code consistent with the Missouri Open Records Act.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 14-18

ORDINANCE NO. 14.18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING AND REENACTING SECTION 117.020 OF THE CODE RELATING TO OPEN RECORDS TO PROTECT DISCLOSURE OF OPERATIONAL GUIDELINES AND POLICIES OF THE POLICE DEPARTMENT IN RESPONDING TO OR PREVENTING ANY INCIDENT THAT MAY BE TERRORIST IN NATURE AND PROVIDE A MECHANISM TO ENSURE THAT FINANCIAL RECORDS RELATING TO SUCH GUIDELINES, SHALL BE PUBLIC UNLESS THAT DISCLOSURE WOULD IMPAIR THE SECURITY OR SAFETY OF PERSONS OR REAL PROPERTY, AND TO PROTECT FROM DISCLOSURE ACCESS CODES OR AUTHORIZATION CODES FOR SECURITY SYSTEMS OF REAL PROPERTY

WHEREAS, the Board of Aldermen find and conclude that the amendment of the City Code relating to open records is necessary to be consistent with state law; and,

WHEREAS, the Board of Aldermen hereby finds that disclosure of the operational guidelines and policies by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident that is or appears to be terrorist in nature and has the potential to endanger individual or public safety or health; and,

WHEREAS, the Board of Aldermen hereby finds that financial records related to the procurement of or expenditures relating to the operational guidelines, policies, or plans purchased with public funds should be open except where that disclosure would impair the City's ability to protect the security or safety of persons or real property and that the public interest in nondisclosure outweighs the public interest in disclosure of the records; and,

WHEREAS, the Board of Aldermen hereby finds that the expiration date of the provision exempting existing or proposed security systems and structural plans of real property owned or leased by a public governmental body and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for the protection of that infrastructure is not in the best interest of the citizens of Osage Beach and should be repealed; and,

WHEREAS, the Board of Aldermen hereby finds that the portion of a record that identifies security systems, access codes, or authorization codes for security systems of real property should be exempt from the provisions of section 117.020; and,

WHEREAS, the Board of Aldermen conclude that this amendment of Section 117.020 is in the best interest of the Citizens of Osage Beach and will bring the City Code into compliance with Section 610.021 of the Statutes of Missouri as revised in 2013 by House Bill 256 as passed and signed into law by the governor:

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

Section 1 That section 117.020 of the Osage Beach Code of Ordinances be and is hereby repealed.

Section 2 That a new Section 117.020 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 117.020 Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 610.011, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(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. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(4) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(5) Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again;

(6) Welfare cases of identifiable individuals;

(7) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

(8) Software codes for electronic data processing and documentation thereof;

(9) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(10) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;

(11) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

(12) Records which are protected from disclosure by law;

(13) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;

(14) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;

(15) Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter;

(16) Operational guidelines, policies **and specific response plans** developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. **Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;**

(17) Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:

(a) Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;

(b) When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed;

(18) The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property;

(19) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open;

(20) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid 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 4. 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 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.14 .18 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

Diann Warner, City Clerk

I hereby approve Ordinance No.14.18.

Penny Lyons, Mayor

ATTEST:

Date Diann Warner, City Clerk

FIRST REGULAR SESSION
 [TRULY AGREED TO AND FINALLY PASSED]
 CONFERENCE COMMITTEE SUBSTITUTE FOR
 HOUSE COMMITTEE SUBSTITUTE FOR
HOUSE BILL NOS. 256, 33 & 305
97TH GENERAL ASSEMBLY

1162H.07T

2013

AN ACT

To repeal sections 610.021 and 610.150, RSMo, and to enact in lieu thereof three new sections relating to public safety, with an emergency clause.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 610.021 and 610.150, RSMo, are repealed and three new sections
 2 enacted in lieu thereof, to be known as sections 610.021, 610.150, and 1, to read as follows:

610.021. Except to the extent disclosure is otherwise required by law, a public
 2 governmental body is authorized to close meetings, records and votes, to the extent they relate
 3 to the following:

4 (1) Legal actions, causes of action or litigation involving a public governmental body
 5 and any confidential or privileged communications between a public governmental body or its
 6 representatives and its attorneys. However, any minutes, vote or settlement agreement relating
 7 to legal actions, causes of action or litigation involving a public governmental body or any agent
 8 or entity representing its interests or acting on its behalf or with its authority, including any
 9 insurance company acting on behalf of a public government body as its insured, shall be made
 10 public upon final disposition of the matter voted upon or upon the signing by the parties of the
 11 settlement agreement, unless, prior to final disposition, the settlement agreement is ordered
 12 closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the
 13 action clearly outweighs the public policy considerations of section 610.011, however, the
 14 amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed;
 15 provided, however, in matters involving the exercise of the power of eminent domain, the vote

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in bold-face type in the above bill is proposed language.

16 shall be announced or become public immediately following the action on the motion to
17 authorize institution of such a legal action. Legal work product shall be considered a closed
18 record;

19 (2) Leasing, purchase or sale of real estate by a public governmental body where public
20 knowledge of the transaction might adversely affect the legal consideration therefor. However,
21 any minutes, vote or public record approving a contract relating to the leasing, purchase or sale
22 of real estate by a public governmental body shall be made public upon execution of the lease,
23 purchase or sale of the real estate;

24 (3) Hiring, firing, disciplining or promoting of particular employees by a public
25 governmental body when personal information about the employee is discussed or recorded.
26 However, any vote on a final decision, when taken by a public governmental body, to hire, fire,
27 promote or discipline an employee of a public governmental body shall be made available with
28 a record of how each member voted to the public within seventy-two hours of the close of the
29 meeting where such action occurs; provided, however, that any employee so affected shall be
30 entitled to prompt notice of such decision during the seventy-two-hour period before such
31 decision is made available to the public.

32 As used in this subdivision, the term "personal information" means information relating to the
33 performance or merit of individual employees;

34 (4) The state militia or national guard or any part thereof;

35 (5) Nonjudicial mental or physical health proceedings involving identifiable persons,
36 including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or
37 treatment;

38 (6) Scholastic probation, expulsion, or graduation of identifiable individuals, including
39 records of individual test or examination scores; however, personally identifiable student records
40 maintained by public educational institutions shall be open for inspection by the parents,
41 guardian or other custodian of students under the age of eighteen years and by the parents,
42 guardian or other custodian and the student if the student is over the age of eighteen years;

43 (7) Testing and examination materials, before the test or examination is given or, if it
44 is to be given again, before so given again;

45 (8) Welfare cases of identifiable individuals;

46 (9) Preparation, including any discussions or work product, on behalf of a public
47 governmental body or its representatives for negotiations with employee groups;

48 (10) Software codes for electronic data processing and documentation thereof;

49 (11) Specifications for competitive bidding, until either the specifications are officially
50 approved by the public governmental body or the specifications are published for bid;

51 (12) Sealed bids and related documents, until the bids are opened; and sealed proposals
52 and related documents or any documents related to a negotiated contract until a contract is
53 executed, or all proposals are rejected;

54 (13) Individually identifiable personnel records, performance ratings or records
55 pertaining to employees or applicants for employment, except that this exemption shall not apply
56 to the names, positions, salaries and lengths of service of officers and employees of public
57 agencies once they are employed as such, and the names of private sources donating or
58 contributing money to the salary of a chancellor or president at all public colleges and
59 universities in the state of Missouri and the amount of money contributed by the source;

60 (14) Records which are protected from disclosure by law;

61 (15) Meetings and public records relating to scientific and technological innovations in
62 which the owner has a proprietary interest;

63 (16) Records relating to municipal hotlines established for the reporting of abuse and
64 wrongdoing;

65 (17) Confidential or privileged communications between a public governmental body
66 and its auditor, including all auditor work product; however, all final audit reports issued by the
67 auditor are to be considered open records pursuant to this chapter;

68 (18) Operational guidelines, [and] policies **and specific response plans** developed,
69 adopted, or maintained by any public agency responsible for law enforcement, public safety, first
70 response, or public health for use in responding to or preventing any critical incident which is
71 or appears to be terrorist in nature and which has the potential to endanger individual or public
72 safety or health. **Financial records related to the procurement of or expenditures relating**
73 **to operational guidelines, policies or plans purchased with public funds shall be open.**
74 **When seeking to close information pursuant to this exception, the public governmental**
75 **body shall affirmatively state in writing that disclosure would impair the public**
76 **governmental body's ability to protect the security or safety of persons or real property,**
77 **and shall in the same writing state that the public interest in nondisclosure outweighs the**
78 **public interest in disclosure of the records** [Nothing in this exception shall be deemed to close
79 information regarding expenditures, purchases, or contracts made by an agency in implementing
80 these guidelines or policies. When seeking to close information pursuant to this exception, the
81 agency shall affirmatively state in writing that disclosure would impair its ability to protect the
82 safety or health of persons, and shall in the same writing state that the public interest in
83 nondisclosure outweighs the public interest in disclosure of the records. This exception shall
84 sunset on December 31, 2012];

85 (19) Existing or proposed security systems and structural plans of real property owned
86 or leased by a public governmental body, and information that is voluntarily submitted by a

87 nonpublic entity owning or operating an infrastructure to any public governmental body for use
88 by that body to devise plans for protection of that infrastructure, the public disclosure of which
89 would threaten public safety:

90 (a) Records related to the procurement of or expenditures relating to security systems
91 purchased with public funds shall be open;

92 (b) When seeking to close information pursuant to this exception, the public
93 governmental body shall affirmatively state in writing that disclosure would impair the public
94 governmental body's ability to protect the security or safety of persons or real property, and shall
95 in the same writing state that the public interest in nondisclosure outweighs the public interest
96 in disclosure of the records;

97 (c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the
98 receiving agency within ninety days of submission to determine if retention of the document is
99 necessary in furtherance of a state security interest. If retention is not necessary, the documents
100 shall be returned to the nonpublic governmental body or destroyed;

101 [(d) This exception shall sunset on December 31, 2012;]

102 **(20) The portion of a record that identifies security systems or access codes or**
103 **authorization codes for security systems of real property;**

104 [(20)] (21) Records that identify the configuration of components or the operation of a
105 computer, computer system, computer network, or telecommunications network, and would
106 allow unauthorized access to or unlawful disruption of a computer, computer system, computer
107 network, or telecommunications network of a public governmental body. This exception shall
108 not be used to limit or deny access to otherwise public records in a file, document, data file or
109 database containing public records. Records related to the procurement of or expenditures
110 relating to such computer, computer system, computer network, or telecommunications network,
111 including the amount of moneys paid by, or on behalf of, a public governmental body for such
112 computer, computer system, computer network, or telecommunications network shall be open;

113 [(21)] (22) Credit card numbers, personal identification numbers, digital certificates,
114 physical and virtual keys, access codes or authorization codes that are used to protect the security
115 of electronic transactions between a public governmental body and a person or entity doing
116 business with a public governmental body. Nothing in this section shall be deemed to close the
117 record of a person or entity using a credit card held in the name of a public governmental body
118 or any record of a transaction made by a person using a credit card or other method of payment
119 for which reimbursement is made by a public governmental body; and

120 [(22)] (23) Records submitted by an individual, corporation, or other business entity to
121 a public institution of higher education in connection with a proposal to license intellectual

122 property or perform sponsored research and which contains sales projections or other business
123 plan information the disclosure of which may endanger the competitiveness of a business.

610.150. Except as provided by this section, any information acquired by a law
2 enforcement agency **or a first responder agency** by way of a complaint or report of a crime
3 made by telephone contact using the emergency number, "911", shall be inaccessible to the
4 general public. However, information consisting of the date, time, specific location and
5 immediate facts and circumstances surrounding the initial report of the crime or incident shall
6 be considered to be an incident report and subject to section 610.100. Any closed records
7 pursuant to this section shall be available upon request by law enforcement agencies or the
8 division of workers' compensation or pursuant to a valid court order authorizing disclosure upon
9 motion and good cause shown.

**Section 1. Any records or flight logs pertaining to any flight or request for a flight
2 after such flight has occurred by any elected member of either the executive or legislative
3 branch shall be open public records under chapter 610, unless otherwise provided by law.
4 The provisions of this section shall only apply to a flight on a state-owned plane.**

Section B. Because immediate action is necessary to protect sensitive public records
2 relating to public agency plans to prevent and respond to possible terrorist incidents and to
3 protect security system plans for certain critical public and private buildings and facilities, the
4 repeal and reenactment of section 610.021 of section A of this act is deemed necessary for the
5 immediate preservation of the public health, welfare, peace, and safety, and is hereby declared
6 to be an emergency act within the meaning of the constitution, and the repeal and reenactment
7 of section 610.021 of section A of this act shall be in full force and effect upon its passage and
8 approval.

✓

Submission Date: March 27, 2014
Submitted By: Public Works Director
Board Meeting Date: April 3, 2014

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

Description of Item:

Bill 14-19 - To authorize the Public Works Director to sign Federal Emergency Management Agency E-Grant documents entitled Subgrant Application for the August, 2013 Osage Beach City Park storm damage reimbursement.

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

Citizens of Osage Beach, City Staff, and Federal Emergency Management Agency

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 14-19

Are there any deadlines associated with this action?

These documents are required for storm damage reimbursement.

Budget Line / Source of Funds

10-10-773278 Park Improvements

Comments and Recommendation of Department:

The documents are required in order to receive reimbursement for the August, 2013 storm damage to the Osage Beach City Park. Copies of the Subgrant Applications to be executed are attached.

Recommend approval and request first and second reading of Bill 14-19.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 14-19

ORDINANCE NO. 14.19

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE THE FEDERAL EMERGENCY MANAGEMENT E-GRANT DOCUMENTS TITLED SUBGRANT APPLICATIONS FOR THE AUGUST 2013 OSAGE BEACH CITY PARK STORM DAMAGE REIMBURSEMENT

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 Federal Emergency Management Agency Subgrade Applications; and

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Federal Emergency Management Agency Subgrant Applications and hereby authorizes the Public Works Director to execute same on behalf of the City of Osage Beach.

Section 3. Severability.

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

Section 4. Repeal of ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No.14.19 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: _____

Bill No. 14-19
Page 2

Ordinance No.14.19

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. 14.19.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

P	
Applicant Name: OSAGE BEACH	Application Title: CCOB01G - Play Structure and Equipment
Period of Performance Start:	Period of Performance End: 03-06-2015

Subgrant Application - Entire Application

Application Title: CCOB01G - Play Structure and Equipment
 Application Number:
 Application Type: Subgrant Application (PW)

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4144 - DR -MO		029-55244-00		G
APPLICANT: OSAGE BEACH			WORK COMPLETE AS OF: 01-14-2014 : 0 %		
Site 1 of 3					
DAMAGED FACILITY: Play Structure and Equipment Summary			COUNTY: Camden		
LOCATION: Current Version: Location: Osage Beach City Park GPS: 38.140499, -92.619048				LATITUDE: 38.140499	LONGITUDE: -92.619048
DAMAGE DESCRIPTION AND DIMENSIONS: Current Version: Summary During the event incident period from Aug. 2 – 14, 2013, the Applicant, City of Osage Beach, sustained severe storms, straight-line winds and flooding within the Osage Beach City Park. The Applicant's supplies, equipment, and play structure ground material located at the park was lost or damaged beyond repair. Osage Beach City Park is located in the City of Osage Beach, Camden County. GPS: 38.140499, -92.619048 Firmette Panel # 0140C					
SCOPE OF WORK: Current Version: Summary Work to be completed: Site 1: Equipment Damage (Various locations) The applicant will purchase new supplies and equipment. A list of the equipment lost with estimated unit costs were provided by the Applicant.					

Site 2: Play Structure Restoration (38.140499, -92.619048)

The applicant will use contract costs to remove and discard 70 cubic yards of the damaged or contaminated wood chips and place 100 cubic yards of new material.

Summary of Costs:

Equipment Damage: \$21,251
 Play Structure Restoration: \$6,050
 Total: \$27,301

Notes:

The Applicant provided an Engineer's Conceptual Cost Estimate (Dated 12/11/2013). The estimate includes 20% contingencies and engineering fees (see attached cost estimate). Contingencies will not be included in the cost estimate of this Project Worksheet.

Engineering costs are not included in this Project Worksheet since the sites only include equipment and play structure ground material. Engineering costs will be included in the following Project Worksheets, CCOB02G and CCOB03G. Project Worksheets CCOB02G and CCOB03G will include sites that are engineer intensive.

The applicant has been advised that complete records and cost documentation for all approved costs must be maintained for three years after the State notifies the applicant that the grant has been closed.

The applicant indicates that these records will be maintained at 1000 City Parkway, Osage Beach, MO. The official custodian for these records is the City Administrator.

Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project (equipment and ground material), effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

This project is: a Category G, and located in Zone A, of FIRM #0140C. 8-step Floodplain Review is excluded pursuant to 44CFR9.50 and no impact on a mapped floodplain is anticipated.

The subgrantee is not requesting Direct Administrative Costs (DAC) that is directly chargeable to this specific project. Associated eligible work is related administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect costs rates.

Funding approved by FEMA in this Project Worksheet (PW) is conditional upon compliance with the requirements set forth in Title 44 Code of Federal Regulations §206.252(d). The Subgrantee is required to obtain and maintain flood insurance sufficient to protect against future loss to such property, in an amount equal too or greater than the total eligible funding approved in this PW.

Approval of the scope of work is limited to the pre-disaster design; (E.G.: location, dimensions, number of stories, wall heights, spans, type of construction, materials, etc); function (type of use or occupancy); and capacity; (E.G.: size, volume, number of units, number of occupants, number of lanes, etc.). Changes in design due to code requirements may be acceptable if specifically approved in the SOW. Changes in size, capacity, function, or type of construction may render the project "Improved" as defined in 44CFR§206.203(d)(1) and require prior approval by the State and review by FEMA, prior to commencing work. Funding for Improved Projects is limited to the original estimate of eligible costs. Proceeding with an 'Improved Project' without these approvals may jeopardize all funding for the project.

The Damage Description and scope of work (SOW) defined in this PW is general in nature and is prepared based on the limited information currently available. The intent is to identify the project and allow additional detail in the Damage Description, SOW and associated costs, at a later date. A Version to this PW will be considered once all of the information is available. The required information, documentation and /or inspection report must be provided to FEMA for preparation of the PW Version with sufficient statutory time (44CFR§206.204(c)(1)) remaining to allow completion of the proposed work.

Additional costs for professional services relating to this scope of work may be considered for funding on a case by case basis. Prior approval by the State and FEMA is required. Approval will be based on the merit of the supporting documentation attached to the Subgrantee's request, legal authority upon which the need is based, and cost reasonableness.

Complete records and cost documents for all approved work must be maintained for at least 3 years from the start date of the retention period identified in the State "Audit Waiver Letter

Site 2 of 3

DAMAGED FACILITY:		COUNTY: Camden	
Equipment			
LOCATION:		LATITUDE:	LONGITUDE:
Current Version:			
Location: Osage Beach City Park			
DAMAGE DESCRIPTION AND DIMENSIONS:			
Current Version:			
Site 1: Equipment Damage (Various locations) (Central location: 38.141285, -92.618008)			

The Applicant's equipment located at the park was lost or damaged beyond repair during the declared event. The following is a list of the lost or damaged equipment:

- 5 each of ADA Picnic Tables;
- 3 each of Trash Cans – Ornamental – 32 gallon expanded steel;
- 8 each of Trash Barrels w/Dome top Lids;
- 1 each of Soccer Single Team Bench – aluminum;
- 2 each of Bleachers – 4 row ADA 21 ft. long;
- 8 each of Soccer Nets – Competitive 3.0 mm net 24 ft. x 8 ft.;
- 2 each of Soccer Goals – 24 ft. x 8 ft.;
- 1 each of Soccer Goals;
- 1 each of Baseball Field Bases – set of 3;
- 1 each of John Deere cart;
- 1 each of Jon Boat w/trolling motor, life vests, paddles, and battery;

SCOPE OF WORK:

Current Version:

Site 1: Equipment Damage (Various locations) (Central location: 38.141285, -92.618008)

The Applicant has provided an equipment list for replacing the lost or damaged items. Receipts or invoices for the lost equipment were not available for all items. The list shows estimated costs. The following is the item and costs for replacing the damaged equipment. The costs were verified online using various sports and equipment stores' websites. The following costs were found to be reasonable:

- ADA Picnic Tables; (5 each @ \$995.00 = \$4,975.00)
- Trash Cans – Ornamental – 32 gallon expanded steel (3 each @ \$395.00 = \$1,185.00)
- Trash Barrels w/Dome top Lids (8 each @ \$145.00 = \$1,160.00)
- Soccer Single Team Bench – aluminum (1 each @ \$459.00 = \$459.00)
- Bleachers – 4 row ADA 21 ft. long (2 each @ \$2,659.00 = \$5,318.00)
- Soccer Nets – Competitive 3.0 mm net 24 ft. x 8 ft. (8 each @ \$110.00 = \$880.00)
- Soccer Goals – 24 ft. x 8 ft. (2 each @ \$1,100.00 = \$2,200.00)
- Soccer Goals (1 each @ \$1,100.00 = \$1,100.00)
- Baseball Field Bases – set of 3 (1 each @ \$175.00 = \$175.00)
- John Deere cart (1 each @ \$299.00 = \$299.00)
- Jon Boat w/trolling motor, life vests, paddles, and battery (1 each @ \$3,500.00 = \$3,500.00)

Site 1 Costs: \$21,251.00

Site 3 of 3

DAMAGED FACILITY:

Play Structure Restoration

COUNTY: Camden

LOCATION:

Current Version:

Location: Osage Beach City Park
GPS: 38.140499, -92.619048

LATITUDE:
38.140499

LONGITUDE:
-92.619048

DAMAGE DESCRIPTION AND DIMENSIONS:

Current Version:

Site 2: Play Structure Restoration (38.140499, -92.619048)

The Applicant's play structure ground cover material was lost or damaged during the incident period. The pre-disaster ground covering consisted of approximately 100 cubic yards of specialized wood chips (50"x55"x12") placed within a 12-inch high plastic border that surrounds the play structure. The specialized wood chips are manufactured specifically for play structure ground material. The plastic border was not damaged. During the incident period, 70 CY of material was damaged or contaminated with silt and debris conveyed from flooding and 30 CY of material was lost for a total of 100 CY.

SCOPE OF WORK:

Current Version:

Site 2: Play Structure Restoration (38.140499, -92.619048)

The Applicant has provided a cost estimate of what was needed to restore the play structure back to pre-disaster conditions. The following is the costs for replacing the play structure:

- Mobilization/demobilization (1 LS @ \$650.00 = \$650.00)
- Remove material for Play structure restoration (70 CY @ \$20.00 = \$1,400.00)
- Place Play structure material (100 CY @ \$40.00 = \$4,000.00)

Site 2 Costs: \$6,050.00					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Other			
1	9999	Purchase Damaged Equipment	1/LS	\$ 21,251.00	\$ 21,251.00
2	9999	Play structure materials	1/LS	\$ 6,050.00	\$ 6,050.00
				TOTAL COST	\$ 27,301.00
PREPARED BY BENJAMIN BANG <i>Bjby</i>			TITLE <i>PROJECT SPECIALIST</i>		SIGNATURE
APPLICANT REP. Nicholas Edelman <i>Phil Myler PASL</i>			TITLE Director of Public Works		SIGNATURE

OSAGE BEACH :					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments					
No.	Queue	User	Date/Time	Reviewer Comments	
No Comments					

PA-07-MO-4144-PW-00202(0) <u>P</u>	
Applicant Name:	Application Title:
OSAGE BEACH	CCOB02G - Culvert and Erosion Repair
Period of Performance Start:	Period of Performance End:
09-06-2013	03-06-2015

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4144 - DR -MO	CCOB02G	029-55244-00	02-21-2014	G
APPLICANT: OSAGE BEACH			WORK COMPLETE AS OF:		
			02-21-2014 : 0 %		
Site 1 of 3					
DAMAGED FACILITY:			COUNTY: Camden		
Culvert and Erosion Repair Summary					
LOCATION:				LATITUDE:	LONGITUDE:
Current Version:				38.141285	-92.618008
Location: Osage Beach City Park					
GPS: 38.141285, -92.618008					
DAMAGE DESCRIPTION AND DIMENSIONS:					
Current Version:					
During the event incident period from Aug. 2 – 14, 2013, the Applicant, City of Osage Beach, sustained severe storms, straight-line winds and flooding within the Osage Beach City Park. The Applicant's culverts were clogged during the incident which caused the creek embankment to overflow resulting in erosion to the adjacent fields. Osage Beach City Park is located in the City of Osage Beach, Camden County.					
GPS: 38.141285, -92.618008					
Firmette Panel # 0140C 29029C0140C					
SCOPE OF WORK:					
Current Version:					
Work to be completed:					
Site 1: Unclogging Culverts and Incidental Debris Removal - CEF (38.137056, -92.621442)					
The Applicant will use contract costs to remove 1,646 cubic yards of materials and incidental debris from the upstream and downstream ends of the three 36-inch culverts from the incident period. Removed material shall be hauled to the Osage Beach stockyard to be reclaimed.					
Site 2: Erosion Repair (38.137092, -92.621831)					
The Applicant will use contract costs to import and place 406 cubic yards of fill material.					
Summary of Costs:					
Site 1: Unclogging Culverts and Incidental Debris Removal (CEF): \$73,900.00					

Site 2: Erosion Repair: \$21,594.00
 Engineering: \$84,910.50
 Total: \$180,404.50

Notes:

The engineer's conceptual cost estimate includes contingencies, which are not covered.

For Site 1: The Applicant provided an Engineer's Conceptual Cost Estimate. The estimate included the replacement of three 36-inch culverts.

The Applicant provided an Engineer's Conceptual Cost Estimate that included engineering fees. Engineering fees will be included in the following Project Worksheets, CCOB02G and CCOB03G. The engineering fees will be split evenly between these Project Worksheets.

The applicant has been advised that complete records and cost documentation for all approved costs must be maintained for three years after the State notifies the applicant that the grant has been closed. The applicant indicates that these records will be maintained at 1000 City Parkway, Osage Beach, MO. The official custodian for these records is the City Administrator.

HAZARD MITIGATION: The applicant is considering Hazard Mitigation (HM) under § 406 for this project and may submit a proposal (HMP) for consideration at a later date. A Benefit-Cost (BC) analysis is required, based on a format acceptable to FEMA. The BC analysis must compare the costs approved in the PW with the estimated costs for HM. Additional considerations are; the history of repetitive damage, the potential for future damage from similar events, and the extent of the local community impacts caused by the damage noted in this PW. A HMP may not be approved after the HM work is started.

FLOODPLAIN REVIEW: Damaged area is in Zone A. Special flood hazard area subject to inundation by the 1% annual chance flood.

LARGE PROJECTS: This is a large project and final funding will be based on the actual costs incurred by the applicant for completing eligible work specifically approved in the scope of work for this project. 44 CFR § 206.203©(1) states "Federal funding shall equal the Federal share of actual eligible costs documented by a grantee".

DIRECT ADMINISTRATIVE COSTS: The sub-grantee is not requesting Direct Administrative Costs (DAC) that is directly chargeable to this specific project. Associated eligible work is related administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect costs rates.

LIMITED COST DATA: The estimated costs in this PW are based the approved scope of work (SOW) and the best available cost data provided by the applicant at this time. The estimated costs may be supplemented based on actual eligible costs for work completed; if consistent with the approved SOW; work is completed timely as required by 44CFR§206.204©; supporting documentation is provided by the applicant per 44 CFR § 206.205(b)(1), and the documentation meets FEMA's requirements.

MATERIAL QUANTITIES: Material quantities listed in the approved scope of work under "work to be completed" are estimated. If actual quantities exceed the estimates approval by the State and FEMA, the applicant should notify the State and FEMA prior to proceeding. This is especially true if the actual quantities exceed the estimates by 5% or more.

NOTICE: Approval of the scope of work is limited to the pre-disaster design; (E.G.: location, dimensions, number of stories, wall heights, spans, type of construction, materials, etc); function (type of use or occupancy); and capacity; (E.G.: size, volume, number of units, number of occupants, number of lanes, etc.). Changes in design due to code requirements may be acceptable if specifically approved in the SOW. Changes in size, capacity, function, or type of construction may render the project "improved" as defined in 44CFR§206.203(d)(1) and require prior approval by the State and review by FEMA, prior to commencing work. Funding for Improved Projects is limited to the original estimate of eligible costs. Proceeding with an 'Improved Project' without these approvals may jeopardize all funding for the project.

LIMITED SOW: The Damage Description and scope of work (SOW) defined in this PW is general in nature and is prepared based on the limited information currently available. The intent is to identify the project and allow additional detail in the Damage Description, SOW and associated costs, at a later date. A Version to this PW will be considered once all of the information is available. The required information, documentation and/or inspection report must be provided to FEMA for preparation of the PW Version with sufficient statutory time (44CFR§206.204(c)(1)) remaining to allow completion of the proposed work.

INSURANCE IS REQUIRED: Funding approved by FEMA in this Project Worksheet (PW) is conditional upon compliance with the requirements set forth in Title 44 Code of Federal Regulations §206.252(d). The Sub-grantee is required to obtain and maintain flood insurance sufficient to protect against future loss to such property, in an amount equal to or greater than the total eligible funding approved in this PW.

ADDITIONAL COSTS: Additional costs for professional services relating to this scope of work may be considered for funding on a case by case basis. Prior approval by the State and FEMA is required. Approval will be based on the merit of the supporting documentation attached to the Sub-grantee's request, legal authority upon which the need is based, and cost reasonableness.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least 3 years from the start date of the retention period identified in the State "Audit Waiver Letter"

Site 2 of 3

DAMAGED FACILITY:

COUNTY: Camden

Unclogging Culverts and Incidental Debris Removal (CEF)

LOCATION:

LATITUDE:

LONGITUDE:

Current Version:		38.137056	-92.621442
Osage Beach City Park GPS: 38.137056, -92.621442			
DAMAGE DESCRIPTION AND DIMENSIONS:			
Current Version:			
Site 1: Unclogging Culverts and Incidental Debris Removal - CEF (38.137056, -92.621442)			
The Applicant's three 36-inch culverts were clogged with material and incidental debris during the incident period. Approximately 1,646 cubic yards (300 FT length x 30 FT wide x 4.92 FT deep) of material and incidental debris were conveyed to the culverts clogging the upstream and downstream ends. From the site visit conducted by the FEMA Project Specialist, on 11 December 2013, it was determined that the culverts were not damaged during the incident period only clogged.			
SCOPE OF WORK:			
Current Version:			
Work To be completed:			
Site 1: Unclogging Culverts and Incidental Debris Removal - CEF (38.137056, -92.621442)			
The Applicant has provided an engineer's conceptual estimate of construction costs.			
<ol style="list-style-type: none"> 1. Mobilization/Demobilization; (1 LS @ \$9,200.00 = \$9,200.00) 2. Excavate Material from Creek; (1,646 CY @ \$15.00 = \$24,690.00) 3. Stabilized Access to Creek; (4 LS @ \$2,000.00 = \$8,000.00) 4. Haul Material from Creek; (1,646 CY @ \$10.00 = \$16,460.00) 5. Remove Downed Trees; (1 LS @ \$5,000.00 = \$5,000.00) 6. Erosion Control, Silt Fence; (1 LS @ \$5,000.00 = \$5,000.00) 7. Erosion Control, Seeding; (0.5 AC @ \$2,000.00 = \$1,000.00) 8. Rock Rip Rap (Includes separation fabric); (70 TON @ \$65.00 = \$4,550.00) 			
Site 1 Costs: \$73,900.00 CEF: \$95,975.00			
The Applicant will hire contractors to remove 1,646 cubic yards of materials and incidental debris from the upstream and downstream ends of the three 36-inch culverts from the incident period. Removed material shall be hauled to the Osage Beach stockyard to be reclaimed.			
Site 3 of 3			
DAMAGED FACILITY:		COUNTY: Camden	
Erosion Repair			
LOCATION:		LATITUDE:	LONGITUDE:
Current Version:		38.137092	-92.621831
Osage Beach City Park 38.137092, -92.621831			
DAMAGE DESCRIPTION AND DIMENSIONS:			
Current Version:			
Site 2: Erosion Repair (38.137092, -92.621831)			
The Applicant's adjacent field to the culverts and creek was eroded in result of the incident period. The material and incidental debris that clogged the culverts caused the creek to overflow and saturate the adjacent field which caused the field to erode. Approximately 406 cubic yards (160 FT length x 50 FT wide x 1.37 FT deep) of material was eroded or washed away.			
SCOPE OF WORK:			
Current Version:			
Work to be completed:			
Site 2: Erosion Repair (38.137092, -92.621831)			
The Applicant has provided an engineer's conceptual estimate of construction costs.			
The Applicant will hire contractors to repair the approximately 406 cubic yards (160 FT length x 50 FT wide x 1.37 FT deep)eroded area.			
1. Mobilization/Demobilization; (1 LS @ \$2,300.00 = \$2,300.00)			

2. Select Granular Material; (170 TON @ \$15.00 = \$2,550.00)
 3. Import Borrow Material; (406 CY @ \$12.00 = \$4,872.00)
 4. Place and Compact Fill Material; (406 CY @ \$12.00 = \$4,872.00)
 5. Erosion Control, Silt Fence; (1 LS @ \$5,000.00 = \$5,000.00)
 6. Erosion Control, Seeding; (1.0 AC @ \$2,000.00 = \$2,000.00)

Site 2 Costs: \$21,594.00

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	\$ 21,594.00	\$ 21,594.00
2	9999	Engineering	1/LS	\$ 84,910.50	\$ 84,910.50
3	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 95,975.00	\$ 95,975.00
				TOTAL COST	\$ 202,479.50
PREPARED BY BENJAMIN BANG			TITLE FEMA Project Specialist	SIGNATURE	
APPLICANT REP. Nicholas Edelman			TITLE Director of Public Works	SIGNATURE	

<u>P</u>	
Applicant Name: OSAGE BEACH	Application Title: CCOB03G-Osage Beach City Park
Period of Performance Start:	Period of Performance End: 03-06-2015

Subgrant Application - Entire Application

Application Title: CCOB03G-Osage Beach City Park

Application Number:

Application Type: Subgrant Application (PW)

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO. CCOB03G	PA ID NO. 029-55244-00	DATE 02-06-2014	CATEGORY G	
FEMA	4144 - DR -MO					
APPLICANT: OSAGE BEACH				WORK COMPLETE AS OF: 02-06-2014 : 0 %		
Site 1 of 4						
DAMAGED FACILITY: Osage Beach Park Summary				COUNTY: Camden		
LOCATION: Current Version: Osage Beach City Park located at: GPS 38.141285, -92.618008.				LATITUDE: 38.141285	LONGITUDE: -92.618008	
DAMAGE DESCRIPTION AND DIMENSIONS: Current Version: During the event incident period from Aug. 2 – 14, 2013, the Applicant, City of Osage Beach, sustained severe storms, straight-line winds and flooding within the Osage Beach City Park. The Applicant's engineered dam overtopped with floodwaters causing major erosion to the downstream side of the dam embankment, causing major failures to the asphalt parking lot adjacent to the dam, and causing erosion to the baseball field gravel and grass surfaces located adjacent to the parking lot. The engineered dam was constructed with a single outflow structure. The outflow structure clogged with debris from the declared event causing the dam to overtop. Osage Beach City Park is located in the City of Osage Beach, Camden County. This PW identifies 3 sites, all within the jurisdiction of the City of Osage Beach. See Engineer's Estimate and Site Plans for quantity estimates. ***Site 1- Embankment of the Pond (GPS: near 38.141664, - 92.616364) Mitigation - Berm Spillway ***Site 2- Ball Field (GPS: 38.142269, -92.617494) ***Site 3- Asphalt Parking Lot (GPS: 38.14243, -92.61714) This GPS shown in the header was taken at Osage Beach City Park. (38.141285, -92.618008).						
SCOPE OF WORK: Current Version: Work to be completed: Site 1: Pond Embankment (near 38.141664, -92.616364)						

The Applicant will use contract costs to remove 1,700 cubic yards of materials and incidental debris from the embankment as well as placing 1,500 cubic yards of fill and 70 tons of rock rip rap with an erosion control silt fence.

Site 2: Parking Lot (38.14243, -92.61714)

The Applicant will use contract costs to remove 3,000 square yards of asphalt and debris and 330 linear feet of curb and gutter. They will then place 850 tons of aggregate base and 675 tons of asphalt as well as replace 330 linear feet of curb and gutter and 320 linear feet of French drain.

Site 3: Ball Field (38.142269, -92.617494)

The Applicant will use contract costs to remove 2,200 square yards of sod material and prepare and replace 2,200 square yards of sod bed. They will also remove 580 square yards of warning track aggregate and replace 340 tons of warning track aggregate.

Summary of Costs:

Site 1: Pond Embankment - CEF: \$138,780.00

Site 2: Parking Lot - CEF: \$123,225.00

Site 3: Ball Field - CEF: \$70,700.00

Engineering: \$84,910.50

Total: \$ 417,615.50

Notes

The applicant has been advised that complete records and cost documentation for all approved costs must be maintained for three years after the State notifies the applicant that the grant has been closed. The applicant indicates that these records will be maintained at 1000 City Parkway, Osage Beach, MO. The official custodian for these records is the City Administrator.

HAZARD MITIGATION: The applicant is considering Hazard Mitigation (HM) under § 406 for this project and may submit a proposal (HMP) for consideration at a later date. A Benefit-Cost (BC) analysis is required, based on a format acceptable to FEMA. The BC analysis must compare the costs approved in the PW with the estimated costs for HM. Additional considerations are; the history of repetitive damage, the potential for future damage from similar events, and the extent of the local community impacts caused by the damage noted in this PW. A HMP may not be approved after the HM work is started.

In order to prevent damages from a future similar event, the Applicant proposes to construct an Emergency Spillway along the top of the dam crest nearest the existing outflow location. The spillway will be designed and constructed to allow excessive storm water flows to safely be conveyed to the existing outflow system. The spillway will only convey storm water flows if the primary outflow pipe is clogged (which is what caused the current damages) or during extreme storm events beyond the capacity of the primary outflow pipe. The spillway elevation will be set higher than the elevation of the primary outflow pipe. Therefore, flows downstream of the dam will not be increased due to the construction of the spillway. The spillway will be constructed by excavating a shallow flat-bottom channel, approximately 10 feet wide and 2 feet deep, through the dam crest and the downstream embankment to the existing outflow system. The spillway channel will be lined with filter fabric and riprap. A final engineering design and cost estimate has not been provided as of the date that this Project Worksheet was written.

FLOODPLAIN REVIEW: Damaged area is in Zone A. Special flood hazard area subject to inundation by the 1% annual chance flood.

LARGE PROJECTS: This is a large project and final funding will be based on the actual costs incurred by the applicant for completing eligible work specifically approved in the scope of work for this project. 44 CFR § 206.203©(1) states "Federal funding shall equal the Federal share of actual eligible costs documented by a grantee".

DIRECT ADMINISTRATIVE COSTS: The sub-grantee is not requesting Direct Administrative Costs (DAC) that is directly chargeable to this specific project. Associated eligible work is related administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect costs rates.

LIMITED COST DATA: The estimated costs in this PW are based the approved scope of work (SOW) and the best available cost data provided by the applicant at this time. The estimated costs may be supplemented based on actual eligible costs for work completed; if consistent with the approved SOW; work is completed timely as required by 44CFR§206.204©; supporting documentation is provided by the applicant per 44 CFR § 206.205(b)(1), and the documentation meets FEMA's requirements.

MATERIAL QUANTITIES: Material quantities listed in the approved scope of work under "work to be completed" are estimated. If actual quantities exceed the estimates approval by the State and FEMA, the applicant should notify the State and FEMA prior to proceeding. This is especially true if the actual quantities exceed the estimates by 5% or more.

NOTICE: Approval of the scope of work is limited to the pre-disaster design; (E.G.: location, dimensions, number of stories, wall heights, spans, type of construction, materials, etc); function (type of use or occupancy); and capacity; (E.G.: size, volume, number of units, number of occupants, number of lanes, etc.). Changes in design due to code requirements may be acceptable if specifically approved in the SOW. Changes in size, capacity, function, or type of construction may render the project "improved" as defined in 44CFR§206.203(d)(1) and require prior approval by the State and review by FEMA, prior to commencing work. Funding for Improved Projects is limited to the original estimate of eligible costs. Proceeding with an 'Improved Project' without these approvals may jeopardize all funding for the project.

LIMITED SOW: The Damage Description and scope of work (SOW) defined in this PW is general in nature and is prepared based on the limited information currently available. The intent is to identify the project and allow additional detail in the Damage Description, SOW and associated costs, at a later date. A Version to this PW will be considered once all of the information is available. The required information, documentation and /or inspection report must be provided to FEMA for preparation of the PW Version with sufficient statutory time

(44CFR§206.204(c)(1)) remaining to allow completion of the proposed work.

INSURANCE IS REQUIRED: Funding approved by FEMA in this Project Worksheet (PW) is conditional upon compliance with the requirements set forth in Title 44 Code of Federal Regulations §206.252(d). The Sub-grantee is required to obtain and maintain flood insurance sufficient to protect against future loss to such property, in an amount equal to or greater than the total eligible funding approved in this PW.

ADDITIONAL COSTS: Additional costs for professional services relating to this scope of work may be considered for funding on a case by case basis. Prior approval by the State and FEMA is required. Approval will be based on the merit of the supporting documentation attached to the Sub-grantee's request, legal authority upon which the need is based, and cost reasonableness.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least 3 years from the start date of the retention period identified in the State "Audit Waiver Letter"

Site 2 of 4

DAMAGED FACILITY:

Site 1; Embankment

COUNTY: Camden

LOCATION:

Current Version:

Pond Embankment (GPS: near 38.141664, -92.616364) located at Osage Beach City Park. (38.141285, -92.618008).

LATITUDE:

38.141664

LONGITUDE:

-92.616364

DAMAGE DESCRIPTION AND DIMENSIONS:

Current Version:

The overtopping of the engineered dam eroded the downstream embankment of the pond dam. The engineered dam is less than 50-feet in height and therefore, not considered a State Regulated Dam. Applicant wishes to return the embankment to pre-disaster condition. This area of erosion amounts to approximately 1,308 cubic yards (128 FT L x 46 FT W x 6 FT Average D) of erosion. (Width from: GPS 38.14168, -92.61634 to 38.14162, -92.61648; Length from: GPS 38.14181, -92.616610 to 38.14152, -92.61637)

SCOPE OF WORK:

Current Version:

WORK TO BE COMPLETED

Site 1: Pond Embankment (near 38.141664, -92.616364)

The Applicant has provided an engineer's conceptual estimate of construction costs.

1. Mobilization/Demobilization; (1 LS @ \$12,600.00 = \$12,600.00)
2. Clearing and Grubbing; (1 LS @ \$5,000.00 = \$5,000.00)
3. Excavate Unstable Material; (200 CY @ \$20.00 = \$4,000.00)
4. Excavate Onsite Borrow Material; (1,500 CY @ \$20.00 = \$30,000.00)
5. Place Fill; (1,500 CY @ \$15.00 = \$22,500.00)
6. Dewatering; (1 LS @ \$20,000.00 = \$20,000.00)
7. Remove Debris from Drawdown Valve; (1 LS @ \$10,000.00 = \$10,000.00)
8. Rock Rip Rap for Toe of Slope; (70 TON @ \$65.00 = \$4,550.00)
9. Erosion Control, Silt Fence; (1 LS @ \$5,000.00 = \$5,000.00)
10. Erosion Control, Seeding; (1 LS @ \$2,000.00 = \$2,000.00)

Site 1 Costs: \$115,650.00

Site 3 of 4

DAMAGED FACILITY:

Site 2: Parking Lot

COUNTY: Camden

LOCATION:

Current Version:

Osage Beach City Park. (38.141285, -92.618008).
Parking Lot (38.14243, -92.61714)

LATITUDE:

38.14243

LONGITUDE:

-92.61714

DAMAGE DESCRIPTION AND DIMENSIONS:

Current Version:

The floodwaters overtopped the dam and saturated the parking lot sub-base and aggregate base causing the asphalt surface to fail. Approximately 3,000 square yards of asphaltic concrete pavement (3,000 SY x 0.36 FT/3) x 1.9 tons/CY = 675 tons asphalt + (3,000 SY x

0.61 FT/3) x 1.4 tons/CY = 850 tons aggregate base was damaged, along with 330 linear feet of curb and gutter and 320 linear feet of french drain.

SCOPE OF WORK:

Current Version:

WORK TO BE COMPLETED

Site 2: Parking Lot (38.14243, -92.61714)

The Applicant has provided an engineer's conceptual estimate of construction costs.

1. Mobilization/Demobilization; (1 LS @ \$13,200.00 = \$13,200.00)
2. Remove Asphalt and Debris; (3,000 SY @ \$7.00 = \$21,000.00)
3. Remove Curb and Gutter; (330 LF @ \$10.00 = \$3,300.00)
4. Place 6" Aggregate Base; (850 TON @ \$15.00 = \$12,750.00)
5. Place 4" Asphalt; (675 TON @ \$85.00 = 57,375.00)
6. Replace Curb; (330 LF @ \$20.00 = \$6,600.00)
7. Replace French Drain; (320 LF @ \$25.00 = \$8,000.00)
8. Erosion Control, Seeding; (1 AC @ \$1,000.00 = \$1,000.00)

Site 2 Costs: \$123,225.00

Site 4 of 4

DAMAGED FACILITY:

Site 3: Ball Field

COUNTY: Camden

LOCATION:

Current Version:

Osage Beach City Park. (38.141285, -92.618008).
Ball Field (38.142269, -92.617494)

LATITUDE:
38.142269

LONGITUDE:
-92.617494

DAMAGE DESCRIPTION AND DIMENSIONS:

Current Version:

Flooding spread to the Ball-field situated adjacent to the parking lot, and saturated the warning track of the field, along with eroding the infield. Applicant wishes to remove and replace (100 FT x 200 FT)/9 = approx. 2,200 square yards of the sod bed of the ball field, level the infield, and lay down 340 tons of aggregate for a new warning track that is (approx. 656 FT L, 10 FT W, 1 FT D).

SCOPE OF WORK:

Current Version:

WORK TO BE COMPLETED

The Applicant has provided an engineer's conceptual estimate of construction costs.

1. Mobilization/Demobilization; (1 LS @ \$10,000.00 = \$10,000.00)
2. Remove Sod; (2,200 SY @ \$5.00 = \$11,000.00)
3. Remove Warning Track Aggregate; (580 SY @ \$10.00 = \$5,800.00)
4. Test Underdrain System; (3 EA @ \$2,500.00 = \$7,500.00)
5. Prepare Sod Bed; (2,200 SY @ \$4.00 = \$8,800.00)
6. Replace Sod; (2,200 SY @ \$6.00 = \$13,200.00)
7. Infield Leveling; (3 EA @ \$10,000.00 = \$30,000.00)
8. Replace Warning Track Aggregate; (340 TON @ \$15.00 = \$5,100.00)

Site 3 Costs: \$91,400.00

Does the Scope of Work change the pre-disaster conditions at the site? Yes No

Special Considerations included? Yes No

Hazard Mitigation proposal included? Yes
 No

Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			

1	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 417,615.50	\$ 417,615.50
2	9903	No Direct Administrative Costs	1/LS	\$ 0.00	\$ 0.00
				TOTAL COST	\$ 417,615.50
PREPARED BY PAMELA RACINE			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Nicholas Edelman			TITLE Director of Public Works	SIGNATURE	

OSAGE BEACH :					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
No Comments				

Submission Date: March 24, 2014
Submitted By: Airport Manager
Board Meeting Date: April 3, 2014

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

Description of Item:

Authorization for the Mayor to execute a 36-month renewal contract with Vaisala for maintenance of localizer at Lee C. Fine Airport.

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

Customers and employees at Lee C. Fine Airport, residents, visitors and City staff

Why is Board Action Required?

Board action is required to enter into a contract.

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

Motion to authorize the Mayor to execute a renewal contract with Vaisala.

Are there any deadlines associated with this action?

Yes. The current contract term is from May 1, 2013 thru April 30, 2014 and needs to be renewed prior to this date.

Comments and Recommendation of Department:

This is a FAA mandated maintenance service agreement for the airport "Localizer" instrument approach system at the Lee C. Fine Airport. This service has been provided to the City of Osage Beach since 1999. There is a rate increase of \$50.00 for the upcoming year with increases of \$100.00 per year for the following two years for this service. The company is based in Lenexa, KS and maintains over 60 airport instrument approach systems nationwide. They will perform the FAA required monthly inspections and attend all FAA facility visits and scheduled FAA flight checks at a cost of **\$2499.00** per quarter. The rates have been researched and found to be competitive with other vendors

nationwide. This item is budgeted annually in account #45-00-733000. Airport Manager recommends approval of this contract.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Airport Manager.

VAISALA

194 South Taylor Ave.
Louisville, CO 80027

**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order and Pricing Schedule**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Email: jerry.kirkpatrick@vaisala.com	Customer: City of Osage Beach Lee C Fine Airport (AIZ) 1000 City Parkway Osage Beach, MO 65065 Email: bhyde@osagebeach.org
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Aviation Support and Maintenance Services** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is 01 May, 2014.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance and Scheduled Service
<input checked="" type="checkbox"/> Equipment Restoration
<input type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model	Equipment (check as applicable)	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RVR	
<input type="checkbox"/> DME		<input type="checkbox"/> RWIS	
<input checked="" type="checkbox"/> LOC	Wilcox Mark 1F	<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	

Data Services (check as applicable)			
<input type="checkbox"/> AviMet Data Link			
<input type="checkbox"/> Navigator II			
<input type="checkbox"/> GLD 360 - Service Size:		N/A	
<input type="checkbox"/> NLDN Stroke Data - Service Size:		N/A	
<input type="checkbox"/> CLDN Stroke Data - Service Size:		N/A	
<input type="checkbox"/> AviCast			

Fees		Contract Total: \$ 30,286.00
Annual Fee	\$ see below	billed Annually
Unplanned Outage Fee	\$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

Customer Test Equipment	Customer Spare Parts
NA	NA

Statement of Work and Additional Terms
Please see Attachment 1: Terms and Conditions Attachment 2: Navaid Statement of Work Year 1 Price = \$9,996.00 Year 2 Price = \$10,095.00 Year 3 Price = \$10,195.00

Invoice Contact:

Airport Manager/Authority:

Name: City of Osage Beach

Name: Budd Hyde

Address: 1000 City Parkway
Osage Beach, MO 65065

Address: 1000 City Parkway
Osage Beach, MO 65065

Phone: 573 302 2000

Phone: 573 302 2003

Email: kbell@osagebeach.org

Email: bhyde@osagebeach.org

Accepted and agreed to by the duly authorized signatories below.

Vaisala Inc.

City of Osage Beach

By: Jerry Kirkpatrick

By: _____

Title: Sales Manager

Title: _____

Date: _____

Date: _____

**Attachment 1
VAISALA INC.**

Agreement for Aviation Support and Maintenance Services Terms and Conditions

1. PURPOSE/SERVICES:

1.1 Customer desires to engage Vaisala to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and Vaisala desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and Vaisala, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order Pricing and Schedule and shall become a binding contract upon the execution of the Order Pricing and Schedule, either by facsimile or in PDF form, by Customer and Vaisala. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by Vaisala, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. Vaisala's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay Vaisala the amounts recited in the Order Pricing and Schedule.

2.2 Vaisala shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to Vaisala which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to Vaisala under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay Vaisala the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order Pricing and Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay Vaisala the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to Vaisala.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required in the Order Pricing and Schedule for Equipment Services. Upon Customer's written request and Vaisala's written acceptance thereof and subject to mutually agreeable times, Vaisala will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to Vaisala for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

VAISALA

2.7 In accordance with the Order and Pricing Schedule, if cancellations or excessive delays, in Vaisala's opinion, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay Vaisala the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement shall be as recited in the Order Pricing and Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by Vaisala, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice by Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur after the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to Vaisala shall be non-refundable.

4.2 In the event of a material breach by Customer, Vaisala shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to Vaisala's satisfaction. In the event the breach is cured to Vaisala's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, Vaisala may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and Vaisala shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur after the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 Vaisala warrants and represents that all Services provided by Vaisala shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, Vaisala warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 Vaisala represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, Vaisala shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. Vaisala shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate Vaisala in any manner, nor cause Vaisala to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VAISALA MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND VAISALA MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE SOW, THE ORDER PRICING AND SCHEDULE, THE USE OR POSSESSION OF VAISALA CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 Vaisala will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that Vaisala complies with Customer's security procedures. Vaisala shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. Vaisala agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by Vaisala under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 Vaisala's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of monies paid hereunder to Vaisala in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from either party's breach of the other's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. **NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THE THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.**

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless Vaisala, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that Vaisala shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where Vaisala, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Vaisala agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 Vaisala shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Vaisala's negligent Services in connection with the Agreement, including negligent Services, intentional acts or omissions of contractors, employees, consultants or agents of Vaisala; provided, however, that Customer shall not be indemnified, held harmless and/or defended by Vaisala in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Vaisala's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify Vaisala within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of Vaisala under this section are subject to the limits set forth in Section 6.6.

6.6 During the term of the Agreement and for a period of at least one (1) year after completion of Vaisala's obligations pursuant hereunder, Vaisala will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (d) Aviation Liability Insurance of US \$10 MILLION per occurrence. Vaisala shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. **IN CONNECTION WITH ANY INDEMNITY BY VAISALA HEREUNDER, VAISALA'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF AVAILABLE**

VAISALA

INSURANCE COVERAGE AVAILABLE IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL VAISALA BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER VAISALA'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to transfer, assign, convey or hypothecate, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of Vaisala, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a Order Pricing and Schedule writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, Vaisala shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order Pricing and Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by writing signed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of Colorado, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

VAISALA

194 South Taylor Ave.
Louisville, CO 80027

Attachment 2

AWOS and Navaid Maintenance Statement of Work

1. Description of Equipment Services

1.1. Preventive Maintenance consists of inspection, functional checks, adjustments, labor to replace failed components and cleaning in accordance with the equipment manufacturer's published guidelines and requirements.

1.2. Scheduled Service consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and/or by the FAA for non-Federal facilities in accordance with 14 C.F.R. Part 171 or JO 6560.31A as it may be modified or superseded from time to time.

1.3. Equipment Restoration. In the event of an unplanned equipment failure or outage, Vaisala shall commence restoration work within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.4. All services provided by Vaisala shall be performed by qualified field technicians having all required certifications and licenses required by the FAA, FCC, and OSHA. Vaisala will also maintain a full Aviation Product and Liability Insurance policy for the term of the contract.

1.5. Vaisala shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.6. Vaisala shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts - Nav aids

2.1. Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.

2.2. Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by Vaisala when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's inventory, Vaisala will provide such part(s) and invoice the Customer for the required part(s).

2.3. Vaisala and Customer agree that, as of the date of this Agreement, the lists of Customer Spare parts and Customer Test Equipment are accurate and complete.

3. Customer Responsibilities.

3.1. Customer shall be responsible for monitoring the status of the systems following maintenance by Vaisala;

3.2. Customer shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment;

3.3. Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement;

3.4. Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Customer may desire to cover any such loss or damage.;

3.5. Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement; and

3.6. Customer shall be responsible for maintaining the grounds and buildings associated with the NAV AIDs (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

3.7. Customer shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.

Submission Date: March 27, 2014
Submitted By: Public Works Director
Board Meeting Date: April 3, 2014

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

Description of Item:

Award bid for Chemical Purchase

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

Citizens, visitors, staff

Why is Board Action Required?

Capital Purchase over \$5,000

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

Motion to purchase from Brenntag Mid-South and DPC Enterprises

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

30-00-761600 Chemicals - \$22,000
35-00-762700 Odor Control - \$95,000

Comments and Recommendation of Department:

This award is for the annual chemical purchase for the Water Department and Sewer Department. The Water Department uses Hydrofluosilicic Acid (fluoridation) and Sodium Hypochlorite (disinfection) and the Sewer Department uses Sodium Hypochlorite and Sodium Hydroxide Solution which is for the air scrubber at Sands

Pump Station. Two bids were received from Brenntag Mid-South and DPC Enterprises. Attached is the cost breakdown for the chemicals.

This year it was decided to have chemicals shipped to Swiss Village Tower and Sands Pump Station. By shipping to these locations it will free up room in one of the buildings here at Public Works and it will also reduce the amount of time required to haul chemicals to their respective sites. Brenntag Mid-South qualified their bid with a fuel surcharge and made it contingent upon getting their truck to Swiss Village Water Tower.

DPC Enterprises only submitted a bid for the Hydrofluosilicic Acid and Sodium Hypochlorite. They cannot supply the Sodium Hydroxide Solution.

Staff recommends the purchase Hydrofluosilicic Acid and Sodium Hypochlorite be made from DPC Enterprises in the amount of \$23,932.50 and the Sodium Hydroxide Solution be purchased from Brenntag Mid-South in the amount of \$3,249.60.

The account breakdown is as follows:

30-00-761600 Chemicals - \$21,404.50

35-00-762700 Odor Control - \$5,777.60

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

Scenario 1: Purchase Hydrofluosilic Acid and Sodium Hypochlorite on a monthly basis and Sodium Hydroxide every 6 months.

Chemical	Quantity	Brenntag Mid-South*		DPC Enterprises	
		Unit Price	Extension	Unit Price	Extension
Hydrofluosilic Acid	110	\$ 70.50	\$ 7,755.00	\$ 68.87	\$ 7,575.70
Sodium Hypochlorite	112	\$ 79.75	\$ 8,932.00	\$ 86.40	\$ 9,676.80
Fuel Surcharges (1)	12	\$ 25.00	\$ 300.00	\$ -	\$ -
Deposit for Carboy (4)	110	\$ 25.00	\$ 2,750.00	\$ 20.00	\$ 2,200.00
Deposit for Drum (4)	112	\$ 50.00	\$ 5,600.00	\$ 40.00	\$ 4,480.00
Subtotal			\$ 25,337.00		\$ 23,932.50
Sodium Hydroxide Solution	20	\$ 109.98	\$ 2,199.60	No Bid	No Bid
Fuel Surcharges (2)	2	\$ 25.00	\$ 50.00	\$ -	\$ -
Sodium Hydroxide Solution (3)					
Deposit for Drum (3,4)	20	\$ 50.00	\$ 1,000.00		
Subtotal			\$ 3,249.60		\$ -
Total			\$ 28,586.60		\$ 23,932.50

Notes

*Brenntag Mid-South qualified their bid with a fuel surcharge of \$25 per delivery and contingent upon being able to deliver to Swiss Village Tower.

1. Fuel surcharge for 12 deliveries of Hydrofluosilic Acid and Sodium Hypochlorite.
2. Fuel surcharge for 2 deliveries of Sodium Hydroxide Solution
3. DPC Enterprises does not and can not supply Sodium Hydroxide Solution and therefore it has to be purchased from Brenntag Mid-South
4. Deposits are refundable upon return of Carboys and 55 gallon drums.

Submission Date: March 27, 2014
Submitted By: Public Works Director
Board Meeting Date: April 3, 2014

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

Description of Item:

Award bid for the purchase of a Sewer Pump Truck with Pressure Washer to Imperial Industries Incorporated.

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

Citizens, visitors, staff

Why is Board Action Required?

Board action required for purchases over \$5,000

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

Motion to purchase from Imperial Industries Incorporated

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

35-00-774265 - \$78,000

This account is used for the purchase of vehicles.

Comments and Recommendation of Department:

This purchase is for a new pump truck with pressure washer. The budgeted amount is \$78,000. Two bids were received for this truck and they are as follows: Imperial Industries Incorporated in the amount of \$74,891.31 and Key Equipment in the amount of

\$92,325.00. Staff recommends the purchase be made from Imperial Industries Incorporated in the amount of \$74,891.31. This is under budget in the amount of \$3,108.69.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

