

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

January 7, 2021 - 6:00 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZEN'S 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. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting December 17, 2020
- ▶ Bills List - January 7, 2021

UNFINISHED BUSINESS

- A. Bill 20-84 - An ordinance of the City of Osage Beach, Missouri, adopting a new section 110.300 of the Osage Beach Code of Ordinances to manage meetings of the Board of Aldermen held by video conference, votes offered by video conference and public comments offered at public hearings and the Board's public comment period during said meetings and amending sections 110.110, 110.160, 110.210 and 110.260 as necessary for the implementation of meetings of the Board of Aldermen via video conferencing technology. *Second Reading*

NEW BUSINESS

- A. Public Hearing - Rezoning Case 411: Precision Paint Worx, LLC, C-1 (General Commercial) with a PUD 1 overlay to C-1 (General Commercial).
- B. Bill 21-02 Rezoning Case 411, Precision Paint Worx, LLC. is requesting a rezoning of property currently zoned C-1 (General Commercial) with a PUD 1 overlay to C-1 (General Commercial). *First Reading*
- C. Bill 21-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute the Missouri Highway and Transportation Commission Cost Share Agreement for Project No. J5S3508 the Extension of Osage Beach Parkway. *First and Second Reading*
- D. Bill 21-03 An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Change Order for modifications to Construction Contract OB20-013 LS Rehab and Force Main Improvements with RC Contracting LLC. *First and Second Reading*

- E. Motion to approve the purchase of two (2) 2021 Ford Police Interceptor Utility Vehicles AWD from Joe Machens Ford Lincoln in an amount not to exceed \$73,514.00.
- F. Motion to apply for grant funding through MoDOT's Rural Statewide Transportation Alternatives Program (TAP) funding program to fund a connective Osage Beach Parkway Sidewalk project.
- G. Motion to approve the rebuild of a 98 HP pump for Station 29-5 off of Passover Rd through JCI in an amount not to exceed \$15,959.00.
- H. Motion to approve the purchase of Sewer Inventory replacement items for 2021 from Municipal Equipment in an amount not to exceed \$289,755.49 plus shipping costs.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Remote viewing link: <https://zoom.us/j/92395596294>

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

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
December 17, 2020

The Board of Aldermen of the City of Osage Beach, Missouri, video conference to conduct a Regular Meeting on Thursday, December 17, 2020 at 6:00 p.m. The following were present via zoom confirmed by roll call: Mayor John Olivari, Alderman Tyler Becker, Alderman Tom Walker and Alderman Kevin Rucker, Alderman Bob O'Steen. Alderman Richard Ross and Alderman Phyllis Marose. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Police Chief Todd Davis and City Treasurer Karri Bell.

MAYOR'S COMMUNICATIONS

Please to welcome Hobby Lobby to the Osage Beach. Opening 2022. Progress on Topsiders is moving along. Wish everyone on Merry Christmas and a Happy New Year.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Rucker. Motion passes by voice/visual vote.

UNFINISHED BUSINESS

Bill 20-78 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement to appoint Gary L. Smith Esq. as Judge of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties to serve until the end of the term commencing July 1, 2020 and ending July 1, 2022 and for an additional term ending June 30, 2024 pursuant to Section 130.060 B and C of the Osage Beach Municipal Code. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 20-78. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-78 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Becker, Alderman O'Steen and Alderman Marose. Bill 20-78 was passed and approved as Ordinance 20-78.

Bill 20-81 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines, Section 5 - Roads, Streets and Parking Areas, Table I - Street and Roadway Design Criterion. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 20-81. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 20-81 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Rucker, Alderman Becker, Alderman O'Steen, Alderman Marose and Alderman Walker. Bill 20-81 was passed and approved as Ordinance 20-81.

Bill 20-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with B & H cleaning, expanding their cleaning services to include both Airports, for a yearly not to exceed amount of \$38,000. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 20-82. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 20-82 and to pass same into ordinance: "Ayes" Alderman Rucker and Alderman Becker, Alderman O'Steen, Alderman Marose Alderman Walker, Alderman Ross. Bill 20-82 was passed and approved as Ordinance 20-82.

Bill 20-83 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021, and appropriating funds pursuant thereto. *First and Second Reading*

Alderman Becker made a motion to approve the first reading of Bill 20-83. This motion was seconded by Alderman Ross. Motion passes with voice (visual) vote. 5 Ayes (Alderman Ross, Alderman O'Steen, Alderman Marose, Alderman Walker and Alderman Becker) 1 Nay (Alderman Rucker)

Alderman Marose made a motion to approve the second reading of Bill 20-83. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-83 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Ross, Alderman Becker, Alderman O'Steen and Alderman Marose "Nay" Alderman Rucker. Bill 20-83 was passed and approved as Ordinance 20-83.

NEW BUSINESS

Bill 20-84 - An ordinance of the City of Osage Beach, Missouri, adopting a new section 110.300 of the Osage Beach Code of Ordinances to manage meetings of the Board of Aldermen held by video conference, votes offered by video conference and public comments offered at public hearings and the Board's public comment period during said meetings and amending sections 110.110, 110.160, 110.210 and 110.260 as necessary for the implementation of meetings of the Board of Aldermen via video conferencing technology. *First Reading*

City Attorney Rucker will do some research and come back to the Board for clarifications referring to RSMo Chapter 610. This may include changes to Bill 20-84 as presented.

Alderman Ross made a motion to approve the first reading of Bill 20-84. This motion was seconded by Alderman Marose. Motion passes unanimously with voice/visual vote

Bill 20-85 - An ordinance of the City of Osage Beach, Missouri, amending and restating Ordinance 13-77 which vacated a portion of Jeffries Road to correct an error in the legal description for the parcel vacated to Lakeland Properties *First and Second Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 20-85. This motion was seconded by Alderman Walker. Motion passes unanimously with voice/visual vote.

Alderman Ross made a motion to approve the second reading of Bill 20-85. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-85 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Becker, Alderman O'Steen and Alderman Marose. Bill 20-85 was passed and approved as Ordinance 20-85.

Bill 20-86 - An ordinance of the City of Osage Beach, Missouri, authorizing a not to exceed amount of \$200,000 for FY2021 under the existing LOR Engineering, LLC dba Cochran Engineering, Professional Services Agreement. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 20-86. This motion was seconded by Alderman Becker. Motion passes unanimously with voice/visual vote.

Alderman Ross made a motion to approve the second reading of Bill 20-86. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-86 and to pass same into ordinance: "Ayes" Alderman Rucker and Alderman Becker, Alderman O'Steen, Alderman Marose, Alderman Walker and Alderman Ross. Bill 20-86 was passed and approved as Ordinance 20-86.

Bill 20-87 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 19.90 Adopting the 2020 Annual Budget, Transfer of Funds for Necessary Expenses, for the purchase of Tasers. *First and Second Reading*.

Alderman O'Steen made a motion to approve the first reading of Bill 20-87. This motion was seconded by Alderman Becker. Motion passes unanimously with voice/visual vote.

Alderman Ross made a motion to approve the second reading of Bill 20-87. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 20-87 and to pass same into ordinance: "Ayes" Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Becker, Alderman O'Steen and Alderman Marose. Bill 20-87 was passed and approved as Ordinance 20-87.

Motion to approve bad debt write off for Water and Sewer in the amount of \$2,265.83 and Ambulance trip accounts in the amount of \$154,177.11.

Alderman Ross made a motion to approve bad debt write off for Water and Sewer in the amount of \$2,265.83 and Ambulance trip accounts in the amount of \$154,177.11. This motion was seconded by Alderman Walker Motion passes unanimously with voice/visual vote.

Motion to ratify the City's Mission Statement by the Mayor and Board of Aldermen.

Alderman Marose made a motion to ratify the City's Mission Statement by the Mayor and Board of Aldermen. This motion was seconded by Alderman Becker. Motion passes unanimously with voice/visual vote.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross - Thanked the staff for making it through a challenging year. Merry Christmas

Alderman Marose - Gratitude to the staff for making though this year. Stay safe and enjoy the Holidays.

Alderman O'Steen - Be safe and have a great Holiday Season.

Alderman Walker - Congratulations to our staff for doing an excellent job this year. Happy Holidays.

Alderman Becker – Merry Christmas and Happy New Year.

Alderman Rucker – Merry Christmas

STAFF COMMUNICATIONS

City Administrator Woods – Merry Christmas. Vacation the last week of December.

City Attorney Rucker – On vacation until January 4, 2021. If anyone needs anything, please call cell phone. Merry Christmas

City Clerk Berreth – Elections packets are ready to be picked up for the upcoming Municipal Election April 6, 2021. Merry Christmas.

Assistant City Administrator Welty – Merry Christmas

Cochran – Dave Van Leer – Thank you for renewing the contract. Cochran is looking forward to working with Osage Beach in 2021.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:55 pm.

I, Tara Berreth, 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, on December 17, 2020 and approved January 7, 2021.

Tara Berreth/City Clerk

John Olivarri/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
January 7, 2021**

Bills Paid Prior to Board Meeting	\$	222,276.20
Payroll Paid Prior to Board Meeting	\$	115,928.27
SRF Transfer Prior to Board Meeting	\$	251,371.38
TIF Transfer Dierbergs	\$	96,157.93
TIF Transfer Prewitt's Pt	\$	256,822.05
Bills Pending Board Approval	\$	83,944.72
Total Expenses	\$	<u>1,026,500.55</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	336.00
			ADJUST PAYROLL DEDUCTIONS	89.00
			Dental Insurance Premiums	792.00
			Dental Insurance Premiums	792.00
			Dental Insurance Premium	81.00
			Dental Insurance Premium	81.00
			Health Insurance Contribut	1,312.20
			Health Insurance Contribut	1,312.20
			Health Insurance Contribut	890.40
			Health Insurance Contribut	890.40
			Vision Insurance Contribut	104.50
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	18.00
			Vision Insurance Contribut	18.00
			Vision Insurance Contribut	68.00
			Vision Insurance Contribut	68.00
		MO DEPT OF REVENUE	NOV CVC COLLECTIONS	570.40
		FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Case #01450465	510.92
		MO DEPT OF REVENUE	State Withholding	3,647.00
			STATE WITHHOLDING	43.00-
		MO TREASURER BUDGET DIRECTOR	NOV PEACE OFFICER TRAINING	80.00
		INTERNAL REVENUE SERVICE	Fed WH	10,297.04
			FED WH	95.40-
			FICA	6,557.24
			FICA	49.79-
			Medicare	1,616.75
			MEDICARE	11.64-
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	34.82
			Pre-Paid Legal Premiums	164.49
			Pre-Paid Legal Premiums	164.49
		ICMA	Loan Repayment	275.00
			Loan Repayment	110.26
			Loan Repayment	216.20
			Loan Repayment	233.04
			Loan Repayment	213.53
			Loan Repayment	80.59
			Loan Repayment	175.08
			Loan Repayment	216.93
			Retirement 457 &	2,307.42
			RETIREMENT 457	8.03-
			Retirement 457	900.00
			Loan Repayments	128.00
			Loan Repayments	240.84
			Loan Repayments	66.21
			Loan Repayments	156.21
			Loan Repayments	309.06
			Loan Repayments	48.72
			Loan Repayments	47.57
			Retirement Roth IRA %	71.45
			Retirement Roth IRA	285.00
		COLONIAL LIFE & ACCIDENT	ADJUST PAYROLL DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		CITIZENS AGAINST DOMESTIC VIOLENCE	NOV CADV COLLECTIONS	160.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	124.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	1,303.99
			American Fidelity	1,303.99
			American Fidelity	771.14
			American Fidelity	771.14
		TEXAS LIFE INSURANCE CO	TEXAS LIFE INSURANCE CO	0.09-
			Texas Life After Tax	106.45
			Texas Life After Tax	106.45
		HSA BANK	HSA Contribution	30.00
			HSA Family/Dep. Contributi	1,586.41
		SHERIFFS RETIREMENT SYSTEM	NOV COLLECTIONS	237.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	108.56-
			ADJUST PAYROLL DEDUCTIONS	36.91-
			Group Life Ins and Buy Up	55.34
			Group Life Ins and Buy Up	55.34
			Group Life Ins and Buy Up	63.51
			Group Life Ins and Buy Up	63.51
		ONE TIME VENDOR	Bond Refund:191165331-01	200.00
			Bond Refund:191165331-01	200.00
			TOTAL:	43,661.18
Mayor & Board	General Fund	WISELLI, NANCY		
		INTERNAL REVENUE SERVICE	PLANNING COMMISSION MEETIN	25.00
			FICA	168.43
		ICMA	Medicare	39.42
		EBLING, SUSAN	Retirement 401	142.00
		RHONDA BARKER DBA PROMOKIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		SCHUMAN, KELLIE	BOA SHIRTS- OSTEEN	63.96
		ONE TIME VENDOR FORMAN AMBULANCE	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
			MEMORIAL CONTR- JUDY BURKS	150.00
		INTERNAL REVENUE SERVICE	TOTAL:	663.81
Collector	General Fund		FICA	6.20
			Medicare	1.45
		MIDWEST PUBLIC RISK	TOTAL:	7.65
City Administrator	General Fund		Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,364.20
			Health Insurance Contribut	1,364.20
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ICMA	FICA	713.76
			Medicare	166.93
		AT&T MOBILITY-CELLS	Retirement 401%	119.13
		HSA BANK	Retirement 401	714.74
		PRINCIPAL LIFE INSURANCE COMPANY	CITY ADMIN CELL PHONE	88.94
			HSA Family/Dep. Contributi	225.00
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	16.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	16.43
			Short Term Disability Ins	18.00
			Short Term Disability Ins	18.00
		BANKCARD SERVICES	GFOA MEMBERSHIP- J. WOODS	50.00
			TOTAL:	6,220.84
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	128.79
			Medicare	30.12
		LAKE SUN LEADER 645	FINANCIAL REPORT	326.40
			TIF ANNUAL REPORT	614.00
		ICMA	Retirement 401%	21.78
			Retirement 401	130.66
		HSA BANK	HSA Family/Dep. Contributi	1,237.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.09
			Group Life Ins and Buy Up	4.09
			Short Term Disability Ins	6.00
			Short Term Disability Ins	6.00
			TOTAL:	3,930.77
City Treasurer	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	5,146.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	666.10
			Medicare	155.78
		ICMA	Retirement 401%	97.66
			Retirement 401	585.93
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	13.41
			Group Life Ins and Buy Up	13.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	18.00
			Short Term Disability Ins	<u>18.00</u>
			TOTAL:	10,116.07
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	18.00
			Dental Insurance Premiums	17.19
			Health Insurance Contribut	558.13
			Health Insurance Contribut	533.14
			Vision Insurance Contribut	4.50
			Vision Insurance Contribut	4.30
		INTERNAL REVENUE SERVICE	FICA	49.63
			Medicare	11.61
		ICMA	Retirement 401%	9.48
			Retirement 401	56.89
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	0.87
			Group Dependent Life Ins	0.84
			Group Life Ins and Buy Up	3.25
			Group Life Ins and Buy Up	3.11
			Short Term Disability Ins	4.91
			Short Term Disability Ins	<u>4.68</u>
			TOTAL:	1,355.53
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	Medicare	83.14
		ICMA	Retirement 401%	58.15
			Retirement 401	348.92
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	13.23
			Group Life Ins and Buy Up	13.23
			Short Term Disability Ins	6.00
			Short Term Disability Ins	<u>6.00</u>
			TOTAL:	1,826.51
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Health Insurance Contribut	292.15
			Health Insurance Contribut	292.15
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	364.27
			FICA	49.79-
			Medicare	85.19
			MEDICARE	11.64-
		ICMA	Retirement 401%	44.83
			RETIREMENT 401%	8.03-
			Retirement 401	361.12
			RETIREMENT 401	48.19-
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	88.94
		WEX INC	BLDG DEPT FUEL	16.98
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	5.97
			Group Life Ins and Buy Up	5.97
			Group Life Ins and Buy Up	7.17
			Group Life Ins and Buy Up	7.17
			Short Term Disability Ins	15.00
			Short Term Disability Ins	15.00
			TOTAL:	3,642.66
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 11/12-12/16	10.49
			CITY HALL SVC 11/12-12/14	3,036.89
		SURECUT LAWN CARE LLC	NOV GROUNDS MAINTENANCE	855.00
		LOWE'S	FLAG POLE CAPS	5.48
			DOOR SWEEP	12.83
			TOTAL:	3,920.69
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	1,364.20
			Health Insurance Contribut	1,364.20
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	379.85
			Medicare	88.85
		ICMA	Retirement 401%	34.07
			Retirement 401	381.28
		LOWE'S	RET EXHAUST FAN	74.51-
		AT&T MOBILITY-CELLS	PARK CELL PHONE	44.47
		WEX INC	PARK DEPT FUEL	197.88
		AMEREN MISSOURI	LOWER DIAMOND LTS 11/4-12/	11.06
			42 BALL PARK LTS 11/4-12/7	19.15
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	11.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	11.94
			Group Life Ins and Buy Up	4.82
			Group Life Ins and Buy Up	4.82
			Short Term Disability Ins	24.00
			Short Term Disability Ins	<u>24.00</u>
			TOTAL:	5,351.30
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	30.26
			Health Insurance Contribut	256.06
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	2.06
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		HY-VEE FOOD & DRUG STORES INC	HEALTH FAIR BREAKFAST	690.00
		INTERNAL REVENUE SERVICE	FICA	158.57
			Medicare	37.08
		ICMA	Retirement 401%	26.92
			Retirement 401	161.51
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.47
			Group Life Ins and Buy Up	5.76
			Group Life Ins and Buy Up	7.43
			Short Term Disability Ins	6.00
			Short Term Disability Ins	<u>8.25</u>
			TOTAL:	2,666.14
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC 12/5/20	906.00
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	57.30
		WEX INC	CITY HALL GPS	0.00
		XEROX CORPORATION DBA XEROX FINANCIAL	CITY HALL	<u>234.16</u>
			TOTAL:	1,197.46
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	343.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,076.00
			Health Insurance Contribut	1,076.00
			Health Insurance Contribut	5,456.80
			Health Insurance Contribut	5,200.74
			Health Insurance Contribut	4,090.45
			Health Insurance Contribut	4,090.45
			Vision Insurance Contribut	44.00
			Vision Insurance Contribut	41.94
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	2,599.70
			Medicare	608.00
		ICMA	Retirement 401%	336.35
			Retirement 401	2,922.78
		LOWE'S	PVC & PVC CUTTER	17.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FURRING STRIP	15.84
		AT&T MOBILITY-CELLS	POLICE FN LAPTOPS 11/23/20	742.32
			POLICE DEPT CELL PHONES	397.00
		WEX INC	POLICE DEPT FUEL	2,797.19
			POLICE DEPT CAR WASHES	83.00
		XEROX CORPORATION DBA XEROX FINANCIAL	POLICE	210.61
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	16.05
			Group Dependent Life Ins	15.65
			Group Life Ins and Buy Up	39.80
			Group Life Ins and Buy Up	39.80
			Group Life Ins and Buy Up	53.20
			Group Life Ins and Buy Up	51.53
			Short Term Disability Ins	102.00
			Short Term Disability Ins	99.75
			Short Term Disabilty Ins	15.28
			Short Term Disabilty Ins	15.28
		BANKCARD SERVICES	FBI-LEEDA MEMBERSHIP- O'DA	50.00
			TOTAL:	34,397.28
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	70.00
			Dental Insurance Premiums	70.81
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	806.07
			Health Insurance Contribut	831.06
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.70
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		AT & T/CITY HALL	911 PHONE SVC 11/23/20	1,045.75
			911 LINE 12/5/20	235.00
		INTERNAL REVENUE SERVICE	FICA	771.69
			Medicare	180.48
		ICMA	Retirement 401%	114.31
			Retirement 401	1,145.84
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	119.98
			COMM CABLE	31.80
		AT&T MOBILITY-CELLS	911 CELL PHONES	44.47
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.48
			Group Dependent Life Ins	4.51
			Group Life Ins and Buy Up	20.63
			Group Life Ins and Buy Up	20.77
			Group Life Ins and Buy Up	3.87
			Group Life Ins and Buy Up	3.87
			Short Term Disability Ins	31.09
			Short Term Disability Ins	31.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	4.79
			Short Term Disability Ins	4.79
		BANKCARD SERVICES	PLANTRONICS SPARE REMOTE	179.95
			APCO MEMBERSHIP DUES	345.00
			TOTAL:	8,665.23
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	876.55
			Health Insurance Contribut	876.55
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	212.21
			Medicare	49.63
		ICMA	Retirement 401%	35.45
			Retirement 401	212.72
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	1.99
			Group Life Ins and Buy Up	1.99
			Group Life Ins and Buy Up	6.61
			Group Life Ins and Buy Up	6.61
			Short Term Disability Ins	9.00
			Short Term Disability Ins	9.00
			TOTAL:	2,492.03
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	210.67
			Medicare	49.28
		ICMA	Retirement 401%	15.28
			Retirement 401	217.26
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	44.47
		WEX INC	ENG DEPT FUEL	180.36
		HSA BANK	HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	9.16
			Group Life Ins and Buy Up	4.63
			Short Term Disability Ins	12.00
			Short Term Disability Ins	6.00
			Short Term Disability Ins	5.50
			Short Term Disability Ins	5.50
			TOTAL:	3,568.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	127.37
			Medicare	29.79
		ICMA	Retirement 401%	21.36
			Retirement 401	128.16
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	289.97
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONE 11/23/2	41.24
			IT DEPT CELL PHONES	85.71
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	7.50
			Group Life Ins and Buy Up	7.50
			Short Term Disability Ins	6.00
			Short Term Disability Ins	6.00
		BANKCARD SERVICES	PW EMERGENCY NOTIF SYSTEM	250.00
			TOTAL:	2,298.44
Economic Development	General Fund	LOWE'S	TAX CORRECTION REFUND	4.90-
			EXTENSION CORDS	80.27
			CABLE TIES, ADAPTER, EXT C	36.02
			FUSES, EXTENSION CORDS	28.40
			ADAPTER, EXTENSION CORDS	68.31
			CONNECTOR FITTINGS	56.50
			PVC ELBOW	3.51
			EXT CORDS & ELECTRIC BOXES	454.15
			EXTENSION CORD	1.88
			CONCRETE- LIGHT ELEC BURIA	38.57
			PVC	3.98
			ELECTRICAL BOX COVER	19.94
			CHRISTMAS LIGHTS & WASHERS	151.05
			LED TAPE LIGHTS & RATCHET	379.87
			CONCRETE	33.06
			SPOT LIGHT & EXTENSION COR	235.21
			OUTLET	18.99
		BANKCARD SERVICES	LIGHTS FOR HOLIDAY LIGHTS	630.95
			FACEBOOK AD- HOLIDAY LIGHT	15.88
			MUSIC FOR HOLIDAY LIGHTS	1.09
			CITY MEDC MEMBERSHIP	175.00
			TOTAL:	2,427.73
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	145.80
			Health Insurance Contribut	145.80
			Health Insurance Contribut	74.57
			Health Insurance Contribut	74.56
			Health Insurance Premiums	325.65
			Health Insurance Premiums	325.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		MO DEPT OF REVENUE	State Withholding	193.52
		INTERNAL REVENUE SERVICE	Fed WH	612.44
			FICA	619.82
			Medicare	144.97
		ICMA	Retirment 457 &	389.75
			Retirement 457	50.30
			Retirement Roth IRA	15.30
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.37
			American Fidelity	88.37
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	178.47
			TOTAL:	3,785.08
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	1,364.20
			Health Insurance Contribut	1,364.20
			Health Insurance Contribut	783.01
			Health Insurance Contribut	783.02
			Health Insurance Premiums	659.35
			Health Insurance Premiums	659.35
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		INTERNAL REVENUE SERVICE	FICA	619.82
			Medicare	144.97
		ICMA	Retirement 401%	60.28
			Retirement 401	539.60
		LOWE'S	PVC PANEL & REACHING TOOL	68.32
			WEDEATER LINE	52.24
			ELECTRICAL BOX, CONNECTORS	103.31
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	224.25
		WEX INC	TRANS DEPT FUEL	1,003.07
			TRANS GPS	0.00
		XEROX CORPORATION DBA XEROX FINANCIAL	TRANSPORTATION	78.04
		AMEREN MISSOURI	KK DR LTG 10/30-12/02	113.98
			MAINT SALT BLDG 11/5-12/8	10.49
			ST LTG SERV 11/01-12/01	3,767.85
			CUST OWNED LTG 11/01-12/01	1,376.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	250.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	13.29
			Group Life Ins and Buy Up	13.29
			Group Life Ins and Buy Up	8.78
			Group Life Ins and Buy Up	8.78
			Short Term Disability Ins	24.00
			Short Term Disability Ins	24.00
			Short Term Disabiilty Ins	7.17
			Short Term Disabilty Ins	7.18
			TOTAL:	14,969.43
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.26
			Dental Insurance Premiums	73.26
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	72.90
			Health Insurance Contribut	72.90
			Health Insurance Contribut	18.36
			Health Insurance Contribut	18.37
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	1.32
			Vision Insurance Contribut	1.32
		MO DEPT OF REVENUE	WATER SALES TAX	3,369.41
			State Withholding	271.63
		INTERNAL REVENUE SERVICE	Fed WH	657.56
			FICA	500.21
			Medicare	116.97
		ICMA	Retirment 457 &	220.62
			Retirement 457	14.85
			Retirement Roth IRA	14.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	72.84
			American Fidelity	72.84
			American Fidelity	10.78
			American Fidelity	10.78
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	20.83
			Flexible Spending Accts -	20.83
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	33.22
			Texas Life After Tax	33.22
		HSA BANK	HSA Family/Dep. Contributi	19.80
			TOTAL:	5,851.93
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.26
			Dental Insurance Premiums	73.26
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	807.00
			Health Insurance Contribut	807.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Health Insurance Contribut	192.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	192.84
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	1.32
			Vision Insurance Contribut	1.32
		INTERNAL REVENUE SERVICE	FICA	500.21
			Medicare	116.97
		ICMA	Retirement 401%	68.63
			Retirement 401	741.13
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASES	51.50
			LIENS	28.00
		LOWE'S	PVC PANEL & REACHING TOOL	68.32
			CHEMICAL TUBES- WELL PUMPS	42.72
			UNAPPLIED ADJ PMTS	6.39
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	186.24
		WEX INC	WATER DEPT FUEL	480.39
			WATER GPS	0.00
		XEROX CORPORATION DBA XEROX FINANCIAL	WATER	78.05
		AMEREN MISSOURI	6186 FIRE ST WELL 10/28-11	470.66
			BLUFF RD TOWER 11/5-12/8	1,094.11
			COLLEGE WELL 11/4-12/7/20	2,374.48
		MANKEY, KYLE	MILEAGE REIMB 12/12-12/18/	48.30
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	99.75
		DEVORE, CALEB	MILEAGE REIMB 12/5-12/11/2	119.60
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.63
			Group Dependent Life Ins	4.63
			Group Life Ins and Buy Up	21.21
			Group Life Ins and Buy Up	21.21
			Short Term Disability Ins	18.00
			Short Term Disability Ins	18.00
			Short Term Disabiliity Ins	12.29
			Short Term Disabiliity Ins	12.30
			TOTAL:	10,372.25
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Health Insurance Contribut	240.97
			Health Insurance Contribut	240.97
			Vision Insurance Contribut	17.32
			Vision Insurance Contribut	17.32
		FAMILY SUPPORT PAYMENT CENTER	Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	271.24
		INTERNAL REVENUE SERVICE	Fed WH	724.99
			FICA	579.63
			Medicare	135.56
		ICMA	Retirment 457 &	59.09
			Retirement 457	64.85
			Retirement Roth IRA	34.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	6.75
			American Fidelity	6.75
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	22.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	22.71
		HSA BANK	HSA Family/Dep. Contributi	19.80
			TOTAL:	2,996.97
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Health Insurance Contribut	2,530.26
			Health Insurance Contribut	2,530.24
			Vision Insurance Contribut	17.32
			Vision Insurance Contribut	17.32
		INTERNAL REVENUE SERVICE	FICA	579.63
			Medicare	135.56
		LAKE SUN LEADER 645	LIFT STATION BID	144.00
		ICMA	Retirement 401%	80.93
			Retirement 401	1,112.59
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASES	51.50
			LIENS	28.00
		LOWE'S	PVC PANEL & REACHING TOOL	68.32
			CABLE & SPLICER	25.96
			MOUSE TRAPS	5.41
			UNAPPLIED ADJ PMTS	6.38
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	183.01
		WEX INC	SEWER DEPT FUEL	632.33
			SEWER GPS	0.00
		XEROX CORPORATION DBA XEROX FINANCIAL	SEWER	78.05
		AMEREN MISSOURI	CLEARWOOD LN 11/02-12/03	12.18
			3949 CAMPGROUND G/S 11/5-1	15.09
			1150 HWY KK 11/11-12/13	26.87
			1117 OB RD G/P 11/11-12/13	12.32
			HWY D PREWITTS PT GP 11/4-	158.24
			701 PA HE TSI 11/5-12/8	11.45
			GRINDER PUMPS & LIFT STATI	3,888.15
			GRINDER PUMPS & LIFT STATI	6,280.45
			1092 PROCTER G/P 11/11-12	19.65
			1004 ZEBRA RD L/P 11/02-12	11.04
		MANKEY, KYLE	MILEAGE REIMB 12/5-12/11/2	24.15
		HSA BANK	HSA Family/Dep. Contributi	324.75
		WALKER, DUSTIN	MILEAGE REIMB 12/5-12/11/2	48.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.64
			Group Dependent Life Ins	4.64
			Group Life Ins and Buy Up	17.24
			Group Life Ins and Buy Up	17.24
			Short Term Disability Ins	18.00
			Short Term Disability Ins	18.00
			Short Term Disabiilty Ins	7.22
			Short Term Disabiilty Ins	7.20
		OSSOWSKI, SHELBY N	MILEAGE REIMB 12/5-12/11/2	78.20
		BANKCARD SERVICES	GAS METER KIT	594.00
		MCKINNEY, GREGORY	MILEAGE REIMB 12/5-12/11/2	24.15
			TOTAL:	20,040.50
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	72.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	72.90
			Health Insurance Contribut	111.30
			Health Insurance Contribut	111.30
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MO DEPT OF REVENUE	State Withholding	327.00
		INTERNAL REVENUE SERVICE	Fed WH	854.76
			FICA	777.71
			Medicare	181.89
		ICMA	Loan Repayment	134.33
			Retirement 457 &	137.72
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	81.02
			American Fidelity	81.02
			American Fidelity	91.76
			American Fidelity	91.76
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	57.08
			Flexible Spending Accts -	57.08
		HSA BANK	HSA Family/Dep. Contributi	35.00
			TOTAL:	3,501.53
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	538.00
			Health Insurance Contribut	682.10
			Health Insurance Contribut	682.10
			Health Insurance Contribut	1,168.70
			Health Insurance Contribut	1,168.70
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	777.71
			Medicare	181.89
		ICMA	Retirement 401%	86.98
			Retirement 401	627.84
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	31.81
		AT&T MOBILITY-CELLS	AMB FN LAPTOPS 11/23/20	82.48
			AMB DEPT CELL PHONES	44.47
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE REIMBURSEMEN	1,441.74
		WEX INC	AMB FUEL	206.99
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	19.90
			Group Life Ins and Buy Up	19.90
			Group Life Ins and Buy Up	4.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	4.15
			Short Term Disability Ins	30.00
			Short Term Disability Ins	30.00
			Short Term Disability Ins	4.96
			Short Term Disability Ins	<u>4.96</u>
			TOTAL:	8,838.23
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.20
			Dental Insurance Premiums	35.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	43.74
			Health Insurance Contribut	43.74
			Health Insurance Contribut	55.65
			Health Insurance Contribut	55.65
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	LCF SALES TAX	853.70
			State Withholding	66.00
		INTERNAL REVENUE SERVICE	Fed WH	181.58
			FICA	317.71
			Medicare	74.30
		ICMA	Retirement 457 &	11.07
			Retirement 457	89.00
			Loan Repayments	74.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	37.13
			American Fidelity	37.13
			American Fidelity	26.44
			American Fidelity	26.44
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	<u>7.88</u>
			TOTAL:	2,127.39
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.20
			Dental Insurance Premiums	35.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	269.00
			Health Insurance Contribut	409.26
			Health Insurance Contribut	409.26
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RD WELL 11/5-12/8/20	10.49
			LCF RUNWAY LTS 10/29-12/01	109.04
			AP FIREHOUSE 10/29-12/01	30.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			KAISER TERMINAL BLDG 11/5-	246.40
			LCF HANGAR 11/5-12/8/20	70.24
			LCF NEW AP HANGAR 11/5-12/	52.91
		INTERNAL REVENUE SERVICE	FICA	317.71
			Medicare	74.30
		ICMA	Retirement 401%	37.23
			Retirement 401	300.82
		LOWE'S	AIR HOSE	37.03
			LIGHT BULB, TOILET REPAIR	46.52
		AT&T MOBILITY-CELLS	LCF CELL PHONES	22.24
		S & W PROPANE INC	210.1 GAL PROPANE	346.67
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		WEX INC	LCF FUEL	73.84
			LCF GPS	0.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	11.94
			Group Life Ins and Buy Up	11.94
			Group Life Ins and Buy Up	3.17
			Group Life Ins and Buy Up	3.17
			Short Term Disability Ins	9.60
			Short Term Disability Ins	9.60
			Short Term Disabilty Ins	8.57
			Short Term Disabiilty Ins	8.57
			TOTAL:	4,669.59
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	102.06
			Health Insurance Contribut	102.06
			Health Insurance Contribut	55.65
			Health Insurance Contribut	55.65
			Vision Insurance Contribut	7.70
			Vision Insurance Contribut	7.70
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	GG SALES TAX	58.99
			State Withholding	43.00
		INTERNAL REVENUE SERVICE	Fed WH	94.45
			FICA	191.73
			Medicare	44.84
		ICMA	Retirment 457 &	10.67
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	33.43
			American Fidelity	33.43
			American Fidelity	9.96
			American Fidelity	9.96
			TOTAL:	1,004.88
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	954.94
			Health Insurance Contribut	954.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	584.35
			Health Insurance Contribut	584.35
			Vision Insurance Contribut	7.70
			Vision Insurance Contribut	7.70
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 10/27-11/29	41.93
			GG TBLC EXT D 10/27-11/29	233.09
			GG AP SHOP 10/27-11/29	33.02
			957 AIRPORT RD 10/27-11/29	10.66
			GG AP TBLC EXT D 10/27-11/	24.12
			GG AP HANGAR E8 10/27-11/2	16.19
			GG AP SLEEPY 10/27-11/29	55.96
		MID STATE PETROLEUM EQUIPMENT INC	CALIBRATE METER- JET A TRU	394.50
		INTERNAL REVENUE SERVICE	FICA	191.73
			Medicare	44.84
		ICMA	Retirement 401%	20.28
			Retirement 401	199.48
		AT&T MOBILITY-CELLS	GG CELL PHONES	22.24
		53 ENTERPRISES LLC DBA ELITE ROOFING	REPLACE HANGAR SKYLIGHTS	982.00
		WEX INC	GG GPS	0.00
		HSA BANK	HSA Family/Dep. Contributi	180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	7.96
			Group Life Ins and Buy Up	7.96
			Group Life Ins and Buy Up	2.12
			Group Life Ins and Buy Up	2.12
			Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			Short Term Disabilty Ins	4.28
			Short Term Disabilty Ins	4.28
			TOTAL:	5,708.28

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

10	General Fund	138,410.14
20	Transportation	18,754.51
30	Water Fund	16,224.18
35	Sewer Fund	23,037.47
40	Ambulance Fund	12,339.76
45	Lee C. Fine Airport Fund	6,796.98
47	Grand Glaize Airport Fund	6,713.16

GRAND TOTAL: 222,276.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Municipal Court	General Fund	SMITH, GARY L	NOV MUNICIPAL JUDGE SERVIC	1,763.16
			DEC MUNICIPAL JUDGE SERVIC	<u>1,763.16</u>
			TOTAL:	3,526.32
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 11/2020	<u>356.25</u>
			TOTAL:	356.25
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	209.55
			AB PEST CONTROL INC	270.00
			CROWN LINEN SERVICE INC	<u>49.26</u>
			TOTAL:	528.81
Parks	General Fund	PLAYPOWER LT FARMINGTON INC	SWING SET PARTS	245.32
			CONCESSION PRETZELS 10/1-1	70.00
			MONTHLY RENTAL CASE- OCT	<u>20.00</u>
			TOTAL:	335.32
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	COVID-19 TESTING	375.00
			PRE EMPLOYMENT SCREENING	40.00
			1138 INC DBA VALIDITY SCREENING SOLUTI	112.00
			AMAZON CAPITAL SERVICES INC	<u>72.79</u>
			TOTAL:	599.79
Engineering	General Fund	AMAZON CAPITAL SERVICES INC	TRACER CONNECTORS	<u>95.70</u>
			TOTAL:	95.70
Economic Development	General Fund	VACATION NEWS	NOV CALENDAR BILLING	<u>160.00</u>
			TOTAL:	160.00
Transportation	Transportation	MARKS MOBILE GLASS INC	INSTALL BACKHOE CASE	135.00
			TRANS DEPT UNIFORMS	53.56
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT FLOOR MATS	5.52
			PLATES	15.24
		GB MAINTENANCE SUPPLY	WIPER BLADES & TRANS FL TR	57.96
			BACKUP ALARM- TRK 62	30.31
		O'REILLY AUTOMOTIVE STORES INC	DIESEL FLUID- BACKHOE	9.99
			LIGHT & CHOKE KIT- TRK 62	16.26
		CROWN POWER & EQUIPMENT	STARTER FLUID- LEAF VAC	6.98
			GLASS FOR BACKHOE CASE	144.00
		PRECISION AUTO & TIRE SERVICE LLC	INSPECTION- TRK 55	54.00
			PW PEST CONTROL	20.00
		COMFORT CARE	THERMOSTAT REPAIR	92.09
			SIGN POSTS & ANCHORS	1,936.00
		J & A TRAFFIC PRODUCTS LLC	CHARGING CABLE	9.99
			TIRE REPAIR- TILT TRAILER	<u>10.00</u>
		AMAZON CAPITAL SERVICES INC	TOTAL:	2,596.90
Water	Water Fund	ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	33.90
			WATER DEPT FLOOR MATS	5.52
		GB MAINTENANCE SUPPLY	PLATES	15.24
			PW PEST CONTROL	20.00
		COMFORT CARE	THERMOSTAT REPAIR	92.09
			MEMBRANE SENSOR- BLUFF DR	162.64
		SIDENER ENVIRONMENTAL SERVICES INC	CHARGING CABLE	<u>9.99</u>
			TOTAL:	339.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Sewer	Sewer Fund	SCHEPPERS INTERNATIONAL TRUCK CENTER I	BOOM TRUCK REPAIR	10,050.63
			STEERING REPAIR- BOOM TRK	131.15
			FASTENAL CO	13.98
			ARAMARK UNIFORM & CAREER APPAREL GROUP	25.48
			SEWER DEPT FLOOR MATS	5.52
			GB MAINTENANCE SUPPLY	15.25
			PLATES	850.00
			ODOR CONTROL NOV PS KK114	1,100.00
			ODOR CONTROL NOV L/S 53-1	8,109.62
			MUNICIPAL EQUIPMENT CO	76.71
			NEW PUMP- MAIN STREET	35.98
			BUTT CONNECTORS FOR PUMP R	42.36
			O'REILLY AUTOMOTIVE STORES INC	38,689.20
			ANITFREEZE- PUMP TRUCK	151.00
			DRIVEWAY CLNR & WHEEL BRUS	20.00
			NOV MONTHLY FLOWS	92.08
			LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	9.99
			GILMORE & BELL PC	117.75
			REBATE CALC 2005	9.43
			AB PEST CONTROL INC	59,546.13
			PW PEST CONTROL	
Ambulance	Ambulance Fund	AIRGAS INC	OXYGEN	158.86
			TOW FEE- M8	98.00
			OIL CHNG & SNOW TIRES- M8	100.00
			BATTERY REPAIR- M8	369.77
			TOTAL:	726.63
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	URINAL SCREENS & TOILET PA	112.57
			NAEGLER OIL CO	14,749.94
			O'REILLY AUTOMOTIVE STORES INC	270.98
			BATT CHARGER & SOCKET SET	15,133.49
			TOTAL:	

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===== FUND TOTALS =====
10 General Fund          5,602.19
20 Transportation        2,596.90
30 Water Fund            339.38
35 Sewer Fund            59,546.13
40 Ambulance Fund         726.63
45 Lee C. Fine Airport Fund 15,133.49
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GRAND TOTAL:            83,944.72
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City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Kevin Rucker, Alderman
Presenter: Edward Rucker, City Attorney
Date Submitted: December 18, 2020

Agenda Item:

Bill 20-84 - An ordinance of the City of Osage Beach, Missouri, adopting a new section 110.300 of the Osage Beach Code of Ordinances to manage meetings of the Board of Aldermen held by video conference, votes offered by video conference and public comments offered at public hearings and the Board's public comment period during said meetings and amending sections 110.110, 110.160, 110.210 and 110.260 as necessary for the implementation of meetings of the Board of Aldermen via video conferencing technology. *Second Reading*

Requested Action:

Second Reading of Bill #20-84

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

No

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

The purpose of this proposed section is to manage meetings of the Board of Aldermen held by video conference, votes offered by video conference and public comments

offered at public hearings and the Board's public comment period during said meetings.

Section 110.030.4 has been amended in the proposed Floor substitute to include a new sentence set out below in bold.

1. Use of Video Conference Attendance. A member of the Board of Aldermen shall not attend more than four meetings via video conference in a rolling twelve-month period, unless excused by the Mayor. **This section shall not apply to any meeting in which a majority of the members of the Board of Aldermen participate through video conference as defined in Section 110.300.2.**

City Attorney Comments:

Per City Code 110.230, Bill 20-84 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on December 17, 2020.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING A NEW SECTION 110.300 OF THE OSAGE BEACH CODE OF ORDINANCES TO MANAGE MEETINGS OF THE BOARD OF ALDERMEN HELD BY VIDEO CONFERENCE, VOTES OFFERED BY VIDEO CONFERENCE AND PUBLIC COMMENTS OFFERED AT PUBLIC HEARINGS AND THE BOARD'S PUBLIC COMMENT PERIOD DURING SAID MEETINGS AND AMENDING SECTIONS 110.110, 110.160, 110.210 AND 110.260 AS NECESSARY FOR THE IMPLEMENTATION OF MEETINGS OF THE BOARD OF ALDERMEN VIA VIDEO CONFERENCING TECHNOLOGY

WHEREAS; video conference meetings have been necessary in the past due to the COVID-19 Pandemic and,

WHEREAS, the Board of Aldermen hereby finds that the hardware and software technology exists and is constantly under change and improvement to allow for meetings of the Board remotely through the internet which technologies allow for public observation and participation; and,

WHEREAS, the Board of Aldermen conclude that it is in the best interest of the city to set out the terms and condition of remote meeting, remote participation by individual board members and participation over the internet by members of the public and that such an ordinance is necessary to regulate and codify such terms and procedures:

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

Section 1. That a new Section 110.300 titled Board of Aldermen Meetings Utilizing Video Conference Technology of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section 110.300: Board of Aldermen Meetings Utilizing Video Conference Technology.

1. Policy Statement. It is the intention of the City to utilize video conference technology in connection with meetings of the Board of Aldermen for the following purposes:
 - a. To expand the opportunities of the citizens and members of the public to access Board meetings as those meetings are happening and to observe the Board of Aldermen during the public meetings;
 - b. The primary purpose of attendance by video conference connection is to accommodate the Board of Aldermen and allow meetings to occur when circumstances would otherwise prevent the physical attendance of a member or members of the Board;

- c. To ensure that members of the public have access to the public hearing opportunities for land use, budget, water and sewer fees and all other matters where required by state statute;
- d. To ensure that members of the public may access the meeting online and make comments within the public comment period under reasonable terms and conditions consistent with the Board performing its functions;
- e. A further purpose of attendance by video conference is to ensure that all members may participate in business of the public governmental body that is an emergency or highly important in nature and arose so quickly as to make attendance at a regular meeting practically impossible;

2. Definitions

- a. “Video conference” or “videoconferencing” shall refer to a means of communication where at least one member of a public government body participates in the public meeting via an electronic connection made up of three components:
 - i. a live video transmission of the member of the public governmental body not in physical attendance;
 - ii. a live audio transmission allowing the member of the public governmental body not in physical attendance to be heard by those in physical attendance; and
 - iii. a live audio transmission allowing the member of the public governmental body not in physical attendance to hear those in physical attendance at a meeting.

3. Interruption in transmission.

- a. If at any time during a meeting one or more of the elements of a video conference becomes compromised or if any participants are unable to see, hear, or fully communicate, then the video conference participant is deemed immediately absent and this absence should be reflected in the minutes.
- b. A video conference participant’s absence may compromise a quorum in which case the applicable Missouri laws shall take effect regarding a broken quorum.
- c. Any elected official for whom transmission has lost video but for which audio continues may continue to participate in the meeting, except that no elected official shall vote via video conference unless both audio and video connections are present and fully functional at the time of their vote. All matters put to a vote shall be decided immediately upon the end of the roll call and no votes may be held open or delayed because of transmission difficulties.

4. Use of Video Conference Attendance. A member of the Board of Aldermen shall not attend more than four meetings via video conference in a rolling twelve-month period, unless excused by the Mayor.
5. Members of the Board of Aldermen and the Mayor must appear personally for swearing in before taking their offices.
6. Physical Location. Members of the public may participate in a public meeting of the Board of Aldermen via video conference under the following terms and conditions:
 - a. Public hearing or comments required by statutes shall be heard and reflected in the minutes as if made in a physical present meeting. Member of the public shall have the opportunity to make comment on any matter for which a public hearing is required by law, in person or through video conference for a period of three minutes, or more when permitted by the Mayor. The Mayor shall have the authority to terminate any public comment offered in person or via video conference after three minutes.
 - b. Citizen comments. Members of the public shall have the opportunity to make comment on any matter in person or through video conference for a period of three minutes, or more when permitted by the Mayor. The Mayor shall have the authority to terminate any public comment offered in person or via video conference after three minutes.
 - c. The members of the public wishing to attend a meeting, and elected officials not participating via videoconferencing of a meeting, shall participate at the physical location where meetings of the Board of Aldermen are typically held, or as provided in a notice provided in accordance with the Sunshine Law.
 - d. The communication equipment at the physical location of the meeting must allow for all meeting attendees and members of the public to see, hear, and fully communicate with the videoconferencing participant.
7. Voting.
 - a. Aldermen physically present. Members of the Board of Aldermen attending a public meeting in person are deemed present for purposes of participating in the meeting upon responding in the affirmative to the roll call for attendance at the beginning of the meeting, or when they later announce their presence. They may then vote in all voice and roll call votes.
 - b. Aldermen not physically present. Aldermen attending a public meeting of the Board of Aldermen via video conference are deemed present for purposes of participating in the meeting when they respond in the affirmative to the roll call at of attendance at the beginning of the meeting or later announce their presence. Such aldermen may then participate in a voice or roll call vote to the same effect as aldermen in physical attendance.

8. If any component of the video conference communication fails during the meeting, the member attending the meeting by video conference whose connection failed shall be deemed absent immediately upon such failure, and if the Board was in the act of voting, the voting shall stop until all of the components of video conference attendance are again restored and the video conference participant's presence is again noted in the minutes
9. Closed Meetings. No aldermen may participate in any closed session by video conference or other electronic means.
10. Minutes. The minutes of any meeting, whether in open or in closed session, should reflect the member, if any, participating via video conference; the members in physical attendance; and which members, if any, who are absent.
11. Emergency meetings. If emergency circumstances create impossibility for the Aldermen or Mayor to physically attend a meeting of the Board, the Board of Aldermen may meet, and if necessary, vote, by video conference. All such meeting shall be conducted in accordance with Chapter 610 of the Revised Statutes of Missouri.

Section 2. That Section 110.110 titled Regular Meetings and is hereby repealed and a new section 110.110 titled Regular Meetings be and is hereby enacted as follows:

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of 6:00 P.M. on the first and third Thursdays of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month. A video conference meeting or any meeting in which some or all members participate through video conference, held pursuant to Section 110.300, shall count as a regular public meeting.

Section 3. That Section 110.160 titled Compelling Attendance and is hereby repealed and a new section 110.110 titled Compelling Attendance be and is hereby enacted as follows:

In case that a lesser number than a quorum shall convene at a regular or special meeting of the Board of Aldermen, the Mayor is authorized to direct the Chief of Police or other City Officer to send for and compel the attendance of any or all absent members upon such terms and conditions and at such time as such majority of the members present shall agree. Members attending via video conference pursuant to Section 110.300 shall count as part of the quorum so long as the video and audio links joining the member to the meeting are functional.

Section 4. That Section 110.210 titled Permission Required for Members to Leave the Meeting and is hereby repealed and a new section 110.210 titled Permission Required for Members to Leave the Meeting be and is hereby enacted as follows:

No member of the Board of Aldermen may leave the council chamber while in regular or special session without permission from the Presiding Officer. For members attending via video conference this section shall not apply.

Section 5. That Section 110.260 titled Voting Required and is hereby repealed and a new section 110.110 titled Voting Required be and is hereby enacted as follows:

Every member of the Board of Aldermen shall vote upon every question. A member may abstain from voting only after disclosure to be recorded in the minutes, of the actual or potential conflict of interest.

Section 6. Calling a meeting by Video conference. The Mayor or the Board of Aldermen acting by resolution may call or designate a meeting to take place by video conference after proper notice in accordance with Chapter 610 of the Revised Statutes of Missouri and Section 117.040 of this Code.

Section 7. 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 8. 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 9. 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: December 17, 2020 READ SECOND TIME: _____

I hereby certify that Ordinance No.20.84 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.20.84.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

FLOOR SUBSTITUTE

BILL NO. 20-0_

ORDINANCE NO. 20.0_

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING A NEW SECTION 110.300 OF THE OSAGE BEACH CODE OF ORDINANCES TO MANAGE MEETINGS OF THE BOARD OF ALDERMEN HELD BY VIDEO CONFERENCE, VOTES OFFERED BY VIDEO CONFERENCE AND PUBLIC COMMENTS OFFERED AT PUBLIC HEARINGS AND THE BOARD'S PUBLIC COMMENT PERIOD DURING SAID MEETINGS AND AMENDING SECTIONS 110.110, 110.160, 110.210 AND 110.260 AS NECESSARY FOR THE IMPLEMENTATION OF MEETINGS OF THE BOARD OF ALDERMEN VIA VIDEO CONFERENCING TECHNOLOGY

WHEREAS; video conference meetings have been necessary in the past due to the COVID-19 Pandemic and,

WHEREAS, the Board of Aldermen hereby finds that the hardware and software technology exists and is constantly under change and improvement to allow for meetings of the Board remotely through the internet which technologies allow for public observation and participation; and,

WHEREAS, the Board of Aldermen conclude that it is in the best interest of the city to set out the terms and condition of remote meeting, remote participation by individual board members and participation over the internet by members of the public and that such an ordinance is necessary to regulate and codify such terms and procedures:

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

Section 1. That a new Section 110.300 titled Board of Aldermen Meetings Utilizing Video Conference Technology of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section 110.300: Board of Aldermen Meetings Utilizing Video Conference Technology.

1. Policy Statement. It is the intention of the City to utilize video conference technology in connection with meetings of the Board of Aldermen for the following purposes:
 - a. To expand the opportunities of the citizens and members of the public to access Board meetings as those meetings are happening and to observe the Board of aldermen during the public meetings;
 - b. The primary purpose of attendance by video conference connection is to accommodate the Board of Aldermen and allow meetings to occur when

circumstances would otherwise prevent the physical attendance of a member or members of the Board;

- c. To ensure that members of the public have access to the public hearing opportunities for land use, budget, water and sewer fees and all other matters where required by state statute;
- d. To ensure that members of the public may access the meeting online and make comments within the public comment period under reasonable terms and conditions consistent with the Board performing its functions;
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3. Interruption in transmission.

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- b. A video conference participant’s absence may compromise a quorum in which case the applicable Missouri laws shall take effect regarding a broken quorum.
- c. Any elected official for whom transmission has lost video but for which audio continues may continue to participate in the meeting, except that no elected official shall vote via video conference unless both audio and video connections are present and fully functional at the time of their vote. All

matters put to a vote shall be decided immediately upon the end of the roll call and no votes may be held open or delayed because of transmission difficulties.

4. Use of Video Conference Attendance. A member of the Board of Aldermen shall not attend more than four meetings via video conference in a rolling twelve-month period, unless excused by the Mayor. This section shall not apply to any meeting in which a majority of the members of the Board of Aldermen participate through video conference as defined in Section 110.300.2.
5. Members of the Board of Aldermen and the Mayor must appear personally for swearing in before taking their offices.
6. Physical Location. Members of the public may participate in a public meeting of the Board of Aldermen via video conference under the following terms and conditions:
 - a. Public hearing or comments required by statutes shall be heard and reflected in the minutes as if made in a physical present meeting. Member of the public shall have the opportunity to make comment on any matter for which a public hearing is required by law, in person or through video conference for a period of three minutes, or more when permitted by the Mayor. The Mayor shall have the authority to terminate any public comment offered in person or via video conference after three minutes.
 - b. Citizen comments. Members of the public shall have the opportunity to make comment on any matter in person or through video conference for a period of three minutes, or more when permitted by the Mayor. The Mayor shall have the authority to terminate any public comment offered in person or via video conference after three minutes.
 - c. The members of the public wishing to attend a meeting, and elected officials not participating via videoconferencing of a meeting, shall participate at the physical location where meetings of the Board of Aldermen are typically held, or as provided in a notice provided in accordance with the Sunshine Law.
 - d. The communication equipment at the physical location of the meeting must allow for all meeting attendees and members of the public to see, hear, and fully communicate with the videoconferencing participant.
7. Voting.
 - a. Aldermen physically present. Members of the Board of Aldermen attending a public meeting in person are deemed present for purposes of participating in the meeting upon responding in the affirmative to the roll call for attendance at the beginning of the meeting, or when they later announce their presence. They may then vote in all voice and roll call votes.
 - b. Aldermen not physically present. Aldermen attending a public meeting of the Board of Aldermen via video conference are deemed present for purposes of

participating in the meeting when they respond in the affirmative to the roll call at of attendance at the beginning of the meeting or later announce their presence. Such aldermen may then participate in a voice or roll call vote to the same effect as aldermen in physical attendance.

8. If any component of the video conference communication fails during the meeting, the member attending the meeting by video conference whose connection failed shall be deemed absent immediately upon such failure, and if the Board was in the act of voting, the voting shall stop until all of the components of video conference attendance are again restored and the video conference participant's presence is again noted in the minutes
9. Closed Meetings. No aldermen may participate in any closed session by video conference or other electronic means.
10. Minutes. The minutes of any meeting, whether in open or in closed session, should reflect the member, if any, participating via video conference; the members in physical attendance; and which members, if any, who are absent.
11. Emergency meetings. If emergency circumstances create impossibility for the Aldermen or Mayor to physically attend a meeting of the Board, the Board of Aldermen may meet, and if necessary, vote, by video conference. All such meeting shall be conducted in accordance with Chapter 610 of the Revised Statutes of Missouri.

Section 2. That Section 110.110 titled Regular Meetings and is hereby repealed and a new section 110.110 titled Regular Meetings be and is hereby enacted as follows:

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of 6:00 P.M. on the first and third Thursdays of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month. A video conference meeting or any meeting in which some or all members participate through video conference, held pursuant to Section 110.300, shall count as a regular public meeting.

Section 3. That Section 110.160 titled Compelling Attendance and is hereby repealed and a new section 110.110 titled Compelling Attendance be and is hereby enacted as follows:

In case that a lesser number than a quorum shall convene at a regular or special meeting of the Board of Aldermen, the Mayor is authorized to direct the Chief of Police or other City Officer to send for and compel the attendance of any or all absent members upon such terms and conditions and at such time as such majority of the members present shall agree. Members attending via video conference pursuant to Section 110.300 shall count as part of the quorum so long as the video and audio links joining the member to the meeting are functional.

Section 4. That Section 110.210 titled Permission Required for Members to Leave the Meeting and is hereby repealed and a new section 110.210 titled Permission Required for Members to Leave the Meeting be and is hereby enacted as follows:

No member of the Board of Aldermen may leave the council chamber while in regular or special session without permission from the Presiding Officer. For members attending via video conference this section shall not apply.

Section 5. That Section 110.260 titled Voting Required and is hereby repealed and a new section 110.110 titled Voting Required be and is hereby enacted as follows:

Every member of the Board of Aldermen shall vote upon every question. A member may abstain from voting only after disclosure to be recorded in the minutes, of the actual or potential conflict of interest.

Section 6. Calling a meeting by Video conference. The Mayor or the Board of Aldermen acting by resolution may call or designate a meeting to take place by video conference after proper notice in accordance with Chapter 610 of the Revised Statutes of Missouri and Section 117.040 of this Code.

Section 7. 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 8. 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 9. 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.20 . was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.20 . .

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: December 21, 2020

Agenda Item:

Public Hearing - Rezoning Case 411: Precision Paint Worx, LLC, C-1 (General Commercial) with a PUD 1 overlay to C-1 (General Commercial).

Requested Action:

Public Hearing

Ordinance Referenced for Action:

Board of Aldermen shall hold a public hearing on each application for an amendment to Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - (90 rule)

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

A Public Hearing is required for all rezoning cases. This is the hearing for Rezoning Case 411 as requested by Precision Paint Worx, LLC. for a zoning change from C-1 (General Commercial) with a PUD 1 overlay to C-1 (General Commercial).

This is an opportunity for the Mayor and the Board of Aldermen to hear comments or

concerns from the applicant and the public pertaining to the proposed zoning change.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: December 21, 2020

Agenda Item:

Bill 21-02 Rezoning Case 411, Precision Paint Worx, LLC. is requesting a rezoning of property currently zoned C-1 (General Commercial) with a PUD 1 overlay to C-1 (General Commercial). *First Reading*

Requested Action:

First Reading of Bill #21-02

Ordinance Referenced for Action:

Board of Aldermen approval required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See attached Report and exhibits

The Planning Commission reviewed the request at their meeting on December 8, 2020 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-02 is in correct form.

City Administrator Comments:
Not Applicable

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 5.6 ACRES AS DESCRIBED IN REZONING CASE NO. 411.

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

Section 1. That the real estate, generally described as 5.6 acres and contained in the legal description contained in Exhibit A attached hereto is rezoned from a PUD (Planned Unit Development) to a C1-Commercial use.

See Exhibit A: Property Boundary Description.

Section 2. That the development as described herein and referred to as Case 405 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.02 was duly passed , 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 21.02.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

EXHIBIT A

PROPERTY BOUNDARY DESCRIPTION

All of Lot No. 2 of "CHAUVINS KK COMMERCIAL PARK". a subdivision of record in Camden County, Missouri, according to the plat thereof filed of record at Plat Book SS, SOA and 50B, Camden County Recorder's Office.

Subject to all restrictions, reservations, conditions, easements and exceptions of record and to any roadways or power lines whether of record or not.

SAVE AND EXCEPT:

A tract of land being a part of the Northwest Quarter of the Southeast Quarter of Section 169 Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

Beginning at the Northwesterly corner of Lot I "Airport Acres", a subdivision of record in Camden County, Missouri, thence-North 42 degrees 10 minutes 53 seconds East, along the North lot line of said Lot 1, 99.99 feet; thence leaving said North lot line, South 47 degrees 45 minutes 20 seconds East, 100.00 feet to the true point of beginning, thence continuing South 41 degrees 45 minutes 20 seconds East, 121.08 feet; thence North 42 degrees 09 minutes 19 seconds East, 72.67 feet; thence North 41 degrees 45 minutes 20 seconds West* 120.00 feet; thence South 43 degrees 00 minutes 20 seconds West, 72.68 feet to the true point of beginning.

Also being part of Lot No. 2, Chauvins KK Commercial Park.
This Deed being re-executed to replace a prior deed dated March 29, 2000 and has been lost or destroyed.

**PLANNING DEPARTMENT
REPORT TO
PLANNING COMMISSION**

Date:	December 8, 2020	Case Number:	411
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<u>Applicant:</u>	Precision Paint Worx, LLC	
<u>Location:</u>	Approximately 250 ft. off Osage Beach Parkway on Ozark Care Drive.	
<u>Petition:</u>	Rezoning to remove the unsuccessful PUD from existing C-1 (General Commercial) zoning	
<u>Existing Use:</u>	Vacant property	
<u>Zoning:</u>	C-1 General Commercial with a PUD 1 Overlay for a Medical Office complex.	
<u>Tract Size:</u>	5.6 acres	
	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial	Vacant Commercial
<u>South:</u>	C-1 General Commercial	Frontage businesses
<u>East:</u>	C-1 General Commercial	Commercial Office
<u>West:</u>	C-1 General Commercial	Vacant Commercial/ Expressway

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Johnson-Meyer-Fredrick LLC	217	August 1999

Utilities

<u>Water:</u>	City	<u>Gas:</u>	Private
<u>Electricity:</u>	Ameren UE	<u>Sewer:</u>	City

Access: Property derives access via a private drive from Ozark Care Drive.

Analysis:

1. The applicants have a contract to purchase the 5.6-acre parcel in question. The subject parcel is zoned C-1 and is part of a PUD that was approved for the original 10-acre tract back in 1999. The adjacent properties are also zoned C-1 (General Commercial) and the uses and activities that take place on those properties are permitted under the regulations established by the subject zoning district.
2. The request is technically a rezoning request, but, the function of the request is to remove the PUD that overlays the existing zone, thereby, removing the incumbrance of the property restoring the ability to develop the property with all of the uses permitted within the C-1 (General Commercial) zoning district.
3. Access for the property will continue to be via Ozark Care Drive. Ozark Care Drive is platted as a private roadway as part of JMF Subdivision.
4. The character of surrounding development is heavy traffic commercial. The intensity of development can be expected to increase in this area with the property being located between two interchanges for the expressway and accessed from the Osage Beach Parkway commercial corridor.

Department Comments and Recommendations:

The PUD is a zoning tool used to offer flexibility within the rigid zoning districts by allowing mixed-use or cluster developments that adhere to the goals and objectives of the Comprehensive Plan but may not necessarily conform to the rigid requirements of the zoning district itself. Of issue in this particular situation is that I can find no reason why a Planned Unit Development was used for this development. All the uses that were part of the approved PUD are permitted uses within the C-1 zoning district and I cannot find a purpose for the PUD by way of services requirements either.

As helpful as a PUD can be when a property owner is in need of flexibility to develop their property, they can also be unnecessarily cumbersome to a developer, a piece of property, and ultimately the City if not used effectively. In this situation, the subject property has remained undeveloped for over twenty years and the approved PUD is in no small part a reason for that. From a planning perspective, removing the approved PUD from the property provides the flexibility needed for a piece such as this to be appropriately developed. This of course will be a positive for the landowner who can now sell the property, the buyer who can develop the property, and the city who will experience new development on a piece of property that has remained vacant for some time.

With this in mind, the Planning Department would recommend approval of this rezoning request that would remove the PUD requirements for the subject property.



Date Received: 11/19/2020
Case #: 411
REV# 9044-200
3100-124.20

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Precision Paint Worx, LLC Phone: 618-972-3513

Address: 1074 Armory Drive City: Osage Beach State MO Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

Kayla Voudrie (100%), 1074 Armory Drive, Osage Beach, MO 65065

2. Name of landowner's representative, if different from above: TNT Solutions LLC Phone: 573-693-2871

Address: 5315 Melody Lane City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? TNT Solutions LLC

Address: 5315 Melody Lane City: Osage Beach State MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): Parcel Number 08-5.0-16.0-000.0-001-033.000

Address: TBD Ozark Care Drive City: Osage Beach State MO Zip: 65065

Legal Description: Unlotted Area, Township 39N, Range 16W, Deedholder Johnson Meyer Fredrick LLC

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No

Explain all uses: Boat repair and refurbishment (Relocation of existing business currently located at 1074 Armory Drive
Lessor of other facilities to at least three ancillary boat repair and refurbishment businesses
such as, flooring, upholstery, sound systems, etc.

6. Area of property in square feet or acres: 5.6 acres - 243936 sq. ft.

7. Current zoning classification: PUD = Planned Unit Development

8. Sources of utilities: Water: City of Osage Beach Gas:

Sewer: City of Osage Beach Electric: Ameren

9. Proposed zoning classification: C1-Commercial

10. How long have you owned this property? Under an agreement of sale with several contingencies, including rezoning

11. Current use of property (describe all improvements): Vacant

12. Current use of all property adjacent to subject property: North: Vacant

South: Motels, Roofing Company East: Motel, Health Care Facility and
and vacant automobile lot. West: various retail

13. If zoning district or comparable use to that proposed adjoins or lies within vicinity of subject property, please describe the use and its location:

N/A

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? Note: Property was originally zoned C1-Commercial. ☐ Yes ☒ No

In 1999 it was rezoned PUD-Planned Unit Development
17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

Pending

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

The intended use of the property is very similar to that of surrounding properties and will have minimal impact.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

The property was originally zoned C1-Commercial, until 1999 when it was rezoned PUD-Planned Unit Development. The reason for the rezoning was to develop residential/assisted living/nursing home facilities. That plan never materialized and the property has remained vacant and on the market for two decades. All the surrounding properties are zoned C1-Commercial and this would place the property back inline with its highest and best use.

State of Missouri }
County of Camden } ss

I, Kayla Voudrie, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Kayla Voudrie
Signature Owner/Applicant:

11/20/2020
Date:

Subscribed and sworn to before me on this 20 day of November, 20 20

[Signature]
Notary Public:
6/24/2023
My Commission Expires:



DENNIS E PATTERSON
My Commission Expires
June 24, 2023
Camden County
Commission #19075587

Person Accepting this Application:

****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☐ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☐ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

Notary Information

State of Missouri }

ss

County of Camden

I, Wm. H. Johnson, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Wm. H. Johnson, mgr. JMF LIC
Signature Owner/Applicant:

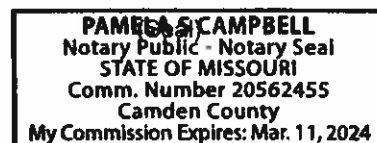
Date:

Subscribed and sworn to before me on this 30th day of NOVEMBER, 2020.

Camela A. Campbell
Notary Public:

My Commission Expires: 3-11-2024

Person Accepting this Application:



****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone - 573-302-0528 FAX

November 20, 2020



City of Osage Beach
Planning Department
1000 City Parkway
Osage Beach, MO 65065
RE: Rezoning Request for Precision Paint Worx, LLC

We are requesting the rezoning of the subject property (Parcel ID 08-5.0-16.0-000.0-001-033.000) located on Ozark Care Drive between Elite Roofing and Ozark Rehabilitation and Health Care Center (address TBD). The 5.6-acre property is currently vacant. We have the property under agreement of sale with various contingencies including this rezoning request.

We own and operate Precision Paint Worx currently located at 1074 Armory Drive in Osage Beach. We started the boat repair and refurbishment business in 2014 at this leased facility (6000 sq. ft). As our business has been successful, by 2019 we outgrew the original facility and leased a second (2400 sq ft) adjacent facility. Our business continues to expand, and we have once again reached the point of full capacity. Therefore, we have made the decision to purchase the subject property and construct a larger facility (at least 10,000 sq. ft.) that should meet our needs for the foreseeable future.

In addition to the relocation of our business, we intend to construct at least four additional facilities to be rented to ancillary boat repair businesses such as upholstery, flooring, acoustic systems, detailing, etc. There are inherent economies of scale to the co-location of boat repair and refurbishment facilities. These ancillary businesses are currently located in Lake Ozark, Camdenton, Sunrise Beach, and elsewhere. Therefore, in addition to allowing us to expand our own business, our proposal will bring at least four new businesses to the Osage Beach West Side. In the future, we plan to also construct and operate additional storage facilities.

The subject property was previously zoned C1 - Commercial and in 1999 was subsequently rezoned as a PUD - Planned Unit Development with the intention to construct a medical facility complex. The medical facility complex never materialized, and the property has remained vacant and for sale for nearly two decades. Our rezoning request simply reverts the zoning back to the original intent and status. This is logical given that each of the surrounding properties are currently zoned C1 - Commercial.

Given the properties unique nature and location, we believe that our intended purpose represents the property's highest and best use. We hope the Planning Commission agrees and grants our request.

Thank you for your consideration.

Respectfully,

Kayla Voudrie

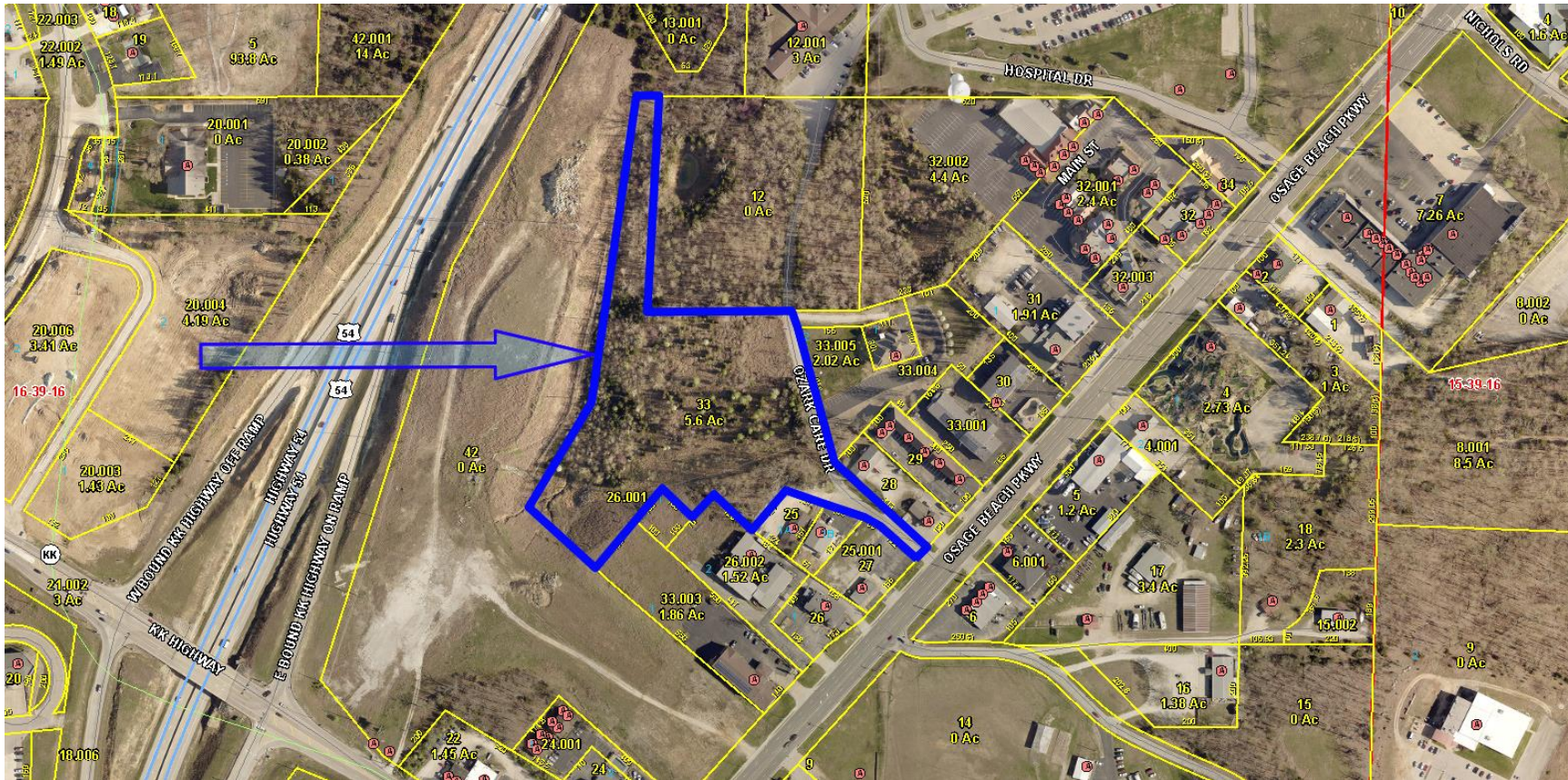
Owner - Precision Paint Worx, LLC

Les Voudrie

Operator - Precision Paint Worx, LLC

Enclosures:

- Rezoning/Special Use Permit Application
- List of Adjacent Property Owners
- Site Plan Sketch
- Survey/Legal Description



**Rezoning Case
411 Location Map**

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Cochran Engineering
Presenter: Jeana Woods, City Administrator
Date Submitted: December 22, 2020

Agenda Item:

Bill 21-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute the Missouri Highway and Transportation Commission Cost Share Agreement for Project No. J5S3508 the Extension of Osage Beach Parkway.
First and Second Reading

Requested Action:

First & Second Reading of Bill #21-01

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - Deadline for Acceptance is late January 2021.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-01 is in correct form.

City Administrator Comments:

FY2021 includes the Osage Beach Parkway extension to Executive Drive Project. The project is budgeted in FY2021 at \$400,000 expenditure with funding commitments (revenue) from the Osage Beach Special Road District (OBSRD) in the amount of \$200,000, in addition to the Missouri Highway and Transportation Commission Cost Share funding of not to exceed \$199,395, representing this agreement.

I recommend approval of this bill to accept the cost sharing funding.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION A COST SHARE PROGRAM TO FUND 50% OF ELIGIBLE PROJECT COST FOR THE EXTENSION OF OSAGE BEACH PARKWAY FROM THE CURRENT TERMINUS AT LAZY DAYS ROAD TO EXECUTIVE DRIVE, PROJECT #J5S3508 NOT TO EXCEED \$195,395.

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 City Administrator to execute on behalf of the City an agreement with Missouri Highway and Transportation Commission a Cost Share Program to fund 50% of eligible project costs for the extension of Osage Beach Parkway from the current terminus at Lazy Days Road to Executive Drive under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 3. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Ninety-Five Thousand Three Hundred Ninety-Five Dollars. (\$195,395.00)

Section 4. 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 5. 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. 21.01 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

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.01.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

"EXHIBIT A"

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 12/20 (MWH)

Osage Beach Parkway, Camden County
Project No. J5S3508
City of Osage Beach

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT**

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 24, 2020, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement; and

WHEREAS, the Entity is willing to provide the design, right of way acquisition and construction of the improvements subject to the terms and conditions herein; and

WHEREAS, the Commission and Entity are concurrently entering into a separate Road Relinquishment Agreement for portions of Osage Beach Parkway.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Commission in the cost of the Entity's project:

Extension of Osage Beach Parkway, Project No. J5S3508.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Osage Beach Parkway extension to Executive Drive, approximately 0.12 miles south of the current south termination point of Osage Beach Parkway near Lazy Days Road.

The general location of the project is shown on attachment marked "Exhibit A"

and incorporated herein by reference.

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

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

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

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

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

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity shall be responsible for all aspects of the project including design engineering, acquisition of right of way, relocation of utilities, letting the project, construction, and inspection of the project.

(B) The Entity shall follow the Commission's Local Public Agency (LPA) policy and procedures for all aspects of the project.

(C) The Entity shall provide preliminary and final design engineering for the preparation of detailed right-of-way and construction plans and project specifications. This includes coordination with all public and private utility owners within the project limits and relocation of utilities impacted by the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(D) The Entity shall acquire any additional right of way required for the project and in doing so agrees that it will comply with applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and

Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(E) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in the award. If the Entity awards the construction contract without concurrence, the Commission is under no obligation to continue participation in the cost of the project.

(F) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(G) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which will be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(H) The Commission will provide preliminary engineering review, right of way acquisition review, and construction engineering review of the project to ensure compliance with the Commission's policies and procedures.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total cost of the project is three hundred ninety-eight thousand seven hundred ninety dollars (\$398,790.00). The Cost Share eligible portion of the project only includes preliminary engineering, preliminary engineering review, project construction, construction engineering, and construction engineering review, estimated at three hundred ninety-eight thousand seven hundred ninety dollars (\$398,790.00). The details of the estimated cost breakdown are shown below and in "Exhibit B", which is incorporated herein and attached hereto.

(B) The Commission's share of the project will be fifty percent (50%) of the Cost Share eligible portion of the total project cost, not to exceed one hundred ninety-nine thousand three hundred ninety-five dollars (\$199,395.00). Of this amount,

the Commission will provide one hundred eighty-nine thousand three hundred ninety-five dollars (\$189,395.00) from the Commission's Cost Share program, with twenty-one thousand three hundred and eighty-two dollars (\$21,382.00) available in State Fiscal Year 2021 and one hundred sixty-eight thousand and thirteen dollars (\$168,013.00) available in State Fiscal Year 2022, and preliminary and construction engineering review services by its Central District personnel estimated to total ten thousand dollars (\$10,000.00).

(C) The Entity shall be responsible for fifty percent (50%) of the Cost Share eligible portion of the project cost, currently estimated at one hundred ninety-nine thousand three hundred ninety-five dollars (\$199,395.000). The Entity shall be responsible for the balance of the total project cost in excess of three hundred ninety-eight thousand seven hundred ninety dollars (\$398,790.00).

(D) The Entity shall be responsible for all project cost overruns. Underruns on the Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

(E) The Entity may request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after July 1, 2021, the beginning of State Fiscal Year 2022.

(10) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission unless otherwise agreed by the parties in a separate Road Relinquishment agreement.

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

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever unless otherwise agreed by the parties in a separate Road Relinquishment agreement. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or other improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that

they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

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

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

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

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

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
 Attn: Machele Watkins
 1511 Missouri BLVD, PO Box 718
 Jefferson City, MO 65102
 Email: machele.watkins@modot.mo.gov

Entity to: City of Osage Beach
Attn: Jeana Woods
City Administrator
1000 City Parkway
Osage Beach, MO 65065
Email: jwoods@osagebeach.org

or to such other place as the parties may designate in accordance with this Agreement.

(21) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(23) ROAD RELINQUISHMENT: The Commission and Entity agree to enter into a separate Road Relinquishment Agreement following the Entity's completion of this project, Extension of Osage Beach Parkway, Project No. J5S3508. The purpose of the separate agreement is to transfer and clarify ownership and maintenance responsibilities for specific roads and portions of this project.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page*

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

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

Title _____

By _____
Title City Administrator

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit A - Location of Project
City of Osage Beach
Osage Beach Parkway Extension to Executive Drive

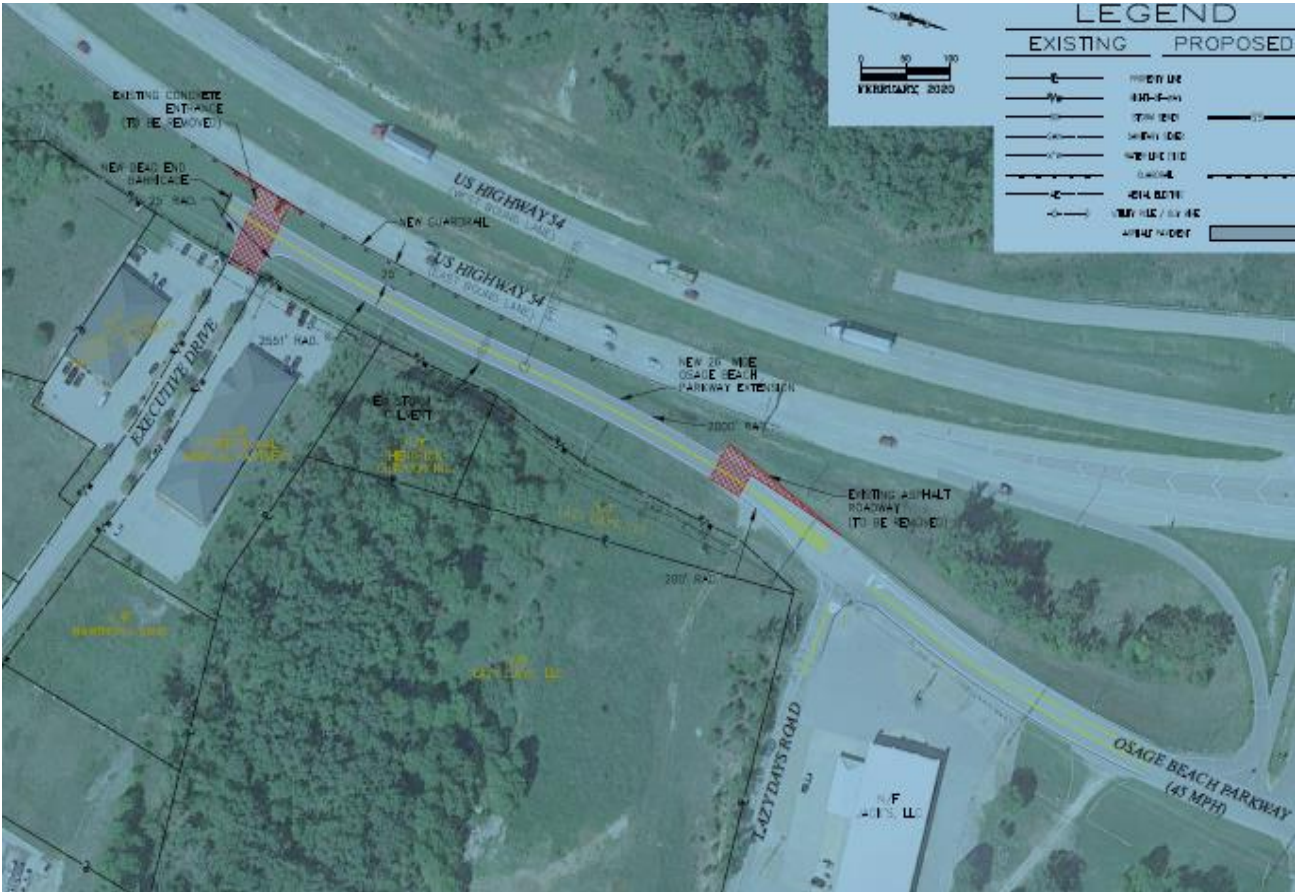


Exhibit B

Project Name: Osage Beach Parkway Extension
MoDOT Project Number: J5S3508
Description: Osage Beach Parkway Extension to Executive Drive
Total Project Cost Estimate: \$398,790.00
Local Entity: City of Osage Beach

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$42,763.00	\$42,763.00
Preliminary Engineering Review (MoDOT)	\$5,000.00	\$5,000.00
Right of Way Acquisition (including easements)	\$0	Not Cost Share Eligible
Right of Way Review (MoDOT)	\$0	Not Cost Share Eligible
Utilities	\$0	Not Cost Share Eligible
Construction	\$314,694.00	\$314,694.00
Construction Engineering	\$31,333.00	\$31,333.00
Construction Engineering Review (MoDOT)	\$5,000.00	\$5,000.00
Total	\$398,790.00	\$398,790.00

Project Responsibilities:

Design	City of Osage Beach
Right of Way Acquisition	City of Osage Beach
Utilities	City of Osage Beach
Letting	City of Osage Beach
Construction	City of Osage Beach
Inspection	City of Osage Beach

Financial Responsibilities:

MoDOT Central District Funds	\$10,000.00	50%
Commission Cost Share Funds	\$189,395.00	
City Funds	\$199,395.00	
Total:	\$398,790.00	100%

How are overruns and underruns handled?

All overruns are to be the responsibility of the Entity.

All underruns are to be returned to the Commission and Entity on a pro-rata share.

Certificate Of Completion

Envelope Id: AA97929FA1574B93B4479433B2FA6467	Status: Sent
Subject: Please DocuSign: 2020-10-59954.pdf Executive Drive Cost Share Agreement	
Source Envelope:	
Document Pages: 10	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ryan Libbert
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Drive
	Suite 100
	Reston, VA 20190
	Ryan.Libbert@modot.mo.gov
	IP Address: 168.166.80.221

Record Tracking

Status: Original	Holder: Ryan Libbert	Location: DocuSign
12/18/2020 8:35:57 AM	Ryan.Libbert@modot.mo.gov	

Signer Events

Signature	Timestamp
Jeana Woods	Sent: 12/18/2020 9:53:43 AM
jwoods@osagebeach.org	Viewed: 12/18/2020 2:04:30 PM
City Administrator	
Security Level: Email, Account Authentication (Optional), Access Code	
Electronic Record and Signature Disclosure:	
Accepted: 12/18/2020 2:04:30 PM	
ID: 3cdce3d4-39d6-4e5f-89f8-12a75241b268	

Megan Waters-Hamblin
megan.waters-hamblin@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Eric Schroeter
eric.schroeter@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pamela Harlan
Pamela.Harlan@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Dana Kaiser Dana.Kaiser@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Jorgensen Jennifer.Jorgensen@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Schulte jennifer.schulte@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2020 9:53:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Cochran Engineering
Presenter: Jeana Woods, City Administrator
Date Submitted: December 23, 2020

Agenda Item:

Bill 21-03 An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Change Order for modifications to Construction Contract OB20-013 LS Rehab and Force Main Improvements with RC Contracting LLC. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-03

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - work is in progress

Budgeted Item:

Yes - Carry over from FY2020 Budget

Budget Line Item/Title: 35-00-773114 Lift Station Improvements

FY21 Budgeted Amount:	\$ 500,000
Expenditures to Date (1/1/2021):	(\$ 0)
Available:	\$ 500,000
Requested Amount:	\$ 3,289

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-03 is in correct form.

City Administrator Comments:

Contract OB20-013 LS Rehab and Force Main Improvements was approved by the Board in October 2020 for a not to exceed \$119,000, awarded to RC Contracting LLC. This will be a carryover into FY2021. This was budgeted for FY2020, but work will be completed in FY2021.

Per Ameren Missouri's request, an addition was necessary regarding the disconnects for both stations outlined in the contract, increasing the cost \$3,289.

This modification amends the contract to a not to exceed of \$122,289 (rounded up to the nearest dollar).

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER WITH RC CONTRACTING, LLC, FOR MODIFICATIONS TO CONSTRUCTION CONTRACT OB20-013 REHAB AND FORCE MAIN IMPROVEMENTS

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

Section 1. The Board of Aldermen hereby authorizes the City Administrator to execute on behalf of the City a Change Order for modifications to Construction Contract OB20-013 Rehab and Force Main Improvements under substantially the same or similar terms and conditions as set forth in “Exhibit A”

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed amount of Three Thousand, Two Hundred Eighty-Nine Dollars (\$3,289.00) for the total contract amount of One Hundred Twenty-Two Thousand, Two Hundred Eighty-Nine Dollars (\$122,289.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.03 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.03.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
1000 City Parkway · Osage Beach, MO 65065
Phone (573) 302-2000 · Fax (573) 302-2039 · www.OsageBeach.org

CHANGE ORDER NO.1

January 4, 2021

RC Contracting LLC
29566 Inspiration Point
Rocky Mount, MO 65072

Reference: Construction Contract OB20-013
LS Rehab and Force Main Improvements

Dear Mr. Combs:

In accordance with Article 9 of the General Conditions – Changes in the Work of your Construction Contract No. OB20-013 LS Rehab and Force Main Improvements you are hereby directed to perform the following change and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

1. Finish and install 200A NF 3R 600V disconnect and material, per Ameren Missouri's request, at both locations; LS 27-4 and LS 62-2.
2. Furnish and install (2) 6"x4" ductile iron reducers.
3. Increase the contract time by 30 calendar days. Total contract time increase from 45 calendar days to 75 calendar days. The revised Contract Completion Date is hereby moved from December 18, 2010 to January 17, 2021.

Compensation for the work performed shall be in accordance with the Revised Contract Bid Schedule herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$ 119,000
Change Order No.1	INCREASE	<u>\$ 3,289</u>
Revised Contract Amount		\$ 122,289

Sincerely,

Jeana L. Woods, CPA, ICMA-CM
City Administrator

RC Contracting LLC., Inc. hereby accepts the terms and conditions of Change Order No.1.

RC Contracting LLC

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Tim Taylor, Patrol Lieutenant
Presenter: Todd Davis, Police Chief
Date Submitted: December 23, 2020

Agenda Item:

Motion to approve the purchase of two (2) 2021 Ford Police Interceptor Utility Vehicles AWD from Joe Machens Ford Lincoln in an amount not to exceed \$73,514.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 10 14-774265 Vehicles

FY21 Budgeted Amount:	\$ 86613.00
Expenditures to Date (01/01/2021):	(\$ 0.00)
Available:	\$ 0.00
Requested Amount:	\$ 73514.00

Department Comments and Recommendation:

The purchase of two (2) 2021 Ford Police Interceptor Utility AWD vehicles off of the State of Missouri contract, # CC210416003 at a price of \$36,757.00 each after options/deletions (add 66C rear lighting solutions, add 66A front headlamp lighting solutions, add 63L rear quarter glass-side marker LED) (delete F6 rear cloth seat, delete 65L wheel covers full face wheel cover) for a total price of \$73,514.00

City Attorney Comments:**City Administrator Comments:**

I concur with the department's recommendation.

PATROL VEHICLES – MODEL YEAR 2021
(Statewide)

Contract Number: CC210416003

Contractor: Joe Machens Ford Lincoln

Line Item 25

UNSPSC Code: 25101702

MAKE/MODEL: 2021 Ford Police Interceptor Utility AWD

EQUIPMENT INCLUDED IN PRICE

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler

ALL WHEEL DRIVE

WHEEL COVERS: Manufacturers full wheel covers required

REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS

OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required

FRONT SEATS: No center console

REAR SEAT: Heavy duty cloth fabric rear bench seat

FLOOR COVERING: Full carpeting, first and second rows

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, LED spotlight installed

POLICE POWER PIGTAIL: Power pigtail harness required

WIRING: Pre-wiring for grill LED lamp, siren and speaker

COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened

AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area

POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights

TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.

NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required

GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate

REVERSE SENSING: Reverse sensing system required

POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use

UNDERBODY DEFLECTOR PLATE: Engine and transmission shield

OBD-II SPLIT CONNECTOR: Allows up to two devices to be connected to the vehicle OBD-II Port

TRAILER TOW: Class III Trailer Tow Lighting Package(4-pin and 7-pin connectors and wiring)

COLORS:

Standard production solid color exterior and standard interior trim



City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Cochran Engineering
Presenter: Jeana Woods, City Administrator
Date Submitted: December 29, 2020

Agenda Item:

Motion to apply for grant funding through MoDOT's Rural Statewide Transportation Alternatives Program (TAP) funding program to fund a connective Osage Beach Parkway Sidewalk project.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Applications are due no later than Friday, January 29, 2021.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

The MoDOT Rural Statewide Transportation Alternatives Program (TAP funding program) is now open for applications for select forms of transportation projects, including sidewalks.

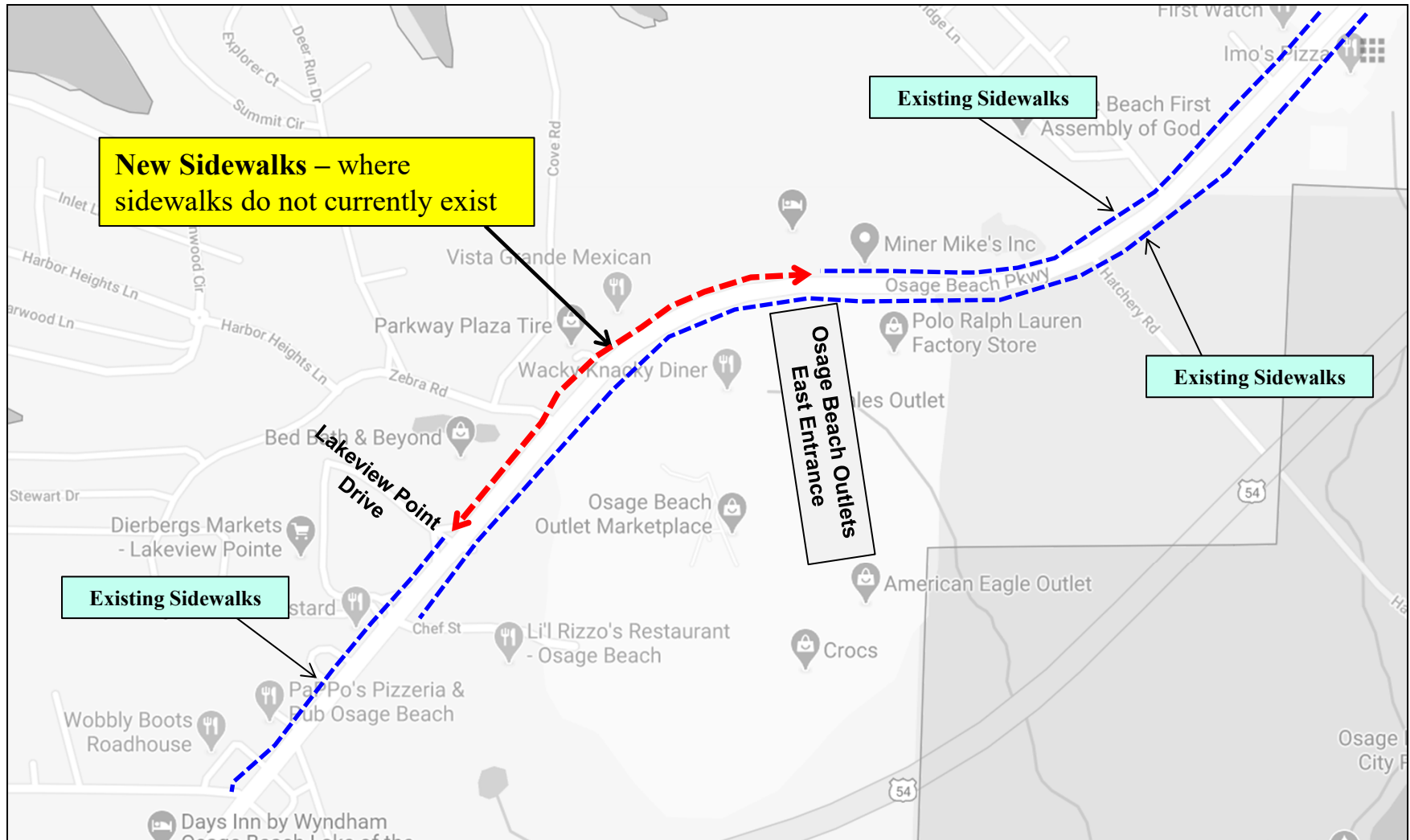
The City has benefited from this program funding in the past, specifically on the sidewalk projects on the Osage Beach Parkway. Awarded projects can be funded with a maximum 80% federal funds, requiring a minimum of 20% local match.

Staff would recommend taking advantage of the program by applying for the construction portion of a connecting sidewalk on the Osage Beach Parkway. Project cost estimates and map are enclosed. Total project engineering and construction is estimated at \$361,054; granting fund request (Federal \$) would be \$244,122, estimated out of pocket City cost (local match) is estimated at 119,932. This project is not a budgeted FY2021 project, but funding can be available with unrestricted Transportation Fund monies if the project is awarded grant funds. The application is due January 29, 2021, with expected award notifications from the State in late March 2021.

City of Osage Beach – Vicinity Map

TAP Project:

- East Osage Beach Parkway –
Lakeview Point Drive (Dierbergs) to Intersection at Osage Beach Outlets East Entrance



Project Cost Estimate - TAP Grant Application

Application Due - January 29, 2021

City of Osage Beach - East Osage Beach Sidewalks

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Removal of Improvements	LS	1	24,000.00	\$24,000.00
2	Linear Grading	STA	15	1,500.00	\$22,500.00
3	ADA Compliant Sidewalks	SF	9,000	6.00	\$54,000.00
4	Concrete Curb and Gutter	LF	400	28.00	\$11,200.00
5	Concrete Entrances	SF	6,000	8.50	\$51,000.00
6	Pedestrian Signal Upgrades	LS	1	15,000.00	\$15,000.00
7	Retaining Wall	SF	1,200	22.00	\$26,400.00
8	Guard Rail Relocation	LF	550	25.00	\$13,750.00
9	Restoration	LS	1	10,000.00	\$10,000.00
10	Construction Mobilization	LS	1	25,000.00	\$25,000.00
11	Construction Traffic Control	LS	1	12,500.00	\$12,500.00
Project Notes: 1. Project length equals approx. 0.3 miles 2. Lakeview Point Dr. to Osage Beach Outlets (east entrance)			Construction Sub-Total		\$265,350
			15% Contingency		\$39,803
			Construction Total =		\$305,153
			Federal Share @ 80% =		\$244,122
			Local Share @ 20% =		\$61,031
			Cochran Application Fee =		\$2,500
			Cochran Surveying/Engineering/Bidding Fee =		\$30,515
			Cochran Construction Engineering =		\$22,886
City Expenditure (20% Share + Application Fee + Engineering)					\$116,932

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: December 28, 2020

Agenda Item:

Motion to approve the rebuild of a 98 HP pump for Station 29-5 off of Passover Rd through JCI in an amount not to exceed \$15,959.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - The repair of this pump will take 11 to 13 weeks. We would like get JCI started on this rebuild as soon as possible.

Budgeted Item:

Yes

Budget Line Item/Title: 35-00-743500 Pump Repair

FY21 Budgeted Amount:	\$100,000
Expenditures to Date (01/01/2021):	(\$ 0.00)

Available: \$100,000

Requested Amount: \$15,959.00

Department Comments and Recommendation:

In September 2020 2 of the 3 sewer pumps in Lift station 29-5 off of Passover Rd were found to be in disrepair and would need to be rebuild. We replaced one in November 2020 with a band new pump which brought us to 2 working pumps in this station. The two that needed to be rebuild were sent to JCI for assessment. One was found to be beyond repair and will be scrapped. The quote to replace the other is attached. Once this pump is repaired and installed station 29-5 will be back to full operational capacity.

35-00-743500 Pump Repair = \$15,959.00

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Saturday, December 5, 2020

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

Phone: 573-302-2020

Attention: Mike Welty

Subject: ABS AFP 1002 ME 630-451.60FM PUMP REPAIR

Quotation #: 0755102824J_B
Please refer to this number when ordering

Mike Welty:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Jonathan Burri

Jonathan Burri
Service Engineer
JCI Industries, Inc.

Ben Reinkemeyer

Ben Reinkemeyer
Sales Engineer
JCI Industries, Inc.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Saturday, December 5, 2020

Quote #: 0755102824J_B

Item	Description	Qty	Subtotal
1.00	ABS AFP 1002 S/N A2J45T7D583 M1A2 Initial Inspection: • Photographed, tagged, and documented equipment's arrival • Visually inspected all components • Checked for damaged leads (Failed) • Megged winding for resistance measurement (Failed) • Disassembled and photographed components • Measured and documented all fits (Failed) • Winding is blown • Cables are cut • Impeller is worn and pitted • Product in coolant • Lower seal failure caused pump to fail	1	\$15,959.00
	Work Scope: • Clean and blast parts as needed • Replace both power cables with new 45 foot cables • Replace control cables with new 49 foot cables • Coat impeller with titanium putty • Hand dress impeller • Steam clean and bake rotor assembly • Setup rotor check TIR and straighten as needed to run within 0.002" TIR • Balance rotor only to ISO 1940/1 G2.5 for 1800 RPM • Mount impeller on rotor • Balance rotating assembly to ISO 1940/1 G2.5 for 1800 RPM • Use stator from previous job that was not repaired on JCI Job # 5054974 • Steam clean and bake stator • Hipot and Surge test stator windings		

Item	Description	Qty	Subtotal
	• Replace all seals, gaskets and O-rings • Replace all bearings and mechanical seals • Assemble pump complete • Test run and document voltage and amperage • Prime and paint with industrial grey enamel • Tag unit and prepare for transport		
Subtotal			\$15,959.00
Total			\$15,959.00

Terms & Conditions	
Lead Time 11-13 Weeks After Receiving Order	Payment Terms Net 20
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	This Quotation is valid for 30 days.



STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 7, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: December 28, 2020

Agenda Item:

Motion to approve the purchase of Sewer Inventory replacement items for 2021 from Municipal Equipment in an amount not to exceed \$289,755.49 plus shipping costs.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We would like to get these items order as soon as possible as we are low on inventory in several categories.

Budgeted Item:

Yes

Budget Line Item/Title: 35-00-743300 Repair of System

FY21 Budgeted Amount:	\$425,000
Expenditures to Date (01/01/2021):	(\$0.00)

Available:	\$425,000
Requested Amount:	\$289,755.49

Department Comments and Recommendation:

The attached document titled, 2021 Municipal Equipment Inventory Replacement for Osage Beach, lists the details for the items the Sewer Department would like to purchase (see the totals highlighted in yellow).

Electrical Parts = \$34,782.86 (Shipping not included)
 Electrical Panels = \$49,971.00 (Includes Shipping)
 Pump Repair Kits = \$81,427.30 (Shipping not included)
 Sewer Pumps = \$92,766.50 (Includes Shipping)

Additionally, we are asking to purchase 3 more lift station pumps as I continue to try and to get the City's bigger stations back to full operating capacity. See the highlighted items on the document labeled, Lift Station Inventory, for the details.

Lift Station Pumps = \$30,807.83

Total Cost = \$289,755.49 (Some shipping costs are not included)

35-00-743300 Repair to System

I recommend approval

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

2021 Municipal Equipment Inventory Replacement for Osage Beach

PW Code	Name	Quantity	Unit Cost*	Value
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Electrical Parts and Panels

10264	SE : TAPE 3/4 X 66 RED ELECTRICAL	20	\$4.05	\$81.00
10265	SE : CAPACITOR RUN/60 MFD/RATED AT 70C	50	\$12.44	\$622.00
10266	SE : TAPE 3/4 X 66 WHITE ELECTRICAL	20	\$4.05	\$81.00
10267	SE : TAPE 3/4 X 66 GREEN ELECTRICAL	20	\$4.05	\$81.00
10272	SE : CAPACITOR START-161to 193 MFD / 330 volt	50	\$9.71	\$485.50
10273	SE : CAPACITOR START/216 TO 259 MFD/330	50	\$12.54	\$627.00
10275	SE : RELAY 4 PRONG POTENTIAL 3271621	75	\$72.21	\$5,415.75
10276	SE : RELAY 3 PRONG POTENTIAL V37-00471	75	\$67.35	\$5,051.25
10287	SE : CONTACTOR- A-16-30-10	30	\$78.33	\$2,349.90
10288	SE : CONTACTOR- A-30-30-10	21	\$193.70	\$4,067.70
10289	SE : CONTACTOR-A-50-30-11	23	\$253.51	\$5,830.73
10290	SE : ALTERNATIN RELAY GRINDER STATION A	50	\$65.11	\$3,255.50
10297	SE : CAPACITOR RUN/20 MFD/RATED AT 70C	50	\$6.54	\$327.00
10298	SE : CAPACITOR RUN/80 MFD/RATED AT 85C	50	\$18.56	\$928.00
10299	SE : CAPACITOR START/270 TO 324 MFD/330	50	\$12.98	\$649.00
10304	SE : SMALL FLOAT-NO-40 LEAD	100	\$24.81	\$2,481.00
10305	SE : TAPE 3/4 X 66 BLACK ELECTRICAL	20	\$4.05	\$81.00
10307	SE : OVERLOAD : TA25DU-14	17	\$83.27	\$1,415.59
10309	SE : OVERLOADS : TA25DU-32	7	\$91.07	\$637.49
10314	SE : 2 EXPLOSION PROOF TEE	5	\$63.09	\$315.45

\$34,782.86

no #	SM : 3.5 HP SIMPLEX PANEL 500738-172	5	\$2,124.85	\$10,624.25	includes freight
no #	SM : 3.5 HP DUPLEX PANEL 500738-175	5	\$3,282.20	\$16,411.00	includes freight
10348	SM : 6 HP SIMPLEX PANEL 500738-188	5	\$2,337.00	\$11,685.00	include freight
10350	SM : 6 HP DUPLEX PANEL 500738-183	3	\$3,750.25	\$11,250.75	includes freight

\$49,971.00

Pump Repair Kits

10835	S20 Repair Kit 61705038	49	\$175.11	\$8,580.39
10836	S20 Stator 65005339	50	\$180.76	\$9,038.00
10837	S20 Hydraulic Kit 61705710	46	\$411.40	\$18,924.40
10838	S26 Repair Kit 61705040	13	\$209.94	\$2,729.22
10839	S26 Stator 65005344	17	\$483.41	\$8,217.97
10840	S26 Hydraulic Kit 61705722	13	\$431.98	\$5,615.74
10841	PE45 Repair Kit 61705079	14	\$268.37	\$3,757.18
10842	PE45 Stator 65005999	15	\$1,181.04	\$17,715.60
10843	PE45 Hydraulic Kit 61705790	16	\$428.05	\$6,848.80

\$81,427.30

Sewer Materials

10779	SP: 1 1/4 Pressure Hub BOC125SS	10	\$83.00	\$830.00
10780	SP: 1 1/2 Pressure Hub BOC150SS	5	\$86.00	\$430.00
10825	SP: 1 1/4 Grinder Profile Gasket 43070179	200	\$12.36	\$2,472.00
10826	SP: 1 1/4 Grinder Check Ball 44270051	100	\$19.33	\$1,933.00

\$5,665.00**Sewer Materials Stainless Steel**

10418	SS : 1 1/4 Tee 304 Stainless	4	\$19.85	\$79.40
10419	SS : 1 1/4 90 304 Stainless	7	\$12.97	\$90.79
10420	SS : 2 Tee 304 Stainless	7	\$31.03	\$217.21
10422	SS : 1 1/4 union 304 Stainless	4	\$33.89	\$135.56
10423	SS : 2 Union 304 Stainless	5	\$45.86	\$229.30
10424	SS : 1 1/2x1 1/4 Bushing 304 Stainless	4	\$11.70	\$46.80
10425	SS : 2x1 1/4 Bushing 304 Stainless	11	\$16.60	\$182.60
10436	SS : 2 x2 Nipple 304 Stainless	3	\$8.93	\$26.79
10437	SS : 2 x2 2 1/2 Nipple 304 Stainless	12	\$10.27	\$123.24
10438	SS : 2 x 3 Nipple 304 Stainless	13	\$11.87	\$154.31
10439	SS : 2 x 3 1/2 Nipple 304 Stainless	11	\$13.69	\$150.59
10440	SS : 2 x 4 Nipple 304 Stainless	10	\$15.51	\$155.10
10442	SS : 2 x 5 Nipple 304 Stainless	2	\$19.16	\$38.32
10443	SS : 2 x 5 1/2 Nipple 304 Stainless	2	\$20.97	\$41.94
10444	SS : 2 x 6 Nipple 304 Stainless	2	\$22.80	\$45.60

\$1,717.55**Sewer Pumps**

S20/2W 2 Hp Pump	20	\$1,468.50	\$29,370.00	includes freight
PE45/2W 6 HP Pump	10	\$4,464.20	\$44,642.00	includes freight
PE80/2 10.7 HP Pump	3	\$6,251.50	\$18,754.50	includes freight

\$92,766.50

Lift Station Pump Inventory

CAN #	SIZE	LOCATION	Pumps In Station	Pumps Missing/Bad	COMMENTS	Replacement Cost
KK1	Dup 10hp	QUAIL-GENERATOR	2	0		
56-4	Dup 10.7hp	NICHOLS VIEW SUB	2	0		
53-1	3@85HP	1161 NORMANDY	3	0		
52-16	2@30.8HP	CASE	2	0		
292	2@13.5	LINKS RD 480V	2	0		
54N-1	2@20HP	DUMAR PLAZA-OB PKWY	2	0		
54-3	3@60HP	HWY 54 ROCKWAY MOTEL	3	0		
54-07	4@200HP	HWY 54 OLD SANDS MOTEL	2	2	One Purchased/One being Rebuilt	
54-08-67	2@15HP	HWY 54 HAWKS NEST	2	0		
54-09-67	2@15HP	HAWKS NEST CONDOS	1	1 bad	Approved 11/05/19 8,633.87	
56-10-62	2@25HP	BEHIND HOSPITAL	2	0		
54-11-63	2@15HP	1083 OZARK CARE DR	2	0		
54-12	2@30HP	OLD LEES TIRE-6164 OB PKWY	2	0		
54-17-63	2@10HP	5863 OB PKWY-MAIN STREET	1	1 bad	Approved 11/05/19 8,109.62	
54-18-67	2@10HP	BRASS DOOR-FORRESTER RD	2	0		
62-2	2@39HP	HAWTHORN AND CHEROKEE	2	0		
62-3	2@25HP	843 LAZY DAYS(ACROSS FROM)	1	1 bad	Approved 11/05/19 13,932.62	
KK-4-9	2@20HP	WINDGATE BLDG-494 TAN TAR A	2	0		
KK-6-12	2@25HP	455 WALKERS CAY- TAN TAR A	2	0		
KK-13-51	2@20HP	TROUTWINE-1218 HWY KK	2	0		
KK-37	3@25HP	HWY KK	3	0		
KK-114	3@50HP	KK AND ST MORITZ	3	0		
57-01	2@20HP	GOLFVIEW & PHEASANT	2	0		
57-02	2@70hp	THREE SEASONS & MOCKINGBIRD	2	0		
56-1	2@8HP	NICHOLS & ALONA	2	0		
56-2	2@25HP	HERON BAY LR 56	1	1 bad	Approved 11/05/19 13,330.37	
56-3	2@8HP	LR 56 DOGWOOD LANE	1	1 missing	Approved 11/05/19 8,109.62	
56-4	2@10.7HP	NICHOLS VIEW SUBDIVISION	2	0		
49-1	2@20HP	806 MALIBU	2	0		
49-2	2@24HP	END OF MALIBU ON LEFT	2	0		
40-1	2@17HP	NEXT TO 5088 AQUA	2	0		
37-1	2@17.4HP	JEFFRIES RD	2	0		
37-2	2@10HP	LAKEWOOD	2	0		
37-3	2@15HP	1184 JEFFRIES THE HAMPTONS	2	0		
30-1	2@28HP	PASSOVER & REDBUD	1	1 missing	Pump will be replaced in 2021	\$8,522.45
30-5-48	2@10HP	LANDSEND NEXT TO LAKE	2	0		
30-06-48	1@39,1@27	1091 REDBUD	2	0		
29-1	3@40HP	PASSOVER & WYRICK	3	0		
29-2	2@15HP	LR 29 WINDJAMMER	2	1 bad	Approved 11/05/19 8,633.87	
29-4	2@20HP	LR 29 OSAGE BEACH HEALTH CARE CTR	2	0		

29-5	3@98HP	BEHIND CHURCH OFF PASSOVER	2	1 bad/1 missing	One Purchased/One being Rebuild	
27-01	2@15HP	4530 COVE RD	2	0		
27-02	2@10HP	4571 DEER RUN RD	2	0		
27-4	2@20HP	4645 HARBOR HGHTS DR	2	0		
27-5	1@16.8	LR 27 WAMACA OAKS	1	0		
27-6	2@10.7	4815 STEWART	1	1 missing	Replacement pump in shop	
24-1	2@20HP	1184 OSAGE BEACH RD	2	0		
24-02-17	2@15HP	CORNER OF HILLSIDE & LAKESHORE	2	0		
24-3	2@10HP	4504 FAIRLAND	2	0		
22-1	2@20HP	LR 22 HUFF "N" PUFF DR	1	1 missing	Pump will be replaced in 2021	
22-2	2@10HP	CORNER OF BONNARD AND SKI	2	0		
22-3	2@39HP	LR 22 SUNSET DR	2	0		
22-4	3@39HP	CORNER OF BLUFF AND SKI	2	1 missing	Pump will be replaced in 2021	\$13,041.83
22-5	2@17HP	CORNER OF HAMROCK & CASTLE	1	1 missing	Approved 11/05/19 12,463.37	
Lift 10-1	2@12HP	MACE RD & HOLIDAY SHORES	2	0		
Lift 10-2	2@20HP	HOLIDAY AND RACHEL	2	0		
Lift 10-3	2@10HP	1130 RACHEL-EAGLE BAY CONDOS	2	0		
Lift 10-4	2@39HP	LR 10 INDIAN POINTE CONDOS	1	1 missing	Approved 11/05/19 25,445.12	
D-15-54	2@4HP	COLLEGE	1	1 missing	Pump will be replaced in 2021	\$9,243.55
					Total:	\$30,807.83

Note: Replacement costs do not include shipping

QUOTE

Mr. Mike Welty
City of Osage Beach, MO

December 16, 2020

RE: 30-01 Replacement Pump

Dear Mike,

Following are prices for the requested replacement pump:

One (1) ABS/Sulzer model XFP100E CB1.2 PE105/4 submersible pump with a 4" discharge connection and a 14 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable

One (1) Non witnessed hydraulic and vibration test

PRICE.....\$7,272.45

One (1) Service – installation supervision and start up of pump

PRICE.....\$1,250.00

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above include installation supervision and startup as shown above
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.

QUOTE

Mr. Mike Welty
City of Osage Beach, MO

December 16, 2020

RE: 22-4 Corner of Bluff & Ski Replacement Pump

Dear Mike,

Following are prices for the requested replacement pump:

Duty Point 380 GPM @ 116'

One (1) ABS/Sulzer model XFP101G CB1.4 PE185/2 submersible pump with a 4" discharge connection and a 25 horsepower, 3450 RPM, 460 volt, three phase motor and 49' of power/control cable

One (1) Non witnessed hydraulic and vibration test

PRICE.....\$11,791.83

One (1) Service – installation supervision and start up of pump

PRICE.....\$1,250.00

One (1) 4" x 6" adapter to fit the existing 6" guide rail assembly - City has this

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above include installation supervision and startup as shown above
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

QUOTE

Mr. Mike Welty
City of Osage Beach, MO

December 16, 2020

RE: 15-54 College Replacement Pump

Dear Mike,

Following are prices for the requested replacement pump:

Duty Point 52 GPM @ 34'

One (1) ABS/Sulzer model PE45/2 submersible grinder pump with a 6.7 horsepower, 3450 RPM, 460 volt, three phase motor and 32' of power/control cable

One (1) 6" x 1 1/4" adapter plate to utilize the existing 6" guide rail

One (1) Lot profile gaskets and stainless steel hardware

Two (2) CA462 seal fail and thermal relays

PRICE.....\$7,993.55

One (1) Service – installation supervision, installation of CA462 relays and start up of pump

PRICE.....\$1,250.00

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above include installation supervision and startup as shown above
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date