

NOTICE OF MEETING AND AMENDED 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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

April 20, 2023 - 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

PROCLAMATIONS

- A. Proclamation authorizing the Mayor
National Small Business Week - April 30- May 6, 2023

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 April 6, 2023
- ▶ Bills List - April 20, 2023

UNFINISHED BUSINESS

- A. Bill 23-22 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I, Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations *Second Reading*
- B. Bill 23-25 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures and Revenue related to Grants received. *Second Reading*

NEW BUSINESS

- A. Motion to approve certification of election results from the April 2023 General Municipal Election
- B. Oath of Office - Elected Officials; upon Certification of Election results.
- C. Motion to elect President of the Board of Aldermen
- D. Public Hearing - Beach Drive (TDD) Transportation Development District
- E. Public Hearing - Marijuana Proposed Ordinance Modifications
- F. Discussion - Marijuana Proposed Ordinance Modifications
- G. Bill 23-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 25-year agreement with the Missouri Department of Conservation to assist the City with the management and maintenance of the City Park Pond. *First Reading*
- H. Bill 23-27 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 3 year Janitorial Services contract with Lake Clean Queens LLC for an amount not to exceed \$68,000. *First Reading*
- I. Bill 23-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a new Master Services agreement with LOR Engineering, LLC d/b/a Cochran. *First Reading*

- J. Bill 23-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a On Call Engineering Services agreement with R Miller Companies LLC. *First Reading and Second Reading*
- K. Bill 23-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a On Call Engineering Services Agreement with Horner and Shifrin, Inc. *First and Second Reading*
- L. Bill 23-31 - An ordinance of the City of Osage Beach, Missouri, Amending Chapter 115 Employees And Officers And Chapter 200 Police Department, Article I In General Sections; 115.010 Definitions, 115.060 Salaries, 115.120 Removal Of Officer, Article I City Administrator Section; 115.160 Appointment, Article Ii City Clerk Section; 115.200 Appointment, Article V City Treasurer, Section; 115.260 Appointment, Article Vi City Attorney, Sections; 115.300 Appointment, 115.330 Duties, Section Vii City Prosecutor, Section; 115.350 Appointment, Article Viii Public Works Operations Manager, Section; 115.390 Appointment, Article Ix Evaluation Of Certain Appointed Officials, Section 115.410 Evaluation Of Certain Appointed Officials, Article Ii Police Chief Sections; 200.030 Appointment, Section 200.040 Powers And Duties Of Police Chief Of The City Code For Various Purposes As Set Forth. *First Reading*
- M. Bill 23-32 - An ordinance of the City of Osage Beach, Missouri, Creating New Sections in Chapter 115 Employees and Officers, Article X City Planner and Article XI Building Official of the City Code for various purposes as set forth. *First Reading*
- N. Bill 23-33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 500 Building Codes And Building Regulations, Sections 500.020, 2018 International Building Code - Amendments, Subsection 103.2, Section 500.27 - 2018 International Existing Building Code Amendments, Subsection 103.2, Section 500.260 Purposes Of The City Code For Various Purposes As Set Forth. *First Reading*
- O. Bill 23-34 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 400 Planning and Development Sections 400.030, Officers - Meetings - Records, Section 400.045 Zoning Officer, Section 405.710 Zoning Administrator of the City Code for Various Purposes as Set Forth. *First Reading*
- P. Motion to approve the appointment of Cole Bradbury as City Attorney for the City of Osage Beach effective April 21, 2023.

STAFF COMMUNICATIONS

- A. Department Update List - As of April 14, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

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.



National Small Business Week Proclamation
April 30 – May 6, 2023

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs: and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the City of Osage Beach, Missouri supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Michael Harmison, Mayor of Osage Beach, do hereby proclaim April 30 through May 6, 2023 as

NATIONAL SMALL BUSINESS WEEK

In Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 20th day of April 2023.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

**CITY OF OSAGE BEACH
BILLS LIST
April 20, 2023**

Bills Paid Prior to Board Meeting	\$	415,233.35
Payroll Paid Prior to Board Meeting	\$	136,452.14
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Osage Beach Commons	\$	-
TIF Transfer Dierbergs	\$	-
Bills Pending Board Approval	\$	155,568.55
Total Expenses	\$	707,254.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	88.00
			ADJUST PAYROLL DEDUCTIONS	8.00
			Dental Insurance Premiums	638.00
			Dental Insurance Premiums	638.00
			Dental Insurance Premium	108.00
			Dental Insurance Premium	108.00
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	831.60
			Health Insurance Contribut	831.60
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	56.00
			Vision Insurance Contribut	56.00
		MO DEPT OF REVENUE	State Withholding	3,326.00
		INTERNAL REVENUE SERVICE	Fed WH	9,153.72
			FICA	7,088.95
			Medicare	1,657.89
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.13-
			Pre-Paid Legal Premiums	161.50
			Pre-Paid Legal Premiums	161.50
		ICMA	Loan Repayment	77.62
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirement 457 &	2,784.74
			Retirement 457	1,170.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	352.26
			Loan Repayments	92.92
			Loan Repayments	252.83
			Loan Repayments	9.69
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirement Roth IRA %	51.74
			Retirement Roth IRA	352.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	17.03
			American Fidelity	1,193.16
			American Fidelity	1,193.16
			American Fidelity	740.81
			American Fidelity	740.81
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	16.66
			Flexible Spending Accts -	16.66
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		HSA BANK	HSA Contribution	302.50
			HSA Family/Dep. Contributi	1,389.75
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	363.31
			ADJUST PAYROLL DEDUCTIONS	1,315.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	1.18
			Group Life Ins and Buy Up	1.18
			Group Life Ins and Buy Up	81.87
			Group Life Ins and Buy Up	<u>81.87</u>
			TOTAL:	41,481.39
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	44.56
		SCHUMAN, LEE	CITIZENS ADVISORY MEETING	25.00
		LAKE OF THE OZARKS ELKS LODGE No 2517	2023 MAYOR VOLUNTEER DINNE	1,430.00
		O'KEEFE, GLORIA	CITIZENS ADVISORY MEETING	25.00
		CATCOTT, FRED	TIF COMMISSION MEETING	25.00
		BOOTH, CORY	CITIZENS ADVISORY MEETING	25.00
		HAGEDORN, LUKE	CITIZENS ADVISORY MEETING	25.00
		SCHMITT, DARLINE	CITIZENS ADVISORY MEETING	25.00
		TYLER, GENIECE	CITIZENS ADVISORY MEETING	25.00
		KAUTZ, CHAD	CITIZENS ADVISORY MEETING	25.00
		VANHOOK, BOB	TIF COMMISSION MEETING	25.00
			CITIZENS ADVISORY MEETING	25.00
		HERNANDEZ, AMY	CITIZENS ADVISORY MEETING	25.00
		CRANE, DAVE	TIF COMMISSION MEETING	25.00
		GARDNER, TIMOTHY	TIF COMMISSION MEETING	<u>25.00</u>
			TOTAL:	1,799.56
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	FICA	622.52
			Medicare	145.59
		ICMA	Retirement 401%	103.30
			Retirement 401	619.87
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.12
		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	32.06
			Group Life Ins and Buy Up	32.06
			Short Term Disability Ins	21.00
			Short Term Disability Ins	<u>21.00</u>
			TOTAL:	5,470.24
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	194.91
			Medicare	45.59
		ICMA	Retirement 401%	32.63
			Retirement 401	195.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	80.49
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	7.50
			Group Life Ins and Buy Up	7.50
			Short Term Disability Ins	10.51
			Short Term Disability Ins	<u>10.50</u>
			TOTAL:	2,176.35
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.51
			Health Insurance Contribut	143.51
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		GFOA OF MO	2023 GFOA MO CONF-BELL & W	350.00
			2023 ACCOUNTIND ACDMY-A. W	300.00
		INTERNAL REVENUE SERVICE	FICA	597.44
			Medicare	139.72
		ICMA	Retirement 401%	98.74
			Retirement 401	592.45
		WHITE, APRIL	MILEAGE/MEALS GFOA & ACCT	113.91
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	20.33
			Group Life Ins and Buy Up	20.33
			Short Term Disability Ins	27.99
			Short Term Disability Ins	<u>28.00</u>
			TOTAL:	5,589.64
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	91.73
			Medicare	21.45
		MACA TREASURER	2023 MACA MEMB- A. WALLAND	60.00
		ICMA	Retirement 401%	15.43
			Retirement 401	92.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		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	4.96
			Group Life Ins and Buy Up	4.96
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	1,637.44
City Attorney	General Fund	BRADBURY LAW FIRM LLC	CITY ATTORNEY CONTRACT SVC	<u>2,255.00</u>
			TOTAL:	2,255.00
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	55.00
			Dental Insurance Premiums	55.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	935.38
			Health Insurance Contribut	935.39
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	499.56
			Medicare	116.83
		ICMA	Retirement 401%	83.43
			Retirement 401	500.55
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	216.16
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	80.49
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.74
			Group Dependent Life Ins	3.74
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	22.99
			Group Life Ins and Buy Up	22.99
			Short Term Disability Ins	24.50
			Short Term Disability Ins	<u>24.50</u>
			TOTAL:	5,881.99
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	304.57
		INTERNAL REVENUE SERVICE	FICA	64.19
			Medicare	15.01
		B & H CLEANING	CITY HALL JANITORIAL SERVI	<u>2,136.69</u>
			TOTAL:	2,520.46
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	PARK TRASH SERVICE	65.25
		INTERNAL REVENUE SERVICE	FICA	439.85
			Medicare	102.87
		ICMA	Retirement 401%	38.82
			Retirement 401	428.55
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	130.36
			PARKS DEPT CELL PHONES	46.23
		AMEREN MISSOURI	LWR DIAMOND LTS 2/7-3/8/23	27.27
			HATCHERY RD SIGN 2/14-3/15	70.43
			CP MAINT BLDG 2/14-3/15/23	104.49
			CP #2 DISPLAY C 2/14-3/15/	11.51
			CP SOCCER FIELDS 2/14-3/15	67.41
			CP #2 DISPLAY D 2/14-3/17/	11.51
			CP BALL FIELDS 2/14-3/15/2	906.85
			CP #2 DISPLAY B 2/14-3/15/	11.51
			CP #2 DISPLAY A 2/14-3/15/	11.51
			HWY 42 BALLPARK LTS 2/7-3/	44.34
			CP #2 IRRIG PUMP 2/14-3/15	11.51
		HSA BANK	HSA Contribution	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	28.00
			Short Term Disability Ins	<u>28.00</u>
			TOTAL:	5,153.95
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.49
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	191.15
			Medicare	44.71
		ICMA	Retirement 401%	7.47
			Retirement 401	190.52
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	7.74
			Group Life Ins and Buy Up	7.74
			Short Term Disability Ins	10.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	10.50
		RAYE, MICHAEL	MILEAGE REIMB BENEFIT MTG-	<u>94.98</u>
			TOTAL:	2,264.08
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,191.44
			Medicare	746.37
		ICMA	Retirement 401%	477.74
			Retirement 401	3,096.84
		O'DAY, MICHAEL	MEALS ITI CONF- M. O'DAY	50.00
		SALERNO, BRIAN	REIMB UNIFORM PATCHES-SALE	66.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	397.72
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	16.05
			Group Dependent Life Ins	16.05
			Group Life Ins and Buy Up	24.20
			Group Life Ins and Buy Up	24.20
			Group Life Ins and Buy Up	133.10
			Group Life Ins and Buy Up	133.10
			Short Term Disability Ins	168.00
			Short Term Disability Ins	168.00
		RINER, STEPHEN	MEALS DRE CLASS-S. RINER	400.00
		CAPITAL ONE, N.A.	BULB- PD 21	34.97
			FIREARM MATERIALS	<u>44.26</u>
			TOTAL:	35,300.64
911 Center	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	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	691.33
			Medicare	161.68
		ICMA	Retirement 401%	73.16
			Retirement 401	562.56
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 3/21-4/20/	119.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.56
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	11.74
			Group Life Ins and Buy Up	11.74
			Short Term Disability Ins	35.00
			Short Term Disability Ins	<u>35.00</u>
			TOTAL:	4,646.61
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.42
			Health Insurance Contribut	935.41
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	230.23
			Medicare	53.85
		ICMA	Retirement 401%	38.73
			Retirement 401	232.38
		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	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	10.04
			Group Life Ins and Buy Up	10.04
			Short Term Disability Ins	10.50
			Short Term Disability Ins	<u>10.50</u>
			TOTAL:	2,665.66
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	154.37
			Medicare	36.10
		ICMA	Retirement 401%	25.99
			Retirement 401	155.95
		AT&T INTERNET/IP SERVICES	CH INTERNET 3/19/23	1,670.92
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.80
		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	8.23
			Group Life Ins and Buy Up	8.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	3,538.93
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	120.23
			Medicare	28.12
		ICMA	Retirement 401%	19.39
			Retirement 401	116.35
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	44.56
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	5.81
			Group Life Ins and Buy Up	5.81
			Short Term Disability Ins	7.00
			Short Term Disability Ins	7.00
		MOON, MITCHELL	MILEAGE REIMB LORDEC- M. M	15.07
			MILEAGE REIMB CC RCRDNG-MO	<u>15.06</u>
			TOTAL:	384.40
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	86.62
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	258.24
			Health Insurance Contribut	258.24
			Health Insurance Contribut	39.80
			Health Insurance Contribut	36.07
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.43
		MO DEPT OF REVENUE	State Withholding	418.42
		INTERNAL REVENUE SERVICE	Fed WH	983.54
			FICA	856.15
			Medicare	200.22
		LEGALSHIELD	Pre-Paid Legal Premiums	11.20
			Pre-Paid Legal Premiums	11.20
		ICMA	Retirment 457 &	157.56
			Retirement 457	50.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.86
			American Fidelity	88.86
			American Fidelity	19.45
			American Fidelity	19.46
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	101.83
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.69
			Group Life Ins and Buy Up	6.69
			Group Life Ins and Buy Up	0.21
			Group Life Ins and Buy Up	<u>0.17</u>
			TOTAL:	3,959.57
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	86.62
			Dental Insurance Premium	9.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	417.81
			Health Insurance Contribut	378.67
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.44
		ALLIED SERVICES LLC	TRANS TRASH SERVICE	81.40
		INTERNAL REVENUE SERVICE	FICA	856.15
			Medicare	200.25
		ICMA	Retirement 401%	106.06
			Retirement 401	636.41
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	438.76
		AMEREN MISSOURI	5757 CHAPEL SVC 2/15-3/16/	227.95
		AMEREN MISSOURI	1075 NICHOLS LTS 2/15-3/16	31.24
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	300.00
		THE PITNEY BOWES BANK INC	TRANSPORTATION POSTAGE	77.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.36
			Group Dependent Life Ins	5.27
			Group Life Ins and Buy Up	11.33
			Group Life Ins and Buy Up	11.33
			Group Life Ins and Buy Up	23.74
			Group Life Ins and Buy Up	23.37
			Short Term Disability Ins	42.00
			Short Term Disability Ins	41.56
		B & H CLEANING	PW-TRANS JANITORIAL SERVIC	371.10
		CAPITAL ONE, N.A.	5 GAL JUG	29.97
		HUTCHINSON SALT CO, INC	SALT	5,884.66
			TOTAL:	16,494.43
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	47.90
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	103.14
			Health Insurance Contribut	103.14
			Health Insurance Contribut	39.80
			Health Insurance Contribut	41.61
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	13.63
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.80
		MO DEPT OF REVENUE	WATER SALES TAX	3,474.53
			State Withholding	496.52
		INTERNAL REVENUE SERVICE	Fed WH	1,193.81
			FICA	802.15
			Medicare	187.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	319.32
			Retirement 457	138.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	133.65
			American Fidelity	135.50
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	48.72
			Texas Life After Tax	48.72
		HSA BANK	HSA Family/Dep. Contributi	122.79
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	<u>0.85</u>
			TOTAL:	7,608.34
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	47.90
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	903.19
			Health Insurance Contribut	966.18
			Health Insurance Contribut	966.18
			Health Insurance Contribut	417.83
			Health Insurance Contribut	436.83
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	13.63
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.82
		ALLIED SERVICES LLC	WATER TRASH SERVICE	81.40
		GOEHRI, GEORGE	APR INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	802.14
			Medicare	187.61
		POSTMASTER	MAR UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	131.84
			Retirement 401	791.03
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	343.48
		AMEREN MISSOURI	5757 CHAPEL SVC 2/15-3/16/	227.94
		AMEREN MISSOURI	6186 FIRE ST WELL 3/1-3/30	3,068.14
			SWISS VLG WELL 3/2-3/30/23	592.16
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	150.00
		THE PITNEY BOWES BANK INC	WATER POSTAGE	77.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.53
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	29.13
			Group Life Ins and Buy Up	30.33
			Short Term Disability Ins	42.00
			Short Term Disability Ins	43.24
		STOUFER, TOMMIE L	MILEAGE REIMB 3/18-3/24/23	100.22
		B & H CLEANING	PW-WATER JANITORIAL SERVIC	<u>371.10</u>
			TOTAL:	12,555.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	176.00
			Dental Insurance Premiums	173.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	259.02
			Health Insurance Contribut	259.02
			Health Insurance Contribut	276.80
			Health Insurance Contribut	278.72
			Vision Insurance Contribut	18.37
			Vision Insurance Contribut	17.56
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	14.64
			Vision Insurance Contribut	14.77
		MO DEPT OF REVENUE	State Withholding	506.06
		INTERNAL REVENUE SERVICE	Fed WH	1,135.95
			FICA	1,111.90
			Medicare	260.05
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	98.01
			Retirement 457	49.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	112.30
			American Fidelity	110.45
			American Fidelity	10.78
			American Fidelity	10.77
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.21
			Texas Life After Tax	7.21
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	256.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	1.21
			Group Life Ins and Buy Up	1.21
			Group Life Ins and Buy Up	2.55
			Group Life Ins and Buy Up	2.57
		OFFICE OF CHILD SUPPORT ENFORCEMENT	Case #931036721	145.20
			TOTAL:	5,383.87
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	176.00
			Dental Insurance Premiums	173.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	531.81
			Health Insurance Contribut	2,426.34
			Health Insurance Contribut	2,426.34
			Health Insurance Contribut	2,905.96
			Health Insurance Contribut	2,926.10
			Vision Insurance Contribut	18.36
			Vision Insurance Contribut	17.55
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	14.64
			Vision Insurance Contribut	14.74
		ALLIED SERVICES LLC	SEWER TRASH SERVICE	81.40
		INTERNAL REVENUE SERVICE	FICA	1,111.91
			Medicare	260.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTMASTER	MAR UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	109.96
			Retirement 401	754.91
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	773.39
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,731.52
			500 ST MORITZ S/P 2/19-3/2	14.64
			5757 CHAPEL L/S 2/15-3/16/	12.36
			HAWTHORN DR L/S 2/23-3/26/	59.86
			5757 CHAPEL SVC 2/15-3/16/	227.95
			253 W END L/S 2/15-3/16/23	16.11
			5676 ROCKWOOD L/S 2/23-3/2	12.27
			GRINDER PUMPS & LIFT STATI	6,534.07
			5874 HWY 54 2/28-3/29/23	13.82
			1075 RUNABOUT 2/27-3/28/23	21.95
			GRINDER PUMPS & LIFT STATI	2,816.56
			GRINDER PUMPS & LIFT STATI	5,398.85
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	525.00
		LIEDEL JR, BRIAN	MEALS SHORING TRNG- LIEDEL	50.00
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	77.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.48
			Group Dependent Life Ins	7.39
			Group Life Ins and Buy Up	11.27
			Group Life Ins and Buy Up	11.27
			Group Life Ins and Buy Up	45.75
			Group Life Ins and Buy Up	44.92
			Short Term Disability Ins	70.00
			Short Term Disability Ins	69.20
		B & H CLEANING	PW-SEWER JANITORIAL SERVIC	371.11
		LUTTRELL, DAKOTAH	REIMB WORK BOOTS- D. LUTTR	173.30
		CAMPBELL, FRANK	MILEAGE REIMB 3/17-3/23/23	104.80
		BROADWAY FORD TRUCK SALES INC	FORD F550 UTILITY TRUCK	172,000.00
		GROGAN, TRAVIS	MEALS SHORING TRNG- GROGAN	50.00
		BRINK & BALL LAND LLC	EASEMENT PURCHASE NEAR SAN	7,800.00
			TOTAL:	215,185.36
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	391.00
		INTERNAL REVENUE SERVICE	Fed WH	1,306.18
			FICA	922.76
			Medicare	215.82
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	136.64
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.64
			American Fidelity	88.64
			American Fidelity	118.12
			American Fidelity	118.12
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	31.25
			Flexible Spending Accts -	31.25
		HSA BANK	HSA Family/Dep. Contributi	45.00
		ONE TIME VENDOR	AMB OVERPAYMENT	<u>73.15</u>
			TOTAL:	4,789.26
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	922.76
			Medicare	215.82
		ICMA	Retirement 401%	91.57
			Retirement 401	783.96
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	44.56
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAR AMBULANCE REIMBURSEMEN	2,248.28
		HSA BANK	HSA Family/Dep. Contributi	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	19.36
			Group Life Ins and Buy Up	19.36
			Group Life Ins and Buy Up	10.77
			Group Life Ins and Buy Up	10.77
			Short Term Disability Ins	42.00
			Short Term Disability Ins	42.00
		RSH & ASSOCIATES LLC	COURT COSTS	<u>250.00</u>
			TOTAL:	10,859.67
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	LCF SALES TAX	1,125.58
			State Withholding	168.89
		INTERNAL REVENUE SERVICE	Fed WH	238.78
			FICA	344.01
			Medicare	80.45
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	15.45
		ICMA	Retirement 457 &	25.99
			Retirement 457	42.37
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	53.66
			American Fidelity	26.44
			American Fidelity	36.40
			TOTAL:	2,838.01
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	LCF TRASH SERVICE	78.95
		AMEREN MISSOURI	AP FIREHOUSE 3/2-3/31/23	208.23
		INTERNAL REVENUE SERVICE	FICA	344.01
			Medicare	80.45
		ICMA	Retirement 401%	41.49
			Retirement 401	326.58
		DISH NETWORK	SERV 3/29-4/28/23	91.85
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.28
		DINSDALE, TY	REIMB MAMA CONF REG-DINSDA	37.50
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	192.38
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	5.23
			Group Life Ins and Buy Up	8.71
			Short Term Disability Ins	25.20
			Short Term Disability Ins	28.00
		B & H CLEANING	GG JANITORIAL SERVICES	219.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAPITAL ONE, N.A.	ICE	37.60
			TOTAL:	6,429.79
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	108.57
			Health Insurance Contribut	77.55
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	GG SALES TAX	96.03
			State Withholding	58.11
		INTERNAL REVENUE SERVICE	Fed WH	266.90
			FICA	224.30
			Medicare	52.46
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	7.98
		ICMA	Retirement 457 &	11.28
			Retirement 457	32.63
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	10.80
			American Fidelity	9.96
		HSA BANK	HSA Family/Dep. Contributi	25.00
			TOTAL:	1,134.99
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 2/23-3/27/2	37.28
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	GG TRASH SERVICE	78.97
		AMEREN MISSOURI	GG AP HANGAR 2/28-3/29/23	47.56
			GG TBLC EXT D 2/28-3/29/23	313.58
			GG AP SHOP 2/28-3/29/23	47.94
			957 AIRPORT RD 2/28-3/29/2	12.65
			GG AP TBLC EXT D 2/28-3/29	11.89
			GG AP HANGAR E8 2/28-3/29/	15.21
			GG AP SLEEPY 2/28-3/29/23	153.68
		INTERNAL REVENUE SERVICE	FICA	224.30
			Medicare	52.46
		ICMA	Retirement 401%	23.21
			Retirement 401	228.00
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 3/16-4/15/23	110.45
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.28
		DINSDALE, TY	REIMB MAMA CONF REG-DINSDA	37.50
		HSA BANK	HSA Family/Dep. Contributi	107.62
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	3.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	16.80
			Short Term Disability Ins	14.00
		B & H CLEANING	LCF JANITORIAL SERVICES	<u>430.62</u>
			TOTAL:	5,227.89

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

10	General Fund	122,766.34
20	Transportation	20,454.00
30	Water Fund	20,164.17
35	Sewer Fund	220,569.23
40	Ambulance Fund	15,648.93
45	Lee C. Fine Airport Fund	9,267.80
47	Grand Glaize Airport Fund	6,362.88

GRAND TOTAL:	415,233.35

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	GENERAL CODE LLC	CODE BOOK CODIFICATIONS	3,000.00
		AMAZON CAPITAL SERVICES INC	PRKING HANG TAGS- TAXI CAB	<u>47.85</u>
			TOTAL:	3,047.85
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 2/2023	392.76
			JURY INSTRUCTIONS	49.69
		MO MUNICIPAL LEAGUE	2023 LEGISLATIVE CONF-BRAD	<u>135.00</u>
			TOTAL:	577.45
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	POST-IT NOTES	13.56
			PENCILS	<u>5.26</u>
			TOTAL:	27.74
Building Maintenance	General Fund	LAKE SUN LEADER 81525 & 1586450	ADV FOR BIDS- CH IMPROVEME	75.25
		BUTLER SUPPLY CO	RECYCLED BULBS	81.75
			REPLACEMENT BULB	11.90
		ATR LIGHTING ENTERPRISES INC	REPLACEMENT LIGHTS	73.80
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	78.88
			BLDG DEPT UNIFORM RENTAL	1.36
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS	77.84
			RESTROOM TOWELS & PLATES	102.62
			CUPS & TOILET PAPER	124.23
		AMAZON CAPITAL SERVICES INC	COFFEE	33.75
			HAND SANITIZER GEL REFILLS	43.95
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	190.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			APRIL WATER COOLER RENTAL	38.00
		NICK'S TRUE VALUE HARDWARE	HAT HOOK & DOOR STOP	22.87
			OIL	<u>5.99</u>
			TOTAL:	1,001.50
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL & TOWING PARTS	134.94
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 4/1-4/30/23	106.50
			WATER SOFTENER	224.00
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	8.70
		AMAZON CAPITAL SERVICES INC	PETS ON LEASH SIGNS	210.69
			PITCHERS RUBBER MOUNDS	99.24
			RUBBER BASE PLUGS	<u>327.40</u>
			TOTAL:	1,114.97
Overhead	General Fund	TYLER TECHNOLOGIES INC	OVREHEAD INSITE TRNSACTN FE	166.25
		ALPHAGRAPHS OF OSAGE BEACH	OPERATING BUDGET BOOKS	710.04
		HOOD & ASSOCIATES CPAS PC	2022 AUDIT BILLING	<u>4,500.00</u>
			TOTAL:	5,376.29
Police	General Fund	PURCELL TIRE & RUBBER CO	NEW TIRES- PD 31	673.76
		MO POLICE CHIEFS ASSC	2023 MSRO CONF- D. STARK	350.00
		LEON UNIFORM CO INC	TRAFFIC VESTS	1,062.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TURN KEY MOBILE INC	CONSOLE BOXES & ANTENNAS	1,839.00
		HEDRICK MOTIV WERKS LLC	IGNITION COIL REPAIR- PD 1	42.50
			BRAKE REPAIR- PD 26	42.50
		GT DISTRIBUTORS INC	GUN PARTS & DUMMY ROUNDS	587.90
		STAPLES BUSINESS ADVANTAGE	EXTERNAL PORTABLE HARD DRI	55.34
			TONER	92.03
		PARKWAY PLAZA TIRE	FLAT TIRE REPAIR- PD 29	25.00
			TOTAL:	4,770.53
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	HDMI CABLE	46.61
			TOTAL:	46.61
Information Technology	General Fund	BEISHIR LOCK & SECURITY	MILESTONE SERVER	16,949.76
		TOWNER ELECTRONICS INC	120 HRS CABLE CLNUP & NTWR	12,000.00
		FORWARD SLASH TECHNOLOGY LLC	APR MANAGED SERVICES	5,806.20
			APR EMAIL PHISHING SEC TRN	375.00
			APR VULNERABILITY SCAN	499.00
			APR BARRACUDA EMAIL SEC	1,476.00
			TOTAL:	37,105.96
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT ON WHELEN WARNING SY	595.00
			TOTAL:	595.00
Transportation	Transportation	MARTIN METAL LLC	SHOP CAR PORT- TRANSP	593.39
		PURCELL TIRE & RUBBER CO	FLAT REPAIR- TRK 69	26.75
		RP LUMBER INC	CONCRETE- SIGN ON BLUFF DR	251.58
		FASTENAL CO	WASHERS & SCREWS-SIGNS BLF	361.05
		MO ONE CALL SYSTEM INC	LOCATES	84.15
		ECONO SIGNS & BARRICADE LLC	SIGN DATE DECALS- SIGNS	84.40
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT BULB- KUBOTA	7.99
			BULB- KUBOTA	8.73
		SASCO PAVEMENT COATINGS INC	PAVEMENT SEALER-BLUFF & SU	2,002.50
		MAGRUDER LIMESTONE CO INC	GRAVEL- CHAPEL DR	916.87
		CINTAS CORPORATION	TRANSP DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
			TRANSP DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
		SCOTTS CONCRETE	CONCRETE-OB RD & COLLEGE B	811.50
		MILLER AUTO SUPPLY	NEW BATTERY- JD TRACTOR	174.49
		AMAZON CAPITAL SERVICES INC	PLATES,CUPS,FIRST AID MTRL	80.82
			SCISSORS	2.99
			TAPE FOR SIGN MAKERS	79.00
			COPY PAPER	21.24
			TAPE FOR SIGNS	15.28
			AMERICAN FLAGS	19.95
			LIGHTS- ZERO TURN MOWER	82.97
			SAFETY VESTS & GLOVES	233.24
			REPLACEMENT BATTERY- T10	11.98
			SAFETY GLASSES & AIR DUSTE	32.16
			SAFETY GLASSES & AIR DUSTE	11.99
			TONER	91.66
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	155.66
		LINDYSPRING LAKE OF THE OZARKS	PW APR COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	CONCRETE ANCHORS- SHOP	54.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CAULK- SHOP	14.98
			RET CONCRETE ANCHORS- SHOP	9.60-
			SEALANT- SHOP	7.99
		TRUCK COUNTRY LLC	TRANSMITTER KEYCHAIN- TRAI	<u>62.99</u>
			TOTAL:	6,669.30
Water	Water Fund	GRAINGER INC	HYDRANT PAINT	636.42
		MO ONE CALL SYSTEM INC	LOCATES	84.15
		SCHULTE SUPPLY INC	360/BC/MRX SUB 5/2023-4/20	5,897.80
		MO RURAL WATER ASSC	MRWA ANN CONF- CROOKS	250.00
		TYLER TECHNOLOGIES INC	WATER INSITE TRANSACTION F	1,753.12
		LAKE SUN LEADER 81525 & 1586450	ADV FOR BIDS-COLUMBIA WTR	318.50
		POSTMASTER	APR UTILITY BILL POSTAGE	550.00
		CORE & MAIN LP	METER GASKETS	2,367.50
			1.5" REGULATORS	6,467.16
			SVC CHARGE	58.34
		MAGRUDER LIMESTONE CO INC	GRAVEL	107.40
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
		AMAZON CAPITAL SERVICES INC	PLATES,CUPS,FIRST AID MTRL	80.81
			SCISSORS	2.99
			COPY PAPER	21.24
			AMERICAN FLAGS	19.95
			SAFETY GLASSES & AIR DUSTE	32.16
			SAFETY GLASSES & AIR DUSTE	11.99
			TONER	91.66
		REEVES-WIEDEMAN COMPANY	VALVE & ADAPTER-PASSOVER S	43.40
			PARTS- PASSOVER SCADA IMPR	143.26
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	155.66
		LINDYSPRING LAKE OF THE OZARKS	PW APR COOLER RENTAL	10.00
		GFI DIGITAL	UB PRNTR MAINT 4/11-5/10/2	<u>10.31</u>
			TOTAL:	19,396.60
Sewer	Sewer Fund	USABBLUEBOOK	HIGH HEAT DRAIN OPENER	1,734.73
			ADAPTER- PUMP TRK 70	54.46
			MANHOLE LFTR,T-PROBE,KEY S	381.09
		ELECTRIC CONTROLS COMPANY INC	SCADA MODULE- PASSOVER TWR	279.00
		GRAINGER INC	MARINE ROCKER SWITCHES-STO	385.50
			CIRCUIT BREAKERS- SANDS	5,010.92
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	ARCGIS LICENSE 5/2023-4/20	4,898.87
		MO ONE CALL SYSTEM INC	LOCATES	84.15
		MO RURAL WATER ASSC	MRWA ANN CONF- PRITCHETT	250.00
		MUNICIPAL EQUIPMENT CO	RPLCMNT PUMP- 455 WALKERS	15,383.20
			AC CABINET FOR SCADA	4,659.27
			GASKETS & BRACKETS- STOCK	1,625.40
			CONTROL PANEL TRNG 1/2 DAY	750.00
		TYLER TECHNOLOGIES INC	SEWER INSITE TRANSACTION F	1,753.13
		CONSOLIDATED ELECTRICAL DISTR, INC	WIRE- SANDS	327.00
			WIRE	194.08
			ELECTRICAL PARTS	308.88
		POSTMASTER	APR UTILITY BILL POSTAGE	550.00
		BUTLER SUPPLY CO	WIRE- SANDS & STOCK	2,073.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ULINE	PALLET RACKS- SWR INVENTOR	3,869.28
		JCI INDUSTRIES INC	4 PANELS	8,259.00
			CONTROL PANELS- STOCK	8,259.00
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	199.52
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	199.52
			SEWER DEPT FLOOR MATS	10.33
		AMAZON CAPITAL SERVICES INC	PLATES,CUPS,FIRST AID MTRL	80.82
			SCISSORS	3.01
			HI-VIS RAIN JACKET-F. CAMP	69.57
			HI-VIS RAIN JACKET-C. STON	70.55
			COPY PAPER	21.25
			AMERICAN FLAGS	19.95
			SAFETY GLASSES & AIR DUSTE	32.16
			SAFETY GLASSES & AIR DUSTE	12.00
			TONER	91.67
		REEVES-WIEDEMAN COMPANY	PVC PIPE- AMY LANE	53.90
		AESTHETIX ELECTRIC	SVC CALL- SANDS L/S	425.00
			AFTER HOURS SVC CALL- SAND	540.00
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	155.68
		LINDYSPRING LAKE OF THE OZARKS	PW APR COOLER RENTAL	10.00
		CARDINAL PUMP COMPANY	PUMP REPAIR	2,814.00
			GRINDER PANEL- STOCK	1,305.00
		GFI DIGITAL	UB PRNTR MAINT 4/11-5/10/2	10.31
		NICK'S TRUE VALUE HARDWARE	WIRE WHEEL, # SETS- SANDS	39.95
		MCMASTER-CARR	COUPLINGS & ON/OFF VALVES	375.53
			VENTS & PIPE- TL-03	180.27
		SUNSET TIRE AND SERVICE	BATTERY RPLCMNT- TRK 71	47.50
			TOTAL:	67,870.10
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	260.89
			LATEX GLOVES	105.75
		IMAGE TREND INC	2023 FIELD BRIDGE SUPPORT	4,171.50
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	584.99
		QUADMED INC	MEDICAL SUPPLIES	1,356.84
			MEDICAL SUPPLIES	14.15
			MEDICAL SUPPLIES	262.50
			TOTAL:	6,756.62
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE & RUBBER CO	TIRES & SVC CALL- LCF WTR	1,156.78
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.09
			LCF UNIFORM RENTAL	9.09
		O'REILLY AUTOMOTIVE STORES INC	STARTER SOLENOID- JETTER T	23.14
			TOTAL:	1,198.10
Grand Glaize Airport	Grand Glaize Airpo	CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		NICK'S TRUE VALUE HARDWARE	DRILL BIT	5.99
			TOTAL:	13.93

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

10	General Fund	53,663.90
20	Transportation	6,669.30
30	Water Fund	19,396.60
35	Sewer Fund	67,870.10
40	Ambulance Fund	6,756.62
45	Lee C. Fine Airport Fund	1,198.10
47	Grand Glaize Airport Fund	13.93

GRAND TOTAL:		155,568.55
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TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 23-22 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I, Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations *Second Reading*

Requested Action:

Second Reading of Bill #23-22

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:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This request is to repeal and replace the current Schedule I, Table 1-A Speed Limit pertaining to Chapter 320 of the Osage Beach Municipal Code. The noted corrections address road names and descriptions, all of which are highlighted in the attached titled Proposed Changes to Schedule I, Table 1-A Speed Limits.

We have received a request from a resident on Dogwood Lane to reduce the speed limit in the Dogwood Park Estates Subdivision from 25 mph due to speeding motorists and a significant amount of pedestrian traffic with no sidewalks. While there is no data to support the speeding complaints, a review of the roadway in Dogwood Park Estates by Dave Van Leer of Cochran Engineering, states the following:

The Design guide specifically lists Dogwood Lane as a Local Street with over 1,500

ADT. This classification corresponds to a 25 mph design speed, matching the existing posted speed limit.

The address and street where Mr. Smith is located fit better with the Local Street 1,500 - 400 ADT which corresponds to a 15 mph design speed per the design guide. Typical lane widths in Dogwood Park Estates are less than 12'. This would also indicate a design speed of 15 mph per the Design Guide. The City could consider posting a 15 mph speed limit at the north end of Dogwood Lane prior to the three-way fork in the road.

It is my recommendation to reduce the speed limit in the Dogwood Estates Subdivision from 25 mph to 15 mph to meet the classification in the Design Guide. This will include Dogwood Lane from the fork to the end of the road, Apple Blossom, Cherry Blossom and Peach Blossom.

Additional changes are as follows:

Dude Ranch Road listed as the School Zone. This should be Nichols Road.

State Route KK added to the table.

Additional corrections to the table are roadway names that were inadvertently not completed at the time of previous approved changes.

City Attorney Comments:

Per City Code 110.230, Bill 23-22 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 6, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING THE OSAGE BEACH CODE OF ORDINANCES BY REPEALING AND REPLACING SCHEDULE 1 SPEED LIMITS, TABLE 1-A SPEED LIMITS OF THE OSAGE BEACH MUNICIPAL CODE CHAPTER 320 SPEED REGULATIONS.

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

Section 1. That the Schedule I Speed Limits, table 1-A Speed Limits is hereby repealed in its entirety.

Section 2. A new Schedule I Speed Limits, table 1-A Speed Limits is hereby enacted to read as follows:

Street	Speed Limit
Airport Road from right-of-way with Osage Beach Parkway to the intersection of Arrow Road	30 mph
Apple Blossom	15 mph
Barry Prewitt Memorial Drive between the intersection with Osage Beach Parkway and the intersection with State Route D and Columbia Avenue	30 mph
Bentwood Drive	15 mph
Bluff Drive from the right-of-way with Osage Beach Parkway to the intersection of Ski Drive	30 mph
Bluff Drive from the intersection of Ski Drive to the Northern most intersection of Huffpuff Lane	25 mph
Bluff Drive from the Northern most intersection of Huffpuff Lane to the end of city right of way	20 mph
Bradford Drive	15 mph
Brookfield Lane	15 mph
Burton Duenke Lane	40 mph
Case Road from the right-of-way with Osage Beach Parkway to Sycamore Valley Drive	35 mph
Case Road from Sycamore Valley Drive to the intersection of Lois Lane	25 mph
Cayman Drive	15 mph
Cherry Blossom	15 mph
College Boulevard from Bradford Drive to the end of the City right-of-way	15 mph
College Boulevard from Bradford Drive to Columbia	30 mph
Columbia Avenue between the intersection with State Route D and the intersection with State Route 42	30 mph
Dogwood Lane from Dude Ranch Road to three-way intersection with Cherry Blossom and Apple Blossom	25 mph
Dogwood Lane from three-way intersection with Cherry Blossom and Apple Blossom to the end of the road	15 mph

Street	Speed Limit
Dude Ranch Road Nichols Road [Ord. No. 16.08 §2, 1-21-2016]	20 mph in both directions when school speed zone device is flashing
Dude Ranch Road from Nichols to the intersection of Darwin Drive	30 mph
Hampton Circle	15 mph
Hatchery Road from the right-of-way with Osage Beach Parkway through the Osage Beach City Park	15 mph
Highway 42:	
Between Osage Beach Parkway and Columbia Avenue	35 mph
Between Columbia Avenue and City limits	45 mph
Larkspur Court	15 mph
Lazy Days Road from right-of-way with Osage Beach Parkway to the end of City right of way	30 mph
Maple Tree Circle	15 mph
Meadow Lane [1]	15 mph
Nichols Road North from Osage Beach Parkway to the end of the City right- of-way	30 mph
Nichols Road South from Osage Beach Parkway to the entrance of Lake of the Ozarks State Park	25 mph
Osage Beach Parkway	45 mph
Osage Beach Parkway South	45 mph
Passover Road from Osage Beach Parkway to Wilson Road	30 mph
Passover Road from Wilson Road to end of Passover Road	25 mph
Passover Road North of Osage Beach Parkway to end of City right of way	25 mph
Peach Blossom	15 mph
Pebble Lane	15 mph
State Route D	45 mph
State Route KK from Osage Beach Parkway to City limits	35 mph
Sunset Drive from Bluff Drive for the first three tenths (0.3) of a mile	30 mph
Sunset Drive after the first three-tenths (0.3) of a mile from Bluff Drive	25 mph
Swiss Village Road:	
From the City limits to Burton Duenke Lane	35 mph
From Burton Duenke Lane to the eastern end of Swiss Village Road	25 mph
Sycamore Valley Drive	40 mph
Three Seasons Road between Mockingbird Lane and the City limits [Ord. No. 16.71 §2, 9-1-2016]	30 mph
Three Seasons Road between State Road Route KK and Mockingbird Lane [Ord. No. 16.71 §1, 9-1-2016]	35 mph
U.S. Highway 54 from the east corporate limits to a point three thousand six hundred (3,600) feet west of Highway State Route KK and U.S. Highway 54	65 mph

Street**Speed Limit**

Interchange

U.S. Highway 54 from a point three thousand six hundred (3,600) feet west of
 Highway **State Route** KK and U.S. Highway 54 Interchange to the west
 corporate limits

60 mph

[1] Editor's Note: Former reference to the speed limit on Nichols Road, near the intersection with Dude Ranch Road, weekdays from 7:00 A.M. to 4:30 P.M., enacted by Ord. No. 15.73 §1, 8-6-2015, which immediately followed, was repealed by §1 of Ord. No. 16.08.

Section 3. Severability.

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

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine, or penalty instituted, created, given, secured, or accrued under this ordinance previous to its repeal shall not be affected, released, or discharged but may be prosecuted, enjoined, and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. Effective Date.

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

READ FIRST TIME: April 6, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.22 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.22

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-25 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures and Revenue related to Grants received. *Second Reading*

Requested Action:

Second Reading of Bill #23-25

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-25 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 6, 2023.

The City has received notice of additional ARPA grants and this budget amendment modifies the FY2023 Operating Budget for the funds to be received and partial expenditures associated with the grants that were unknown at the time the FY2023 Operating Budget was completed.

- 1) Additional ARPA Funds from Camden County = \$101,113
- 2) Additional ARPA Funds from SFY 2023 ARPA Peace Officer Grant (POG) = \$26,591
- 3) Expenditure line items to be amended related to: \$20,500 IAPro Internal Affairs Software + \$6,091 Motorola Speaker/Mic Maintenance & Repairs

All other expenditures associated with the additional grant funds were included in the FY2023 Operating Budget.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES AND REVENUE RELATED TO GRANTS RECEIVED.

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-00-440185 ARPA Grants	\$ 0	\$ 127,704
10-14-743107 Maintenance & Repairs	\$ 2,625	\$ 8,716
10-14-774251 Computer Software	\$ 0	\$ 20,500

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 remains in full force and effect.

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

READ FIRST TIME: April 6, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.25 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.25.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to approve certification of election results from the April 2023 General Municipal Election

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

In accordance with RSMo 115.507.1, Election results must be certified to the City, Announcement of Results by Verification Board, Contents, When Due - Abstract of Votes to be Official Returns. This act acknowledges these certifications.

Deadline for Action:

Yes - Elections results must be certified before elected officials take the oath of office.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Camden County Certification and Miller County Certification of Election Results

Camden County

Ward I

John Robert "Bob" O'Steen - 47 votes

Ward II

Tyler Becker - 60 votes

Justin Hoffman - 93 votes

Ward III

Richard Ross - 84 Votes

Sales Tax Question

Yes - 260 votes
NO - 92 votes

Miller County

Ward I

John Robert "Bob" O'Steen - 38 votes

Write In - 2 votes

Sales Tax Question

Yes - 36 votes

NO - 15 votes

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



**CERTIFICATION OF ELECTION RESULTS
CLINTON A. JENKINS, COUNTY CLERK
MILLER COUNTY, MISSOURI**

THE FOLLOWING IS AN OFFICIAL CERTIFICATION OF THE ELECTION RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN MILLER COUNTY, MISSOURI. APRIL 7, 2023.

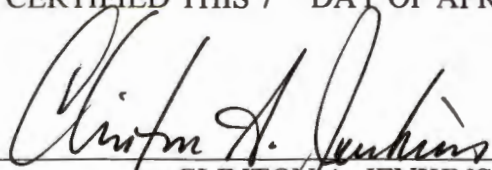
WE HEREBY CERTIFY THAT:

OSAGE BEACH ALDERMAN WARD 1		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	40	
JOHN ROBERT "BOB" O'STEEN	38	95.00%
WRITE IN	2	5.00%

OSAGE BEACH QUESTION NO. 1		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Total Votes	51	
YES	36	70.59%
NO	15	29.41%

I, CLINTON A. JENKINS, COUNTY CLERK OF MILLER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL AND ACCURATE RETURN OF ALL VOTES CAST BOTH **FOR** AND **AGAINST** ALL PROPOSITIONS AND **FOR** ALL CANDIDATES AT SAID ELECTION AS CERTIFIED TO ME BY THE DULY QUALIFIED AND ACTING JUDGES OF SAID ELECTION.

CERTIFIED THIS 7TH DAY OF APRIL 2023


CLINTON A. JENKINS
MILLER COUNTY CLERK

**CERTIFICATION OF ELECTION RESULTS
ROWLAND A. TODD, COUNTY CLERK
CAMDEN COUNTY, MISSOURI**

TO: CITY OF OSAGE BEACH

THE FOLLOWING IS AN **OFFICIAL CERTIFICATION** OF THE ELECTION RESULTS OF THE MUNICIPAL ELECTION HELD IN CAMDEN COUNTY, MISSOURI ON APRIL 4, 2023

WE HEREBY CERTIFY THAT THE ELECTION RESULTS FOR CAMDEN COUNTY ARE:

OSAGE BEACH ALDERMAN WARD 1			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	47		
JOHN ROBERT "BOB" O'STEEN	47	100.00%	

OSAGE BEACH ALDERMAN WARD 2			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	153		
TYLER BECKER	60	39.22%	
JUSTIN HOFFMAN	93	60.78%	

OSAGE BEACH ALDERMAN WARD 3			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	84		
RICHARD ROSS	84	100.00%	

OSAGE BEACH CITY SALES TAX QUESTION			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Total Votes	352		
YES	260	73.86%	
NO	92	26.14%	

QUESTION

Shall the City of Osage Beach, Missouri, impose a three percent (3%) sales tax on all retail sales of adult use marijuana sold within the City of Osage Beach, Missouri, for the purpose of funding capital improvements and operation and maintenance for Parks and Recreation, and for capital improvements and operations of Public Safety Services, including Police, 911 Communication, and Ambulance services.

☐ YES
☐ NO

I, ROWLAND A. TODD, COUNTY CLERK OF CAMDEN COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL AND ACCURATE RETURN OF ALL VOTES CAST FOR OR AGAINST SAID ISSUES OR CANDIDATES AT SAID ELECTION AS CERTIFIED TO ME BY THE DULY QUALIFIED AND ACTING JUDGES OF SAID ELECTION.

SENT THIS 11TH DAY OF APRIL, 2023



Rowland A. Todd
COUNTY CLERK
CAMDEN COUNTY, MISSOURI

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Oath of Office - Elected Officials; upon Certification of Election results.

Requested Action:

Presentation

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - Oath of Office upon certification of election results.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Motion to elect President of the Board of Aldermen

Requested Action:
Motion to Approve

Ordinance Referenced for Action:
In accordance with Section 110.170 Selection of Acting President - Term.

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
The Board must elect a member of the Board to serve as President of the Board, for the term of one year, following the Municipal Election, who will act in the absence of the Mayor as outlined in Section 110.180 of the City Code.

City Attorney Comments:
Not Applicable

City Administrator Comments:
I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:
Public Hearing - Beach Drive (TDD) Transportation Development District

Requested Action:
Public Hearing

Ordinance Referenced for Action:
RSMo 238.200 - 238.208; TDD Act requires a public hearing in the connection with the establishment of the TDD.

Deadline for Action:
Yes - Public Hearing required as part of establishing the TDD through the Circuit Court.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Public Hearing as required by the TDD Act as part of establishing the Beach Drive TDD.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Cole Bradbury, City Attorney
Presenter: Cole Bradbury, City Attorney

Agenda Item:
Public Hearing - Marijuana Proposed Ordinance Modifications

Requested Action:
Public Hearing

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:

With the passage of Amendment 3 legalizing marijuana, the law has defaulted to allowing marijuana to be possessed, smoked, and consumed in public. This obviously raises public safety and health concerns.

However, Amendment 3 includes a list of permitted local ordinances banning various acts. In particular, Amendment 3 allows cities to ban recreational marijuana use in any public place. Rather than use that one-size-fits-all approach, the City of Osage beach is holding a public hearing to receive citizen input on where and when City of Osage Beach should permit public possession, smoking, and/or consumption of marijuana.

This discussion will range from highly sensitive areas (schools, playgrounds, etc.) to more common public places including sidewalks, parks, and City Hall. There will also be discussion and opportunity for input on when and how businesses in the City may

choose to ban or allow marijuana possession, smoking, and consumption on premises.

Mayor and Board of Aldermen discussion follows this public hearing on the agenda.

City Administrator Comments:

I concur with the department's recommendation.

Section 210.1800 Possession of Marijuana or Synthetic Cannabinoid.

~~A person commits the offense of possession of marijuana or any synthetic cannabinoid, as both terms are defined in Section 195.010, RSMo., if he or she knowingly possesses marijuana or any synthetic cannabinoid, except as authorized by Chapter 579 or Chapter 195, RSMo.~~

- A. The definitions used in Sections 210.1800 through 210.1830 shall be the same as used in Article XIV Section 2 of the Missouri Constitution.
- B. Offenses Involving Persons Under 21. It shall be unlawful to:
 - 1. Deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age;
 - 2. Purchase, possess, use, or transport marijuana or marijuana accessories by a person younger than twenty-one years of age;
 - 3. Consume marijuana by a person younger than twenty-one years of age;
- C. Offenses Involving Vehicles. It shall be unlawful to:
 - 1. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of marijuana. Conviction under this subsection shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not rely solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system;
 - 2. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
 - 3. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
- D. Offenses Involving Public Places and Public Safety. It shall be unlawful to:
 - 1. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on the grounds of a playground, public or private preschool or daycare facility, elementary or secondary school, institution of higher education, or in a school bus or other vehicle transporting children on behalf of any of the foregoing entities;
 - 2. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on the grounds of any correctional facility;
 - 3. Consume, smoke, or burn marijuana on the grounds of any City-owned property, including but not limited to all parks, airports, buildings, parking lots, public works facilities, and City Hall;
 - 4. Consume, smoke, or burn marijuana upon any public highway, street, sidewalk, alley, or right-of-way unless such place is expressly authorized for such use by the Board of Aldermen;
 - 5. Consume, smoke, or burn marijuana in or on any property zoned commercial or industrial unless the owner or other person in rightful control of said property (such as a lessee) posts prominent notice, citing this ordinance, at each of its entrances advising the public that marijuana may be so used on the premises;
 - 6. Smoke or burn marijuana in a location where smoking tobacco is prohibited, whether by law or by the owner or other person in rightful control of said location (such as a lessee);
 - 7. Undertake any task while under the influence of marijuana, if doing so would constitute negligence, recklessness, or professional malpractice or would endanger others;
- E. Offenses Involving Growing, Manufacturing, and Licensing. It shall be unlawful to:
 - 1. Perform solvent-based extractions on marijuana using solvents other than water, glycerin, propylene

- glycol, vegetable oil, or food-grade ethanol, unless licensed for this activity by the State of Missouri;
2. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones for private use without a valid Missouri private cultivation registration card authorizing such cultivation;
 3. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones (plants under fourteen inches tall) for private use in excess of the amounts permitted authorized by a valid Missouri private cultivation registration card;
 4. Keep twelve or more flowering marijuana plants, twelve or more nonflowering marijuana plants (over fourteen inches tall), or twelve or more clones (plants under fourteen inches tall) in or on the grounds of a private residence at one time;
 5. Keep in, or on, the grounds of a private residence an excess of three ounces of marijuana produced by privately cultivated plants, in an unlocked space, or that is visible by normal, unaided vision from a public place;
 6. Purchase, possess, consume, use, ingest, inhale, process, transport, deliver without consideration, or distribute without consideration dried, unprocessed marijuana, or its equivalent in excess of three ounces except as may be permitted by a person validly licensed by the State of Missouri to do so.
 7. Cultivate marijuana plants that are visible by normal, unaided vision from a public place.
 8. Violate the terms of any marijuana license issued by the State of Missouri.
 9. Conduct any activities or engage in any conduct involving or relating to marijuana that requires a license from the State of Missouri without a valid license for such conduct or activity.

F. Violations of this Section shall be punishable under Section 100.190 of this Code.

Section 210.1810 Possession of a Controlled Substance.

A person commits the offense of possession of a controlled substance, as defined in Section 195.010, RSMo., if he or she knowingly possesses a controlled substance ~~except as unless~~ otherwise authorized by Chapter 579, RSMo. or Chapter 195, RSMo. This ~~Section shall not prohibit possession of marijuana as defined and permitted in Article XIV Section 2 of the Missouri Constitution.~~

Section 210.1830 Unlawful Possession of Drug Paraphernalia.

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses, or possesses with intent to use, drug paraphernalia, to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance or an imitation controlled substance in violation of Chapter 579, RSMo., or Chapter 195, RSMo., ~~unless explicitly authorized by Article XIV Section 2 of the Missouri Constitution.~~

Section 210.1880 Hashish and Synthetic Cannabinoids

- A. It shall be unlawful to possess, sell, distribute, lend, rent, lease, give, exchange, display for sale, or transfer the following substances in the following quantities:
 1. Hashish in the amount of 5 grams or less;
 2. Synthetic Cannabinoids;
 3. MDPV.
- B. It shall be an affirmative defense to any violation of subsection A if the possession, sale, distribution, or transfer, is in usual course of business or practice, or in the performance of their official duties by the following persons:
 1. Persons licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
 2. Persons who procure controlled substances:
 - i. For handling by or under the supervision of persons employed by them, who are licensed

- under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
- ii. ii. For the purpose of lawful research, teaching or testing and not for resale.
3. Hospitals and other institutions which procure controlled substances for lawful administration by persons described in Subsection A.
 4. Officers or employees or appropriate enforcement agencies of federal, state or local governments, pursuant to their duties in enforcing the provisions of this Chapter.
 5. Lawfully licensed manufacturers and wholesalers of controlled substances.
 6. Carriers and warehousemen lawfully handling or distributing lawful controlled substances or drugs.

C. Definitions

“MDPV” means any substance containing the following, regardless of whether the substance is marketed as bath salts or otherwise:

3,4-Methylenedioxyprovalerone;

Methylone;

Mephedrone;

4-methoxymethcathinone;

4-Fluoromethcathinone; or

3-Fluoromethcathinone;

MDPV is commonly known by a number of names including, but not limited to, White Rush, Cloud 9, Ivory Wave, Ocean, Charge, Plus, White Lightening, Scarface, Hurricane Charlie, red Dove or White Dove

"Synthetic cannabinoid" means any natural or synthetic material, compound, mixture, or preparation, whether described as tobacco, herbs, incense, “Spice,” “K2” or any blend thereof, that contains any quantity of a substance that is a cannabinoid receptor agonist, including but not limited to any substance listed in RSMo. §195.017 .2(4)(II) and any analogues, homologues; isomers, whether optical, positional, or geometric; esters; ethers; salts; and salts of isomers, esters, and ethers, whenever the existence of the isomers, esters, ethers, or salts is possible within the specific chemical designation, including:

2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol (also known as CP47,497) and homologues;

(6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol(also known as HY-211 or Dexanabinol);

1-Pentyl-3-(1-naphthoyl)indole (also known as Jwh-018); or

Butyl-3-(1-naphthoyl)indole (also known as JWH-073).

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Cole Bradbury, City Attorney
Presenter: Cole Bradbury, City Attorney

Agenda Item:
Discussion - Marijuana Proposed Ordinance Modifications

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Yes -Staff would like to address this topic in a timely manner ahead of season.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
With the passage of Amendment 3 legalizing marijuana, the law has defaulted to allowing marijuana to be possessed, smoked, and consumed in public. This obviously raises public safety and health concerns.

However, Amendment 3 includes a list of permitted local ordinances banning various acts. In particular, Amendment 3 allows cities to ban recreational marijuana use in any public place. Rather than use that one-size-fits-all approach, the City of Osage beach is holding a public hearing to receive citizen input on where and when City of Osage Beach should permit public possession, smoking, and/or consumption of marijuana.

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choose to ban or allow marijuana possession, smoking, and consumption on premises.

A public hearing precedes this discussion on the agenda.

City Administrator Comments:

I concur with the department's recommendation.

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- B. It shall be an affirmative defense to any violation of subsection A if the possession, sale, distribution, or transfer, is in usual course of business or practice, or in the performance of their official duties by the following persons:
 1. Persons licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
 2. Persons who procure controlled substances:
 - i. For handling by or under the supervision of persons employed by them, who are licensed

- under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
- ii. ii. For the purpose of lawful research, teaching or testing and not for resale.
3. Hospitals and other institutions which procure controlled substances for lawful administration by persons described in Subsection A.
 4. Officers or employees or appropriate enforcement agencies of federal, state or local governments, pursuant to their duties in enforcing the provisions of this Chapter.
 5. Lawfully licensed manufacturers and wholesalers of controlled substances.
 6. Carriers and warehousemen lawfully handling or distributing lawful controlled substances or drugs.

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“MDPV” means any substance containing the following, regardless of whether the substance is marketed as bath salts or otherwise:

3,4-Methylenedioxyprovalerone;

Methylone;

Mephedrone;

4-methoxymethcathinone;

4-Fluoromethcathinone; or

3-Fluoromethcathinone;

MDPV is commonly known by a number of names including, but not limited to, White Rush, Cloud 9, Ivory Wave, Ocean, Charge, Plus, White Lightening, Scarface, Hurricane Charlie, red Dove or White Dove

"Synthetic cannabinoid" means any natural or synthetic material, compound, mixture, or preparation, whether described as tobacco, herbs, incense, “Spice,” “K2” or any blend thereof, that contains any quantity of a substance that is a cannabinoid receptor agonist, including but not limited to any substance listed in RSMo. §195.017 .2(4)(II) and any analogues, homologues; isomers, whether optical, positional, or geometric; esters; ethers; salts; and salts of isomers, esters, and ethers, whenever the existence of the isomers, esters, ethers, or salts is possible within the specific chemical designation, including:

2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol (also known as CP47,497) and homologues;

(6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol (also known as HY-211 or Dexanabinol);

1-Pentyl-3-(1-naphthoyl)indole (also known as Jwh-018); or

Butyl-3-(1-naphthoyl)indole (also known as JWH-073).

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Frederick Gregory, Parks and Recreation Manager
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 23-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 25-year agreement with the Missouri Department of Conservation to assist the City with the management and maintenance of the City Park Pond. *First Reading*

Requested Action:

First Reading of Bill #23-26

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 - We would like to have the Conservation Departments help getting the vegetation in the pond under control before we get into summer.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The vegetation in the pond during the 2022 season was very unsightly and made fishing in some areas difficult. Park staff attempted to eliminate the vegetation, but do not have a background in pond management. This agreement was discussed in the past with prior Park Management, but did not move forward due to certain access restrictions at that time. These restrictions are no longer in place and partnering with the Department of Conservation will be extremely beneficial to the Parks & Recreation Department for management of the City Park Pond.

This agreement also opens up additional grant opportunities with the Missouri Department of Conservation. Our new Park Master Plan was recently completed and this would provide the possibility for financial assistance for future improvements in the pond area.

We therefore recommend approval.

City Attorney Comments:

No comments. Per City Code 110.230, Bill 23-26 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH A 25-YEAR AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION TO ASSIST THE CITY WITH MANAGEMENT AND MAINTENANCE OF THE CITY PARK.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Missouri Department of Conservation, to assist the City with management and maintenance of the City Park, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.26 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:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.26

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

**AGREEMENT BETWEEN THE
CITY OF OSAGE BEACH
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20_____, by and between the CITY OF OSAGE BEACH (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Camden County with a 6-acre lake known as Osage Beach City Park Lake that is used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. CITY RESPONSIBILITIES. The City agrees to:

- A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
- B. Provide Area maintenance as specified in attached Exhibit B.
- C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
- D. Provide adequate law enforcement and protective services, as much as the City jurisdiction permits, for the safety and well-being of the Area’s users and facilities.
- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Osage Beach City Park Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one

hundred and twenty days prior to any applicable termination date.

- E. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF OSAGE BEACH

MAYOR

Attest:

City Clerk

EXHIBIT A

BOOK 0483 PAGE 0837 SPECIAL WARRANTY DEED

THIS INDENTURE, Made and entered into effective the 18 day of August
A.D., Nineteen Hundred and Ninety-Nine, by and between UNION ELECTRIC COMPANY
d/b/a AmerenUE, P.O. Box 66149, St. Louis, Missouri 63166-6149, at the City of St. Louis,
State of Missouri, a corporation organized and existing under the laws of the State of
Missouri, (Grantor) and CITY OF OSAGE BEACH of the County of Camden, State of
Missouri, (Grantee) [Mailing address is 1000 City Parkway, Osage Beach, MO 65065]:

WITNESSETH, THAT THE GRANTOR in consideration of the payment to it of the
sum of TEN DOLLARS and other valuable consideration by the Grantees (the receipt of
which by the Grantor is hereby acknowledged), does by these presents, Covenants and Sell,
Convey and Confirm unto the Grantees, and their heirs, successors and assigns the
following described lots, tracts, or parcels of land lying, being, and situate in the County of
Camden and State of Missouri, to-wit:

A tract of land in part of Sections 6 and 7 in Township 39 North, Range 15
West, Camden County, Missouri, and being more particularly described as:

Beginning at a point being the Northwest Corner of the South half of Lot 1 of
the Southwest Quarter of said Section 6 said point also being a point in the
Southwest Right of Way of the 30 foot wide County (Fish Hatchery) Road
Number 54-25, thence North 89 Degrees 35 Minutes 53 Seconds
East 1323.22 feet to a point, thence South 88 Degrees 38 Minutes 58
Seconds East 656.01 feet to a point, thence South 00 Degrees 23 Minutes 53
Seconds West 1006.06 feet to a point, thence North 88 Degrees 58 Minutes
47 Seconds West 660.78 feet to a point, thence South 89 Degrees 47 Minutes
54 Seconds West 664.20 feet to a point, thence South 00 Degrees 20 Minutes
01 Seconds West 328.80 feet to a point in the North line of said Section 7,
thence along said line North 89 Degrees 40 Minutes 24 Seconds West
324.71 feet to a point, thence departing said North line of Section 7 South
00 Degrees 19 Minutes 04 Seconds West 328.01 feet to a point, thence North
89 Degrees 40 Minutes 24 Seconds West 330.11 feet to a point, thence South
00 Degrees 19 Minutes 05 Seconds West 658.39 feet to a point, thence North
89 Degrees 40 Minutes 24 Seconds West 390.21 feet to a point, thence South
00 Degrees 18 Minutes 57 Seconds West 1302.36 feet to a point to be later
referred to as Point "A" said point also being the 665 foot U.S.G.S. contour
line of the Lake of the Ozarks, thence along said 665 contour line South
87 Degrees 28 Minutes 22 Seconds West 106.49 feet to a point, thence South
76 Degrees 52 Minutes 07 Seconds West 65.32 feet to a point, thence South
69 Degrees 08 Minutes 12 Seconds West 87.81 feet to a point, thence North
87 Degrees 23 Minutes 08 Seconds West 50.05 feet to a point, thence North
88 Degrees 43 Minutes 28 Seconds West 66.20 feet to a point, thence North
62 Degrees, 05 Minutes 28 Seconds West 34.23 feet to a point, thence North
24 Degrees 23 Minutes 18 Seconds West 51.12 feet to a point, thence North
07 Degrees 19 Minutes 58 Seconds West 63.16 feet to a point, thence North
03 Degrees 01 Minutes 18 Seconds West 133.38 feet to a point, thence North
06 Degrees 03 Minutes 52 Seconds East 72.02 feet to a point, thence North
15 Degrees 32 Minutes 12 Seconds East 375.70 feet to a point, thence North
14 Degrees, 54 Minutes 48 Seconds West 152.61 feet to a point, thence
North 07 Degrees 23 Minutes 22 Seconds East 134.12 feet to a point, thence
North 22 Degrees 27 Minutes 12 Seconds East 140.36 feet to a point, thence
North 29 Degrees 41 Minutes 22 Seconds East 118.16 feet to a point, thence
North 01 Degrees 58 Minutes 08 Seconds West 88.76 feet to a point, thence
South 48 Degrees 54 Minutes 22 Seconds West 24.18 feet to a point, thence
South 32 Degrees 56 Minutes 52 Seconds West 126.94 feet to a point, thence
South 73 Degrees 39 Minutes 32 Seconds West 31.31 feet to a point, thence
North 60 Degrees 04 Minutes 15 Seconds West 243.36 feet to a point, thence
South 39 Degrees 44 Minutes 32 Seconds West 151.44 feet to a point, thence
South 45 Degrees 17 Minutes 32 Seconds West 115.00 feet to a point later to
be referred to as Point "B", thence departing said 665 contour line South
89 Degrees 42 Minutes 55 Seconds West 15.00 feet to a point, thence North
00 Degrees 23 Minutes 20 Seconds East 969.83 feet to a point, thence South
89 Degrees 40 Minutes 24 Seconds East 390.29 feet to a point, thence North
00 Degrees 18 Minutes 08 Seconds East 327.59 feet to a point in the North

line of aforesaid Section 7, thence along said line South 89 Degrees 40 Minutes 24 Seconds East 485.01 feet to a point, thence departing said North line of Section 7 North 45 Degrees 34 Minutes 18 Seconds East 414.20 feet (deed North 45 degrees East 417 feet, more or less; old deed North 44 degrees 45 minutes 34 seconds East 415.72 feet) to a point, thence North 00 Degrees 24 Minutes 46 Seconds East 1035.88 feet to the point of beginning containing 91.42 acres. EXCEPTING THEREFROM any portion of the above described property taken or used for road purposes.

Also an easement to the 662 foot U.S.G.S. contour line being more particularly described as beginning at aforesaid Point "A", thence South 00 Degrees 19 Minutes 57 Seconds West to its intersection with the 662 foot U.S.G.S. contour line, thence Westward and Westward and Northward along said 662 foot contour line with its meanderings to a point distant North 89 Degrees 42 Minutes 55 Seconds East from aforesaid Point "B", thence South 89 Degrees 42 Minutes 55 Seconds West to said Point "B" being the 665 foot U.S.G.S. contour line, thence eastward thence southward thence eastward with its aforescribed meanderings to said Point "A" being the point of beginning. Said easement is for use and access to Lake of the Ozarks.

Subject to all restrictions, reservations, conditions and easements of record and to all existing roads and power lines, whether of record or not.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantees and unto their heirs, successors and assigns, forever; the said Union Electric Company d/b/a AmerenUE hereby covenanting that it and its successors will warrant and defend the title to the said premises unto the Grantees and unto their heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or undersaid Grantor.

RESERVING, HOWEVER, UNTO Grantor, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, the perpetual rights and easements described in Paragraphs (a) and (b) below in and to the Premises to wit;

(a) To back water over or under, submerge, flood or otherwise damage said Premises through backwater or otherwise, whether caused by flooding, erosion, seepage, ground water, lack of drainage, obstructed drainage, or in any manner whatever, resulting from the construction, reconstruction, operation and maintenance by Grantor, its successors and assigns, or by the United States Government or by any other Licensee of the Bagnell Dam, power plant and works appurtenant thereto located in, across or adjacent to the Osage River at approximately mile 81.5 on said river in Miller County, Missouri, and constructed in accordance with plans approved by the Federal Power Commission for Project No. 459, currently operated under the Federal Energy Regulatory Commission License issued on April 9, 1981, or any renewal thereof, or resulting from the construction, operation, and maintenance, by them or any of them, of any other dam or reconstructed dam and power plant and works appurtenant thereto, at or near said site.

(b) To have rights of ingress and egress, to enter and re-enter upon, to clear and to keep clear of trees and other objects such portion or portions of said lands as is required by the license issued for said Project No. 459.

To have and to hold the aforesaid easements in, upon, over and to the Premises hereby conveyed, with all the rights, privileges and appurtenances thereto belonging or in

any way appertaining, unto the said Grantor, its successors and assigns, so long as any of the said Premises shall be wholly or partially and/or continuously or intermittently submerged or affected by said waters throughout the full period of the maintenance by the said Grantor, its successors or assigns, of said dam or any other or any reconstructed dam at or near said site, under the license heretofore issued for said Project No. 459, or under any license which may hereafter be issued to Grantor, its successors or assigns, and throughout the full period of the maintenance of such dam or any other dam or any reconstructed dam by the United States Government after the expiration of such license or licenses or its future licensees;

IT IS FURTHER PROVIDED, this conveyance is made subject to the following covenants, running with the land, to wit;

1. The use of the Premises conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with the Grantor's hydroelectric Project No. 459 operated under Federal Energy Regulatory Commission License issued on April 9, 1981 and;

2. The Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed Premises will occur in a manner that will protect the scenic, recreational, and environmental values of said Project No. 459.

3. Grantee agrees that said property will be used as a park or other public purpose. If the property ceases to be used as a park or other public purpose the property shall immediately revert back to Grantor, its successors or assigns, at their option. If the Grantor, its successors or assigns accepts the property, it will refund the original purchase price to the Grantee.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the Grantee, and its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Party of the First Part has caused these presents to be signed by its Vice President and attested by its Corporate Secretary and its corporate seal to be hereto affixed, all effective the day and year first above written.



UNION ELECTRIC COMPANY d/b/a AmerenUE

By

Michael J. Montaria
Michael J. Montaria, Vice President

[Signature]
Assistant Secretary

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

On this 18th day of August, A.D., 1999, before me appeared Michael J. Montana to me personally known, who, being by me duly sworn, did say that he is a Vice president of Union Electric Company d/b/a AmerenUE, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



Renee M. Reynolds
Notary Public in and for said County and State

My commission expires

RENEE M. REYNOLDS
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAY 2, 2001

RMR/cjs
redocs\legal\vmr-spwadeed-city of osage beach2
8/17/99

Sale of Fish Hatchery property to City of Osage Beach

Approved: Re. Operations

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Real Estate

JP 8/17/99 Donnie Snelling 8/17/99

Approved: Re. Legal Form and Regulatory Bodies

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Mortgages

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Insurance

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Environmental

Special Warranty Deed approved on Contract of Sale on 9/1/98

BOOK 0483 PAGE 0837



RMR/cjs

S. Missouri, County of Camden, SS
FILED FOR RECORD
This 19 day of Aug 1999
at 2:14 O'clock P.M. and is now
Recorded in BOOK 483 PAGE 837
DONNIE SNELLING
RECORDER CAMDEN COUNTY, MO.
<i>Jessie Shuman</i>
Deputy
Ellar-Smyth Co., Springfield, Mo. - W-7988
30

PM-LT

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 2) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 4) Control grass on roads and parking areas and around traffic control barriers (if present).
- 5) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 6) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-27 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a 3 year Janitorial Services contract with Lake Clean Queens LLC for an amount not to exceed \$68,000. *First Reading*

Requested Action:

First Reading of Bill #23-27

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - The new company will start on June 1st.

Budgeted Item:

Yes

Budget Line Information (if applicable):

See attached spreadsheet for breakdown of costs

Department Comments and Recommendation:

Over the past 6 to 8 months, we had multiple problems with the cleaning crew that was under contract to clean various city buildings. They provided notice that their last day would be 03/31/2023, but unfortunately, I was unable to secure the services of a new company until 06/01/2023. In the absence of a cleaning crew, the Building Department, Public Works, and Airport Staff are doing the best we can to keep our buildings and bathroom facilities clean.

We bid these services out in January knowing that a change was likely coming. The bids were opened in February. The City only received one bid. Lake Clean Queens bid was for \$68,000 per year to clean everything listed in the attached Exhibit A. Our previous vendor had a contract that paid them \$47,000 yearly. This price is significantly higher than what was budgeted. That said, I have checked all of their references and this company comes very highly recommended.

This service affects so many departments, I thought it would be easier to provide you with a spreadsheet that breaks out the costs and budget rather than listing it above. Because the cost for these services is so much higher than what was paid to our previous vender, there are several budget amendments that will be necessary sometime later in the year. Jeana will bring you these amendments for approval later in the year prior to us going over budget in any of the accounts listed on my spreadsheet. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-27 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAKE CLEAN QUEENS, LLC FOR CLEANING SERVICES, FOR A YEARLY NOT TO EXCEED AN AMOUNT OF \$68,000.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Lake Clean Queens, LLC substantially under the terms set forth in the attached contract identified as Exhibit A

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Sixty-Eight Thousand dollars (\$68,000.00)

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 and after the date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.27 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.27.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

March-23

**City Of Osage Beach Janitorial Service Breakdown
New Janitorial Contract Impact on 2023 Budget**

General Ledger					
<u>Department</u>	<u>Account #</u>	<u>New Monthly Cost</u>	<u>2023 Estimated</u>	<u>2023 Budget</u>	<u>Variance</u>
City Hall	10-09-742000	\$2,989.17	\$ 27,334.19	\$ 25,664.00	\$ 1,670.19
Trans	20-00-742000	\$519.16	\$ 4,747.11	\$ 4,200.00	\$ 547.11
Water	30-00-742000	\$519.16	\$ 4,747.11	\$ 4,200.00	\$ 547.11
Sewer	35-00-742000	\$519.17	\$ 4,747.18	\$ 4,200.00	\$ 547.18
LCF	45-00-742000	\$742.00	\$ 6,485.93	\$ 6,500.00	\$ (14.07)
GG	47-00-742000	\$378.00	\$ 3,304.17	\$ 3,500.00	\$ (195.83)
		\$5,666.66			

City of Osage Beach
RFP FORM

Proposal for **Osage Beach Janitorial Services**

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: Lake Clean Queens LLC
Company Name
DATE SUBMITTED: 2/16/23

Your Bid

\$ 78,000 price for all Services listed in Exhibit A. in addition to Expanded

\$ 108,000 price for Expanded Services.

\$ 25 per hour cleaning for any additional services not listed. (Used for emergency service requests and special projects) per MAN hour

Response time is very important to the city; please provide us with the address from which your personnel will be responding to emergency service requests.

N/A

LICENSE or CERTIFICATE NUMBER, if applicable _____

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

Jason Boscherf - 636-474-9878
DAVE LEATHERS - (Showcase) 573-365-2323
RYAN Gattermier - (Exp) 573-746-0133
Nicole Ferris - 636-751-8318

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the **Osage Beach Janitorial Service** RFP documents and Exhibit A- specifications for the Janitorial Service. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company Lake Clean Queens LLC By Chara L. Lisenbee
(Authorized Representative)

Address PO Box 1646
Camdenton MO 65820
CHARA L Lisenbee
(Print or type name and title)

Phone 573-280-9983 (office) Email lakecleanqueens@gmail.com
FAX — Date 2/15/23

INVITATION TO BID
FOR JANITORIAL SERVICE
CITY OF OSAGE BEACH, MISSOURI

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Terms for Successful Bidder

A single Company will be selected to service City Hall, Police Department, Public Works and Airports (2). The following locations:

City Hall and Police Department - 1000 City Parkway, Osage Beach MO 65065

Public Works - 5757 Chapel Dr., Osage Beach MO 65065

Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65020

Grand Glaze Airport - 957 Airport Rd, Osage Beach MO 65065

The company will be required to invoice monthly. All invoices shall be mailed to City Hall 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services.

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

➤ City Hall Building

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
- e. Empty trash receptacles and replace with new trash liners.

Jail Cells

- a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- b. Sweep and mop all tile floors using disinfectant on floors.

Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

- a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
- b. Turn off any lights that you turned on. Lock any doors that you unlocked.
- c. Disinfect all door handles, knobs and push bars.
- d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

- a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.

- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

- a. Clean as described in stairwells/vestibules.
- b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

- a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)
- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- e. Empty trash receptacles and replace with new trash liners.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- **Unfinished area on the lower level shall be swept once per month.**

➤ **Public Works**

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables.
- b. Clean interior glass surfaces not including outside windows.
- c. Sweep and mop all tile and vinyl floors.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe down vending machines.
- c. Sweep and mop all tile floors using disinfectant.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Empty and replace with new trash liners inside and outside, including ashtrays.
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Empty and replace with new trash liners.

Bay area

- a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper, and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

➤ **Lee C. Fine and Grand Glaize Airport**

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper, and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
- i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

- a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean and shine drinking fountains.
- d. Sweep and mop all tile floors using disinfectant on floors.
- e. Vacuum all carpeted areas, including area rugs.
- f. Turn off any lights that you turned on. Lock any doors that you unlocked.
- g. Disinfect all door handles, knobs, and push bars.
- h. Dust and disinfect all handrails and guardrails.
- i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.



CITY OF OSAGE BEACH JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Lake Clean Queens LLC (“**Contractor**”), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

- a. **“Work”** shall mean all of the work described in the attached Exhibit A.
- b. **“Term”** shall mean both the **“Initial Term”** of June 1, 2023 through May 31, 2024, the **“First Renewal Term”** of June 1, 2024 through May 31, 2025, and the **“Second Renewal Term”** of June 1, 2025 through May 31, 2026.

2. **Contractor’s Obligations.**

- a. *Term.* Contractor hereby agrees to perform the Work during the Initial Term. The City may extend this Agreement for the Renewal Terms on the terms herein by giving written notice to Contractor no later than April 1 prior to the commencement of each Renewal Term.
- b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.

- c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.
- e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.
- g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: Chara Lisenbee.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:
 - i. \$68,000.00 per year, payable in twelve equal monthly installments;
 - ii. \$25.00 per hour for additional services requested by the City.

City will pay Contractor on the first Friday of the month following the month in which services were rendered.

- b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.
- f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See R.S.Mo. § 285.530.*
10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See Mo. A.G. Opinion 138-87 (1987).*
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Contractor that material be treated as proprietary or confidential.
13. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.

14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk

1000 City Parkway

Osage Beach, MO 65065

For Contractor:

Chara Lisenbee

PO Box 646

Camdenton, MO 65065

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

25. **Additional Safety Requirements.** Contractor must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

IV. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH, MISSOURI

CONTRACTOR:
LAKE CLEAN QUEENS LLC

BY: Michael Harmison **Date**
ITS: Mayor

BY: **Date**
ITS:

Attest:

BY: Tara Berreth **Date**

ITS: City Clerk

EXHIBIT A

SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

City Hall and Police Department - 1000 City Parkway, Osage Beach MO 65065

Public Works - 5757 Chapel Dr., Osage Beach MO 65065

Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65020

Grand Glaze Airport – 957 Airport Rd, Osage Beach MO 65065

The Contractor will be required to invoice monthly. All invoices shall be mailed to City Hall 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed.

Contractor shall have access to janitorial closet at each location indicated above. Contractor shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Contractor will notify the City when the supply stock is nearing completion.

CITY HALL BUILDING

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
- e. Empty trash receptacles and replace with new trash liners.

Jail Cells

- a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- b. Sweep and mop all tile floors using disinfectant on floors.

**Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area
Room 209, Police Records/Front Desk area**

- a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
- b. Turn off any lights that you turned on. Lock any doors that you unlocked.
- c. Disinfect all door handles, knobs and push bars.
- d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

- a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.
- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall**Lobby Areas**

- a. Clean as described in stairwells/vestibules.
- b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

- a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)

- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- e. Empty trash receptacles and replace with new trash liners.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- a. Unfinished area on the lower level shall be swept once per month.

PUBLIC WORKS

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables.
- b. Clean interior glass surfaces not including outside windows.
- c. Sweep and mop all tile and vinyl floors.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe down vending machines.
- c. Sweep and mop all tile floors using disinfectant.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Empty and replace with new trash liners inside and outside, including ashtrays.
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant.
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Empty and replace with new trash liners.

Bay area

- a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper, and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

LEE C. FINE AND GRAND GLAIZE AIRPORTS

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper, and disposable products.

- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
- i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

- a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean and shine drinking fountains.
- d. Sweep and mop all tile floors using disinfectant on floors.
- e. Vacuum all carpeted areas, including area rugs.
- f. Turn off any lights that you turned on. Lock any doors that you unlocked.
- g. Disinfect all door handles, knobs, and push bars.
- h. Dust and disinfect all handrails and guardrails.
- i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a new Master Services agreement with LOR Engineering, LLC d/b/a Cochran. *First Reading*

Requested Action:

First Reading of Bill #23-28

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

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is for the approval of the updated Master Services agreement with Cochran Engineering. This new version of the contract is for one year with 2 more optional years. It also removes their restrictions on working with other clients within Osage Beach and provides an updated fee schedule. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-28 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with LOR Engineering LLC, dba Cochran form substantially similar in terms and content contained in the engagement letter attached to this ordinance as Exhibit "A."

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.28 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:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.28

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Master Agreement ("Master Agreement") is entered into on _____, 2023, by and between **City of Osage Beach** (hereinafter "Client") and **LOR Engineering, LLC d/b/a Cochran** (hereinafter "Cochran").

Client has determined that it would benefit from hiring Cochran to provide Professional Engineering Services ("Engineering Services") on an as-needed or continuing basis for the Client; and

Cochran represents and warrants that Cochran is a registered professional engineering company and is authorized to do business in the State of Missouri; and

Client and Cochran agree that the terms and conditions set forth herein shall govern any and all Engineering Services provided by Cochran for Client unless otherwise specifically agreed in writing by both parties.

The price, scope of work, and other details specific to any Engineering Services to be provided by Cochran for Client shall be set forth in a Work Order, which shall be executed by authorized by representatives of both parties prior to Cochran commencing work under the Work Order.

In the event of any conflict between a Work Order, this Master Agreement, or Cochran's Response to any Request for Proposal, the terms of the Work Order shall control over the other documents, and this Master Agreement shall control over Cochran's Response to any Request for Proposal.

1. Pricing/Invoicing for Engineering Services:

- a. Unless otherwise agreed on any Work Order, Cochran shall be reimbursed for all expenses incurred in performing its work and shall be paid for its services based upon hourly rates for labor pursuant to the Schedule of Hourly Rates and Expenses attached hereto as Exhibit A. In the event that the Work Order provides that Cochran will perform its work for a lump sum amount, Cochran will be paid based upon the percentage of work completed during each pay period.
- b. Cochran may revise the Schedule of Hourly Rates and Expenses on an annual basis effective January 1 of each calendar year. Cochran will submit a revised Exhibit A to Client in December of each year that this Master Agreement is in effect. Unless otherwise covered in a Work Order, the delivery of a revised Exhibit A shall not affect the hourly rates and expenses of any work performed under any existing Work Orders unless the Engineering Services under a Work Order could have been completed prior to the end of the calendar year but for delays attributable to, or the responsibility of, Client.
- c. Actual reasonable expenses incurred by the Cochran directly related to the Engineering Services shall be paid by Client. The expenses may include (but are not limited to):
 - Printing, Plotting, Copying, Mailings (billed at actual cost)
 - Newspaper Advertising (billed at actual cost)
 - Mileage (billed at the then-current IRS rate per mile)

- Geotechnical or other Professional Consulting Services (billed at actual cost plus Cochran's then-standard markup on subconsultant costs)
 - Rental of Special Equipment (billed at actual cost)
 - Permit fees (billed at actual cost)
 - Third-party vendor provided equipment, software and appurtenances (billed at actual cost)
 - Lodging and meals (billed at actual cost)
- d. Cochran will submit its invoices/applications for payment (hereinafter "Invoice") to Client on at least a monthly basis.
- e. In the event of termination of any Work Order for any reason, Cochran will be paid for all Engineering Services performed, and all expenses incurred, through the date of Cochran's receipt of the notice of the termination.

2. Client's Responsibilities:

- a. Provide Cochran with appropriate, written confirmation that Client's execution of this Master Agreement and any Work Orders have been properly authorized as required by law (including, but not limited to, ordinances and statutes with respect to authorization of public entities to enter into contracts, and any applicable public bidding requirements) and/or by Client's applicable governing documents. If Client is a governmental entity, Cochran can require Client to provide this written confirmation from Client's attorney prior to Cochran starting work under this Master Agreement or any Work Order.
- b. If Client is a governmental entity, Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Cochran and Cochran's consultants, officers, directors, members, managers, employees, insurers, agents and representatives harmless from any and all claims, losses, damages, liabilities, fees, fines, penalties, expenses or costs of any kind or nature (including, but not limited to, reasonable attorney's fees) arising out of or relating to any alleged violation by Client of any public bidding requirements or other legal requirements with respect to this Master Agreement or any Work Order.
- c. Pay Cochran's Invoices within thirty (30) calendar days after delivery of said Invoice to Client. Interest shall accrue on late payment of any Invoice at the rate of 1.5% per month. Client must provide written notice of all reasons why payment in full is not being made against any Invoice or Client shall be deemed to have waived any objection to Invoice. Client shall make payment of the undisputed portion of any Invoice. If Client fails to timely pay in full any Invoice, Cochran may immediately, without waiving any other rights it may have, suspend work pending receipt of payment and/or resolution of the payment dispute.
- d. Designate in writing a person to act as Client's representative with respect to each Work Order. Such person will have complete authority to act on Client's behalf; including, but not limited to, transmit instructions, receive information, interpret and define Client's

design criteria, policies, needs and decisions with respect to the Engineering Services, and to modify the scope of the Engineering Services.

- e. Timely provide all design criteria and information to Cochran with respect to Client's requirements for the Engineering Services under each Work Order; including, but not limited to, design objectives and constraints, space requirements and limitations, capacity and performance requirements, and any budgetary limitations.
- f. Provide all available information to Cochran in Client's possession or control that is pertinent to the Engineering Services to be provided under each Work Order; including, but not limited to, previous engineering reports and analyses, as-built drawings, and prior designs or engineering work product.
- g. Client agrees that Cochran is entitled to rely upon any information provided to Cochran by or on behalf of Client, that Cochran is entitled to assume that any such information is accurate, complete, and in compliance with applicable rules, regulations, codes and laws.
- h. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Cochran and Cochran's consultants, officers, directors, members, managers, employees, insurers, agents and representatives harmless from any and all claims, damages, liabilities, fees, fines, penalties, expenses or costs of any kind or nature (including, but not limited to, reasonable attorney's fees) arising out of or relating to any errors, omissions, inaccuracies or code violations contained within the information provided to Cochran by or on behalf of Client, and/or Client's breach of any of its other obligations under this Master Agreement or any Work Order.
- i. Client agrees to arrange for and/or provide access to, and make all necessary provisions for Cochran to enter upon Client's property as reasonably necessary for Cochran to perform the Engineering Services.
- j. Review and timely act upon or approve all designs, plans, estimates, studies, reports and other documents presented to Client by Cochran (including, but not limited to, obtaining the advice of attorneys, insurance representatives and other consultants as Client deems appropriate with respect to such review and consideration).
- k. Attend and participate in any meetings and/or inspections reasonably requested by Cochran.

3. Cochran's Responsibilities:

- a. Provide Engineering Services as more fully identified in any Work Order using the care and skill ordinarily used by members of Cochran's profession practicing under similar conditions at the same time and in the same locality.
- b. Client acknowledges that there may be projects or needs for Engineering Services which are outside Cochran's capability. In such circumstances, Cochran may subcontract for

said services to be performed by a licensed, qualified engineering consultant and Cochran will invoice Client for the amounts due said consultant plus Cochran's then-standard markup on consultant costs. Cochran's role, if any, with respect to such services shall be addressed in any applicable Work Order.

- c. Cochran shall disclose in writing to Client any interest that Cochran may have in any of Client's operations or business, and during the term of this Master Agreement Cochran shall not acquire any interest, directly or indirectly, which would conflict with Client's known interests. If Client is a governmental entity, Client acknowledges and agrees that Cochran is free to perform Engineering Services and other work for other clients who live or work within Client's jurisdiction – provided that such Engineering Services and other work are not in conflict with Client's laws or ordinances.
- d. Cochran agrees that it shall not discriminate on the grounds of, or because of, race, creed, color, age, sex, national origin or ancestry, political affiliation or beliefs, religion or handicap.
- e. Cochran shall comply with all applicable Federal, State and local laws and regulations relating to unauthorized aliens. Cochran acknowledges that R.S. Mo. Section 285.530 prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. If required by R.S. Mo. Section 285.530(2), Cochran agrees to execute the affidavit attached hereto as Exhibit B.
- f. Cochran agrees, to the fullest extent permitted by law, to defend, indemnify and hold Client and Client's officials, officers, directors, members, managers, employees, insurers, agents and representatives harmless from any and all claims, damages, liabilities, fees, fines, penalties, expenses or costs of any kind or nature (including, but not limited to, reasonable attorney's fees) arising out of or relating to Cochran's breach of its obligations under this Master Agreement or any Work Order.

4. General Terms:

- a. **Term.** This Master Agreement shall be in effect through the end of the calendar year (3) years from the date that this Master Agreement was signed by Client, unless earlier terminated pursuant to the terms of this Master Agreement.
- b. **Termination for Cause.** Either Party may terminate this Master Agreement or any Work Order(s) for cause if: (1) the other Party has materially breached the terms of this Master Agreement or any Work Order; (2) the other Party has failed to take reasonable steps to cure its breach within five (5) working days after receipt of a written Notice of Intent to Terminate from the non-breaching party; and (3) the terminating Party sends written Notice of Termination to the other Party after expiration of the cure period. Any Termination for Cause that is later found to be improper for any reason shall be automatically converted into a Termination for Convenience.

- c. **Confidentiality.** If Client requests Cochran in writing to maintain confidentiality with respect to the Engineering Services, Cochran shall not disclose or otherwise make available to any third-party any reports, data, information or work product (including, but not limited to, any information provided to Cochran by Client) without the prior written consent/approval of Client.
- d. **Ownership of Work Product.** Upon Client's payment to Cochran, all documents (including, but not limited to, plans and specifications – hereinafter collectively "Work Product") prepared by or on behalf of Cochran under this Master Agreement and any Work Orders are, and shall remain, the property of Client. Client may use said Work Product on or for any Project – however, Owner accepts all risks and liabilities when using the Work Product on or for any Project for which the Work Product was not specifically prepared. Cochran shall be permitted to retain copies of all such Work Product, including reproducible copies. Client will defend, indemnify and hold Cochran and Cochran's consultants, officers, directors, members, managers, employees, insurers, agents and representatives harmless from any and all claims, damages, liabilities, fees, fines, penalties, expenses or costs of any kind or nature (including, but not limited to, reasonable attorney's fees) arising out of or relating to Owner's modification or re-use of any Work Product without Cochran's written consent or authorization.
- e. **Professional Liability Insurance.** Cochran shall procure and maintain professional liability insurance to protect Cochran from liability arising out of the negligent acts, errors or omissions of Cochran and anyone for whom Cochran is legally responsible, arising out of the performance of Engineering Services under this Master Agreement or any Work Order. The professional liability insurance coverage shall not be for less than \$2,000,000 for each claim and in the annual aggregate. Cochran shall also procure and maintain at least \$3,000,000 in excess insurance coverage for professional liability claims.
- f. **Other Insurance.** Cochran shall also procure and maintain the following insurance coverages:
1. General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$2,000,000 for each accident.
 3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- g. **Governing Law.** The validity, interpretation and performance of this Master Agreement and any Work Orders shall be governed by the laws of the State of Missouri; including,

but not limited to, its statutes of limitation and repose, but without regard to conflicts of laws principles.

- h. **Attorney's Fees.** The prevailing party in any litigation arising out of or related to this Master Agreement or any Work Order, or the alleged breach thereof, or the Engineering Services, shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and/or court costs (at the trial and all appellate levels); including costs and attorney's fees related to any collection efforts. Determination of which party prevailed shall be made by the judge. The determination shall be made by reviewing the claims resolved at trial (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing that amount to the amount requested by that party at the trial. If that party received less than 50% of the amount it sought, then the other party prevailed. If that party receives more than 50% of the amount it sought, then it prevailed. The judge may (but is not required to) consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as the judge deems appropriate. In making the determination of which party prevailed, the judge shall take into consideration the last settlement offers and settlement demands made prior to the start of the trial.
- i. **Mutual Waiver of Consequential Damages.** Client and Cochran waive any and all claims against each other for consequential damages arising out of or relating to this Master Agreement, any Work Orders, the alleged breach thereof, or the Engineering Services.
- j. **Limitation of Liability.** The total liability of Cochran for any actions, damages, claims, demands, judgments, fines, penalties, losses, costs, or expenses of any kind or nature (including, but not limited to, attorney's fees) arising out of or resulting from Cochran's negligent acts, errors, omissions and/or breaches of this Master Agreement or any Work Orders is limited to the greater of the amount paid to Cochran under any Work Order involved, or the amount of professional liability insurance maintained by Cochran and available to pay said claim as of the date of the determination that Cochran is liable. This limitation of liability is applicable to all claims and causes of action (whether direct claims by Client or claims for contribution or indemnity by Client based upon third party claims against Client) that may be asserted against Cochran arising out of or relating to this Master Agreement, any Work Order, the alleged breach of either of those agreements, or the Engineering Services, whether the claims arise in contract, tort, statute, or otherwise.

5. Miscellaneous:

- a. This Master Agreement, plus any applicable Work Order, contains the entire agreement of the Parties with respect to the Engineering Services to be performed under any Work Order.
- b. No changes, amendments, or clarifications of any of the terms and conditions of this Master Agreement and any Work Orders shall be valid or effective unless in writing and signed by an authorized representative of the Party to be bound.
- c. The failure by either Party to enforce at any time any of the provisions of this Master Agreement or any Work Order, or to exercise any election or option provided therein, shall in no way be construed as a waiver of the right to enforce such provisions or options in the future.
- d. This Master Agreement and any Work Orders are binding upon the Parties and their heirs, representatives, executors, administrators, successors, receivers, and assigns.
- e. Neither Party may assign or transfer any rights or obligations under this Master Agreement or any Work Order without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Master Agreement or any Work Order.
- f. Nothing in this Master Agreement or any Work Order shall be construed to create, impose, or give rise to any duty owed by Cochran or Client to any person or entity other than the other Party to this Master Agreement (including, but not limited to, any contractor, subcontractor, supplier, surety or insurer). All duties and responsibilities undertaken pursuant to this Master Agreement and any Work Order will be for the sole and exclusive benefit of Client and Cochran and not for the benefit of any other person or entity. Client agrees that the Contract Documents for any Construction Projects to be performed for Client based upon any Engineering Services to be performed by Cochran shall expressly state that the contractor is not a third-party beneficiary of any agreements between Client and Cochran.
- g. Nothing in this Master Agreement or any Work Order shall be construed to make Cochran an employee of Client. Cochran is an independent contractor and shall not be referred to in any way by Client that suggests that Cochran is an employee, officer, director or official of Client.
- h. Any notice required under this Master Agreement or any Work Order will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Master Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested, or by a nationally recognized overnight courier service, or by email to an authorized representative of the

other Party. All notices shall be effective on the date of receipt, if given personally or via email, and on the third day following placing of such notice in the U.S. Mail, or the next business day after delivery of such notice to a nationally recognized overnight courier service.

- i. The Parties agree that this Master Agreement and any Work Orders were jointly drafted and therefore said documents shall be construed neither against nor in favor of either Party, but shall be construed neutrally or as required by the terms of the documents.
- j. This Master Agreement and any Work Orders may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one agreement. Signature pages to said documents that are transmitted by facsimile or by e-mail in portable document format will have the same legal effect as original, signed pages.

**LOR Engineering, LLC d/b/a
Cochran**

By: 
Christopher Boone, P.E., President
Printed name, title

Client: City of Osage Beach

By: _____

Printed name, title

If Client is a public entity:
ATTEST for Client:

By: _____

Printed name, title

APPROVED as to form and all legal requirements:

By: _____

Printed name, title



EXHIBIT A

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2023, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 110.00
Secretary	\$ 60.00
Field Manager	\$ 75.00
Inspector	\$ 55.00
Engineering Technician	\$ 70.00
MoDOT Certified Technician	\$ 60.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

Initials_____

EXHIBIT B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(As required by Section 285.530 of the Revised Statutes of the State of Missouri, 2016)

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

On the 11th day of April, 2023, before me appeared Christopher Boone, P.E., personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the Client to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the President of LOR Engineering, LLC (dba Cochran), and I am duly
(title) (business name)
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in the said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Client of Strafford, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

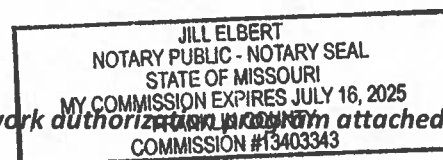
Chris Boone
Affiant Signature

Subscribed and sworn to before me in Union, MO, the day and year first above-written.
(City or County) (State)

Jill Elbert
Notary Public

My commission expires: July 16, 2025

[documentation of enrollment/participation in a federal work authorization program attached]



City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a On Call Engineering Services agreement with R Miller Companies LLC. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #23-29

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 - I would like to get them working on budgeted projects as soon as possible.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Late last year, the City put out a Request for Qualifications for on-call engineering services. The City received 8 proposals and we have been negotiating with multiple firms. The idea here is to get several engineers with experience in areas of need for the City (Utilities/Roads/Inspection Services).

Miller Companies is a local engineering firm with experience in all of these areas. Additionally, they have several employees that use too work for the City, giving them unique in sight into exsisting infrastructure. We are excited to add their knowledge and experience to our tool box.

These on-call engineering agreements establish the parameters of our relationship. Once we identify which projects they will be assisting us with, we will bring the board approval to proceed with each supplement or task order that we want this firm to work

on for us unless the services we need from them is already budgeted and does not exceed the City Administrators spending authority.

This will be a three-year agreement and their fee schedule is attached. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-29 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL ENGINEERING SERVICES WITH R MILLER COMPANIES, LLC.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with R. Miller Companies, LLC form substantially similar in terms and content contained in the engagement letter attached to this ordinance as Exhibit "A."

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.29 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:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.29

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH ENGINEERING AGREEMENT

THIS ENGINEERING AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and R. Miller Companies, LLC dba Miller Companies (“**Engineer**”), on the following terms.

I. TERMS

1. **Relationship Created.** City hereby hires Engineer to perform various tasks (“**Work**”) upon the following terms. For each new project, City and Engineer will enter into a separate Work Order detailing the scope of Work to be provided, the schedule, and any other terms specific to that Work Order. Each Work Order shall be governed by the terms in this Agreement and shall be incorporated into this Agreement and no Work Order shall contradict the terms of this Agreement without an affirmative vote of the City’s Board of Aldermen.
2. **Engineer’s Obligations.**
 - a. *Work Orders.* Engineer agrees to perform all Work Orders as agreed upon with the City.
 - b. *Professionalism.* Engineer will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Engineer understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Engineer shall ensure its personnel and any subcontractors comply with all City policies while on-site. Engineer and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
 - c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Engineer’s obligation to perform the Work will be for a period which may reasonably be required

for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

- d. *Insurance.* Engineer shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate; and
 - iv. If Engineer is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.Upon request, Engineer shall cause City to be named as additional insured for any or all of such policies.
- e. *Licenses, Permits, Taxes.* Engineer shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Engineer shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Engineer will provide timely replies to City's inquiries and requests for information. Engineer's point of contact for this Agreement is: Lee Schuman, PE.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Engineer for the Work according to Engineer's standard rates, a copy of which is attached hereto as **Exhibit A**. City will pay Engineer not more frequently than monthly unless otherwise agreed in writing.
- b. *Criteria and Direction.* City will provide Engineer with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.

- c. *Access.* Unless otherwise specified in the Work Order, City will arrange for access to and make all provisions for Engineer to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Engineer and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Engineer.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Engineer meeting the requirements therefor.
- f. City will provide timely replies to Engineer's inquiries and requests for information. City's point of contact for this Agreement is Assistant City Administrator Mike Welty.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Engineer prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
- 6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
- 7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal

opportunity in employment and all programs and services. Engineer shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.

8. **Laws, Ordinances, and Regulations.** Engineer shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Engineer, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Engineer shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Engineer, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See R.S.Mo. § 285.530.*
10. **Indemnification by Engineer.** Engineer shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Engineer or its employees, agents, subcontractors, or assignees arising out of this Agreement.
11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Engineer. Such indemnification is illegal under Missouri law. *See Mo. A.G. Opinion 138-87 (1987).*
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Engineer must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Engineer that material be treated as proprietary or confidential.
13. **Ownership of Work Product.** All documents and other work product created by Engineer under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Engineer. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any

material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk

1000 City Parkway

Osage Beach, MO 65065

For Engineer:

City may also serve written notice to Engineer by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH
COMPANIES

ENGINEER:
R. MILLER COMPANIES, LLC DBA MILLER

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to [Name of client], between (Client) and R. Miller Companies, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Principal (Registered Engineer)	\$200.00/hr
Registered Engineer	\$175.00/hr
Engineer	\$125.00/hr
Court and Deposition	\$300.00/hr
Technician	\$85.00/hr
Registered Land Surveyor	\$175.00/hr
Field Crew	\$170.00/hr

Work directed by Client not specified in the initial scopes of work will be invoiced at listed schedule of rates shown above for the duration of the project. Professional reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such. No work outside the above specified scopes of work will be performed without Client's written consent.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a On Call Engineering Services Agreement with Horner and Shifrin, Inc. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-30

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 - I would like to get them working on budgeted projects as soon as possible.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Late last year, the City put out a Request for Qualifications for on-call engineering services. The City received 8 proposals and we have been negotiating with multiple firms. The idea here is to hire several engineers with experience in areas of need for the City (Utilities/Roads/Inspection Services).

Horner & Shifrin is the firm that did our Tan Tar A Sewer assessment in 2021/2022. We were very impressed with their work and feel like their experience with utilities will be a benefit to the City.

These on-call engineering agreements establish the parameters of our relationship. Once we identify which projects they will be assisting us with, we will bring the board approval to proceed with each supplement or task order that we want this firm to work on for us unless the services we need from them is already budgeted and does not

exceed the City Administrators spending authority.

This will be a three-year agreement and their fee schedule is attached. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-30 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL ENGINEERING SERVICES WITH HORNER AND SHIFRIN, INC

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Horner and Shifrin, Inc in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit "A."

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.30 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:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.30

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of March 31, 2023 ("Effective Date of the Agreement") between
City of Osage Beach ("Owner") and
Horner & Shifrin, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.
- G. Startup Delays
 - 1. This Agreement was developed with an anticipated start date of March 31, 2023. The Engineer developed the project schedule based on the anticipated start date and having personnel available to begin the project according to the project schedule. Should, through no fault of the Engineer, the project start date be delayed more than 90 days or experience a delay during the course of the project of greater than 90 days, the Engineer shall be entitled to amend the contract fee accordingly. The start date is defined as the date the Client provides a written notice to proceed to the Engineer, and the Engineer is not restricted by the Client in performing the work as outlined in the project schedule. The Engineer shall also be permitted to update the project schedule to account for the startup delay, which due to personnel availability and other project commitments at the time of receiving a delayed notice to proceed of more than 90 days, may require a change in the schedule of greater than the actual delay experienced including a change in the completion date, as well as different personnel being assigned to the project.
- H. Rate Changes
 - 1. The Engineer shall be permitted to update billing rates on January 1 and July 1 of each calendar year.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

- A. *Suspension*
 - 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Missouri.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 - 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 - 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
 - 6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for

damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change

Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used.
- E. Exhibit E, Notice of Acceptability of Work. Not Used.
- F. Exhibit F, Construction Cost Limit. Not Used
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders. Not Used
- J. Exhibit J, Special Provisions. Not Used.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER:

By:

Print Name: _____

Title: _____

Date Signed: _____

ENGINEER:

By:

Print Name: Horner & Shifrin, Inc.

Title: Associate Vice-President

Date Signed: 4/10/2023

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number: _____

E-Mail Address: _____

Address for Engineer's receipt of notices:

401 S. 18th Street, Suite 400

St. Louis, MO 63103

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Christy Willson

Title: Associate Vice-President

Phone Number: (618) 726-0319

E-Mail Address: cfwillson@hornersshifrin.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
City of Osage Beach, Missouri
- c. Engineer:
Horner & Shifrin
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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and American Society of Civil Engineers. All rights reserved.**

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
20. Perform or provide the following:

Exhibit B– Owner's Responsibilities

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted on January 1 and July 1 of each calendar year to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.10.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.10.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at standard hourly C rates. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.



Reimbursable Expenses

1-Jan-23

EQUIPMENT

3D Scanner	\$500	Day
ATV/UTV	\$65	Day
Bridge Inspection Small Tools	\$120	Day
Manhole Inspection Camera (Go Pro)	\$25	Day
Manhole Smoker / Oil	\$0.05	Linear Foot
Mobile LiDAR Scanner (MX-9 Rental)	\$6,000	Day
Handheld Scanner (Geo Slam Rental)	\$4,500	Week
Traffic Counters	\$61	Each
UAS Drone Photogrammetry	\$300	Day
UAS Drone LiDAR	\$750	Day

EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%



Hourly Billing Rates by Classification
Effective: 01/01/2023

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP01 ADMINISTRATIVE PROFESSIONAL	\$ 320	GP05 GEOMATICS PROFESSIONAL	\$ 126
AP02 ADMINISTRATIVE PROFESSIONAL	\$ 236	GP06 GEOMATICS PROFESSIONAL	\$ 111
AP03 ADMINISTRATIVE PROFESSIONAL	\$ 200	GT01 GEOMATICS TECHNICAL	\$ 166
AP04 ADMINISTRATIVE PROFESSIONAL	\$ 184	GT02 GEOMATICS TECHNICAL	\$ 142
AP05 ADMINISTRATIVE PROFESSIONAL	\$ 163	GT03 GEOMATICS TECHNICAL	\$ 126
AP06 ADMINISTRATIVE PROFESSIONAL	\$ 147	GT04 GEOMATICS TECHNICAL	\$ 116
AT01 ADMINISTRATIVE TECHNICAL	\$ 131	GT05 GEOMATICS TECHNICAL	\$ 100
AT02 ADMINISTRATIVE TECHNICAL	\$ 121	GT06 GEOMATICS TECHNICAL	\$ 89
AT03 ADMINISTRATIVE TECHNICAL	\$ 110	SP01 STRUCTURAL PROFESSIONAL	\$ 297
AT04 ADMINISTRATIVE TECHNICAL	\$ 100	SP02 STRUCTURAL PROFESSIONAL	\$ 233
AT05 ADMINISTRATIVE TECHNICAL	\$ 89	SP03 STRUCTURAL PROFESSIONAL	\$ 213
AT06 ADMINISTRATIVE TECHNICAL	\$ 84	SP04 STRUCTURAL PROFESSIONAL	\$ 197
BP01 BUILDING SERVICES PROFESSIONAL	\$ 236	SP05 STRUCTURAL PROFESSIONAL	\$ 187
BP02 BUILDING SERVICES PROFESSIONAL	\$ 226	SP06 STRUCTURAL PROFESSIONAL	\$ 176
BP03 BUILDING SERVICES PROFESSIONAL	\$ 212	SP07 STRUCTURAL PROFESSIONAL	\$ 162
BP04 BUILDING SERVICES PROFESSIONAL	\$ 194	SP08 STRUCTURAL PROFESSIONAL	\$ 156
BP05 BUILDING SERVICES PROFESSIONAL	\$ 169	SP09 STRUCTURAL PROFESSIONAL	\$ 150
BP06 BUILDING SERVICES PROFESSIONAL	\$ 158	SP10 STRUCTURAL PROFESSIONAL	\$ 140
BP07 BUILDING SERVICES PROFESSIONAL	\$ 151	SP11 STRUCTURAL PROFESSIONAL	\$ 127
BP08 BUILDING SERVICES PROFESSIONAL	\$ 147	SP12 STRUCTURAL PROFESSIONAL	\$ 117
BP09 BUILDING SERVICES PROFESSIONAL	\$ 139	SP13 STRUCTURAL PROFESSIONAL	\$ 109
BP10 BUILDING SERVICES PROFESSIONAL	\$ 131	SP14 STRUCTURAL PROFESSIONAL	\$ 102
BP11 BUILDING SERVICES PROFESSIONAL	\$ 121	ST01 STRUCTURAL TECHNICAL	\$ 147
BP12 BUILDING SERVICES PROFESSIONAL	\$ 116	ST02 STRUCTURAL TECHNICAL	\$ 131
BP13 BUILDING SERVICES PROFESSIONAL	\$ 110	ST03 STRUCTURAL TECHNICAL	\$ 116
BP14 BUILDING SERVICES PROFESSIONAL	\$ 100	ST04 STRUCTURAL TECHNICAL	\$ 105
BT01 BUILDING SERVICES TECHNICAL	\$ 158	ST05 STRUCTURAL TECHNICAL	\$ 95
BT02 BUILDING SERVICES TECHNICAL	\$ 152	ST06 STRUCTURAL TECHNICAL	\$ 85
BT03 BUILDING SERVICES TECHNICAL	\$ 126	TP01 TRANSPORTATION PROFESSIONAL	\$ 268
BT04 BUILDING SERVICES TECHNICAL	\$ 116	TP02 TRANSPORTATION PROFESSIONAL	\$ 231
BT05 BUILDING SERVICES TECHNICAL	\$ 102	TP03 TRANSPORTATION PROFESSIONAL	\$ 210
BT06 BUILDING SERVICES TECHNICAL	\$ 95	TP04 TRANSPORTATION PROFESSIONAL	\$ 200
CP01 CONSTRUCTION PROFESSIONAL	\$ 155	TP05 TRANSPORTATION PROFESSIONAL	\$ 189
CP02 CONSTRUCTION PROFESSIONAL	\$ 152	TP06 TRANSPORTATION PROFESSIONAL	\$ 179
CP03 CONSTRUCTION PROFESSIONAL	\$ 131	TP07 TRANSPORTATION PROFESSIONAL	\$ 168
CP04 CONSTRUCTION PROFESSIONAL	\$ 121	TP08 TRANSPORTATION PROFESSIONAL	\$ 163
CP05 CONSTRUCTION PROFESSIONAL	\$ 110	TP09 TRANSPORTATION PROFESSIONAL	\$ 152
CP06 CONSTRUCTION PROFESSIONAL	\$ 100	TP10 TRANSPORTATION PROFESSIONAL	\$ 142
CT01 CONSTRUCTION TECHNICAL	\$ 137	TP11 TRANSPORTATION PROFESSIONAL	\$ 137
CT02 CONSTRUCTION TECHNICAL	\$ 118	TP12 TRANSPORTATION PROFESSIONAL	\$ 126
CT03 CONSTRUCTION TECHNICAL	\$ 107	TP13 TRANSPORTATION PROFESSIONAL	\$ 121
CT04 CONSTRUCTION TECHNICAL	\$ 101	TP14 TRANSPORTATION PROFESSIONAL	\$ 110
CT05 CONSTRUCTION TECHNICAL	\$ 95	TT01 TRANSPORTATION TECHNICAL	\$ 131
CT06 CONSTRUCTION TECHNICAL	\$ 81	TT02 TRANSPORTATION TECHNICAL	\$ 121
CSP01 CIVIL SITE PROFESSIONAL	\$ 289	TT03 TRANSPORTATION TECHNICAL	\$ 110
CSP02 CIVIL SITE PROFESSIONAL	\$ 273	TT04 TRANSPORTATION TECHNICAL	\$ 100
CSP03 CIVIL SITE PROFESSIONAL	\$ 236	TT05 TRANSPORTATION TECHNICAL	\$ 89
CSP04 CIVIL SITE PROFESSIONAL	\$ 194	TT06 TRANSPORTATION TECHNICAL	\$ 79
CSP05 CIVIL SITE PROFESSIONAL	\$ 179	WP01 WATER PROFESSIONAL	\$ 299
CSP06 CIVIL SITE PROFESSIONAL	\$ 171	WP02 WATER PROFESSIONAL	\$ 226
CSP07 CIVIL SITE PROFESSIONAL	\$ 158	WP03 WATER PROFESSIONAL	\$ 210
CSP08 CIVIL SITE PROFESSIONAL	\$ 152	WP04 WATER PROFESSIONAL	\$ 200
CSP09 CIVIL SITE PROFESSIONAL	\$ 142	WP05 WATER PROFESSIONAL	\$ 189
CSP10 CIVIL SITE PROFESSIONAL	\$ 131	WP06 WATER PROFESSIONAL	\$ 179
CSP11 CIVIL SITE PROFESSIONAL	\$ 121	WP07 WATER PROFESSIONAL	\$ 163
CSP12 CIVIL SITE PROFESSIONAL	\$ 110	WP08 WATER PROFESSIONAL	\$ 142
CSP13 CIVIL SITE PROFESSIONAL	\$ 100	WP09 WATER PROFESSIONAL	\$ 137
CSP14 CIVIL SITE PROFESSIONAL	\$ 89	WP10 WATER PROFESSIONAL	\$ 131
CST01 CIVIL SITE TECHNICAL	\$ 152	WP11 WATER PROFESSIONAL	\$ 126
CST02 CIVIL SITE TECHNICAL	\$ 137	WP12 WATER PROFESSIONAL	\$ 121
CST03 CIVIL SITE TECHNICAL	\$ 110	WP13 WATER PROFESSIONAL	\$ 116
CST04 CIVIL SITE TECHNICAL	\$ 95	WP14 WATER PROFESSIONAL	\$ 110
CST05 CIVIL SITE TECHNICAL	\$ 86	WT01 WATER TECHNICAL	\$ 142
CST06 CIVIL SITE TECHNICAL	\$ 79	WT02 WATER TECHNICAL	\$ 116
GP01 GEOMATICS PROFESSIONAL	\$ 237	WT03 WATER TECHNICAL	\$ 95
GP02 GEOMATICS PROFESSIONAL	\$ 226	WT04 WATER TECHNICAL	\$ 84
GP03 GEOMATICS PROFESSIONAL	\$ 158	WT05 WATER TECHNICAL	\$ 76
GP04 GEOMATICS PROFESSIONAL	\$ 142	WT06 WATER TECHNICAL	\$ 74

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$__1,000,000__
 - 2) Bodily injury by disease, each employee: \$__1,000,000__
 - 3) Bodily injury/disease, aggregate: \$__1,000,000__
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$__1,000,000__
 - 2) General Aggregate: \$__2,000,000__
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$__1,000,000__
 - 2) General Aggregate: \$__1,000,000__
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$__1,000,000__
 - f. Professional Liability –
 - 1) Each Claim Made: \$__5,000,000__
 - 2) Annual Aggregate: \$__5,000,000__
 - g. Other (specify): \$_____

Exhibit G - Insurance

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ _____
 - 2) Bodily injury by disease, each employee \$ _____
 - 3) Bodily injury/disease, aggregate \$ _____
- c. General Liability –
- 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability –
- 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____
- f. Other (specify): \$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 31, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by the American Arbitration Association. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties shall follow the dispute resolution method set forth in Section B.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 31, 2023.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner: City of Osage Beach
- c. Engineer: Horner & Shifrin, Inc.
- d. Specific Project:

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-31 - An ordinance of the City of Osage Beach, Missouri, Amending Chapter 115 Employees And Officers And Chapter 200 Police Department, Article I In General Sections; 115.010 Definitions, 115.060 Salaries, 115.120 Removal Of Officer, Article I City Administrator Section; 115.160 Appointment, Article Ii City Clerk Section; 115.200 Appointment, Article V City Treasurer, Section; 115.260 Appointment, Article Vi City Attorney, Sections; 115.300 Appointment, 115.330 Duties, Section Vii City Prosecutor, Section; 115.350 Appointment, Article Viii Public Works Operations Manager, Section; 115.390 Appointment, Article Ix Evaluation Of Certain Appointed Officials, Section 115.410 Evaluation Of Certain Appointed Officials, Article Ii Police Chief Sections; 200.030 Appointment, Section 200.040 Powers And Duties Of Police Chief Of The City Code For Various Purposes As Set Forth. *First Reading*

Requested Action:

First Reading of Bill #23-31

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:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-31 is in correct form.

City Administrator Comments:

I concur with the changes proposed by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 115 EMPLOYEES AND OFFICERS AND CHAPTER 200 POLICE DEPARTMENT, ARTICLE I IN GENERAL SECTIONS; 115.010 DEFINITIONS, 115.060 SALARIES, 115.120 REMOVAL OF OFFICER, ARTICLE II CITY ADMINISTRATOR SECTION; 115.160 APPOINTMENT, ARTICLE III CITY CLERK SECTION; 115.200 APPOINTMENT, ARTICLE V CITY TREASURER, SECTION; 115.260 APPOINTMENT, ARTICLE VI CITY ATTORNEY, SECTIONS; 115.300 APPOINTMENT, 115.330 DUTIES, SECTION VII CITY PROSECUTOR, SECTION; 115.350 APPOINTMENT, ARTICLE VIII PUBLIC WORKS DIRECTOR, SECTION; 115.390 APPOINTMENT, ARTICLE IX EVALUATION OF CERTAIN APPOINTED OFFICIALS, SECTION 115.410 EVALUATION OF CERTAIN APPOINTED OFFICIALS, ARTICLE II POLICE CHIEF SECTIONS; 200.030 APPOINTMENT, SECTION 200.040 POWERS AND DUTIES OF POLICE CHIEF OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Chapter 115 Employees and Officers

Article I In General

Section 115.010 Definitions.

A. "*Appointed officers*" as used in this Code shall include the following:

1. City Administrator.
2. City Clerk.
3. Police Chief.
4. Building Official.
5. City Planner.
6. ~~Zoning Administrative Officer~~
7. City Treasurer.
8. City Attorney.
9. City Prosecutor.
10. Public Works Director.

B. The term "*officer*", whenever used in this Code or any other ordinances of the City, shall include any ~~person holding any situation under the City Government or any of its departments, with an annual salary, or for a definite term of office.~~
appointed officer and any person holding any elective office.

Section 115.060 **Salaries.**

The Board of Aldermen shall have the power to fix the compensation of all officers or employees of the City by ordinance. The salary of an ~~officer~~ elected **officer or any person appointed to an elected** office shall not be changed **until the following election term starts.** ~~during the time for which he/she was elected or appointed.~~

Section 115.120 **Removal of Officer.**

B. The Mayor may, with the consent of the majority of all the members elected to the Board of Aldermen, remove from office any appointive officer of the City at will, **excepting the Police Chief and City Clerk.** ~~and~~ Any such appointive officer, **excepting the Police Chief,** may be so removed by a two-thirds (2/3) vote of all the members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation.

E. *Termination Of Chief of Police.* **Police Chief** Termination of the ~~Chief of Police~~ **Police Chief** shall be subject to the following definitions and procedure:

1. *Definitions.* For the purposes of this Subsection, the following terms shall mean:

CHIEF

The ~~Chief of Police~~ **Police Chief** appointed pursuant to Section **200.030** of this Code.

Article II
City Administrator

Section 115.160 **Appointment — Term Tenure — Removal.**

A. ~~A qualified person shall be appointed City Administrator by the Mayor; such appointment shall be approved by a majority of the Board of Aldermen. The person so appointed shall serve for an indefinite term.~~ **The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Administrator who shall hold office at the pleasure of the Mayor and Board of Aldermen. The City Administrator is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the Mayor.**

B. ~~The City Administrator shall serve at the pleasure of the appointing authority. The Mayor, with the consent of a majority of the Board of Aldermen, may remove the City Administrator from office at will.~~

Article III
City Clerk

Section 115.200 **Selection Appointment — Term.**

The **majority of the** Board of Aldermen shall select a **qualified** person for the position of City Clerk who shall hold office at the pleasure of the Board of Aldermen. ~~and until his/her successor is elected and qualified.~~ **The City Clerk is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.**

Article V
City Treasurer

Section 115.260 Appointment — Term — Removal.

~~The Mayor shall, subject to confirmation by the Board of Aldermen, appoint a suitable person as the~~ **The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Treasurer who shall hold office at the pleasure of the Mayor and Board of Aldermen. The City Treasurer who shall will provide a bond as required in Section 115.040. The City Treasurer is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.**

Article VI
City Attorney

Section 115.300 Appointment — Term.

The Mayor, with the advice and consent **of a majority** of the Board of Aldermen, shall appoint a suitable person or firm as City Attorney who shall hold office at the pleasure of the Mayor and Board of Aldermen. ~~and until a successor is appointed and qualified.~~ **The City Attorney is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.**

Section 115.330 Duties.

- A. The duties of the City Attorney shall be as follows:
1. He/she shall perform all duties required of him/her by ordinance or by the Mayor, the Board of Aldermen, or the City Administrator.
 2. He/she shall prosecute or defend all civil suits and actions originating or pending in any court of this State to which the City is a party, or in which the City is interested, ~~when so ordered by~~ **as directed by** the Mayor or Board of Aldermen ~~to do so;~~ to make affidavits on behalf of the City in all cases where the same may be necessary ~~in case of appeal or change of venue~~ or any other matter necessary to properly forward the proceeding.

Article VII
City Prosecutor

Section 115.350 Appointment — Term.

The Mayor, with the advice and consent **of a majority** of the Board of Aldermen, shall appoint a suitable person or firm as City Prosecutor who shall hold office at the pleasure of the Mayor and Board of Aldermen. ~~and until a successor is appointed and qualified.~~ The City Attorney may also be appointed as City Prosecutor. **The City Prosecutor is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Attorney.**

Article VIII
Public Works Director

Section 115.390 Appointment — Term — Qualifications.

~~The Mayor, with the advice and consent of the Board of Aldermen, shall appoint a suitable person as Public Works Director who shall serve at the pleasure of the Mayor and Board of Aldermen and until his/her successor is appointed and qualified.~~
The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as Public Works Director who shall hold office at the pleasure of the Mayor and Board of Aldermen. The Public Works Director shall be a qualified professional engineer or, in the judgment of the Mayor and the Board of Aldermen, possess the equivalent skills, training, and experience. **The Public Works Director is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.**

Article IX
Evaluation of Certain Appointed Officials

Section 115.410 Evaluation of Certain Appointed Officials.

The Mayor will complete the performance evaluation of the City Administrator and shall have equal input with the City Administrator in evaluating the following appointed officials: City Clerk, ~~Chief of Police,~~ **Police Chief**, Building Official, City Planner, ~~Zoning Administrator, Public Works Director~~ **Public Works Operations Manager**, City Treasurer, and City Attorney. The Board will have an opportunity to submit their comments prior to the completion of all evaluations.

Chapter 200 Police Department

Article II
~~Chief of Police~~ Police Chief

Section 200.030 Appointment. Term

~~Pursuant to an election in which the voters authorized the City to appoint a person to fill the office of Chief of Police, the Mayor is authorized to appoint some qualified person to serve as Chief of Police subject to approval of such appointment by the Board of Aldermen.~~ **The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as Police Chief who shall hold office at the pleasure of the Mayor and Board of Aldermen. Removal is subject to Section 115.120 Removal of Officer section E Just Cause. The Police Chief is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.**

Section 200.040 Powers and Duties of ~~Chief of Police.~~ Police Chief

A. The ~~Chief of Police~~ **Police Chief** shall perform all duties required by law.

B. The ~~Chief of Police~~ **Police Chief** shall be a conservator of the peace and shall be active and vigilant in the preservation of good order within the City. He/she shall have power at all times to make or order an arrest, with proper process, for any offense against the laws of the City or of the State, and to keep the offender in the

City or County Jail or other proper place to prevent his/her escape until a trial can be had before the Municipal Judge or other proper officer, unless such offender shall give a good and sufficient bond for his/her appearance for trial. The ~~Chief of Police~~ **Police Chief** shall also have power to make arrests without process, in all cases in which any offense against the laws of the City or of the State shall be committed in his/her presence.

Section 2. Severability

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

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.31 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.31.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-32 - An ordinance of the City of Osage Beach, Missouri, Creating New Sections in Chapter 115 Employees and Officers, Article X City Planner and Article XI Building Official of the City Code for various purposes as set forth. *First Reading*

Requested Action:

First Reading of Bill #23-32

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:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-32 is in correct form.

City Administrator Comments:

I concur with the changes as presented by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 115 EMPLOYEES AND OFFICERS, ARTICLE X CITY PLANNER AND ARTICLE XI BUILDING OFFICIAL OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections set out as follows:

Article X
City Planner

Section 115.420 Office Created.

There is hereby created the office of City Planner.

Section 115.430 Qualifications.

The person appointed to the office of City Planner shall have a bachelor's degree in planning or related field or shall be a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and experience.

Section 115.440 Appointment — Term.

The Mayor, with the advice and consent of a majority of the Planning Commission and with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Planner who shall hold office at the pleasure of the Mayor and Board of Aldermen. The City Planner is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.

Section 115.450 General Duties.

The City Planner shall be generally responsible for establishing policies and procedures and interpreting, administering, and enforcing the zoning ordinance and subdivision regulations. Work is performed under the general administrative direction of the City Administrator. To that end, he/she shall have the following additional duties and powers:

1. Supervise and organize all activities relating to the City's planning, zoning, and development management functions to ensure enforcement of adopted ordinances, comprehensive plans, and policies created by the Board of Aldermen and the Planning and Zoning Commission.
2. Serve as staff for the Planning and Zoning Commission and prepare agenda and staff reports and drafts of proposed conditions for developments of all kinds;

prepare staff reports and drafts of ordinances for planning, zoning, and development matters for the Board of Aldermen, and attend aldermanic meetings.

3. Periodically review, recommend, and draft revisions to relevant ordinances.

4. Review petitions for variances, appeals, and exceptions to be heard by the Board of Aldermen and the Board of Adjustment; advise petitioners of hearing procedures, prepare staff reports for the Board of Aldermen and the Board of Zoning Adjustment, and attend meetings of both bodies; serve as the City's witness at Board of Zoning Adjustment hearings.

5. Review and analyze all proposals for non-public development in the City and review residential and commercial plans for compliance with the zoning ordinance, subdivision regulations, comprehensive plans, and other plans and policies; approve final site plans; review trust indentures, escrows, and other financial sureties guaranteeing proper development.

6. Meet with individual citizens to provide professional personal attention and consultation to citizen requests and complaints; meet with developers and other applicants to discuss City procedures and policies regarding proposed zoning changes, subdivisions, conditional use permits, and development plans, and review such plans; investigate complaints of possible zoning violations.

7. Prepare or assist in preparation of Comprehensive Plan amendments and periodic review of the Comprehensive Plan; provide general comments and recommendations to the Planning and Zoning Commission and Board of Aldermen as required pertaining to planning issues concerning the City as a whole.

8. Report on a regular basis to the City Administrator regarding the status of activities and attend regularly scheduled department head staff meetings and other meetings as requested.

9. Perform all other related duties as assigned.

Article XI **Building Official**

Section 115.460 Office Created.

There is hereby created the office of City Building Official.

Section 115.470 Qualifications.

The person appointed to the office of Building Official shall have a degree in related fields or a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and

experience.

Section 115.480 Appointment — Term.

The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Building Official who shall hold office at the pleasure of the Mayor and Board of Aldermen. The City Building Official is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.

Section 115.490 General Duties.

The Building Official shall have the duties and responsibilities established by City ordinance, including all adopted versions of the International Building Code and any additional or successor codes, rules, or regulations. Work is performed under the general administrative direction of the City Administrator.

Section 2. Severability

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

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.32 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.32.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 500 Building Codes And Building Regulations, Sections 500.020, 2018 International Building Code - Amendments, SUBsection 103.2, Section 500.27 - 2018 International Existing Building Code Amendments, Subsection 103.2, Section 500.260 Purposes Of The City Code For Various Purposes As Set Forth. *First Reading*

Requested Action:

First Reading of Bill #23-33

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:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-33 is in correct form.

City Administrator Comments:

I concur with the changes as presented by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 500 BUILDINGS CODES AND BUILDING REGULATIONS, SECTIONS 500.020, 2018 INTERNATIONAL BUILDING CODE — AMENDMENTS. SUBSECTION 103.2, SECTION 500.27 2018 INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS, SUBSECTION 103.2, SECTION 500.260 PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Chapter 500

Building Codes and Building Regulations

Section 500.020 2018 International Building Code — Amendments.

The 2018 International Building Code is hereby amended as follows:

Section 103.2. The Building Official shall be appointed as provided in Section **115.390480** of the Osage Beach Code of Ordinances.

Section 500.027 2018 International Existing Building Code Amendments.

Section 103.2. The Building Official shall be appointed as provided in Section **115.390480** of the Osage Beach Code of Ordinances.

Article IX

Board of Appeals

Section 500.260 Purpose.

The purpose of the Board of Appeals is to hear and decide appeals of orders, decisions or determinations made by the **B**uilding **O**fficial relative to the application and interpretation of the building codes adopted by the City of Osage Beach. An application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed. The Board shall not have the authority to waive requirements of the codes.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the

remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.33 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.33.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-34 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 400 Planning and Development Sections 400.030, Officers - Meetings - Records, Section 400.045 Zoning Officer, Section 405.710 Zoning Administrator of the City Code for Various Purposes as Set Forth. *First Reading*

Requested Action:

First Reading of Bill #23-34

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:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-34 is in correct form.

City Administrator Comments:

I concur with the changes as presented by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 400 PLANNING AND DEVELOPMENT SECTIONS 400.030, OFFICERS – MEETINGS-RECORDS, SECTION 400.045 ZONING OFFICER, SECTION 405.710 ZONING ADMINISTRATOR OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 400.030 Officers — Meetings — Records.

- A. The Planning Commission shall elect a Chairperson and Secretary from among the citizen members. The term of Chairperson and Secretary shall be for one (1) year with eligibility for reelection. These positions will be filled at the June meeting.
- B. The Planning Commission shall hold regular meetings and special meetings as provided by rule and shall adopt rules for the transaction of business and keep a record of its proceedings. These records shall be public records.
- C. The Planning Commission shall ~~appoint~~ **advise the Mayor of** employees and staff necessary for its work and may contract with City planners and other professional persons for the services that it requires. The expenditures of the Commission, exclusive of grants and gifts, shall be within the amounts appropriated for the purpose by the Board of Aldermen.

Section 400.045 Zoning Officer.

Wherever ~~required under Missouri law for~~ **or this Code requires or refers to a z**~~Zoning o~~**Zoning** Officer, the person serving as City Planner, pursuant to Section ~~115.010(A)(5)~~**420**, shall also be the ~~z~~**Z**oning ~~o~~**O**fficer.

Section 405.710 Zoning Administrator.

- A. There is hereby created the position of Zoning Administrator. The **City Planner shall be the** Zoning Administrator ~~shall be any person designated as such by the Board of Aldermen.~~

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the

remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.34 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.34.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 20, 2023
Originator: Michael Harmison, Mayor
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to approve the appointment of Cole Bradbury as City Attorney for the City of Osage Beach effective April 21, 2023.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board action required per City Code Section 115.300 Appointment - Term: The Mayor, with the advice and consent of the Board of Aldermen, shall appoint a suitable person or firm as City Attorney who shall hold office at the pleasure of the Mayor and Board of Aldermen and until a successor is appointed and qualified.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Personnel Expenditures budgeted for the City Attorney position within the FY2023 Operating Budget.

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Per City Code Section 115.300, the Mayor, with the advice and consent of the Board of Aldermen, shall appoint the City Attorney who shall hold office at the pleasure of the Mayor and Board of Aldermen and until a successor is appointed and qualified. Upon Motion approval, employment will be effective Friday, April 21, 2023, ending the current

contract for services as approved by the Board of Aldermen on February 2, 2023 (Bill 23.07).

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
- Emergency generator back up plan for city (*PW Operations Mgr-K Crooks*)
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - TIF / Incentive Guideline Review / Revisions (*City Administrator, J Woods*)
- Litigation / Legal (*City Attorney, C Bradbury*)
 - Other Pending
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Vacancy Status Update
 - Employee Survey
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*PW Operations Mgr, K Crooks*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Swiss Village Treatment Plan (*PW Operations Mgr, K Crooks*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Details / Rate Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Veterans Memorial (*Asst. City Administrator, M Welty*)
 - Vehicle Replacement Plan (*Asst. City Administrator, M Welty*)
- Service Evaluation
 - IT Service Contract Evaluated (*Asst. City Administrator, M Welty*)

(*City Staff contact noted*)