

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

May 4, 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 Travel and Tourism Week May 7-13, 2023
 - National Police Week May 7-13-2023 and Peace Officers Memorial Day May 15, 2023
 - Municipal Clerks Week May 14-17, 2023
 - Local Government Week May 14-17, 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 20, 2023
- ▶ Bills List - May 4, 2023

UNFINISHED BUSINESS

- A. 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. *Second Reading*
- B. 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. *Second Reading*
- C. 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. *Second Reading*
- D. 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. *Second Reading*
- E. 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. *Second Reading*
- F. Bill 23-34 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 400 Planning and

NEW BUSINESS

- A. Bill 23-35 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating Company, Inc. for Osage Beach City Hall Improvements for an amount not to exceed \$385,589.00 *First Reading*
- B. Bill 23-36- An ordinance of the City of Osage Beach, Missouri,authorizing the Mayor to sign a On Call Engineering Services Agreement with Crawford, Murphy, and Tilly (CMT). *First and Second Reading*
- C. Bill 23-37 - An ordinance of the City of Osage Beach, Missouri,authorizing the Mayor to sign a On Call Engineering Services Agreement with Bartlett and West, Inc. *First and Second Reading*
- D. Bill 23-38 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*
- E. Motion to approve the purchase of an ABS/ Sulzer Model XFP 100 J CHI .368 PE 630/4 Submersiblepump from Municial Equipment Inc. for \$50,155.51 plus freight.
- F. Motion to accept petition for placement of a new street light at the corner of College and Bradford Drive.

STAFF COMMUNICATIONS

- A. Department Updates

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 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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.



***PROCLAMATION
NATIONAL TRAVEL AND TOURISM WEEK
MAY 7-13, 2023***

WHEREAS, in 1983, the U.S. Congress established National Travel and Tourism Week to acknowledge the tourism industry's importance to the economy, and;

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships, and;

WHEREAS, Lake of the Ozarks was voted the "Best Recreational Lake in the Nation", proving that the area contributes in a big way to the tourism industry in Missouri, and;

WHEREAS, welcoming visitors from near and far always has been and always will be, the enduring ethos of the travel industry and Lake of the Ozarks.

NOW, THEREFORE, I Michael Harmison, Mayor, do hereby proclaim May 7-13, 2023 as

NATIONAL TRAVEL AND TOURISM WEEK

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

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 4th day of May 2023.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk



***Proclamation
Local Government Week
May 7-13, 2023***

WHEREAS, local governments in Missouri make important decisions that affect the lives of all Missourians, and

WHEREAS, local governments are the level of government closest to the people, and

WHEREAS, local governments include board of aldermen, city councils, county commissions, school boards among others, and

WHEREAS, local governments are the ultimate expression of grassroots democracy, and

WHEREAS, local governments play an essential role in the quality of life in Missouri communities,

NOW, THEREFORE, I, Michael Harmison, Mayor do hereby name May 7-13, 2023.

LOCAL GOVERNMENT WEEK

in Osage Beach and urge all Missourians to join me in recognizing local governments as they serve their communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 4th day of May 2023.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



PROCLAMATION

PEACE OFFICERS MEMORIAL DAY MAY 15, 2023 AND NATIONAL POLICE WEEK MAY 14-20, 2023

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Osage Beach Police Department play an essential role in safeguarding the rights and freedoms of Osage Beach; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Osage Beach Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Michael Harmison, Mayor, call upon all citizens and all patriotic, civic, and educational organizations to observe the week of May 14th through May 20th as **National Police Week** in Osage Beach and publicly salute the service of law enforcement officers in our community and communities across the nation. I further call upon all citizens of Osage Beach to observe May 15, 2023, as **Peace Officers Memorial Day** in honor of all fallen officers and their families.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 4th day of May 2023.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



PROCLAMATION
MUNICIPAL CLERKS WEEK

MAY 14-17, 2023

WHEREAS, The Office of the Municipal Clerk, a time honored, and vital part of local government exists throughout the world and;

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and;

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels and;

WHEREAS, The Office of the Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and;

WHEREAS, The Office of the Municipal Clerk serves as the information center on functions of local government and community and;

WHEREAS, The Office of Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations and;

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk and;

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, Missouri, do recognize the week of May 14 through May 17, 2023, as Municipal Clerks Week and;

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 4TH day of May 2023.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
April 20, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday April 20, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Kevin Rucker, Alderman Bob O'Steen, Alderman Kellie Schuman, and Alderman Richard Ross and Alderman Tyler Becker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Cole Bradbury, Police Chief Todd Davis, City Treasurer Karri Bell, Human Resource Generalist Mike Raye, Building Official Ron White, Airport Manager Ty Dinsdale, Public Works Operations Manager Crooks, Parks Manager Eric Gregory, and Dave Van Leer Cochran Engineering.

PROCLAMATIONS

National Small Business Week - April 30- May 6, 2023

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the Consent Agenda. This motion was seconded by Alderman Schuman. Motion passes unanimously with a voice vote.

UNFINISHED BUSINESS

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*

Alderman Marose made a motion to approve the second reading of Bill 23-22. This motion was seconded by Alderman O'Steen following roll call was taken to approve the second and final reading of Bill 23-22 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Schuman, Alderman Ross and Alderman Becker. Bill 23-22 was passed and approved as Ordinance 23.22.

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*

Alderman Rucker made a motion to approve the second reading of Bill 23-25. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 23-25 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Schuman, Alderman Ross and Alderman Becker. Bill 23-25 was passed and approved as Ordinance 23.25.

NEW BUSINESS

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

Alderman Becker made a motion to approve certification of election results from April 2023 General Municipal Election. This motion was seconded by Alderman Schuman. Motion passes unanimously with a voice vote.

Alderman Tyler Becker step down from the dais.

Alderman Justin Hoffman joined the Board on the dais.

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

City Clerk Tara Berreth gave the Oath of Office to Alderman Ross, Alderman O'Steen and Alderman Hoffman.

Motion to elect President of the Board of Aldermen

Alderman Marose made a motion to elect Richard Ross as President of the Board. This motion was seconded by Alderman O'Steen. Motion passes unanimously by a voice vote.

Public Hearing - Beach Drive (TDD) Transportation Development District

Mark Spykerman – Gilmore & Bell and Rachel Orr – Lathrop Group

No public comments

Alderman Ross made a motion to close the Public Hearing – Beach Drive (TDD). This motion was seconded by Alderman Schuman. Motion passes unanimously with a voice vote.

Public Hearing - Marijuana Proposed Ordinance Modifications

No public comments

Alderman Rucker made a motion to close the Public Hearing – Marijuana Proposed Ordinance Modifications. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote.

Discussion - Marijuana Proposed Ordinance Modifications

Amendment 3 includes a list of permitted local ordinances banning various acts. 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.

Should businesses allow smoking within their business. Do they have to post a sign. The sign will give clarity to the patrons.

The staff has been directed to take some of the recommendations from the Board to bring this back to the Board at a future meeting.

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*

Alderman O'Steen made a motion to approve the first reading of Bill 23.26 as presented. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

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*

Alderman Ross made a motion to approve the first reading of Bill 23.27 as presented. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

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*

Alderman Marose made a motion to approve the first reading of Bill 23.28 as presented. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

Alderman Schuman recused herself from the dais.

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

Alderman Ross made a motion to approve the first reading of Bill 23.29 as presented. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

Alderman Ross made a motion to approve the second reading of Bill 23-29. This motion was seconded by Alderman Hoffman. The following roll call was taken to approve the second and final reading of Bill 23-29 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Ross, and Alderman Hoffman. Abstained Alderman Schuman, Bill 23-29 was passed and approved as Ordinance 23.29.

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

Alderman Rucker made a motion to approve the first reading of Bill 23.30 as presented. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote.

Alderman Marose made a motion to approve the second reading of Bill 23-30. This motion was seconded by Alderman Schuman. The following roll call was taken to approve the second and final reading of Bill 23-30 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Schuman, Alderman Ross, and Alderman Hoffman. Bill 23-30 was passed and approved as Ordinance 23.30.

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 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. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 23.31 with the amendment to Section 115.410 changed Public Works Operations Manager to Public Works Director. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

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*

Alderman Schuman made a motion to approve the first reading of Bill 23.32 as presented. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote.

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*

Alderman Hoffman made a motion to approve the first reading of Bill 23.33 as presented. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote.

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*

Alderman Ross made a motion to approve the first reading of Bill 23.34 as presented. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

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

Alderman Rucker made a motion to approve the appointment of Cole Bradbury as City Attorney for the City of Osage Beach effective April 21, 2023. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote.

STAFF COMMUNICATIONS

Department Update List - As of April 14, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
 - Working on this with the County. County is under an audit and wait until that audit is complete.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - No other updates
- Emergency generator back up plan for city (*PW Operations Mgr.-K Crooks*)
 - Chief Davis met with Emergency Management regarding the generator. Going to bring this to the Strategic Planning Session.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)

- Working on bringing an Ordinance to a future meeting
 - TIF / Incentive Guideline Review / Revisions (*City Administrator, J Woods*)
 - ongoing work with City Treasurer Karri Bell
- Litigation / Legal (*City Attorney, C Bradbury*)
 - Other Pending
 - No new updates
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Currently gathering information.
 - Vacancy Status Update
 - Police – 4 down on Patrol.
 - Sewer – down to 5
 - Employee Survey
 - What information would the Board like to see. Culture survey, assessment of overall performance.
 - Employee 360 Feedback Process
 - Looking into a new software
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*PW Operations Mgr., K Crooks*)
 - Working on smaller panels. Bringing to Strategic Planning Session.
 - Park Master Plan (*Parks & Recreation Mgr., E Gregory*)
 - In conversation with Dave Van Leer and Mike Welty with a list of prioritized projects.
 - Would like to invite all Aldermen to come to the park and take a tour.
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - No update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - No update
 - Swiss Village Treatment Plan (*PW Operations Mgr., K Crooks*)
 - Having some gentleman from Minnesota to help evaluate.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - No update
 - Tan Tar A Estates Utilities Current Contract Details / Rate Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Work in progress
 - Veterans Memorial (*Asst. City Administrator, M Welty*)
 - Moving forward. Bringing an agreement to the May 18th meeting.
- Service Evaluation
 - IT Service Contract Evaluated (*Asst. City Administrator, M Welty*)
 - In the process of getting with the City Administrator to discuss.

The bathroom is in the process of being remodeled. Thank you to Kevin Crooks and Rob Long for taking down the invasive trees in front of City Hall.

Dave Van Leer – Cochran Engineering – Paving on Amy Lane will be starting next week. Bid Openings on City Hall Improvements has been opened and coming to a future agenda.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Dan Fields – Lake Sun – wrote a great article on the Oasis project. Thank you for the 15-year certificate.

Alderman Schuman – Thank you to Eric for the tour at the park. Welcome to Alderman Hoffman.

Alderman Hoffman - Thank you everyone taking time and being so nice.

Alderman O'Steen – Thank Tyler Becker for all his time on the Board. Welcome Alderman Hoffman.

Alderman Marose – Welcome Alderman Hoffman, Welcome Cole Bradbury. Thank Alderman Rucker all your hard work on all the Ordinances. Easter Egg Hunt was very well organized. Great Job.

Alderman Ross – Welcome Alderman Hoffman. City Attorney Cole did a great job of getting the city on our paper (contracts).

Mayor Harmison – Easter Egg Hunt excellent job. Welcome Alderman Hoffman. Interesting TIF meeting and all the hard work from city staff in preparing for this meeting.

EXECUTIVE SESSION

Alderman Ross moved to open the Executive Session. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Marose, Alderman Hoffman, Alderman Schuman, and Alderman O’Steen, Alderman Rucker. The meeting was therefore open.

- 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.

No announcements were made following the closed session.

Alderman Rucker moved to close the meeting. Alderman Hoffman seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Marose, Alderman Hoffman, Alderman Schuman, and Alderman O’Steen, Alderman Rucker. The meeting was therefore closed.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 9:05 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on April 20, 2023, and approved May 4, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
May 4, 2023**

Bills Paid Prior to Board Meeting	\$	522,229.83
Payroll Paid Prior to Board Meeting	\$	154,612.58
SRF Transfer Prior to Board Meeting	\$	113,201.01
TIF Transfer Osage Beach Commons	\$	15,801.84
TIF Transfer Dierbergs	\$	2,038.67
Bills Pending Board Approval	\$	284,516.73
Total Expenses	\$	<u>1,092,400.66</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,265.00
			INTERNAL REVENUE SERVICE	12,492.93
		FICA	FICA	8,546.69
			Medicare	1,998.83
		ICMA	Loan Repayment	77.62
			Loan Repayment	111.88
		Loan Repayment	Loan Repayment	106.47
			Loan Repayment	182.34
		Loan Repayment	Loan Repayment	139.12
			Loan Repayment	98.17
		Loan Repayment	Loan Repayment	153.05
			Retirement 457 &	3,328.66
		Retirement 457	Retirement 457	1,130.00
			Loan Repayments	166.79
		Loan Repayments	Loan Repayments	134.84
			Loan Repayments	352.26
		Loan Repayments	Loan Repayments	92.92
			Loan Repayments	252.83
		Loan Repayments	Loan Repayments	9.69
			Loan Repayments	113.03
		Loan Repayments	Loan Repayments	127.21
			Retirement Roth IRA %	716.28
		Retirement Roth IRA	Retirement Roth IRA	352.00
			CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND
		HSA BANK	HSA Contribution	87.00
			HSA Family/Dep. Contributi	302.50
		ONE TIME VENDOR	LITTLE LEAGUE REFUND	1,489.75
			TOTAL:	<u>70.00</u>
				36,897.86
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	207.18
			Medicare	48.45
		ICMA	Retirement 401%	13.00
			Retirement 401	103.50
		CATCOTT, FRED	TIF COMMISSION MEETING	25.00
		TYLER, GENIECE	TIF COMMISSION MEETING	25.00
		VANHOOK, BOB	TIF COMMISSION MEETING	25.00
		CRANE, DAVE	TIF COMMISSION MEETING	25.00
		GARDNER, TIMOTHY	TIF COMMISSION MEETING	<u>25.00</u>
			TOTAL:	497.13
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	853.86
			Medicare	199.70
		ICMA	Retirement 401%	140.62
			Retirement 401	843.75
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		MID AMERICA BANK	BUDGET AWARD PROGRAM SUB	345.00
			2023 MCMA SPRING CONF-J. W	200.00
		2023 GFOA OF MO MEMB DUES-J. WO	GFOA OF MO MEMB DUES-J. WO	75.00
			2023 GFOA OF MO CONF-J. WO	175.00
		ELAN CORPORATE PAYMENT SYSTEMS	SOAP & PENS	<u>4.87</u>
			TOTAL:	3,025.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	285.62
			Medicare	66.80
		ICMA	Retirement 401%	47.26
			Retirement 401	283.56
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	758.24
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	772.63
			Medicare	180.69
		ICMA	Retirement 401%	127.00
			Retirement 401	761.99
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	150.00
		ELAN CORPORATE PAYMENT SYSTEMS	PENS	<u>4.03</u>
			TOTAL:	2,015.09
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	97.86
			Medicare	22.89
		ICMA	Retirement 401%	16.42
			Retirement 401	98.51
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	310.68
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	145.38
			Medicare	34.00
		MID AMERICA BANK	THOMAS REUTERS SUB CHRGS	49.69
			CAMDEN COUNTY RECORDER	37.00
		BRADBURY LAW FIRM LLC	CITY ATTORNEY CONTRACT SVC	<u>4,675.00</u>
			TOTAL:	4,941.07
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	616.12
			Medicare	144.09
		ICMA	Retirement 401%	102.23
			Retirement 401	613.36
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
		WEX INC	BLDG DEPT FUEL	281.96
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		MID AMERICA BANK	ICLOUD STORAGE	2.99
			ICC MEMBERSHIP-R. WHITE	<u>145.00</u>
			TOTAL:	2,135.21
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 3/15-4/13/23	62.28
			CITY HALL SVC 3/15-4/13/23	3,352.87
		INTERNAL REVENUE SERVICE	FICA	64.75
			Medicare	15.14
		LOWE'S	SINK PLUNGER & DRAIN CLEAN	16.59
			MOP	17.09
			VINEGAR	20.79
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	<u>1.36</u>
			TOTAL:	3,550.87
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	508.38
			Medicare	118.89
		ICMA	Retirement 401%	41.03
			Retirement 401	450.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOWE'S	CUTTING WHEEL	21.84
			DOOR HINGE, SCREWS, LUMBER	53.66
			KEY BLANKS & ID TAGS	14.17
			FENCE POST MIX	44.10
			PLYWOOD & STUDS	212.60
			SCREWS	18.99
			FUSES & ELECTRICAL TAPE	19.69
			SPRAY PAINT & GRINDING WHE	69.55
			QUIKRETE, ANCHORS, POST	73.82
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.70
		WEX INC	PARK DEPT FUEL	838.20
		AMEREN MISSOURI	LWR DIAMOND LTS 3/8-4/6/23	14.35
			HATCHERY RD SIGN 3/15-4/13	62.75
			CP MAINT BLDG 3/15-4/14/23	32.49
			CP #2 DISPLAY C 3/15-4/13/	11.51
			CP SOCCER FIELDS 3/15-4/14	21.86
			CP #2 DISPLAY D 3/15-4/14/	11.51
			CP BALL FIELDS 3/15-4/14/2	822.06
			CP #2 DISPLAY B 3/15-4/14/	12.16
			CP #2 DISPLAY A 3/15-4/14/	11.51
			HWY 42 BALLPARK LTS 3/8-4/	22.33
		HSA BANK	HSA Contribution	150.00
		MID AMERICA BANK	FACE SHIELD	26.99
			COFFEE & COFFEE FILTERS	49.91
			STALL MAT DEODORIZER	74.97
			BASEBALLS	89.97
			TOTAL:	3,908.78
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.80
			Medicare	45.32
		ICMA	Retirement 401%	7.90
			Retirement 401	193.09
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		MID AMERICA BANK	BBQ SHIRTS	90.00
			EMPLOYEE APPRECIATION ROOM	141.69
			INDEED JOB APPLIES	504.00
			TOTAL:	1,269.55
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 4/5-5/4	1,026.10
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.47
		XEROX CORPORATION	CITY HALL COPIER LEASE	363.70
		MITEL CLOUD SERVICES INC	PH SVC 5/1-5/31/2023	4,309.38
		MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 2/26-3/2	426.38
			TOTAL:	6,191.03
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,492.98
			Medicare	816.92
		ICMA	Retirement 401%	540.84
			Retirement 401	3,494.76
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	701.08
		WEX INC	POLICE DEPT FUEL	5,023.15
			POLICE DEPT CAR WASHES	60.00
		XEROX CORPORATION	POLICE COPIER LEASE	206.53
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MID AMERICA BANK	KWIK KAR WASH	29.00
			TRANSUNION PERSON SEARCH	75.00
			2023 MOCIC MEMB FEES	150.00
			DMV VEHICLE TITLES & REGIS	91.54
			FIREARM MAGAZINE	123.00
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 2/26-3/25/	<u>182.13</u>
			TOTAL:	16,336.93
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 3/23/23	1,001.51
			CH PH SVC/911 LINE 4/5-5/4	235.00
		INTERNAL REVENUE SERVICE	FICA	672.49
			Medicare	157.28
		ICMA	Retirement 401%	73.07
			Retirement 401	543.99
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	36.64
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		MITEL CLOUD SERVICES INC	PD RECORDING 5/1-5/31/2023	<u>463.62</u>
			TOTAL:	3,426.08
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	332.56
			Medicare	77.78
		ICMA	Retirement 401%	55.23
			Retirement 401	331.39
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	909.46
Engineering	General Fund	COCHRAN ENGINEERING	MAR GENERAL CONSULTING	<u>25,579.05</u>
			TOTAL:	25,579.05
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	167.66
			Medicare	39.21
		ICMA	Retirement 401%	28.13
			Retirement 401	168.81
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	297.71
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	776.52
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	129.17
			Medicare	30.21
		ICMA	Retirement 401%	20.83
			Retirement 401	125.01
		ELAN CORPORATE PAYMENT SYSTEMS	GIFT CARDS-EASTER EGG BIKE	<u>500.00</u>
			TOTAL:	805.22
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	497.73
		INTERNAL REVENUE SERVICE	Fed WH	1,145.51
			FICA	966.09
			Medicare	225.94
		ICMA	Retirment 457 &	156.52
			Retirement 457	138.50
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	<u>101.82</u>
			TOTAL:	3,332.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	966.11		
			Medicare	225.93		
		ICMA	Retirement 401%	126.85		
			Retirement 401	761.22		
		LOWE'S	HAMMER DRILL & BATTERY PAC	189.05		
			PAINTERS TAPE	11.71		
			WHITE SPRAY PAINT	37.99		
			POWER TOOL BATTERIES	189.05		
			METAL BLADES	47.46		
			CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10	
		WEX INC	TRANS DEPT FUEL	4,349.30		
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	68.84		
		AMEREN MISSOURI	792 PASSOVER LTS 3/15-4/13	15.59		
			1095 MACE RD LTS 3/15-4/13	29.00		
			1095 MACE RD LTS 3/15-4/13	26.25		
			872 PASSOVER LTS 3/15-4/13	16.88		
			KK DR PALISADES LTG 3/3-4/	97.87		
			MACE RD RNDABT 3/15-4/13/2	14.52		
			680 PASSOVER LTS 3/15-4/13	13.60		
			MAINT SALT BLDG 3/9-4/9/23	11.51		
			STREET LTG SVC 3/1-4/1/23	4,175.59		
			CUST OWNED LTG 3/1-4/1/23	339.12		
			NICHOLS VIEW LTG 3/1-4/1/2	158.62		
			HSA BANK	HSA Contribution	75.00	
				HSA Family/Dep. Contributi	300.00	
			LONG IV, ROBERT W	MILEAGE REIMB 3/25-4/1/23	28.75	
			COCHRAN ENGINEERING	MAR STREETS MISC	3,471.25	
				MAR BLDG IMPROVEMENTS	439.17	
				INDUSTRIAL DR PRJCT SUPP #	7,229.50	
			MID AMERICA BANK	AMY LANE RECORDINGS	274.74	
		MALIBU BEACH PLAT-LESLIE P		159.00		
		DON SCHNIEDER EXCAVATING CO INC	AMY LANE IMPROV OB22-010	87,952.90		
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 2/26-3/25/	60.71		
			TOTAL:	111,864.18		
		NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	459.97
					INTERNAL REVENUE SERVICE	Fed WH
				ICMA	FICA	733.01
					Medicare	171.42
					Retirment 457 &	324.90
					Retirement 457	50.00
				HSA BANK	HSA Family/Dep. Contributi	122.80
					TOTAL:	3,017.59
Water	Water Fund			INTERNAL REVENUE SERVICE	FICA	733.00
					Medicare	171.42
				ICMA	Retirement 401%	120.63
					Retirement 401	723.81
		LOWE'S	PAINTERS TAPE	11.71		
			STORAGE TOTES	160.29		
			POWER TOOL BATTERIES	189.05		
			PARTS- SCADA ELECTRIC PASS	350.28		
			POWER TOOL BATTERIES	189.05		
			SCADA ANTENNA HARDWARE	23.24		
			PARTS- PASSOVER WELL IMPRO	96.56		
			DOOR STOP & SPRY INSULATIO	10.70		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			STORAGE TOTES	42.65
			PARTS- SHOP HOSE BIB REPAI	54.18
			TOOL SETS & TOOL CABINET	1,019.96
			PLYWOOD, STUDS, ANCHORS	154.86
			FIRST AID KITS & SUPER GLU	65.08
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
		WEX INC	WATER DEPT FUEL	1,762.79
		XEROX CORPORATION	WATER COPIER LEASE	68.85
		AMEREN MISSOURI	LK RD 54-29 WELL 3/15-4/13	389.57
			BLUFF RD TOWER 3/9-4/9/23	1,233.60
			COLLEGE WELL 3/8-4/6/23	592.23
			LK RD 54-59 WELL 2/28-3/29	37.51
			COLUMBIA TWR POLE 3/15-4/1	152.44
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	150.00
		DEVORE, CALEB	MILEAGE REIMB 4/1-4/7/23	58.95
		COCHRAN ENGINEERING	MAR PROFESSIONAL SERVICES	425.00
			MAR OTHER WTR CONSTRUCTION	695.00
			MAR BLDG IMPROVEMENTS	439.17
			MAR TWR & WELL IMPROVEMENT	2,492.50
		WILBER, ZACHARY	MILEAGE REIMB 3/25-3/31/23	62.88
		MID AMERICA BANK	COPY OF WARRANTY DEED	2.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 2/26-3/25/	60.71
			TOTAL:	12,853.42
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	543.30
		INTERNAL REVENUE SERVICE	Fed WH	1,323.60
			FICA	1,130.16
			Medicare	264.30
		ICMA	Retirment 457 &	168.91
			Retirement 457	49.50
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	256.80
		OFFICE OF CHILD SUPPORT ENFORCEMENT	Case #931036721	145.20
			TOTAL:	3,919.27
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,130.15
			Medicare	264.31
		ICMA	Retirement 401%	108.68
			Retirement 401	860.81
		LOWE'S	PAINTERS TAPE	11.72
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
		WEX INC	SEWER DEPT FUEL	2,469.60
		XEROX CORPORATION	SEWER COPIER LEASE	68.85
		AMEREN MISSOURI	CLEARWOOD LN 3/6-4/4/23	12.16
			3949 CMPGRND G/S 3/9-4/9/2	15.01
			1150 HWY KK 3/14-4/12/23	35.00
			1117 OB RD G/P 3/14-4/12/2	13.52
			798 MANOR G/P 3/15-4/13/23	13.22
			4631 WINDSOR G/P 3/15-4/13	15.79
			HWY D PREWITTS GP 3/8-4/6/	115.90
			701 PA HE TSI 3/9-4/9/23	12.55
			GRINDER PUMPS & LIFT STATI	4,365.33
			696 PASSOVER G/P 3/15-4/13	11.51
			1089 OB RD L/S 3/15-4/13/2	11.89
			1902 PROCTER G/P 3/14-4/12	24.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1075 RUNABOUT 3/15-4/13/23	12.74
			1004 ZEBRA RD L/P 3/6-4/4/	13.41
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	450.00
		COCHRAN ENGINEERING	MAR REPAIR TO SYSTEM	292.50
			MAR LIFT STN IMPROVEMENTS	8,715.00
			MAR UNSERVED AREAS	32.50
			MAR BLDG IMPROVEMENTS	439.16
		MID AMERICA BANK	COPY OF WARRANTY DEED	2.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 2/26-3/25/	60.72
			TOTAL:	19,617.32
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	394.00
		INTERNAL REVENUE SERVICE	Fed WH	906.67
			FICA	958.42
			Medicare	224.13
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	136.87
		HSA BANK	HSA Family/Dep. Contributi	45.00
			TOTAL:	3,059.68
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	958.42
			Medicare	224.13
		ICMA	Retirement 401%	90.30
			Retirement 401	775.33
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	164.96
		WEX INC	AMB FUEL	486.92
		HSA BANK	HSA Family/Dep. Contributi	300.00
		EMERGENCY SERVICES SUPPLY	NEW 2022 AMBULANCE	243,931.00
			TOTAL:	246,967.70
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	187.80
		INTERNAL REVENUE SERVICE	Fed WH	280.77
			FICA	372.71
			Medicare	87.17
		ICMA	Retirment 457 &	27.51
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
			TOTAL:	1,068.50
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 3/9-4/7/23	11.51
			KAISER TERMINAL BLD 3/9-4/	255.56
			LCF HANGAR 2 3/9-4/7/23	22.61
			LCF NEW AP HANGAR 3/9-4/7/	30.40
		INTERNAL REVENUE SERVICE	FICA	372.71
			Medicare	87.17
		ICMA	Retirement 401%	45.41
			Retirement 401	356.09
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.09
		WEX INC	LCF FUEL	89.46
		HSA BANK	HSA Contribution	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	195.00
		MID AMERICA BANK	NORGREN VALVE	<u>226.22</u>
			TOTAL:	1,738.73
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	66.20
		INTERNAL REVENUE SERVICE	Fed WH	293.50
			FICA	244.23
			Medicare	57.12
		ICMA	Retirment 457 &	13.42
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
			TOTAL:	729.47
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	244.23
			Medicare	57.12
		ICMA	Retirement 401%	25.35
			Retirement 401	247.00
		LOWE'S	BOLTS, ANCHORS, EPOXY,	37.41
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		HSA BANK	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	720.08

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

10	General Fund	113,341.78
20	Transportation	115,196.29
30	Water Fund	15,871.01
35	Sewer Fund	23,536.59
40	Ambulance Fund	250,027.38
45	Lee C. Fine Airport Fund	2,807.23
47	Grand Glaize Airport Fund	1,449.55

 GRAND TOTAL: 522,229.83

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	<u>60.43</u>
			TOTAL:	60.43
City Clerk	General Fund	MO CITY CLERKS & FINANCE OFFICERS ASSO	MOCCFOA DUES 4/23-4/24-BER	25.00
		INTERNATIONAL INSTITUTE OF MUNICIPAL CL	IIMC 2023 MEMBRSH-P. BERR	185.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- T. BERRETH	44.50
		STAPLES BUSINESS ADVANTAGE	LABELS	<u>52.62</u>
			TOTAL:	307.12
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 3/1-3/31	392.76
		STAPLES BUSINESS ADVANTAGE	TONER	<u>60.43</u>
			TOTAL:	453.19
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	4.46
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- J. HOFFMAN	29.28
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- JANITORIAL SVC	76.30
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	78.88
		BEISHIR LOCK & SECURITY	INSTALL 2 EXTERIOR CAMERAS	3,453.91
			INSTALL CAMERA-PD HALLWAY	768.75
		STAPLES BUSINESS ADVANTAGE	FOAM CUPS	67.36
			BATHROOM TOWELS	33.98
			BATHROOM TOWELS & SPOONS	78.71
			REFUND FOAM CUPS	67.36-
			PPR TOWELS, FORKS, COFFEE	104.69
			SWIFFER WET JET KIT & REFI	49.69
			TRASHBAGS & BATHROOM TOWEL	114.92
			HAND SOAP	28.89
		AMAZON CAPITAL SERVICES INC	AQUASENSE E-Z FLUSH KITS	283.80
			FLUSH VALVE- RESTROOM	134.40
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	284.20
			HVAC SYSTEM MAINTENANCE	483.63
		NICK'S TRUE VALUE HARDWARE	FOAM EAR PLUGS	16.99
			SET SCREWS- WORKOUT ROOM	2.88
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
			TOTAL:	6,130.26
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	1,111.40
		ADVANCED TURF SOLUTIONS INC	FERTILIZER	1,007.96
		O'REILLY AUTOMOTIVE STORES INC	SUCTION GUN	13.99
			STANDARD PLUG TAP	9.99
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	46.00
		SMART POSTAL CENTERS	5 BALL PARK SIGNS	1,625.00
			2 4X8 METAL SIGNS- BALLPAR	650.00
		CORE & MAIN LP	PARTS FOR CHEMICAL SPRAYER	6,787.52
		MAGRUDER LIMESTONE CO INC	GRAVEL- PARKS	262.99
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
		KWIK KAR WASH DETAIL LUBE	BASIC CAR WASH- P1	10.00
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	380.50
		AMAZON CAPITAL SERVICES INC	FIRST BASE W/ IN-GROUND AN	269.90
			ANCHOR CLEAN OUT TOOL	66.54
		KOHL WHOLESALE	CONCESSION SUPPLIES	<u>757.74</u>
			TOTAL:	13,003.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM DRUG TESTING	420.00
		LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT TESTING	<u>106.00</u>
			TOTAL:	526.00
Overhead	General Fund	HAWKEN PAINT & BODY INC	REPLACE MIRRORS- PD27	<u>405.72</u>
			TOTAL:	405.72
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRE- PD 26	183.90
		ED ROEHR SAFETY PRODUCTS CO	2 LIGHT BARS & ACCESSORIES	5,337.56
		GULF STATES DISTRIBUTING INC	AMMUNITION	3,825.00
		MO POLICE CHIEFS ASSC	MEMB DUES TAYLOR 1/2023-1/	50.00
		TURN KEY MOBILE INC	5 PRINTERS & DOCKING STATI	4,265.00
			DC POWER ADAPTER- PD21	153.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- S. PHILLIP	44.50
			BUSINESS CARDS- N. CHAMBER	44.50
		GT DISTRIBUTORS INC	DUMMY ROUNDS	69.98
		VIRTUAL ACADEMY	ACDMY TRNG CTLG 6/2023-6/2	<u>1,600.00</u>
			TOTAL:	15,573.44
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES APR-JUNE 202	210.00
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 4/1-4/30/	<u>4,065.00</u>
			TOTAL:	4,275.00
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- BOA OTTE	34.30
			NPH-TOPSIDERS PLNNG COMMIS	<u>58.10</u>
			TOTAL:	92.40
Information Technology	General Fund	BEISHIR LOCK & SECURITY	INSTALL CAMERA- PD/911 HAL	2,133.75
			INSTALL CAMERA-SAFE ZONE P	<u>2,837.50</u>
			TOTAL:	4,971.25
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	<u>270.00</u>
			TOTAL:	270.00
Economic Development	General Fund	SMART POSTAL CENTERS	3 EASTER BANNERS	480.00
			FOOD TRUCK BANNERS	320.00
		ALPHAGRAPHS OF OSAGE BEACH	LOGO SVCS-DRAGON SMOKE BBQ	90.00
		COLUMBIA CAPITAL MANAGEMENT LLC	SVCS- OASIS	<u>16,500.00</u>
			TOTAL:	17,390.00
Transportation	Transportation	CAPITAL MATERIALS LLC	ASPHALT MIX	4,924.90
		RP LUMBER INC	CONCRETE & NUTDRVR-ZEBRA S	259.57
			CONCRETE- ZEBRA RD	251.58
			PREMIX CONCRETE-ZEBRA RD S	149.75
		ECONO SIGNS & BARRICADE LLC	YELLOW VINYL- STREET SIGNS	775.44
		O'REILLY AUTOMOTIVE STORES INC	MOTOR TRTMNT-PAINT SPRAYER	22.98
		SHERWIN-WILLIAMS	LASER, STRAINER, LUBRICANT-P	199.77
		KEY EQUIPMENT & SUPPLY CO	PARTS FOR STREET SWEEPER	727.49
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
		BEISHIR LOCK & SECURITY	SVC CALL- GARAGE FIBER	3,901.60
		PARKWAY PLAZA TIRE	TIRE REPAIR- TRK 69	25.00
			STRUT ASSEMBLY & ALIGNMENT	1,307.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON CAPITAL SERVICES INC	TOILET PAPER	15.78
			URINAL SCREENS	8.66
			NOTEBOOKS & DRY ERASE MARK	8.32
			CREAMER, PPR TOWELS, SUGAR	40.39
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 3/10-4/10/2	356.44
		NICK'S TRUE VALUE HARDWARE	CONCRETE ANCHORS- SHOP BLD	8.99
			CLEANERS & WEED KILLER	29.14
			ZIP-TIES	34.58
		CUSTOM PRODUCTS CORPORATION	BLANK ALUMINUM SIGNS	937.36
			STOP SIGNS & MARKERS	1,882.86
		THE NUNN COMPANY LLC	PROPERTY APPRAISAL- BLUFF	<u>1,450.00</u>
			TOTAL:	17,683.60
Water	Water Fund	USABBLUEBOOK	CHLORINE & DRUM PUMP	1,404.13
			HYD WRENCH & PLIERS	312.30
			PARTS- CHEMICAL PUMP REPAI	317.20
		FASTENAL CO	2.5" METER BOLTS	1,271.35
		CORE & MAIN LP	10 2" REGULATORS	7,125.70
			REPAIR BANDS & 6" MEGA LUG	952.73
			2" PVC & 1" CTS	281.80
			2 2" REGULATORS	1,425.14
			5/8 PRV	1,682.76
			VALVE BOX RISERS	642.21
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
		AMAZON CAPITAL SERVICES INC	UNIVERSAL SOCKETS	30.98
			URINAL VALVE	111.10
			TOILET PAPER	15.78
			URINAL SCREENS	8.66
			NOTEBOOKS & DRY ERASE MARK	8.32
			CREAMER, PPR TOWELS, SUGAR	40.38
		REEVES-WIEDEMAN COMPANY	SAW BLADES	225.13
		NICK'S TRUE VALUE HARDWARE	CLEANERS & WEED KILLER	<u>29.15</u>
			TOTAL:	16,166.35
Sewer	Sewer Fund	USABBLUEBOOK	3" HOSE SHANK COUPLINGS-TR	377.26
			OZONE PRODUCING LAMPS	604.96
		GRAINGER INC	ELECTRIC SHOCK PROTECTION	248.68
		SCHULTE SUPPLY INC	14" PIP WRENCH	492.60
		MUNICIPAL EQUIPMENT CO	ISO CONTROLLER- KK49	565.44
			PUMP- STOCK	2,926.87
			L/S ASSESSMENT INSPECTIONS	123,380.00
		LAKE SUN LEADER 81525 & 1586450	ADV FOR BIDS-SWR MAIN RPLC	124.60
		CONSOLIDATED ELECTRICAL DISTR, INC	INSULATED CONNECTORS- SAND	169.82
			SPLICER REDUCER- SANDS	619.68
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MAR MONTHLY FLOWS	41,989.44
		BOWLING ELECTRIC MACHINE	148 CAPACITORS	2,475.50
			120 TITAN CONTACTORS	3,420.00
		BUTLER SUPPLY CO	COPPER BUILDING WIRE	692.63
			PVC PARTS- SANDS	91.85
		CROWN POWER & EQUIPMENT	WEEDEATER MIX, LINE, AND G	89.68
		CORE & MAIN LP	VALVE BOXES- STOCK	219.66
			VALVE BOX RISERS- STOCK	125.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	205.95
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORMS	200.48
			SEWER DEPT FLOOR MATS	10.33
		AMAZON CAPITAL SERVICES INC	LED FLASHLIGHT- TRK 58	138.15
			CHEST HUNTING WADERS	228.96
			SOCKET SETS- TRK 65	226.74
			TOILET PAPER	15.79
			URINAL SCREENS	8.67
			WRENCH & IMPACT SOCKET	400.34
			FLASH AND SHOCK LABELS	235.98
			VOLTAGE TSTRS, CLAMP, MULTIM	557.42
			NOTEBOOKS & DRY ERASE MARK	8.33
			WINCH- PUMP REPAIR/REPLACE	361.99
			CREAMER, PPR TOWELS, SUGAR	40.39
			POLO SHIRTS- K. NERVIG	108.71
			LED EMERGENCY LIGHT BAR-TR	89.99
			LOCKOUT TAGOUT KIT	179.85
			CASE, LABEL PRNTR, FLSHLGHT	297.79
		REEVES-WIEDEMAN COMPANY	PVC & PVC CEMENT- TL01	27.79
			CAPS- SANDS	24.20
		THE BUILDERS' ASSOCIATION	LADDER SAFETY TRAINING	900.00
		NICK'S TRUE VALUE HARDWARE	RING TERMINALS- T103 PUMP	6.98
			SPADE BIT	11.99
			PUSH BROOM	39.99
			HARDWARE	15.92
			COUPLER & PLUG SET	10.99
			CLEANERS & WEED KILLER	<u>29.15</u>
			TOTAL:	183,008.88
Ambulance	Ambulance Fund	PSE INSTALLATION	INSTALL RADIO & ANTENNA-M1	590.00
		DOUGLAS G WILSON DO PC	MAR MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	15.40
		QUADMED INC	MEDICAL SUPPLIES	126.00
			MEDICAL SUPPLIES	203.35
			MEDICAL SUPPLIES	<u>282.95</u>
			TOTAL:	2,217.70
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	228 GAL LCF DYED DIESEL	820.57
			207 GAL LCF UNLEADED GAS	703.59
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	145.11
		STAPLES BUSINESS ADVANTAGE	TONER	<u>54.98</u>
			TOTAL:	1,777.94
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	JUMPSTART POWER PACK	<u>149.99</u>
			TOTAL:	199.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			63,462.30
20	Transportation			17,683.60
30	Water Fund			16,166.35
35	Sewer Fund			183,008.88
40	Ambulance Fund			2,217.70
45	Lee C. Fine Airport Fund			1,777.94
47	Grand Glaize Airport Fund			199.96

	GRAND TOTAL:			284,516.73

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 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. *Second Reading*

Requested Action:

Second 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. The First Reading was read and approved on April 20, 2023.

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: April 20, 2023

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.
Trish Shuman
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: May 4, 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. *Second Reading*

Requested Action:

Second 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. The First Reading was read and approved on April 20, 2023.

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: April 20, 2023

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
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.

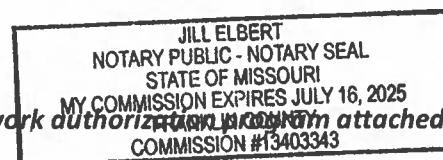
Chris Boone
Affiant Signature

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: May 4, 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. *Second Reading*

Requested Action:

Second 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, as amended from the first reading. The First Reading was read and approved on April 20, 2023.

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, 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: April 20, 2023

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: May 4, 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. *Second Reading*

Requested Action:

Second 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. The First Reading was read and approved on April 20, 2023.

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: April 20, 2023

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: May 4, 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. *Second Reading*

Requested Action:

Second 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. the First Reading was read and approved on April 20, 2023.

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: April 20, 2023

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: May 4, 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. *Second Reading*

Requested Action:

Second 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. The First Reading was read and approved on April 20, 2023.

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 o**fficer, 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: April 20, 2023

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: May 4, 2023
Originator: Ron White, Building Official
Presenter: Ron White, Building Official

Agenda Item:

Bill 23-35 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating Company, Inc. for Osage Beach City Hall Improvements for an amount not to exceed \$385,589.00 *First Reading*

Requested Action:

First Reading of Bill #23-35

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:

No

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10 09-774256 Building Improvements

FY2023 Budgeted Amount: \$612,379.00

FY2023 Expenditures to Date (MM/DD/YY): (\$ 41,775.00)

FY2023 Available: \$570,604.00

FY2023 Requested Amount: \$385,589.00

Department Comments and Recommendation:

Bid specifications were advertised for City Hall Parking Lot Rehab, Emergency Exit, and Sidewalk Replacement / Entrance Repairs as one project. Three bids were received with the bid tabulation attached. The apparent low bidder is Don Schnieders Excavating Company, Inc. for \$375,589.00 (Base Bid). The city has worked with this company before and I have received excellent reviews. I am requesting a not to exceed amount of \$385,589.00 for the base bid and an additional \$10,000.00 force account. The

budgeted amount for these items totaled \$379,000.00. If needed, there is money available for transfer within the Building Improvements account to cover the overage. Building Department recommends approval in an amount not to exceed \$385,589.00.

City Attorney Comments:

Per City Code 110.230, Bill 23-35 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. This project consists of four line-items within the Building Improvement budget, a total as indicated above of \$379,000. With the force account included in the request of not-to-exceed \$385,589, this project could potentially be over budget \$6,589 but will not be known until completion. At the conclusion of the project, an amendment will be completed if needed, from savings within other capital line items as indicated above.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE OSAGE BEACH CITY HALL IMPROVEMENTS PROJECT IN AN AMOUNT NOT EXCEED \$385,589.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Don Schnieder Excavating Co, Inc., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Three Hundred Eighty-Five Thousand Five Hundred Eighty-Nine Dollars. (\$385,589.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.35 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. 22.35.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach City Hall Improvements

BID FORM

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

Gentlemen:

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

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

Bidder hereby agrees to commence Work under this Contract within **90** days after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

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

No. <u>1</u>	Dated <u>4/17/2023</u>
No. _____	Dated _____

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

Osage Beach City Hall Improvements

BASE BID - CITY HALL SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization/ General Conditions	1	LS	40,000.00	40,000.00
2	Erosion Control	1	LS	1,200.00	1,200.00
3	Removal of Existing Improvements	1	LS	17,000.00	17,000.00
4	Clearing & Grubbing	1	LS	10,000.00	10,000.00
5	Access Drive Fill	400	CY	35.00	14,000.00
6	2" Pavement Mill	3,708	SY	3.00	11,124.00
7	Millings Haul Off	232	CY	29.00	6,728.00
8	2" Asphalt Overlay	3,708	SY	18.00	66,744.00
9	Full Depth Asphalt Paving Section #1	333	SY	69.00	22,977.00
10	Standard Duty Paving Section #2	787	SY	59.00	46,433.00
11	Concrete Curb and Gutter	472	LF	40.00	18,880.00
12	Concrete Sidewalk, 4"	377	SF	20.00	7,540.00
13	Concrete Sidewalk, 4" with Integral Curb	2,154	SF	14.00	30,156.00
14	Concrete Stairs	50	SF	206.00	10,300.00
15	Concrete Ramp	329	SF	28.00	9,212.00
16	General Concrete Slab	745	SF	11.00	8,195.00
17	ADA Ramp - Type 1	2	EA	2,620.00	5,240.00
18	Pavement Striping	1	LS	2,200.00	2,200.00
19	Wheel Stops	2	EA	200.00	400.00
20	ADA Signage	1	EA	500.00	500.00
21	"Do Not Enter" Signage	2	EA	500.00	1,000.00
22	Concrete Step Handrail	24	LF	160.00	3,840.00
23	Concrete Ramp Handrail	133	LF	195.00	25,935.00
24	Finish Grading, Seeding and Strawing	0.5	AC	31,970.00	15,985.00
Total Base Bid - City Hall Site Improvements:					375,589.00

ALTERNATE NO. 1 - CITY HALL SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Removal of Existing Improvements	1	LS	1,600.00	1,600.00
2	Concrete Sidewalk with Integral Curb	837	SF	17.00	14,229.00
Total Alternate 1 Bid - City Hall Site Improvements:					15,829.00

ALTERNATE NO. 2 - CITY HALL SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Pavement Sealing (West Lot)	1,986	SY	2.50	4,965.00
2	Pavement Striping	1	LS	750.00	750.00
Total Alternate 1 Bid - City Hall Site Improvements:					5,715.00

Osage Beach City Hall Improvements

TOTAL BASE BID IN WRITING: Three Hundred Seventy-Five Thousand, Five Hundred Eighty-Nine Dollars and Zero Cents

TOTAL BID INCLUDING ALTERNATES IN WRITING: Three Hundred Ninety-Seven Thousand, One Hundred Thirty-Three Dollars
and Zero Cents

Osage Beach City Hall Improvements

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

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

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

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page 1B-5, paragraph 6.0 Bid Security.

Dated at Jefferson City, Missouri this 20th day of April, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Osage Beach City Hall Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Don Schnieders Excavating Company, Inc.

Name of Corporation

By

Donald E. Rhea

President

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Kristy L. Libbert

Secretary or Assistant Secretary Signature

Kristy L. Libbert

Typed or Printed Name

(CORPORATE SEAL)

Business Address of Bidder: _____

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President _____

Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary _____

Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

Bid Tabulation
OSAGE BEACH CITY HALL IMPROVEMENTS
OB23-023
April 20, 2023



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Page 1

Item	Description	Unit	Quantity	Engineer's Estimate		Contractor Name		Contractor Name		Contractor Name	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/ General Conditions	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,000.00	\$ 28,000.00
2	Erosion Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00
3	Removal of Existing Improvements	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00	\$ 17,000.00	\$ 17,000.00	\$ 75,000.00	\$ 75,000.00
4	Clearing & Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
5	Access Drive Fill	CY	400	\$ 22.00	\$ 8,800.00	\$ 75.00	\$ 30,000.00	\$ 35.00	\$ 14,000.00	\$ 36.00	\$ 14,400.00
6	2" Pavement Mill	SY	3708	\$ 7.50	\$ 27,810.00	\$ 2.70	\$ 10,011.60	\$ 3.00	\$ 11,124.00	\$ 2.75	\$ 10,197.00
7	Milling Haul Off	CY	232	\$ 25.00	\$ 5,800.00	\$ 26.25	\$ 6,090.00	\$ 29.00	\$ 6,728.00	\$ 27.05	\$ 6,275.60
8	2" Asphalt Overlay	SY	3708	\$ 20.00	\$ 74,160.00	\$ 16.75	\$ 62,109.00	\$ 18.00	\$ 66,744.00	\$ 17.25	\$ 63,963.00
9	Full Depth Asphalt Paving Section #1	SY	333	\$ 75.00	\$ 24,975.00	\$ 49.00	\$ 16,317.00	\$ 69.00	\$ 22,977.00	\$ 52.50	\$ 17,482.50
10	Standard Duty Paving Section #2	SY	787	\$ 60.00	\$ 47,220.00	\$ 49.90	\$ 39,271.30	\$ 59.00	\$ 46,433.00	\$ 52.50	\$ 41,317.50
11	Concrete Curb and Gutter	LF	472	\$ 32.50	\$ 15,340.00	\$ 49.00	\$ 23,128.00	\$ 40.00	\$ 18,880.00	\$ 47.00	\$ 22,184.00
12	Concrete Sidewalk, 4"	SF	377	\$ 7.75	\$ 2,921.75	\$ 15.00	\$ 5,655.00	\$ 20.00	\$ 7,540.00	\$ 10.00	\$ 3,770.00
13	Concrete Sidewalk, 4" with Integral Cub	SF	2154	\$ 8.50	\$ 18,309.00	\$ 22.50	\$ 48,465.00	\$ 14.00	\$ 30,156.00	\$ 8.50	\$ 18,309.00
14	Concrete Stairs	SF	50	\$ 90.00	\$ 4,500.00	\$ 120.00	\$ 6,000.00	\$ 206.00	\$ 10,300.00	\$ 105.00	\$ 5,250.00
15	Concrete Ramp	SF	329	\$ 12.50	\$ 4,112.50	\$ 25.00	\$ 8,225.00	\$ 28.00	\$ 9,212.00	\$ 14.50	\$ 4,770.50
16	General Concrete Clab	SF	745	\$ 8.00	\$ 5,960.00	\$ 9.50	\$ 7,077.50	\$ 11.00	\$ 8,195.00	\$ 12.75	\$ 9,498.75
17	ADA Ramp - Type 1	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,620.00	\$ 5,240.00	\$ 2,250.00	\$ 4,500.00
18	Pavemenet Striping	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,850.00	\$ 2,850.00
19	Wheel Stops	EA	2	\$ 350.00	\$ 700.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00
20	ADA Signage	EA	1	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
21	"Do Not Enter" Signange	EA	2	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
22	Concrete Step Handrail	LF	24	\$ 60.00	\$ 1,440.00	\$ 120.00	\$ 2,880.00	\$ 160.00	\$ 3,840.00	\$ 110.00	\$ 2,640.00
23	Concrete Ramp Handrail	LF	133	\$ 100.00	\$ 13,300.00	\$ 100.00	\$ 13,300.00	\$ 195.00	\$ 25,935.00	\$ 155.00	\$ 20,615.00
24	Finish Grading, Seeding and Strawing	AC	0.5	\$ 10,000.00	\$ 5,000.00	\$ 16,000.00	\$ 8,000.00	\$ 31,970.00	\$ 15,985.00	\$ 32,000.00	\$ 16,000.00
25							\$ -		\$ -		\$ -
26							\$ -		\$ -		\$ -
27							\$ -		\$ -		\$ -
TOTAL BASE BID				\$ 345,548.25		\$ 375,729.40		\$ 375,589.00		\$ 377,322.85	

Osage Beach City Hall Improvements

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Don Schnieders Excavating Company a corporation of State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

OSAGE BEACH CITY HALL IMPROVEMENTS

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Ninety (90)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Osage Beach City Hall Improvements

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*
LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
_____ and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said _____ acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-36- An ordinance of the City of Osage Beach, Missouri,authorizing the Mayor to sign a On Call Engineering Services Agreement with Crawford, Murphy, and Tilly (CMT). *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-36

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).

CMT is the engineering firm that currently handles all of the City Airport Engineering needs, but their company provides a wide range of engineering services.They have been a good partner for us with airport projects for more than 10 years now and their expertise in utility infrastructure and road improvements will make a good addition.

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.

Again, I am asking for the first and second readings here. We need to get these engineering firms working on our projects as quickly as possible.

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 23-36 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 SIGN A ON CALL ENGINEERING SERVICE AGREEMENT WITH CRAWFORD, MURPHY, AND TILLY

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit A.

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.36 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. 23.36.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, 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 [Engineer Legal Name] ("**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:
_____.

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 reasonable costs, expenses, and attorney fees incurred to the extent caused by the Engineer's negligent performance of professional services 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

ENGINEER:
[ENGINEER LEGAL NAME]

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	\$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-37 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a On Call Engineering Services Agreement with Bartlett and West, Inc. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-37

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).

Bartlett and West worked with the City and did the design on the early phases of the Mace Road project. We were very impressed with their work and feel like their experience with project design work, construction inspection, and roadway improvements will make a good addition.

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.

Again, I am asking for the first and second readings here. We need to get these engineering firms working on our projects as quickly as possible.

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 23-37 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 SIGN A ON CALL ENGINEERING SERVICE AGREEMENT WITH BARTLETT AND WEST, INC.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Bartlett and West, Inc. substantially under the terms set forth in Exhibit A.

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.37 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. 23.37.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, 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 Bartlett & West, Inc. (“**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 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 such policies (except Worker's Compensation and Professional liability 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: Austin Johnson, 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, against third party claims, damages, liability and court awards including costs, expenses, and reasonable attorney fees recoverable by law incurred as a result of any negligent 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:

106 Monroe Street
Suite 201
Jefferson City, MO 65101

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

ENGINEER:
BARTLETT & WEST, INC.

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

BARTLETT & WEST, INC.
2023 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2023

	XII	\$280.00	GIS Coordinator IX	\$246.00
	XI	257.00	GIS Coordinator VIII	231.00
	X	236.00	GIS Coordinator VII	220.00
Engineer	IX	220.00	GIS Coordinator VI	204.00
Landscape Architect	VIII	207.00	GIS Coordinator V	193.00
Architect	VII	192.00	GIS Coordinator IV	183.00
Operations Consultant	VI	178.00	GIS Coordinator III	167.00
Environmental Planner	V	167.00	GIS Coordinator II	151.00
Transportation Planner	IV	152.00	GIS Coordinator I	140.00
	III	141.00		
	II	131.00	GIS Developer/DBA VI	\$213.00
	I	120.00	GIS Developer/DBA V	197.00
			GIS Developer/DBA IV	181.00
Engineering Technician XI		\$215.00	GIS Developer/DBA III	167.00
Engineering Technician X		173.00	GIS Developer/DBA II	154.00
Engineering Technician IX		155.00	GIS Developer/DBA I	144.00
Engineering Technician VIII		143.00		
Engineering Technician VII		129.00	GIS Analyst V	\$150.00
Engineering Technician VI		120.00	GIS Analyst IV	139.00
Engineering Technician V		112.00	GIS Analyst III	129.00
Engineering Technician IV		105.00	GIS Analyst II	118.00
Engineering Technician III		97.00	GIS Analyst I	108.00
Engineering Technician II		90.00		
Engineering Technician I		80.00	GIS Technician IV	\$109.00
			GIS Technician III	98.00
Surveyor X		\$212.00	GIS Technician II	86.00
Surveyor IX		197.00	GIS Technician I	76.00
Surveyor VIII		178.00		
Surveyor VII		158.00	Project Coordinator V	\$173.00
			Project Coordinator IV	158.00
Survey Technician VIII		\$149.00	Project Coordinator III	142.00
Survey Technician VII		133.00	Project Coordinator II	130.00
Survey Technician VI		115.00	Project Coordinator I	115.00
Survey Technician V		101.00		
Survey Technician IV		90.00	Systems Analyst	\$191.00
Survey Technician III		82.00	Systems Administrator	144.00
Survey Technician II		75.00	Systems Technician	96.00
Survey Technician I		70.00		
			Administrator VI	\$149.00
Construction Eng. Tech IX		\$186.00	Administrator V	133.00
Construction Eng. Tech VIII		165.00	Administrator IV	120.00
Construction Eng. Tech VII		152.00	Administrator III	99.00
Construction Eng. Tech VI		141.00	Administrator II	88.00
Construction Eng. Tech V		129.00	Administrator I	80.00
Construction Eng. Tech IV		114.00		
Construction Eng. Tech III		101.00	Administrative Technician V	\$90.00
Construction Eng. Tech II		91.00	Administrative Technician IV	78.00
Construction Eng. Tech I		80.00	Administrative Technician III	69.00
			Administrative Technician II	64.00
Right-of-Way Technician VI		\$138.00	Administrative Technician I	56.00
Right-of-Way Technician V		122.00		
Right-of-Way Technician IV		110.00		
Right-of-Way Technician III		99.00		
Right-of-Way Technician II		87.00		
Right-of-Way Technician I		80.00		

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-38 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Requested Action:

First Reading of Bill #23-38

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 -Re-adoption is required in order to keep our policy in effect.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The re-adoption of our Chapter 120-Conflicts of Interest is required by MEC (Missouri Ethics Commission) in order for all elected, appointed officials, and decision-making personnel, as well as candidates for public office, to avoid the requirement of filing Personal Finance Disclosure States (Long Form).

City Attorney Comments:

Per City Code 110.230, Bill 23-38 is in correct form. Adoption of this ordinance complies with Missouri Statutes Section 105.485.4.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. The follow sections of the Osage Beach Municipal Code are hereby reenacted and readopted as set for the below:

Section 120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020 Conflicts of Interest.

- a. All elected and appointed officials as well as employees of the City must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. If the Mayor or any member of the Board of Aldermen has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before the Board, he or she must disclose that interest to the City Clerk and such disclosure shall be recorded in the City’s records. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 120.030 Disclosure Reports. Each elected official, candidate for elective office, the City Administrator, and the City Attorney shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487 if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

- c. The City Administrator and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 120.040 Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for
 - 4. candidacy.
- a. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 120.060. Time Limit. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ SECOND TIME:

Ayes: Nays: Abstain: Absent:

Date _____

Date _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 2023
Originator: Kevin Crooks, Public Works Operations Manager
Presenter: Kevin Crooks, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of an ABS/ Sulzer Model XFP 100 J CHI .368 PE 630/4 Submersible pump from Municial Equipment Inc. for \$50,155.51 plus freight.

Requested Action:

Motion to purchase an 84HP replacement pump for Lift Station BL13 on Passover Road. In March, one of the existing pumps failed mechanically and the pump is of the age that repair is not cost effective. The quote includes a "Quick Ship" option for an additional \$6,646.05 as the high volume station is on one pump, and standard delivery would require 16-18 weeks. The pump from Municipal Pump Inc, a sole-source supplier for our pumps, is \$50,155.51 (plus freight).

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 station currently operates on one pump.

Budgeted Item:

No.

Budget Line Information (if applicable):

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

FY2023 Budgeted Amount: \$ 975,000

FY2023 Expenditures to Date (MM/DD/YY): \$ 198,010 (04/24/23)

FY2023 Available: \$ 776,990

FY2023 Requested Amount: \$50,155.51

Department Comments and Recommendation:

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Kevin Crooks
City of Osage Beach, MO

DATE: March 17, 2023

RE: BL13/29-5 Replacement Pump

Dear Kevin,

Following are prices for the requested replacement pump:

Duty Point 641 GPM @ 167' TDH

Standard pump option - Delivery time of 16-18 weeks

- One (1) ABS/Sulzer model XFP100J CH1.368 PE630/4 submersible pump with a 4" discharge connection and a 84 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable
- One (1) Non witnessed hydraulic and vibration test

PRICE.....\$43,509.46+ freight

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

PRICE.....\$1,500.00 per day

Quick Ship pump option - Delivery time of 4-6 weeks

- One (1) ABS/Sulzer model XFP100 J CH1.368 PE630/4 submersible pump with a 4" discharge connection and a 84 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable. Includes full monitoring with bearing and motor bimetallic temperature switches and closed loop cooling system for continuous in air operation
- One (1) Full pump testing

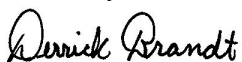
PRICE.....\$50,155.51 + freight

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

PRICE.....\$1,500.00 per day

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

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is AS SHOWN ABOVE weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

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

Accepted by

Company

Date

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 4, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to accept petition for placement of a new street light at the corner of College and Bradford Drive.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Motion to Approve

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The City received a Street Light petition in accordance with section 510.180 of the Osage Beach Ordinances in late February for the installation of a new street light at the corner of College Blvd and Bradford Drive. I have been in contact with the petitioner as we have been doing our research on whether this petition meets all of the criteria.

Attached you will find sections 510.180 and 510.200 of the Osage Beach City Ordinances along with the petition that was turned in and some notes that detail how we came to the conclusion that a street light is needed at this location.

Across the street and just a few houses down from this location, there used to be a business that had a light in their parking lot. That business is no longer there and neither is the parking lot light that used to provide light in this area.

We inquired with Ameren about the cost of a street light at this corner. Unfortunately, Ameren does not currently have the proper infrastructure in this area to accommodate

the city. We have asked them for a quote which they are preparing. We are being told that the cost of putting a light in this area will exceed \$8,000 and that we will have to get on a waiting list in order to have this work scheduled. It could take sometime before they get us scheduled for this work. Once we get a quote and timeline from Ameren we will be able to tell you more, but the petition does meet all of the requirements.

Staff recommends acceptance of petition for new street light per City Code.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation. As noted below, when quotes and timelines are received, a determination can be made if this work will be completed in 2023 or pushed to 2024, based on funds available. Each year the City does placeholder budgeted funds for these types of requests, to be done on a first come-first serve basis as approved by the Board and as budgets allow.



RECEIVED

FEB 23 2023

CITY CLERK

City of Osage Beach
Petition to Install New Streetlight(s)

We the undersigned property owners, who represent a minimum of 66% of the property owners on Bradford Dr,
College Blvd + Brookfield Lane, OB, MO, which is a public street, do
hereby petition the Osage Beach Board of Aldermen to add into the City inventory a streetlight(s) at the following
location(s): Northeast corner of College + Bradford Drive, Osage Beach,
MO

We the undersigned understand the Board of Aldermen may choose not to install and accept into the City inventory or
may require additional information; improvements; or actions by the petitioners. Petitioners understand there are
minimum requirements as set forth in City Code Chapter 410 and City Design Guidelines Section 7, which must be met
prior to the Board of Aldermen considering acceptance.

PRINTED NAME**STREET ADDRESS****SIGNATURE****DATE**

Nancy Callahan	832 Bradford Drive	Nancy Callahan	2-7-23
Sharon Spencer	838 Bradford Drive	Sharon Spencer	2/7/23
Jay + Shirley Zeller	844 Bradford Drive	Shirley Zeller	2/7/23
Sharon Hall	839 Bradford Drive	Sharon Hall	2/7/23
Thomas Flanagan	845 Bradford Drive	Tom Flanagan	2/7/23
Carol Hudson	851 Bradford Drive	Carol Hudson	2/7/23
Paul + Judi Fairhurst	831 College Blvd	Judi + Paul Fairhurst	2-7-23
Matthew + Deborah Mayes	825 College Blvd	Matthew S. Mayes	2-7-23
Katie Matthews	819 College Blvd.	Katherine Matthews	2-7-23
John + Cindy Phillips	816 College Blvd.	Ann Phillips	2-7-23
Connie Sperling	813 College Blvd	Connie Sperling	2/7/23
Richard + Janet Sodermann	807 College Blvd.	Richard Sodermann	2/20/23
JoAnn Carson	801 College Blvd	JoAnn Carson	2/7/23
Kelly Hooper	857 Bradford Drive	Kelly Hooper	2/7/23
Penny Bradshaw	3798 Brookfield	Penny Bradshaw	2/7/23
Mary Anita Burfee	3965 Aspen Ct.	Mary Burfee	2/7/23
Jeffery + Carla Sommerer	3792 Brookfield Lane	Carla Sommerer	2/9/23
Skip + Jolene Alsup	3791 Brookfield Ln.	Glenn Alsup	2/9/23
Dorothy Taylor	3787 Brookfield Lane	Dorothy Taylor	2-9/23
John + Debbie Crenshaw	3777 Brookfield Ln.	Debbie Crenshaw	2/10/23
Maurice + Judy Knudson	3781 Brookfield Lane	Judy Knudson	2/9/23
Biana Orr	3776 Brookfield Ln.	Biana Orr	
Wendell + Merte Ketner	3773 Brookfield Ln.	Wendell Ketner	
Bill + Mary Burgess	3770 Brookfield Ln.	William J. Burgess	2/9/2023

RETURN COMPLETED FORM TO:

Osage Beach City Clerk, 1000 City Parkway, Osage Beach, MO 65065

For Office Use Only: Date Rec'd 2/23/23 Rec'd By JD

Review & Approved: PC ___ CP ___ PW ___ CA ___

Date Approved by Board of Aldermen: _____

Sharon Spencer
838 Bradford Drive
Osage Beach, MO 65065
PO Box 2517
Lake Ozark, MO 65049

February 20, 2023

Osage Beach City Clerk
1000 City Parkway
Osage Beach, MO 65065

Re: Petition to Install New Streetlight

Attached is a signed petition to install a new streetlight at the Northeast corner of College and Bradford Drive in Osage Beach, MO. This corner is extremely dark at night. It is a relatively high traffic area for residents in Ozark Meadows and adjacent neighbors not only for automobiles but also foot traffic.

I would appreciate a notice of whether The Board of Aldermen have approved this request and, if so, what the estimated time line is for installation.

Please advise if you need further information or have questions.

Respectfully,

A handwritten signature in cursive script that reads "Sharon K Spencer". The signature is written in dark ink and is positioned above the printed name and contact information.

Sharon K Spencer
573-216-8991
topekatornado@charter.net

Bradford and College:

- “At least sixty-six percent (66%) of the owners on the public street within the area of need must have requested a street light.” – **Need to confirm/deny based on the signatures of the petition. (Tara ?) 24**
- “The proposed street light must be on a public street.” – **Is the proposed streetlight on a public street? (Kevin Crooks) Yes**
- “There is a sufficient concentration of pedestrian traffic, vehicular accidents or high incident of crime to require a street light as recommended by the Chief of Police.” **(Todd Davis) No, heavy evening walking traffic**
- “The proposed street light must be within the City of Osage Beach corporate limits.” **(Cary Patterson) Yes**
- “The proposed street light must serve at least four (4) residences, if the area is residential.” **(Kevin Crooks) 35**
- Would the proposed street light to be constructed, should it be approved, meet the location and design standards (Article VI and Design Guidelines Section 7) **(Dave Van Leer/Kevin Crooks/Cary Patterson) There does not appear to be an existing pole at the northeast corner of College and Bradford. It appears a new pole and possibly transformer would be needed to place a street light at this location.**

Section 510.180. Guidelines For Consideration in Accepting Additional Street Lighting Into The Public Street System. [R.O. 2006 §510.180; Ord. No. 98.13 §1, 5-7-1998; Ord. No. 13.32 §§1 — 2, 6-20-2013]

- A. The guidelines for acceptance of street lights are as follows:
1. At least sixty-six percent (66%) of the owners on the public street within the area of need must have requested a street light.
 2. The proposed street light must be on a public street.
 3. There is a sufficient concentration of pedestrian traffic, vehicular accidents or high incident of crime to require a street light as recommended by the Chief of Police.
 4. The proposed street light must be within the City of Osage Beach corporate limits.
 5. The proposed street light must serve at least four (4) residences, if the area is residential.
 6. The proposed street light shall serve at least two (2) businesses, if the area is commercial.
 7. All street lighting shall be installed and inspected in accordance with Chapter 410, Subdivision Regulations, of the Code of Ordinances of the City of Osage Beach.

Section 510.200. Board of Aldermen Assurances and Actions in Accepting or Rejecting Street Lighting Petitions. [R.O. 2006 §510.200; Ord. No. 98.13 §3, 5-7-1998; Ord. No. 13.32 §§1 — 2, 6-20-2013]

- A. The Board of Aldermen may accept the original petition for placement of a street light and review it for accuracy, completeness and compliance with Section 510.180.
- B. The Board of Aldermen may place additional conditions as may be reasonable.
- C. When a street light proposal is accepted under this Section, the Board of Aldermen shall not guarantee immediate installation of any additional street lights, but may consider such installation as part of the City's public improvements budget.
- D. The Board of Aldermen may reject a proposed street light for any reason including the lack of adequate resources to install and maintain the proposed street light.
- E. The Board of Aldermen may, by a two-thirds (2/3) majority, waive any of the requirements of Section 510.180.

- 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*)
- Service Evaluation
 - IT Service Contract Evaluated (*Asst. City Administrator, M Welty*)

(*City Staff contact noted*)