

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

October 19, 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

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 October 5, 2023
- ▶ Bills List - October 19, 2023

UNFINISHED BUSINESS

- A. Bill 23-74 - An ordinance of the City of Osage Beach, Missouri, adding to Chapter 100 General Provisions Sections 100.220 Design Guidelings; Amending Chapter 410: Article IV Design Standards, Section 410.910 - Basic Standards; Article IV Design Standards, Section 410.910 - Basic Scope; Renumbering of Article VI Street Lighting to VII Street Lighting. *Second Reading*
- B. Bill 23-75- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Park Irrigation Improvements Project for an amount not to exceed \$190,112.12. *Second Reading*

NEW BUSINESS

- A. Public Hearing - Lakeport Village Petition to form Community Improvement District
- B. Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *First reading*
- C. Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purpose3s of the City Code vor various as set forth. *First Reading*
- D. Motion to approve the updated cost for the purchase of two F-150 Trucks at a cost of \$38,249 each from Joe Machens Ford using the State of Missouri cooperative bid contract #CC22237405.
- E. Discussion - The Fort of the Osage Tower

STAFF COMMUNICATIONS

- A. Department Update List - October 19, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
October 5, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, October 5, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Bob O'Steen, Alderman Justin Hoffman, Alderman Kellie Schuman. Absent Alderman Kevin Rucker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Human Resources Generalist Michael Raye, City Treasurer Karri Bell, Airport Manager Ty Dinsdale and Dave Van Leer Cochran.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Hoffman made a motion to approve the Consent Agenda as presented. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote. Absent Alderman Rucker

UNFINISHED BUSINESS

Bill 23-69 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, transfer of funds for Sewer Fund necessary expenses. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-69. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-69 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen. Bill 23-69 was passed and approved as Ordinance 23.69. Absent Alderman Rucker

Bill 23-70 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Elks Lodge #2517 Veterans Parade event support request in an amount not to exceed \$2,000. *Second Reading*

Alderman Hoffman made a motion to approve the second reading of Bill 23-70. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 23-70 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen. Bill 23-70 was passed and approved as Ordinance 23.70. Absent Alderman Rucker

Bill 23-73- An ordinance of the City of Osage Beach, Missouri, amending Osage Beach Code of Ordinance Sections 115.010 Definitions, 115.410 Evaluation of Certain Appointed Officials, 125.020 Definitions, 135.010 Definitions, and adding new Article XII City Engineer with Sections 115.500 Appointment - Term - Qualifications and 115.510 Duties. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-73. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-73 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman. Nay Alderman O'Steen. Bill 23-73 was passed and approved as Ordinance 23.73. Absent Alderman Rucker

NEW BUSINESS

Public Hearing -City Code Changes to Design Guidelines and Design Standards in regard to Storm Water and Drainage.

After a lengthy discussion, staff got feedback from the board and given some questions to answer and bring back answers to the next BOA meeting.

Alderman Ross made a motion to close the public hearing. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Rucker.

Bill 23-74 - An ordinance of the City of Osage Beach, Missouri, adding to Chapter 100 General Provisions Sections 100.220 Design Guidelines; Amending Chapter 410: Article IV Design Standards, Section 410.910 - Basic Standards; Article IV Design Standards, Section 410.910 - Basic Scope; Renumbering of Article VI Street Lighting to VII Street Lighting. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 23-74. This motion was seconded by Alderman O'Steen. Motion passes with a voice vote. Absent Alderman Rucker

Bill 23-75- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Park Irrigation Improvements Project for an amount not to exceed \$190,112.12. *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 23-75. This motion was seconded by Alderman Marose. Motion passes with a voice vote. Absent Alderman Rucker

Motion to direct the City Administrator to write a letter in support of the Capstone Development Group, LLC application for Low Income Housing Tax Credit Funds to build a 40-unit affordable senior community in Osage Beach.

Alderman Ross made a motion to direct the City Administrator to write a letter in support of the Capstone Development Group, LLC application for Low Income Housing Tax Credit Funds to build a 40-unit affordable senior community in Osage Beach. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote. Absent Alderman Rucker.

Motion for the Board of Aldermen to ratify the City's Mission Statement

Alderman Marose made motion for the Board of Aldermen to ratify the City's Mission Statement. This motion was seconded by Alderman Schuman. Motion passes unanimously with voice vote. Absent Alderman Rucker.

STAFF COMMUNICATIONS

Department Update List - October 5, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
 - Pending county audit report update. Waiting for more data from County.
 - 15 vendors have signed up for ACH.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; estimated completion October.
- Emergency generator back up plan for city (*PW Department*)
 - FY2024 Budget inclusion.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review November.

- Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Follow up discussion January/February.
 - Employee Survey Results
 - Estimated completion November.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - FY2024 Budget inclusion.
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - **FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.**
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion TBD.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - TBD
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.
 -

Parks and Recreation Manager Gregory – 6,000 people attended Food Truck Vendors
Fall Festival October 14, 2023

- Carry-over projects for 2024 include:
- Parking lot at City Park to replace Soccer Field #1
- Pickle-Ball Courts to replace old Sand Volleyball courts.
- Parking lot at Peanick Park

On a smaller scale, I do have the following Parks Master Plan projects listed in the Parks 2024 Parks budget request:

- Watercraft Rental @ Lakefront property: Funding to purchase kayaks, equipment, and materials to construct a rental booth and watercraft storage building.
- Frisbee Golf Course: Funding to purchase equipment and materials to construct a 9-hole frisbee golf course at City Park.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Hoffman – Got a call from a resident about a sewer pump going out, informed them to go to the website.

Kudos to the Sewer department for the quick response.

Alderman O'Steen – Great job Jeana on updated the Department List.

Alderman Ross – Zero Tolerance on sewer smell should be our mentality.

EXECUTIVE SESSION

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.

Alderman Ross moved to open the Executive Session. Alderman Schuman 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, Absent Alderman Rucker. The meeting was therefore open.

No announcements were made following the closed session.

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

ADJOURN

The meeting adjourned at 7:30 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 October 5, 2023, and approved October 19, 2023.

Tara Berreth, City Clerk

Michael Harmison, Mayor

**** All meetings may be viewed on Facebook and YouTube for further details and clarification.**

**CITY OF OSAGE BEACH
BILLS LIST
October 19, 2023**

Bills Paid Prior to Board Meeting	\$	347,093.85
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Payroll Paid Prior to Board Meeting	\$	151,454.19
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SRF Transfer Prior to Board Meeting

TIF Transfer Osage Beach Commons

TIF Transfer Dierbergs

Bills Pending Board Approval	\$	555,233.84
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Total Expenses	\$	1,053,781.88
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	2,998.00
			ADJUST PAYROLL DEDUCTIONS	176.00
			ADJUST PAYROLL DEDUCTIONS	44.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premium	117.00
			Dental Insurance Premium	117.00
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	831.60
			Health Insurance Contribut	712.80
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	52.00
			Vision Insurance Contribut	52.00
		MO DEPT OF REVENUE	State Withholding	4,244.00
			Fed WH	11,625.59
			FICA	8,158.87
			Medicare	1,908.12
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.09-
			Pre-Paid Legal Premiums	106.66
			Pre-Paid Legal Premiums	106.66
		MISSIONSQUARE RETIREMENT	Loan Repayment	77.62
			Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirment 457 &	3,081.69
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	538.06
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	200.00
			OTHER AGENCY CASH BOND	100.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	17.05
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	811.48
			American Fidelity	811.48
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	10.06
			ADJUST PAYROLL DEDUCTIONS	42.58
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	313.33
			HSA Family/Dep. Contributi	1,807.24
		ONE TIME VENDOR LINCOLN COUNTY CIRCUIT	OTHER AGENCY CASH BOND	<u>146.00</u>
			TOTAL:	49,531.80
Mayor & Board	General Fund	RUCKER, KEVIN	MML TRAVEL REIMB-K. RUCKER	189.21
		SCHUMAN, LEE	CITIZENS ADVISORY MEETING	25.00
		O'KEEFE, GLORIA	CITIZENS ADVISORY MEETING	25.00
		BOOTH, CORY	CITIZENS ADVISORY MEETING	25.00
		HAGEDORN, LUKE	CITIZENS ADVISORY MEETING	25.00
		SCHMITT, DARLINE	CITIZENS ADVISORY MEETING	25.00
		O'STEEN, JOHN R	MEAL REIMB MML- B. O'STEEN	35.00
		HAMNER, GARY	JOINT SEWER BOARD MTG 9/19	25.00
		VANHOOK, BOB	CITIZENS ADVISORY MEETING	25.00
		HERNANDEZ, AMY	CITIZENS ADVISORY MEETING	25.00
		HOFFMAN, JUSTIN	TRAVEL REIMB MML- HOFFMAN	<u>193.34</u>
			TOTAL:	617.55
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		WELTY, MIKE	TRAVEL REIMB MML-WELTY	129.60
		INTERNAL REVENUE SERVICE	FICA	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,670.63
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	194.03
			Medicare	45.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.54
			Retirement 401	195.26
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,414.08
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.01
			Health Insurance Contribut	287.01
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	615.45
			Medicare	143.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.60
			Retirement 401	609.68
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,195.56
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	98.82
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		SMITH, GARY L	JULY MUNICIPAL JUDGE SERVI	1,763.16
			AUG MUNICIPAL JUDGE SERVIC	1,763.16
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	5,121.21
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	353.59
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	<u>7.40</u>
			TOTAL:	917.61
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	77.00
			Dental Insurance Premiums	77.00
			Health Insurance Contribut	143.50
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	935.40
			Health Insurance Contribut	311.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	477.82
			Medicare	111.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	80.50
			Retirement 401	483.02
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	29.67
			Group Life Ins and Buy Up	29.67
			Short Term Disability Ins	25.90
			Short Term Disability Ins	25.90
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	5,981.23
Building Maintenance	General Fund	REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	314.01
		INTERNAL REVENUE SERVICE	FICA	32.85
			Medicare	7.68
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 8/15-9/15/23	30.00
		COCHRAN ENGINEERING	BUILDING IMPROV ENG	5,727.50
		PHEGLEY, JANICE	REIMB CORD FOR BIKE-PHEGLE	<u>20.88</u>
			TOTAL:	6,132.92
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	861.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		REPUBLIC SERVICES #435	PARK TRASH SERVICE	178.17
		INTERNAL REVENUE SERVICE	FICA	449.57
			Medicare	105.15
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	342.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	20.39
			Group Life Ins and Buy Up	15.00
			Short Term Disability Ins	37.00
			Short Term Disability Ins	29.60
		COCHRAN ENGINEERING	IRRIGATION ENG	912.50
			PARK IMPROV ENG	1,922.50
		OPTUM BANK INC	HSA Contribution	112.50
			TOTAL:	6,250.99
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.49
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.19
			Retirement 401	193.13
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		CAPITAL ONE, N.A.	ICE CREAM	59.22
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,263.50
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,722.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,698.33
			Medicare	864.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	554.73
			Retirement 401	3,458.11
		SCHWENN, DAVID MATTHEW	MEALS AWR 122- M. SCHWENN	50.00
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	799.64
		MCCROREY, BOBBY	MEALS LEADERSHIP TRNG-MCCR	105.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	167.05
			Group Life Ins and Buy Up	167.05
			Short Term Disability Ins	170.20
			Short Term Disability Ins	170.20
			Short Term Disabiilty Ins	7.27
			Short Term Disabiilty Ins	7.27
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	34,874.56
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	990.33
			Medicare	231.60
		MISSIONSQUARE RETIREMENT	Retirement 401%	90.69
			Retirement 401	693.86
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	5,047.72
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	143.50
			Health Insurance Contribut	935.40
			Health Insurance Contribut	311.80
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	33.63
			Retirement 401	201.77
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	14.27
			Group Life Ins and Buy Up	14.27
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,081.37
Engineering	General Fund	AT&T MOBILITY-CELLS	PRK DEPT ELECTRIC SIGN 9/1	46.23
		COCHRAN ENGINEERING	GENERAL ENG	<u>43,120.00</u>
			TOTAL:	43,166.23
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	28.14
			Retirement 401	168.82
		AT&T INTERNET/IP SERVICES	GG INTERNET 9/11/23	769.14
			LCF INTERNET 09/11/23	1,243.07
			PARK INTERNET 9/11/23	823.72
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		BEAN, MIKEAL S	MEALS IT SUMMIT-M. BEAN	75.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,728.38
Economic Development	General Fund	CITY OF OSAGE BEACH	GIFT CRDS 2023 BBQ COMPETI	7,743.10
		REPUBLIC SERVICES #435	SPECIAL EVENTS TRASH SERVI	167.48
		POWERS ENTERTAINMENT GROUP LLC	2023 FALL FEST ENTERTAINME	6,660.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2023 FALL FEST ENTERTAINME	4,325.00
		PROMO 4 U	DRAGON SMOKE BBQ TSHIRTS	3,722.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.84
			Short Term Disability Ins	7.40
		ROSEMARY MORROW	KCBS REP TRVL EXP- BBQ COM	<u>307.90</u>
			TOTAL:	22,940.22
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.80
			Health Insurance Contribut	39.81
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	State Withholding	508.79
		INTERNAL REVENUE SERVICE	Fed WH	1,126.54
			FICA	897.22
			Medicare	209.84
		LEGALSHIELD	Pre-Paid Legal Premiums	7.98
			Pre-Paid Legal Premiums	7.98
		MISSIONSQUARE RETIREMENT	Retirment 457 &	68.76
			Retirement 457	188.01
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	90.00
			American Fidelity	90.00
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	25.12
			Texas Life After Tax	25.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>116.41</u>
			TOTAL:	3,998.42
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	417.82
			Health Insurance Contribut	417.83
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.68
		REPUBLIC SERVICES #435	TRANS TRASH SERVICE	84.00
		INTERNAL REVENUE SERVICE	FICA	897.24
			Medicare	209.83
		MISSIONSQUARE RETIREMENT	Retirement 401%	72.95
			Retirement 401	437.63
		PHILLIPS, MITCHELL	REIMB WORK BOOTS-M. PHILLI	184.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.99
			Group Dependent Life Ins	4.99
			Group Life Ins and Buy Up	36.39
			Group Life Ins and Buy Up	36.39
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
		COCHRAN ENGINEERING	STREETS MISC ENG	2,701.25
			SPECIAL RD DISTRICT ENG	2,315.00
			BUILDING IMPROV ENG	145.83
		CAPITAL ONE, N.A.	GATORADE	12.96
			GATORADE	29.58
			WATER	15.61
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
			TOTAL:	12,646.06
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.80
			Health Insurance Contribut	39.79
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	State Withholding	458.71
		INTERNAL REVENUE SERVICE	Fed WH	1,235.73
			FICA	790.32
			Medicare	184.82
		MISSIONSQUARE RETIREMENT	Retirment 457 &	347.05
			Retirement 457	100.99
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	137.79
		ONE TIME VENDOR	01-3210-01	15.23
			TOTAL:	4,306.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		REPUBLIC SERVICES #435	WATER TRASH SERVICE	84.00
		GOEHRI, GEORGE	OCT INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	790.32
			Medicare	184.82
		POSTMASTER	OCT UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	112.75
			Retirement 401	676.59
		AMEREN MISSOURI	6186 FIRE ST WELL 8/29-9/2	7,483.65
			LK RD 54-59 WELL 8/27-9/26	50.38
			SWISS VLG WELL 8/29-9/27/2	1,603.27
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.92
			Group Dependent Life Ins	3.92
			Group Life Ins and Buy Up	37.86
			Group Life Ins and Buy Up	37.86
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
		COCHRAN ENGINEERING	PROFESSIONAL SVCS ENG	1,097.50
			CONNECTING WATER ENG	1,816.27
			BUILDING IMPROV ENG	145.83
		WILBER, ZACHARY	MILEAGE REIMB 9/23-10/6/23	94.32
		CAPITAL ONE, N.A.	GATORADE	12.96
			GATORADE	29.57
			WATER	15.61
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.25
			TOTAL:	20,966.02
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.52
			Dental Insurance Premiums	102.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	6.64
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	760.50
		INTERNAL REVENUE SERVICE	Fed WH	1,618.02
			FICA	1,408.77
			Medicare	329.47
		MISSIONSQUARE RETIREMENT	Retirment 457 &	119.37
			Retirement 457	199.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	343.30
			TOTAL:	6,130.57
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.52
			Dental Insurance Premiums	102.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,658.77
			Health Insurance Contribut	1,658.77
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		REPUBLIC SERVICES #435	SEWER TRASH SERVICE	84.00
		INTERNAL REVENUE SERVICE	FICA	1,408.75
			Medicare	329.48
		POSTMASTER	OCT UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	135.63
			Retirement 401	1,033.37
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,521.59
			GRINDER PUMPS & LIFT STATI	10,517.73
			GRINDER PUMPS & LIFT STATI	5,226.09
			GRINDER PUMPS & LIFT STATI	8,812.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.14
			Group Dependent Life Ins	7.14
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	42.92
			Group Life Ins and Buy Up	42.92
			Short Term Disability Ins	56.68
			Short Term Disability Ins	56.68
		COCHRAN ENGINEERING	REPAIR TO SYSTEM ENG	1,137.50
			LIFT STATION ENG	4,508.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TTA ESTATES REHAB ENG	8,571.25
			UNSERVED AREAS ENG	14,816.25
			BUILDING IMPROV ENG	145.84
		CAPITAL ONE, N.A.	GATORADE	12.96
			GATORADE	29.57
			WATER	15.61
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>424.50</u>
			TOTAL:	68,602.15
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	399.00
		INTERNAL REVENUE SERVICE	Fed WH	811.05
			FICA	995.34
			Medicare	232.77
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	147.82
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	4,325.20
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	995.34
			Medicare	232.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	93.04
			Retirement 401	733.22
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
		AMBULANCE REIMBURSEMENT SYSTEMS INC	SEPT AMBULANCE REIMBURSEME	1,519.91
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	18.02
			Group Life Ins and Buy Up	18.02
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	9,054.22
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	214.40
		INTERNAL REVENUE SERVICE	Fed WH	386.04
			FICA	380.07
			Medicare	88.88
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.39
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,929.10
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	LCF TRASH SERVICE	81.47
		AMEREN MISSOURI	LCF RUNWAY LTS 8/29-9/27/2	28.77
			AP FIREHOUSE 8/29-9/27/23	38.48
		INTERNAL REVENUE SERVICE	FICA	380.07
			Medicare	88.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.29
			Retirement 401	354.59
		DISH NETWORK	SERV 9/29-10/28/23	91.85
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		CAPITAL ONE, N.A.	ICE	13.16
			ICE	22.56
			HAND SOAP	9.94
			ICE	18.80
			ICE	18.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	5,835.72
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	74.60
		INTERNAL REVENUE SERVICE	Fed WH	299.74
			FICA	267.99
			Medicare	62.68
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.54
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,251.45
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 8/23-9/22/2	45.13
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	GG TRASH SERVICE	81.47
		AMEREN MISSOURI	GG AP HANGAR 8/27-9/26/23	54.78
			GG TBLC EXT D 8/27-9/26/23	245.85
			GG AP SHOP 8/27-9/26/23	32.37
			957 AIRPORT RD 8/27-9/26/2	12.81
			GG AP TBLC EXT D 8/27-9/26	32.63
			GG AP HANGAR 8/27-9/26/23	26.71
			GG AP SLEEPY 8/27-9/26/23	173.99
		INTERNAL REVENUE SERVICE	FICA	267.99
			Medicare	62.68
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.48
			Retirement 401	246.90
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 9/16-10/15/23	110.38
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	5,112.39

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

10	General Fund	202,935.56
20	Transportation	16,644.48
30	Water Fund	25,273.01
35	Sewer Fund	74,732.72
40	Ambulance Fund	13,379.42
45	Lee C. Fine Airport Fund	7,764.82
47	Grand Glaize Airport Fund	6,363.84

GRAND TOTAL: 347,093.85

TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	AMAZON CAPITAL SERVICES INC	2023-2024 CALENDAR PLANNER	17.97
			TOTAL:	17.97
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	STAPLES & EXPO MARKERS	16.84
			TOTAL:	16.84
Municipal Court	General Fund	SMITH, GARY L	SEPT MUNICIPAL JUDGE SERVI	1,763.16
			TOTAL:	1,763.16
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	PENS	10.00
		AMAZON CAPITAL SERVICES INC	2023 ELECTRICAL CODE HANDB	158.80
			TOTAL:	177.72
Building Maintenance	General Fund	SURECUT LAWN CARE LLC	SEPT GROUNDS MAINTENANCE	2,589.29
			IRRIGATION & SPRINKLER REP	420.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	94.60
			BLDG DEPT UNIFORM RENTAL	1.36
		BEISHIR LOCK & SECURITY	REPAIR PD ENTRY DOOR	938.89
		STAPLES BUSINESS ADVANTAGE	BATHROOM TOWELS	119.74
			TRASH BAGS & TOILET PAPER	112.14
			PENS	15.27
			CUPS, SOAP, TRSH BAGS, TOWELS	314.00
			PLATES, SPOONS, TRASH BAGS	121.54
			TRASH BAGS	58.54
			BATHROOM TOWELS & HAND WAS	160.01
		AMAZON CAPITAL SERVICES INC	COFFEE	72.48
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	15.18
			5-GAL BOTTLED WATER	7.59
			OCT WATER COOLER RENTAL	38.00
			5-GAL BOTTLED WATER	7.59
		NICK'S TRUE VALUE HARDWARE	FLUSH LEVER	8.99
			RETURN FLUSH LEVER	2.50
			TOTAL:	5,094.07
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	ROCKER SWITCH	11.99
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	14.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	5.58
			PARKS DEPT UNIFORM RENTAL	7.70
		AMAZON CAPITAL SERVICES INC	GOLF CART TURF TIRE	137.57
		NICK'S TRUE VALUE HARDWARE	PARTS- PB2	1.78
			TOTAL:	179.12
Overhead	General Fund	CRAMER MARKETING	TAX FORMS & ENVELOPES	163.30
			TOTAL:	163.30
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 17	754.72
		THE FINISHING TOUCH COMPANY	LETTERING- 2023 INTERCEPTO	590.00
		LEON UNIFORM CO INC	FLASHLIGHT HOLDERS	107.00
			UNIFORM & ACCESSORIES-CARS	355.50
			EMBLEMS	262.50
			UNIFORM PANTS- H. VERNON	94.99
		PSE INSTALLATION	INSTALL EQUIPMNT- PD 32	1,585.00
			SIREN REPAIR- PD 29	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TURN KEY MOBILE INC	ANTENNA & CABLE HARNESS	174.00
		ULINE	BOXES & BIOHAZARD LABELS	288.00
		HEDRICK MOTIV WERKS LLC	ENG MOUNT,OIL CHNG,VALVE-P	627.03
			BATTERY- PD 26	365.64
			BATTERY & OIL CHANGE- PD 2	413.14
			REPLACE REAR BRAKE PADS-PD	172.85
		BEISHIR LOCK & SECURITY	KEY CARDS	296.50
		STAPLES BUSINESS ADVANTAGE	ENVELOPES,PPR,EXPO MRKRS,H	68.44
		LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETAT	13.95
		EVOLUTION DESIGN SYSTEMS, INC	CUSTOM BADGE REELS	<u>275.03</u>
			TOTAL:	6,494.29
911 Center	General Fund	MEDICAL PRIORITY CONSULTANTS INC	3 REPLACEMENT TRAYS	645.00
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 10/1-10/3	<u>4,065.00</u>
			TOTAL:	4,710.00
Information Technology	General Fund	AMAZON CAPITAL SERVICES INC	EXTERNAL HARD DRIVE	94.48
		FORWARD SLASH TECHNOLOGY LLC	BARRACUDA UPDATE 9/2023-8/	1,238.40
			OCT MANAGED SERVICES	5,806.20
			OCT EMAIL PHISHING SEC TRN	375.00
			PHONE SYSTEM DEPLOYMENT	1,077.56
			OCT VULNERABILITY SCAN	499.00
			OCT BARRACUDA EMAIL SEC	<u>1,476.00</u>
			TOTAL:	10,566.64
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT ON WHELEN WARNING SY	<u>595.00</u>
			TOTAL:	595.00
Economic Development	General Fund	LAKE AREA CHAMBER OF COMMERCE	MEMBERSHIP INVEST- J. WOOD	<u>125.00</u>
			TOTAL:	125.00
Transportation	Transportation	UNITED RENTALS (NORTH AMERICA) INC	CONCRETE CUT-OFF SAW RENTA	120.98
			SALES TAX CREDIT	7.49-
		PURCELL TIRE & RUBBER CO	FLAT REPAIR- BACKHOE	55.00
		MEEKS BUILDING CENTER	CONCRETE MIX	272.58
		RP LUMBER INC	CONCRETE- SIGNS ON PASSOVE	281.58
		MOTOR HUT INC	BLADES- HUSTLER ZERO TURN	125.94
		O'REILLY AUTOMOTIVE STORES INC	SOCKETS- BACKHOE	35.98
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- BLUFF DRIVE	119.00
			NOTICE OF SURPLUS AUCTION	46.50
		CROWN POWER & EQUIPMENT	BLADES- KUBOTA MOWER	370.21
			PARTS FOR KUBOTA TRACTOR	760.05
		BLEDSON CONOCO SERVICES	TOW FEE- TRK 63	560.00
		PRECISION AUTO & TIRE SERVICE LLC	LABOR INSTALL TRAILER HITC	815.28
		MAGRUDER LIMESTONE CO INC	SHOT ROCK-SWR CAN OFF RED	162.35
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	190.60
			TRANS DEPT FLOOR MATS	12.25
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	161.87
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
		MEYER ELECTRIC CO INC	REPLACE LGHT PRTS- OUTLET	5,947.01
			BREAK AWAY BASES & LABOR	2,014.50
			CHANGE BRK AWAY BASE-POLE	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAPITAL PAVING & CONSTRUCTION LLC	PVMNT OVERLAY PGRM OB23-00	297,860.08
		AMAZON CAPITAL SERVICES INC	LED WORK LIGHTS- SALT SPRE	85.99
			EMERGENCY LIGHT BAR- VAN	79.99
			RETRUN IPHONE CHARGER CABL	9.99-
			SAFETY VESTS	80.43
			BINDER CLIPS,TRSH BGS,CHRG	23.08
		HERITAGE TRACTOR INC	PARTS FOR JOHN DEERE TRACT	868.35
		WALLIS LUBRICANT LLC	DIESEL EXHAUST FLUID	199.79
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.67
			PW LATE CHARGES	0.67
			PW OCT WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.67
		SAM LLC	GIS WEBSTE MAINT 6/2023-5/	1,200.00
		ENGINEERING SURVEYS & SERVICES LLC	HWY 42 SDWLK ENG-PRJCT G16	<u>19,514.75</u>
			TOTAL:	332,459.25
Water	Water Fund	SCHULTE SUPPLY INC	1 1.5" WATER METER	993.00
			25 2" WATER METERS	29,325.00
			2 3" WATER METERS	6,400.50
		O'REILLY AUTOMOTIVE STORES INC	SEAT COVERS- TRK 56	49.99
		LAKE SUN LEADER 81525 & 1586450	NOTICE OF SURPLUS AUCTION	46.50
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
		LO ENVIRONMENTAL LLC	E.COLI SAMPLES	60.00
		AMAZON CAPITAL SERVICES INC	RETRUN IPHONE CHARGER CABL	9.99-
			TRUCK ORGANIZERS	319.92
			BINDER CLIPS,TRSH BGS,CHRG	23.07
		POLLARDWATER	LD-12 MAGNET	103.17
		IBERIA TIRE & AUTO INC	PARTS & LABOR- TRK 52	1,228.57
			PARTS- TRK 52	870.31
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.66
			PW LATE CHARGES	0.66
			PW OCT WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.66
		SAM LLC	GIS WEBSTE MAINT 6/2023-5/	<u>1,200.00</u>
			TOTAL:	41,115.32
Sewer	Sewer Fund	PLUMB SUPPLY CO	PIPE THREADER & BAND SAW	2,518.99
			FLASH LIGHT	99.00
		SAMCO TRANSMISSIONS	TRANSMISSION REPAIR- TRK 6	737.97
		MUNICIPAL EQUIPMENT CO	ROCKWAY PARTS	23,152.51
			SEWER ELECTRICAL PARTS	2,292.54
			POWER SUPPLIES	2,486.53
			FUSES	148.99
			MOTOR SAVERS	933.19
			EATON BREAKERS	1,495.36
		O'REILLY AUTOMOTIVE STORES INC	SCRAPER	6.99
			SCRAPER	6.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BATTERY- TRK 75	156.52
		LAKE SUN LEADER 81525 & 1586450	NOTICE OF SURPLUS AUCTION	46.50
			INV TO BID- SANITARY G/S	124.60
		BUTLER SUPPLY CO	CABLE TIES	59.09
		CROWN POWER & EQUIPMENT	PINS- EXCAVATOR REPAIR	24.00
		CORE & MAIN LP	ADAPTER RINGS & 18" SWR LI	187.45
			YELLOW GREEN LIQUID DYE	18.53
			VALVE BOX ADAPTER W/ LID	56.49
			PLUMBING PARTS- SEWER	44.14
			TOUGH BOY TOWELS	19.67
			PLUMBING PARTS- SEWER	430.13
			1/4" 304SS CHAIN	2,286.00
			CLAPS FOR PUMPS	390.65
			SHUT OFF KEY	112.27
			CORE & MAIN LP	581.64
			PVC & ADAPTERS- LEDGES	182.72
			2" SUCTION HOSE- PUMP TRK	92.00
			VALVE BOX ADPTR W/LID- SUN	45.29
		SURECUT LAWN CARE LLC	SCOPE OF WORK- L/S STABILI	12,600.00
		MAGRUDER LIMESTONE CO INC	1" MINUS- ROCKWAY	56.29
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	211.83
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	276.19
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORMS	210.19
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	HI-VIS WINTER JACKETS- SEW	175.98
			SWEATSHIRT- C. DUNCAN	59.99
			RETRUN IPHONE CHARGER CABL	10.00-
			BINDER CLIPS, TRSH BGS, CHRG	23.08
			COATS, HOODIES, BIBS- SEWE	1,345.82
		REEVES-WIEDEMAN COMPANY	CHECK VALVES	1,499.80
			STAINLESS STEEL PRTS-GREEN	61.64
			HOLE SAW	7.85
			BANDSAW BLADES	152.11
			STAINLESS STEEL PARTS- SWR	73.88
			STAINLESS STEEL BUSHINGS	37.59
			PARTS FOR REPAIR-STN 156	178.08
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT- HERON BAY	250.50
			PROFESSIONAL SVCS- SEWER	102.00
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.67
			PW LATE CHARGES	0.67
			PW OCT WATER COOLER RENTAL	10.00
			PW LATE CHARGES	0.67
		SAM LLC	GIS WEBSTE MAINT 6/2023-5/	1,200.00
		NICK'S TRUE VALUE HARDWARE	PAINT MARKERS	11.98
			SELF-TAP SCREWS	8.79
			TOTAL:	57,330.82
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	VEHICLE CLEANERS & MATERIA	65.92
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	133.99
		STAPLES BUSINESS ADVANTAGE	BATTERIES	60.86
		DOUGLAS G WILSON DO PC	SEPT MEDICAL DIRECTOR SVC	1,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANNER FIRE EQUIPMENT, INC.	VESTS,ARMOR PANELS,ID PLAC	<u>1,870.77</u>
			TOTAL:	3,131.54
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	4,461 GAL LCF AV GAS	21,235.19
			7,443 GAL LCF JET FUEL	28,958.26
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
			LCF UNIFORM RENTAL	7.69
		BEISHIR LOCK & SECURITY	PRTS/LABOR INSTALL LCF CAM	12,591.20
		O'REILLY AUTOMOTIVE STORES INC	BELT REMOVER/INSTALLER	<u>28.99</u>
			TOTAL:	62,829.02
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	3,971 GAL GG AV GAS	18,902.70
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		BEISHIR LOCK & SECURITY	PRTS/LABOR INSTALL GG CAME	9,062.80
		GENESIS LAMP CORPORATION	RUNWAY & TAXIWAY LENS- GG	458.01
		SMITH PAPER & JANITOR SUPPLY CO INC	CLEAR TRASH BAGS- GG	<u>33.33</u>
			TOTAL:	28,464.78

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

10	General Fund	29,903.11
20	Transportation	332,459.25
30	Water Fund	41,115.32
35	Sewer Fund	57,330.82
40	Ambulance Fund	3,131.54
45	Lee C. Fine Airport Fund	62,829.02
47	Grand Glaize Airport Fund	28,464.78

 GRAND TOTAL: 555,233.84

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-74 - An ordinance of the City of Osage Beach, Missouri, adding to Chapter 100 General Provisions Sections 100.220 Design Guidelings; Amending Chapter 410: Article IV Design Standards, Section 410.910 - Basic Standards; Article IV Design Standards, Section 410.910 - Basic Scope; Renumbering of Article VI Street Lighting to VII Street Lighting. *Second Reading*

Requested Action:

First Reading of Bill #23-74

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:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

These changes were provided to the Planning Commission and unanimously approved. Our City Engineer, Dave Van Leer, will discuss the changes in detail as outlined in Bill 23-74 and the enclosed attachments. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-74 is in correct form.

City Administrator Comments:

The first reading was read and approved October 5, 2023.

The opportunity for public comment on the proposed City Code changes to Design Guidelines and Design Standards in regard to Storm Water and Drainage was initiated on August 25, 2023 and closed September 30, 2023, and noticed to the public by Press Release, website notice, and social media. A public hearing precedes Bill 23-74 request for approval.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADDING TO CHAPTER 100 GENERAL PROVISIONS SECTION 100.220 DESIGN GUIDELINES; AMENDING CHAPTER 410: ARTICLE IV DESIGN STANDARDS, SECTION 410.910 - BASIC STANDARDS; ARTICLE VI STORM WATER AND DRAINAGE – SECTION 410.350 – SCOPE; RENUMBERING OF ARTICLE VI STREET LIGHTING TO VII STREET LIGHTING.

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

Section is 1: The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates with amendments as set forth below with new material set out in red and deleted material struck as follows:

Chapter 100 – Article V – Design Guidelines

Section 100.220 Design Guidelines.

A certain document, one (1) copy of which is on file in the office of the City Clerk, being marked and designated as the Osage Beach design Guidelines, is hereby adopted as the code of the City of Osage Beach, Missouri, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement addition to, use or maintenance of various systems and improvements in the city of Osage Beach; and each and all of the regulations, provisions, conditions and terms of such document on file in the office of the City Clerk are hereby referred to adopted to and make apart hereof as if fully set out in the Article.

Chapter 410 – Article VI – Design Standards

Section 410.190 Basic Standards.

~~The basic design standards shall be as provided by the Osage Beach Design Manual that shall be considered a part of this Section and is on file in the City offices.~~

The City of Osage Beach Design Guidelines Section 5 (adopted _____) and Section 6 (adopted _____) are hereby adopted as the basic standards for the City of Osage Beach for roads, road cuts, and the other requirements therein within the City. Each and all of said Design Guidelines are hereby adopted by reference and made a part of this Article as if fully set out herein. One (1) copy of the Osage Beach Design Guidelines is on file in the office of the City Clerk.

Section 410.340 ~~Storm Drainage Management and Sediment Control.~~

A. ~~The City of Osage Beach hereby establishes a Storm Drainage Management Policy Plan which will assure that, through public instruction, awareness, and the application of Storm Water Best Management Practices, pollution of the Lake of the Ozarks and tributary watersheds within the jurisdictional limits of the City will~~

be limited to the minimum practicable attainable level and that neighboring properties will be protected from damage.

B. ~~All developers/owners/or others developing, redeveloping or renovating a building site, parking area, recreation site or subdivision covering more than two (2) lots or encompassing more than one-half (1/2) acre, whichever shall be the smaller, shall conform to the storm drainage management policy of the City of Osage Beach as set forth in these ordinances and as stated or depicted in the City of Osage Beach Design Guideline.~~

1. ~~All construction projects shall require a Sediment Control Plan to be submitted and approved prior to the commencement of clearing or construction on the project site as a part of the building permit process.~~

2. ~~A Storm Drainage Plan shall be submitted and approved as a part of the planning process and shall be approved prior to the approval of the final plat or the issuance of a building permit.~~

Section 410.350 Sediment Control Plan.

A. ~~A Sediment Control Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction, or clearing for construction, or modifying the drainage characteristics of the area disturbs an area exceeding two (2) lots or one-half (1/2) acre, whichever shall be the smaller.~~

B. ~~The developer/owner shall submit a Sediment Control Plan prepared by a registered professional engineer stating the goals of the plan and depicting the locations and details of construction of all sediment control devices to be employed in the plan. The plan shall clearly set out the contractor's maintenance schedule and requirements for maintaining the integrity of the plan.~~

C. ~~The devices and measures utilized shall follow the recommended "Best Management Practices" (BMP) as described in the publication "Protecting Water Quality" (by and available through MDNR), the City of Osage Beach Design Guidelines, and as directed herein. The specific intent of the sediment control plan shall be: 1) reduce the quantity of runoff, 2) control runoff so as to prevent the pickup of silt, sediments, and debris, 3) assure that no visible sediment leaves the jobsite, and 4) no damage is caused to downstream properties by runoff from the project.~~

As a minimum, the following shall be required:

1. ~~Stabilized earthen berms, straw bale check dams, silt fences, and other BMPs shall be utilized as necessary to prevent runoff from carrying silt, debris, and other debris off the jobsite.~~

- ~~2. On side hill lots or parcels with slopes in excess of ten percent (10%) runoff control devices paralleling the contours shall be erected at not more than one hundred twenty-five (125) foot intervals.~~
 - ~~3. All drainage channels or ditches, where flow velocities will exceed five (5) feet per second shall be lined with an approved engineering fabric or erosion control matting.~~
 - ~~4. All denuded slopes or embankments shall be protected from erosion by the installation of earthen berms, straw bale dikes or other appropriate BMP.~~
 - ~~5. Temporary catch basins, drop inlets and storm drains (culverts) shall be utilized as necessary.~~
 - ~~6. All denuded slopes shall be reseeded, fertilized and mulched within four (4) weeks of the initial clearing or stripping of vegetation. Slopes steeper than two (2) to one (1) shall be stabilized with jute mesh or other approved erosion control mat.~~
 - ~~7. The written Sediment Control Plan shall clearly state that it is the intent of the submitted plan that no visible sediment will be allowed to leave the development site.~~
- ~~D. The Sediment Control Plan shall be submitted as a part of the building permit process and shall be reviewed and approved by the Public Works Director prior to the start of any on-site work including selective clearing, clearing and grubbing, site excavation or embankment construction.~~
- ~~E. In the event that the plan is deficient or inadequate to prevent sediment escaping the job site or damage to downstream properties occurring, the owner/developer shall immediately take any and all measures necessary to stop and prevent further contamination or damage and to repair the contaminated or damaged areas.~~
- ~~F. *Certification By The Engineer Of Record.* The Engineer of Record shall certify in writing as a part of the Sediment Control Plan that it will be implemented prior to the beginning of any land disturbance on the site and that all appropriate and necessary BMPs will be established and maintained to assure compliance with the goals of the plan. In the event that the established BMPs are damaged or are found to be inadequate by the Engineer, the owner shall immediately implement corrective action or maintenance to assure the integrity of the system.~~

Section 410.360 Storm Drainage Plan.

- ~~A. A Storm Drainage Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction, or clearing for construction, disturbs an area exceeding two (2) lots or one-half (½) acre, whichever shall be the smaller. Further, a Storm Drainage Plan is required for~~

all site improvement projects that will effectively change the drainage characteristics for a site of one (1) acre or more such as paving previous gravel or soil surfaces, etc.

- B. ~~The developer/owner shall submit a Storm Drainage Plan prepared by a registered professional engineer, stating the goals of the plan and depicting the locations and details of construction of all sediment and drainage control devices, and BMPs, required to control storm runoff from a 20-year storm or one that produces two and one-half (2½) inches per hour for not less than one (1) hour. The plan shall clearly set out the contractor's maintenance schedule and requirements for maintaining the integrity of the plan.~~
- C. ~~The devices and measures utilized shall follow the recommended "Best Management Practices" as described in the publication "Protecting Water Quality" (by and available through MDNR), the City of Osage Beach Design Guideline, and as directed herein. The goals of the Storm Drainage Plan shall be: 1) to reduce the quantity of storm runoff, 2) to control runoff velocities in order to prevent the pickup and carrying of silt, sediments, and debris, 3) to assure that no visible silt, sediment, or debris leaves the project site, 4) to assure the protection of downstream properties from damage due to runoff from the project, 5) to assure that the minimum practicable amount of sediment and/or pollution is allowed into the Lake of the Ozarks.~~
- D. ~~These goals shall be accomplished through a combination of methodologies as set forth in the MDNR Field Manual for Protecting Water Quality and the City of Osage Beach Design Guidelines.~~

Section 410.370 Storm Drainage Plan — Minimum Technical Requirements.

A. As a minimum, the Storm Drainage Plan shall provide:

1. ~~Required technical data.~~

- a. ~~Provide an engineering drawing clearly depicting the watersheds and drainage areas effecting the project and adjacent properties.~~
- b. ~~Provide engineering computations clearly establishing the theoretical runoff from the original or existing area and the theoretical runoff from the completed project area for a 20-year storm or one that produces a minimum of two and one-half (2½) inches per hour for one (1) hour duration.~~
- c. ~~Devise and provide BMPs in the form of retention, storage, percolation, or other approved method to assure that only flows of less than or equal to the original undisturbed condition are allowed to flow off the site. Excess shall be retained for discharge at later period.~~

(1) Project sites discharging via right-of-way, easement, or land owned by developer to

~~the Lake of the Ozarks shall be exempt from this requirement.~~

- ~~d. Establishes the percolation rates for all infiltration, percolation and filtration devices.~~
- ~~e. Determines the anticipated flows and capacities of all channels, culverts and conveyance devices.~~
- ~~f. Clearly identifies areas to receive plantings of grass or scrubs as a part of applied BMP.~~
- ~~g. Clearly identifies and provides flow data for all velocity control and/or energy dissipation devices.~~
- ~~h. Provide documented assurance that all planned BMPs will be maintained by the prospective owners by covenant or other approved legal device.~~

~~2. Minimum required facilities.~~

- ~~a. Provide removal or containment of all silt, sediment and debris carried onto or across the development so as to assure that no silt, sediment or debris is allowed off the developed area.~~
 - ~~b. Assure that all storm runoff is controlled such that no damage will occur to adjacent downstream properties or facilities. Provide approved devices so as to insure that no more than the original runoff rate over time will exit the property at any one given time and shall be in place prior to any occupancy permit being issued.~~
 - ~~c. Where parking areas for more than twenty (20) cars exist, provide for removal of oils, grease, and volatile wastes to the maximum practicable by the use of BMP.~~
 - ~~d. Provide velocity control devices at all discharge points to assure discharge velocities of less than five (5) fps.~~
- ~~(1) These requirements may be accomplished by the use of approved BMPs, infiltration, percolation, filtration devices, retainage and sedimentation collection, filtered drop inlets or manholes, or other devices as approved by the Public Works Director.~~
~~{Ord. No. 13.57 §5, 9-19-2013}~~
- ~~(2) At the completion of the project, the Engineer of Record shall certify in writing to the City that all necessary BMPs are in place, maintained, and functioning so as to assure compliance with the goals of the Storm Drainage Plan.~~

Section 410.380 Maintenance of Storm Drainage Facilities.

Storm drainage facilities, including infiltration areas, filtration devices, conveyance

~~devices and other BMP utilized, shall be maintained by the property owner. All such devices shall be kept free of silt, debris, sediment and other deposits and shall be maintained in a fully operable and functional condition.~~

Article VI Storm Water and Drainage

Section 410.350 Scope.

The provisions of this Article shall obligate any owner, occupant, lessee, mortgagee, agent, person applying for or holding a Site Development Permit, or other person having an interest in or control over the land, site, building, or structure affected. If any of the foregoing is a corporation, company, trust, partnership, or other entity, this Article shall further apply to (1) any owner, partner, or member of such entity, and (2) any officer, director, manager, trustee, receiver, agent, foreman, supervisor, or designee of such entity if such person has any control over the covered action regarding the land, site, building, or structure affected. Each of the foregoing shall be collectively referred to as **“Responsible Parties.”**

Section 410.355 Design Guidelines, compliance, permit.

- A.** The City of Osage Beach Design Guidelines Section 4 (adopted _____) are hereby adopted as the basic standards for the City of Osage Beach for stormwater, erosion, surface drainage, and the other requirements therein within the City. Each and all of said Design Guidelines are hereby adopted by reference and made a part of this Article as if fully set out herein. One (1) copy of the Osage Beach Design Guidelines is on file in the office of the City Clerk.
- B.** All permit holders shall comply with the aforementioned Design Guidelines. All permit holders shall timely file, implement, and update any Plan required by said Design Guidelines, including but not limited to Erosion and Sediment Control Plans and Storm Drainage Plans. All permit holders shall timely implement, maintain, control, and repair any measures required by said Design Guidelines or any Plans required thereby. All Responsible Parties are obligated to ensure that any permit holder acting on their behalf complies with this Article.
- C.** No clearing, grading, borrowing or filling of land requiring a Site Development Permit shall be performed without first obtaining such permit. No Site Development Permit shall issue until the fees required by **Section 510.120** have been paid, the submissions required by **Article II of Chapter 510** have been received and approved, and all other pre-construction plans and submissions have been received and approved by the City as required.

Section 410.360 Limitations on liability.

Floods from stormwater runoff may occur which exceed the capacity of stormwater drainage facilities constructed and maintained under this Article. This Article does not guarantee that property will always be free from stormwater flooding or flood damage.

This Article shall not create a liability on the part of, or cause of action against, the City or any officer or employee thereof for any flood damage. Neither does this Article purport to reduce the need or the necessity for obtaining flood or other insurance.

Section 410.365 Rights of way to be kept clear.

Regardless of the amount of land disturbance at a particular site, it shall be the responsibility of all Responsible Parties to ensure streets, sidewalks, rights of way, and water courses (including Lake of the Ozarks) open to the public surrounding a permitted site are kept free of excessive debris and sediment. Upon notification from the City to any permit holder and/or Responsible Party that a problem exists, the permit holder and/or Responsible Party shall immediately remedy the issue. If the issue is not promptly remedied, the City may temporarily suspend any permit until the problem has been resolved. If a Responsible Party does not address the issue after requested, the City may choose to remedy the situation and bill the permit holder and/or Responsible Parties for any reasonable associated costs. The permit will remain suspended until said bill is paid. Alternatively, the permit holder and/or Responsible Party owner may request a hearing with the City Administrator to contest the abatement costs.

Section 410.370 Interpretations, conflict, severability.

- A. Interpretation. The provisions of this Article shall be the minimum requirements for the protection of the public health, safety and general welfare.
- B. Conflict. Conflict with public and private provisions:
 - 1. Public provisions. Where any provision of this chapter imposes restrictions different from those imposed by any other law or regulation, whichever is more restrictive or imposes a higher standard shall control.
 - 2. Private provisions. This chapter is not intended to abrogate any easement, covenant or any other private agreement or restriction; provided, that where the provisions of this chapter are more restrictive or impose higher standards or regulations that such easement, covenant, or other private agreement or restriction, the requirements of this chapter shall remain applicable.
- C. Severability. The provisions and sections of this article shall be deemed to be severable, and the invalidity of any portion of this article shall not affect the validity of the remainder.

Section 410.380 Violations and penalties.

- A. It shall be a violation of this Article to knowingly disobey a command, requirement, or instruction from the Building Official, City Engineer, any of their designees, or any other City employee or agent authorized to make such command, requirement, or instruction.

- B. The City may suspend or revoke any permit associated with the site or any permit associated with the Responsible Parties holding the permit(s) for the site for non-compliance with this Article.
- C. Procedure.
1. Upon discovery of a violation of this Article, the Building Official shall issue a Notice of Violation to any or all responsible parties (owner, developer, contractor, site supervisor, or any other person working on or having control over the site) giving a reasonable time, not to exceed seven days, to remedy the violation. In emergency situations that cause a risk to life, health, property, or public welfare, or where the violation is willful or wanton, the Notice of Violation may dispense with the time to remedy by listing the condition(s) which constitute the emergency or willful/wanton violation.
 2. If the violation has not been remedied within the time frame set forth in the notice, the Building Official may issue a written Stop Work Order suspending the permit(s). Once the violation has been remedied, the suspension will be lifted.
 3. If the violation for which the permit(s) was suspended is not corrected within 30 days, the permit(s) shall be revoked and the violation deemed a nuisance under **Section 215.020**. The Notice of Violation above shall satisfy the notice to abate requirement of **Section 215.030**.
 4. After two suspensions of a permit for the same site, or one emergency suspension of a permit, the Building Official may revoke the permit(s). A permit shall not be re-issued until all applicable procedures in this Code have been followed. Additionally, any remediation or abatement costs may be required to be paid prior to re-issuance.
- D. Any person violating any of the provisions of this Article or any requirement adopted in this Article shall be deemed guilty of an ordinance violation and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars (\$500.00) or be imprisoned in the County Jail for a period not exceeding ninety (90) days, or both such fine and imprisonment. In addition, thereto, the violator(s) shall pay all costs and expenses incurred by the City in such case. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Article VII **Street Lighting**

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: October 5, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.74 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.23.74.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

(Revised ~~21-OCT-04~~—SH AUGUST _____, 2023)

OVERVIEW

Storm runoff accumulates pollutants, sediment, and debris as it flows over the landscape until it reaches a receiving waterway - the Lake of the Ozarks. These pollutants, sediments, and debris include oils and petroleum residues, animal refuse, garbage, organic debris from vegetation, silts, sands, and other objectionable materials. The U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources, Water Pollution Control Division, considers these pollutants to have adverse effects upon the human and aquatic life that uses the lake for habitat or recreational needs. The water quality of the Lake of the Ozarks is vital to the health and economic well being of our residents, visitors, and community.

Storm drainage within the City of Osage Beach falls under regulatory authority of the U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). The provisions of the U.S. Clean Water Act of 1978, Section 402 mandates the National Pollutant Discharge Elimination System (NPDES) and requires permitting for specific types of non-point pollutant sources under Phase II (Final Rule dated December, 1999) for areas where more than one acre of natural ground cover is disturbed. In addition, it mandates other control measures for designated cities, industries, and locations. The City of Osage Beach is not currently designated as a small city with a separate storm water system (MS4) or required to have a NPDES Permit. Several of the Phase II requirements do apply to the City. It is the policy of the City to reduce the contamination of the Lake of the Ozarks to comply with NPDES Phase II to the extent practicable for the city

The City of Osage Beach complies with these requirements through City Code, Title IV Land Use, Section 410.340, 410.350, 410.360, and 410.370 and the applicable portions of the Osage Beach Design Guidelines.

GOALS AND OBJECTIVES

The goal and objective of the City of Osage Beach's Storm Water Management Plan is to manage storm water drainage within the city limits so as to minimize the pollution of the Lake of the Ozarks and to prevent storm water run-off damage to the maximum extent practicable.

The primary source of visible pollutants during storm runoff is through sediment and debris picked up on construction sites or locations where the natural vegetation has been removed. The major secondary source is through volatile fuels, oils, animal wastes, and refuse picked up by storm runoff as it flows off large parking areas, roofs and over the terrain in route to the lake. These sources of contamination will be addressed separately through the application of a Sediment Control Plan and/or a Storm Drainage Plan.

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Recent developments in the Storm Drainage Compliance area have lead to the development of “Best Management Practices” (BMP’s) and less emphasis on retention facilities. Also the trend is toward reduction of contamination by: 1) reducing the quantity of storm water runoff, 2) reducing or removing the contamination of the runoff, and 3) by conveying the storm run-off without further contamination.

Our goal is to reduce the pollution of the lake through public education, awareness, and the application of MoDNR Best Management Practices (BMP’s). Our immediate objective is to manage the storm drainage system ~~to reduce such that no collectable sediment or pollutants entering reach the lake and/or causing~~ damage to adjacent or downstream properties.

The following design guidelines will establish the minimum steps or procedures required to reach these goals and objectives.

EROSION & SEDIMENT CONTROL PLAN

- A. The **Erosion and** Sediment Control Plan shall be submitted as a part of the building permit process and shall be reviewed and approved by the City Engineer prior to the start of any onsite work for any and all projects involving two or more lots or ½ acre, whichever shall be the smaller.

*Note: The MoDNR requires a **Land Disturbance Sediment Control Permit for construction disturbance activities of one or more acres.** ~~all construction projects of one acre or more in area.~~ Permitting with MoDNR is the responsibility of the property owner or their representative.*

1. The Sediment Control Plan must be prepared by a Registered Professional Engineer **in the State of Missouri** stating the goals of the plan and depicting the locations and details of the construction of all sediment control devices to be utilized on the project **during construction**.
2. The plan shall clearly set out the contractor’s schedule and requirements for maintaining the integrity of the plan.
3. The primary goal of the plan is to assure that no visible or measurable sediment or debris is allowed to leave the developed area.
4. The devices and measures utilized shall follow the recommended “Best Management Practices” as described in the publication “Protecting Water Quality” by MDNR and as directed herein. At the minimum the following shall be required:
 - a. **Wire backed** silt fencing **with steel tee-posts** shall be installed around the downhill edges of the disturbed area.
 - b. Earth berms and swales shall be used to reduce sheet flow volumes and velocities.
 - c. Straw bale check dams, earth berms and other BMP’s shall be utilized as necessary to prevent run-off from carrying sediment and debris off site.

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- d. Check dams or other BMP's shall be used to ~~reduce~~ assure velocities ~~in areas of concentrated flow~~ do not exceed 5 fps.
 - e. Approved engineering fabric or erosion control matting shall be used in all drainage courses or ditches where flow velocities exceed 5 fps. ~~Velocities shall be calculated and included with permit submittal.~~
 - f. All denuded slopes or embankments shall be protected from erosion by the installation of earthen berms, straw bale dikes, or other appropriate BMP's.
 - g. Temporary catch basins, drop inlets and/or storm drains (culverts) shall be utilized as necessary ~~to convey concentrated flow and prevent erosion.~~
 - h. Temporary sediment basins shall be provided for each drainage area with one or more acres disturbed at one time. Basins shall be maintained until final stabilization is achieved as approved by the City Engineer. Each sediment basin shall be sized, at a minimum, ~~to provide a total storage volume of 4,000 cubic feet per acre of contributing area.~~ The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure.
 - i. Depict existing and proposed contours.
 - j. Clearly depict the entire drainage area effecting the development site including downstream areas that will be affected by storm water run-off or drainage and upstream areas that contribute to the site.
 - k. The installation of all BMP's shall be inspected and approved by the City Engineer and the Engineer of Record prior to commencing land disturbance activities. The Engineer of Record shall provide a letter to the City stating he or she approves the installation of the BMP's. Phased projects may require multiple approvals.
 - l. Where soil disturbing activities on site have ceased either temporarily or permanently and will not resume for a period of 14 calendar days, stabilization shall be initiated immediately and completed within 14 calendar days. All denuded slopes or areas shall be reseeded with appropriate seed, fertilized, and mulched ~~within four weeks of the time the original ground cover was removed. Jute mesh, "Petro-mat" or other~~ For final stabilization, approved slope stabilization fabric or stone armoring shall be installed on all slopes steeper than 3:1.
 - m. ~~Phased clearing and grading of sites is encouraged to minimize denuded areas and potential for erosion.~~
5. In the event that the plan is deficient or inadequate to prevent sediment escaping the jobsite, the Owner/Developer shall immediately take any and

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all measures necessary to stop and prevent further contamination, and to clean up contaminated areas.

All calculation necessary for the Erosion and Sediment Control Plan shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

The City's Standard Erosion and Sediment Control Plan Note Block shall be included on the Plans prior to approval.

STORM DRAINAGE PLAN

- A. A Storm Drainage Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction or clearing for construction disturbs an area exceeding two lots or one half acre, whichever shall be the smaller.
1. The Storm Drainage Plan shall be prepared by a Registered Professional Engineer **in the state of Missouri** stating the goals of the plan and depicting the locations and details of construction of all **permanent** sediment and drainage control devices, and **post construction** BMP's, to be utilized in the plan. **The Storm Drainage Plan shall depict permanent drainage structures and post-construction BMP's.**
 2. The plan shall clearly state owners schedule and requirements for maintaining the components of the system.
 3. The devices and measures utilized shall follow the recommended "Best Management Practices" as described in the publication "Protecting Water Quality" by and available through MDNR, the City of Osage Beach City Code and the City of Osage Beach Design Guidelines
 4. At the minimum the Storm Drainage Plan shall provide the following technical data:
 - a. **Clearly depict all permanent drainage structures, conveyance devices, and post construction BMP's.**
 - ba. Clearly depict the entire drainage area effecting the development site including downstream areas that will be effected by storm water run-off or drainage **and upstream areas that contribute to the site.**
 - cb. Accurately calculate the anticipated storm run-off from a theoretical twenty-five (25~~20~~) year storm event. **Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.**
 - ~~c. Establish the percolation rates for all infiltration, percolation, and filtration devices.~~

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- de. Determine the anticipated flows and capacities of all channels, culverts and conveyance devices. **Conveyance structures shall be designed utilizing the criteria in A.4.c of this Section.**
 - ed. Clearly identify and provide flow data for all velocity control and/or energy dissipation devices.
5. At the minimum the Storm Drainage Plan shall provide the following **post construction** sediment and drainage controls:
- a. Provide removal or containment of all silt, sediment, and debris carried onto or across the development so as to assure that no silt, sediment, or debris is allowed off the developed area. **See Post Construction Water Quality.**
 - b. Assure that all storm run-off is controlled such that no damage will occur to adjacent downstream properties or facilities. **Stormwater detention requirements are as follows:**
 - 1. The rates (pre-developed and post-developed) of runoff shall be determined for the 2-year, 25-year and 100-year rainfall frequencies. The storm duration shall be calculated to correspond to the time of concentration of the tributary area. Minimum storm duration shall be 20 minutes.
 - 2. Storm water shall be detained on site or on adjacent property under agreement and released at the rate of an undeveloped site for the above frequencies and minimum duration to prevent possible flooding and erosion downstream.
 - 3. In the event the natural downstream channel or storm sewer system is inadequate to accommodate the release rate provided above, then the allowable release rate shall be reduced to that rate permitted by the capacity of the downstream channel or storm sewer system.
 - 4. Detention basin volume and outlet structure will be based on routing each post-developed runoff through the detention facility while not exceeding the pre-developed run-off. The routing computation shall be based on an application of the continuity principle. The discharge rate shall be based on the maximum head conditions in the detention facility.
 - 5. Project site discharging via right-of-way, easement, or land owned by developer to the Lake of the Ozarks shall be exempt from stormwater detention requirements.
 - 6. Project sites with a differential runoff of less than 2 cfs for the 25-year event shall be exempt from stormwater detention requirements.
 - 7. All calculations necessary for stormwater detention design shall be signed and sealed by an Engineer licensed in the

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State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in report format.

- c. Where parking areas for more than twenty cars exist provide for removal of oils, grease and volatile wastes to the maximum practicable extent by the use of **post construction** BMP's.
- d. Assure that conveyance discharges into the Lake of the Ozarks will have a velocity of less than 5 fps.

This can be accomplished by the use of BMP's, ~~infiltration, percolation,~~ filtration devices, retainage and sedimentation collection basins, filtered curb inlets/manholes or other devices as approved by the City Engineer.

STORM DRAINAGE COMPUTATIONS

- A. The **Rational Method shall be** ~~methodology used by the City of Osage Beach for computation of storm~~**water** ~~run-off. shall be similar to that discussed in Chapter IX of the Missouri Department of Transportation (MoDOT) Project Development Manual and as modified herein.~~

1. The base storm event for computation of run-off ~~volumes~~ shall be a twenty **five**-year (~~25~~**20**) storm event.
2. The Rational Method of computation shall be used as herein ~~modified~~.

$$Q=CIA$$

Where:

- Q = Peak runoff in cubic feet per second (cfs)
I = ~~2.5 inches per hour shall be used as the~~ Rainfall Intensity.¹
A = Area of watershed in acres. This area includes the actual area drained through or in addition to the developed area.
C = **Coefficient (weighted by area)**²~~An adjustment coefficient used to account for soil and terrain absorption as~~

~~established herein. established herein.~~²

¹ **Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.** ~~Normally the Time of Concentration (t_c) would be computed and the value for "I" taken from the appropriate table dependant upon the MoDOT District involved. Due to the short travel distances for run-off on most of our projects that procedure would give an unrealistically high value. We have selected the 2.5 inches per hour as a valid value for our use.~~

²Values of C categorized by surface:

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<u>Surface Type</u>	<u>Value of C</u>
Impervious (asphalt pavement, concrete pavement, stone/rock surfaces, rooftops, etc.)	0.95
Pervious (greenspace, lawns, unimproved areas)	0.35

If more than one surface type is included in the drainage area, the designer shall calculate the weighted coefficient for use in runoff calculations.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

<u>Type or Location of Project</u>	<u>Value of C</u>
Single family residential lots	0.4
Multi-unit Residential (less than 20 units)	0.5
Condominium Developments where parking areas and building foot print occupy less than 50% of the development site	0.6
Commercial or condominium sites where parking areas and building or developed space covers more than 50% of the developed area	0.7

DESIGN OF DRAINAGE STRUCTURES AND DEVICES

- A. Culverts and Storm Drainage Piping Systems shall be designed using the Manning equation for open channel flow. Inlet conditions should be investigated and openings designed to handle the peak runoff condition. In addition the following conditions shall be met:
1. The minimum pipe size shall be 18-inch diameter.
 2. Bedding shall be installed around the pipe from 4 inches below to 12 inches above the pipe. Bedding shall be nominal ½ inch minus crushed rock conforming to MoDOT Type 5 aggregate. ~~MDOT Section 1004, Grade D, Chat, or pea gravel, or Osage River Sand. Any material used shall have a PI of six or less.~~
 3. The minimum grade shall guarantee a minimum velocity of 2.0 fps.
 4. Manholes or inlets shall be constructed at not more than 350-foot intervals and at all bends and changes of grade.

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- ~~5. Pipe may be run on the curve so long as the manufacture's maximum deflection at each joint is not exceeded.~~ All other pipe shall be run true to line and grade between manholes or inlets.
 6. Outlets shall have intrusion gates to prevent entry by children or animals.
 7. Outlets shall end in an energy-dissipating device that will reduce the outlet flow velocity to less than 5 fps.
 8. Piping shall be designed to sustain any anticipated loading conditions
- B. Curb Inlets of the "Kansas City Type" are preferred. See Drawing No. IV-11
1. The length of Curb Inlet opening shall be determined as in Chapter IX of the MoDOT Project Development Manual.
 2. Floor of Inlet shall be shaped with invert to provide smooth flow.
 3. Locate manhole ring and cover over outlet.
 4. Each Inlet shall have cast iron steps spaced at 1'-4" centers vertically.
 5. Bevel all exposed edges with 3/4" chamfer or 1/2" tooled edge.
 6. On grade Inlets shall conform to the street grade and sump Inlets shall be level.
 7. The length plus the width shall not exceed 15' without special design.
 8. Each Inlet shall be placed on a 4" compacted aggregate base.
 9. Each Inlet shall have a steel inlet frame.
 10. Each Inlet shall be designed to sustain any anticipated loading conditions. In no case shall materials and design not be sufficient to support an ASHTO ~~HS-20~~ ~~H-44-20~~ loading.
 11. Transition curb in 10' on upstream side of inlet and in 5' on the downstream side. 10' transition on both sides for sump inlet. See detail.
- C. **Open Channel Design** ~~Velocity Control~~ ~~reduce pick up of sediment and debris~~
(~~Land Form and Site~~ ~~Grading~~)
- ~~1. Grass Drainage Swales control direction and velocity of sheet or small rivulets flows by keeping flow velocities under 5 fps. See Drawing No. IV-6.~~
 - ~~2. Riprap Drainage Swales control larger volumes of sheet flow and rivulets by keeping flow velocities under two fps. See Drawing No. IV-7.~~
 13. Open Channel Drainage Channels shall be designed using the **Mannings** Equation for open channel flow. The channel shape maybe trapezoidal, rectangular or circular at the designer's discretion.
 - a. The channel depth shall be designed so that the peak runoff flow will be accommodated at 2/3rd of the channel depth.
 - b. Where channel depth will exceed one foot, a trapezoidal section with a maximum of 1:1 side slopes shall be used.
 - c. Where flow velocity will exceed 2 fps engineering fabric or erosion mat shall be utilized. **Selected fabric or mat shall be rated for the**

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intended application. Velocities shall be calculated and included with permit submittal.

- d. Where velocity will exceed 5 fps riprap shall be installed to eliminate scouring. See Drawing No. IV-7. Velocities shall be calculated and included with permit submittal.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

OVERLAND FLOW OR SHEET FLOW CONTROL

A. ~~Reduce available sediment and debris (Land Form Controls)~~

- ~~1. Insure that no areas are left denuded. Prepare seed bed, fertilize, mulch, and install erosion mat or fabric within 30 days of clearing operations.~~
- ~~2. Provide vegetation belts of shrubbery, small trees, etc. to retard sheet flow.~~
- ~~3. Provide erosion mat or fabric at all areas where erosion is apparent.~~

B. ~~Reduce quantity of overland or sheet flow by utilizing the following methods:~~

- ~~1. Flow control swales to reduce down hill sheet flow velocities and promote short term ponding and infiltration. See Drawing No. IV-3 & 9.~~
- ~~2. Vegetation belts. Plant a band of shrubbery, flowers, and etc. transverse to the slope to reduce sheet flows. See Drawing No. IV-4 & 10.~~
- ~~3. Infiltration trenches to infiltrate a portion of the sheet flow into the ground water. Infiltration rates should be tested for and volumes computed as a part of the overall Storm Water Management Plan. Design infiltration rate will generally be less than 1.0 gal/sf/hr and will tend to decrease over time. See Drawing No. IV-5.~~

C. ~~Velocity Control reduce pick up of sediment and debris (Land Form and Site Grading)~~

- ~~1. Grass Drainage Swales control direction and velocity of sheet or small rivulets flows by keeping flow velocities under 5 fps. See Drawing No. IV-6.~~
 - ~~2. Riprap Drainage Swales control larger volumes of sheet flow and rivulets by keeping flow velocities under two fps. See Drawing No. IV-7.~~
 - ~~3. Open Channel Drainage Channels shall be designed using the manning equation for open channel flow. The channel shape maybe trapezoidal, rectangular or circular at the designer's discretion.~~
- ~~a. The channel depth shall be designed so that the peak runoff flow will be accommodated at $\frac{2}{3}^{rd}$ of the channel depth.~~

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- ~~b. Where channel depth will exceed one foot, a trapezoidal section with a maximum of 1:1 side slopes shall be used.~~
- ~~c. Where flow velocity will exceed 2 fps engineering fabric or erosion mat shall be utilized.~~
- ~~d. Where velocity will exceed 5 fps riprap shall be installed to eliminate scouring. See Drawing No. IV-7.~~

POST CONSTRUCTION WATER QUALITY

C. Silt, Sediment, and Debris Control Filtering Systems

- ~~1. In order to avoid the use of sedimentation basins or retention ponds~~ It shall be required that appropriate filtration methods are used in order to assure that silt, sediment, and debris do not get into the conveyed storm drainage flow. ~~The above measures will control sediment for sheet or cross-country flows. However, construction~~ Parking areas, roof tops and other similar manmade surfaces (not including single or two family residential), will require the collection and isolation of silts, sediments, debris, oils, and volatile materials. Also see Storm Drainage Plan A.5.c. One method of accomplishing this is by construction filtering systems. There are several commercial products available to accomplish this goal. Grasspave, Gravelpave, and Grasscrete are patented soil stabilization products that are designed to serve as a paving or traffic bearing surface. ~~New developments that disturb less than 1 acre and are not part of a larger common plan of development that will disturb 1 or more acres over the life of the project are not required to meet the post construction water quality requirement. Water quality requirements shall not apply to City streets or new constructed streets to be dedicated to the City.~~

Approved filtering systems are as follows:

- ~~a. Constructed Filter Strip. In large parking areas, or relatively flat open areas, a cut-off curb can be constructed with a filtration strip of variable width constructed in front of it. Such strip would have a traffic bearing infiltratable surface such as Gravelpave underlain by a clean open graded gravel medium around a perforated collection pipe laid to grade to drain to a central or periphery drainage system. The medium would be enclosed in an engineering fabric envelope. Design infiltration rates would vary with materials and should be designed in accordance with the manufacture of the traffic bearing media recommendation. Flow in the neighborhood of 0.25 gpm can be anticipated. It will be necessary to remove the accumulated sediment and debris and very top portion of the gravel or replace the grass layer as appropriate in order to maintain adequate infiltration. The required maintenance interval will depend upon the rate of collection of sediment. See Drawing No. IV-8.~~

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SECTION 4 - STORM DRAINAGE

- b. ~~Porous Pavement. The use of porous pavements for large parking areas is a viable alternative method of providing filtered run-off from the parking areas. Cross country run-off should be diverted from the paved area and treated separately in order to avoid rapid plugging and increased maintenance costs. In the general application in Osage Beach the preferred methodology would be to drain the porous pavement to a clean aggregate percolation bed that drained to collection piping manifolded into the overall storm drainage system and discharged to the Lake or other approved surface system. In isolated cases it may be preferable to discharge to the ground water table with a surface overflow for over design storm peak flows. Each porous pavement application must be approved by the City Engineer prior to use.~~

2. Fabricated Filtration Manholes or ~~Curb~~ Inlets

- a. Several patented filtration devices are now available that can effectively reduce sediment discharges such as:
- 1) Treatment systems such as Stormceptor
 - 2) Catch Basin or Curb Inlet inserts such as FloGardFlowgard Plus manufactured by Hancor, Inc. or Hydro-Kleen manufactured by ACF Environmental.
 - 3) ~~Surface drainage systems such as Drain-rite manufactured by Hancor Inc.~~
 - 4) Or several non-patented devices by various highway departments, etc.

3. ~~Post Construction Sediment Basin~~RETENTION FACILITIES

- a. Sediment Basin volume, or WQV, shall be based on the following calculation:

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where

P = rainfall depth = 1 inch

R_v = volumetric runoff coefficient = $0.05 + 0.009I$

I = percent impervious cover (in percent, e.g. 80% = 80)

A = total site area in acres

- b. The inlet should be designed to prevent short-circuiting between entrance and discharge to the maximum extent practicable. This can

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

be accomplished by providing baffles in the channel, turns in the channel, etc.

- c. The shape of the storage basin should allow for easy cleanout of sediment and debris. **Proper maintenance is the responsibility of the property owner.** Terrain and other site conditions will tend to dictate the shape of the facility. Sediment Basins ~~Deep, steep-sided ponds with water depth greater than 4' shall be fenced~~ **should be avoided or covered for safety of children and animals.**
- d. **The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure. Basin shall be designed to prevent permanent standing water.**

- ~~1. The maximum allowable flow velocity through the basin shall be 0.3 fps.~~
- ~~4. Outlet or Discharge Facility shall allow the slow discharge of retained flow over time so that a stagnant pool is not created.~~

The details of the design are at the discretion of the designer subject to approval of the City Engineer.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

CONSTRUCTION MATERIALS

- A. See Drainage ditches maybe stabilized earth, riprap, concrete, or other durable material.
- B. Retention basin inlets, basin, and outlet structures maybe of any durable material subject to the approval of the City Engineer.
- C. Storm drainage pipe and culvert pipe ~~shall may be reinforced concrete, or dual wall polypropylene pipe. Corrugated Metal Pipe (CMP), or reinforced plastic subject to approval.~~
 - 1. All pipes at a minimum must be capable of sustaining an ASHTO **HS-20H** ~~44-20~~ loading.
 - 2. The use of polypropolene~~reinforced plastic~~ pipe for storm drainage at drop inlets or in areas where leaf burning is allowed is prohibited.
- D. Curb Inlets
 - 1. Shall be prefabricated or cast-in-place.
 - a. Shall be place on a 4" compacted aggregate base.
 - b. Reinforcement in footing shall be #4 bars on 6" centers both ways.

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SECTION 4 - STORM DRAINAGE

- c. Reinforcement in walls shall be #4 bars on 12" centers both ways.
 - d. Reinforcement in lid shall be a minimum of six #4 bars placed at 45 degree angle. See detail.
-
- 2. Shall have a 10" throat galvanized steel inlet frame.
 - 3. Cast iron manhole ring and cover, Neenah R-1537 or approved equal.
 - 4. Cast iron step, Clay & Bailey No. 2101 or approved equal.

STORM DRAINAGE CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.

END



MEMORANDUM
September 5, 2023

TO: Planning Commission
CC: City Planner Cary Patterson
FROM: City Attorney Cole Bradbury

RE: September 12, 2023 Planning Commission Meeting

Members of the Planning Commission:

This agenda contains updates to various several of our ordinances (drafted by me) along with changes to the Osage Beach Design Guidelines (drafted by Cochran Engineering). Both of these documents touch on a number of topics related to development and construction in the City.

This past year has been among the busiest construction years on record for the City. Three of the four largest land disturbances in the history of the City are currently active: the Lakeport Oasis amusement park/hotel development, the Harper's Cove subdivision, and the Preserve at Sycamore Creek apartments project; the fourth being the Prewitt's Point development which began in 2000.

The Design Guidelines on this topic were last updated in 2005, and much has changed since then. These changes are intended to modernize our rules and procedures while applying lessons that staff have learned dealing with this new volume of very large construction projects.

A brief summary of the revisions:

1. Most of our current stormwater ordinances are actually identical to the Design Guidelines, so they function like suggestions instead of requirements. My edits to the ordinances remove most of those repetitive parts and enact

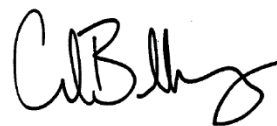
new ordinances focusing on what we require and what happens when our requirements are not met. The sections I removed are already in the Design Guidelines, so we are not losing anything by removing those provisions (this change also gets rid of the risk that our ordinances say one thing and the Guidelines say another). I have tried to add “teeth” where appropriate and targeted enforcement especially towards owners/developers/contractors who knowingly or willingly ignore their obligations.

2. Cochran Engineering has updated the Design Guidelines on a technical level. The new Design Guidelines require more up-front planning for stormwater drainage and erosion issues, with a goal of preventing problems before they happen instead of playing whack-a-mole with enforcement later on. The changes also better describe our policies, with a focus on differentiating between what is “required” versus what is considered a “best practice.” There are also changes to more accurately describe certain tools used in practice. Last, we have made some changes to the power-cut guidelines to match Ameren’s current practices.
3. Both sets of updates also make grammatical and phrasing changes to more clearly communicate what is expected of developers.

The goal of this presentation to the Planning Commission is to give the public an initial look at these changes and obtain your approval before taking these documents to the Board of Aldermen.

David Van Leer, PE (Cochran Engineering) and I will be in attendance at your meeting and we will be happy to answer any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'C. Bradbury', written over a horizontal line.

COLE BRADBURY

City Attorney

(573) 302-2000 x 1050

CBradbury@OsageBeach.org

City of Osage Beach

Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-75- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Park Irrigation Improvements Project for an amount not to exceed \$190,112.12. *Second Reading*

Requested Action:

Second Reading of Bill #23-75

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, partially; to be carried over to the FY2024 budget.

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-773271 Irrigation System

FY2023 Budgeted Amount: \$ 100,000

FY2023 Expenditures to Date (MM/DD/YY): (\$ 15,536)

FY2023 Available: \$ 84,464

FY2023 Requested Amount: \$ 190,112

Department Comments and Recommendation:

This project was bid out in August and the bids were opened in mid- September. The City received four bids and the bid tab is attached. Four Season Plumbing was the low bidder at \$190,112.12. The City has worked with the vendor before, but I also checked their references and found no problems. The pump being installed has a 6 month lead time, so this work will not be done until mid first quarter 2024 and will be budgeted accordingly, 10-10-773271 Irrigation System.

The irrigation pump that we are currently using is the original pump used when our park

was still a fish hatchery and is likely more than 35 years old. It has reached the end of life and is no longer adequate for our needs. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-75 is in correct form.

City Administrator Comments:

The first reading was approved October 5, 2023.

Although partial budgeted funds remain in FY2023, if approved this will be carried over to FY2024 accordingly. I concur with the department's recommendation as this is a needed improvement at the City Park.

BILL NO. 23.75

ORDINANCE NO. 23.75

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING, LLC FOR THE PARK IRRIGATION IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$190,112.12

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 Contract with Four Season Plumbing, LLC., 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 One Hundred Ninety Thousand, One Hundred Twelve Thousand Dollars and Twelve Cents. (\$190,112.12)

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

READ FIRST TIME: October 5, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.72 was duly passed on September 21, 2023, 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. 23.75.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City Park Irrigation Pump 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 **Four Season Plumbing LLC** a Corporation of the 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:

City Park Irrigation Pump Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **\$190,112.12 (One Hundred Ninety Thousand, One Hundred Twelve Dollars and Twelve Cents)** 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 **Forty-Five (45)** 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.

City Park Irrigation Pump 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 _____

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City Park Irrigation Pump Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	1325.00	1325.00
2	Site Demolition (removal of pipes, pumps, & supports)	LS	1	4208.00	4208.00
3	Concrete Pad	SF	84	41.00	3444.00
4	Watermax 9000 Irrigation Pump & Equipment	LS	1	127,999.00	127,999.00
5	Site Piping	LS	1	12,588.00	12,588.00
6	6-inch dia. Gate Valve & Valve Box	EA	1	1507.00	1,507.00
7	72-inch dia. Pre-Cast Concrete Manhole	LS	1	13,586.00	13,586.00
8	24-inch dia. RCP Intake Pipe	LF	40	130.10	5204.00
9	Rip-Rap (Type II)	SF	322	9.44	3047.00
10	Electrical Conduit & Cable	LS	1	4286.00	4286.00
11	Intake Grate Cover	LS	1	832.00	832.00
12	12-inch dia. Orange Ball Buoy	LS	1	291.00	291.00
13	Site Restoration	LS	1	1796.00	1796.00
14	Force Account	LS	1	\$ 10,000.00	10,000.00
Total Base Bid:					190,113.00

TOTAL BID IN WRITING: one hundred ninety thousand one hundred thirteen
dollars

City Park Irrigation Pump 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:

Four Seasons Plumbing

Name of Corporation

By

Paula A. Yost owner

Signature & Title

PAULA A YOST

Typed or Printed Name

ATTEST:

Blfaest

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Brittany N Yost

Typed or Printed Name

Business Address of Bidder:

1125 INDUSTRIAL DRIVE
OSAGE BEACH, MO

Telephone No. 573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Paula A Yost

1125 Industrial DR

OSAGE BEACH, MO

Secretary

Brittany Yost

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
St Moritz Pressure Sewer & lift station	19		\$750,000
margaritaville lift station	18		\$125,000
Sunny Slope Treatment plant lift station replacements			\$30,000
Palisades lift station		30 HP Pumps	\$65,000
Repair & maintenance Oaks Golf Course Irrigation			

b. List of equipment available for this job.

Excavators
 Dump Trucks
 Plumbing Service Trucks
 Skid Steers

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
Aesthetix Electric	Electrical

This report is an integral part of the proposal.

Dated September 14, 23
 By Paula Aguilar
 Title owner

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name Four Seasons Plumbing
Address 1125 Industrial Drive Osage Beach, MO 65065
Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause ☒ Yes ☐ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract ☒ Yes ☐ No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. ☒ Yes ☐ No.
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ☐ Yes ☒ No.

2. Dollar amount of bid \$ 190,113.00

3. Anticipated performance period 12 days.

4. Expected total number of employees who will perform the proposed construction 3.

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

City Park Irrigation Pump Improvements

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

PAULA A YOST
(Name and Title of Signer - type written)

Signature
9/14/23
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Four Seasons Plumbing
Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name Aesthetix Electric

Address PO Box 972 Osage Beach, MO

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause X Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract X Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? X Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes X No.

2. Dollar amount of proposed subcontract \$ 4,250.00

3. Anticipated performance period 5 hrs

4. Expected total number of employees who will perform the proposed subcontract 2

5. Non segregated Facilities

a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding

City Park Irrigation Pump Improvements

of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

PAULA A YOST
(Name and Title of Signer - type written)

Paula A Yost 9/14/23
Signature (Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Four Seasons Plumbing, a corporation X, individual _____, partnership _____, joint venture _____, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of MO, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of nineteen thousand, five hundred six Dollars (\$ 9,506.00), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **CITY PARK IRRIGATION PUMP IMPROVEMENTS** covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

City Park Irrigation Pump Improvements

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

N/A

Signed and sealed this _____ day of _____, 20 ____.

WITNESS:

BIDDER: (Print Full Name)

By: Paula A Yost

Name & Title: PAULA A YOST

OWNER

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

By Attorney-in-Fact: _____
(Attach Certified Copy of Power of Attorney)

City Park Irrigation Pump Improvements

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Paula Yost, certify that I am Owner of
(Name of person signing certificate) (Title of person signing Certificate)

Four Seasons Plumbing and Paula Yost
(Company Name) (Name of Person Signing Bid Bond)

was then OWNER of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

Paula Yost
Signed by the Authorized Officer or manager of the Bidder

FOUR SEASONS Plumbing
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF _____)
COUNTY OF _____) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), _____
to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) _____ and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI**.

Subscribed and sworn before me on this _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____, 20 ____.

**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss
County of Camden)

On this 14th day of September, 2023 before me appeared
Paula A Vost, personally known to me or proved to me on the basis of (name) satisfactory
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula A Vost, and I 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 City of Osage Beach to perform my 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 am the owner of Four Seasons Plumbing, LLC, and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

I 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 to verify information of existing and newly hired
employees. The aforementioned business entity shall participate in said program with respect to all employees working in
connection under the within contract agreement with the City of Osage Beach.

**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 hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in
connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have
the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I 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 Section 385.525 through 285.550 RSMo, for
subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under
duress.

Paula A Vost
Affiant Signature

Subscribed and sworn to before me this 14th day of September, 2023.

Ida Renee Dix
Notary Public
My Commission Expires: 11/16/2026



City Park Irrigation Pump Improvements

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of September, 2023, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Paula 1054 a FOUR SEASONS PLUMBING 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:

City Park Irrigation Pump 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 **Forty-Five (45)** 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.

City Park Irrigation Pump 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

Four Seasons Plumbing, LLC
Contractor, Party of the Second Part

By Paula Rupert owner
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

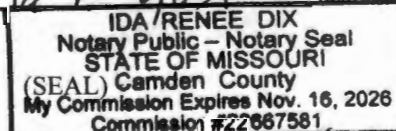
Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 14th day of September, 2023 before me appeared Paul A. Yost
to me personally known who, being by me duly sworn, did say that he is the owner of
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said Paul A. Yost acknowledged said
instrument to be the free act and deed of said corporation.



My commission Expires: 11/16/2026

Ida Renee Dix
Notary Public Within and For Said County and State
Ida Renee Dix

City Park Irrigation Pump Improvements

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Paula A Yost, owner
Four Seasons Plumbing
(Name of Contractor)

1125 Industrial Drive Osage Beach, mo
(Address of Contractor)

a LLC hereinafter called Principal, and
(Corporation, Partnership, or Individual)

5% of total bid (\$9,506)
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MISSOURI 65065**

hereinafter called OWNER in the total aggregate penal sum of _____

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 14th day of September, 20 23, a copy of which is hereto attached and made a part hereof for the construction of:

City Park Irrigation Pump Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

City Park Irrigation Pump Improvements

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
City Park Irrigation Pump Improvements
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the City Park Irrigation Pump Improvements under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

*Certificate included

City Park Irrigation Pump Improvements

Four Season Plumbing

BID FORM

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

Gentlemen:

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

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

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

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

No. n/a Dated _____
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.

(See Next Page for Itemized Bid Form)

Bid Tabulation
City Park Irrigation Pump Improvements
Osage Beach Project No. OB22-012
September 15, 2023



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

				Four Season Plumbing				MMLC	
Item	Description	Unit	Quantity	Engineer's Estimate		Contractor Name		Contractor Name	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 1,325.00	\$ 1,325.00	\$ 35,000.00	\$ 35,000.00
2	Site Demolition (removal of pipes, pumps, & supports)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,208.00	\$ 4,208.00	\$ 45,000.00	\$ 45,000.00
4	Concrete Pad	SF	84	\$ 40.00	\$ 3,360.00	\$ 41.00	\$ 3,444.00	\$ 35.00	\$ 2,940.00
5	Watermax 9000 Irrigation Pump & Equipment	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 127,999.00	\$ 127,999.00	\$ 135,863.00	\$ 135,863.00
6	Site Piping	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 12,588.00	\$ 12,588.00	\$ 14,000.00	\$ 14,000.00
7	6-inch dia. Gate Valve & Valve Box	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 1,507.00	\$ 1,507.00	\$ 1,500.00	\$ 1,500.00
8	72-inch dia. Pre-Cast Concrete Manhole	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 13,586.00	\$ 13,586.00	\$ 32,100.00	\$ 32,100.00
9	24-inch dia. RCP Intake Pipe	LF	40	\$ 150.00	\$ 6,000.00	\$ 130.10	\$ 5,204.00	\$ 155.00	\$ 6,200.00
10	Rip-Rap (Type II)	SF	322	\$ 25.00	\$ 8,050.00	\$ 9.46	\$ 3,046.12	\$ 15.00	\$ 4,830.00
11	Electrical Conduit & Cable	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,286.00	\$ 4,286.00	\$ 14,000.00	\$ 14,000.00
12	Intake Grate Cover	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 832.00	\$ 832.00	\$ 7,500.00	\$ 7,500.00
13	12-inch dia. Orange Ball Buoy	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 291.00	\$ 291.00	\$ 1,500.00	\$ 1,500.00
14	Site Restoration	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,796.00	\$ 1,796.00	\$ 5,500.00	\$ 5,500.00
15	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID				\$ 244,410.00		\$ 190,112.12		\$ 315,933.00	

Bid Tabulation
City Park Irrigation Pump Improvements
Osage Beach Project No. OB22-012
September 15, 2023

Item	Description	Unit	Quantity	Don Schneider Excavating		Stockman	
				Contractor Name		Contractor Name	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Site Demolition (removal of pipes, pumps, & supports)	LS	1	\$ 12,700.00	\$ 12,700.00	\$ 26,000.00	\$ 26,000.00
4	Concrete Pad	SF	84	\$ 50.00	\$ 4,200.00	\$ 32.00	\$ 2,688.00
5	Watermax 9000 Irrigation Pump & Equipment	LS	1	\$ 135,540.00	\$ 135,540.00	\$ 125,000.00	\$ 125,000.00
6	Site Piping	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00
7	6-inch dia. Gate Valve & Valve Box	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 1,440.00	\$ 1,440.00
8	72-inch dia. Pre-Cast Concrete Manhole	LS	1	\$ 21,350.00	\$ 21,350.00	\$ 30,000.00	\$ 30,000.00
9	24-inch dia. RCP Intake Pipe	LF	40	\$ 300.00	\$ 12,000.00	\$ 200.00	\$ 8,000.00
10	Rip-Rap (Type II)	SF	322	\$ 9.00	\$ 2,898.00	\$ 13.00	\$ 4,186.00
11	Electrical Conduit & Cable	LS	1	\$ 5,830.00	\$ 5,830.00	\$ 8,000.00	\$ 8,000.00
12	Intake Grate Cover	LS	1	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00
13	12-inch dia. Orange Ball Buoy	LS	1	\$ 600.00	\$ 600.00	\$ 260.00	\$ 260.00
14	Site Restoration	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
15	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$ 230,168.00	\$ 242,574.00	

BID OPENING

City Park Irrigation Pump

9/14/2023

2:00 p.m.

The following bids were opened by Tara Berreth and witnessed by Abby Moulder.

Bidder Name	Amount of Bid
Don Schneider Excavating	\$230,168.00
MM Landscaping & Construction	\$315,933.00
Stockman Construction	\$242,574.00
Four Season Plumbing	\$190,113.00

City of Osage Beach
Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:
Public Hearing - Lakeport Village Petition to form Community Improvement District

Requested Action:
Public Hearing

Ordinance Referenced for Action:
RSMO Section 68.275 & 67.1421; Public Hearing required

Deadline for Action:
Yes, a Public Hearing required prior applicable Board of Aldermen consideration.

Budgeted Item:
No

Budget Line Information (if applicable):
No

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *First reading*

Requested Action:

First Reading of Bill #23-76

Ordinance Referenced for Action:

RSMo Section 67.1401 - Section 67.1571; The CID (Community Improvement District) Act authorizes the Board of Aldermen to establish CIDs and requires that all CID petitions be approved by ordinance.

Deadline for Action:

None - Although no statutory deadline is applicable as the CID funding is a part of the entire project as a sales tax election, such sales tax election, as part of the project funding, will need to be in place upon the first retail store opening to take advantage of the sales tax funding source.

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-76 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT AND AUTHORIZING AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City received a petition to establish the Lakeport Village Community Improvement District on May 5, 2023 and its Board of Aldermen held a first reading of Bill No. 23-45 approving said petition on May 18, 2023, which was unanimously approved; and

WHEREAS, the applicant for said petition thereafter indicated it wished to amend its petition and the city has taken on further action on Bill No. 23-45; and

WHEREAS, the City has received an updated Petition to Establish the Lakeport Village Community Improvement District attached hereto as Exhibit A (the “CID Petition”), which seeks to establish the Lakeport Village Community Improvement District (the “CID”) on certain property located northeast of the Jefferies Road and U.S. Route 54 interchange; and

WHEREAS, the City Clerk has verified the CID Petition complies with the CID Act; and

WHEREAS, the City held a duly-noticed public hearing on October 19, 2023, at which all persons interested in the formation of the CID were allowed an opportunity to speak and the Board of Aldermen heard all protests and received all endorsements;

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

Section 1. Creation of CID. The Lakeport Village Community Improvement District is hereby created within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the CID Petition. The CID shall include the contiguous tracts of real estate described in Exhibit A of the CID Petition. Subject to further approvals by the CID and its qualified voters, the CID is authorized to impose a sales tax, as described in the CID Petition. Subject to further approvals by the CID, the CID is also authorized to impose a special assessment, as described in the CID Petition.

Section 2. CID Term. The term of the existence of the CID shall be 27 years beginning on the effective date of this Ordinance.

Section 3. CID Board of Directors. The CID shall be governed by a board of directors consisting of five (5) members hereafter appointed by the Mayor with the consent of the Board of Aldermen in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the CID’s board of directors are hereby appointed as follows:

<u>Name</u>	<u>Initial Term</u>
Jeffrey J. Tegethoff	4 years
Fred M. Ross, Jr.	4 years
Michael Harmison	2 years
Jeana Woods	2 years
Richard Ross	2 years

Successor members of the CID's board of directors shall be appointed for four-year terms.

Section 4. Notice to Department of Economic Development. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

Section 5. Disapproval of Bill 23-45. The Board of Aldermen hereby disapproves of Bill 23-45 approving the previous version of this Petition and such Bill shall have no force or effect because Bill 23-24 never became an ordinance.

Section 6. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition and the CID, including, without limitation, the provision of notices for the public hearing regarding the creation of the CID, are hereby ratified.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 23.76 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

Approved as to form:

Cole Bradbury, City Attorney

I hereby approved Ordinance No. 23.76.

Tara Berreth, City Clerk

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT
DISTRICT**

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Osage Beach, Missouri

2023

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT DISTRICT**

This Petition (“Petition”) to establish a Community Improvement District within a certain limited portion of the City of Osage Beach, Missouri (the “City”), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

As set forth herein, LAKEPORT VILLAGE LLC (the “Petitioner”) is signing this Petition in accordance with the Act to request that the governing body of the City (the “Board of Aldermen”) hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the district shall be the “**Lakeport Village Community Improvement District**” (the “District”).

B. Legal Description

The District includes all of the real property (the “District Property”) legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the “District Boundary Map”).

2. PETITIONER

Based on the tax records of Camden County as of the date of filing this Petition, Petitioner:

- (a) owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE-YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to one or more contracts with one or more developers (the “Developers”) to undertake a project on behalf of the District (the “Project”), which Project is expected to include the demolition and removal of existing buildings or structures within the District, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary, or desired public improvements within the District.

Additionally, the purposes of the District are to:

- (a) Pledge all or a portion of its revenues to one or more notes, bonds, or other obligations, which may be issued by the District or another public body (collectively, the “District Obligations”) and are secured by the tax revenues and special assessments of the District (the “CID Revenues”), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into one or more contracts or agreements in order to complete or cause the completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the “District Sales Tax”);
- (d) Impose a special assessment in accordance with the Act (the “Special Assessment”);
- (e) Use a portion of CID Revenues to pay the administrative costs of the District; and
- (f) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

B. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Nine Million Seventy-Two Thousand and Fifty Nine

Dollars (\$9,072,059.00), which excludes the cost of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Anticipated Sources of Funds to Pay Costs and Anticipated Term of the Sources

The District intends to enter into an agreement among the District, the City and one or more developers of real property within the District, pursuant to which the developer(s) will advance the costs of the Project subject to reimbursement from revenues generated by the CID Sales Tax and Special Assessment or the proceeds of District Obligations. Such District Obligations will be repaid from CID Revenues. The anticipated sources of funds to pay the cost of the Project are the CID Revenues. The anticipated term of the CID Revenues is twenty-seven (27) years from the adoption of the ordinance establishing the District, unless extended.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2023

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of its Board (as hereinafter defined) and approval of District Sales Tax.
- Commence the Project.

2024

- Project continues.
- Implement and collect District Sales Tax.
- Implement and collect Special Assessment.

2025

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.

- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2026

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2027

- Completion of the Project.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the “Board”) and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the “Directors” and each a “Director”).

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and

- (d) be an owner of District Property (“Owner”) or its legally authorized representative, provided that, if at the time of appointment of the initial Board or any submittal of a slate of successor Directors, any one Owner owns more than fifty percent (50%) of the District Property (the “Majority Owner”) as calculated based on the acreage on record with the Camden County Assessor’s Office (the “Assessor”), then any Directors appointed shall be legally authorized representatives of the Majority Owner.

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor of Osage Beach (the “Mayor”) with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Four (4) Years
Second	Four (4) Years
Third	Two (2) Years
Fourth	Two (2) Years
Fifth	Two (2) Years

Two of the initial Directors shall be representatives of the Petitioner. Upon expiration of the terms of the initial Directors, successive Directors shall, subject to Section 4 below, be appointed by the Mayor with the consent of the Board of Aldermen in accordance with the Act. Successor Directors shall serve four (4) year terms on the Board; provided, however, each Director shall serve until such Director’s successor is appointed in the manner described below and qualified.

4. Board Representation

In addition to the foregoing qualifications set forth in this Section 4, in order to ensure fair representation of the District, the Board representation shall include three persons designated by the Mayor, at least one of which will satisfy the requirements of Section 67.1451.2(3) of the Act, and two persons designated by Petitioner so long as (i) Petitioner owns District Property or has a business operating within the District and (ii) District Obligations remain outstanding. In the event that either (i) or (ii) are not satisfied, then in such event the Majority Owner, if any, shall designate the two persons, and if there is not a Majority Owner, one person designated by each of the two largest owners of District Property according to the Assessor’s records.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

In accordance with Section 67.1521 of the Act, the proposed District shall have the power to levy a Special Assessment upon all or a portion of District Property as follows:

The maximum rate of the Special Assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the proposed District which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Five Hundred Forty-Six Thousand One Hundred Twenty Dollars (\$546,120.00) according to the most recent final (2022) assessed values located in the records of the Assessor, as set forth below.

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation

pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), subject to voter approval as set forth in Section 67.1545.

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area, as defined in Section 67.1401.2(3) of the Act, as more fully described within that certain Lakeport Village Tax Increment Financing Redevelopment Plan, dated April 17, 2023.

10. LIFE OF DISTRICT

Petitioner requests that the proposed District exist for a maximum of twenty-seven (27) years from the effective date of the ordinance approving this Petition as provided in Section 67.1481.1 of the Act.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS

There shall be no other limitations on the District's powers, and the District shall have all powers granted under the Act.

[Remainder of page intentionally left blank]

Signature Page for Petition to Establish the
Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, establish the Lakeport Village Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	LAKEPORT VILLAGE LLC
Owner's Telephone Number:	
Owner's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred M. Ross, Jr.
Basis of Legal Authority to Sign:	Managing member
Signer's Telephone Number:	
Signer's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

Owner: Lakeport Village LLC

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

Legal Description: See Exhibit A

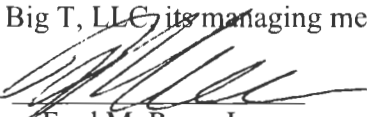
Map: See Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he or she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Clerk.

**LAKEPORT VILLAGE LLC,
A MISSOURI LIMITED LIABILITY COMPANY**

By: Big T, LLC its managing member

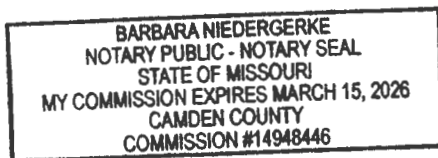
By: 
Name: Fred M. Ross, Jr.
Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 28th day of Sep, 2023, before me appeared Fred M. Ross, Jr. to me personally known, who, being by me duly sworn, did say that he is the Manager of Big T, LLC, a Missouri limited liability company, the Managing Member of Lakeport Village LLC, a Missouri limited liability company and that said Petition was signed by such company by authority of its managing member, and said person acknowledged said instrument to be the free act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]




Notary Public
Name: Barbara Niedergeserke

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Tract A (Southerly Parcels):

Parcel 1:

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of Goodin's Subdivision, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden county records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the Point of Beginning.

Parcel 2A:

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 16, Camden County, Missouri, described as follows:

From the Northwest corner of the Northwest quarter of the Southeast quarter, run East along the North line of the Northwest quarter of the Southeast quarter 540.9 feet to the centerline of a 40 foot wide roadway for the Place of Beginning; thence leaving the road, continue along said North line, East 153.3 feet; thence leaving said North line South 75.0 feet; thence West, 127.0 feet; thence South 6 degrees 00 minutes West, 73.7 feet; thence West, 20.98 feet to a point on the centerline of said 40 foot roadway; thence along centerline, North 7 degrees 30 minutes East, 17.7 feet; thence North 130.8 feet to the Place of Beginning.

Parcel 2B:

All of the following described land lying above contour elevation 662 feet:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Southwest quarter of the Northeast quarter of Section 11, run East along the South line of said Southwest quarter of the Northeast quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said

shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South line of the Southwest quarter of the Northeast quarter; thence along said South line of the Southwest quarter of the Northeast quarter of Section 11, West 569.0 feet to the Place of Beginning: Excepting therefrom that portion of the above-described land which lies within road right-of-way.

Parcel 3:

All of Lot Nos. 1, 2, 3, 4, 5, 6, and 7 of "Friedrich Heights", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 18, page 71, Camden County Recorder's Office.

Parcel 4A:

All that part of the following described property which lies above property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11) Township thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter, run East along the South line of the said Southwest quarter of the Northeast quarter, 540.0 feet, more or less to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company, thence East along the south line described in the deed to said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less, to the Point of Beginning.

Parcel 4B:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter run East along the South line of the said Southwest quarter of the Northeast quarter 540 feet, more or less, to the centerline of the present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

Parcel 4C:

That part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

Beginning at the Southwest corner of said quarter quarter section; thence East along the South line of said quarter quarter section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the Southerly edge of a well defined private roadway for the point of beginning of the parcel to be conveyed; thence continue South 96 feet more or less to the center of a 20 foot road; thence in Southwesterly direction along the center of said road to a point on the Westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter section which is 540 feet East from the Southwest corner of said quarter quarter section; thence North 19 degrees 30 minutes West a distance of 336 feet to the Southerly edge of the aforesaid well defined private roadway; thence in an Easterly direction along the Southerly edge of said roadway to the Point of Beginning.

Tract B (Northerly Parcels):

Parcel 1:

A parcel of land lying in Tract C of Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows:

From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the Place of Beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the Place of Beginning.

Parcel 2:

All of GOODIN'S SUBDIVISION, according to the plat thereof on file and of record in Plat Book 2, page 82 in the Camden County Recorder's Office, including all that part of the following described property, which lies above contour elevation 662 feet in Section 11, Township 39 North, Range 16 West, part of the Northeast quarter described as follows: From a stone at the Southwest corner of the said Northeast quarter, run East along the South line of the said Northeast quarter 540 feet, more or less, to the center of the Old U.S. Highway 54; thence along the said Old U.S. Highway No. 54, North 19 degrees 30 minutes West 553 feet; thence North 01 degree 15 minutes East 83.7 feet, more or less, to the Northwest corner of a tract of land heretofore conveyed to Claude Lanning and Viola Lanning by Warranty Deed dated June 19, 1944, for point of beginning; thence North 07 degrees 55 minutes East 437 feet, more or less, to the Southeast corner of a tract of land heretofore conveyed to William P. Jones by Warranty Deed dated April 13, 1937; thence North 09 degrees 40 minutes East along the Easterly line of the said William P. Jones tract of land 355 feet, more or less, to the Southwest corner of a tract of land heretofore conveyed to Ben L. Dalzell and Margie L. Dalzell by Warranty Deed dated June 19, 1944; thence East along the South line of the said Ben L. Dalzell and Margie L. Dalzell 480 feet, more or less, to the center of a small cove of the Lake of the Ozarks; thence North 71 degrees 00 minutes East down said cove and along the Southerly line described in Warranty Deed to the said Ben L. Dalzell and Margie L. Dalzell 1350 feet, more or less, to the original left bank of the Grand Glaize River; thence upstream along the said East line 700 feet, more or less, to the Northeast corner of a tract of land heretofore described in Warranty Deed dated April 11, 1936 to the W. D. Jeffries; thence West along the North line described in Warranty Deed to the said W. D. Jeffries, 1320 feet, more or less, to the West line of the Southeast quarter of the Northeast quarter of said Section 11; thence South along said West line 69 feet, more or less, to the Northeast corner of a tract of land described in Warranty Deed to the said Claude Lanning and Viola Lanning; thence West along the North line described in Warranty Deed to said Claude Lanning and Viola Lanning 926 feet, more or less, to the point of beginning, except all that part lying in the Lake of the Ozarks and beyond its ordinary shoreline.

ALSO EXCEPTING THEREFROM all of Lakewood Condominium, a resubdivision of part of Tract A of GOODIN'S SUBDIVISION as shown by the plat recorded in Plat Book 20, page 11 in the Office of the Recorder of Deeds, Camden County, Missouri.

FURTHER EXCEPTING THEREFROM all of Lakewood Resort Condominium, Phase II and Lakewood Resort Condominium, Phase II, First Addition, as shown by the plat recorded in Plat Book 45, at page 2 and Plat Book 53, at page 44, Records of Camden County, Missouri.

FURTHER EXCEPTING THEREFROM a part of Tract D of said GOODIN'S SUBDIVISION, described as the Northerly 100 feet of said Tract D bounded on the West by the Westerly line of said Tract D, bounded on the North by the Northerly line of said Tract D, bounded on the South by a line 100 feet South of and parallel with the Northerly line of said Tract D and bounded on the East by the Lake of the Ozarks and the real estate previously owned by Roy Garrett, which property of Roy Garrett is described in a deed dated October 9, 1978 and filed for record in Book 210, page 232 in the Camden County Recorder's Office.

FURTHER EXCEPTING THEREFROM the following described tract of land:

All that part of Tract "A" in GOODIN'S SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat on file and of record in the office of the Recorder of Deeds of Camden County, Missouri, described as follows: From the Southwest corner of said Tract "A" at the center of the county road, run along the centerline of said county road, North 7 degrees 55 minutes East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road, North 50 degrees 50 minutes East 145 feet; thence North 78 degrees 40 minutes East 128.8 feet for the point of beginning; thence leaving said road, South 10 degrees 20 minutes East 227.5 feet; thence South 39 degrees 30 minutes East 97 feet; thence North 18 degrees 30 minutes East 31.3 feet; thence North 83 degrees 56 minutes East 92.3 feet; thence North 17 degrees 40 minutes West 166.5 feet to the centerline of said road; thence along said centerline North 53 degrees 40 minutes West 165 feet; thence South 78 degrees 40 minutes West 11.2 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County Records and being a part of a tract as described in Book 575, page 173, Camden County Records, Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning, SAVE AND EXCEPT THEREFROM: an easement, said easement being 25.0 ft. wide lying Westerly of and parallel to the Easterly line of a tract of land as described in Book 575, page 173, Camden County Records, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline N07°52'08"E, 215.14 ft (N07°55'E, 215.0 ft. deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence N50°50'E, 145.0 ft.; thence N78°40'E, 128.80 ft., to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line S10°23'39"E, 135.56 ft., to the true point of beginning of said easement; thence continuing S10°23'39"E, 90.80 ft., to an iron pin; thence S38°57'50"E, 73.45 ft.(S39°30'E, 97.0 ft. deed), to an iron pin at the 662 contour of the Lake of the Ozarks and the end.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A parcel of land lying in Tract C of said Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows: From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the place of beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the place of beginning.

SAVE AND EXCEPTING that part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South

67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

ALSO granting to second party a ten (10) foot wide maintenance and repair easement for the purposes of maintaining such retaining wall and the parking lights and poles lying immediately North and adjacent to the retaining wall which forms the North boundary of such property. Such easement expressly conditioned on second party repairing and replacing any damage done with such easement; the above Tract 2 containing all or parts of Lots 1 through 18, inclusive and all or parts of Tracts "B", "C" and "D", Goodin's Subdivision, a subdivision of land in Camden County, Missouri.

SAVE AND EXCEPT:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning; thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet, thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East

26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West. 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West, 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning.

Tract C (The Remainder Parcels):

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest Quarter of the Northeast Quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter run East along the South line of the said Southwest Quarter of the Northeast Quarter 540 feet more or less to the centerline of the present road for Point of Beginning; thence continue East along the said South line 750 feet more or less, to the Southeast corner of the Southwest Quarter of the Northeast Quarter, said Southeast corner being the Southwesterly corner of a tract of land heretofore conveyed to W. D. Jeffries by Warranty Deed dated April 11, 1936 thence North along the East line of the said Southwest Quarter of the Northeast Quarter and following the West line of the said W. D. Jeffries tract of land 586 feet; thence west parallel to the South line of the said Southwest Quarter of the Northeast Quarter 926 feet, more or less, to the centerline of the present road; thence South 01 degree 15 minutes West 83.7 feet; thence South 19 degrees 30 minutes East 533 feet more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi, and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri

SAVE AND EXCEPT THE FOLLOWING FOUR PARCELS OF LAND:

Exception Parcel 1:

All that part of the following described property which lies above contour elevation 662 feet: Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of the said Southwest Quarter of the Northeast Quarter 540.0 feet, more or less, to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less, to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet.

Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word contour is recited in connection with said elevation, reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 2:

All that part of the following described property which lies above contour elevation 662 feet.

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of said Southwest Quarter of the Northeast Quarter, 540 feet, more or less, to the centerline of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric and Development Company; thence East along the South line described in the deed to the said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less to the point of beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet. Such elevations so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi; and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary, Project 459, Missouri.

Exception Parcel 3:

That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From the Southwest corner of the Southwest Quarter of the Northeast Quarter Section 11, run East along South line of said Southwest quarter Northeast Quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline, North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the

right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline, North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South Line of the Southwest Quarter of the Northeast Quarter; thence along said South line of the Southwest Quarter of the Northeast Quarter of Section 11, West 569.0 feet to the Place of Beginning.

The Northeasterly and Easterly courses of the foregoing description are intended to be the 662 foot contour elevation;

There is recited in the description of the land above the words and figures "Contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with elevation reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 4:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

Beginning at the Southwest corner of said quarter quarter Section; thence East along the South line of said quarter quarter Section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the southerly edge of a well defined private roadway for the Point of Beginning of the parcel to be conveyed, thence continue South 96 feet more or less to the center of a 20 foot road; thence in a Southwesterly direction along the center of said road to a point on the westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter Section which is 540 feet East from the Southwest corner of said quarter quarter Section; thence North 19 degrees 30 minutes West a distance of 336 feet to the southerly edge of the aforesaid well defined private roadway; thence in an easterly direction along the southerly edge of said roadway to the Point of Beginning.

SAVE AND EXCEPT any portion thereof included in Warranty Deed filed for record at Book 850, page 237, Camden County Recorder's Office.

**EXHIBIT B
DISTRICT BOUNDARY MAP**



 = Community Improvement District

City of Osage Beach

Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purposes of the City Code for various as set forth. *First Reading*

Requested Action:

First Reading of Bill #23-77

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:

The Citizens Advisory Committee was asked by the Mayor to review the Peddler and Solicitors Chapter. Specifically, the portion that might pertain to food trucks.

City Attorney Comments:

Per City Code 110.230, Bill 23-77 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIRMENTS FOR MOBILE FOOD ESTABLISHMENTS 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:

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

MOBILE FOOD ESTABLISHMENT

A an operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or

2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.

3. A "peddler" does not include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".

4. A "peddler" does not include a Mobile Food Establishment.

SOLICITOR

One who either:

- ~~1. Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
- ~~2. A **makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose.** for the primary purpose of:~~
 - ~~a. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or~~
 - ~~b. Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For Canvassers.

No person shall act as a peddler, ~~or as a solicitor,~~ **or mobile food establishment** within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

Section 610.040 Fee.

- A. The fee for the issuance of each identification card shall be as follows:
 1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
 2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** ~~otherwise licensed to do business within the City,~~ a five hundred dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
 3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
 4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises —~~ no fee.
 5. **For a mobile food establishment:** ~~For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization —~~ no fee.
 - a. Ten dollars (\$10.00) for a single-day event;**
 - b. Twenty dollars (\$20.00) for five consecutive days or less;**
 - c. One hundred dollars (\$100.00) for six calendar months or less.**

6. For a canvasser requesting an identification card — no fee.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.**
2. Number of identification cards.
3. The name, physical description and photograph of each person for which a card is requested. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.
4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each person for whom a card is requested.
6. A brief description of the proposed activity related to this identification card. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each person for whom a card is requested for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each person for whom a card is requested.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.

- c. The location where books and records are kept of sales which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.
- d. Written permission from the property owner where the proposed activity is to take place.
- e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. **If a card is requested for a mobile food establishment:**

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the property owner(s) where the establishment intends to operate. If additional locations are added after issuance of the identification card, such written permissions must be provided to the City Clerk before the mobile food establishment may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card.

- A. The identification card(s) shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
 - 1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 - 2. With respect to a particular card, the individual for whom a card is requested has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect; **or**
 - 4. Additional time is required to verify or otherwise inspect the application.

Section 610.170 Additional Requirements for Mobile Food Establishments.

Any person operating a mobile food establishment:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.
2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
3. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
4. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
5. Shall not fail to provide means for the mobile food establishment and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the mobile food establishment, or to otherwise violate Section **215.060** of this Code.
6. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
7. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).

Upon the violation of any of the terms of this Article, any identification card may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the identification card of any mobile food establishment when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any mobile food establishment may at any time make application for the reinstatement of the identification card. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the identification card shall be reissued unless it has been revoked under this section.

.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.77 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.23.77.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the updated cost for the purchase of two F-150 Trucks at a cost of \$38,249 each from Joe Machens Ford using the State of Missouri cooperative bid contract #CC22237405.

Requested Action:

Motion to Approve

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 - These vehicles will be ready for delivery soon.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-774265 Vehicles

FY2023 Budgeted Amount: \$403,328.00

FY2023 Expenditures to Date (02/06/23): (\$ 336,557)

FY2023 Available: \$66,771

FY2023 Requested Amount: \$76,498

Department Comments and Recommendation:

The Board of Aldermen approved the purchase of these vehicles in February 2023 at a cost of 36,964 each. Unfortunately, Ford stopped making the engine that we ordered for these vehicles (3.3 Liter V6). The 2.7L V6 EcoBoost Engine is the option that replaced the 3.3 Liter V6 engine for this model.

The cost of each truck will go up to \$1,285.00 and the new cost will be \$38,249.00 for each truck. They are still scheduled for delivery by the end of the year.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Department of Public Works
5757 Chapel Drive • Osage Beach, MO 65065
Phone [573] 302-2020 • Fax [573] 302 2043 • www.OsageBeach.org

CHanging order from 3 to [

August 12, 2022

Joe Machens Ford
C/O Kelly Sells
1911 W. Worley
Columbia, MO 65203

Email: ksells@machens.com

Kelly,

The City of Osage Beach would like to order three (3) 2023 Ford F-150 Regular Cab 4x4 trucks from the State of Missouri contract #CC222374005 at a price of \$36,964.00. See attached quote.

The total price for three (3) vehicle will be \$110,892.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Welty", with a long horizontal flourish extending to the right.

Mike Welty
Assistant City Administrator

Enclosure

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

July 18, 2022

State Contract # CC222374005

Fleet Order

Subject: Joe Machens Proposal on a **2023 Ford F150, Regular Cab, 4x4**

To: Whom it May Concern;

As per the requested quote on a 2023 Ford F150, Joe Machens Ford proposes the following. The F150 includes both the factory and State Contract standard options. This proposed unit has other manufacturer options, as noted below.

Price – Dealer Code – Option, Included Equipment

\$33,554 – F1E – 2023 Ford F150 Regular Cab 4x4 XL Trim (F1E)

3.3 Liter, Ti-VCT V6 cylinder engine (99B)

122" Wheelbase (122)

Automatic Transmission

Short Bed - 6' 5" (122)

4-Wheel ABS, Brakes

Power Steering

P265/70R17 A/T Tires + full spare

Mfr. Std. Heating and Air Conditioning

Frontal and Side Impact Air Bags

Painted Grey Bumper

AM/FM Radio

Two (2) Sets of Keys

Mfr Std GVWR

~~Manual Windows, Locks, Mirrors~~

Cupholder

Dome Light

Grab Handles

Outside Temperature Display

12V Power Point

Tire Pressure Monitor

Hill Start Assist & Roll Stability Control

Rear Camera, Bluetooth

Speed Control and Tilt Wheel (50S)

Vinyl Floor Covering

Cloth 40/20/40 Bench Seat (CS)

Rear Bench Seat

Optional equipment (Price – Dealer Code – Option) (Included In 'Total' below):

\$1,370 – 85A – Power Equipment Group (pwr windows/locks/mirrors/fobs)

\$1,190 – 53A / 67T – Trailer Tow Pkg to incl...(higher pulling capability)...

• Class IV trailer hitch receiver • 4-pin/7-pin wiring harness • Trailer Brake Controller

\$650 – LNX – Spray in Bedliner

\$0 – 52X – Auto Start Stop Removal (engine will not turn off while at stop light)

\$0 – YZ – Exterior Color: Oxford White

\$0 – CS – Interior: Cloth Front 40 / 20 / 40 Bench Seat, Cloth Rear bench

\$200 – DEL – Delivery / Fees per...or...\$0 – Customer pick up

Total

\$36,964 per (2023 Ford F150, Regular Cab, 4x4)

Other Options to consider (Add to Price above if desired):

\$2,530 – 995 – 5.0L V8 Engine (FFV) in lieu of std 3.3L V6

\$570 – XL6 / XL3 – Limited Slip Axle

\$350 – 18B – Running Boards (Factory)

\$4,690 – 99D / 44H – 3.5L PowerBoost Hybrid V6 Engine (non-FFV) in lieu of 3.3L V6

\$2,930 – 998 – 3.5L V6 EcoBoost Engine (non-FFV) in lieu of std 3.3L V6

\$1,480 – 99P – 2.7L V6 EcoBoost Engine (non-FFV) in lieu of std 3.3L V6

\$390 – PTS – All Weather Floor Mats

\$290 – WS – Cloth Front Bucket Seats (w/ Center Console)

\$0 – AS – Interior: Vinyl Front 40 / 20 / 40 Bench Seat, Vinyl Rear in lieu of Cloth

\$420 – 163 – 8' Long Bed

...continued on following pages...



JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

- \$290** – T7C – LT Tires (LT265/70R17C BSW A/T) in lieu of (265/70R17 OWL A/T) tires
- \$550** – 655 – Ext Range Fuel Tank
- \$320** – 924 / 57Q – Privacy Glass on Rear 3 windows, incl. Rear Defroster
- \$350** – PTS – Extra Key w/ Fob
- \$690** – PTS – Remote Start
- \$270** – 76R – Reverse Sensing (req. Tow Pkg 108A, B or C)
- \$160** – 413 – Skid Plates (4x4 only)
- \$850** – 595 / 86L – Tailgate Step
- \$150** – 595 – Fog Lights
- \$870** – 595 / 86A – Fog Lights w/ Chrome Bumpers and Aluminum Wheels
- \$790** – 53B – Trailer Tow Pkg to incl...(lower pulling capability)...
 - Class IV trailer hitch receiver • 4-pin/7-pin wiring harness
- \$270** – 67T – Trailer Brake Controller (Must add 108B, Tow Hitch / Wiring)
- \$2,290** – FLE – Retractable Tonneau Cover
- \$390** – 524 – Bluetooth w/ 8" screen (SYNC 4) **(N/A on 2023)**

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com





July 18, 2022

State Contract # CC222374005

Fleet Order

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To: Whom it May Concern;

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3.3 Liter, Ti-VCT V6 cylinder engine (99B)	Manual Windows, Locks, Mirrors
122" Wheelbase (122)	Cupholder
Automatic Transmission	Dome Light
Short Bed - 6' 5" (122)	Grab Handles
4-Wheel ABS, Brakes	Outside Temperature Display
Power Steering	12V Power Point
P265/70R17 A/T Tires + full spare	Tire Pressure Monitor
Mfr. Std. Heating and Air Conditioning	Hill Start Assist & Roll Stability Control
Frontal and Side Impact Air Bags	Rear Camera, Bluetooth
Painted Grey Bumper	Speed Control and Tilt Wheel (50S)
AM/FM Radio	Vinyl Floor Covering
Two (2) Sets of Keys	Cloth 40/20/40 Bench Seat (CS)
Mfr Std GVWR	Rear Bench Seat

Optional equipment (Price – Dealer Code – Option) (Included in 'Total' below):

\$1,285 – 99P – 2.7L V6 EcoBoost Engine (non-FFV) in lieu of std 3.3L V6
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Total

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\$420 – 163 – 8' Long Bed

...continued on following pages...





JOE MACHENS FORD LINCOLN

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Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,

Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com



City of Osage Beach
Agenda Item Summary

Date of Meeting: October 19, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:
Discussion - The Fort of the Osage Tower

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Mayor Harmison requested the discussion in response to information he has received.

October 10, 2023

Dear Mayor Harmison,

This letter is regarding the Fort of the Osage tower that I previously mentioned to you. Carolyn and I bought most of the "Fort of the Osage" Amusement property from the trust of Wally Trump shortly after Wally's death approximately thirty years ago. At that time, we decided to dismantle remnants of the park that lay in ruins under an agreement with Wally's trustee. We used the concrete and fill material to construct a proposed nine-hole lighted golf course and a lighted driving range.

After completion of our driving range and preparation of the course, we were forced with a threat of condemnation by the Missouri Department of Transportation.

We chose not to go to Court since Carolyn was the Presiding Commissioner of Camden County. We accepted an offer of purchase for our property that became the right of way for the one-way couple on Highway 54 through the city of Osage Beach,

We were left with the old lake property of the Fort of the Osage and with the tower ride that remained on our high ground of the old property.

Our property that remained became my law office and the day care center that exists today in Osage Beach.

We intended to keep the tower as a sign area for the development of the property that remained.

Carolyn and I are now retired, and we wish to offer the tower of the old, dismantled ride to the City of Osage Beach as a permanent historical marker to remind the future residents and visitors of the past usage of an important part of our local history.

I have had two engineering reports in the last 10 years verifying the structural integrity of the tower. I am enclosing copies of their reports. I also have a memo from the contractor who originally installed the tower for the amusement park. The tower was purchased in Florida and installed for Mr. Trump by contractor, Roger Sandford. Mr. Sandford has provided me with a memo compiled from his records

verifying that the structure is secure. Mr. Sandford is now retired and lives in the Meads Flat area of Miller County.

The tower remains secure but requires painting and hopefully an installation of a U.S. Flag to commemorate this history.

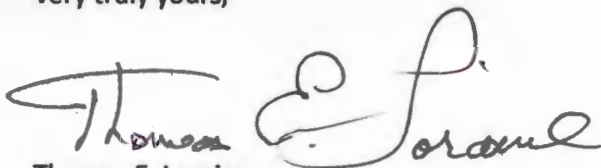
This donation of the historical value and the actual value of the steel and property access to the tower we be handled as a tax matter for Carolyn and I.

It is our hope that you and our Board of Alderman will see a value to our donation to the citizens and visitors of the Lake of the Ozarks.

We leave our tower to your discretion and ask if you dismantle the tower that the land access be deeded back to us.

Thank you for your consideration of this matter and please feel free to contact me with any questions or concerns. My cell number is 573-434-1887 or Carolyn's number is 573-434-3269.

Very truly yours,



Thomas E. Loraine

Lake Ozark Consulting and Construction Management

LOCCM LLC Roger Sandfort Owner

To Whom it may concern,

In the late 1970s or early 1980s we built a Amusement Park for Wally Trump called Fort of the Osage

Across from McDonalds and next to Tom Loraine's office. This consisted of an actual Duplication of a

Eighteen hundreds Fort including numerous rides, and shops. Towards the completion of the project,

Wally decided to put the tower in that still stands there. I took the job of pouring the base for it.

The base consists of 91 cubic yards of steel reinforced concrete. 1 cubic yard of concrete weight when poured from the truck is approximately 4050 pounds making the weight of the base approximately

368,550 pounds.

Thanks,

Roger Sandfort

LOCCM LLC

Phone 573-280-2215

I

ed Predictions On Accessibility: Good to go

Focus

DATE	REVISION
01-01-2000	01
PROJECT	
Green Bay Apartments	
AKA: Tiffany	
214 Three Islands Boulevard	
Naples, FL 34109	



Midwest Engineering Company LLC
(DBA Marschke Engineering, LLC in
Illinois)

415 E. Vandalia Street
Edwardsville, IL 62025



**MARSCHKE
ENGINEERING**

5610 Alona Point
Osage Beach, MO 65065
(573) 216-0066

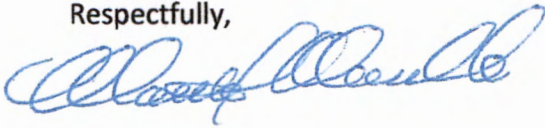
December 1, 2022

RE: Loraine Inspection Letter

I inspected the base of the steel tower located in Osage Beach behind your former office building. I found the base of the tower to be solid with little corrosion. It is likely that thinner steel pipe was used and welded above. These sections need to be inspected. I recommend that the entire tank be inspected as well as each weld, both inside and out. Typically during recoating, all the steel can be inspected and repaired as required.

Please call me with any additional questions or concerns.

Respectfully,



Matthew J. Marschke, P.E.

July 23, 2012

Ms. Carolyn Loraine
1 Court Circle
Camdenton, MO 65020

Dear Ms. Loraine:

Per your direction, Schultz & Summers Engineering, Inc. (SSE) examined the observation tower on July 23, 2012 located near the intersection of Osage Beach Parkway and Fort Osage Lane in Osage Beach, Missouri. The tower consists of a 4-foot diameter welded steel panel riser approximately 180-foot tall, based on information provided by the owner. It has an elevator lift around the exterior perimeter that is no longer in operation and is currently located at the base of the tower. The tower is also equipped with a viewing platform at the top. The tower foundation is unknown. The tower/foundation connection could not be viewed due to the base of the interior riser being inaccessible due to obstructions.

On July 23, 2012, the owner of the tower advised that an observer noticed the tower swaying back and forth what seemed to be approximately 10-feet. The fire chief and a city official examined the tower and requested a structural engineer examine the tower.

According to the owner of the tower, the observation tower was built in the 1980s as an amusement feature for a roadside amusement park. It was decommissioned from its original purpose in the late 1980s. The current owner took possession in 1993 and converted it into a single sign pylon with the word "GOLF" oriented vertically near the midpoint of the tower.

At the time of the inspection, the tower appeared plumb and no deflection was observed in the riser as observed from ground level. A substantial amount of rust was observed on exterior riser and the paint coating was flaking off in most areas. Very little is known about the tower foundation. However, the concrete floor around the tower was observed from the surface. There did not appear to be any unusual settlement, cracking or heaving. Furthermore, there were no adverse weather conditions on July 23, 2012 that would have caused such a drastic swaying that was observed by the bystander. Metal tower structures generally have an allowable back and forth sway. A basic formula to get an idea of how much a structure will move back and forth is to take the height of the structure and divide by 500. So for example, a 1,000-foot structure would sway two feet back and forth. The tower evaluated within this report will likely sway 4-6-inches under normal conditions. It is likely the bystander's view was distorted by a cloud cover moving with the wind, which created an optical illusion. A 10-foot sway of the structure would

have caused significant evidence of such an occurrence if not a complete collapse of the structure.

During the time of the inspection, the tower appeared to be in stable condition; although, it does need some maintenance as do most structures of this age. Maintenance items include but are not limited to sandblasting and painting the structure. Should the structure remain in service, it is also recommended that the structural steel and welds be inspected periodically (at least every 5 years) for "pitting" and other occurrences that negatively affect the structural integrity.

This report is the result of a general visual evaluation of the observation tower. The construction plans for the tower were not available for review. Extensive structural evaluations were not requested for this general evaluation. The tower was also not evaluated for compliance with any current building codes.

SSE's work was performed in a professional manner. Our objective was to perform the work with care, exercising the customary skill and competence of consulting professional engineers in the relevant disciplines. The conclusions presented in this report are professional opinions based solely upon visual observation of the site and vicinity, and information gathered from the owner's representative about the incident and tower. The opinions and conclusions presented herein apply to the site conditions existing at the time of our investigation. SSE cannot act as insurers and no expressed or implied representation or warranty is included or intended in our report except that work as performed within the limits prescribed by our clients and with the customary thoroughness and competence of our profession.

Please see the following pages for photos of the structure at the time of the inspection. If you have any questions regarding our evaluation, please contact our office.

Sincerely,

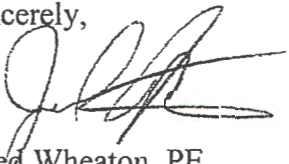

Jared Wheaton, PE
Project Engineer



Figure 5: Inaccessible Base Interior

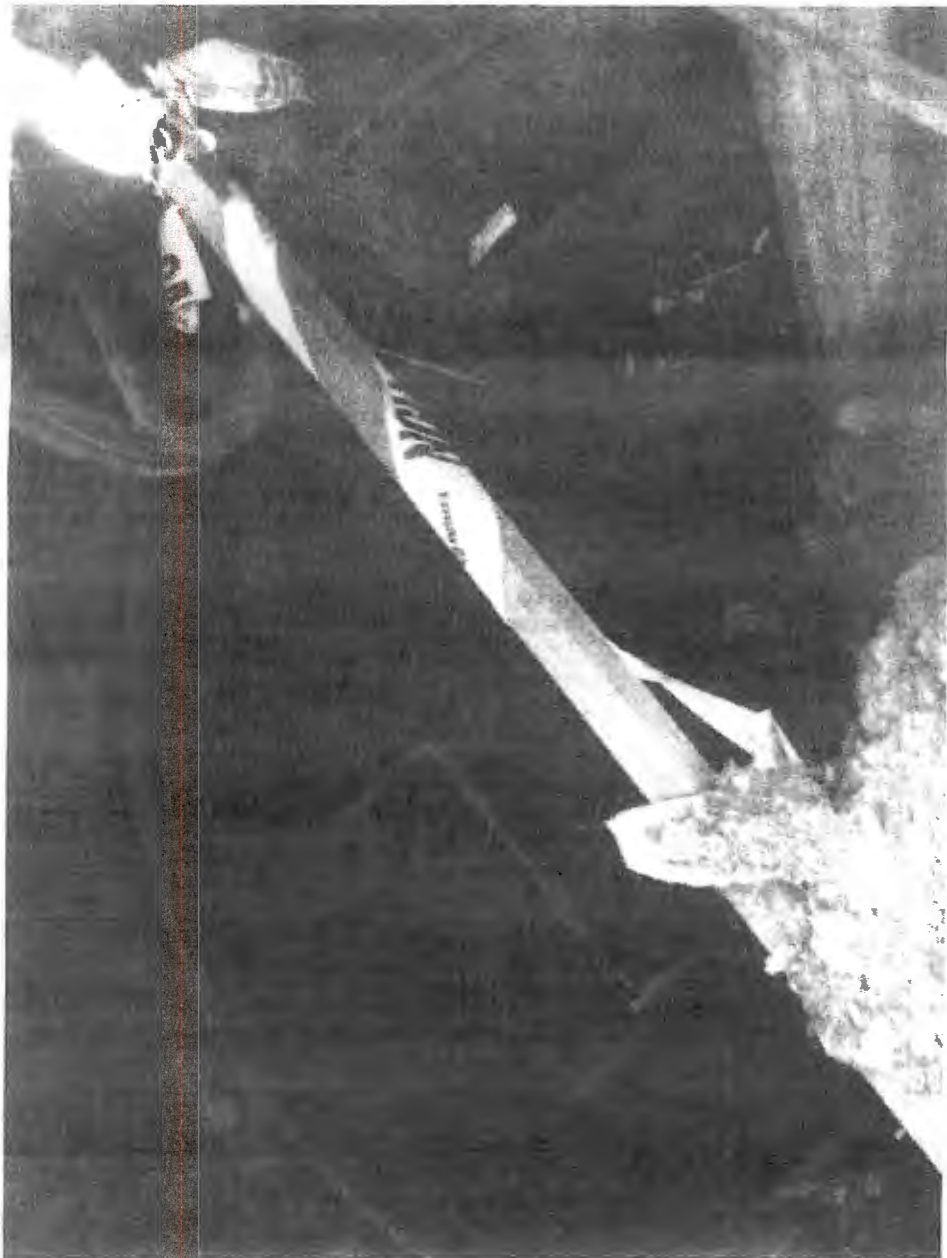




Figure 4: Exterior Elevator (Decommisioned)



Figure 5: Inaccessible Base Interior



Figure 4: Exterior Elevator (Decommisioned)

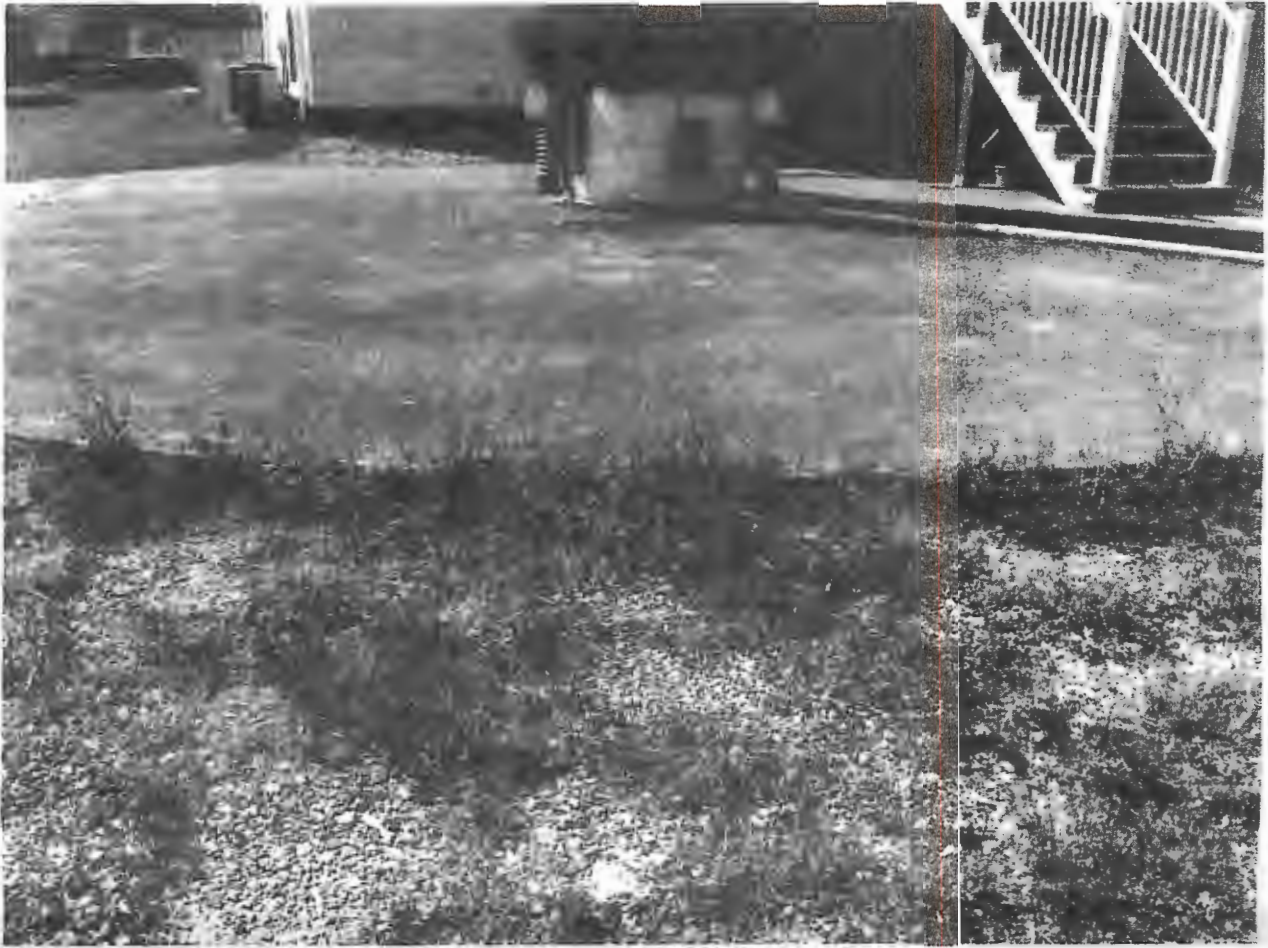


Figure 3: Tower Base 2



Figure 2: Tower Base 1



Figure 1: Observation Tower

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; estimated completion October.
- Emergency generator back up plan for city (*PW Department*)
 - FY2024 Budget inclusion.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review November.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Follow up discussion January/February.
 - Employee Survey Results
 - Estimated completion November.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - FY2024 Budget inclusion.
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion TBD.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - TBD
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.