

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

April 18, 2024 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

- Pg 4** A. Proclamation authorizing the Mayor to proclaim National Volunteer Week
- Pg 5** B. Proclamation authorizing the Mayor to proclaim National Small Business Week

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.

Any questions or comments for the Mayor and Board may also 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.

Pg 6 ► Minutes of Board of Aldermen meeting April 4, 2024

Pg 11 ► Bills List- April 18, 2024

UNFINISHED BUSINESS

- Pg 23** A. Bill 24-22 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for necessary equipment in the Transportation Department. *Second Reading*
- Pg 26** B. Bill 24-23 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 423. *Second Reading*
- Pg 37** C. Bill 24-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign task order #2 with Horner and Shifrin Inc for the design, bidding, and construction phase services for the Margaritaville Sewer Line Relocation Project for an amount not to exceed \$46,800. *Second Reading*
- Pg 49** D. Bill 24-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Prime Rinse for the 2024 Exterior Water Tower Cleaning Project for a not to exceed amount of \$26,500. *Second Reading*

NEW BUSINESS

- Pg 62** A. Motion to Approve certification of Election results
- Pg 68** B. Oath of Office
- Pg 69** C. Motion to Elect President of the Board of Aldermen
- Pg 70** D. Bill 24-29- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Multicon for the Osage Beach Park Pickleball and Wall Stabilization Project for an amount not to exceed \$274,488.70. *First Reading*
- Pg 87** E. Bill 24-28 - 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 610.050 Application for

Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments, Section 610.180 Food Truck Special Events purposes of the City Code for various purposes as set forth. *First Reading and Second Reading*

- Pg 98 F. Bill 24-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a lease renewal agreement with the State of Missouri, Office of Administration, Division of Facilities Management, Design, and Construction commencing on July 1, 2024. *First Reading*
- PG 108 G. Motion to change the date of the July 4, 2024, 5:30 PM, Board of Aldermen meeting to July 3, 2024, 5:30 PM, due to the observed holiday.
- Pg 109 H. Motion to direct staff to proceed with the necessary steps to join the Missouri LAGERS retirement program.
- Pg 115 I. Motion to approve the purchase of a used 2018 Ditch Witch SK1550 mini skid steer from United Rentals for an amount not to exceed \$37,775.92.
- Pg 118 J. Discussion - Accepting Manor Circle into the City Inventory after repairs are made and the future of private road collaboration with the Osage Beach Special Road District.

STAFF COMMUNICATIONS

- Pg 123 A. Department Update List - April 18, 2024

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.



**PROCLAMATION
NATIONAL VOLUNTEER WEEK
APRIL 21-27, 2024**

WHEREAS, National Volunteer Week is an opportunity to recognize and honor the countless individuals who selfless invest in the lives of others; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others, even while adhering to social distancing measures; and

WHEREAS; everyday, volunteers help shape the policies that keep our City moving forward in the right direction and their impact can be felt throughout the community; and

WHEREAS, there are thousands of volunteers in our community who give their time and effort to help others though their church, community organizations, service clubs, schools, hospitals, charitable organizations and other worthy endeavors; and

WHEREAS, our City government could not function without volunteers who serve on our boards, commissions and committees; and

WHEREAS, *volunteers* are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live.

NOW, THEREFORE, I Michael Harmison, Mayor, do hereby proclaim April 21-27, 2024. as

NATIONAL VOLUNTEER WEEK

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

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 4th day of April 2024.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk



National Small Business Week Proclamation
April 28 - May 4, 2024

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

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

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

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

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

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

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

NOW, THEREFORE, I, Michael Harmison, Mayor of Osage Beach, do hereby proclaim April 28 to May 4, 2024 as

NATIONAL SMALL BUSINESS WEEK

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

IN WITNESS THEREFORE, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 18th day of April 2024

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
April 4, 2024

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, April 4, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O'Steen. Absent Alderman Kellie Schuman. 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, City Attorney Cole Bradbury, Police Chief Todd Davis, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Building Official Ron White, City Treasurer Karri Bell, Public Works Operations Manager Zak Wilbur, Parks and Rec Manager Eric Gregory, and Dave Vanleer Cochran Engineering.

PROCLAMATIONS

Mayor Harmison read two Proclamations – Proclaiming National Public Safety Telecommunications Week of April 14-20, 2024, and Child Abuse Month of April 2024.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the minutes with changes. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Alderman Schuman was absent.

Aldermen Hoffman made a motion to approve the bills list for April 4, 2024. This motion was seconded by Alderman Marose. C Alderman Schuman was absent.

UNFINISHED BUSINESS

Bill 24-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Elks Lodge #2517 for ongoing maintenance and assistance related to the proposed Veteran's Memorial Project. *Second Reading*

Alderman Ross made a motion to table Bill 24-16. This motion was seconded by Aldermen Hoffman. Mayor Harmison asked for a roll call vote "Ayes" Alderman Hoffman, Alderman Rucker, Alderman Marose, Alderman Ross. "Nay" Alderman O'Steen. Alderman Schuman was absent.

Bill 24-17 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 23-90 Adopting the 2024 Annual Operating Budget, transfer of funds for the Veterans Memorial Project *Second Reading*

Alderman Ross made a motion to table Bill 24-17. This motion was seconded by Alderman Hoffman. Mayor Harmison asked for a roll call vote "Ayes" Alderman Hoffman, Alderman Rucker, Alderman Marose, Alderman Ross, Alderman O'Steen. Motion passes unanimously with voice vote. Alderman Schuman was absent.

Bill 24-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the design work needed on the Lee C. Fine Airport Runway and Lighting Rehab Project. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-19. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-19 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-19 was passed and approved as Ordinance 24-219. Absent Alderman Schuman

Bill 24-20 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, and Tilly for design services for the Lee C Fine Airport for LCF Runway and Lighting Project for an amount not to exceed \$321,000. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 24-20. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-20 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-20 was passed and approved as Ordinance 24-20. Absent Alderman Schuman

Bill 24-21 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2024 event support request in an amount not to exceed \$3,000. *Second Reading*

Alderman O’Steen made a motion to approve the second reading of Bill 24-21. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 24-21 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-21 was passed and approved as Ordinance 24-21. Absent Alderman Schuman

NEW BUSINESS

Public Hearing -- Rezoning Case 423 by WFO Watersports, LLC.

No Public Comments

Alderman O’Steen made a motion to close the public hearing. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Alderman Schuman was absent.

Bill 24-23 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 423. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-23. This motion was seconded by Aldermen Rucker. Motion passes with voice vote. Absent Alderman Schuman.

Bill 24-22 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for necessary equipment in the Transportation Department. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-22. This motion was seconded by Aldermen Ross. Motion passes with voice vote. Absent Alderman Schuman.

Bill 24-24 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an amendment to the Missouri Highway and Transportation Commission's State Block Grant agreement for the construction phase of the Lee C. Fine Airport Apron Reconstruction Project. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 24-24. This motion was seconded by Aldermen Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

Alderman Rucker made a motion to approve the second reading of Bill 24-24. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 24-24 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-24 was passed and approved as Ordinance 24-24. Absent Alderman Schuman

Bill 24-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign task order #2 with Horner and Shifrin Inc for the design, bidding, and construction phase services for the Margaritaville Sewer Line Relocation Project for an amount not to exceed \$46,800. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-25. This motion was seconded by Aldermen O’Steen. Motion passes with voice vote. Absent Alderman Schuman.

Bill 24-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Prime Rinse for the 2024 Exterior Water Tower Cleaning Project for a not to exceed amount of \$26,500. *First Reading*

Alderman O’Steen made a motion to approve the first reading of Bill 24-26. This motion was seconded by Aldermen Marose. Motion passes with voice vote. Absent Alderman Schuman.

Bill 24-27 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract modification #1 for Project Number 23-009 with Stockman Construction for the Sands Gravity Main and Manhole Replacement Project for an amount not to exceed \$96,343 *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-27. This motion was seconded by Aldermen O’Steen. Motion passes with voice vote. Absent Alderman Schuman.

Alderman Marose made a motion to approve the second reading of Bill 24-27. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 24-27 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-27 was passed and approved as Ordinance 24-27. Absent Alderman Schuman

Motion to approve the purchase of 14 sewer control panels from Municipal Equipment Company for an amount not to exceed \$421,718.40 + shipping.

Alderman Rucker made a motion to approve the purchase of 14 sewer control panels from Municipal Equipment Company for an amount not to exceed \$421,718.40 + shipping. This motion was seconded by Alderman Marose. Motions passes with four “Ayes” and one “Nay”. Alderman Schuman was absent.

Discussion - Consensus from the Mayor and Board of Aldermen as to the timing of a future Special Board of Aldermen Meeting for the purpose of a workshop to further discuss Water & Sewer User Charges, and to outline the objectives of said workshop to determine whether any additional data and information may be needed by staff.

Staff asked the Board what timing and objectives were needed to proceed.

- ✓ Update on the Tan Tar A situation.
- ✓ 5-year Cap Imp projection for replacements
 - o CIT subsidies
- ✓ Phased approach over 3, 4 or 5 years.

STAFF COMMUNICATIONS

Congratulations to Election Officials.

Asst. City Administrator Welty – Went to the Capital with the Mayor regarding the sale of Lee C Fine airport. That is moving through the process nicely.

Police Chief Davis – commend the officers and other agencies on how well they handled the shooting over Easter Weekend. Laura McDonald from Dispatch is retiring after 19 years of service.

Parks and Rec Manager Gregory – Great turn out the Easter Egg Hunt. Working on the Golf Frisbee Course.

Department Update List - April 4, 2024 – see attached.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman O'Steen – Please add Lagers added to the April 18th agenda. Wanting to know the status of private roads.

Alderman Marose – Community Survey

Alderman Ross – Add Employee Survey to the department list.

ADJOURN

Alderman Rucker made a motion to adjourn at 7:17pm. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Schuman.

There being no further business to come before the Board, the meeting was adjourned at 7:17pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on April 4, 2024, and approved April 18, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights, Erosion Control, Water, and Sewer (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Erosion Control, Water, and Sewer – Pending completion, Possible Public Forum/Comment Period in the upcoming month.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - Pending launch; upcoming.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - 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.

**CITY OF OSAGE BEACH
BILLS LIST
April 18, 2024**

Bills Paid Prior to Board Meeting	\$	180,692.62
Payroll Paid Prior to Board Meeting	\$	174,336.76
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	\$	194,339.87
Total Expenses	\$	549,369.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,005.00
			Fed WH	14,599.75
		INTERNAL REVENUE SERVICE	FICA	9,967.02
			Medicare	2,330.95
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	69.40
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Retirement 457 &	5,342.23
			Retirement 457	2,184.60
			Loan Repayments	157.02
			Loan Repayments	102.82
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	584.27
			Loan Repayments	380.72
			Loan Repayments	127.21
			Retirement Roth IRA	402.00
		OPTUM BANK INC	HSA Contribution	588.33
		ONE TIME VENDOR	HSA Family/Dep. Contributi	2,223.07
			221014	528.83
			Bond Refund:190048898-01	<u>158.50</u>
			TOTAL:	46,121.59
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.63
		LAKE OF THE OZARKS ELKS LODGE No 2517	2024 MAYOR VOLUNTEER DINNE	1,318.00
		HAMNER, GARY	JOINT SEWER BOARD MTG 1/16	25.00
			JOINT SEWER BOARD MTG 3/19	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	MML LEG CONF LDGNG-MAROSE	86.58
			MML LEG CONF LDGNG- O'STEE	148.73
			MML LEG CONF LDGNG- O'STEE	<u>148.73</u>
			TOTAL:	1,799.67
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	890.97
			Medicare	208.37
		MISSIONSQUARE RETIREMENT	Retirement 401%	356.69
			Retirement 401	880.32
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	95.26
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,619.11
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	242.72
			Medicare	56.76
		MISSIONSQUARE RETIREMENT	Retirement 401%	121.02
			Retirement 401	242.05
		ELAN CORPORATE PAYMENT SYSTEMS	NEW SCANNER	486.34
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,223.89
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	772.93
			Medicare	180.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	380.87
			Retirement 401	761.74
		ELAN CORPORATE PAYMENT SYSTEMS	GFOA LDGNG- K. BELL	221.44
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,486.48
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	105.92
			Medicare	24.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.16
			Retirement 401	106.31
		SMITH, GARY L	FEB MUNICIPAL JUDGE SERVIC	1,763.16
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,128.32
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	518.75
			Medicare	121.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	254.00
			Retirement 401	507.99
		ELAN CORPORATE PAYMENT SYSTEMS	IMLA CONFERENCE- BRADBURY	650.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,127.06
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	694.58
			Medicare	162.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	304.08
			Retirement 401	699.09
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	231.37
		ELAN CORPORATE PAYMENT SYSTEMS	ICLOUD STORAGE	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	2,394.56
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/13-3/13/24	70.50
		REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	383.76
		INTERNAL REVENUE SERVICE	FICA	68.52
			Medicare	16.02
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 2/15-3/15/24	303.56
		MENARDS COMMERCIAL	DOG KENNEL UPGRADES	253.62
		HOME DEPOT CREDIT SERVICES	BREAK ROOM MICROWAVE	229.00
		SHO ME TRANSPORTS	TRANSPORT DOG KENNEL TO PW	<u>400.00</u>
			TOTAL:	1,724.98
Parks	General Fund	REPUBLIC SERVICES #435	PARK TRASH SERVICE	229.55
		INTERNAL REVENUE SERVICE	FICA	531.28
			Medicare	124.25
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.45
			Retirement 401	516.90
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	35.50
			WATER SOFTENER 3/1-3/31/24	107.50
			WO TRANSPORTATION FEE	5.00
		FOUR SEASONS PLUMBING, LLC	CITY PARK IRRIG PUMP RPLCM	30,340.15
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	116.65
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	32,377.73
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	362.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	84.81
		MISSIONSQUARE RETIREMENT	Retirement 401%	178.46
			Retirement 401	356.93
		HOME DEPOT CREDIT SERVICES	REFRIGERATOR- MOTHERS ROOM	299.00
		ELAN CORPORATE PAYMENT SYSTEMS	MO PRIMA CONF-HR DEPARTMEN	155.00
			EMPLOYEE DINNER DEPOSIT	500.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,030.56
Overhead	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	CHECKS	474.66
			TAX REFUND	<u>41.91</u>
			TOTAL:	432.75
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,981.34
			Medicare	931.10
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,682.02
			Retirement 401	3,962.30
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,113.48
			POLICE DEPT CELL PHONES	758.69
		ELAN CORPORATE PAYMENT SYSTEMS	KWIK KAR WASH	32.00
			TRANSUNION PERSON SEARCH	197.00
			2024 MOCIC MEMBERSHIP	150.00
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	14,082.93
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 3/23/24	988.71
		INTERNAL REVENUE SERVICE	FICA	1,022.73
			Medicare	239.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	298.64
			Retirement 401	900.12
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 3/21-4/20/	134.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.63
		ELAN CORPORATE PAYMENT SYSTEMS	MPSCC CONF PRKNG-K. SMITH	40.00
			EMD TRNG LDGNG- T. THEBEAU	369.66
			EMD TRAINING- T. THEBEAU	425.00
			MPSCC LDGNG- K. SMITH	237.86
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	150.00
		THEBEAU, TYLER	MEALS EMD TRNG- T. THEBEAU	<u>150.00</u>
			TOTAL:	5,117.01
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	406.99
			Medicare	95.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	200.43
			Retirement 401	400.86
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,178.46
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	367.68
			Medicare	85.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	154.53
			Retirement 401	362.38
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.87
		ELAN CORPORATE PAYMENT SYSTEMS	RESTREAM SUB 2/2024-1/2025	490.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,627.45
Economic Development	General Fund	AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	24.78
			TOTAL:	24.78
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	537.34
		INTERNAL REVENUE SERVICE	Fed WH	1,143.16
			FICA	1,041.80
			Medicare	243.66
		MISSIONSQUARE RETIREMENT	Retirment 457 &	301.10
			Retirement 457	188.00
		OPTUM BANK INC	HSA Contribution	52.15
			HSA Family/Dep. Contributi	64.00
			TOTAL:	3,571.21
Transportation	Transportation	REPUBLIC SERVICES #435	TRANS TRASH SERVICE	155.60
		INTERNAL REVENUE SERVICE	FICA	1,041.81
			Medicare	243.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	331.03
			Retirement 401	927.59
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	623.93
		AMEREN MISSOURI	1129 INDUSTRIAL 2/13-3/15/	31.67
			1129 INDUSTRIAL 2/13-3/15/	31.91
		CAPITAL ONE, N.A.	CORN BROOM & TEAR AWAY TOW	57.87
		ELAN CORPORATE PAYMENT SYSTEMS	FUEL PUMP,FLTR,FLTR KIT,BL	175.31
			OB PKWY EXT EASEMENTS	68.00
		OPTUM BANK INC	HSA Contribution	49.64
			HSA Family/Dep. Contributi	250.50
		BOMGAARS SUPPLY INC	BIB OVERALLS- M. WALLIS	65.99
			GEAR PULLER- SALT SPREADER	18.98
			BIB OVERALLS- J. SULLIVAN	71.99
			WORK BOOTS-R. LONG	89.99
		LAKEVIEW CARPORTS, METAL BUILDINGS, AN	CAR PORT DEALER DEPOSIT	333.37
			TOTAL:	4,568.83
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	498.63
		INTERNAL REVENUE SERVICE	Fed WH	1,378.08
			FICA	859.92
			Medicare	201.11
		MISSIONSQUARE RETIREMENT	Retirment 457 &	578.31
			Retirement 457	101.00
		OPTUM BANK INC	HSA Contribution	48.21
			HSA Family/Dep. Contributi	83.00
		ONE TIME VENDOR	01-8860-07	250.00
			01-9070-01	250.00
			02-0100-04	42.48
			03-0640-02	29.18
			04-8950-01	31.25
			05-1460-01	15.60
			06-0440-03	48.68
			07-0460-00	480.96
			TOTAL:	4,896.41
Water	Water Fund	REPUBLIC SERVICES #435	WATER TRASH SERVICE	155.60
		GOEHRI, GEORGE	APR INSURANCE PREMIUM	63.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	859.92
			Medicare	201.11
		POSTMASTER	APR UTILITY BILL POSTAGE	600.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	416.45
			Retirement 401	832.90
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	380.26
		AMEREN MISSOURI	LK RD 54-59 WELL 2/27-3/27	71.84
			SWISS VLG WELL 2/27-3/27/2	697.41
		STOUFER, TOMMIE L	MILEAGE REIMB 3/16/24	16.75
		HOME DEPOT CREDIT SERVICES	SHELVING	184.86
			RETURN SHELVING	184.86-
		LUTTRELL, JOHN	MILEAGE REIMB 3/9-3/15/24	72.36
		ELAN CORPORATE PAYMENT SYSTEMS	FUEL PUMP, FLTR, FLTR KIT, BL	175.32
			SHELVING- PW	184.44
		KLM ENGINEERING INC	2023 SWISS WASH OUT	2,500.00
			2023 BLUFF WASH OUT	2,500.00
		OPTUM BANK INC	HSA Contribution	88.21
			HSA Family/Dep. Contributi	174.75
		WRIGHT, COLTEN	MILEAGE REIMB 3/16/24	40.20
		LAKEVIEW CARPORTS, METAL BUILDINGS, AN	CAR PORT DEALER DEPOSIT	333.37
			TOTAL:	10,364.59
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	650.03
		INTERNAL REVENUE SERVICE	Fed WH	1,523.69
			FICA	1,259.30
			Medicare	294.51
		MISSIONSQUARE RETIREMENT	Retirment 457 &	537.80
			Retirement 457	99.00
		OPTUM BANK INC	HSA Contribution	37.14
			HSA Family/Dep. Contributi	290.50
			TOTAL:	4,991.97
Sewer	Sewer Fund	REPUBLIC SERVICES #435	SEWER TRASH SERVICE	155.60
		INTERNAL REVENUE SERVICE	FICA	1,259.29
			Medicare	294.52
		POSTMASTER	APR UTILITY BILL POSTAGE	600.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	414.47
			Retirement 401	1,235.52
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	891.10
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,699.40
			GRINDER PUMPS & LIFT STATI	6,108.10
			GRINDER PUMPS & LIFT STATI	4,659.71
		MENARDS COMMERCIAL	PLASTIC FOR SERVPRO	76.98
		ELAN CORPORATE PAYMENT SYSTEMS	FUEL PUMP, FLTR, FLTR KIT, BL	175.32
			OSHA TRNG- SULLIVAN & WALL	119.98
			WORK BOOTS- G. HEGER	98.62
			RETURN WORK BOOTS- G. HEGE	98.62-
		OPTUM BANK INC	HSA Contribution	49.65
			HSA Family/Dep. Contributi	399.75
		BRISON, TODD	MILEAGE REIMB 3/23-4/1/24	274.70
		LYBYER, SPENCER	MILEAGE REIMB 3/15-3/22/24	192.96
		LAKEVIEW CARPORTS, METAL BUILDINGS, AN	CAR PORT DEALER DEPOSIT	333.37
			TOTAL:	19,940.42
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	412.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,150.60
			FICA	1,036.16
			Medicare	242.35
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Retirment 457 &	225.22
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR LORI MALER	AMB OVERPAYMENT	<u>256.37</u>
			TOTAL:	3,960.51
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,036.16
			Medicare	242.35
		MISSIONSQUARE RETIREMENT	Retirement 401%	225.22
			Retirement 401	826.90
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
			AMB DEPT CELL PHONES	47.63
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,691.74
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	264.00
		INTERNAL REVENUE SERVICE	Fed WH	522.74
			FICA	489.54
			Medicare	114.50
		MISSIONSQUARE RETIREMENT	Retirment 457 &	30.52
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,588.84
Lee C. Fine Airport	Lee C. Fine Airpor	REPUBLIC SERVICES #435	LCF TRASH SERVICE	99.49
		AMEREN MISSOURI	LCF RUNWAY LTS 2/27-3/28/2	31.61
			AP FIREHOUSE 2/27-3/27/24	174.06
		INTERNAL REVENUE SERVICE	FICA	489.54
			Medicare	114.50
		MISSIONSQUARE RETIREMENT	Retirement 401%	88.53
			Retirement 401	471.71
		DISH NETWORK	SERV 3/29-4/28/24	94.86
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.82
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>195.00</u>
			TOTAL:	1,820.62
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	69.00
		INTERNAL REVENUE SERVICE	Fed WH	305.76
			FICA	262.03
			Medicare	61.28
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.49
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	797.56
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 2/26-3/26/2	41.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REPUBLIC SERVICES #435	GG TRASH SERVICE	99.48
		AMEREN MISSOURI	GG AP HANGAR 2/27-3/27/24	47.64
			GG TBLC EXT D 2/27-3/27/24	267.62
			GG AP SHOP 2/27-3/27/24	42.75
			957 AIRPORT RD 2/27-3/27/2	12.55
			GG AP TBLC EXT D 2/27-3/27	25.55
			GG AP HANGAR 2/27-3/27/24	16.27
			GG AP SLEEPY 2/27-3/27/24	144.78
		INTERNAL REVENUE SERVICE	FICA	262.03
			Medicare	61.28
		MISSIONSQUARE RETIREMENT	Retirement 401k	53.16
			Retirement 401	264.23
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 3/16-4/15/24	273.37
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.81
		ELAN CORPORATE PAYMENT SYSTEMS	BENCH SEAT KIT	261.45
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	2,002.59

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

10	General Fund	119,497.33
20	Transportation	8,140.04
30	Water Fund	15,261.00
35	Sewer Fund	24,932.39
40	Ambulance Fund	6,652.25
45	Lee C. Fine Airport Fund	3,409.46
47	Grand Glaize Airport Fund	2,800.15

GRAND TOTAL: 180,692.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE OF THE OZARKS COUNCIL OF LOCAL GO PROMO 4 U	LOCLG 2024 MEMBERSHIP SUPP	2,040.28
			75 GYM BAGS-MAYOR DINNER G	<u>1,875.00</u>
			TOTAL:	3,915.28
City Clerk	General Fund	GENERAL CODE LLC	CODE BOOK CODIFICATIONS	<u>2,629.00</u>
			TOTAL:	2,629.00
City Treasurer	General Fund	MAPERS STAPLES BUSINESS ADVANTAGE	2024 MAPERS CONF- BELL & W	300.00
			SHEET PROTECTORS & TAPE	8.08
			TONER	<u>84.09</u>
			TOTAL:	392.17
Municipal Court	General Fund	ALPHAGRAPHS OF OSAGE BEACH SMITH, GARY L	BUSINESS CARDS- A.WALLANDE	44.50
			MAR MUNICIPAL JUDGE SERVIC	<u>1,763.16</u>
			TOTAL:	1,807.66
Building Inspection	General Fund	TURN KEY MOBILE INC	INSPCTR VEHICLE LAPTOP MOU	<u>1,558.00</u>
			TOTAL:	1,558.00
Building Maintenance	General Fund	PURCELL TIRE & RUBBER CO CONSOLIDATED ELECTRICAL DISTR, INC BUTLER SUPPLY CO CINTAS CORPORATION STAPLES BUSINESS ADVANTAGE LINDYSPRING LAKE OF THE OZARKS NICK'S TRUE VALUE HARDWARE BCN TELECOM INC TBS	PARTS FOR DOLLY	37.00
			PARTS FOR DOG KENNEL	78.49
			RECYCLED LIGHT BULBS	31.86
			CH FLOOR MATS	97.50
			KNIFES, PLATES, BTHRM TOWELS	177.02
			5-GAL BOTTLED WATER	13.95
			5-GAL BOTTLED WATER	7.95
			APR WATER COOLER RENTAL	38.00
			VALVE SEAL- WOMENS TOILET	4.29
			PV BATTERY	20.99
			ELEVATOR COMM TO DISPATCH	<u>397.08</u>
			TOTAL:	904.13
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC STAPLES BUSINESS ADVANTAGE TONY GRAHAM TRUCKING LLC	MOTOR OIL, FILTERS, ANTIFR	219.51
			TONER	324.12
			TOPSOILE FOR INFIELDS	<u>436.50</u>
			TOTAL:	980.13
Human Resources	General Fund	QUILL LLC LAKE REGIONAL OCCUPATIONAL MEDICINE VALIDITY SCREENING SOLUTIONS	OFFICE CHAIR- M. MOUSSEAU	219.74
			PRE EMPLOY & RNDM DRUG TST	509.00
			PRE EMPLOYMENT SCREENING	44.00
			PRE EMPLOYMENT SCREENING	140.00
		AMAZON CAPITAL SERVICES INC NEOGOV SPORTSENGINE INC PSYCHOLOGICAL RESOURCES	WINDOW DRAPES- MOTHERS ROO	67.98
			APPLICANT TXTNG 4/2024-3/2	381.60
			JANITORIAL BACKGROUND	23.00
			PSYCHOLOGICAL EVALUATION	<u>150.00</u>
			TOTAL:	1,535.32
Overhead	General Fund	TYLER TECHNOLOGIES INC STAPLES BUSINESS ADVANTAGE MORGAN MUSIC	OVRHEAD INSITE TRANSACTN F	110.00
			COPY PAPER	194.80
			BOARDROOM A/V REPAIR	<u>674.00</u>
			TOTAL:	978.80
Police	General Fund	MO POLICE CHIEFS ASSC LEON UNIFORM CO INC	ADVANCED SRO TRNG-D. STARK	475.00
			MEMB DUES TAYLOR 1/2024-1/	50.00
			CUFF CASES	90.00
			CUFF CASE- K. SHELTON	42.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UNIFORM & ACCESSORIES-ROED	312.99
			CUFF CASE- ROEDIGER	46.00
			UNIFORM- H. VERNON	86.00
		PSE INSTALLATION	REMOVE CAMERA SYSTMS & STN	1,167.50
		TRANSUNION RISK AND ALTERNATIVE DATA S	PERSON SEARCH 3/1-3/31/24	31.20
		HEDRICK MOTIV WERKS LLC	IGNITION COIL & DRVE BELT-	299.97
			WHEEL HUB & BRAKE REP- PD	339.38
			OIL CHANGE & WIPER BLADES-	216.55
			BRAKE SYSTEM REPAIR- PD 27	172.85
		AMAZON CAPITAL SERVICES INC	NOTARY STAMP	21.90
		AXON ENTERPRISE INC	CAR VIDEO SYSTMS 3/2024-2/	<u>32,676.00</u>
			TOTAL:	36,027.84
911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 4/1-4/30/	<u>4,065.00</u>
			TOTAL:	4,065.00
Engineering	General Fund	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	ARCGIS LICENSE 5/2024-4/20	<u>5,557.00</u>
			TOTAL:	5,557.00
Information Technology	General Fund	NATIONAL BUSINESS FURNITURE LLC	2 IT DESKS	3,990.36
		FORWARD SLASH TECHNOLOGY LLC	APR MANAGED SERVICES	6,154.57
			APR EMAIL PHISHING SEC TRN	375.00
			APR VULNERABILITY SCAN	499.00
			APR BARRACUDA EMAIL SEC	<u>1,476.00</u>
			TOTAL:	12,494.93
Economic Development	General Fund	SMART POSTAL CENTERS	EASTER BANNERS	320.00
		LOTO BIKEFEST	BIKEFEST SPONSORSHIP 2024	<u>3,000.00</u>
			TOTAL:	3,320.00
Transportation	Transportation	RP LUMBER INC	CONCRETE	251.58
		MOTOR HUT INC	GRASSHOPPER MWR & PARTS	12,988.00
		KNAPHEIDE TRUCK INC	PLATE/SHAFT SPINNER-SALT S	149.96
		O'REILLY AUTOMOTIVE STORES INC	BATTERY-ZERO TRN X ONE HUS	48.24
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- DE-ICE SALT BI	79.10
		CROWN POWER & EQUIPMENT	CHECK OIL- JD SIDE BY SIDE	337.11
		CWD SUPPLY	BULL FLOAT & PUSH BUTTON H	149.50
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- VAN	64.21
		KEY EQUIPMENT & SUPPLY CO	SHOE RUNNER,SCRAPER,SEGMNT	864.27
		DETROIT INDUSTRIAL TOOL	BLADES- CHOP SAW	756.00
		MAGRUDER LIMESTONE CO INC	2" MINUS- STOCK	362.59
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	219.33
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	573.56
			TRANS DEPT FLOOR MATS	12.25
		PARKWAY PLAZA TIRE	TIRE REPAIR & BALANCE- TRK	93.99
		MEYER ELECTRIC CO INC	REPLACED POLE- MACE ROAD	3,906.30
			SIGNAL REP- NICHOLS & OB P	3,068.93
		AMAZON CAPITAL SERVICES INC	TIE-DOWN STRAPS-ZERO TRN M	159.98
			MEMO PADS,PPR, DUSTER CLNR	23.32
			TRASH BAGS & PAPER TOWELS	31.42
			PW COMPUTER DESK	19.99
			ORANGE NITRILE GLOVES	186.89
		COCHRAN ENGINEERING	OB RD IMPROV SUP #8 SC23-1	6,137.85
		LINDYSPRING LAKE OF THE OZARKS	PW APR WATER COOLER RENTAL	10.00
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NICK'S TRUE VALUE HARDWARE	PARTS- ZERO TRN HUSTLER MW	5.59
			CABLE STAPLES & RUBBER STR	30.48
		RAFTELIS	PW ASSESSMENT 3/1-3/31/24	4,141.66
		TOTAL TOOL SUPPLY INC	WEEDEATER	295.00
		NEZAT TRAINING & CONSULTING INC	SWR CLEANING ONLINE TRNG	375.00
		BROWN'S BODY SHOP INC	PLOW INCIDENT REPAIR	<u>3,705.04</u>
			TOTAL:	39,359.39
Water	Water Fund	TYLER TECHNOLOGIES INC	WATER INSITE TRANSACTION F	3,264.00
		LAKE SUN LEADER 81525 & 1586450	CONSUMER CONFIDENCE REPORT	33.60
		CORE & MAIN LP	2X1X1 WYE- PARK PROJECT	202.63
			2 SAMPLING STATIONS	2,600.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	151.44
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	148.45
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	MOBILE WORK LIGHTS	129.90
			MEMO PADS,PPR, DUSTER CLNR	23.32
			TRASH BAGS & PAPER TOWELS	31.43
			BATTERIES FOR LIGHT STANDS	476.97
			PW COMPUTER DESK	19.99
		LINDYSPRING LAKE OF THE OZARKS	PW APR WATER COOLER RENTAL	10.00
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	300.00
		RAFTELIS	PW ASSESSMENT 3/1-3/31/24	<u>4,141.67</u>
			TOTAL:	11,557.88
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	CORE DRILL & BIT- VAPEX	625.60
			SKID STEER & TRLR- ELBOW C	464.06
		AMOS SEPTIC SERVICE INC	PUMPOUTS @ L/S 49-1	350.00
			PUMPOUTS @ EAGLE STOP	1,400.00
			PUMPOUTS @ SANDS	850.50
			PUMPOUTS @ WOBBLY BOOTS	350.00
		RP LUMBER INC	BULLDOZER PUSHBROOMS	65.97
		MUNICIPAL EQUIPMENT CO	STOCK PARTS	2,126.98
			ELECTRICAL FLOATS- STOCK	1,403.35
			6" CHECK VALVES	8,597.47
			ADAPTER FLANGES	2,542.17
		TYLER TECHNOLOGIES INC	SEWER INSITE TRANSACTION F	3,264.00
		CONSOLIDATED ELECTRICAL DISTR, INC	BREAKER- CARDINAL CIRCLE	12.52
		CORE & MAIN LP	CHAIN FOR STOCK	4,572.00
			PIPE & PARTS- TAN TAR A	658.87
			PARTS- ZEBRA LINE REPAIR	296.88
			VALVE INSTALL- MALIBU & ST	2,495.22
			VALVE WRENCHES	479.88
			MANHOLE RISER	743.60
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORMS	189.97
			SEWER DEPT FLOOR MATS	12.25
		MCINTIRE MANAGEMENT GROUP	PARTS FOR ODOR- 42 CAMPGRO	2,090.04
			PARTS- 42 CAR WASH AIR REL	5,166.49
			AIR VALVES FOR SEWER- STOC	2,755.09
		AMAZON CAPITAL SERVICES INC	WIRE CONNECTORS	26.97
			MEMO PADS,PPR, DUSTER CLNR	23.33
			TRASH BAGS & PAPER TOWELS	31.43
			PW COMPUTER DESK	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COCHRAN ENGINEERING	ROCKWAY L/S STORAGE LOR24-	3,300.00
		CENTRAL MO ALL SERVICE PLUMBING	RAN AUGER UNDER HOUSES-TTA	550.00
		REEVES-WIEDEMAN COMPANY	PLUG & CAULK- CEDAR VILLAG	23.40
		LINDYSPRING LAKE OF THE OZARKS	PW APR WATER COOLER RENTAL	10.00
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	300.00
		NICK'S TRUE VALUE HARDWARE	ZIP TIES & SAW BLADE-TRK S	54.46
			BLANK COVERS FOR OFFICE	5.98
			BIT SET & TORQ SET	51.98
		RAFTELIS	PW ASSESSMENT 3/1-3/31/24	4,141.67
		NEZAT TRAINING & CONSULTING INC	SWR CLEANING ONLINE TRNG	<u>2,625.00</u>
			TOTAL:	52,854.58
Ambulance	Ambulance Fund	CLIA LABORATORY PROGRAM	CERTIFICATE FEE 9/2024-8/2	248.00
		IMAGE TREND INC	2024 FIELD BRIDGE SUPPORT	4,296.65
		DOUGLAS G WILSON DO PC	MAR MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	<u>230.88</u>
			TOTAL:	5,775.53
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	2,507 GAL LCF JET FUEL	8,617.45
		O'REILLY AUTOMOTIVE STORES INC	CARB CLNR, FUEL HOSE-LEAF	<u>9.78</u>
			TOTAL:	8,627.23

===== FUND TOTALS =====		
10	General Fund	76,165.26
20	Transportation	39,359.39
30	Water Fund	11,557.88
35	Sewer Fund	52,854.58
40	Ambulance Fund	5,775.53
45	Lee C. Fine Airport Fund	8,627.23

	GRAND TOTAL:	194,339.87

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-22 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for necessary equipment in the Transportation Department. *Second Reading*

Requested Action:

Second Reading of Bill #24-22

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-22 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 4, 2024. The Transportation Department has requested to amend the FY2024 budget to fund additional costs related to the Line Laser V200 (striping machine) purchase, one of several items budgeted in Machinery & Equipment - 20-00-774255. This purchase was budgeted at \$17,955, but an additional \$7,015 is needed, for a total cost of \$24,970. The department states

savings within the stated line item is expected.

BILL NO. 24-22

ORDINANCE NO. 24.22

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 23.90 ADOPTING THE 2024 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EQUIPMENT IN THE TRANSPORTATION DEPARTMENT

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

Section 1. That the 2024 Annual Operating Budget adopted as Ordinance No. 23.90 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
20-00-774255 Machinery & Equipment	\$66,339	\$73,354

Section 2. In all other respects the 2024 Annual Operating Budget, adopted in Ordinance No. 23.90 remains in full force and effect.

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

READ FIRST TIME: April 18, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.22 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.22.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 24-23 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 423. *Second Reading*

Requested Action:

Second Reading of Bill #24-23

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - 90 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on March 12, 2024 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-23 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 4, 2024. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #423.

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

Section 1. That the real estate, generally described as Tract 1 WFO Subdivision, is under the terms and conditions contained in Exhibit A attached hereto in Rezoning Case No. 423.

See Exhibit A: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME: April 18, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.23 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 24.23.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“EXHIBIT A”

CONDITIONS

Permitted Uses: The ability to rent a maximum of six (6) personal watercraft from the subject property.

Parking: Any new parking facility required to accommodate the proposed use will need to be built in conformance with the City Code.

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

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

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

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

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	March 12, 2024	Case Number:	423
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Applicant: WFO Watersports, LLC.

Location: 4415 Sky Harbor Drive

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

Existing Use: Vacant Commercial Property

Zoning: C-1

Tract Size: 1.09 acres

Surrounding Zoning:

Surrounding Land Use:

North: LU Lake Use

Lake of the Ozarks

South: R-1b Residential

Vacant Residential

East: C-1 Commercial

Vacant Commercial

West: C-1 Commercial Lake Use
R-1 Residential

Mixed Uses

The Osage Beach Comprehensive Plan

Designates this area as appropriate for: Heavy Traffic Commercial.

Rezoning History **Case #**

Date

Citywide

May 1984

Utilities

Water: City
Electricity: Ameren

Gas: none
Sewer: City

Access: Property has access off Sky Harbor Drive.

Analysis:

1. The applicants are the owners of the 1.09-acre parcel in question. The request is to allow the rental of personal watercraft from a new dock structure that will be attached to the property once approved by Ameren UE.
2. Recognizing past incompatibility problems with similar uses and less intense uses, the City adopted Ordinance 96.21, which regulates all uses with outdoor entertainment overlay zoning requirements.
3. Currently, the applicants use the property for boat rentals, which, by ordinance, does not require an entertainment overlay. The requested addition of personal watercraft rentals does, however, require the addition of an E Overlay.

Department Comments:

The primary intent of E-zones is to regulate outdoor activities that could adversely affect adjacent properties, both commercial and residential. My understanding of the reason that the City chose to require an E Overlay, for PWC rental back in 1996, was that the patrons who rented the PWC were more likely to stay close to the location where the rental took place. The ideology was that, because of this fact, PWC rentals could have a more adverse effect on that specific cove and the properties that fronted the lake within that specific area. The difference that we see now, as compared to 1996, is that this cove, like many others, is now a “No Wake” cove. This, of course, requires all watercraft to proceed through the cove at idle speeds. The “No Wake” requirement completely changes the impact that a PWC can have on the surrounding properties. Customers renting from the subject location will now take the PWC out to the main channel to take advantage of their time.

With this property’s location in a cove that contains commercial uses and the properties current use as a watercraft rental facility, **staff would recommend that this request be approved subject to the following provisions and conditions:**

Permitted Uses: The ability to rent a maximum of six (6) personal watercraft from the subject property.

Parking: Any new parking facility required to accommodate the proposed use, will need to be built in conformance with City Code.

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

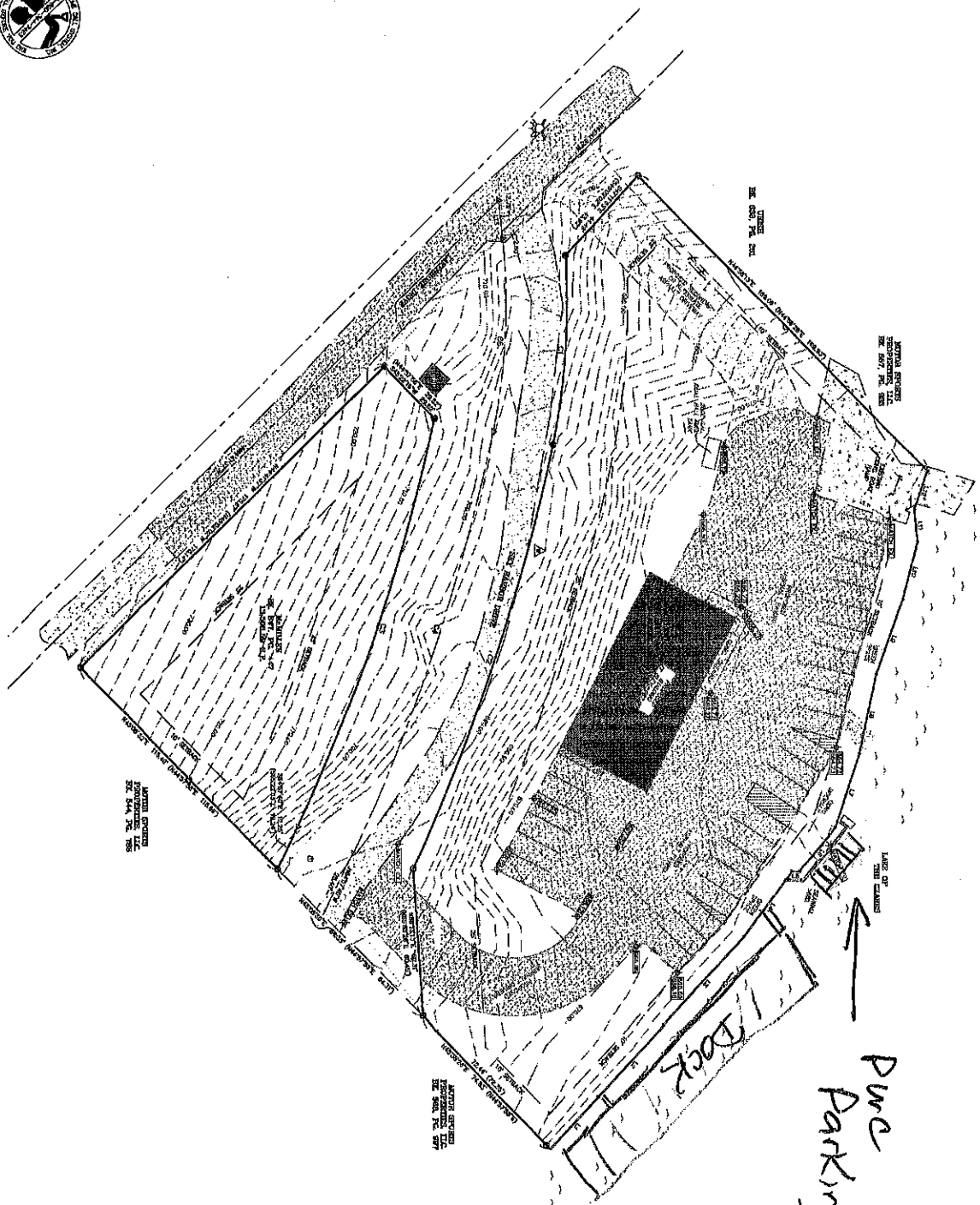
Exterior Lighting: Any additional lighting proposed as part of this activity, must be shielded to direct light inward and not increase light intensity within adjoining properties.

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

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



**Rezoning Case
423 Location Map**



PWC
Parking

1. Assess the situation by asking a few questions: a. How long has the problem been occurring? b. How often does it occur? c. How severe is the problem? d. How many people are affected? e. How much time and money is being spent on the problem? f. How much time and money is being lost because of the problem? g. How much time and money is being wasted because of the problem? h. How much time and money is being lost because of the problem? i. How much time and money is being lost because of the problem? j. How much time and money is being lost because of the problem? k. How much time and money is being lost because of the problem? l. How much time and money is being lost because of the problem? m. How much time and money is being lost because of the problem? n. How much time and money is being lost because of the problem? o. How much time and money is being lost because of the problem? p. How much time and money is being lost because of the problem? q. How much time and money is being lost because of the problem? r. How much time and money is being lost because of the problem? s. How much time and money is being lost because of the problem? t. How much time and money is being lost because of the problem? u. How much time and money is being lost because of the problem? v. How much time and money is being lost because of the problem? w. How much time and money is being lost because of the problem? x. How much time and money is being lost because of the problem? y. How much time and money is being lost because of the problem? z. How much time and money is being lost because of the problem?

[illegible]

SHORELINE
SURVEYING & ENGINEERING
3048 Hwy. 52 Eldon, MO 65026 PH: (573) 392-3312

C2.0

Date Received: 2.16.24Case #: 423

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Dan Zimmerly Phone: 573 693 8303
Address: 4415 Sky Harbor Dr City: Osage Beach State: MO Zip: 65065

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

WFO Water Sports LLC
Call owner DAN ZIMMERLY 5268 Wren Lane, Osage Beach MO 65065 573 693 8303

2. Name of landowner's representative, if different from above: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

3. All correspondence relative to this application should be directed to whom?
Address: 5268 Wren Lane City: Osage Beach State: MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 4415 Sky Harbor Dr City: Osage Beach State: MO Zip: 65065

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

Currently using for boat rental, in-line repair proposing to add pwc's

6. Area of property in square feet or acres: 2 acres

7. Current zoning classification: B

8. Sources of utilities: Water: city Gas: Propane
Sewer: city Electric: American

9. Proposed zoning classification: Recreational PWC's

10. How long have you owned this property? 3 years

11. Current use of property (describe all improvements): Boat rental, 40x70 concrete shop

12. Current use of all property adjacent to subject property: North: across cove residential
South: commercial East: commercial property West: residential

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

Quickly's Boat & Jet Ski Rental

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

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

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

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

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

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning. no adverse affects to adding ones to fleet in fact, its an opportunity to enhance infrastructure for the city while ensuring responsible & sustainable operations

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any? should not be any issues, already rent Boats out of location for 3 years with no problems

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission): fair competition benefiting customers & local economy, increased revenue = city sales tax enhanced customer service & economic boost to area - increasing visitor spending with other businesses.

Notary Information

State of Missouri }
County of Camden }

ss

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

Signature Owner/Applicant:

Date:

Subscribed and sworn to before me on this 13th day of February, 2024.

Notary Public:

My Commission Expires:

Person Accepting this Application:

BRITTANY CARNEAL
Notary Public, Notary Seal
State of Missouri
Camden County
Commission # 14025727
My Commission Expires 10-06-2026

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

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

I am requesting a zoning change
to rent PWC's at 4415 Sky Harbor
drive in Osage Beach "WFO water sports"
I have over 20 years experience in
PWC rental and have had no issues
in the past, I have plenty of Lake Front
to accommodate this extension of my
current Boat rental operation. IF approved
I plan on starting with 2 PWCs growing
to 6 PWCs in the future.

Don Zump

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign task order #2 with Horner and Shifrin Inc for the design, bidding, and construction phase services for the Margaritaville Sewer Line Relocation Project for an amount not to exceed \$46,800. *Second Reading*

Requested Action:

Second Reading of Bill #24-25

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 - We need to have the engineers working on the design as soon as possible.

Budgeted Item:

No - This project will be funded by savings already realized in the 2024 Sewer Fund Budget.

Budget Line Information (if applicable):

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

FY2024 Budgeted Amount:	\$2,112,620
FY2024 Expenditures to Date (03/26/24):	(\$ 203,178)
FY2024 Available:	\$1,909,442

FY2024 Requested Amount:	\$46,800
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Department Comments and Recommendation:

In the second half of 2023, we asked Horner and Shifrin to look at the problems with the sewer station behind Margaritaville and help us come up with a permanent solution. This station has some gravity and mechanical issues that need to be resolved in a timely manner. Unfortunately, we did not have enough information previously to consider putting this in 2024, but with the information we have now, I believe that we should move forward with this task order.

The City signed a on-call engineering services contract with Horner and Shifrin in 2023. This is the engineer firm that did the Tan Tar A Estate Sewer Assessment for us a few years back, so they have a good working knowledge of the sewer issues with this station. Attached you will find a Task Order for the design, bidding, and construction phase services for the relocation of the sewer line that connects most of the Margaritaville complex to the sewer station located behind the parking garage.

This is an unbudgeted project. The cost for these services is \$46,800. This expense belongs in the Lift Station Improvements account in the sewer fund. The City has already realized savings of more than \$130,000 on the recent purchase of the new Rockaway sewer station panel within the Lift station Improvements account.

The estimated cost for construction is currently \$366,000. This project needs to move forward as soon as possible. Once the design is complete, we will assess whether the construction pieces fit into the 2024 or 2025 budget. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-25 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 4, 2024. If Bill 24-25 is approved, the project will be added to the FY2024 Operating Budget project list for the engineering portion. Assessment will be made as to needed monetary budget amendments as per our purchasing policy.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN TASK ORDER #2 WITH HORNER AND SHIFRIN, INC FOR THE DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE MARGARITAVILLE SEWER LINE RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$46, 800.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign task order #2 with Horner and Shifrin, Inc in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit “A.”

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty-Six Thousand Eight Hundred Dollars. (\$46,800.00)

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

Section 4 This Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: April 18, 2024 READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.25 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. 24.25.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

**CITY OF OSAGE BEACH, MISSOURI
ENGINEERING SERVICES
TASK ORDER**

TASK ORDER NUMBER: 2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 31, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 30, 2024
- b. Owner: City of Osage Beach, Missouri
- c. Engineer: Horner & Shifrin, Inc.
- d. Specific Project (title): Margaritaville TL03 Influent Sewer Relocation
- e. Specific Project (description): Design, bidding, and construction phase services for the relocation of the Margaritaville influent sewer, including approximately 300 ft of 12-inch gravity sewer.

2. Services of Engineer

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

- 1. Conduct topographic survey of site.
- 2. Generate DRAFT design plans and technical specifications.
- 3. Coordinate design with Margaritaville Resort.
- 4. Coordination with Margaritaville Resort
- 5. Submit plans to DNR for review and permitting.
- 6. Attend review meeting with City staff.
- 7. Generate FINAL plans and specifications for bidding.
- 8. Attend bid opening.
- 9. Review bids and provide recommendation to City.
- 10. Review shop drawings and respond to RFIs.
- 11. Provide part-time construction inspection (to be provided by ALPHA Engineering & Surveying with oversight by H&S).
- 12. Generate record drawings.

The detailed scope of work and fee are attached.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order include design, bidding and construction services. No additional work will be completed without written authorization or amendment from the owner.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

Consultant shall draft documents within 90 days of receiving Notice to Proceed.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order a lump sum amount of \$46,800.00.

7. Terms and Conditions

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

The Effective Date of this Task Order is January 30, 2024

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: James E. McCleish

Title: Senior Vice-President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christina Willson

Title: Associate Vice-President

Address: 401 S. 18th Street, Suite 400

E-Mail Address: cfwillson@hornersshifrin.com

Phone: 618-726-0319

Osage Beach, Missouri
Margaritaville TL03 Pump Station
Influent Sewer Relocation

Prepared By: CFW

LABOR:					Labor Classification					
					McCleish, James	Willson, Christina	Mills, Michael	Schuknecht, Michael	Bowling, Rachel	Survey Crew
					WP01	WP02	WP10	GT01	GT03	GT07
Cost Center	Task No.	Task Description	Task M.H.	Task Cost						
SURVEY										
Water	1	Coordinate needed survey	1	\$242		1				
Survey			1	\$194				1		
Survey	2	Research	3	\$390					3	
Survey	3	Pre field calculations	1	\$130					1	
Survey	4	Field Survey	20	\$3,000						20
Survey	5	Calculate property lines	4	\$520					4	
Survey	6	Process field data and drafting	7	\$910					7	
Survey	7	Easement exhibit	3	\$390					3	
Survey	8	PLS QA/QC	3	\$582				3		
Subtotal			43	\$6,358	0	1	0	4	18	20
DESIGN DOCUMENTS										
Water	1	Confirm horizontal alignment	4	\$568			4			
Water	2	Coordinate alignment with Margaritaville	8	\$1,936		8				
Water	3	Generate cover sheet	4	\$568			4			
Water	4	Generate plan and profile sheet	16	\$2,272			16			
Water	5	Details sheet	8	\$1,136			8			
Water	6	Generate technical specifications	36	\$5,512		4	32			
Water	7	Submit plans to City for review	2	\$384		1	1			
Water	8	Review comments with City	8	\$1,936		8				
Water	9	Revise project documents per City comments	28	\$4,376		4	24			
Water	10	Submit final bid documents To City and MDNR	2	\$384		1	1			
Water	11	QA/QC and Project Management	10	\$2,796	4	6				
Subtotal			126	\$21,868	4	32	90	0	0	0
BIDDING AND CONSTRUCTION INSPECTION										
Water	1	Finalize Bid documents	18	\$2,756		2	16			
Water	2	Post bid documents electronically	1	\$142			1			
Water	3	Respond to contractor questions	4	\$968		4				
Water	4	Attend Bid Opening	8	\$1,936		8				
Water	5	Review bids and provide recommendation to City	2	\$284			2			
Water	6	Generate Notice of Award	2	\$284			2			
Water	7	Review shop drawings	4	\$568			4			
Water	8	Respond to RFIs	2	\$484		2				
Water	9	Prepare Change Order Requests, as appropriate	2	\$284			2			
Water	10	Review pay requests	6	\$1,452		6				
Water	11	Construction Inspection (project Closeout)	8	\$1,136			8			
Water	12	Prepare Record Drawings from Mark-ups maintained by Contractor during Construction	8	\$1,136			8			
Water	13	Administer & Manage Construction Phase Services	6	\$1,452		6				
Subtotal			71	\$12,882	0	28	43	0	0	0
TOTAL ESTIMATE MANHOURS			240		4	61	133	4	18	20
TOTAL ESTIMATED LABOR COSTS				\$41,108						

DESIGN EXPENSES:

Item	Unit	Total Cost
Mileage: (Include 5 trips; 1-Survey, 2 Design, 2 Bidding & Construction)	1,750 miles	\$1,173
Subconsultant: Construction Inspection - ALPHA	3750 SAY	\$3,750
Reproduction & Photocopy:	-- SAY	\$0
Field Equipment Rental Reimbursement:	-- SAY	\$0
Misc. Reimbursable Expenses:	-- SAY	\$0
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:		\$4,923
MARK UP PERCENTAGE:		15%
ESTIMATED TOTAL EXPENSES:		\$5,661
TOTAL ESTIMATED NOT-TO EXCEED COST:		\$46,800

Notes:

- 1 - Deliverables include DRAFT plans and specs, FINAL bid documents, as-built drawings.
- 2 - Construction inspection will be completed by ALPA Engineering & Survey to reduce costs for travel and lodging of H&S Staff
- 3 - Construction inspection estimated at part time inspect for a 2-week period.
- 4 - Site visits include 1 for Survey, 2 for Design (Coordination with Margaritaville and Design Review), 2 for Bidding and Construction (Bidding and Project Closeout)

This quote is prepared with the following exclusions:

- | | |
|--------------------------------|---|
| 1. Roadway Design | 9. Land Survey |
| 2. Wastewater Design | 10. Easement Document Drafting |
| 3. Potable Water System Design | 11. Legal Descriptions |
| 4. Building Foundation Design | 12. Title Search |
| 5. Stormwater Design | 13. Materials Testing |
| 6. Retaining Wall Design | 14. Construction Estimates |
| 7. Structural Evaluation | 15. Construction Bidding Documents/Services |
| 8. Permit and Recording Fees | |

Professional will prepare daily inspection reports to be delivered to the Client. Professional will provide electronic files in pdf format. Additional copies will be at a cost of \$10 per page.

Professional expects to start its services immediately upon receiving this fully signed and completed agreement. Each task will require one (1) calendar day for completion with a maximum of 10 days onsite. Professional is not liable to Client for delays caused by weather, zoning issues, government communications, client revisions, and all other factors outside the Professional's control.

In addition, by executing this agreement you are stating you are the owner or owner's representative and all engineering and surveying debts by owner associated with this property have been paid.

Project will be invoiced on a monthly basis. Payment must be in the form of cash, check, or credit card. If a credit card is used to pay an invoice, a 3.5% processing charge will be added onto said invoice(s). The above financial agreement is based on prompt payment of our bills and the orderly and continuous progress of the Project. Unpaid outstanding balances will be charged interest of 1.5 percent per month after 30 days. Client agrees that Professional's liability for any defects, damages or other liabilities arising from services provided by Professional will be limited to the amount paid by Client to Professional for services rendered by Professional. In the event it becomes necessary to turn your account(s) over to a collection agency or an attorney, Client shall be responsible for all costs to collect, including reasonable attorney's fees and court costs. Jurisdiction and venue for any dispute under this contract shall be in Camden County, Missouri.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination by Client, Professional shall be compensated for all services performed to termination notice date, together with reimbursable charges then due.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the engineer, engineer's officers, directors, partners, employees and agents and engineer's consultants from any and all claims, costs, losses and damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his sub consultants to all those named shall not exceed the Engineer's total fees on the project.

We will also furnish any Additional Services as Client may request in writing and which are approved in writing by Professional. Professional's hourly service costs are provided in the attached Schedule A.

This Agreement and Schedule A represent the entire understanding between Client and Professional in respect to the Project and is binding upon both parties, their successor, and assigns. The Agreement may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for a period of 6 months from the date of this proposal.

Sincerely,

Alpha Engineering & Surveying, LLC



By: _____
Ethan K. Shackelford, PE, authorized agent

Accepted on this _____ day of

_____, _____

by _____,
Signature

Print Name

SCHEDULE A
FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to Client, between Client and Alpha Engineering & Surveying, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Professional Land Surveyor	\$180.00/hr
Land Surveyor (LSIT)	\$105.00/hr
Principal Engineer	\$200.00/hr
Project Manager Engineer	\$110.00/hr
Senior Design Draftsman	\$80.00/hr
Construction Inspector	\$75.00/hr
Materials Testing Technician	\$75.00/hr
2-Person Survey Field Crew	\$200.00/hr
1-Person Survey Field Crew	\$185.00/hr
Administrative Assistant	\$40.00/hr
Survey Crew Minimum Charge	\$400.00
Engineering Inspection Minimum Charge	\$375.00
Expert Witness – Engineer	\$1200.00/day
Expert Witness – Surveyor	\$1,080/day

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

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Prime Rinse for the 2024 Exterior Water Tower Cleaning Project for a not to exceed amount of \$26,500. *Second Reading*

Requested Action:

Second Reading of Bill #24-26

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 - We are hoping to have these towers cleaned by the end of May.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-774269 Tower & Well Improvements

FY2024 Budgeted Amount: \$451,700

FY2024 Expenditures to Date (03/26/24): (\$ 18,006)

FY2024 Available: \$433,694

FY2024 Requested Amount: \$26,500

Department Comments and Recommendation:

Bids for this project were opened on 03/24. The City received 6 bids for this project. The low bid is Prime Rinse with a bid of \$19,000 + \$7,500 for the alternate (Swiss Village Tower). We have never worked with this company before, so I did check their references and I did some research on their methods and why their cost is so much lower than the competition. References came back with no problems. The company uses drone technology to do the tower cleaning and this is part of the reason why prices are so much lower.

The budget to clean the Passover and Bluff towers is \$40,000. Since Prime Rinse's bid to clean these two towers and the Swiss Tower is only \$26,500 I would like for them to go ahead and clean all three. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-26 is in correct form.

City Administrator Comments:

The first reading was read and approved on April 4, 2024. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PRIME RINSE LLC FOR THE 2024 EXTERIOR WATER TOWER CLEANING PROJECT IN AN AMOUNT NOT EXCEED \$26,500.

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 Prime Rinse 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 Two Six Thousand Five Hundred Dollars. (\$26,500.00)

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

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

READ FIRST TIME: April 18, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.26 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.26.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

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 _____

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:

Exterior Water Tower Cleaning 2024

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 Thirty (30) 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.

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

Bid Tabulation
Exterior Water Tower Cleaning 2024
Osage Beach Project No. OB24-001
March 14, 2024



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

				Engineer's Estimate		Heartung Xoatings		Prime Rinse		Jetstar Group LLC		Viking Industrial Painting		Onyx Blasting & Coating		Central Tank Coating	
Item	Description	Unit	QTY	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Bluff Water Tower Exterior Cleaning	LS	1	\$ 22,500	\$ 22,500	\$ 16,000	\$ 16,000	\$ 7,500	\$ 7,500	\$ 18,000	\$ 18,000	\$ 16,250	\$ 16,250	\$18,000	\$ 18,000	\$ 26,700	\$ 26,700
2	Passover Water Tower Exterior Cleaning	LS	1	\$ 12,500	\$ 12,500	\$ 9,000	\$ 8,900	\$ 6,500	\$ 6,500	\$ 3,750	\$ 3,750	\$ 12,400	\$ 12,400	\$ 8,000	\$ 8,000	\$ 10,800	\$ 10,800
3	Force Account	LS	1	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL BASE BID					\$ 40,000		\$ 29,900		\$ 14,000		\$ 26,750		\$ 33,650		\$ 31,000		\$ 42,500

ALTERNATE NO. 1

Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Swiss Village Water Tower Exterior Cleaning	LS	1	30,000	30,000	30,000	30,000	7,500	7,500	36,000	36,000	18,250	18,250	23,000	23,000	42,200	42,200

BASE BID + ALTERNATE NO. 1	70,000	59,900	21,500	62,750	51,900	54,000	84,700
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BID FORM

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

Prime Rinse

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. _____ Dated _____
No. _____ Dated _____

No Addenda listed AC 3/11/24

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bluff Water Storage Tank Cleaning	LS	1	<i>\$7500</i>	<i>\$7500</i>
2	Passover Water Storage Tank Cleaning	LS	1	<i>\$6500 AC</i>	<i>\$6500</i>
3	Force Account	LS	1	\$ 5,000.00	
Total Base Bid:					<i>\$14,000</i>

*NO
FORCE
ACCT.*

TOTAL BID IN WRITING: *Fourteen thousand Dollars*

Alternate No. 1 – Swiss Village Water Storage Tank Cleaning

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Swiss Village Water Storage Tank Cleaning	LS	1	<i>7500</i>	<i>7500</i>
Total Alternate No. 1 Bid:					<i>7500</i>

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

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

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

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

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

Dated at Leitchfield, Kentucky this 11th day of March, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable Not Applicable

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

James Winn - Owner, Prime Rinse
Signature and Title

James Winn
Typed or Printed Name

Doing Business As

Prime Rinse LLC
Name of Firm

Business Address of Bidder:

318 Horrell Ln, Leitchfield KY 42754

Telephone No.

855-947-5008

IF A PARTNERSHIP:

N/A

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

N/A

Name of Corporation

By _____

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

See some of our most recent commercial work at:

Cedar Rapids, Iowa - Water Tower Cleaning (drone and boom method):

<https://www.youtube.com/watch?v=HqWcBt15Roo>

Murray State - Football Stadium Cleaning:

<https://www.youtube.com/watch?v=Qz1dqtFemew&t=25s>

Ohio University - Student Housing Drone Cleaning:

https://www.youtube.com/watch?v=hT-qAtHLN_w&t=4s

Scotty's Construction: Walmart new construction

<https://www.youtube.com/watch?v=i0C6YFFpSKI>

Our Work:

Below is a list of recent large commercial work, with details about the project scope and the contract amount. Prime Rinse is proud to be focused on large, complicated high profile projects for commercial clients across the country.

Recent Work and References:

Name	Title	Email	Phone	Job Description	Job Amount
Jeremy Woosley	District Manager – Grayson County Water District	jwoosley@graysonwater.com	270-230-7038	Cleaned a series of standpipe towers in 2022. April of 2024 we are washing a 150ft tall 250k gallon elevated tank	\$12,000.00
Chris Owens	Director for Housing Capital and Facilities Planning: University of Ohio	owenschris@ohio.edu	(740) 593-4090	Cleaning of all East Green buildings on Ohio University campus, including concrete. Summer 2023	\$87,000.00
Steve Mathis	Director of Facilities Owensboro Health Twin Lakes Medical Center	Stephen.Mathis@owensborohealth.org	270-259-1663	Cleaned the new psych ward section of the Twin Lakes Regional Hospital fall of 2023	\$12,000
Ricard Grogan	Director of Facilities Murray University	rgrogan@murraystate.edu	270-809-3414	Cleaned the Roy Stewart Football Stadium and Racer Arena at Murray State University - Fall 2023	\$91,000.00
Christopher Smith	Site Manager	christophers@scottyscontracting.com	270-234-3436	Two large projects. Walmart Leitchfield new construction cleaning winter of 2022 and Walmart Radcliff winter 2023	2022: \$20,000 2023: \$12,000

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>
see attached	experience	document	

- b. List of equipment available for this job.

Agras T30 drone
 AR45 softwash system
 Honda GX690 pressure washer

- c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
No subcontractors	

This report is an integral part of the proposal.

Dated March 11th, 2024

By Tony Carroll-Bredshaw

Title Operations Manager

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 Prime Ring LLC

Address 318 Horrell Ln Leitchfield KY 40754

Internal Revenue Service Employer Identification Number 87-1803019

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 Yes X No
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes X No
- d. 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 bid \$ 14,000 (plus passover additional \$7500)

3. Anticipated performance period 3 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

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 subcontracts 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.

James Winn - Owner
(Name and Title of Signer - type written)

[Signature]
Signature

3-11-24
(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**

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Motion to Approve certification of Election results

Requested Action:
Motion to Approve

Ordinance Referenced for Action:
In accordance with RSMo 115.507.1, Election results must be certified to the City, Announcements of Results by verification Board, Contents, When Due - Abstract of Votes to be Official Returns. This act acknowledges these certificates.

Deadline for Action:
Yes - Election results must be certified before elected officials take the oath of office.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Camden County Certification of Election Results; Miller County Certification of Election Results

Camden County Results
Mayor
Michael Harmison - 162 votes

City Collector
Brad Smith - 178 Votes

Ward I
Kevin Rucker - 36

Ward II
Phyllis Marose - 71

Ward III

Celeste Barela - 67

Proposition No.U

Yes - 85

NO - 159

Proposition No. A

Yes - 111

NO - 130

Miller County Results**Mayor**

Michael Harmison - 27

Write in - 1

City Collector

Brad Smith - 28

Write in - 1

Ward I

Kevin Rucker - 1

Write in - 1

Proposition No.U

Yes - 16

NO - 16

Proposition No. A

Yes - 16

NO - 16

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

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

TO: CITY OF OSAGE BEACH

THE FOLLOWING IS AN OFFICIAL CERTIFICATION OF THE ELECTION RESULTS OF THE
 GENERAL MUNICIPAL ELECTION HELD IN CAMDEN COUNTY, MISSOURI ON APRIL 2, 2024
 WE HEREBY CERTIFY THAT THE ELECTION RESULTS FOR CAMDEN COUNTY ARE:

OSAGE BEACH MAYOR			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	162		
MICHAEL HARMISON	162	100.00%	

OSAGE BEACH ALDERMAN WARD 2			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	71		
PHYLLIS MAROSE	71	100.00%	

OSAGE BEACH COLLECTOR			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	178		
BRAD SMITH	178	100.00%	

OSAGE BEACH ALDERMAN WARD 3			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	67		
CELESTE BARELA	67	100.00%	

OSAGE BEACH ALDERMAN WARD 1			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	36		
KEVIN RUCKER	36	100.00%	

OSAGE BEACH PROPOSITION NO. U			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Total Votes	244		
YES	85	34.84%	
NO	159	65.16%	

OSAGE BEACH PROPOSITION NO. A			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Total Votes	241		
YES	111	46.06%	
NO	130	53.94%	

PROPOSITION NO. U

For the purpose of funding the construction, maintenance, repair of, and improvements to the City's Parks and Recreation System, and with any additional funds being applied to other General Fund needs of the City, shall the City of Osage Beach impose a local use tax at the same rate as the total local sales tax rate, currently Two-percent (2.0%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

☐ YES

☐ NO

PROPOSITION NO. A

Shall the Board of Aldermen of the City of Osage Beach, Missouri, provide by ordinance for the appointment of a Collector as provided for by the Statutes of the State of Missouri?

☐ YES

☐ NO

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



SENT THIS 8TH DAY OF APRIL, 2024

Rowland A Todd

COUNTY CLERK
CAMDEN COUNTY, MISSOURI



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

THE FOLLOWING IS AN OFFICIAL CERTIFICATION OF THE ELECTION RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN MILLER COUNTY, MISSOURI. APRIL 2, 2024.

WE HEREBY CERTIFY THAT:

OSAGE BEACH MAYOR

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	28	
MICHAEL HARMISON	27	96.43%
WRITE IN	1	3.57%

OSAGE BEACH COLLECTOR

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	29	
BRAD SMITH	28	96.55%
WRITE IN	1	3.45%

OSAGE BEACH ALDERMAN WARD 1

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	29	
KEVIN RUCKER	28	96.55%
WRITE IN	1	3.45%



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

OSAGE BEACH PROPOSITION NO. U

Number of Precincts	2	
Precincts Reporting	2	100.00%
Total Votes	32	
YES	16	50.00%
NO	16	50.00%

OSAGE BEACH PROPOSITION NO. A

Number of Precincts	2	
Precincts Reporting	2	100.00%
Total Votes	32	
YES	16	50.00%
NO	16	50.00%

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

CERTIFIED THIS 5TH DAY OF APRIL 2024

CLINTON A. JENKINS
MILLER COUNTY CLERK

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Oath of Office

Requested Action:
Presentation

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:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to Elect President of the Board of Aldermen

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

In accordance with Section 110.170 Selection of Acting President - Term.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

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

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-29- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Multicon for the Osage Beach Park Pickleball and Wall Stabilization Project for an amount not to exceed \$274,488.70. *First Reading*

Requested Action:

First Reading of Bill #24-29

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:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-773278 Park Improvements

FY2024 Budgeted Amount:	\$472,600
FY2024 Expenditures to Date (04/08/24):	(\$ 21,740)
FY2024 Available:	\$450,860

FY2024 Requested Amount:	\$274,488.70
--------------------------	--------------

Department Comments and Recommendation:

This project was advertised in February. We opened the bids on March 7th. The City received 4 bids with Multicon being the low bidder at 274,488.70. This project would put two pickleball courts where the sand volleyball court is currently, would also add parking to the area, and stabilize the rock wall behind the volleyball court. The budget for this project, including engineering, is \$168,000. I did check Multicon references and found no problems, but the bids we received for this project were much higher than expected and staff would like to make some changes and rebid this later in the year.

City Attorney Comments:

Per City Code 110.230, Bill 24-29 is in correct form.

City Administrator Comments:

I concur with the department's recommendation to consider rejecting said bid and consider project scope changes, and rebid at a later date. If the current scope of the project and award is considered to move forward, over budget amount of \$106,489 could be absorbed through the General Fund, unrestricted monies available. A budget amendment would be addressed at a later date.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MULTICON LLC, FOR THE OSAGE BEACH PARK PICKLEBALL AND WALL STABILIZATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$274,488.70.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Multicon, 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 Two Hundred Seventy-Four Thousand Four Hundred Eighty-Eight and Seventy Cents Dollars. (\$274,488.70)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.29 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.29.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Bid Tabulation
City Park Pickleball Courts
Osage Beach Project
March 7, 2024



City of Osage Beach
1090 City Parkway • Osage Beach, MO 65067
Phone (573) 302-2000 • Fax (573) 302-6528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Multicon		Stockman Construction		Don Schneiders Excavating		Rhoad A Baker Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 35,100.00	\$ 35,100.00	\$ 10,200.66	\$ 10,200.66	\$ 16,000.00	\$ 16,000.00	\$ 45,000.00	\$ 45,000.00
2	Clearing and Grubbing	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 15,822.00	\$ 15,822.00	\$ 1,100.00	\$ 1,100.00	\$ 3,240.00	\$ 3,240.00	\$ 35,000.00	\$ 35,000.00
3	Removal of Existing Improvements	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,557.00	\$ 10,557.00	\$ 12,000.77	\$ 12,000.77	\$ 7,475.00	\$ 7,475.00	\$ 40,000.00	\$ 40,000.00
4	Additional First Row Concrete Blocks for Retaining Wall (2.5'x2.5'x5')	EA	8	\$ 150.00	\$ 1,200.00	\$ 162.00	\$ 1,296.00	\$ 140.00	\$ 1,120.00	\$ 292.00	\$ 2,336.00	\$ 500.00	\$ 4,000.00
5	Second Row Concrete Blocks for Retaining Wall (2.5'x2.5'x5')	EA	34	\$ 150.00	\$ 5,100.00	\$ 162.00	\$ 5,508.00	\$ 140.00	\$ 4,760.00	\$ 292.00	\$ 9,928.00	\$ 500.00	\$ 17,000.00
6	Earthwork	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16.20	\$ 20,250.00	\$ 44.84	\$ 56,050.00	\$ 31.50	\$ 39,375.00	\$ 15.00	\$ 18,750.00
7	Temporary Rock Ditch Check	EA	3	\$ 500.00	\$ 1,500.00	\$ 540.00	\$ 1,620.00	\$ 320.00	\$ 960.00	\$ 205.00	\$ 615.00	\$ 500.00	\$ 1,500.00
8	Detail 'A' Temporary Rock Ditch Check	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,780.00	\$ 3,780.00	\$ 320.00	\$ 320.00	\$ 600.50	\$ 600.50	\$ 500.00	\$ 500.00
9	Silt Fence	LF	295	\$ 5.00	\$ 1,475.00	\$ 12.82	\$ 3,781.90	\$ 10.00	\$ 2,950.00	\$ 6.00	\$ 1,770.00	\$ 4.00	\$ 1,180.00
10	Erosion Control Mat	SY	2,038	\$ 3.00	\$ 6,114.00	\$ 3.78	\$ 7,703.64	\$ 7.00	\$ 14,266.00	\$ 2.60	\$ 5,298.80	\$ 4.00	\$ 8,152.00
11	Asphalt Pavement	SY	766	\$ 50.00	\$ 38,300.00	\$ 66.75	\$ 51,130.50	\$ 41.30	\$ 31,635.80	\$ 43.30	\$ 33,167.80	\$ 40.00	\$ 30,640.00
12	Gravel Drive Transition	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 920.00	\$ 920.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00
13	4-Inch Parking Lot Striping (Yellow)	LF	220	\$ 1.00	\$ 220.00	\$ 8.66	\$ 1,905.20	\$ 3.00	\$ 660.00	\$ 2.85	\$ 627.00	\$ 5.00	\$ 1,100.00
14	4-Inch Parking Lot Striping (Blue)	LF	292	\$ 1.00	\$ 292.00	\$ 8.66	\$ 2,528.72	\$ 1.80	\$ 525.60	\$ 1.70	\$ 496.40	\$ 5.00	\$ 1,460.00
15	Painted Accessible Symbol (Blue)	EA	1	\$ 300.00	\$ 300.00			\$ 121.00	\$ 121.00	\$ 110.00	\$ 110.00	\$ 900.00	\$ 900.00
16	Handicap Parking Sign (R7-8)	EA	1	\$ 750.00	\$ 750.00			\$ 420.00	\$ 420.00	\$ 385.00	\$ 385.00	\$ 1,000.00	\$ 1,000.00
17	Wheel Stop	EA	6	\$ 350.00	\$ 2,100.00	\$ 43.20	\$ 259.20	\$ 120.00	\$ 720.00	\$ 100.00	\$ 600.00	\$ 400.00	\$ 2,400.00
18	Post-Tension Pickleball Court Concrete Slab (Includes nets, posts, primer, resurfacer, paint)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 57,900.00	\$ 57,900.00	\$ 99,344.00	\$ 99,344.00	\$ 103,000.00	\$ 103,000.00	\$ 107,000.00	\$ 107,000.00
19	Concrete Perimeter (4-Inches Thick)	SY	102	\$ 75.00	\$ 7,650.00	\$ 96.52	\$ 9,845.04	\$ 68.00	\$ 6,936.00	\$ 103.00	\$ 10,506.00	\$ 60.00	\$ 6,120.00
20	6-foot Tall Black Vinyl-Coated Chain Link Fence	LF	266	\$ 150.00	\$ 39,900.00	\$ 97.75	\$ 26,001.50	\$ 48.00	\$ 12,768.00	\$ 41.75	\$ 11,105.50	\$ 65.00	\$ 17,290.00
21	Man Gate (5' Wide)	EA	2	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 990.00	\$ 1,980.00	\$ 1,500.00	\$ 3,000.00
22	Finish Grading and Seeding	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 1,400.00	\$ 1,400.00	\$ 8,000.00	\$ 8,000.00	\$ 20,170.00	\$ 20,170.00	\$ 7,000.00	\$ 7,000.00
23	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL BASE BID				\$ 268,401.00		\$ 274,488.70		\$ 277,777.83		\$ 279,986.00		\$ 361,992.00

Osage Beach City Park Pickleball Court

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 35,100.00	\$ 35,100.00
2	Clearing and Grubbing	LS	1	\$ 15,822.00	\$ 15,822.00
3	Removal of Existing Improvements	LS	1	\$ 10,557.00	\$ 10,557.00
4	Additional First Row Concrete Blocks for Retaining Wall (2.5'x2.5'x5')	EA	8	\$ 162.00	\$ 1,296.00
5	Second Row Concrete Blocks for Retaining Wall (2.5'x2.5'x 5)	EA	34	\$ 162.00	\$ 5,508.00
6	Imported Earthwork	CY	1,250	\$ 16.20	\$ 20,250.00
7	Temporary Rock Ditch Check	EA	3	\$ 540.00	\$ 1,620.00
8	Detail A Temporary Rock Ditch Check	LS	1	\$ 3,780.00	\$ 3,780.00
9	Silt Fence	LF	295	\$ 12.82	\$ 3,781.90
10	Erosion Control Mat	SY	2,038	\$ 3.78	\$ 7,703.64
11	Asphalt Pavement	SY	766	\$ 66.75	\$ 51,130.50
12	Gravel Drive Transition	LS	1	\$ 6,500.00	\$ 6,500.00
13	4-Inch Parking Lot Striping (Yellow)	LF	220	\$ 8.66	\$ 1,905.20
14	4-Inch Parking Lot Striping (Blue)	LF	292	\$ 8.66	\$ 2,528.72
15	Painted Accessible Symbol (Blue)	EA	1	in with ^	\$ -
16	Handicap Parking Sign (R7-8)	EA	1	in with ^	\$ -
17	Wheel Stop	EA	6	\$ 43.20	\$ 259.20
18	Post-Tension Pickleball Court Concrete Slab (Includes nets, posts, primer, resurfacer, paint)	LS	1	\$ 57,900.00	\$ 57,900.00
19	Concrete Perimeter (4-Inches Thick)	SY	102	\$ 96.52	\$ 9,845.04
20	6-foot Tall Black Vinyl-Coated Chain Link Fence	LF	266	\$ 97.75	\$ 26,001.50
21	Man Gate (5' Wide)	EA	2	\$ 800.00	\$ 1,600.00
22	Finish Grading and Seeding	LS	1	\$ 1,400.00	\$ 1,400.00
23	Force Account	LS	1	\$10,000.00	\$ 10,000.00
				Total Base Bid:	\$ 274,488.70

TOTAL BASE BID IN WRITING: Two hundred seventy-four thousand Four hundred eighty-eight + 70/100



MULTICON, INC.
MULTICRETE, LLC
MULTISPORTS, LLC
 301 W. 53RD ST. N.
 Wichita, KS 67204

Osage Beach City Park Pickleball Court

BID FORM

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

Gentlemen:

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

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

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

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

No. <u>1</u>	Dated <u>March 1, 2024</u>
No. <u>---</u>	Dated <u>---</u>

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

Osage Beach City Park Pickleball Court

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

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

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

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

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

Dated at 11:12 am this 6th day of March, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable TBD

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Osage Beach City Park Pickleball Court

.....

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: Multisports, LLC

Name of Corporation

By _____

Mitch R. Pinkham

Signature & Title

Managing Member

Mitch R. Pinkham

Typed or Printed Name

ATTEST:

Angelina N. Wills

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Angelina N. Wills

Typed or Printed Name

Business Address of Bidder:

301 W. 53rd St. N

Park City, KS 67204

Telephone No. 3116-440-0830^{AW} 316-440-0830

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Kansas

Name and Address of its: President _____

Secretary _____

Osage Beach City Park Pickleball Court

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

Type text here

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>
Chicken N Pickle, Overland Park	2022	6 indoor/4 outdoor PB	\$251K
Tennis Complex, El Dorado, KS	2019	8 Tennis Courts	\$1.7M
Riverside Park, Wichita, KS	2021	12 new Tennis/6 new PB	\$1.5M
Ray-Pec School, Peculiar, MO	2022	6 Tennis Courts	\$725K
Andover Central, Andover, KS	2020	14.5 new Tennis Courts	\$600K
Oakdale Park, Salina, KS	2023	10 new Pickleball Courts	\$475K
Omaha Millard, Omaha, NE	2023	12 new Tennis Courts	\$1.5M

b. List of equipment available for this job.

Track Skid Steer

Excavator

Laser Grader

Concrete Screed

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
TBD	

This report is an integral part of the proposal.

Dated March 6, 2024

By Mitch R. Pinkham

Title Managing Member

Osage Beach City Park Pickle Ball Court

**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 Multisports, LLC

Address 301 W 53rd St. N, Park City, KS 67204

Internal Revenue Service Employer Identification Number 83-1199441

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. Bidder has filed all compliance reports due under applicable instructions, including SF-100. X Yes No.
- d. ~~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 bid \$ 274,488.70

3. Anticipated performance period 120 days.

4. Expected total number of employees who will perform the proposed construction 12.

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

Osage Beach City Park Pickle Ball Court

- (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 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

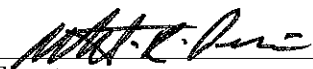
The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are 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 if 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.

Mitch R. Pinkham, Managing Member

(Name and Title of Signer - type written)


Signature

3-6-24
(Date)

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

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING

Osage Beach City Park Pickleball Court

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Multisports, LLC, a corporation X, individual _____, partnership _____, joint venture _____, of the State of Kansas, qualified to do business in the State of Missouri, as Principal, and "the Surety", Employers Mutual Casualty Company, of the State of Iowa, 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 Five Percent of Amount Bid Dollars (\$ 5%), 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 **OSAGE BEACH CITY PARK PICKLEBALL COURT** 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).

Osage Beach City Park Pickleball Court

Address and Telephone of Surety

Employers Mutual Casualty Company
P.O. BOX 712
Des Moines, IA 50306
(515) 280-2511

Address and Telephone of agent
who is licensed in Missouri

USI Insurance Services LLC
13075 Manchester Road, Suite 325
Des Peres, MO 63131
(720) 543-8817

Signed and sealed this 7th day of March, 20 24.

WITNESS:

By:

Shane Chelil

BIDDER: (Print Full Name)

Multisports, LLC

By:

Mitch Pinkham

Name & Title: Mitch Pinkham, Managing Member

WITNESS:

By:

[Signature]

SURETY: (Print Full Name & Sign)

Employers Mutual Casualty Company

By Agent:

[Signature]

By Attorney-in-Fact: Philip J. Monasch, Attorney-in-Fact
(Attach Certified Copy of Power of Attorney)

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Philip J. Monasch

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : Multisports, LLC
Obligee : City of Osage Beach, Missouri

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

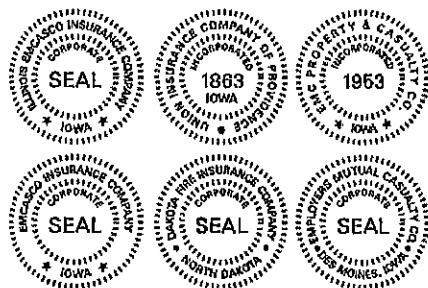
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of March, 2024.

Ryan J. Springer

Vice President

Osage Beach City Park Pickleball Court

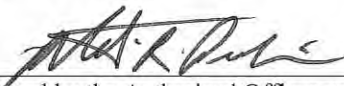
**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Mitch R. Pinkham, certify that I am Managing Member of
(Name of person signing certificate) (Title of person signing Certificate)

Multisports, LLC and Phillip J. Monasch
(Company Name) (Name of Person Signing Bid Bond)

was then Attorney-in-Fact 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.


Signed by the Authorized Officer or manager of the Bidder

Multisports, LLC
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

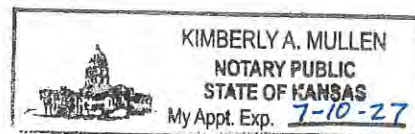
STATE OF Kansas)
) SS
COUNTY OF Sedgwick)

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), Mitch R. Pinkham
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) Multisports, LLC 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 6th day of March, 20 24.

Notary Public 

My Commission Expires: July 10, 20 27.



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 _____

WITNESSETH:

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

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

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

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

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

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

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

OSAGE BEACH CITY PARK PICKLE BALL COURT

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

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

Osage Beach City Park Pickleball Court

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 of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-28 - 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 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments, Section 610.180 Food Truck Special Events purposes of the City Code for various purposes as set forth. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #24-28

Ordinance Referenced for Action:

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

Deadline for Action:

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 24-28 is in correct form.

City Administrator Comments:

In 2023, Bill 23-77, First Reading, was presented to the Board of Aldermen on October 19, 2023, outlining modifications to City Code Chapter 610 Peddlers and Solicitors regarding Mobile Food Establishments (Food Trucks). The Second Reading of Bill 23-77, read November 2, 2023, was tabled by the Board of Aldermen for more information and additional modifications.

On February 15, 2024, the First Reading of Bill 24-09 was presented with further modifications from previous versions from 2023. Bill 24-09 was Tabled by the Board of Aldermen.

On March 7, 2024, Bill 24-09 First and Second Reading was presented. A motion to approve Bill 24-09 First Reading with additional modifications as presented Failed after a tie-breaking vote by Mayor Harmison. A further motion was then made to approve Bill 24-09 First Reading with additional modifications as presented, and was approved by the Board of Aldermen. Bill 24-09 Second Reading was then Tabled by the Board of Aldermen.

On March 21, 2024, Bill 24-09 Second Reading was presented. Bill 24-09 Failed for lack of 4 votes to the positive.

Bill 24-28 First and Second Reading is presented with additional modifications from previous versions, for the Board of Aldermen's consideration.

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 610.050 APPLICATION FOR IDENTIFICATION CARD, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.070 ISSUANCE OF IDENTIFICATION CARD, SECTION 610.090 DENIAL-ADMINISTRATIVE REVOCATION, SECTION 610.100 HEARING ON APPEAL, SECTION 610.130 REVOCATION OF CARD, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS, SECTION 610.180 FOOD TRUCK SPECIAL EVENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

WHEREAS, the City on October 19, 2023, the Board of Aldermen held a first reading of Bill No. 23.77 was unanimously approved: and

WHEREAS, the Board of Aldermen along with the Citizen's Advisory Committee wanted to add additional language to Chapter 610 so no further action on Bill No. 23-77: and

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.

FOOD TRUCK

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 Food Truck.

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; Permit Required for Food Trucks.

No person shall act as a peddler or as a solicitor 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.

A Food Truck shall be required to obtain a Food Truck Permit as provided in this Chapter.

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 charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization — no fee.~~
- ~~6~~5. For a canvasser requesting an identification card — no fee.

B. The fee for a Food Truck Permit shall be five hundred dollars (\$500.00) for one year.

Section 610.050 Application For Identification Card or Food Truck Permit.

Any person or organization may apply for one (1) or more identification cards **or a Food Truck Permit** by completing an application form at the office of the City Clerk during regular office hours.

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 **or permits.**
3. The name, physical description and photograph of each **applicant** ~~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 ~~applicant~~ **applicant** ~~person for whom a card is requested.~~
6. A brief description of the proposed activity related to this ~~identification card~~ **application**. (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 applicant 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 ~~applicant~~ **applicant** ~~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 ~~applicant~~ **applicant** ~~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 Food Truck Permit is requested:

- 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 owner or other person in rightful control of the property (such as a lessee) 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 Food Truck 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 ~~or Food Truck Permit.~~

- A. ~~The identification card(s) and Food Truck Permits~~ 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 ~~application card~~, the ~~applicant 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.

Section 610.080 Investigation.

~~During the period of time following the application for one (1) or more identification cards and its issuance, the City shall investigate as to the truth and accuracy of the information contained in the application. If the City has not completed this investigation within the sixteen (16) business hours provided in Section 610.070, the identification card will nonetheless be issued, subject, however to administrative revocation upon completion of the investigation.~~

Section 610.090 Denial — Administrative Revocation.

If the issuing officer denies (or upon completion of an investigation revokes) ~~an~~ the identification card **or Food Truck Permit** to one (1) or more persons, he/she shall immediately convey the decision to the applicant orally and shall within sixteen (16) working hours after the denial prepare a written report of the reason for the denial which shall be immediately made available to the applicant. Upon receipt of the oral notification, and even before the preparation of the written report, the applicant shall have at his/her option an appeal of the denial of his/her application before the **Board of Aldermen** ~~Municipal Court of the City~~, provided that such a hearing will be scheduled within **twenty (20)** ~~ten (10)~~ days of the request, due notice of which is to be given to the public and the applicant.

Section 610.100 Hearing On Appeal.

If the applicant requests a hearing under Section **610.090**, the hearing shall be held in accordance with the Administrative Procedure Act of the State of Missouri and review from the decision (on the record of the hearing) shall be had to the Circuit Court of Camden County. The hearing shall also be subject to the Missouri **Sunshine** ~~Open Meetings and Records~~ law.

Section 610.130 Revocation of Card **or Food Truck Permit.**

- A. In addition to the administrative revocation of an identification card, a card may be revoked for any of the following reasons:
1. Any violation of this Chapter by the applicant or by the person for whom the particular card was issued.
 2. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.
 3. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven (7) years.
 4. Conducting the activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

Section 610.170 Additional Requirements for Food Trucks.

A. Any person operating a Food Truck:

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 operate within 200 feet of any Bar, Restaurant, or Outdoor Dining Area as those terms are defined in Section **405.020** of this Code without the written consent of such Bar, Restaurant, or Outdoor Dining Area, unless operating on the property of an existing Bar or Restaurant with the permission of

the owner or other person in rightful control of the property (such as a lessee). Such distance shall be measured between the Food Truck and the nearest edge of the other structure (including walls, awnings, patios, decks, stairs, or any like improvements).

4. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
5. 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.
6. Shall not fail to provide means for the Food Truck 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 Food Truck, or to otherwise violate Section **215.060** of this Code.
7. 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.
8. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).

B. Upon the violation of any of the terms of this Article, any Food Truck Permit 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 permit of any Food Truck when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any Food Truck may at any time make an application for the reinstatement of its permit. 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 Food Truck Permit shall be reissued unless it has been revoked under this section.

Section 610.180 Food Truck Special Events.

A. This section shall apply only to City-sponsored events on City-owned property. A Food Truck Permit is not required to participate in such events.

B. Any person operating a Food Truck at such an event:

1. Shall pay to the City Clerk an event fee set by the City Administrator or his/her designee, not to exceed \$100.00.

2. Shall provide to the City Clerk the following:
 - a. A copy of the applicant'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.
 - b. 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.
 - c. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
 - d. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
 - e. The address of the applicant's commissary location.

The City Clerk may provide an application form to collect such information.

3. Shall comply with the directions of City officials, including any rules and regulations for such event.
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 Food Truck 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 Food Truck, 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).

Section 2. Severability

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

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

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

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

READ FIRST TIME: March 7, 2024

READ SECOND TIME:

I hereby certify that Ordinance No.24.09 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.09.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a lease renewal agreement with the State of Missouri, Office of Administration, Division of Facilities Management, Design, and Construction commencing on July 1, 2024. *First Reading*

Requested Action:

First Reading of Bill #24-30

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Current renewal period expires June 30, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-30 is in correct form.

City Administrator Comments:

The City has leased office space on the first floor at City Hall to the Missouri Department of Public Safety, Missouri Water Patrol since 2009, lease #01502246. The current lease renewal expires June 30, 2024. This renewal includes an increase in rent based on CPI increases. Renewal has been reviewed by the Office of Administration, Division of Facilities Management, Design and Construction. Board of Aldermen

approval is recommended.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A LEASE RENEWAL AGREEMENT WITH THE STATE OF MISSOURI, OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN, AND CONSTRUCTION COMMENCING ON JULY 1, 2024.

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 lease agreement with State of Missouri, Office of Administration, Division of Facilities Management Design, and Construction, under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.30 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.30.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Michael L. Parson
Governor



Brian Yansen
Division Director of Facilities
Management, Design and Construction

Kenneth J. Zellers
Commissioner

State of Missouri
Office of Administration
Division of Facilities Management, Design and Construction
301 W. High St. – Room 730
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-3339
fmdcmail@oa.mo.gov
March 21, 2024

Ms. Jeana L. Woods
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

RE: **Lease #01502246**
Department of Public Safety, Missouri Water Patrol
1000 City Parkway, Osage Beach (Cole County), Missouri

Dear Ms. Woods:

Enclosed is a copy of the above-referenced Lease for review and consideration. Please return a signed copy to the *Division of Facilities Management, Design and Construction, Real Estate Services, Attention: Sheri Nenninger, 301 W. High Street, Room 730, P.O. Box 809, Jefferson City, Missouri 65102*, or by email to Melissa.Mathis@oa.mo.gov, within five working days. I will then forward for review and approval. Please note that the Lease is not effective unless and until it is executed by all parties. The State of Missouri cannot be bound until the Lease is executed by its authorized representative.

If you have any questions, please contact me at (573) 751-2375.

Sincerely,

A handwritten signature in cursive script that reads "Melissa A. Mathis".

Melissa A. Mathis, Leasing Coordinator
Facilities Management, Design & Construction

mm:sn

Enclosures

c/enc: Zach Russell
Bonnie Steenburgen

Rev 10/03/2022

STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, No. 01502246, ("Lease") is made and entered into, as of the date last executed below, by and between City of Osage Beach (State of Missouri Vendor Number *****751505) ("Lessor"), and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction ("Lessee").

The parties to this Lease covenant and agree as follows:

1. DEMISE OF PREMISES

- (a) Lessor, in consideration of the covenants hereinafter set forth, hereby demises and leases to Lessee the following described premises:

Property located at 1000 City Parkway, Osage Beach (Camden County), Missouri, consisting of 1,103 sq. ft. ("Premises");

- (b) Lessor also grants to Lessee a license to utilize parking spaces located adjacent to the Premises or within a reasonable distance from the Premises.

2. TERM OF LEASE

- (a) The initial period of this Lease shall commence July 1, 2024 and end June 30, 2025 ("Initial Term").
- (b) Lessor grants Lessee the option to renew this Lease for four (4) successive one-year periods ("Renewal Periods").
- (c) The expiration date of the final Renewal Period shall be June 30, 2029.

3. RENTS

- (a) The annual rent shall be in the amount of **SIX THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NINETY-SIX CENTS (\$6,970.96)**, payable monthly in arrears in the amount of **FIVE HUNDRED EIGHTY DOLLARS AND NINETY-ONE CENTS (\$580.91)**.
- (b) Lessee shall make all rental payments in the manner designated by Lessor's representative on the vendor registration form submitted to Lessee. If Lessor's representative designates an individual or entity other than Lessor as the payment recipient on the vendor registration form and Lessee makes payment to the identified individual or entity, Lessor shall have waived any right to further payment by Lessee under this Lease.

4. RENEWAL TERMS

- (a) Lessee shall be deemed to have exercised each applicable renewal option for the succeeding Renewal Period unless either party notifies the other, in writing, not less than sixty (60) consecutive calendar days prior to the expiration of the Initial Term or the applicable Renewal Period of its intent to terminate the Lease.

- (b) Lessor grants to Lessee the option to extend the Lease for three (3) two-month periods (“Extension Periods”) following the final Renewal Period at the same rental rate as paid during the final Renewal Period and subject to all of the same terms. Lessee must notify Lessor of its intent to exercise each Extension Period no later than 30 days before the expiration of the final Renewal Period or any Extension Period.
- (c) In the event Lessee remains in possession of the Premises after the expiration date of this Lease without extending the Lease as set forth herein or without executing a new Lease, Lessee shall be deemed to be occupying the Premises as a lessee from month-to-month. All the terms of this Lease shall remain in effect insofar as they are applicable to a month-to-month tenancy.

5. CONSTRUCTION AND RENOVATION

- (a) Lessor shall remodel, construct, and equip the Premises in accordance with Request for Proposal No. 01502246 and the related Proposal submitted by Lessor, which are incorporated herein by reference. The Premises shall be prepared to the satisfaction of Lessee prior to occupancy.
- (b) Lessor understands and agrees that all alterations, renovations and improvements made to the Premises during the term of the Lease shall be made in accordance with requirements of Missouri’s Prevailing Wage Law (Sections 290.210 to 290.340, RSMo), and all other applicable laws.

6. SERVICES, FEES, AND ASSESSMENTS

- (a) Lessor agrees to provide and pay for the utilities of water, sewer, steam, gas and electricity or other power at no cost to Lessee beyond the rental rate set forth above.
- (b) Lessor agrees to provide and pay for janitorial services, equipment, supplies, and paper products such as restroom tissue and paper towels.
- (c) Lessor shall furnish all interior and exterior lighting necessary on the Premises, and shall provide and replace all florescent, incandescent and LED light bulbs.
- (d) Lessee shall be responsible for obtaining or installing and paying for any necessary telephone, internet or other communication services or systems.
- (e) Lessor will provide and pay for general garbage and trash removal from the Premises.
- (f) Lessor agrees to provide and pay for all necessary lawn care and maintenance of the grounds on or adjacent to the Premises.
- (g) The use, operation and maintenance of any parking areas and/or sidewalks now or hereafter existing to serve the Premises are and shall remain under the supervision and control of Lessor. As part of the operation and maintenance of the parking areas and sidewalks, Lessor shall be responsible for promptly removing snow and ice from all parking areas and sidewalks that serve the Premises, regardless of whether Lessee and/or tenant(s) take steps to remove snow or ice. Lessor shall also repair the parking lots as needed and remove or cure any dangerous conditions or hazards.

- (h) Lessor agrees to provide and pay for effective and safe pest control.
- (i) Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the Premises.
- (j) Lessor shall pay for any service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.

7. USE OF PREMISES

- (a) Lessee agrees to use the Premises only for office space, unless Lessor approves an alternative use.
- (b) Lessee shall have the right to allow use and occupancy of the Premises by any agency, entity, board, commission, official or employee of the State of Missouri, and may change and reassign tenants without approval of Lessor. Lessee may also assign or sublease its rights under this Lease, in whole or in part, to any governmental agency, non-profit corporation, or private entity providing services for on or in connection with the State of Missouri, subject to the same conditions of this Lease. Lessee may not otherwise assign or sublease its rights under this Lease without the written consent of Lessor.

8. ALTERATIONS AND IMPROVEMENTS BY LESSEE

- (a) Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises, which fixtures, additions or structures so placed upon or attached to the Premises shall be and remain the property of Lessee and may be removed and otherwise disposed of by Lessee. Any changes or alterations made by Lessee shall not weaken or cause structural injury to the Premises, and, upon termination or expiration of the Lease, Lessee shall return the altered part of the Premises to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by Lessor.
- (b) Lessor shall permit Lessee to install communication systems necessary for the conduct of Lessee's business and such systems shall remain the property of Lessee. Upon termination of this Lease, any data or telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.

9. PREMISES MAINTENANCE

- (a) Lessor shall, during the term of this Lease, maintain both the exterior and interior of the Premises in good condition and repair, and shall perform general maintenance and make repairs or replacements to all building elements, systems, equipment and fixtures promptly as becomes necessary. Lessor's maintenance obligation includes, but shall not be limited to, repair or replacement of the foundation, roof, floor slab, structural supports, exterior walls, windows, doors, electrical fixtures and equipment, HVAC systems, plumbing systems, sidewalks, parking lots, floor coverings, interior walls, ceilings, painting and decorating.
 - 1. At a minimum, damaged paint must be touched up annually, with a full repainting completed every five (5) years. Carpet/flooring shall be replaced every ten (10) years or sooner if holes or worn areas are present.

- (b) Lessor shall inspect all emergency and exit lighting systems, fire extinguishers, and heat and smoke detectors annually, and shall repair or replace any malfunctioning systems or equipment. The inspecting agent shall maintain a record of inspections and provide a copy to Lessee promptly following each inspection.
- (c) Lessor shall ensure that, at all times during the term of this Lease, the Premises are accessible, as defined by the Americans with Disabilities Act Standards for Accessible Design, and must follow the requirements of the most recent ADAAG Standards and all related regulations to the extent applicable to the Premises.
- (d) Lessor may enter the Premises to inspect and to make any necessary repairs at reasonable times and with the prior approval of Lessee's authorized representative.
- (e) In the event the Premises fall into disrepair due to Lessor's failure to maintain the Premises, Lessee shall notify Lessor in writing of the general nature of the disrepair. Lessor shall have fourteen (14) consecutive calendar days from the date of receipt such notice to take whatever measures are necessary to correct the disrepair to Lessee's reasonable satisfaction.
- (f) If, at any time during the term of this Lease, Lessee determines that the Premises do not comply with applicable building codes, that the condition of the Premises is disruptive to the services and program delivery of Lessee, or the building is not safe for occupancy, Lessee shall notify Lessor of the unacceptable condition(s) and Lessor shall correct or temporarily mitigate the unacceptable condition(s) within twenty-four (24) hours of receipt of the notice. Lessor shall have any such unacceptable condition(s) fully and permanently corrected within five (5) consecutive calendar days of the date of receipt of the notice provided by Lessee, or within an extension period granted at the option of Lessee.
- (g) If Lessor fails or neglects to take measures to correct disrepair or an unacceptable condition within the time periods set forth above, Lessee may, at its option, take measures to correct the disrepair or unacceptable condition and abate the cost of such corrective measures from the rent otherwise due or Lessee may withhold all rental payments pending correction of the disrepair without prejudice to other judicial remedies Lessee may seek.
- (h) If Lessor fails to correct disrepair within fourteen (14) days on more than one occasion or fails to remedy an unacceptable condition within five (5) days, Lessee may terminate this Lease without additional notice, vacate the Premises, and recover from Lessor any rent paid in advance for the period subsequent to the date that Lessee vacates the Premises, as well as the costs incurred by Lessee in vacating the Premises and in finding a new location.

10. DAMAGE OR LOSS OF PREMISES

- (a) Lessee agrees to pay for any damage to the Premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.
- (b) If the Premises or related or adjacent property or structures are damaged or destroyed by fire or other casualty so that the Premises become unusable or unsafe, the rent shall be abated or reduced in proportion to the remaining usable square footage, as mutually determined by Lessor and Lessee, until the Premises are restored by Lessor. Lessor shall not be obligated to repair or restore the Premises in the event of such damage. However, Lessor shall notify Lessee in writing of its intent concerning repair and restoration of the Premises within fifteen (15) calendar days after such damage. If Lessor elects not to repair or restore the Premises, or

if Lessor elects to repair or restore the Premises but the Premises are not restored to substantially as good a condition as prior to such damage within sixty (60) calendar days after such damage, Lessee may elect to terminate the Lease. If Lessee elects to terminate the Lease under this provision, it shall give Lessor ten (10) calendar days written notice of its intent to do so, and Lessor shall return to Lessee any rent paid in advance for the period after the effective date of such notice.

11. INDEMNIFICATION

Lessor shall indemnify and hold Lessee harmless from all liabilities, charges, expenses, and costs arising on account of, or by reason of, injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the Premises at the time of injury, unless such dangerous condition shall have been caused or created by, or have resulted from, the wrongful act or omission of any employee or agent of Lessee within the course of his/her employment or agency.

12. NOTICES

- (a) Any notice given pursuant to this Lease shall be in writing and shall be transmitted by United States mail, postage prepaid, or by e-mail. All notices shall be deemed to have been received three (3) business days after the date of posting if transmitted by U.S. mail, or upon sending if transmitted by e-mail, to the parties at the addresses given below.
- (b) Any notice to Lessee shall be sent to:

Office of Administration
Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102
FMDCRealEstate@oa.mo.gov

- (c) Any notice to Lessor shall be sent to:

City of Osage Beach
City Administrator
1000 City Parkway
Osage Beach, Missouri 65065
Jwoods@osagebeach.org

13. APPROPRIATIONS

Lessor and Lessee understand and agree that this Lease shall not be binding upon Lessee unless and until appropriations have been made by the Missouri General Assembly and such appropriated funds are received, and, if applicable, funds have been received from the United States Government for the payment of rent or for any other payment under this Lease for any fiscal period during the term of this Lease. In the event that sufficient funds are not appropriated or received, Lessee may immediately terminate this Lease and shall have no further obligation hereunder.

14. QUIET ENJOYMENT

Lessor shall, so long as Lessee fully complies with all of the terms and conditions of this Lease, permit Lessee to peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease.

15. GENERAL PROVISIONS

- (a) Lessor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Premises, with full power and authority to execute this Lease.
- (b) This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Missouri. Suit, if any, must be brought in the State of Missouri, in the county where the Premises is located.
- (c) The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors and assigns.
- (d) This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings of the parties with respect thereto, whether oral or written.
- (e) Except as may otherwise be expressly provided in this Lease, every amendment or modification to this Lease shall be in writing and executed by the parties.
- (f) Section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- (g) If any provision of this Lease or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:

Office of Administration

By: _____
Chuck Mayer (date)
Real Estate Services Manager
Facilities Management, Design and Construction

LESSOR:

City of Osage Beach

By: _____
Michael Harmison (date)
Mayor

mm:sn

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to change the date of the July 4, 2024, 5:30 PM, Board of Aldermen meeting to July 3, 2024, 5:30 PM, due to the observed holiday.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

In accordance with section 110.110, the Board of Aldermen may dispense with, or reschedule, any regular meeting, but at least one meeting must be held in each calendar month.

Deadline for Action:

Yes - This would allow for time to place on the calendar and inform the public of the change in meeting date.

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:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Jeana Woods, City Administrator
Presenter: Mike Raye, HR Generalist

Agenda Item:

Motion to direct staff to proceed with the necessary steps to join the Missouri LAGERS retirement program.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed FAQs and Comparisons.

City Attorney Comments:

Not Applicable

City Administrator Comments:

It was requested at the previous Board of Aldermen meeting to address the decision related to moving to the Missouri LAGERS retirement plan or maintaining our existing retirement plan. **Approving the motion** directs staff to move to the next steps in joining LAGERS (further ordinances and decisions by the Board on said plan would follow in the upcoming months); voting the motion **down**, maintains our existing retirement plan, a Defined Contribution Plan with Mission Square.

Comparison:

Defined Contribution (Mission Square)	Defined Benefits (LAGERS)
All employees enjoy same benefits	Varying benefits based on employee group
Elected Officials are eligible	No Elected official coverage
Retirement Specialist and Certified Financial Planner	Webinars, Pre-retirement workshops
\$0 Annual Plan Fee	\$1,750 Annual Actuarial Review
Individual Accounts	Pooled Plan Account
Employees select their investments	LAGERS controls investment decisions
Access to vested funds prior to retirement (Loans, Withdrawals)	No access to funds
All employee contributions and vested employer contributions able to roll out	Portable to employer that has LAGERS
Age 55 retirement for all employees	Age 60 General Employees, 55 Police
No Unfunded Liability	May have unfunded liability based on service buyback
Personal time can convert to retirement \$\$\$\$	Personal time does not convert nor paid out
Ability to change providers as needed	LAGERS for lifetime
Can set FY budget in advance	LAGERS will determine contribution rate for following year
FY2024 Budget \$603,280	Middle of the road plan with Employee 4% contribution would start at \$708,000 with no service buyback



FAQs

- **What is the upfront set up costs?**

No “Up-Front” Lump sum or Start up fees for Lagers. Cost is based on employee group and elected benefits.

- **Cost for initial LAGERS valuation?**

Cost for this quote was \$1,750.00 (Actuarial review report cost)

- **Retirement Age with LAGERS:** (Current plan, age 55 all employees)

- o General Employees 60
- o Police Employees 55
- o Public Safety Employees 55* *Optional, to include Ambulance and Dispatch*

- **Can General Employees retire at age 55 with LAGERS?**

For General employees to retire early with LAGERS (60 to 55), it would be considered “Early” Retirement with Reduced Benefits

- **Regarding Rule of 80, do you have to buy back prior service at 100%?**

NO

Prior Service Note:

If the 0% option, the employees would still receive credit in LAGERS for all their time with the City of Osage Beach toward vesting in LAGERS, but their employment before the city joins LAGERS would not count toward their benefit calculation. Employees that become vested in LAGERS would have the option to individually purchase their previous service not covered by the employer. They may use funds from another retirement account to purchase their previous service.

- **Options regarding failure to make payments?**

There are no options on failure to make monthly payments. The rate given from the annual actuarial review determines the monthly contributions required by the City.

- o Can we lower the plan to a cheaper plan?
Once every 2 years with LAGERS | ICMA we can reduce contribution.
- o What about PBGC (Pension Benefit Guaranteed Corporation) insurance?
PBGC covers private employer entities.

- **Are benefits provided to employees with less than 1000 annually?**

Both LAGERS and Mission Square have eligibility requirements that must be met.

- **Are elected officials covered on this program?**

ICMA provides benefit; Elected officials would not meet the LAGERS eligibility requirements.

- **What does it mean to be an active member in LAGERS?**

To be eligible for active membership with LAGERS, you must work in a LAGERS covered department and work above a certain number of hours set by your employer. You become eligible

to receive a benefit once you become vested and reach retirement age. Members are vested at 5 years.

- **Eligibility can be changed every 2 years, but this is just the rule of 80?**

ICMA Annually | LAGERS - Multiple plan decisions can be changed every 2 years.

- **Employee Funding – are all employees the same %?**

Both Retirement programs are funded based on a % of employee salary. Percentage varies based on Employee Groups.

- **Disability? Any job or just yours? Do we have to have this coverage since we have Workers Compensation/Social Security?**

Currently the City offers a Short-Term and Long-Term disability plan through Principal.

LAGERS-The disability cost rate is paid by all employers into a pool for employees to receive benefits for disabilities and duty-related deaths. There are non-duty and duty disability allowances.

- **Prior service paid credit of 0%?**

If the City chooses not to ‘buy’ credit (electing 0% Prior Service Coverage) towards a LAGERS benefit for time the employees worked prior to the City joining LAGERS, employees may be able to use their current Mission Square account to buy service time from LAGERS. Options may be limited to avoid a duplication in benefits as prohibited by Missouri State Statutes.

- **ICMA has been the defined contribution benefit plan provider since inception, so isn’t that the prior benefit coverage?**

No. The City can choose Prior Service Coverage, this allows the City to give credit towards a LAGER benefit for the time the employees worked prior to the City joining LAGERS. Instead of the City paying the service credit, employees may be able to use their current Mission Square account to buy service time from LAGERS. Options may be limited to avoid a duplication in benefits as prohibited by Missouri State Statutes.

- **Past service paid over 30 years at what interest rate?**

This is an actuary calculation based on the unfunded actuarial accrued liability for said past service.

- **Can we keep the current ICMA and no need for prior service coverage?**

The City can choose to keep the 457(b) and IRA plan, which are funded entirely by the employee. The City cannot contribute to both a defined contribution plan and the LAGERS defined benefit plan. The City must decide on the one-time election regarding Prior Service Coverage (0%, 25%, 50%, 75%, or 100%). The LAGERS initial valuation includes actuarial cost estimates for 0% and 100%.

- **Are all actuarial tables based on 100% prior service so would all need to be changed?**

The LAGERS initial valuation includes actuarial cost estimates for 0% and 100%.

- **How are the 5-year FAS tables as seen in the Osage Beach Initial Valuation document calculated?**

Pages 4 – 7 in the Osage Beach Initial Valuation document show the City’s cost by percent of salaries for various elections to be made by the City. Cost estimates are on pages 8 – 11 based on actual City salary details on a given date, at the time of the evaluation. The rates are based on standard actuarial models, so all employees do not cost the same amount; Employees salaries are different as well as age, and current length of service.

- **What is the Summary of Financial Assumptions based on?**

The assumptions outlined in the Osage Beach Initial Valuation document, specific to pages 14 – 16, are based on National Generally accepted Accounting Principles (GAAP), assumptions adopted by the LAGERS Board of Trustees, and actuarial models.

- **What age is Social Security (SS) based on?**

SS is based currently on 65.5 and moving to 67 years of age. If you are born after 1960, full retirement age at 67 years.

- **Are Loans allowed under LAGERS?**

Loans or early withdrawals with LAGERS is NOT an option.

- **What happens to current employee loans if we move from Mission Square to LAGERS?**

Current loans with ICMA would be considered a taxable distribution for the year the account closes.

- **How happens with forfeiture account funds?**

Actual investment return rate is credited to the LAGERS benefit reserve fund.

- **The City currently offers a benefit of transferring accrued leave into dollars, and deposited into said employee’s retirement account (based on years of service and minimum accrued personal time), what happens to that benefit?**

Under LAGERS, this would no longer be a benefit; this city benefit would require modification. Personal time (leave time) cannot be converted to dollars for additional LAGERS deposit, as we currently do under our defined contribution plan.

- **Is vesting prorated per year?**

No. An employee is vested in LAGERS and becomes guaranteed to receive a benefit when they earn 60 months (5 years) of credited service with one or more LAGERS employer(s). Employees under our current Mission Square plan are vested a portion each year; 1 year=20% through 5 Years=100%.

- **How is LAGERS vesting effected by separation and rehire under 5 years of service?**

If an employee leaves the City (under LAGERS) within 5 years, AND if lump sum distribution is taken at time of separation by said employee (their contribution %), employee would have to buy their service time back from LAGERS if they were re-hired.

- **How will LAGERS vesting affect current employees?**

If the City elects 0% Prior Service Coverage, employees will be vested in LAGERS upon 5 years of employment under the plan.

- **How do market swings affect the cost of LAGERS?**

The annual actuarial review determines the monthly contributions to LAGERS required by the City. Changing the level of benefits (allowed every two years) and requiring employees to contribute are modifications that can be made to affect the City's annual cost of the LAGERS plan, once a member.

- **Is the LAGERS benefit for the life of the employee?**

Yes. Employees can choose to take a reduced benefit at retirement for spouse to continue receiving a reduced amount of income, upon death. Under our current defined contribution plan with Mission Square, retirement funds are part of the employee's financial assets and net worth, and are transferred to beneficiaries, upon death; if no beneficiaries, financial assets become a part of the decedent's estate.

- **How do we leave our current defined contribution plan with Mission Square?**

If the City should choose to leave ICMA/Mission Square, a letter of instruction would need to be drafted, signed by the Administrator, and sent to Mission Square with 30 days' notice. Within 1 year, employees would be forced to roll their 401(a) accounts out of Mission Square to a different custodian. If we keep the 457 and IRA with Mission Square (the employee contribution plans), employees can keep those accounts moving forward.

- **What LAGERS provided plan best matches our current defined contribution plan?**

LAGERS Benefit elections are based on the pre-set Life Programs, i.e. L-1, L-3, etc., and based on percentages of salaries by employee groups. The City currently has committed to contributing 9% to our defined contribution plan, should the employee contribute 3%. Referring to the Osage Beach Initial Valuation document, page 4, percentages quoted in the valuation L-7 Benefit Program best match the City's current contribution percentage. For Public Safety employee group (the highest contribution %), with 0% prior service cost, with 2% employee contribution, the City would contribute 9.2%; for General employee group, same factors, the City would contribute 8.4%. Total cost to City for the LAGERS L-7, based on the valuation of salaries at that time, \$797,904, no prior service (with prior service credit at 100%, add \$226,580). Current Mission Square retirement 401 expenditures for same period, assuming the 9%, would be approximately \$475,000.

- **How would a change affect current employees?**

Current employees would be affected differently and based on expected years of service with the City from the beginning of the LAGERS plan (or other LAGERS employer).

- For example, if a change to LAGERS is made, the City's committed 9% retirement benefit will cease to fund a defined contribution plan, and assuming NO prior service is covered/credited by the City in LAGERS, the earlier you are in your career the larger the benefit you will likely receive from LAGERS (the longer you work, the higher your salary, the higher the amount of pension) (upon vested). The closer you are to retirement and/or latter end of your career, the least benefit you will receive from LAGERS, once you are 5-year vested (not vested = no LAGERS benefit).
- Current Employee Year of Service: < 5 years = 52%; 5 – 9 years = 20%; 10 – 14 years = 6%; 15+ years = 22%

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of a used 2018 Ditch Witch SK1550 mini skid steer from United Rentals for an amount not to exceed \$37,775.92.

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:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774255 Machinery & Equipment

FY202X Budgeted Amount: \$66,339

FY202X Expenditures to Date (04/08/24): (\$5,567)

FY202X Available: \$60,772

FY202X Requested Amount: \$12,591.97

Budget Line Item/Title: 30-00-774255 Machinery & Equipment

FY202X Budgeted Amount: \$226,280

FY202X Expenditures to Date (04/08/24): (\$47,677)

FY202X Available: \$178,603

FY202X Requested Amount: \$12,591.97

Budget Line Item/Title: 35-00-774255 Machinery & Equipment

FY202X Budgeted Amount: \$306,500

FY202X Expenditures to Date (04/08/24): (\$7,078)

FY202X Available: \$299,422

FY202X Requested Amount: \$12,591.98

Department Comments and Recommendation:

The City is purchasing this used 2018 Ditch Witch SK1550 from United Rental through a Sourcewell based contract (062320). We have demoed the exact machine we will purchase and feel very comfortable with this vendor. The cost savings on the machine justify purchasing it used. However, we will still need to purchase the attachments and a trailer for the mini skid steer out of the same "mini skid steer w attachments" line item. The budgeted machine falls under Mini Skid Steer w Attachments within Machinery & Equipment. The machine will cost the city \$37,775.92.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

BRANCH 882
14 BLUE RIDGE RD
KAISER MO 65047-2016
573-693-9044

SALE QUOTE

231681889

Job Site

TAN TARA
STATE ROUTE KK
OSAGE BEACH MO 65065

Office: 573-302-2000 Job: 573-302-2000

CITY OF OSAGE BEACH
ATTENTION: ACCOUNTS PAYABLE
1000 CITY PKWY
OSAGE BEACH MO 65065-3058

Customer # : 1178169
Quote Date : 04/03/24

UR Job Loc : STATE ROUTE KK, OSAG
UR Job # : 5
Customer Job ID :
P.O. # :
Ordered By : NATHAN EARP
Written By : TANNER JACKSON
Salesperson : TANNER JACKSON

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	118886CC CC: 903-0016 SKID STEER MINI 1100-1999# DSL TRACKED Make: DITCHWITCH Model: SK1550 Model Year: 18 HR OUT: 1247.000	37775.92 Serial #: DWPSK155TJ0000454	37775.92
			Sub-total: 37775.92
			Total: 37775.92
CONTACT: NATHAN EARP CELL#: 573-280-2473			
SOURCEWELL BASED CONTRACT 062320 URI			

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 18, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Discussion - Accepting Manor Circle into the City Inventory after repairs are made and the future of private road collaboration with the Osage Beach Special Road District.

Requested Action:

Discussion - Manor Circle and Private Roads

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:

The residents of Manor Circle are preparing to work with the Special Road District to have the road repaved. It will not meet our design guidelines. See attached notes from Cochran Engineering, Map of Manor Circle, and last year's Road Assessment SpreadSheet. This is the new model for how the Special Road District will operate.

Direction is needed as to accepting roads into City inventory that do not meet our design guidelines, as addressed in the Osage Beach Design Guidelines Section 5 and refer to City Code Chapter 510, Sections 510.010 - 510.035 regarding Board of Aldermen acceptance of roads into the public road system.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

Manor Circle



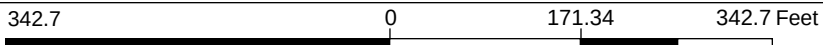
Legend

-  Interstate Highway
-  US Highway
-  Numbered State Highway
-  Lettered State Highway
-  Road
-  Parcel
-  Corporate Limit Line
-  Land Hook
-  DASHED LAND HOOK
-  SOLID LAND HOOK
-  Section
-  County Boundary

1 in. = 171ft.



Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Manor Circle is approximately 1,360 feet of private street. The street is a circle which connects to Wilson Drive at both ends. The residents are planning to improve the street with an asphalt overlay and areas of full depth pavement repair. The street is classified as a local street with less than 400 ADT. As it stands, the street, does not conform to the City's Design Guidelines Section 5. The following characteristics do not conform to the City's standards. Street width varies between 14-20 feet without curb & gutter or sidewalk. Steep grades are present in two areas, with the maximum grade being 21%. Furthermore, there are several trees and utility poles within the three feet buffer space outlined in Section 6 of the Design Guidelines.

Both intersections at Wilson Drive have a stop sign posted. The City has infrastructure located along the road, including water, sewer and lift stations.

The section of street in front of the Cedar Mill Lodge Condominium has an on-street parking area. This area would remain private, however there is no delineation between the street and parking. There is a section of curb along the uphill side extending the duration of condo. This curb is approximately 600 feet long and serves to direct storm water to curb cut locations; before running across Manor Circle and into a private storm sewer in front of the condos. For the most part, storm water is directed away from road and into collection ditches. There is an 18-inch CMP and 12-inch CMP culvert which collect water from the enclave. It should be noted a vertical bend is installed on the 18-inch pipe. Generally, the drainage of the street does not conform to the City's standards. Residents are aware of the drainage issues, however, at this time, they do not intend to complete any improvements. If this street is accepted into City inventory, it has been made clear to the residents that no drainage improvements are planned at this time.

According to Camden County GIS, right-of-way along the street varies between 20 feet and 40 feet wide. The City's minimum standard right-of-way width is 40 feet. An overview map of the street is included.

The residents intend to complete all the street improvements with assistants from the Osage Beach Special Road District. After improvements, the residents wish to transfer the right-of-way to the City in order to have the street accepted into inventory.

If accepted into inventory, the street should have a 10-mph speed limit sign posted and fog lines painted on either side of the road.

City of Osage Beach Assessment Scoring					
ROAD NAME	ROAD CONDITION 25 MAX	STORM DRAINAGE 15 PT	HOMES ON RD 2PTS/EA	TOTAL	COMMENTS
Clearwood	23	13	10	46	Partial pavement
Sumach Ln	24	11	10	45	Next to Mulberry - No draining
Melba Cir	20	15	10	45	No draining
Dempsey Dr	18	9	18	45	End at Rd Impassable
Twin Lakes Ln	23	12	10	45	
End of Red Bud (Rodney Lingo)	17	7	18	42	Port of call in Middle
Aver	17	8	16	41	Not on OB SP Rd sheet Dirt ditches, some crossover
Alona Pt	5	8	26	39	
Buck Lane	19	11	8	38	
Pennel Ln	20	9	6	35	Not on OB SP Rd sheet
Driftwood Ln	15	7	12	34	
Old Toy	12	9	10	31	Not on OB SP Rd sheet
Knight Crt	20	4	6	30	
Brook Hollow	20	6	4	30	
Patrick Ln	10	5	12	27	
Penny Ln	16	4	6	26	
Mulberry	11	6	4	21	(next to Sumach) Not on OB SP Rd sheet
Executive Dr	5	4	12	21	All Businesses
Copper Crt	8	4	4	16	
ROAD CONDITION	STORM DRAINAGE				
INADEQUATE 20-25	INADEQUATE - 10 -15				
POOR 15-19	FAIR - 5 - 9				
FAIR 10-14	GOOD 1 - 4				
GOOD 1-9					

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights, Erosion Control, Water, and Sewer (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Erosion Control, Water, and Sewer – Pending completion, Possible Public Forum/Comment Period in the upcoming month.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee Survey Update
 - Employee 360 Feedback Process
 - Pending launch; upcoming.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - 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.