

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

September 19, 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

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 4 ► Minutes of Board of Aldermen meeting September 5, 2024

Pg 7 ► Bills List - September 19, 2024

UNFINISHED BUSINESS

Pg 28 A. Bill 24-57 - 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. 424. *Second Reading*

Pg 52 B. Bill 24-60 - 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*

Pg 64 C. Bill 24-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$157,750.00. *Second Reading*

NEW BUSINESS

Pg 73 A. Discussion - Ballparks National

Pg 74 B. Bill 24-62- An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with First Mid Bank & Trust. *First Reading*

Pg 163 C. Bill 24-63 An Ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Hood & Associates CPAS, P.C. for Auditing Services Annual Comprehensive Financial Reports (ACFR), for the years 2024 through 2028. *First Reading*

Pg 188 D. Bill 24-64- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Land Divisions for the City Park Slope Stabilization Project for an amount not to exceed \$44,000.. *First Reading*

Pg 199 E. Presentation - Route 42 ADA TAP Project

Pg 228 F. Presentation - Water Report Review

STAFF COMMUNICATIONS

Pg 250 A. Department Update List - September 19, 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.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
September 1, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, September 1, 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 Celeste Barela and Alderman Bob O'Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Public Works Operations Manager Zak Wilbur, Building Official Ron White, City Planner Cary Patterson, HR Generalist Maddie Mousseau, IT Manager Mikeal Bean, City Engineer Drew Bowens.

PROCLAMATIONS

Proclamation authorizing the Mayor to proclaim Constitution Week September 17-23, 2024.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 24-55. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 24-55 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela, Alderman O'Steen and Alderman Ross". Bill 24-55 was passed and approved as Ordinance 24-55.

NEW BUSINESS

Public Hearing -- Rezoning Case 424 by Topsider Condominiums, LLC.

Alderman Rucker made a motion to close the Public Hearing on the Rezone Case 424 Topsider Condominiums, LLC. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote.

Bill 24-57 - 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. 424. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 24-57. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Bill 24-58 - An ordinance of the City of Osage Beach, Missouri, authorizing an extension to the design services agreement with Engineering Surveys & Services for the Hwy 42 Sidewalk project. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-58. This motion was seconded by Alderman Rucker. Motion passes with voice vote.

Alderman Barela made a motion to approve the second reading of Bill 24-58. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-58 and to pass same into ordinance:

“Ayes”, Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela, Alderman O’Steen and Alderman Ross”. Bill 24-57 was passed and approved as Ordinance 24-57.

Bill 24-60 - 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. First Reading

Alderman Hoffman made a motion to approve the first reading of Bill 24-60. This motion was seconded by Alderman Ross. Mayor Harmison asked for a roll call vote “Ayes” Alderman Marose, Alderman Hoffman, Alderman Rucker, and Alderman Ross. “Nays” Alderman Barela, Alderman O’Steen.” Motion passes 4 Ayes and 2 Nays.

Bill 24-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$157,750.00. First Reading

Alderman Hoffman made a motion to approve the first reading of Bill 24-61. This motion was seconded by Alderman Ross. Mayor Harmison asked for a roll call vote “Ayes” Alderman Marose, Alderman Hoffman, and Alderman Ross. “Nays” Alderman Barela, Alderman O’Steen and Alderman Rucker.” Motion passes 3 Ayes and 3 Nays. Mayor Harmison broke the tie with an Aye vote. Bill 24-61 passes with 4 Aye and 3 Nays.

Motion to approve the purchase of mini skid steer attachments and trailer from Ditch Witch for a price not to exceed \$29,696.76.

Alderman Rucker made a motion to approve the purchase of mini skid steer attachments and trailer from Ditch Witch for a price not to exceed \$29,696.76. This motion was seconded by Alderman Ross. Motion passes with voice vote

Motion to approve the renewal of our O365 licenses through Forward Slash Technologies for an amount not to exceed \$29,231.78.

Alderman Barela made a motion to approve the renewal of our O365 licenses through Forward Slash Technologies for an amount not to exceed \$29,231.78. This motion was seconded by Alderman Marose. Motion passes with voice vote

STAFF COMMUNICATIONS

Department Staff List - 9/5/2024
City Administrator Lake – Sent out budget invites and Board Training has been set up.
IT Manager Bean – Recognized Travis Jenkins and welcome him to the team.
HR Generalist Mousseau – The City has been interviewing and promoting April White to Assistant City Administrator and Abby Berreth to HR Coordinator.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker –would like to see the County get a lodging tax question possibly an on of the next election ballots.

All the Aldermen and Staff sent out Condolence to the Carson Family and all Osage Beach Police Officers and 911 operators.

EXECUTIVE SESSION

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

And

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (2) Leasing, Purchase, or Sale of Real Estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

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

No announcements were made following the closed session.

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

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:35 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on September 5, 2024, and approved September 19, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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

**CITY OF OSAGE BEACH
BILLS LIST
September 19, 2024**

Bills Paid Prior to Board Meeting	\$	560,176.87
Payroll Paid Prior to Board Meeting	\$	196,758.45
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	\$	255,199.77
Total Expenses	\$	1,012,135.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	3,294.00
			ADJUST PAYROLL DEDUCTIONS	256.00
			ADJUST PAYROLL DEDUCTIONS	43.00
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	726.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premium	135.00
			Dental Insurance Premium	144.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,240.80
			Health Insurance Contribut	950.40
			Health Insurance Contribut	950.40
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	34.00
			Vision Insurance Contribut	64.00
			Vision Insurance Contribut	64.00
		MO DEPT OF REVENUE	State Withholding	5,458.00
		INTERNAL REVENUE SERVICE	Fed WH	15,193.09
			FICA	10,984.03
			Medicare	2,568.86
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.07-
			Pre-Paid Legal Premiums	97.18
			Pre-Paid Legal Premiums	97.18
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	69.40
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirment 457 &	5,726.49
			Retirement 457	2,384.60
			Loan Repayments	157.02
			Loan Repayments	68.08
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	277.69
			Loan Repayments	380.72
			Loan Repayments	38.24
			Loan Repayments	38.24
			Retirement Roth IRA	327.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	72.92
			American Fidelity	1,489.05
			American Fidelity	2,005.11
			American Fidelity	774.77
			American Fidelity	1,011.51
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	20.67
			Flexible Spending Accts -	105.00
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	23.73
			Texas Life After Tax	116.88
			Texas Life After Tax	176.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	83.59
			ADJUST PAYROLL DEDUCTIONS	160.61
			Group Life Ins and Buy Up	18.96
			Group Life Ins and Buy Up	38.67
		OPTUM BANK INC	HSA Contribution	350.83
			HSA Family/Dep. Contributi	<u>2,624.96</u>
			TOTAL:	64,477.08
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,452.90
		RUCKER, KEVIN	MEDICAL REIMB 2024-2025	<u>250.00</u>
			TOTAL:	1,764.90
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO CITY/COUNTY MANAGEMENT ASSC	2024 MCMA MEMBRSH-P-D. LAKE	150.00
			2024 MCMA MEMBRSH-P-A. WHIT	150.00
		INTERNAL REVENUE SERVICE	FICA	1,935.79
			Medicare	452.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	725.78
			Retirement 401	1,885.51
			Retirement PTO Conversion	10,000.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	46.97
			Group Life Ins and Buy Up	46.97
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	20,445.37
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.39
			Health Insurance Contribut	935.39
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	209.44
			Medicare	48.98
		MISSIONSQUARE RETIREMENT	Retirement 401%	105.61
			Retirement 401	211.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	2,684.81
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,247.22
			Health Insurance Contribut	1,247.22
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	584.41
			Medicare	136.68
		MISSIONSQUARE RETIREMENT	Retirement 401%	291.90
			Retirement 401	583.79
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	31.70
			Group Life Ins and Buy Up	31.70
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	6,070.74
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	109.00
			Medicare	25.49
		MISSIONSQUARE RETIREMENT	Retirement 401%	54.65
			Retirement 401	109.29
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.05
			Group Life Ins and Buy Up	6.05
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,657.67
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	379.60
			Medicare	88.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401	373.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,654.52
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	606.07
			Medicare	141.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.77
			Retirement 401	613.45
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.08
			Group Life Ins and Buy Up	29.08
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	7,880.38
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	67.79
			Medicare	15.85
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 7/17-8/15/24	30.00
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	<u>175.00</u>
			TOTAL:	288.64
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,435.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	545.52
			Medicare	127.58
		MISSIONSQUARE RETIREMENT	Retirement 401%	208.76
			Retirement 401	475.80
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	26.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 8/12/24	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 7/15-8/13	28.86
			CP MAINT BLDG 7/15-8/13/24	44.65
			CP #2 DISPLAY C 7/15-8/13/	12.16
			CP SOCCER FIELDS 7/15-8/13	23.07
			CP #2 DISPLAY D 7/15-8/13/	12.16
			CP BALL FIELDS 7/15-8/13/2	1,297.14
			CP #2 DISPLAY B 7/15-8/13/	13.58
			CP #2 DISPLAY A 7/15-8/13/	13.71
			CP #2 IRRIG PUMP 7/15-8/13	12.16
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	27.62
			Group Life Ins and Buy Up	27.62
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	200.00
		OPTUM BANK INC	HSA Contribution	150.00
			TOTAL:	6,021.86
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	11.00
			Dental Insurance Premiums	11.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	311.79
			Health Insurance Contribut	311.79
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	198.16
			Medicare	46.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	97.75
			Retirement 401	195.52
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	7.89
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		CAPITAL ONE, N.A.	ICE CREAM- PW	59.69
			WATER & GATORADE	71.88
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	37.50
			TOTAL:	2,029.90
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	374.00
			Dental Insurance Premiums	374.00
			Dental Insurance Premium	54.00
			Dental Insurance Premium	54.00
			Health Insurance Contribut	2,296.00
			Health Insurance Contribut	2,296.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
		INTERNAL REVENUE SERVICE	FICA	4,625.11
			Medicare	1,081.67
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,087.10
			Retirement 401	4,605.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	200.97
			Group Life Ins and Buy Up	200.97
			Short Term Disability Ins	192.40
			Short Term Disability Ins	192.40
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	<u>1,125.00</u>
			TOTAL:	39,158.23
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	914.00
			Medicare	213.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	235.12
			Retirement 401	715.75
		AT&T INTERNET/IP SERVICES	911 MOSWIN INTERNET 8/11/2	411.18
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	29.86
			Group Life Ins and Buy Up	29.86
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	6,780.56
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	214.82
			Medicare	50.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401	214.90
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.36
			Group Life Ins and Buy Up	12.36
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,003.27
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	253.41
			Medicare	59.27
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.92
			Retirement 401	251.54
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	14.46
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,458.02
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	340.91
			Medicare	79.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.48
			Retirement 401	336.47
		AT&T INTERNET/IP SERVICES	LCF INTERNET 2024 FINAL	647.39
			PARK INTERNET 2024 FINAL	450.28
			GG INTERNET 2024 FINAL	398.13
			CH INTERNET 2024 FINAL	712.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.41
			Group Life Ins and Buy Up	18.41
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,518.63
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.48
			Dental Insurance Premiums	117.48
			Dental Insurance Premium	2.92
			Dental Insurance Premium	2.91
			Health Insurance Contribut	155.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	155.10
			Health Insurance Contribut	198.40
			Health Insurance Contribut	198.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		MO DEPT OF REVENUE	State Withholding	438.31
		INTERNAL REVENUE SERVICE	Fed WH	810.88
			FICA	970.99
			Medicare	227.07
		MISSIONSQUARE RETIREMENT	Retirment 457 &	549.66
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	65.75
			American Fidelity	2.05
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	17.24
			Texas Life After Tax	17.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	10.85
			Group Life Ins and Buy Up	32.53
		OPTUM BANK INC	HSA Contribution	12.15
			HSA Family/Dep. Contributi	67.08
			TOTAL:	4,271.81
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.48
			Dental Insurance Premiums	117.48
			Dental Insurance Premium	2.91
			Dental Insurance Premium	2.92
			Health Insurance Contribut	92.93
			Health Insurance Contribut	93.02
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	2,082.82
			Health Insurance Contribut	2,082.82
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		INTERNAL REVENUE SERVICE	FICA	970.99
			Medicare	227.09
		MISSIONSQUARE RETIREMENT	Retirement 401%	324.64
			Retirement 401	852.59
		FOUR SEASONS PLUMBING, LLC	BEACH DR DRAINAGE OB23-018	49,553.65
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.64
			Group Dependent Life Ins	4.64
			Group Life Ins and Buy Up	12.26
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	32.81
			Group Life Ins and Buy Up	32.82
			Short Term Disability Ins	51.75
			Short Term Disability Ins	49.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAPITAL ONE, N.A.	MATERIALS FOR PAINT SPRAYE	22.85
			GATORADE & PROPEL	49.46
			GIS ANDROID TABLET	38.38
		DON SCHNIEDER EXCAVATING CO INC	BLUFF DR SHLDR IMPROV OB22	7,320.75
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	58.33
		OPTUM BANK INC	HSA Contribution	12.15
			HSA Family/Dep. Contributi	400.50
		BOMGAARS SUPPLY INC	OVERALLS,HOODIE,BOOTS-HERNA	339.97
			OVERALLS- D. STEIN	<u>119.99</u>
			TOTAL:	68,034.30
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	12.17
			Dental Insurance Premium	12.17
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	79.00
			Health Insurance Contribut	79.00
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.70
			Vision Insurance Contribut	2.70
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		MO DEPT OF REVENUE	State Withholding	486.73
		INTERNAL REVENUE SERVICE	Fed WH	1,280.70
			FICA	964.55
			Medicare	225.60
		MISSIONSQUARE RETIREMENT	Retirment 457 &	709.12
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	206.24
			American Fidelity	121.68
			American Fidelity	59.38
			American Fidelity	84.28
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.25
			Group Life Ins and Buy Up	24.73
			Group Life Ins and Buy Up	16.27
			Group Life Ins and Buy Up	44.21-
		OPTUM BANK INC	HSA Contribution	121.85
			HSA Family/Dep. Contributi	<u>80.62</u>
			TOTAL:	5,210.61
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	12.17
			Dental Insurance Premium	12.17
			Health Insurance Contribut	675.13
			Health Insurance Contribut	674.97
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	829.39
			Health Insurance Contribut	829.39
			Vision Insurance Contribut	16.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.71
			Vision Insurance Contribut	2.71
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		GOEHRI, GEORGE	AUG INSURANCE PREMIUM	71.70
			SEPT INSURANCE PREMIUM	71.70
		INTERNAL REVENUE SERVICE	FICA	964.55
			Medicare	225.60
		MISSIONSQUARE RETIREMENT	Retirement 401k	431.21
			Retirement 401	960.44
		AMEREN MISSOURI	6186 FIRE ST WELL 7/30-8/2	6,782.78
			LK RD 54-59 WELL 7/29-8/27	50.39
			SWISS VLG WELL 7/29-8/27/2	3,493.16
		DEVORE, CALEB	MILEAGE REIMB 8/29/24	29.48
			MILEAGE REIMB 8/31-9/1/24	58.96
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.56
			Group Dependent Life Ins	3.56
			Group Life Ins and Buy Up	7.04
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	33.85
			Group Life Ins and Buy Up	33.85
			Short Term Disability Ins	44.57
			Short Term Disability Ins	42.04
		STOUFER, TOMMIE L	MILEAGE REIMB 8/23-8/30/24	50.25
		CAPITAL ONE, N.A.	GATORADE & PROPEL	49.46
			GIS ANDROID TABLET	38.38
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	58.33
		OPTUM BANK INC	HSA Contribution	88.20
			HSA Family/Dep. Contributi	249.75
			TOTAL:	20,026.67
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	38.91
			Dental Insurance Premium	47.92
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	8.65
			Vision Insurance Contribut	10.65
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		MO DEPT OF REVENUE	State Withholding	764.96
		INTERNAL REVENUE SERVICE	Fed WH	1,790.87
			FICA	1,605.17
			Medicare	375.43
		MISSIONSQUARE RETIREMENT	Retirment 457 &	701.68
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	45.40
			American Fidelity	16.27-
			American Fidelity	10.78
			American Fidelity	10.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	24.97
			Group Life Ins and Buy Up	24.97
		OPTUM BANK INC	HSA Contribution	162.15
			HSA Family/Dep. Contributi	<u>253.13</u>
			TOTAL:	6,946.87
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	38.92
			Dental Insurance Premium	47.91
			Health Insurance Contribut	953.94
			Health Insurance Contribut	2,389.01
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	1,452.99
			Health Insurance Contribut	1,452.99
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	8.64
			Vision Insurance Contribut	10.64
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	1,605.17
			Medicare	375.41
		MISSIONSQUARE RETIREMENT	Retirement 401%	497.38
			Retirement 401	1,581.86
		FOUR SEASONS PLUMBING, LLC	LIFT STATION REHAB OB23-01	209,779.64
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,748.43
			GRINDER PUMPS & LIFT STATI	9,433.63
			GRINDER PUMPS & LIFT STATI	5,308.45
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	7.85
			Group Life Ins and Buy Up	1.74
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	54.74
			Group Life Ins and Buy Up	73.40
			Short Term Disability Ins	59.08
			Short Term Disability Ins	86.24
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT- 54-3 ROCK	1,172.00
			GENERATOR MAINT- 29-5 PASS	1,045.00
			GENERATOR MAINT- 53-1 NORM	1,041.00
			GENERATOR MAINT- KK4-9	975.00
			GENERATOR MAINT- CITY HALL	819.00
			GENERATOR MAINT- KK3-7	1,011.00
			GENERATOR MAINT- KK1-A	751.00
			GENERATOR MAINT- 54-7 SAND	2,747.00
			SVC CALL - 54-7 SANDS	406.63
		CAPITAL ONE, N.A.	GATORADE & PROPEL	49.45
			GIS ANDROID TABLET	38.38
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	58.33
		OPTUM BANK INC	HSA Contribution	199.65
			HSA Family/Dep. Contributi	<u>324.75</u>
			TOTAL:	254,254.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			State Withholding	472.00
		MO DEPT OF REVENUE	Fed WH	1,368.73
		INTERNAL REVENUE SERVICE	FICA	1,294.95
			Medicare	302.85
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirment 457 &	345.20
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	83.34-
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
			TOTAL:	5,707.59
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	1,294.95
			Medicare	302.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	303.23
			Retirement 401	921.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	20.26
			Group Life Ins and Buy Up	20.26
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	8,813.29
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	253.20
		INTERNAL REVENUE SERVICE	Fed WH	492.57
			FICA	501.40
			Medicare	117.27
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.41
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Contribution	57.50
			HSA Family/Dep. Contributi	<u>153.33</u>
			TOTAL:	2,449.00
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RUNWAY LTS 7/29-8/27/2	26.93
			AP FIREHOUSE 7/29-8/27/24	36.24
		INTERNAL REVENUE SERVICE	FICA	501.40
			Medicare	117.27
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.40
			Retirement 401	469.17
		DISH NETWORK	SERV 8/29-9/28/24	94.86
		MO PETROLEUM TANK INSURANCE FUND	POLLUTN LIAB NEW TNK 2024-	100.00
		DINSDALE, TY	MEAL REIMB 4 STATES-DINSDA	27.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	6.63
			Group Life Ins and Buy Up	6.63
			Short Term Disability Ins	34.04
			Short Term Disability Ins	34.04
		CAPITAL ONE, N.A.	ICE	22.56
			ICE	33.84
			ICE	26.32
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	80.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
			TOTAL:	6,926.31
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	77.80
		INTERNAL REVENUE SERVICE	Fed WH	311.46
			FICA	289.81
			Medicare	67.78
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.47
			Retirement 457	60.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,324.22
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 7/24-8/23/2	51.32
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 7/29-8/27/24	48.29
			GG TBLC EXT D 7/29-8/27/24	237.46
			GG AP SHOP 7/29-8/27/24	20.19
			957 AIRPORT RD 7/29-8/27/2	12.16
			GG AP TBLC EXT D 7/29-8/27	45.56
			GG AP HANGAR 7/29-8/27/24	24.07
			GG AP SLEEPY 7/29-8/27/24	285.36
		INTERNAL REVENUE SERVICE	FICA	289.81
			Medicare	67.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.13
			Retirement 401	263.81
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 8/16-9/15/24	120.31
		MO PETROLEUM TANK INSURANCE FUND	PARTICIPATION FEE NEW TNK	100.00
		DINSDALE, TY	MEAL REIMB 4 STATES-DINSDA	27.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	10.21
			Group Life Ins and Buy Up	10.21
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		CAPITAL ONE, N.A.	INK	38.00
			PENS & TAPE	11.46
		GFL ENVIRONMENTAL	GG TRASH SERVICE	52.01
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	5,442.88
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 7/11-8/14/	874.66
			TOTAL:	874.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			169,894.58
20	Transportation			72,306.11
30	Water Fund			25,237.28
35	Sewer Fund			261,200.95
40	Ambulance Fund			14,520.88
45	Lee C. Fine Airport Fund			9,375.31
47	Grand Glaize Airport Fund			6,767.10
62	TIF - Arrowhead			874.66

	GRAND TOTAL:			560,176.87

TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	TAPE, PAPER, SORTER	<u>29.07</u>
			TOTAL:	29.07
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- C. CARLSON	29.69
			NAMEPLATE- D. LAKE	22.70
		SURECUT LAWCARE LLC	AUG GROUNDS MAINTENANCE	2,589.29
		CINTAS CORPORATION	CH FLOOR MATS	113.18
		STAPLES BUSINESS ADVANTAGE	RETURN SOAP DISPENSER	26.54
			FOAM CUPS & BATHROOM TOWEL	186.83
			COFFEE & BATHROOM TOWELS	100.13
		AMAZON CAPITAL SERVICES INC	DISH DRYING RACK-BREAKROOM	29.98
		LINDYSPRING LAKE OF THE OZARKS	SEPT WTR COOLER RNTL & WTR	<u>61.85</u>
			TOTAL:	3,107.11
Parks	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	CC LEADERSHIP CLASS-P. ARN	495.00
		MIDSTATE SIGN CORP	PARK SIGN REPAIR	<u>400.00</u>
			TOTAL:	895.00
Human Resources	General Fund	CULTURE AMP INC	ENGAGE/PRFRM SUB 9/2024-8/	<u>12,317.00</u>
			TOTAL:	12,317.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 6/30-9/29/24	<u>438.81</u>
			TOTAL:	438.81
Police	General Fund	LEON UNIFORM CO INC	UNIFORM ACCESSORIES-LEONAR	187.00
			UNIFORM SHIRT-J. SHELTON	66.50
		PSE INSTALLATION	INSTALL NEW EQUIPMENT-PD 1	2,302.50
			REMOVE PARTIAL EQUIPMNT-PD	190.00
		HEDRICK MOTIV WERKS LLC	BRAKE REPAIR- PD 15	<u>142.23</u>
			TOTAL:	2,888.23
911 Center	General Fund	STAPLES BUSINESS ADVANTAGE	BLACK TONER- 911	<u>192.80</u>
			TOTAL:	192.80
Planning	General Fund	AMERICAN PLANNING ASSOC	APA PLANNR MEMB 10/2024-9/	<u>244.00</u>
			TOTAL:	244.00
Engineering	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	CC LEADERSHIP CLASS-D. BOW	495.00
		BARTLETT & WEST INC	LAKEPORT PLAN 6/29-7/26/24	<u>1,749.18</u>
			TOTAL:	2,244.18
Information Technology	General Fund	CIVIC PLUS	CITY WEBSTE TRNG 9/2024-5/	1,250.00
		CINTAS CORPORATION	UNIFORM POLOS-IT DEPARTMEN	254.69
			UNIFORM POLOS- M. BEAN	130.63
		FORWARD SLASH TECHNOLOGY LLC	OFFICE 365 8/2024-7/2025	29,231.78
			AUG MANAGED SERVICES	6,154.57
			SEPT MANAGED SERVICES	6,154.57
			AUG EMAIL PHISHING SEC TRN	375.00
			SEPT EMAIL PHISHING SEC TR	375.00
			NETWORK OUTAGE	1,000.00
			AUG VULNERABILITY SCAN	499.00
			SEPT VULNERABILITY SCAN	499.00
			AUG BARRACUDA EMAIL SEC	1,476.00
			SEPT BARRACUDA EMAIL SEC	1,476.00
		PROGRESS SOFTWARE CORPORATION	WHATS UP SUB 9/2024-8/2025	<u>1,599.00</u>
			TOTAL:	50,475.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	30.50
			PW DEPT LICENSE PLATES	25.25
			PW DEPT LICENSE PLATES	46.00
		O'REILLY AUTOMOTIVE STORES INC	IGNITION RELAY-BUCKET TRUC	12.79
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- SUMMIT CIRCLE	118.65
		CONSOLIDATED ELECTRICAL DISTR, INC	ARRESTOR- STREET LIGHTS	50.17
		DAM STEEL SUPPLY	GRATES- COVE RD	516.34
		BLEDSON CONOCO SERVICES	TOW- TRK #66	591.00
		SHERWIN-WILLIAMS	PAINT SUPPLIES- PAINT SPRA	134.97
		MAGRUDER LIMESTONE CO INC	BASE & CLEAN STONE	545.44
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	243.67
			TRANS DEPT FLOOR MATS	14.11
			TRANS DEPT UNIFORMS	243.67
			TRANS DEPT FLOOR MATS	14.11
		PARKWAY PLAZA TIRE	TIRES- TRK #6885	628.76
			OIL CHANGE- TRK #5898	23.15
		AMAZON CAPITAL SERVICES INC	PPR TWLS,CUPS,TRSH BGS,IV	72.28
		WEAVERS TIRE SERVICE LLC	FRONT TIRE REPAIR- VAN	20.00
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 8/26-9/2	35.93
		RAFTELIS	PW ASSESSMNT 8/1-8/31/24 F	<u>1,666.66</u>
			TOTAL:	5,043.45
Water	Water Fund	CORE & MAIN LP	HANDTITE STOPPERS	3,669.10
			WATER PARTS FOR REPAIR	5,783.00
			WATER PARTS FOR REPAIR	7,970.40
		CINTAS CORPORATION	WATER DEPT UNIFORMS	260.22
			WATER DEPT FLOOR MATS	14.12
			WATER DEPT UNIFORMS	260.22
			WATER DEPT FLOOR MATS	14.12
		PARKWAY PLAZA TIRE	OIL CHANGE- TRK #5898	23.15
		AMAZON CAPITAL SERVICES INC	PPR TWLS,CUPS,TRSH BGS,IV	72.29
			BACKFLOW PREVENTER	378.94
		REEVES-WIEDEMAN COMPANY	ADAPTERS, COUPLINGS, VALVE	74.93
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 8/26-9/2	35.93
		RAFTELIS	PW ASSESSMNT 8/1-8/31/24 F	<u>1,666.67</u>
			TOTAL:	20,233.09
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	CORE DRILL RNTL-53-1 VAPEX	238.63
			PUMPOUT @ STN 49-1 MALIBU	312.50
			HIGHTIDE UNITS	5,629.20
		O'REILLY AUTOMOTIVE STORES INC	ELECTRICAL PARTS	240.86
			GASKET MATERIAL & KEY RING	12.07
			ARTIC FREEZE- SMALL PUMP T	45.99
			BATTERY- TRK #6042	163.52
		CONSOLIDATED ELECTRICAL DISTR, INC	POSTS- PANEL REPLACEMENT	716.00
			PARTS-SPINDRIFTER ELECTRCL	9.56
			PARTS-SPINDRIFTER ELECTRCL	276.88
			PARTS- CONTROL PANEL CHANG	492.94
			SCREWDRIVER SET	43.73
		CORE & MAIN LP	CORP STOPS- PRESSURE CHECK	5,933.85
			GASKETS-49-1 MALIBU REPLUM	30.82
		FOUR SEASONS PLUMBING, LLC	LIFT STN REHAB OB23-010 FI	11,041.03
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	299.24
			SEWER DEPT FLOOR MATS	14.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEWER DEPT UNIFORMS	234.84
			SEWER DEPT FLOOR MATS	14.12
		PARKWAY PLAZA TIRE	OIL CHANGE- TRK #5898	23.15
		LO ENVIRONMENTAL LLC	WW SAMPLES	90.00
		AMAZON CAPITAL SERVICES INC	PPR TWLS,CUPS,TRSH BGS,IV	72.29
			LOCATING STICKS	21.98
		REEVES-WIEDEMAN COMPANY	PARTS- ELECTRIC LINE REPAI	30.04
			SS PARTS- ODOR CONTROL 53-	31.14
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		NICK'S TRUE VALUE HARDWARE	DRILLS,SETTER SET,SCREWS	117.25
			GRASS SEED- LAZY DAYS	77.97
			PARTS-SPINDRIFTER ELECTRCL	105.72
			PARTS-SPINDRIFTER ELECTRCL	34.47
			PARTS-SPINDRIFTER ELECTRCL	11.93
			SEALANT-G/S RISER INSTALL	22.47
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 8/26-9/2	35.94
		HIGH TIDE TECHNOLOGIES	ANNUAL COMM CALLS-HERON BA	483.00
		RAFTELIS	PW ASSESSMNT 8/1-8/31/24 F	1,666.67
		HEARTLAND ENVIRONMENTAL DISTRIBUTORS,	BACTERIA DRIP & AERATORS	<u>6,900.00</u>
			TOTAL:	35,483.92
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	244 GAL LCF UNLEADED GAS	741.52
		NAEGLER OIL CO	4,451 GAL LCF AV GAS	18,607.58
			7,421 GAL LCF JET FUEL	22,179.58
			5,923 GAL LCF JET FUEL	16,904.72
			7,110 GAL LCF JET FUEL	20,292.52
		O'REILLY AUTOMOTIVE STORES INC	AIR BRAKE HOSE- JET TRUCK	32.76
		STAPLES BUSINESS ADVANTAGE	REGISTER TAPE	<u>54.48</u>
			TOTAL:	78,813.16
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	3,952 GAL GG AV GAS	16,521.49
			1,483 GAL GG JET FUEL	4,232.61
		CRAWFORD, MURPHY & TILLY INC	JULY MSTR PLAN & GG ALP UP	21,700.61
		CATALYST ELECTRIC	SVC CALL- GG VOLTAGE REGUL	<u>340.00</u>
			TOTAL:	42,794.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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

10	General Fund	72,831.44
20	Transportation	5,043.45
30	Water Fund	20,233.09
35	Sewer Fund	35,483.92
45	Lee C. Fine Airport Fund	78,813.16
47	Grand Glaize Airport Fund	42,794.71

GRAND TOTAL:		255,199.77
--------------	--	------------

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 24-57 - 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. 424. *Second Reading*

Requested Action:

Second Reading of Bill #24-57

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 August 13, 2024 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-57 is in correct form.

City Administrator Comments:

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 #424.

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 Topsiders Condominium LLC, is under the terms and conditions contained in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto in Rezoning Case No. 424.

See Exhibit A: Legal Description.
 See Exhibit B: Tract 1 – C-1b Legal Description
 See Exhibit C: Tract 2 – C-1 Legal
 See Exhibit D: 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: September 5, 2024 READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.57 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 24.57.

 Michael Harmison, Mayor

 Date

ATTEST:

 Tara Berreth, City Clerk

“EXHIBIT A”
LEGAL DESCRIPTION

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the northwestern right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way the following eleven (11) bearings and distances: (1) South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet; (2) along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point on said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; (3) continuing along said right-of-way curve to the right in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; (4) departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (5) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (6) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet; (7) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way; (8) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (9) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (10) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (11) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08

minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 786.47 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said "Oak-Ridge (Amended)"; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of "Oak-Ridge (Amended)" and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of "Oak-Ridge (Amended)" and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said "Oak-Ridge (Amended)", South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

**“EXHIBIT B”
TRACT 1: C-1b**

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes

43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT C”
TRACT 2: C-1

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the western right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet, thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 265.06 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said “Oak-Ridge (Amended)”; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of “Oak-Ridge (Amended)” and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of “Oak-Ridge (Amended)” and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said “Oak-Ridge (Amended)”, South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at

the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT D” CONDITIONS

Required Uses:

The development as illustrated in the submitted site development plan:

- 1) 146 condominium units and accessory uses and structures
- 2) Minimum 60 room hotel facility and accessory uses
- 3) Minimum 150-seat “sit down restaurant facility” as defined below. This facility can be located within the required hotel facility or a stand-alone restaurant facility.

Sit-down Restaurant: also known as full-service restaurants or colloquially as "table service" establishments, are food service facilities based on traditional dining experience where patrons are seated at a table and provided service by dedicated waitstaff. In these establishments, meals are typically ordered from a menu or even through online ordering for those preferring to enjoy the same quality at home. These dishes are served course by course and consumed in a relaxed setting, providing a more intimate and leisurely dining experience.

Construction of the hotel and restaurant facilities must be in conformance with all use requirements, parking requirements, and all other Building and Zoning Codes.

Other Permitted Uses within the C-1 Property:

Retail sales and service facilities, restaurant, convenience, and entertainment facilities as listed in the E-1, E-2, and E-3 Overlay Zones in Section 405 in the Osage Beach Municipal Code.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

The required uses, within the PUD District, must be permitted and under construction prior to any construction permits being issued for additional uses or facilities on remaining property within the PUD District.

Prohibited Uses:

- 1) Non sales tax producing uses
- 2) Non-profit institutions
- 3) Adult Entertainment or Book Store Establishments
- 4) Banks

- 5) Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)
- 6) Church
- 7) Medical Clinic, Urgent Care Clinic, Medical Offices and Dental Offices,
- 8) Hospital
- 9) Day Care Facility (This does not include a daycare facility located within the required Hotel Facility that is for the use of the hotels staff and guests only)
- 10) Grocery Stores
- 11) Home Improvement and Hardware Stores
- 12) Laundromat
- 13) Manufacturing or assembly use
- 14) Pawn shop
- 15) Title loan, check cashing or pay-day loan services
- 16) Storage Facilities
- 17) Auto, Boat, and Similar sales, rental, and service facilities
- 18) Auto Parts Supply Stores
- 19) Fitness Clubs/ Gyms
- 20) Tattoo and Piercing Shops
- 21) Car Wash Facilities

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway with possible secondary access off McField Road. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.



**Rezoning Case
424 Location Map**

Note:

1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagwell Dam Pool and Flood Rights.
4. Basis of Bearings for this plat is the Missouri State Plane Coordinate System.
5. The Boundary of the property surveyed at the request of the owner as described in the Warranty Deeds filed in Book 840, Page 907 & Book 898, Page 494 in the Camden County Recorder's Office.
6. This survey drawing has been created for the purposes of zoning.

TOPSIDER P.U.D.
ZONING DRAWING

P.U.D. BOUNDARY

A Tract of land being all of Lots 9-29 of Block 2 of "Oak-Ridge (Amended)" a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder's Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office, recorded in Plat Book 170, Page 49, being on the northwestern right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way the following eleven (11) bearings and distances: (1) South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet; (2) along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point on said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; (3) continuing along said right-of-way curve to the right in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; (4) departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (5) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (6) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet; (7) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker; (8) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 80.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (9) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (10) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (11) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 26 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = South 89 degrees 40 minutes West) along and with the said north line a distance of 786.47 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said "Oak-Ridge (Amended)"; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road, thence along and with the north line of Lots 9-12 of Block 2 of "Oak-Ridge (Amended)" and the southerly right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of "Oak-Ridge (Amended)" and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said "Oak-Ridge (Amended)", South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

TRACT 2: C-1 Zoning

A tract of land being all of Lots 9-29 of Block 2 of "Oak-Ridge (Amended)" a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder's Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office, recorded in Plat Book 170, Page 49, being on the western right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet, thence leaving said right-of-way North 53 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangent 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 26 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve of the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

TRACT 1: C-1b Zoning

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet, thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder's Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 80.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (5) North 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 26 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve of the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions of record or not.

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of May and June, 2024, by order of the undersigned owner, said survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of planning & zoning in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 28 day of June, 2024.

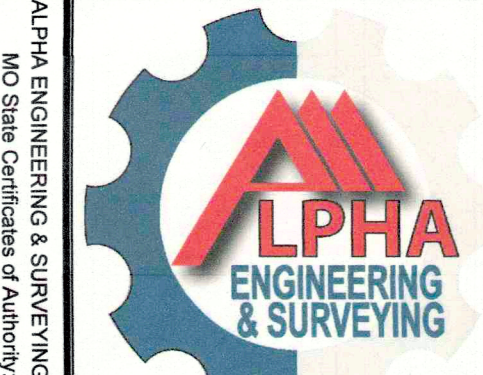
Ricky L. Wilson
MO. REG. NO. L.S. 2638

S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\24-00396 Rezone Description\dwg\24-00396 REZONE LEGAL DESC.dwg



SEAL

The Professional Surveyor's seal affixed to this sheet applies only to material and items herein which are the work of the Surveyor. Instruments, or other documents not exhibiting this seal shall not be considered Surveyed by this Surveyor. Any and all responsibility for such plans, drawings or documents not exhibiting this seal.



Alpha Engineering & Surveying, LLC

3048 Hwy. 52
Eldon, MO 65026
(573) 392-3312

1037 Osage Beach Rd.
Osage Beach, MO 65065
(573) 348-5552

Civil & Structural Engineering Land Surveying
Environmental Operations Material Testing

Lots 9 - 29 in Block 2 of "Oak-Ridge (Amended)"
And Parts of the North & South Halves of the Northwest Quarter of
Section 12, Township 39 North, Range 16 West,
Camden County, Missouri

Sheet Number:	1 OF 2
Date:	06/25/24
Scale:	N.T.S.
Project Number:	24-00396
Field Book:	M-311
Drawn By:	LRS
Approved By:	R.L.W.

Note:

1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.
4. Basis of Bearings for this plat is the Missouri State Plane Coordinate System.
5. The Boundary of the property surveyed at the request of the owner as described in the Warranty Deeds filed in Book 840, Page 907 & Book 888, Page 494 in the Camden County Recorder's Office.
6. This survey drawing has been created for the purposes of zoning.

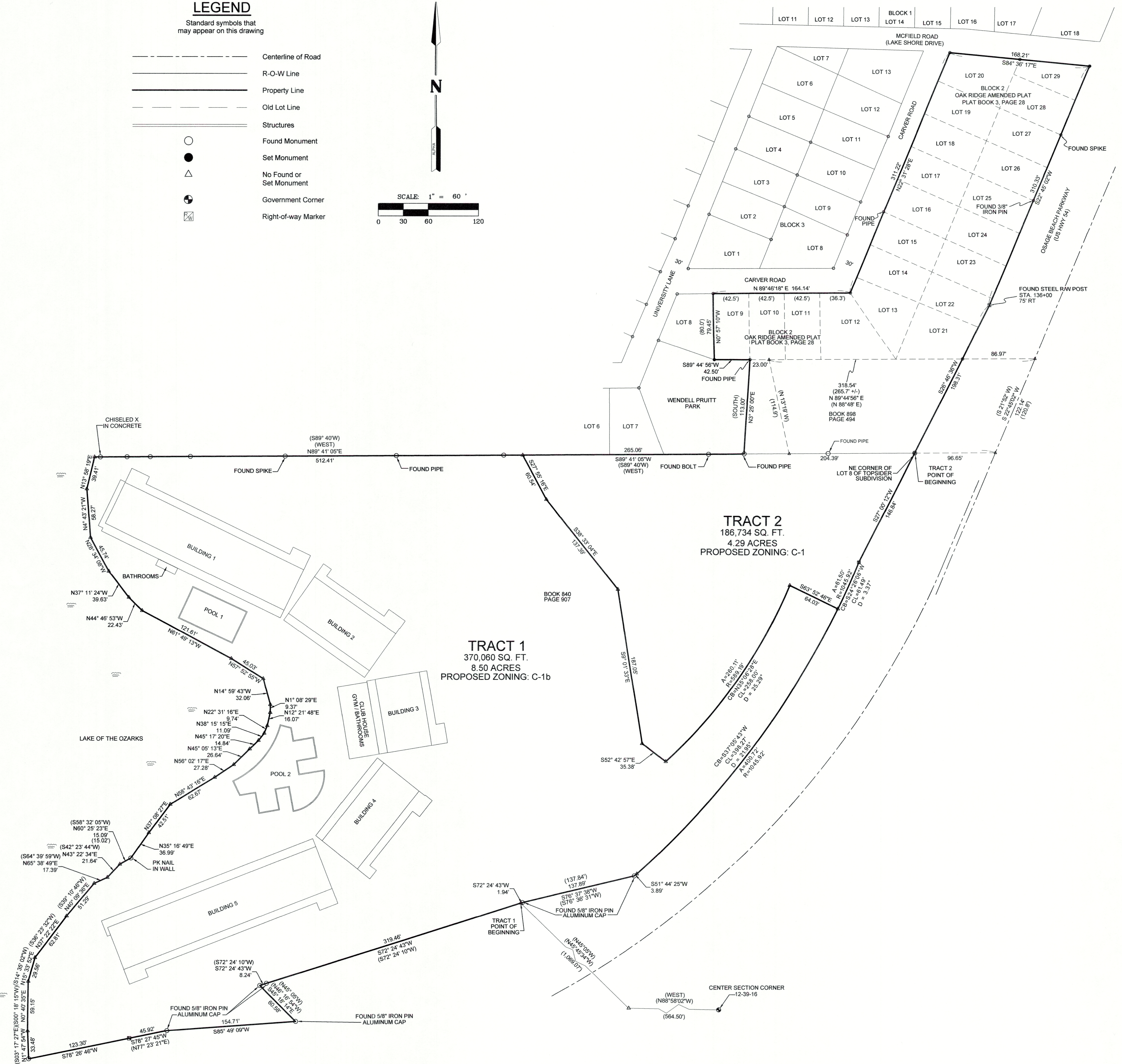
TOPSIDER P.U.D.
ZONING DRAWING

LEGEND

Standard symbols that may appear on this drawing

- Centerline of Road
R-O-W Line
Property Line
Old Lot Line
Structures
Found Monument
Set Monument
No Found or Set Monument
Government Corner
Right-of-way Marker

SCALE: 1" = 60'
0 30 60 120



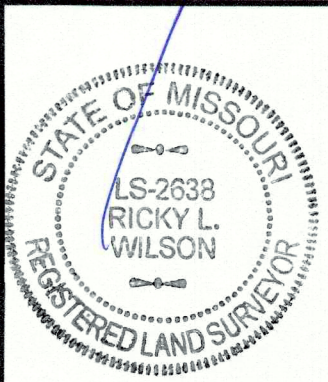
SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of May and June, 2024, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of planning & zoning in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 25 day of June, 2024.

Ricky L. Wilson
Ricky L. Wilson
MO. REG. NO. L.S. 2638

S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\24-00396 Rezone Description\dwg\24-00396 REZONE LEGAL DESC.dwg



SEAL

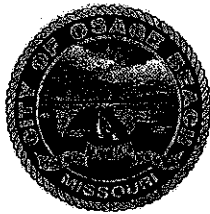
Alpha Engineering & Surveying, LLC
Professional Surveyor's seal attached to this sheet. The Professional Surveyor's seal is not to be used for any other purpose. The Professional Surveyor's seal is not to be used for any other purpose. The Professional Surveyor's seal is not to be used for any other purpose.



Alpha Engineering & Surveying, LLC
3048 Hwy. 52 Eldon, MO 65026 (573) 392-3312
1037 Osage Beach Rd. Osage Beach, MO 65065 (573) 348-5552
Civil & Structural Engineering Land Surveying
Environmental Operations Material Testing

Lots 9 - 29 in Block 2 of "Oak-Ridge (Amended)"
And Parts of the North & South Halves of the Northwest Quarter of
Section 12, Township 39 North, Range 16 West,
Camden County, Missouri

Sheet Number	2 OF 2
Date	06/25/24
Scale	1"=60'
Project Number	24-00396
Field Book	M-311
Drawn By	LRS
Approved By	R.L.W.



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Topsider Condominiums, LLC		Phone: (314) 680-0681	
Address: 10837 Midwest Industrial Blvd		City: St. Louis	State MO Zip: 63132
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:			
Stuart Dabbs (314) 680-0681 523 Center Street Edwardsville, IL 62025	Chris Ahning (573) 701-3121 #7 Sugar Creek Lane Edwardsville, IL 62025	Richard Friend 903 Green Trail Farmington, MO 63640	
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? Stuart Dabbs			
Address: 523 Center Street		City: Edwardsville	State IL Zip: 62025
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):			
Address: 1065 Topsider Lane		City: Osage Beach	State MO Zip: 65065
NE Corner of HWY 54 Grand Glaize Bridge.			
5. Do you have a specific use proposed for this property?		☒ Yes ☐ No	
Explain all uses: Condominium Area: 5 buildings totaling 146 units on 370,070 ft ² (8.5 acres) of the property.			
Commercial Area: Hotel and Sit Down Facility as required by City and other Commercial Uses 186,715 ft ² (4.29 acres)			
6. Area of property in square feet or acres:		556,775 ft ² or 12.78 acres	
7. Current zoning classification: C-1 & C-1b with PUD 1 overlay for the development of condominiums, a hotel & a restaurant			
8. Sources of utilities:		Water: City of Osage Beach Gas: Summit Natural Gas	
Sewer: City of Osage Beach		Electric: Ameren Missouri	
9. Proposed zoning classification: None, Amend PUD to increase condominium units from 139 units to 146 units			
10. How long have you owned this property?		3 years and 1 month	
11. Current use of property (describe all improvements): Condominiums with future hotel and restaurant			
12. Current use of all property adjacent to subject property:		North: Residential & Commercial	
South: US Highway 54	East: Commercial	West: Commercial Condominiums	

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:

Condominiums exist nearby

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.

The necessary infrastructure improvements have been installed to support the 6 additional units.

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

No problems are foreseen.

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

The request for 6 additional condominium units will not change the overall scope of the project for mixed-use development. The space necessary for parking and the additional units is available on site without reducing the commercial part of the development.

Notary Information

State of Missouri }
County of Camden } ss

I, Stuart Dabbs, 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 10th day of July, 20 24

Notary Public:

My Commission Expires:

Person Accepting this Application:

JILL MCDOWELL
Notary Public, Notary Seal
State of Missouri
Saint Louis County
Commission # 21734990
My Commission Expires 02-24-2025

****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

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	August 13, 2024	Case Number:	424
--------------	-----------------	---------------------	-----

Applicant: Topsider Condominiums, LLC.

Location: Osage Beach Parkway to Topsider Lane

Petition: PUD 1 Overlay amendment to allow 146 condominium units on 8.5 acres and a hotel, restaurant, and other approved uses on the remaining 4.28 acres.

Existing Use: Currently has condo buildings from the original approval occupied with more units under construction.

Zoning: C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.

Tract Size: 12.78 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	R-1b (Single Family)	Mcfield Subdivision
<u>South:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor
<u>East:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor
<u>West:</u>	LU (Lake Use)	Lake of the Ozarks

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

N/A

Utilities

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

Access: Property derives access from Osage Beach Parkway.

Analysis:

- 1) The applicants are the owners of the 12.78 acres in question. The property is currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.
- 2) The applicant is requesting an amendment to the current PUD to allow an additional seven (7) condominium units and retaining the restaurant and hotel facilities required by the original PUD. The applicant has purchased an additional 2.28 acres of commercial property that fronts Osage Beach Parkway and has been combined with the current request. The additional property will allow further flexibility in the development of the required hotel and restaurant facilities, and could perhaps allow for further commercial development once the required uses are established, complete, or under construction, and will allow additional access capacity. If amended, the PUD will continue to ensure the uses within the development are limited to the subject resort residential and commercial uses and will provide protection for the buyers of the condo units themselves. The PUD will also allow the permitted uses within the development to share the parking amenities for the overall development which provide the necessary number of spaces for each of the uses.
- 3) As you can see on the new site development plan, the C-1b (condo development) portion of the development is comprised of 8.5 acres while the C-1 (hotel, restaurant) area consists of the remaining 4.28 acres.
- 4) The existing entrance into the property will provide access to the development while the additional property added to the development could provide some additional access to the development.
- 5) The character of surrounding development is primarily commercial with the highway commercial corridor. Mcfield Subdivision is located to the North, the proposed use should provide them with a less intense use than what has taken place on the subject property in the past.
- 6) The development will be required to meet the zoning code requirements of the specific zones that each use falls in unless otherwise listed with the PUD permitted uses. All construction is required to meet the Building Codes that have been adopted at the time in which the Building Permit is issued for each specific building. The Osage Beach Design Guidelines will be followed in the design and construction of the developmental services (sewer, water, streets, etc.).

Department Comments and Recommendations:

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have an amazing piece of commercially zoned property that was once the home of the Topsider Lakefront Entertainment venue. The Topsider provided the City, its people, and visitors a place to enjoy each other and the activities that make this lake a destination for people from all over our country for nearly 40 years. This piece of property is one of two like it in our community. It has lake frontage, Osage Beach Parkway frontage, and direct access to the Highway 54 Interchange. Obviously, those aspects are hard to come by making this piece very valuable to both the owners and the community.

When the original request was approved back in 2020, it was important to the City to maintain some commercial activity on the subject property so it would have continued income value for the community. At the time, the applicant submitted a plan that had both a restaurant and a hotel, in separate facilities, which required more property for the development and the necessary amenities of those uses. The applicant has now added the additional 2.28 acres of property which will allow for the increased density of the condo development to a total of 146 units and more than doubling the amount of property reserved for the hotel and sit down restaurant uses.

Keep in mind that once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

Keeping in mind the existing conditions of the subject property, a recommendation of Heavy Traffic Commercial for the property by the Comprehensive Plan, I believe the proposed amendment will be a benefit to the developer while still accomplishing the commercial use goals of the community; **the Planning Department recommends approval of this request subject to the following provisions:**

Required Uses:

The development as illustrated in the submitted site development plan:

- 1) 146 condominium units and accessory uses and structures
- 2) Minimum 60 room hotel facility and accessory uses
- 3) Minimum 150-seat "sit down restaurant facility" as defined below. This facility can be located within the required hotel facility or a stand-alone restaurant facility.

Sit-down Restaurant: also known as full-service restaurants or colloquially as "table service" establishments, are food service facilities based on traditional dining experience where patrons are seated at a table and provided service by dedicated waitstaff. In these establishments, meals are typically ordered from a menu or even through online ordering for those preferring to enjoy the same quality at home. These dishes are served course by course and consumed in a relaxed setting, providing a more intimate and leisurely dining experience.

Construction of the hotel and restaurant facilities must be in conformance with all use requirements, parking requirements, and all other Building and Zoning Codes.

Other Permitted Uses within the C-1 Property:

Retail sales and service facilities, restaurant, convenience, and entertainment facilities as listed in the E-1, E-2, and E-3 Overlay Zones in Section 405 in the Osage Beach Municipal Code.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

The required uses, within the PUD District, must be permitted and under construction prior to any construction permits being issued for additional uses or facilities on remaining property within the PUD District.

Prohibited Uses:

- 1) Non sales tax producing uses
- 2) Non-profit institutions
- 3) Adult Entertainment or Book Store Establishments
- 4) Banks
- 5) Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)
- 6) Church
- 7) Medical Clinic, Urgent Care Clinic, Medical Offices and Dental Offices,
- 8) Hospital
- 9) Day Care Facility (This does not include a daycare facility located within the required Hotel Facility that is for the use of the hotels staff and guests only)

- 10) Grocery Stores
- 11) Home Improvement and Hardware Stores
- 12) Laundromat
- 13) Manufacturing or assembly use
- 14) Pawn shop
- 15) Title loan, check cashing or pay-day loan services
- 16) Storage Facilities
- 17) Auto, Boat, and Similar sales, rental, and service facilities
- 18) Auto Parts Supply Stores
- 19) Fitness Clubs/ Gyms
- 20) Tattoo and Piercing Shops
- 21) Car Wash Facilities

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway with possible secondary access off McField Road. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-60 - 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*

Requested Action:

Second Reading of Bill #24-60

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, this agreement needs to be in place before we move forward with construction of the Memorial.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is the agreement that we would like to put in place that will govern the responsibilities of both the City and the Elk's Lodge after the Memorial is constructed. Cole has spent a lot of time reviewing and modifying this agreement and I think we have finally resolved all the issues related to the ongoing maintenance and support needed for this to be a successful partnership in support of the proposed Veterans Memorial Project.

Both parties' obligations are listed in the attached agreement.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-60 is in correct form.

City Administrator Comments:

The brick order form has been amended to show that each brick is a cost of \$50. Per the Elk's, their profit on each brick is approximately \$24. If all 1,000 bricks are sold that would be a \$24,000 profit. The cost of the statues is \$20,000, the memorial headstone is \$1,500, the 6 flag poles and associated flags are an initial cost of \$5,200 and the blank brick paves are \$1,400. The total of these initial expenses exceeds the brick profit. Future expenses for replacement flags will also be in addition to the initial investment. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ELKS LODGE #2517 FOR ONGOING MAINTENANCE AND ASSISTANCE RELATED TO THE PROPOSED VETERAN’S MEMORIAL PROJECT.

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 sign an agreement with Elks Lodge #2517 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: September 5, 2024 READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.60 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. 24.60.

Date Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

EXHIBIT A



CITY OF OSAGE BEACH VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Elks Lodge #2517 (“**Lodge**”), on the following terms.

I. TERMS

1. **Purpose.** City and Lodge are entering into this agreement to construct a veterans memorial. This agreement shall assign the responsibilities therefor.

- a. **“Memorial”** shall mean a veteran’s memorial to be constructed in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo. Said memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military and a headstone that will commemorate the memorial. There will be approximately 2000 individual bricks engraved with the name and military branch honoring those who served. Room for expansion will be provided if needed and necessary. It will also include two benches for seated viewing and the memorial will be ADA accessible.

2. **Lodge’s Obligations.**

- a. **Donations.** Lodge hereby agrees to donate the following components of the Memorial to the City:
 - i. Two statues depicting and/or representing the military through multiple decades (estimated value: \$20,000);
 - ii. A headstone that will commemorate the Memorial (estimated value: \$1,500);
 - iii. Six flag poles and six flags representing the six branches of the military (estimated value: \$5,200);
 - iv. Replacement flags on an as-needed basis in perpetuity;
 - v. One thousand blank pavers for the project (estimated value: \$1,400);
- b. **Brick Program.** Lodge will make a brick engraving program available to any member of the military no matter their affiliation with the Lodge. Lodge will donate all such bricks to the City to be installed in the Memorial.

- i. The program details have been made available to the City and any changes thereto shall be first approved by the City. The brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the City and offset the cost of replacement flags provided to the city on an as needed basis.
 - ii. The parties agree that the brick program is for the sole purpose of honoring veterans. Because the bricks will constitute government speech, *see Pleasant Grove City v. Summum*, 555 U.S. 460 (2009), the City shall have the authority to reject any bricks inconsistent with the parties' stated purpose of honoring veterans.
- c. *Professionalism.* Lodge will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Lodge understands that it may be perceived as a partner of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing its obligations under this Agreement and while on-site. Lodge shall ensure its personnel and any subcontractors comply with all City policies while on-site. Lodge and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- d. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Lodge's obligation to perform such obligation will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the obligation and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- e. *Licenses, Permits, Taxes.* Lodge must have or obtain a City merchant's license. Lodge shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the subject matter of this Agreement. Lodge shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Lodge will provide timely replies to City's inquiries and requests for information. Lodge's point of contact for this Agreement is: _____.

3. City's Obligations.

- a. *Construction.* City shall be responsible for the following aspects of the Memorial:
 - i. Engineering and construction not otherwise provided by the Lodge;
 - ii. Demolition, grading, and site preparation;
 - iii. General maintenance of the Memorial;
 - iv. All utility costs associated with the Memorial;
 - v. General security of the Memorial.
- b. *Criteria and Direction.* City will provide Lodge with all criteria and full information as to City's requirements under this Agreement, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Lodge and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar actions in furtherance of this Agreement as requested by Lodge.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the work performed under this Agreement. Such approvals are contingent upon Lodge meeting the requirements therefor.
- e. City will provide timely replies to Lodge's inquiries and requests for information. City's point of contact for this Agreement is: April White, Assistant City Administrator.

II. STANDARD CONDITIONS

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

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

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Lodge shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Lodge shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Lodge, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Lodge shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Lodge, or the City.
9. **Certifications Regarding Debarment.** Lodge certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Lodge further certifies that it and its Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Lodge or any Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Lodge further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Lodge must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
10. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided by this Contract, if this Contract is not funded, then both parties are relieved of all of their obligations under this Contract.
11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Lodge shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Lodge shall also sign an affidavit affirming that it

does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.

12. **Anti-Israel Discrimination.** Lodge certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
13. **Indemnification by Lodge.** Lodge shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Lodge or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Lodge. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Lodge must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Lodge that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Lodge under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Lodge. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:
City Clerk
1000 City Parkway

For Lodge:
Secretary
5161 Osage Beach Parkway

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

19. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
21. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
24. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
25. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
26. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

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

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

III. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

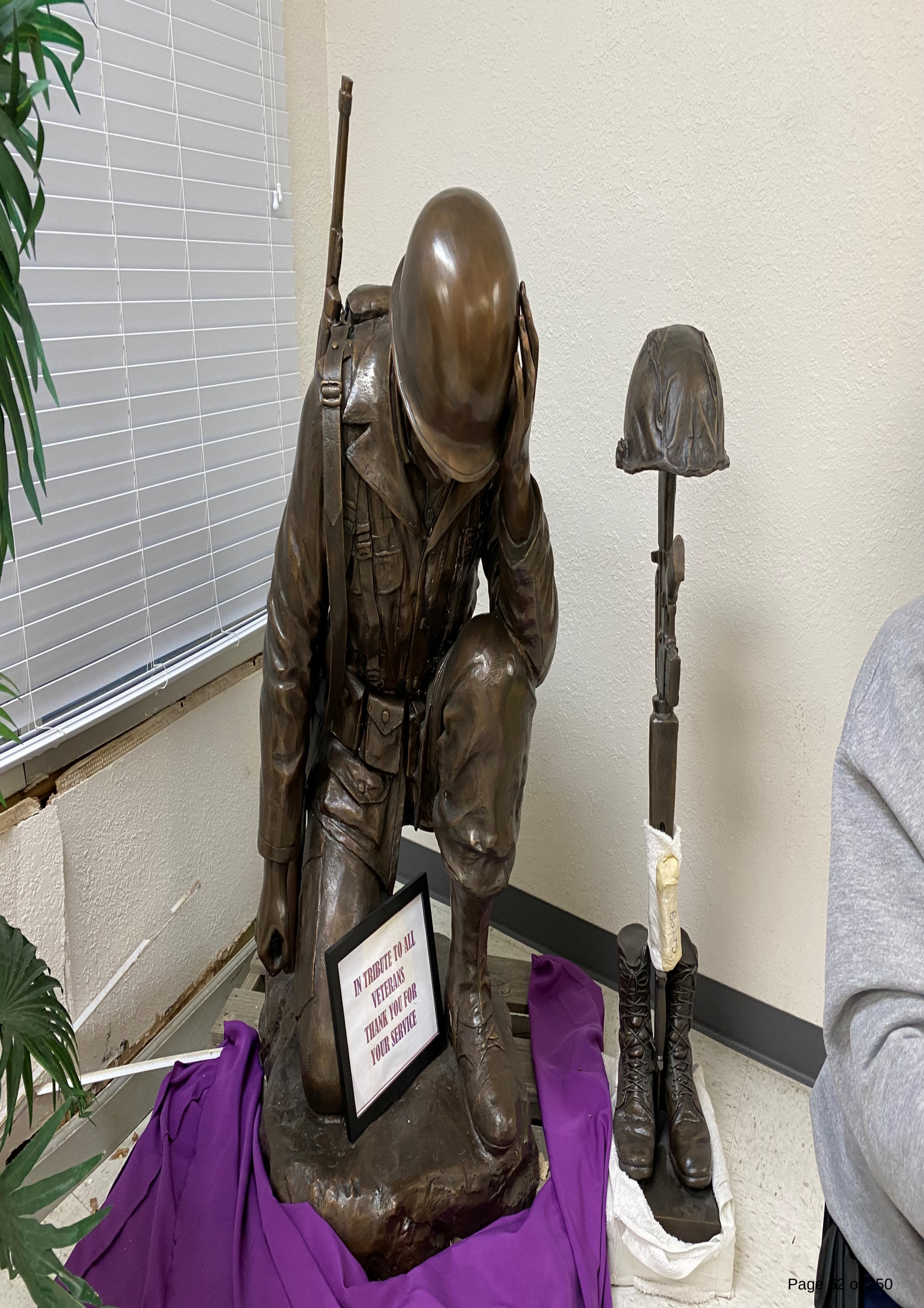
LODGE:
ELKS LODGE #2517

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk



IN TRIBUTE TO ALL
VETERANS
THANK YOU FOR
YOUR SERVICE

Lake of the Ozarks Elks Lodge #2517 Veterans Memorial

BUY A BRICK PROGRAM

We are raising money to help pay for the Osage Beach Veterans Memorial. The bricks will be placed around the statues at the Memorial. The Memorial will be located in the Front Circle at the Osage Beach City Hall. The theme of the Memorial is "HONOUR ALL THAT HAVE SERVED". The cost of each brick is \$50.00 and the money raised will be used to offset the cost of the Memorial. Each brick will be 4"x 8". A Service Logo may also be added on each Brick. *All engraving will be capital letters.*

Yes, we'd like to reserve a permanent brick. Please engrave our brick as follows:

Any Symbol Is Considered One Space (Period, Comma, Dash)
All Text Is Centered Unless Otherwise Noted

4x8 Brick, You may put up to 18 characters in each of 3 lines Only

	D	O		N	O	T		U	S	E		T	H	I	S		L	I	N	E

If you would like a Service Logo CIRCLE the one desired.

			U	S	A	F				U	S	C	G							
U	S	N						U	S	A							U	S	M	C

Example

				F	R	E	D		C	A	T	C	O	T	T				
						U	S		N	A	V	Y							
					1	9	7	1	-	2	0	0	0						

Please return this form and your check payable to:

Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach MO 65065

Name:

Phone:

Address:

City:

State:

Zip:

Email Address:

Amount Paid:

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$157,750.00. *Second Reading*

Requested Action:

Second Reading of Bill #24-61

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: 10-09-774256 Building Improvements

FY2024 Budgeted Amount: \$217,983

FY2024 Expenditures to Date (08/26/24): (\$22,991)

FY2024 Available: \$214,000

FY2024 Requested Amount: \$157,750

Department Comments and Recommendation:

This project is a carry over from 2023, and it has gone through several modifications. It was previously bid out in 2023, but was rejected due to budgetary constraints and then bid out again earlier this year, but did not pass for the same reasons.

The bids were opened on 08/09/2024. The City received three bids and the low bidder was Don Scchnieder's Excavating with a bid of \$157,750. The City has worked with this contractor multiple times with good results. Most recently they completed the parking lot overlay, sidewalk replacement, and new access road project here at City Hall in 2023.

The construction budget for this project is \$147,000. A donation of concrete in the amount of \$5,000 from Scott's Concrete and a monetary donation of \$5,000 from Cochran Engineering does provide some offset for the overage. 5k in engineering was originally budgeted for this project, but the project was redesigned after the last bid was rejected by the board. Once the City receives the final invoice for the redesign, a budget amendment will be brought before the board to account for the construction and engineering overages.

Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-61 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE VETERAN'S MEMORIAL PROJECT IN AN AMOUNT NOT EXCEED \$157,750.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Fifty-Seven, Seven Hundred Fifty Thousand Dollars. (\$157,750.00)

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: September 5, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.61 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. 24.61.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, 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:

Veterans Memorial

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 **(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.

Veterans Memorial

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
Veterans Memorial
Osage Beach Project No. OB23-024
August 28, 2024**



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

Item	Description	Unit	Quantity	Engineer's Estimate		Stockman Construction		Don Schnieders Excavating		Heartland Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	General Conditions/Mobilization	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 187,000.00	\$ 187,000.00
2	Monument Construction	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 153,000.00	\$ 153,000.00	\$ 134,750.00	\$ 134,750.00	\$ 10,000.00	\$ 10,000.00
3	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 150,000.00		\$ 188,000.00		\$ 154,750.00		\$ 202,000.00

Veterans Memorial

BID FORM

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

Gentlemen:

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

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

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

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

No. 1 Dated 8/7/2023
No. _____ Dated _____

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

BASE BID: Construction fully completed in 120 calendar days.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	General Conditions/Mobilization	LS	1	15,000.00	\$15,000.00
2	Monument Construction	LS	1	\$134,750.00	\$134,750.00
3	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid					\$157,750.00

TOTAL BID IN WRITING: One Hundred Fifty-Seven Thousand, Seven Hundred-Fifty Dollars and Zero Cents

****BASE BID LIGHTING - Used VISTA Outdoor Lighting Alternate. If this lighting is not approved ADD \$10,780.00**

8/7/2024

Bid Form
(Addendum No. 1)

BF-1

Veterans Memorial

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION:

Don Schnieders Excavating Company, Inc.

Name of Corporation

By

President

Donald E. Rhea

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Trent Bax

(CORPORATE SEAL)

Trent Bax

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Rd.

Jefferson City, Mo. 65109

Telephone No. _____

(573) 893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President _____

Donald E. Rhea

1307 Fairgrounds Rd., Jefferson City, Mo. 65109

Secretary _____

Trent Bax

1307 Fairgrounds Rd., Jefferson City, Mo. 65109

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:
Discussion - Ballparks National

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Mayor Harmison asked to have this item placed on the agenda.

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Bill 24-62- An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with First Mid Bank & Trust. *First Reading*

Requested Action:

First Reading of Bill #24-62

Ordinance Referenced for Action:

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

Deadline for Action:

Yes, Current agreement is set to expire December 31, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

The City of Osage Beach has received four proposals for banking services. See bid tab. These services are to cover the City's main accounts; General Account, Show-Me Court Account, Special Police Account and a non-interest bearing deposit account. After a thorough review of the RFP's requirements and comparisons of each proposal, I recommend the City accept the proposal of our current banking services provider, First Mid Bank & Trust.

City Attorney Comments:

Per City Code 110.230, Bill 24-62 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FIRST MID BANK & TRUST

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

Section 1. The Mayor is authorized to execute on behalf of the City of Osage Beach, the contract with Frist Mid Bank & Trust as attached or in a form substantially the same and under the terms set forth in the form attached hereto as Exhibit "A".

Section 2. The City Administrator is hereby authorized to enter into any necessary supplemental agreements to effectuate the purpose of this ordinance in a commercially reasonable manner and establish the parameters and details of the agreements authorized in Section 1 above.

Section 3. 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 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.62 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.24.62.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Treasury Management

Financial Services Proposal For City of Osage Beach

Osage Beach
995 KK Drive | Osage Beach, MO 65065
573-302-1117 | FIRSTMID.COM



Karri Bell
City Treasurer
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Karri,

We are pleased to have this opportunity to propose our financial services to City of Osage Beach and grow our working relationship to serve your needs.

As a thriving community bank, First Mid Bank & Trust can offer our valued clients a full banking partnership through our strong customer service to our wide range of business solutions. Our vision is to be a nimble community-focused financial organization committed to our client's needs. We look forward to the opportunity to collaborate with City of Osage Beach and serve your team through our core values and make a positive IMPACT – Integrity, Motivation, Professionalism, Accountability, Commitment, and Teamwork.

Thank you for the opportunity to present this proposal, please reach out if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'BM' followed by a stylized flourish.

Brian Myers
AVP, Treasury Management Relationship Manager II
Office phone: 573-447-8712
bmyers@firstmid.com

Table of Contents

Section 1: Minimum Qualifications of Proposing Financial Institutions

Section 2: Required Banking Services (Exhibit A)

Section 3: Optional Banking Services (Exhibit B)

Section 4: Other Value-Added Banking Services (Exhibit C)

Section 5: Discrimination Policy

Section 6: Proposal Stipulation Requirements – RFP FORM

Section 7: Certification by Financial Institution (Exhibit D & E)

Section 1

Minimum Qualifications of Proposing Financial Institutions

This section lists the qualifications and criteria to be considered in evaluating the financial institutions interested in providing the services specified in order for them to be considered for an award. Specific responses to each must be provided in the accompanying Response Forms. To be considered, an institution must:

1. Be insured by the Federal Deposit Insurance Corporation (FDIC) or by the National Credit Union Administration (NCUA). Please provide your FDIC number.
First Mid Bank is FDIC insured. FDIC Certificate Number is 3705
LEI: 549300XOTES5TCS8T794
2. Have a minimum FFIEC Tier 1 leverage capital of 7.0% for the most recent quarter. Please provide this percentage in the proposal.

First Mid Bank capital levels remained strong and comfortably above the “well capitalized” levels. Leverage ratio is 10.04%
3. Be Federal or State of Missouri chartered, with a main office in the State of Missouri and a full-service branch in the City of Osage Beach.
First Mid Bank’s main office is located at 1515 Charleston Ave, Mattoon, IL 61938. There is a full-service branch located at 955 KK Dr Osage Beach, MO 65065
4. Be an online cash and securities member of the Federal Reserve. First Mid Bank is an online cash and securities member of the Federal Reserve.
5. Have an excellent quality rating by a nationally recognized bank rating organization. Financial institutions should provide their current rating in response to the RFP. First Mid Bank is a 160 year old, 5 star Bauer rated financial institution with strong capital.
6. Be able to provide one hundred percent (100%) collateralization of all City deposits with collateral permitted by Missouri Statute and be in compliance with the City Investment Policy. The use of a CDARS program may be an acceptable alternative to using securities for collateral. It is contemplated that the City and the winning financial institution will enter into a security agreement related to the collateral.
First Mid Bank has the ability to utilize the CDARs and ICS program that the city is currently in to secure the deposits above the FDIC insurance guarantee.

Have the capacity of providing all “Required Services”. No joint ventures, consortiums, or contract service providers are acceptable. First Mid Bank has the capacity to provide all required services.

Section 2

EXHIBIT A

Required Banking Services

EXHIBIT A

**CITY OF OSAGE BEACH, MISSOURI
REQUEST FOR PROPOSALS-BANKING
SERVICES**

A. REQUIRED SERVICES

Activity for all Accounts

		Estimated Annual Units	Unit Price	Estimated Annual Cost
1	Electronic Banking Services - All Accounts	4	0.00	0.0
2	Deposits	900	.15	135.00
3	Deposited Items	24000	.15	3600.00
4	Total Checks Paid	2244	.15	336.60
5	Transfers to/from Other Accounts	6	0.00	0.00
6	Returned Items	12	5.00	60.00
7	Re-deposits	12	0.00	0.00
8	Stop Payments	6	10.00	60.00
9	ACH Debits	205	0.00	0.00
10	ACH Credits	1515	0.00	0.00
11	ACH Items	16150	0.00	0.00
12	ACH Blockers and Filter	20	10.00	200.00
13	Wire Transfers In	0	10.00	0.00
14	Wire Transfers Out	48	10.00	480.00
15	Positive Pay	2244	.20	448.80
16	Overdrafts	0	32.00	0.00
17	Printed Deposit Slips (Duplicates, Two Accounts)	200	0.00	0.00
18	Check Stock	2300	587.46 bi- annual	1174.92
19	Deposit Bags	3	0.00	0.00
20	Remote Deposit Capture Machine	1	30.00 per month rental	360.00
21	Procurement Cards/Credit Cards for City Use	10	0.00	0.00
Total Annual Required Services		\$6855.32		



Treasury Management Pricing Calculator

Presented to: City of Osage Beach

Prepared by: Brian Myers

Date: 8/22/2024

Account Type: Commercial Analysis Account

Balance & Fee Summary

Average Daily Ledger Balance	83,078.00
Less Average daily Float	-
Average Daily Collected Balance	83,078.00
Plus Negative Collected Balance	-
Less DDA Balance Reserve Requirement	8,307.80
Balance Eligible to Earn Earnings Credit Rate	74,770.20
Current Period Earnings Credit Rate	0.25%
Earnings Credit Based on Eligible Balances	15.36
Current Period Analyzed Charges	534.01
Proposed Analyzed Charges Due after Credit	\$ 518.64

Service Charge Description	Volume	Unit Price	Service Charge
ACCOUNT & DEPOSITORY SERVICES			
Monthly Maintenance Charge - Analysis	4	0.000	-
Balance Assessment Fee	74	0.010	0.74
Cash In Charge	10184	0.002	20.37
Deposits	79	0.150	11.85
Deposited Items	1142	0.150	171.30
Electronic Credits	172	0.150	25.80
Checks Paid	167	0.150	25.05
Electronic Debits	43	0.150	6.45
EDI Reporting	0	10.000	-
Returned Deposited Items	2	5.000	10.00
Paper Statement Fee	0	3.000	-
Statement - Multiple Mailing	0	10.000	-
DACA (Deposit Control Account Agreement)	0	25.000	-
Stop Payment - Online	0	10.000	-
Total Charges for Depository Services			271.56
CASH MANAGEMENT SERVICES (SWEEPS)			
Loan/LOC Sweep	0	150.000	-
Basic Sweep Master	0	20.000	-
Sweep Account Attached to Master	0	10.000	-
ZBA Sweep Master	0	20.000	-
ZBA Sweep Account Attached to Master	0	10.000	-
Investment/ICS Sweep	1	50.000	50.00
Total Charges for Sweep Services			50.00
REMOTE DEPOSIT CAPTURE			
Remote Deposit Monthly Module	1	60.000	60.00
Remote Deposit Additional Accounts	3	5.000	15.00
mRDC - Mobile Remote Deposit	0	40.000	-
RDC Per Item Deposited	1113	0.000	-
Scanner Rental Single Feed	0	15.000	-
Scanner Rental Multi Feed	0	30.000	-
Remote Deposit Additional Location	0	20.000	-
Business Mobile Deposit (Charged per Account)	0	5.000	-
Total Charges for Remote Deposit Capture			75.00
ACH SERVICES			
ACH Monthly Module	1	20.000	20.00



Treasury Management Pricing Calculator

Presented to: City of Osage Beach

Prepared by: Brian Myers

Date: 8/22/2024

Account Type: Commercial Analysis Account

ACH Additional Accounts	0	5.000	-
ACH Per Item Originated	1105	0.000	-
ACH Same Day (Items Originated)	252	0.000	-
ACH Addenda	3	0.000	-
ACH Per File Import	13	0.000	-
ACH Batch Fee (Per batch upload within Commercial Center)	0	5.000	-
Total Charges for ACH Services			20.00
FRAUD PREVENTION SERVICES			
Check Positive Pay Monthly Module	1	15.000	15.00
Check Positive Pay Additional Accounts	2	5.000	10.00
Check Positive Pay Per Item	161	0.150	24.15
Payee Positive Pay Per Item	80	0.200	16.00
Check Positive Pay Exceptions	82	0.150	12.30
Reverse Positive Pay Monthly Module	1	10.000	10.00
ACH Positive Pay Debit Block Monthly Module	1	10.000	10.00
ACH Positive Pay Credit Block Monthly Module	3	10.000	30.00
ACH Positive Pay Additional Accounts	0	5.000	-
Total Charges for Positive Pay Services			127.45
WIRE TRANSFER SERVICES			
Wire Transfer Monthly Module	1	20.000	20.00
Wire Transfer Additional Accounts	0	5.000	-
Incoming Wires	0	10.000	-
Outgoing Domestic Wire - Completed at Branch	0	20.000	-
Online Outgoing Domestic Wire	3	10.000	30.00
Outgoing Foreign Wire - Completed at Branch	0	75.000	-
Online Outgoing Foreign Wire - USD	0	30.000	-
Online Outgoing Foreign Wire - FX	0	40.000	-
Wire Drawdown	0	50.000	-
Total Charges for Wire Transfer Services			50.00
BILL PAY			
Bill Pay Monthly Module	0	10.000	-
Bill Pay Additional Accounts	0	5.000	-
Bill Pay Items (First 20 items free)	0	0.650	-
Total Charges for Bill Pay			-
ONLINE SERVICES			
STP Monthly Module	0	50.000	-
Direct Connect Monthly Module	0	10.000	-
Commercial Online Banking	1	0.000	-
Total Charges for Online Services			-
LOCKBOX			
Lockbox Setup Fee	0	150.000	-
Lockbox Data File Setup Fee	0	100.000	-
Lockbox Monthly Module	0	250.000	-
Lockbox Online Monthly Module	0	75.000	-
Lockbox PO Box Rental	0	10.000	-
Lockbox Data File Service	0	35.000	-
Lockbox Deposits	0	0.550	-
Lockbox Deposited Items	0	0.300	-
Lockbox Correspond Unprocessed	0	0.750	-
Lockbox Exception/Multiples	0	0.750	-
Lockbox Imaged Document	0	0.100	-
Lockbox Photo Copy	0	3.000	-
Lockbox Special Handling	0	3.000	-
Lockbox Mailing (current postage)	0	0.660	-



Treasury Management Pricing Calculator

Presented to: City of Osage Beach

Prepared by: Brian Myers

Date: 8/22/2024

Account Type: Commercial Analysis Account

Lockbox Return Mail	0	0.150	-
Lockbox Data File Instant Upload	0	10.000	-
Lockbox Data Retention	0	60.000	-
Total Charges for Lockbox Services			-
SMART PAY EXPRESS			
Smart Pay Express - One Time Set up Fee	0	100.000	-
Smart Pay Express - Monthly Module	0	50.000	-
Credit Card Gateway Monthly Fee	0	15.000	-
Smart Pay Express Transaction Processed	0	0.150	-
Smart Pay Express Returned Items	0	7.000	-
Total Charges for Smart Pay Express			-
DISCOUNTS			
Multi Treasury Service Discount 1 (\$5)	1	-5.000	(5.00)
Multi Treasury Service Discount 2	1	-25.000	(25.00)
mRDC Discount	1	-30.000	(30.00)
Other	0	0.000	-
Other	0	0.000	-
Total Charges			\$ 534.01

Disclosure: This pricing proposal is for discussion purposes only and is not a contract. Pricing for some services is subject to change; please refer to the Service Charge Detail portion of your statement or contact your sales officer for more information.

ICS Account Average Balance = \$8,000,000
 Total monthly interest on ICS: \$33,348
 (13 Week Tbill + 0.00)(Average rate in August was 5.09%)

Total monthly fees if nothing waived/discounted: \$1,027
 Total monthly fees with waived/discounted items: \$518
 Savings of \$509 amonth

Total Interest minus Fees = \$32,830 credit.

Bank waiving fees in yellow for a yearly savings of \$6,108

***All numbers based on July 2024 Statement

***ECR credit bumped from .10% to .25%

Estimated Yearly fees	\$12,324
Estimated fees waived	\$6,108
Estimated Total fee per year	\$6,216
Estimated ICS yearly interest	\$400,176
Minus estimated fee per year	\$6,216
Estimated total credit per year	\$ 393,960.00

Availability of Funds Deposited

The City desires to know the collected funds availability schedule for its deposits. These deposits include checks, money orders, cash, ACH credits, and wires from local, regional, and out of state banks. The City requires updates as the schedule changes.

The City's deposited items are available on the first business day after the day we receive the deposit. Funds from electronic direct deposit will be available on the day we receive the deposit.

Automatic Sweep

The proposal can include all options available to public entities in Missouri.

First Mid Bank can offer the City an Insured Cash Sweep (ICS) solution. With ICS, the City can access multi-million FDIC insurance and earn interest, all through a single bank relationship. There is no need to track collateral, as your deposits are 100% FDIC insured, which is backed by the full faith and credit of the federal government.

By working directly with just us, a bank you already know and trust, the City can receive FDIC coverage through many banks. To set up, the City would sign an agreement with First Mid Bank and deposit funds into one account. We place deposits with other ICS network member institutions in amounts under the standard FDIC insurance maximum of \$250,000.

Together, we will establish a "target balance" in your main operating account. At the end of each business day, any excess funds are automatically invested with participating banks in the network. If the balance in your operating account falls below the target balance, the invested funds are automatically swept back onto your First Mid Bank operating account.

You can check balances and see where your funds are at all times using an online tool specially developed for ICS. You receive consolidated interest payments and statements from First Mid Bank. The City's confidential information always remains protected and we can provide our privacy policy upon request.

Computer-Based Cash Management System

Describe in detail your online banking services for balance inquiry including access timeframes, immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, positive pay and ACH exception notices, and any other online information that is available to the City.

Our Online Banking and Cash Management product suite allows you to access the following functions from a computer, tablet or smartphone anytime of the day or night, 365 days a year.

View available balances and pending transactions.

- 18 months of transaction history which includes item image retrieval.
- Ability to view, print and email check and deposit images. (This includes the front and back of check items.)
- Online access to 18 months of electronic bank statements, which can be for a single account grouped together.
- Send and receive Wire Transfers and ACH transactions, including direct deposit for payroll.
- Upload Positive Pay files and decision exception items.
- View and decision ACH Block and Filter exception items.
- Transfer funds between accounts.
- Access Remote Deposit Capture through Single Sign-On to Online Banking.
- Create and view stop payments
- Set-up alerts to monitor account activity.
- Transaction activity can be exported on demand for use with other software systems, such as Excel, QuickBooks, Quicken or other ASCII comma-delimited format.
- Perform research by check number, check amount, deposit amount, or date range.
- Pay bills with Online Bill Pay.

Online Banking balances are updated at the end of each business day so that current balances will be available to you by the next business day. Throughout each business day, transactions will memo post to your accounts and will be reflected in your balance in Online Banking. Transactions that are memo posted include all transactions at a First Mid Bank teller line, incoming and outgoing ACH and Wire Transfers, and any transactions performed within Online Banking.

Automated Account Reconciliation

The City requires information provided electronically to reconcile its accounts, including an electronic cleared check report. Information is expected within three (3) business days of month-end. Responding financial institutions should describe their systems and how stale dated checks will be handled.

First Mid Bank offers a complete reconciliation of outstanding and paid checks. Monthly reconciliation reports are generated at the same time as the account statements to assist in reconciling the account statements. First Mid Bank offers two different types of reconciliation that can be provided within 5 days of month end.

Account Analysis (Fee Based Proposals)

If a fee based service is proposed, the City requires that a monthly account analysis be presented within 10 days from cut-off date. The account analysis must show at a minimum the following information:

- Account number
- Period covered
- Average ledger balance
- Average collected balance
- Services rendered to include type of service and quantity
- Per unit charge for each service per the banking agreement
- Extended charges of each type of service provided
- Total monthly charges of all services provided
- Calculation of earnings credit provided by the balances and the effective annual rate

A compensating balance formula should be described, and any written instructions should be enclosed. Also describe the earnings allowance computation methodology (if used).

We can provide a monthly analysis statement that details the above items within 10 days from cutoff date or end of the month.

The City has requested to pay the financial institution in direct fees instead of paying through compensating balances that receive a earnings credit based on the average collected balances(s) in the account(s).

However, if the city would like to offset fees with earnings credit (ECR) instead of direct bill, the calculation of how the earnings credit is calculated is below.

$$\frac{(\text{Average Monthly Collected Balance (X)}) \text{ ECR (X) Number of Days in the Month}}{\text{Actual Number of Days in Year}}$$

Currently, our Earnings Credit Rate is .10%

Account Analysis (No Fee Based Proposals)

If a no-fee based service is proposed, please include the minimum balance required to maintain services and costs of services if the City drops below the minimum required.

N/A

Designated Account Liaison

The City will require the selected financial institution to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the financial institution and be able to resolve any problems or issues that may arise.

Brian Myers, AVP, Treasury Management Relationship Manager II, will serve as your primary point of contact for all your servicing requirements. He will also resolve any problems and/or issues that may arise. Other responsibilities include:

- Recommend products and services that meet the City's needs and goals.
- Oversee the delivery of products and services
- Address your overall satisfaction with the First Mid Bank relationship.

Record Retention

The financial institution should maintain records for the City for the term of three years after the completion of the contract.

First Mid Bank can accommodate the City's request to retain the City's records for three years after the completion of the contract.

ACH Debit / Credit Services

The financial institution must be able to provide ACH services to accommodate a variety of City functions. The City processes one (1) utility draft batch file monthly for the payment of residential and commercial utility bills equating to approximately 675 transactions. In addition, the City processes six (6) vendor payment batches monthly equating to approximately 165 transactions in total. As noted below, the City also processes direct deposits of bi-weekly payroll. Other miscellaneous ACH credits, including ambulance, merchant services, taxes, franchise, and grant payments, average around 125 transactions per month.

First Mid Bank offers ACH payments, timely and efficient transfers of payables and receivables.

Employee Payroll and Vendor Payments.

Simplify your payroll and accounts payable processes with electronic payments. Your business can eliminate expenses and reduce the risks associated with sending paper checks. By embracing payroll direct deposit, you'll also eliminate payroll distribution costs and your employees will appreciate the peace of mind that comes with instant access to their funds on pay day.

Making electronic payments is a streamlined process that not only simplifies reconciliation, it also grants you greater control over your cash balances. With electronic transfers, your business can also consolidate funds from external accounts into your First Mid account for centralized management of your finances.

Direct Billing of Receivables.

Our direct debit services offer a convenient way to collect payments for rent, dues, recurring monthly charges, and more. Through the electronic collection of receivables, your business can debit funds directly from your clients' accounts. This ensures a faster and more efficient receipt of payments for your business, while also providing your clients with the convenience of automatic payments.

Employee Payroll

The financial institution must be able to provide direct deposit and ACH services to accommodate employee payroll. The City of Osage Beach requires all employees to enroll in direct deposit. Employees are paid bi-weekly which generates approximately 235 transactions per pay period. This includes all employee direct payroll deposits, employee direct HSA deposits, and other payroll ACH transactions such as tax and retirement deposits.

Our Cash/Treasury Management module within Online Banking allows for the origination of many types of ACH transactions, including payroll. The City can upload a NACHA formatted file from your payroll software or through a manual input of the net payroll amounts for each employee to create a NACHA-ready file. Employee payroll information can be easily added on just a few quick steps.

All ACH files must be submitted by 4:00 p.m. on the business day before the ACH items are effective. However, it is recommended to initiate the ACH file two days prior to the effective date ACH transactions activity and associated originator details are available at the start of each business day by 8:00a.m. Same day ACH is available. Entries must be made by noon of the effective date.

You will maintain a system administrator who will have full access to the accounts in Business Online Banking and Treasury Management modules. This person will be responsible for assigning other users access to your bank accounts and to the authorized Treasury Management functions. Dual control can be established, if desired, which would require a second user to approve the ACH file before it is sent to the Bank for processing.

ACH Blocker and Filters

Please describe your financial institution's service that would protect the City's bank

accounts from unauthorized access through ACH. Please provide how notifications of exceptions occur.

Our Automated Clearing House (ACH) Blocks and Filters service allows the City to proactively prevent unauthorized electronic transactions before they post to your accounts.

ACH Block Orders

ACH Block Orders define what the City **does not** want posted to its accounts. Return all debits or all credits – or return all ACH items – to block unwanted and fraudulent ACH transactions from posting.

ACH Block Orders can also be refined and customized to block types of payments or items from a specific payee. For example, ACH Block Orders can be used to:

- Block all WEB originated payments
- Block all payments from a specific sending company

Items that meet the criteria of an ACH Block Order are automatically returned to help keep the City's account secure.

ACH Filters

ACH Filter Authorizations lets First Mid Bank know what items are approved for posting on the City's account. You let us know what ACH transactions should be allowed to post to the City's checking account.

If an ACH transaction is presented that has not been allowed, the City will receive an email notification that an exception has occurred. With just a few clicks in our online system, you make a decision to pay or return the exception in Online Banking.

Banking Supplies

The financial institution will provide deposit bags (locking and non-locking), pre-printed duplicate deposit slips, and check stock for the operating account.

First Mid Bank will provide disposable moneybags and printed deposit slips at NO COST to the City.

Banking Equipment

The financial institution will provide the remote deposit capture equipment necessary to process remote deposits accordingly.

First Mid Bank offers remote deposit capture. Using a scanner and software installed on your computer, you can scan checks and transmit the images to First Mid for processing. The technology of the scanner reads the check information and displays the check image on your computer. You'll have the ability to scan and

include multiple checks in one deposit transaction. Once you've scanned all checks for your deposit and reviewed the information, simply submit your deposit for processing. Check images and deposit information is securely transmitted to the bank.

Positive Pay

The City uses positive pay for all accounts. Please describe in detail how your process works, how notifications occur, and the cost, if applicable.

First Mid Bank can help the City minimize losses by detecting fraud early. With our Positive Pay service, you can verify the check transactions before they are paid.

Each time checks are issued the City would electronically transmit a file containing the issued items via Online Banking. These issued files can be uploaded or manually entered into Online Banking.

As checks are presented to us for payment, we will compare the information on each check to the City's issued check file. We identify all items that are presented with mismatched or no issue information on file. Exceptions will occur if the item has not been issued, has already cleared, has been voided, is stale dated, a stop pay has been entered, the payee, check number, date or the amount does not match the issued file.

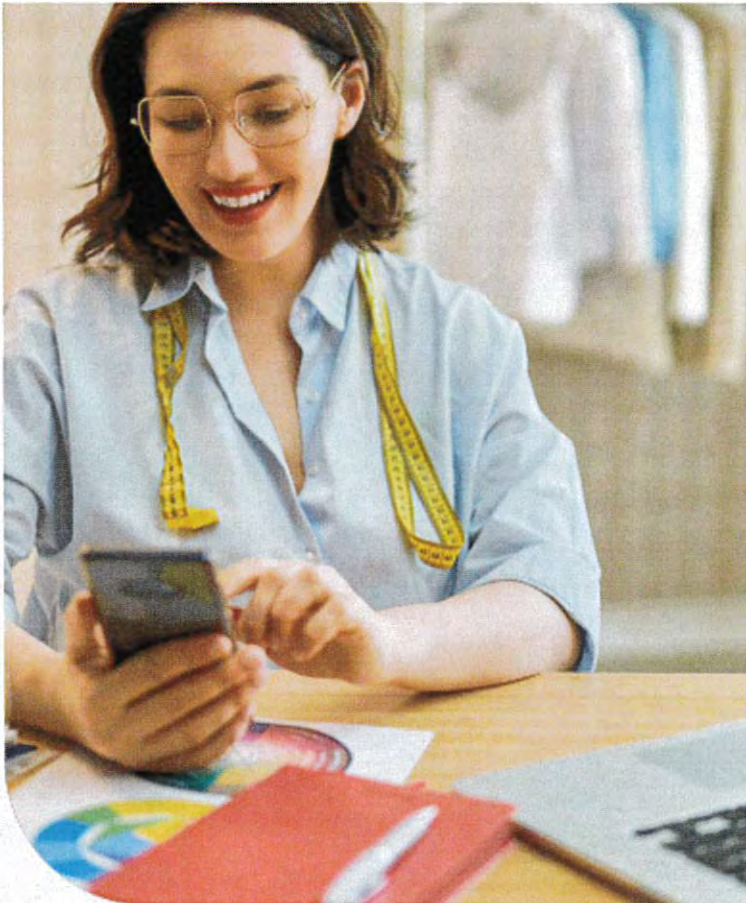
The City will receive an email notification if there are any exception items to review. You will then access Online Banking make pay or return decisions on any items that show as exceptions. The review of the exception items includes an image of the front and back of each check.

Procurement Cards/Credit Cards for City Use

The City uses procurement cards/credit cards to manage employee expenses for travel and many other purchases. Please describe your financial institution's procurement card/credit card program options, including associated costs. Having a system compatible with the City's existing financial software (Tyler Technologies ERP Pro 9) would be a plus.

Four credit card solutions for your business.

Choose a low intro rate, simple rewards, triple cash back
or automatic max rewards.



Visa®
Business Card

Visa® Business
Real Rewards Card

Visa® Business
Cash Preferred Card

Smart Business
Rewards Visa®

VISA
BUSINESS Credit Cards

Visa® Business Card

Purchasing power.



Extended low intro rate

Save on interest with a great low introductory rate for an extended time

Pay down your higher-rate credit card balances faster

Use for large purchases, unexpected expenses or last-minute necessities

Visa® Business Real Rewards Card

Simple, easy rewards.



Earn 1.5X rewards with no limits

1.5X points monthly per \$1 spent on all eligible purchases¹

\$25 awarded after first purchase² – that's 2,500 bonus rewards points

No caps or limits on the number of points you can earn

Redeem points for your choice of cash back³, gift cards, merchandise and travel

Visa® Business Cash Preferred Card

Triple cash back.



3% cash back for your business

3% cash back on eligible purchases at electric vehicle charging and gas stations, cell phone service providers, office supply stores and on dining, including takeout and food delivery service purchases⁴

1% unlimited cash back on all other eligible purchases

\$100 annual software credit after 11 consecutive monthly software transactions⁵

\$25 cash back awarded after first purchase²

Redeem for a statement credit, rewards card, deposit to a qualifying account or PayPal

Smart Business Rewards Visa®

Automatic max rewards.



2X rewards in top two categories

2X points per \$1 spent in your top two spend categories each month - automatically⁶

1X points monthly per \$1 spent on all other eligible purchases

Earn 20,000 bonus rewards points when you spend \$500 in the first 90 days of account opening⁷

No caps or limits on the number of points you can earn

Redeem points for your choice of cash back³, gift cards, merchandise and travel

Apply today! See a representative for details.

The Elan Rewards Program is subject to change. Rewards are earned on eligible net purchases. Net purchases are purchases minus credits and returns. Not all transactions are eligible to earn rewards, such as Advances, Balance Transfers and Convenience Checks. Upon approval, see your Cardmember Agreement for details. You may not redeem rewards, and you will immediately lose all of your rewards, if your Account is closed to future transactions (including, but not limited to, due to Program misuse, failure to pay, bankruptcy, or death). Points expire five years from the end of the quarter in which they are earned.

¹ **Business Real Rewards Card:** You will earn 1.5 Points for every dollar in eligible net purchases charged to your Account during each billing cycle (equal to 1.5% cash back). Monthly net purchase points will be applied each billing cycle.

² **Business Real Rewards and Business Cash Preferred Cards:** First purchase bonus will be applied 6 to 8 weeks after first purchase and is not awarded for balance transfers or cash advances. First use bonus is awarded only on the Authorized Officer purchases.

³ **Business Real Rewards and Smart Business Rewards Cards:** Reward points can be redeemed as a cash deposit to a checking or savings account with this Financial Institution only, which will be deposited within seven business days, or as a statement credit to your credit card account, which will be deposited within one to two billing cycles or as a Rewards Card (\$25 minimum redemption).

⁴ **Business Cash Preferred Card:** You will earn 3% cash back for every dollar in eligible net purchases at merchants classified as electric vehicle charging or gas stations, office supply stores, dining, restaurants, fast-food restaurants, bars, food delivery services and cell phone service providers. All other eligible net purchases will earn 1% cash back. Purchases of gasoline or electric vehicle charging greater than \$200 will not be deemed to be a purchase of automotive fuel and as such will earn a reward of 1%. Cash rewards can be redeemed as a deposit to a checking or savings account with this Financial Institution only, which will be deposited within seven business days, or as a statement credit to your credit card account, which will be deposited within one to two billing cycles, a Rewards Card, Real-Time Rewards or Pay with Rewards when you checkout with PayPal. Purchases qualify for cash back based on how merchants choose to classify their business and we reserve the right to determine which purchases qualify.

⁵ **Business Cash Preferred Card:** An automatic statement credit of \$100 per 12-month period will be applied to your Business Cash Preferred Account within 2 statement billing cycles following 11 consecutive months of eligible software service purchases made directly with a software service provider. We reserve the right to adjust or reverse any portion or all of any software services credit for unauthorized purchases or transaction credits.

⁶ **Smart Business Rewards Card:** You will earn 1 Point for every dollar in eligible net purchases charged to your Account during each billing cycle. In addition, you will earn 1 additional bonus Point (for a total of 2 Points) for every dollar in eligible net purchases in your top two highest merchant spend categories ("Highest Categories") each billing cycle. Highest Categories can change with each billing cycle, depending on your purchase behavior during a particular billing cycle. Highest Categories automatically adjust to reward you on where you spend the most. Some exclusions apply. Please visit <https://card.myaaccountaccess.com/smartbusinessVisa> to see the full list of eligible merchant categories. Purchases qualify for Points based on how merchants choose to classify their business and we reserve the right to determine which purchases qualify.

⁷ If you're approved for a new Smart Business Rewards Card, a one-time 20,000 bonus points will be awarded after eligible net purchases totaling \$500 or more are made to the Authorized Officer's Card within 90 days from account opening. These bonus points will be awarded on your monthly billing statement. Use of the Smart Business Rewards Card is subject to terms and conditions of the Cardmember Agreement, which may be amended from time to time. This offer may not be combined with any other bonus offer. Additional bonus points are earned only on Authorized Officer purchases. Offer is subject to credit approval.

The creditor and issuer of these cards is Elan Financial Services, pursuant to a license from Visa U.S.A. Inc.

©2022 Elan Financial Services

Section 3

EXHIBIT B

Optional Banking Services

The City requests the proposing financial institutions offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing financial institutions are encouraged to make suggestions or add additional [Optional](#) services should be summarized on an attached Exhibit B but can be accompanied and supported by other material.

Visa/Mastercard Gift Cards

Currently do not offer at this time.

ICS & CDARS

Protect your deposits with access to multimillion-dollar FDIC protection.

Through our partnership with IntraFi, we offer products, including CDARS® (Certificate of Deposit Account Registry Service) and ICS® (Insured Cash Sweep), that are capable of insuring deposit amounts above the standard FDIC \$250,000.00 coverage amount.

When your funds are placed through these services, the deposit is divided into amounts under the standard FDIC insurance maximum. The funds are then placed into deposit accounts at multiple FDIC-insured banks. As a result, you can access FDIC coverage from many institutions while working directly with us at First Mid.

You will receive a regular monthly statement showing your demand and savings balances and other key information. You can also check your balances and track other important information online, 24/7. Your information remains confidential and protected.

LockBox Service

For companies and municipalities who receive a high volume of customer checks or receive a smaller number of high-dollar checks, First Mid's LockBox Service is an expedient way to handle those payments. This service combines the best of traditional banking with modern technology.

Leveraging our Treasury Management team's expertise, we securely collect payments from the post office, process them to post to your account in a timely manner, and provide you with real-time online access to check images, reports, and data files. This frees your staff to concentrate their efforts on the daily operation of your business.

Providing quicker access to funds and optimizing staff efficiency, LockBox Service is a streamlined method to collect and process payments. Best of all, this can result in cost reductions and savings for your business.

Section 4

EXHIBIT C

Other Value-Added Banking Services

Please feel free to describe any other added banking or related services that your financial institution would be willing to offer by summarizing on Exhibit C. These should include services not currently utilized by the City which would improve the efficiency of the City's financial operation.

Smart Pay Express

Smart Pay Express enables your customers, tenants, or donors to make secure online payments to your business, nonprofit, or other organization. With Smart Pay Express, our knowledgeable bankers will provide you with a custom branded web address and microsite for your business to support single or recurring payments from:

- Checking or savings accounts (processed as an ACH transaction)
- Credit or debit cards*

Smart Pay Express contains security features that help make every transaction safe and secure. It uses the latest security measures to protect your data, including encryption and fraud detection.

One Card Program

We have partnered with Elan Financial Services to offer you a web-based solution to manage and track the way your business spends money.

The Elan One Card combines purchasing and corporate card programs into a single streamlined payment solution. The one card integrates transactions with one process, one staff, one card issuer and one invoice. Plus, it provides your organization with access to travel and purchase benefits that make doing business safer, easier and more rewarding. Stay in control and in compliance.

Elan provides your organization with built-in levels of security. The one card is the right solution to:

- Manage purchasing and business travel expenses
- Centralize payment and corporate liability
- Monitor compliance with spending policies and negotiated volume thresholds
- Integrate transaction data seamlessly with your financial systems
- Tailor the program to meet the unique needs of your organization

Section 5

Discrimination Policy

Harassment & Discrimination

First Mid prohibits all forms of discrimination, harassment, or intimidation that are unlawful or otherwise violate our policies. Discrimination and harassment, whether based on a person's race, sex, gender, pregnancy, gender identity or expression, color, creed, religion, national origin, nationality, citizenship, age, disability, genetic information, marital status, (including domestic partnerships and civil unions as defined and recognized by applicable law), sexual orientation, culture, ancestry, military status, veteran's status, socioeconomic status, unemployment status, or other legally protected person characteristics, are completely inconsistent with our tradition of providing a respectful, professional, and dignified workplace. Any form of retaliation against anyone who has complained of or formally reported discrimination, harassment, or sexual assault, or has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated, and violates both this policy and applicable law.

Discrimination and harassment diminish First Mid's ability to achieve our goals as a company and are inconsistent with maintaining a work environment in which employees can achieve their highest levels of individual productivity. First Mid will promptly investigate allegations of harassment or discrimination and will take appropriate disciplinary action to the fullest extent permitted by law. Investigations are handled with sensitivity; all employees are expected to cooperate fully in such investigations.

Harassment

It is First Mid's policy to provide a work environment free of sexual and other harassment. To that end, harassment of First Mid's employees by management, supervisors, coworkers, or vendors who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated. First Mid will take all steps necessary to prevent and eliminate harassment.

Complaints of Harassment or Discrimination

Any employee who feels subjected to harassment or discrimination should immediately report it to their immediate supervisor and/or a member of the Human Resources Department. If an employee does not feel that he or she can adequately discuss allegations of harassment or discrimination with his or her immediate supervisor, the employee should report the allegations to a higher-level supervisor or manager and/or the Human Resources Department. Any supervisor or manager who becomes aware of any sexual harassment should immediately advise the Human Resources Department. Reports will be investigated promptly and thoroughly, and appropriate action taken. If a report of an employee's violation of the policy has merit, disciplinary action will be taken against the offender, up to and including termination. To the extent reasonably possible, confidentiality with respect to reports and related investigations will be maintained.

Retaliation by a supervisor or manager against any employee for reporting harassment or discrimination or for providing information in support of such a report in the course of an investigation is unlawful and prohibited and may result in disciplinary action up to and including termination

Section 6

EXHIBIT D & E

PROPOSAL STIPULATION REQUIREMENTS – RFP FORM

PROPOSAL STIPULATION REQUIREMENTS – RFP FORM

The following stipulation requirements are being requested in this Banking Services RFP:

1. A financial institution must bid on all Required Services (Exhibit A), but any financial institution can bid on any one or all the Optional Banking Services (Exhibit B). [Complete](#)
2. The proposal should not be expensive or extravagant. It should be simple and easily understood. Proposals must be submitted in the format provided in this RFP. Supporting material must be provided. [Complete](#)
3. A duly authorized official of the financial institution must sign the proposal, including Exhibit D and Exhibit E. [Complete](#)
4. The following financial institution profile data is required:
 - The 2023 year-end financial statements or most recent 12-month ending period. If the financial institution is owned by a holding company, submit financial statements for both the financial institution and the holding company.
 - Identify the three largest owners of your financial institution.
 - Describe how the City would rank relative to other customers of the financial institution in relationship to size, complexity of service, availability and expertise of financial institution personnel, etc. [Complete \(Links in Section 6\)](#)
5. Each response should include resumes of key management and staff members to be assigned to the account. [Complete \(In section 6\)](#)
6. Provide information regarding your community reinvestment and community involvement within City of Osage Beach in the last three years. [Complete \(In section 6\)](#)
7. Provide a list of three customers of similar size and complexity to the City's requirements (especially other municipalities), including contact names, addresses, phone numbers, and e-mail addresses. [Complete \(In section 6\)](#)
8. All contract form(s) required to provide services proposed in this RFP must be submitted as part of the proposal, including a proposed Banking Contract and Security Agreement. [Complete](#)
9. Provide information describing security precautions that will be utilized to protect City funds and information. [Complete \(In section 6\)](#)

10. Attach a copy of your financial institution's statement of equal opportunity employment practices. [Complete \(In section 6\)](#)
11. Acknowledge compliance with the City's Investment Policy (Exhibit F).
[First Mid Bank acknowledges compliance with Exhibit F](#)

EXHIBIT D

**CITY OF OSAGE BEACH, MISSOURI
REQUEST FOR PROPOSALS-BANKING SERVICES**

FINANCIAL INSTITUTION NAME :

FIRST MID BANK AND TRUST

APPLICATION TO ACT AS DEPOSITORY FOR FUNDS FOR

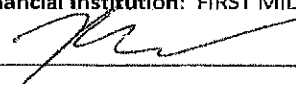
THE CITY OF OSAGE BEACH, MISSOURI.

To: Karri Bell
City Treasurer
City of Osage Beach,
Missouri 1000 City
Parkway
Osage Beach, MO 65065

The undersigned certifies that the financial institution submitting this proposal is an institution eligible to be a depository of public funds pursuant to Missouri Statutes.

The undersigned hereby proposes, if selected by the City of Osage Beach, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, initialed on each page, the financial institution officially agrees to provide the services requested and this agreement covers all the terms, conditions, and specifications of this proposal. The prices shall remain fixed for a period of four years.

Proposing Financial Institution: FIRST MID BANK AND TRUST _____

By:  _____

Title: AVP, TREASURY MANAGEMENT RELATIONSHIP MANAGER II _____

EXHIBIT E

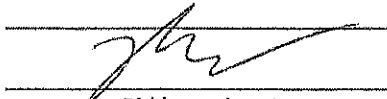
**CITY OF OSAGE BEACH, MISSOURI
REQUEST FOR PROPOSALS-BANKING SERVICES**

NON-COLLUSION AFFIDAVIT

CITY OF OSAGE BEACH

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

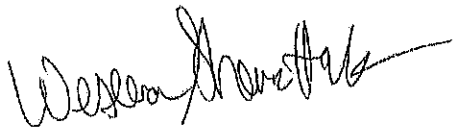


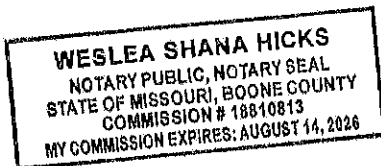
Bidder or Agent

For First Mid Bank and Trust Firm or Corporation

Subscribed and sworn to before me this 30th day of July

2020. My Commission Expires 08-14-2026





Assignment of an Account Executive

- First Mid's account executives serve our clients as relationship managers. They are expected to consult with business customers to insure clients needs are met and clients cash conversion cycle is operating as efficiently as possible. They perform annual reviews, and/or by the request of clients to evaluate cash management needs, among other related duties.
- Relationship managers ensure clients have a committed point of contact to the bank. They will make introductions, as needed, to other subject matter experts from different lines of business including: lending, insurance, wealth management, merchant services, deposits and support teams.

Account Executives serving your community:

Brett Burri

Community Market President II
Office Number: 573-447-87004
Email: bburri@firstmid.com

Brian Myers

AVP, Treasury Management Relationship Manager II
Office Number: 573-447-8712
Email: bmyers@firstmid.com

Millie White

Regional Deposit Manager
Office Number: 573-691-4455
Email: miwhite@firstmid.com

Wendy Ruud

Branch Manager
Office Number: 573-746-3158
Email: wruud@firstmid.com

Banking Center Contacts:

Wendy Ruud – Branch Manager

Osage Beach

995 KK Drive

Osage Beach, MO 65065

Phone: 573-302-1117

Hours:

Lobby Hours

Mon-Fri 9:00 a.m. – 4:00 p.m.

Saturday Closed

Drive-Up Hours

Mon-Fri 8:30 a.m. – 5:00 p.m.

Saturday 9:00 a.m. – 12:00 p.m.

This full-service banking center is located just off of Osage Beach Parkway (Old US 54). Personal banking services include checking and savings, auto and personal loans (ie: RVs, motorcycles, and boats), home equity loans and mortgages. Business services include checking and treasury management, and business loans. Staff at this location can also assist with retirement planning and investments.

Also at this location: Drive-up ATM with image deposit capability, safe deposit boxes, and night deposit box.

First Mid professionals can also help with insurance, trust services, and ag services.

REFERENCES

Housing Authority of the City of Columbia

201 Switzler Street

Columbia, MO 65203

Randy Cole, CEO - rcole@columbiaha.com – 573-443-2556

Paige Sports Entertainment

302 Campusview Drive, Ste. 108

Columbia, MO 65201

Amber Snider, CFO – amber@paigesports.com – 573-447-8000

St. Louis Development Corp

1520 Market Street, Suite 2000

Saint Louis, MO 63103

Chris Maguire, Accounting Manager – maguirec@stlouis-mo.gov - 314-657-3731

Treasury Services Support Team

Our business is supporting your business. That is why we're here to answer your questions and assist with your business transactions.

Contact us:

Direct team number: 1-833.680.5110

Monday – Friday 8:30 a.m. – 5:00 p.m. (CST)

treasuryservices@firstmid.freshdesk.com

Products Supported:

- ACH & Wire Origination through online banking
- Commercial online banking
- Check & ACH Positive Pay
- Direct Connect
- Lockbox
- Remote Deposit Capture

Processing Schedule:

Knowing when payments will be processed is an important part of timing your transactions. Anything received after these cut-off times will be processed on the next business day. (All stated times are Central Time)

Business Cut Off Times	
	First Mid
Branch Deposits	Close of Business
Mobile Deposit	3:00 PM
Remote Deposit	5:00 PM
Business Online Internal Transfers	6:00 PM
ACH Processing (Same-Day)	1:00 PM
ACH Processing	4:00 PM
Wires (Domestic & International)	4:00 PM
Bill Pay	9:00 PM
Positive Pay Decisioning	12:00 PM
ACH Fraud Filter Decisioning	12:00 PM
Locbox	4:00 PM

Security Precautions

Internet Banking Security

First Mid Bank provides best practice security protocols with leveled security. We require account agreements, and we will also obtain corporate resolutions that lists the authorized individuals who can transact business on behalf of the City.

To access and use our Business Online Banking System, users are required to enter a User ID, complex password, and provide answers to security challenge questions as required by transaction type. We require a security token for ACH and/or Wire Transfer Services when accessed through our Business Online Banking as an additional layer of security. These tokens use complex mathematical algorithms to generate a series of one-time codes from a secret shared key. We also perform call backs to designated City staff for all wires generated through online through our Online Banking/Cash Management system. Audit reports are available which details user ID, and date and time of all activities.

The City will appoint at least one security administrator for Business Online Banking. These security administrators will define the functions, accounts and limits to which users have rights. Users can view and access the functions only for which they are authorized.

Our Business online Banking Service provides you the ability to require that an approval of certain transactions be given before they can be processed. TO increase your internal security, we recommend that your Security Administrators assign dual control, which requires a second user's approval, to initiate and approve transactions such as ACH payment originations, Wire Transfers and Bill Pay whenever possible.

Bank Security

We exercise commercially responsible efforts to ensure that we meet all our obligations to the City and to all our clients. Our policies define our critical business processes to comply with the requirements of the Federal Reserve, the Federal Financial Institutions Examination Council (FFIEC), and the Missouri Division of Finance.

To ensure a high degree of security, we utilize a multi-tiered demilitarized zone between the Internet and our internal systems. We also employ a firewall infrastructure that allows the Bank to specify and limit both inbound and outbound traffic, as well as, employ the use of intrusion detection systems at each tier to detect and stop intruders before they reach our internal systems.

We are examined regularly by both our external regulators, as well as external and internal auditors. The Federal Reserve and Missouri Division of Finance conduct annual examinations of our information technology platforms.

These audit of our systems are performed to validate appropriate controls for fraud prevention and ensure we meet industry standards for security. The Bank uses a layered approach for fraud prevention, seeking primarily to prevent initiation of fraudulent items in the first place, but also using other safeguards and software to identify fraud.

E-banking channels are frequently reviewed to identify new opportunities to increase security and remain state-of-the-art from a security perspective. In addition to managing security at the point of initiation, fraud detection tools are in place on core bank platforms as another layer of protection.

Business Continuity Program

We have established policies and assigned responsibilities to verify that appropriate contingency plans are developed and maintained for each business area that supports our networks and the products and services we offer. The intent of these contingency plans is to assure the continued operation of critical systems in the event of a disaster, emergency or other unforeseen events threatening interruption of these services.

Our business continuity program provides comprehensive business impact analysis, risk assessment, disaster recovery planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

First Mid Bank systems provide built-in redundancy for core processing, operations, and service delivery functions. We have strategically located data centers and operations centers throughout the United States.



First Mid Bancshares, Inc. Announces Second Quarter 2024 Results

Company Release – August 1, 2024

MATTOON, IL -- First Mid Bancshares, Inc. (NASDAQ: FMBH) (the “Company”) today announced its financial results for the quarter ended June 30, 2024.

Highlights

- Net income of \$19.7 million, or \$0.82 diluted EPS
- Adjusted net income (non-GAAP) of \$20.1 million, or \$0.84 diluted EPS
- Margin expansion and loan growth drove an increase in net interest income of \$1.3 million for the quarter
- Announced the acquisition of Mid Rivers Insurance Group (“MRIG”) on July 9th deepening our Missouri presence and increasing noninterest income
- Board of Directors increases quarterly dividend by \$0.01 per share to \$0.24 per share

“We delivered another strong quarter of financial results and continued our strategy to expand noninterest income with the acquisition of MRIG,” said Joe Dively, Chairman and Chief Executive Officer. “The quarter included solid loan growth and superior asset quality. The loan growth and repricing of our earning assets, combined with active management of our funding costs helped drive an 11-basis point increase in margin for the period.”

“The MRIG acquisition deepens our Missouri presence with a highly productive team covering the St. Louis and mid-Missouri footprint. We welcome the MRIG team and are excited about the growth and diversity they bring to our insurance offerings and the opportunity to deepen relationships for customers of both companies,” Dively concluded.

Taxes

On June 7, 2024, Illinois passed HB 4951, which among other things changed the apportionment related to investment income. For purposes of computing Illinois sourced receipts, the apportionment on investment income is now the same as the apportionment factor on all non-investment income. The effect of this for First Mid is a lower Illinois tax rate going forward. However, the impact to the second quarter of 2024 was a \$1.0 million tax expense for the lower rate applied to associated deferred tax assets. This nonrecurring expense reduced diluted EPS for the period by \$0.04.

Net Interest Income

Net interest income for the second quarter of 2024 increased by \$1.3 million, or 2.3% compared to the first quarter of 2024. Interest income increased by \$1.0 million primarily driven by loan growth and repricing of maturing loans. The Company primarily utilized cash for loan funding and did not replace most borrowings that matured. This strategy combined with lower deposit balances drove a decline in interest expense by \$0.3 million.

In comparison to the second quarter of 2023, net interest income increased \$14.4 million, or 34.0%. Interest income increased by \$22.6 million and interest expense increased \$8.2 million. The increases were primarily driven by the addition of Blackhawk and higher interest rates.

Net Interest Margin

Net interest margin, on a tax equivalent basis, was 3.36% for the second quarter of 2024, which was an 11-basis point increase compared to the prior quarter. Earning asset yields increased by 11 basis points, while the average cost of funds was flat. Accretion income for the quarter was \$3.7 million, which was an increase of \$0.1 million from the prior quarter.

In comparison to the second quarter of last year, the net interest margin increased 52 basis points, with an average earnings asset increase of 84 basis points versus the average cost of funds increase of 32 basis points. The increases were due to higher rates on new and renewed loans as well as increased competition on deposits.

Loan Portfolio

Total loans ended the quarter at \$5.56 billion, representing an increase of \$61.3 million, or 1.1% compared to the prior quarter. Growth was well diversified between construction and land development, multifamily, commercial real estate and commercial and industrial loans. The average yield on new loans and operating line usage was approximately 8.0% in the quarter.

Asset Quality

The Company benefits from a strong performing credit culture that is reflective in its ratios for the current quarter. The allowance for credit losses ('ACL') increased by \$0.4 million to \$68.3 million with an ending ACL to total loans ratio of 1.23%. Provision expense was recorded in the amount of \$1.1 million and the Company had net charge offs of \$0.7 million in the period. Also, at the end of the second quarter, the ratio of non-performing loans to total loans was 0.34%, and the ACL to non-performing loans was 358%. The ratio of non-performing assets to total assets was 0.27% at quarter end. Non-performing loans decreased by \$1.0 million in the period to \$19.1 million. Special mention loans declined \$34.9 million in the quarter to \$30.8 million driven by a combination of upgrades and paydowns. Substandard loans declined \$1.7 million in the period to \$27.6 million.

Deposits and Funding

Total deposits ended the quarter at \$6.12 billion, which represented a decrease of \$127.2 million, or 2.0% from the prior quarter. The decrease was primarily in interest bearing demand deposits and noninterest bearing accounts, which included the deposit change mentioned in the first quarter release where approximately \$50.0 million of second quarter outflows were short-term customer cash flow needs that were received on the last day of the first quarter. In comparison to the prior quarter, the average cost of funds was flat in the second quarter of 2024 at 1.91%.

During the quarter, the Company repurchased and cancelled \$4.0 million of its outstanding 3.95% fixed-to-floating rate subordinated notes due 2030 ("Notes"). The Notes were purchased at a discount in the open market and generated a gain, net of the discount, of \$0.1 million.

Noninterest Income and MRIG

Noninterest income for the second quarter of 2024 was \$22.4 million compared to \$24.5 million in the prior quarter. The decrease compared to the prior quarter was primarily due to the seasonality in insurance revenues, which were lower by \$2.7 million. Excluding insurance, noninterest income increased in the quarter primarily driven by higher service charges, mortgage banking and debit card fees. Wealth management revenues increased \$0.1 million in the quarter and ended the period with \$6.3 billion in assets under management.

In comparison to the second quarter of 2023, noninterest income increased \$2.9 million, or 15.1%. The increase was primarily driven by the addition of Blackhawk and growth in insurance revenues.

On July 9, 2024, our subsidiary First Mid Insurance Group closed on the acquisition of Mid Rivers Insurance Group based in O'Fallon, Missouri. MRIG serves the greater St. Louis and mid-Missouri markets overlapping First Mid's operating markets. MRIG has a diversified product offering including personal lines, commercial lines, transportation and agriculture. The experienced team of 10 producers generates annual revenue of approximately \$2.7 million, which is expected to significantly grow with the opportunities from bank referrals and access to expanded markets.

Noninterest Expenses

Noninterest expense for the second quarter of 2024 totaled \$51.4 million compared to \$53.4 million in the prior quarter. The decrease was primarily driven by lower nonrecurring integration costs, which totaled \$0.3 million in the second quarter of 2024 versus \$2.3 million in the first quarter of 2024. The current quarter included a \$0.7 million annual incentive credit in debit card fees, while the prior quarter included a \$0.9 million credit for a negotiated adjustment for a new agreement.

In comparison to the second quarter of 2023, noninterest expenses increased \$11.3 million. The increase was primarily driven by the addition of Blackhawk and organic growth, including the impacts from higher inflation.

The Company's efficiency ratio, as adjusted in the non-GAAP reconciliation table herein, for the second quarter 2024 was 59.6% compared to 59.1% in the prior quarter and 60.4% for the same period last year.

Capital Levels and Dividend

The Company's capital levels remained strong and comfortably above the "well capitalized" levels. Capital levels ended the period as follows:

Total capital to risk-weighted assets	15.46%
Tier 1 capital to risk-weighted assets	12.65%
Common equity tier 1 capital to risk-weighted assets	12.24%
Leverage ratio	10.04%

The Company's Board of Directors approved an increase of \$0.01 to its next quarterly dividend of \$0.24 payable on August 30, 2024 for shareholders of record on August 16, 2024.

About First Mid: First Mid Bancshares, Inc. ("First Mid") is the parent company of First Mid Bank & Trust, N.A., First Mid Insurance Group, Inc., and First Mid Wealth Management Co. First Mid is a \$7.6 billion community-focused organization that provides a full-suite of financial services including banking, wealth management, brokerage, Ag services, and insurance through a sizeable network of locations throughout Illinois, Missouri, Texas, and Wisconsin and a loan production office in the greater Indianapolis area. Together, our First Mid team takes great pride in providing solutions and services to the customers and communities and has done so over the last 159 years. More information about the Company is available on our website at www.firstmid.com.

Non-GAAP Measures: In addition to reports presented in accordance with generally accepted accounting principles ("GAAP"), this release contains certain non-GAAP financial measures. The Company believes that such non-GAAP financial measures provide investors with information useful in understanding the Company's financial performance. Readers of this release, however, are urged to review these non-GAAP financial measures in conjunction with the GAAP results as reported. These non-GAAP financial measures are detailed as supplemental tables and include "Adjusted Net Income," "Adjusted Diluted EPS," "Efficiency Ratio," "Net

Interest Margin, tax equivalent,” and “Tangible Book Value per Common Share”. While the Company believes these non-GAAP financial measures provide investors with a broader understanding of the capital adequacy, funding profile and financial trends of the Company, this information should be considered as supplemental in nature and not as a substitute to the related financial information prepared in accordance with GAAP. These non-GAAP financial measures may also differ from the similar measures presented by other companies.

Forward Looking Statements

This document may contain certain forward-looking statements about First Mid, such as discussions of First Mid’s pricing and fee trends, credit quality and outlook, liquidity, new business results, expansion plans, anticipated expenses and planned schedules. First Mid intends such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies and expectations of First Mid are identified by use of the words “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” or similar expressions. Actual results could differ materially from the results indicated by these statements because the realization of those results is subject to many risks and uncertainties, including, among other things, changes in interest rates; general economic conditions and those in the market areas of First Mid; legislative and/or regulatory changes; monetary and fiscal policies of the U.S. Government, including policies of the U.S. Treasury and the Federal Reserve Board; the quality or composition of First Mid’s loan or investment portfolios and the valuation of those investment portfolios; demand for loan products; deposit flows; competition, demand for financial services in the market areas of First Mid; accounting principles, policies and guidelines; and the impact of the global COVID-19 pandemic on First Mid’s businesses. Additional information concerning First Mid, including additional factors and risks that could materially affect First Mid’s financial results, are included in First Mid’s filings with the SEC, including its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q. Forward-looking statements speak only as of the date they are made. Except as required under the federal securities laws or the rules and regulations of the SEC, we do not undertake any obligation to update or review any forward-looking information, whether as a result of new information, future events or otherwise.

Investor Contact:

Austin Frank
SVP, Shareholder Relations
217-258-5522
afrank@firstmid.com

Matt Smith
Chief Financial Officer
217-258-1528
msmith@firstmid.com

- Tables Follow -

FIRST MID BANCSHARES, INC.
Condensed Consolidated Balance Sheets
(In thousands, unaudited)

	June 30, 2024	As of December 31, 2023	June 30, 2023
Assets			
Cash and cash equivalents	\$ 235,480	\$ 143,064	\$ 174,253
Investment securities	1,120,930	1,179,402	1,169,428
Loans (including loans held for sale)	5,560,617	5,580,565	4,813,416
Less allowance for credit losses	(68,312)	(68,675)	(58,719)
Net loans	5,492,305	5,511,890	4,754,697
Premises and equipment, net	101,583	101,396	89,924
Goodwill and intangibles, net	257,377	264,231	178,615
Bank Owned Life Insurance	168,439	166,125	152,538
Other assets	204,946	220,686	184,414
Total assets	\$ 7,581,060	\$ 7,586,794	\$ 6,703,869
Liabilities and Stockholders' Equity			
Deposits:			
Non-interest bearing	\$ 1,393,336	\$ 1,398,234	\$ 1,171,047
Interest bearing	4,722,443	4,725,425	4,048,538
Total deposits	6,115,779	6,123,659	5,219,585
Repurchase agreements with customers	205,955	213,721	209,170
Other borrowings	263,735	263,787	449,979
Junior subordinated debentures	24,169	24,058	19,448
Subordinated debt	103,029	106,755	94,632
Other liabilities	54,748	61,610	50,368
Total liabilities	6,767,415	6,793,590	6,043,182
Total stockholders' equity	813,645	793,204	660,687
Total liabilities and stockholders' equity	\$ 7,581,060	\$ 7,586,794	\$ 6,703,869

FIRST MID BANCSHARES, INC.
Condensed Consolidated Statements of Income
(In thousands, except per share data, unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Interest income:				
Interest and fees on loans	\$ 79,560	\$ 58,368	\$ 157,383	\$ 114,604
Interest on investment securities	7,405	7,193	14,810	14,320
Interest on federal funds sold & other deposits	1,718	569	4,162	877
Total interest income	88,683	66,130	176,355	129,801
Interest expense:				
Interest on deposits	26,338	16,580	52,434	29,347
Interest on securities sold under agreements to repurchase	1,615	1,723	3,671	3,186
Interest on other borrowings	2,248	4,084	4,562	8,967
Interest on jr. subordinated debentures	537	390	1,079	769
Interest on subordinated debt	1,180	986	2,374	1,974
Total interest expense	31,918	23,763	64,120	44,243
Net interest income	56,765	42,367	112,235	85,558
Provision for credit losses	1,083	458	726	(359)
Net interest income after provision for loan	55,682	41,909	111,509	85,917
Non-interest income:				
Wealth management revenues	5,405	5,341	10,727	10,855
Insurance commissions	6,531	5,737	15,744	14,217
Service charges	3,227	2,386	6,183	4,589
Net securities gains/(losses)	(156)	(6)	(156)	(52)
Mortgage banking revenues	1,038	332	1,744	482
ATM/debit card revenue	4,281	3,265	8,336	6,348
Other	2,096	2,431	4,322	5,526
Total non-interest income	22,422	19,486	46,900	41,965
Non-interest expense:				
Salaries and employee benefits	30,164	23,544	60,612	49,615
Net occupancy and equipment expense	7,507	6,035	15,067	12,040
Net other real estate owned (income) expense	85	27	64	160
FDIC insurance	902	1,076	1,771	1,539
Amortization of intangible assets	3,340	1,477	6,837	2,999
Stationary and supplies	370	315	761	607
Legal and professional expense	2,536	1,780	4,985	3,470
ATM/debit card expense	1,281	1,016	2,472	2,239
Marketing and donations	814	908	1,676	1,562
Other	4,392	3,864	10,508	7,388
Total non-interest expense	51,391	40,042	104,753	81,619
Income before income taxes	26,713	21,353	53,656	46,263
Income taxes	6,968	4,786	13,408	10,516
Net Income	\$19,745	\$16,567	\$40,248	\$35,747
Per Share Information				
Basic earnings per common share	\$ 0.83	\$ 0.81	\$ 1.69	\$ 1.74
Diluted earnings per common share	0.82	0.80	1.68	1.74
Weighted average shares outstanding	23,896,210	20,528,717	23,884,472	20,510,585
Diluted weighted average shares outstanding	23,998,152	20,628,239	23,979,244	20,596,283

FIRST MID BANCSHARES, INC.
Condensed Consolidated Statements of Income
(In thousands, except per share data, unaudited)

	For the Quarter Ended				
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Interest income:					
Interest and fees on loans	\$ 79,560	\$ 77,823	\$ 78,676	\$ 69,143	\$ 58,368
Interest on investment securities	7,405	7,405	8,515	9,284	7,183
Interest on federal funds sold & other deposits	1,718	2,444	2,736	2,011	569
Total interest income	88,683	87,672	89,927	80,438	66,130
Interest expense:					
Interest on deposits	26,338	26,096	25,900	22,047	16,580
Interest on securities sold under agreements to repurchase	1,615	2,056	1,754	1,625	1,723
Interest on other borrowings	2,248	2,314	3,073	4,749	4,084
Interest on Jr. subordinated debentures	537	542	545	545	390
Interest on subordinated debt	1,180	1,194	1,193	1,029	986
Total interest expense	31,918	32,202	32,465	29,995	23,763
Net interest income	56,765	55,470	57,462	50,443	42,367
Provision for credit losses	1,083	(357)	552	5,911	458
Net interest income after provision for loan	55,682	55,827	56,910	44,532	41,909
Non-Interest Income:					
Wealth management revenues	5,405	5,322	4,998	4,940	5,341
Insurance commissions	6,531	9,213	5,398	5,199	5,737
Service charges	3,227	2,956	3,298	2,994	2,386
Securities gains, net	(156)	0	46	3,389	(6)
Mortgage banking revenues	1,038	706	954	846	332
ATM/debit card revenue	4,281	4,055	4,233	3,766	3,265
Other	2,096	2,226	2,841	1,919	2,431
Total non-Interest Income	22,422	24,478	21,768	23,053	19,486
Non-Interest expense:					
Salaries and employee benefits	30,164	30,448	29,925	25,422	23,544
Net occupancy and equipment expense	7,507	7,560	7,977	6,929	6,035
Net other real estate owned (income) expense	85	(21)	800	902	27
FDIC Insurance	902	869	1,015	785	1,076
Amortization of Intangible assets	3,340	3,497	3,560	2,568	1,477
Stationary and supplies	370	391	404	335	315
Legal and professional expense	2,536	2,449	2,065	1,844	1,780
ATM/debit card expense	1,281	1,191	1,332	1,751	1,016
Marketing and donations	814	862	679	764	908
Other	4,392	6,116	9,268	5,796	3,864
Total non-Interest expense	51,391	53,362	57,025	47,096	40,042
Income before income taxes	26,713	26,943	21,653	20,489	21,353
Income taxes	6,968	6,440	3,582	5,372	4,786
Net income	\$19,745	\$20,503	\$18,071	\$15,117	\$16,567
Per Share Information					
Basic earnings per common share	\$ 0.83	\$ 0.86	\$ 0.76	\$ 0.68	\$ 0.81
Diluted earnings per common share	0.82	0.86	0.76	0.68	0.80
Weighted average shares outstanding	23,896,210	23,872,731	23,837,853	22,220,438	20,528,717
Diluted weighted average shares outstanding	23,998,152	23,960,335	23,921,758	22,319,334	20,628,239

FIRST MID BANCSHARES, INC.
Consolidated Financial Highlights and Ratios
(Dollars in thousands, except per share data)
(Unaudited)

	As of and for the Quarter Ended				
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Loan Portfolio					
Construction and land development	\$ 195,389	\$ 186,851	\$ 205,077	\$ 189,206	\$ 151,574
Farm real estate loans	387,015	388,941	391,132	399,834	392,220
1-4 Family residential properties	507,517	518,641	542,469	531,699	418,932
Multifamily residential properties	334,446	312,758	319,129	327,067	303,482
Commercial real estate	2,406,955	2,396,092	2,384,704	2,392,834	2,056,529
Loans secured by real estate	3,831,322	3,808,283	3,842,511	3,840,640	3,322,737
Agricultural operating loans	213,997	213,217	196,272	179,447	148,318
Commercial and Industrial loans	1,268,646	1,227,906	1,266,159	1,242,653	1,094,522
Consumer loans	70,841	79,569	91,014	99,542	80,241
All other loans	175,811	175,320	184,609	177,783	167,598
Total loans	5,560,617	5,499,295	5,580,565	5,540,065	4,813,416
Deposit Portfolio					
Non-interest bearing demand deposits	\$ 1,393,336	\$ 1,448,299	\$ 1,398,234	\$ 1,389,022	\$ 1,171,047
Interest bearing demand deposits	1,909,993	1,974,857	1,837,296	1,940,162	1,477,765
Savings deposits	673,381	704,777	710,586	734,377	602,523
Money Market	1,127,699	1,107,177	1,129,950	1,161,957	923,259
Time deposits	1,011,370	1,007,826	1,047,593	1,120,806	1,044,991
Total deposits	6,115,779	6,242,936	6,123,659	6,346,324	5,219,585
Asset Quality					
Non-performing loans	\$ 19,079	\$ 20,064	\$ 20,128	\$ 21,269	\$ 18,637
Non-performing assets	20,557	21,471	21,292	23,565	22,615
Net charge-offs (recoveries)	708	381	118	181	(38)
Allowance for credit losses to non-performing loans	358.05%	338.60%	341.19%	320.85%	315.07%
Allowance for credit losses to total loans outstanding	1.23%	1.24%	1.23%	1.23%	1.22%
Nonperforming loans to total loans	0.34%	0.36%	0.36%	0.38%	0.39%
Nonperforming assets to total assets	0.27%	0.28%	0.28%	0.30%	0.34%
Special Mention loans	30,767	65,693	74,050	73,732	40,687
Substandard and Doubtful loans	27,594	29,296	28,945	30,575	28,255
Common Share Data					
Common shares outstanding	23,895,868	23,888,929	23,827,137	23,830,038	20,528,192
Book value per common share	\$ 34.05	\$ 33.40	\$ 33.29	\$ 30.97	\$ 32.18
Tangible book value per common share ⁽¹⁾	23.28	22.49	22.20	19.73	23.48
Tangible book value per common share excluding other comprehensive income at period end ⁽¹⁾	29.43	28.67	27.93	27.24	30.87
Market price of stock	32.88	32.68	34.66	26.56	24.14
Key Performance Ratios and Metrics					
End of period earning assets	\$ 6,812,574	\$ 6,923,742	\$ 6,780,160	\$ 7,007,282	\$ 6,023,553
Average earning assets	6,815,932	6,884,855	6,948,309	6,593,781	6,049,626
Average rate on average earning assets (tax equivalent)	5.27%	5.16%	5.18%	4.89%	4.43%
Average rate on cost of funds	1.91%	1.91%	1.85%	1.83%	1.59%
Net interest margin (tax equivalent) ⁽¹⁾	3.36%	3.25%	3.33%	3.06%	2.84%
Return on average assets	1.05%	1.07%	0.95%	0.90%	0.99%
Adjusted return on average assets ⁽¹⁾	1.07%	1.17%	1.16%	0.94%	1.03%
Return on average common equity	9.92%	10.37%	9.75%	8.70%	10.07%
Adjusted return on average common equity ⁽¹⁾	10.11%	11.28%	12.11%	9.82%	10.42%
Efficiency ratio (tax equivalent) ⁽¹⁾	59.61%	59.09%	58.91%	58.60%	60.37%
Full-time equivalent employees	1,185	1,188	1,187	1,224	995

¹ Non-GAAP financial measure. Refer to reconciliation to the comparable GAAP measure.

FIRST MID BANCSHARES, INC.

Net Interest Margin

(In thousands, unaudited)

For the Quarter Ended June 30, 2024

	QTD Average Balance	Interest	Average Rate
INTEREST EARNING ASSETS			
Interest bearing deposits	\$ 127,962	\$ 1,667	5.24%
Federal funds sold	23	8	139.89%
Certificates of deposits investments	3,745	43	4.62%
Investment Securities:			
Taxable (total less municipals)	883,503	5,417	2.45%
Tax-exempt (Municipals)	271,488	2,516	3.71%
Loans (net of unearned income)	5,529,211	79,628	5.79%
Total interest earning assets	6,815,932	89,279	5.27%
NONEARNING ASSETS			
Cash and due from banks	95,891		
Premises and equipment	101,562		
Other nonearning assets	606,493		
Allowance for loan losses	(67,929)		
Total assets	\$ 7,551,949		
INTEREST BEARING LIABILITIES			
Demand deposits	\$ 3,021,299	\$ 17,286	2.30%
Savings deposits	688,057	185	0.11%
Time deposits	977,265	8,867	3.65%
Total interest bearing deposits	4,686,621	26,338	2.26%
Repurchase agreements	205,711	1,615	3.16%
FHLB advances	249,187	2,248	3.63%
Federal funds purchased	-	-	0.00%
Subordinated debt	106,033	1,180	4.48%
Jr. subordinated debentures	24,140	537	8.95%
Other debt	-	-	0.00%
Total borrowings	585,071	5,580	3.84%
Total interest bearing liabilities	5,271,692	31,918	2.44%
NONINTEREST BEARING LIABILITIES			
Demand deposits	1,439,414	Average cost of funds	1.91%
Other liabilities	44,595		
Stockholders' equity	796,248		
Total liabilities & stockholders' equity	\$ 7,551,949		
Net Interest Earnings / Spread		\$ 57,361	2.83%
Impact of Non-Interest Bearing Funds			0.53%
Tax effected yield on interest earning assets			3.36%

FIRST MID BANCSHARES, INC.
Reconciliation of Non-GAAP Financial Measures
(in thousands, unaudited)

	As of and for the Quarter Ended				
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Net interest income as reported	\$ 56,765	\$ 55,470	\$ 57,462	\$ 50,443	\$ 42,367
Net interest income, (tax equivalent)	57,361	56,086	58,255	51,212	43,109
Average earning assets	6,815,932	6,884,855	6,948,309	6,593,781	6,049,626
Net interest margin (tax equivalent)	3.36%	3.25%	3.33%	3.06%	2.84%
Common stockholder's equity	\$ 813,645	\$ 797,952	\$ 793,204	\$ 737,948	\$ 660,687
Goodwill and intangibles, net	257,377	260,699	264,231	267,793	178,615
Common shares outstanding	23,896	23,889	23,827	23,830	20,528
Tangible Book Value per common share	\$ 23.28	\$ 22.49	\$ 22.20	\$ 19.73	\$ 23.48
Accumulated other comprehensive loss (AOCI)	(146,998)	(147,667)	(136,427)	(178,903)	(151,566)
Adjusted tangible book value per common share	\$ 29.43	\$ 28.67	\$ 27.93	\$ 27.24	\$ 30.87

	As of and for the Quarter Ended				
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Adjusted earnings Reconciliation					
Net Income - GAAP	\$19,745	\$20,503	\$ 18,071	\$ 15,117	\$ 16,567
Adjustments (post-tax): ⁽¹⁾					
Acquisition ACL on non-PCD assets in provision expense	-	-	-	2,985	-
Net (gain)/loss on securities sales	123	-	(36)	(2,677)	-
Integration and acquisition expenses	250	1,804	4,385	1,653	589
Total non-recurring adjustments (non-GAAP)	\$ 373	\$ 1,804	\$ 4,348	\$ 1,962	\$ 589
Adjusted earnings - non-GAAP	\$20,118	\$22,307	\$ 22,419	\$ 17,079	\$ 17,156
Adjusted diluted earnings per share (non-GAAP)	\$0.84	\$0.93	\$0.94	\$0.77	\$0.83
Adjusted return on average assets - non-GAAP	1.07%	1.17%	1.16%	0.94%	1.03%
Adjusted return on average common equity - non-GAAP	10.11%	11.28%	12.11%	9.82%	10.42%
Efficiency Ratio Reconciliation					
Noninterest expense - GAAP	\$ 51,391	\$ 53,362	\$ 57,025	\$ 47,096	\$ 40,042
Other real estate owned property income (expense)	(85)	21	(800)	(902)	(27)
Amortization of intangibles	(3,340)	(3,497)	(3,560)	(2,568)	(1,477)
Nonrecurring severance expense	-	-	-	-	-
Integration and acquisition expenses	(316)	(2,283)	(5,550)	(2,093)	(745)
Adjusted noninterest expense (non-GAAP)	\$ 47,650	\$ 47,603	\$ 47,115	\$ 41,533	\$ 37,793
Net interest income - GAAP	\$ 56,765	\$ 55,470	\$ 57,462	\$ 50,443	\$ 42,367
Effect of tax-exempt income ⁽¹⁾	596	616	793	769	742
Adjusted net interest income (non-GAAP)	\$ 57,361	\$ 56,086	\$ 58,255	\$ 51,212	\$ 43,109
Noninterest income - GAAP	\$ 22,422	\$ 24,478	\$ 21,768	\$ 23,053	\$ 19,486
Net (gain)/loss on securities sales	156	0	(46)	(3,389)	6
Adjusted noninterest income (non-GAAP)	\$ 22,578	\$ 24,478	\$ 21,722	\$ 19,664	\$ 19,492
Adjusted total revenue (non-GAAP)	\$ 79,939	\$ 80,564	\$ 79,977	\$ 70,876	\$ 62,601
Efficiency ratio (non-GAAP)	59.61%	59.09%	58.91%	58.60%	60.37%

(1) Nonrecurring items (post-tax) and tax-exempt income are calculated using an estimated effective tax rate of 21%.

FMBH Investor Presentation

Q2' 2024

NASDAQ: FMBH
www.firstmid.com



Investor Contacts:

Austin Frank

Director of Investor Relations
217-258-5522
afrank@firstmid.com

Matt Smith

Chief Financial Officer
217-258-1528
msmith@firstmid.com

Disclosures

Forward Looking Statements

This document may contain certain forward-looking statements about First Mid, such as discussions of First Mid's pricing and fee trends, credit quality and outlook, liquidity, new business results, expansion plans, anticipated expenses and planned schedules. First Mid intends such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies and expectations of First Mid are identified by use of the words "believe," "expect," "intend," "anticipate," "estimate," "project," or similar expressions. Actual results could differ materially from the results indicated by these statements because the realization of those results is subject to many risks and uncertainties, including, among other things, changes in interest rates; general economic conditions and those in the market areas of First Mid; legislative and/or regulatory changes; monetary and fiscal policies of the U.S. Government, including policies of the U.S. Treasury and the Federal Reserve Board; the quality or composition of First Mid's loan or investment portfolios and the valuation of those investment portfolios; demand for loan products; deposit flows; competition, demand for financial services in the market areas of First Mid; accounting principles, policies and guidelines; and the impact of the global COVID-19 pandemic on First Mid's businesses. Additional information concerning First Mid, including additional factors and risks that could materially affect First Mid's financial results, are included in First Mid's filings with the SEC, including its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q. Forward-looking statements speak only as of the date they are made. Except as required under the federal securities laws or the rules and regulations of the SEC, we do not undertake any obligation to update or review any forward-looking information, whether as a result of new information, future events or otherwise.

Non-GAAP Financial Measures

In addition to reports presented in accordance with generally accepted accounting principles ("GAAP"), this release contains certain non-GAAP financial measures. The Company believes that such non-GAAP financial measures provide investors with information useful in understanding the Company's financial performance. Readers of this release, however, are urged to review these non-GAAP financial measures in conjunction with the GAAP results as reported. These non-GAAP financial measures are detailed as supplemental tables and include "Adjusted Net Income," "Adjusted Diluted EPS," "Efficiency Ratio," "Net Interest Margin, tax equivalent," and "Tangible Book Value per Common Share". While the Company believes these non-GAAP financial measures provide investors with a broader understanding of the capital adequacy, funding profile and financial trends of the Company, this information should be considered as supplemental in nature and not as a substitute to the related financial information prepared in accordance with GAAP. These non-GAAP financial measures may also differ from the similar measures presented by other companies.



Overview of First Mid Bancshares, Inc.



First Mid
BANK & TRUST

Personal & Commercial Banking



First Mid
WEALTH MANAGEMENT

Brokerage | Trust | Ag Services & Ag RE Brokerage



First Mid
INSURANCE GROUP

Personal & Business Insurance

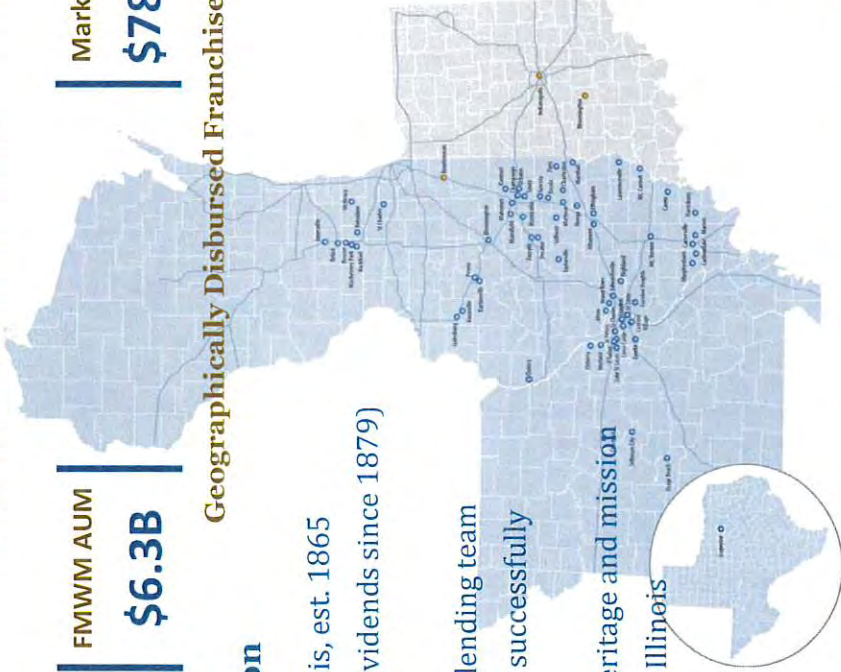
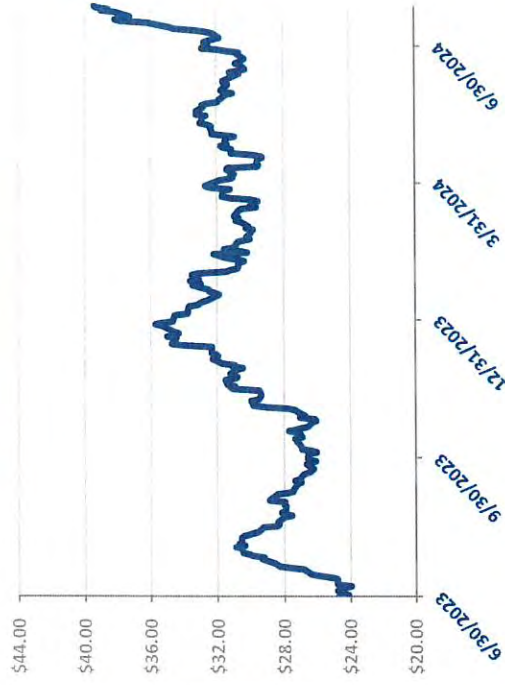
Total Assets	Total Loans	Total Deposits	FMWM AUM	Market Cap	Price/Share	Div. Yield	Price/TBV
\$7.6B	\$5.6B	\$6.1B	\$6.3B	\$786M	\$32.88	2.80%	1.41x

Geographically Disbursed Franchise

History and Recognition

- Oldest nationally chartered bank in Illinois, est. 1865
- History of growing shareholder value (Dividends since 1879)
- Publicly traded on Nasdaq since 2014
- Experienced management and seasoned lending team
- Demonstrated ability to raise capital and successfully complete acquisitions
- Committed to our community banking heritage and mission
- Largest bank owned insurance agency in Illinois
- Largest farm manager in Illinois
- Top Workplaces 2024 – USA Today

FMBH Stock Detail





SUPERIOR RATING
4 stars



SBA COMMUNITY BANK OF THE YEAR
- IL DISTRICT OFFICE



TOP 100 AG BANK
- LENDER BY VOLUME



AMERICA'S TOP 100 PERFORMING BANKS
- BANK DIRECTOR



AMERICA'S BEST BANK IN ILLINOIS
- NEWSWEEK



SM-ALL STARS CLASS TOP 35 BANKS
- PIPER | SANDLER



BIG 411 BEST PRACTICES AGENCY
- BEAGAN CONSULTING AND IABA



MIDWEST REGIONAL MARSHBERRY MAX PERFORMER
- MARSH, BERRY & COMPANY, LLC



TOP BROKER IL MEDICARE PRODUCTS
- HEALTH ALLIANCE



DIAMOND ACHIEVER
- FRANKENMUTH INSURANCE



LAND STAR TOP PRODUCER
- LAND COM



IL FARM & LAND BROKER OF THE YEAR
- REALTORS® I AND INSTITUTE



TOP WORK PLACES
- USA TODAY



FINANCIAL SERVICES INDUSTRY TOP WORK PLACES
- ENERGAGE



Our Vision

To be a nimble, community-focused financial organization committed to quality, growth and earned independence for the benefit of all our stakeholders.

Our Purpose

COLLABORATE TO MAKE AN IMPACT.

Our Values

We make a positive **IMPACT** through our beliefs and actions. Strong, principled values have been the foundation of our Company for over 158 years.



Integrity

Integrity is at the core of our business.



Motivation

We are motivated to provide exceptional service and uphold our reputation.



Professionalism

Our professionalism is reflected in our expertise and high standards of performance and service delivery.



Accountability

We hold ourselves accountable for our individual actions and team performance.



Commitment

We are committed to the success of First Mid.



Teamwork

Teamwork is the foundation of our excellence.



Investment Highlights

Attractive Franchise

- \$7.6 billion community focused organization providing leading products and services for the last 159 years
- Offer a full suite of financial services including banking, wealth management, brokerage, ag services, and insurance through a sizeable network of locations throughout Illinois, Missouri, Wisconsin, Indiana and Texas
- Providing consistent competitive dividends to our shareholders since 1879

Growth Strategy

- Continue to look for strategic expansion in key geographic markets and continue to expand our non-interest offerings in those markets
- Historical mid-single digit annual organic growth across our footprint
- Choice acquirer with proven successful growth through disciplined and strategic M&A and diligence efforts

Quality Core Deposits

- Quality core deposit franchise with stable relationships
- Strong geographically diverse customer base
- Long-term reliable source of funding

High Quality Loan Portfolio

- Diversified loan portfolio with seasoned experienced lenders with long-term relationships
- Centralized underwriting provides consistency across our footprint

Diversified Sources of Revenue

- Diversified revenue sources with non-interest income accounting for roughly 30% of total revenue
- Largest community bank-owned insurance agency in the State of Illinois offering a full line of insurance related products
- Complementary Wealth Management, Trust Operations, and Ag Services with \$6.3 billion AUM at June 30, 2024

Conservative Risk Profile

- Experienced Executive Management Team and Board of Directors
- Strong asset quality metrics led by strong lending and conservative underwriting practices
- Solid ERM team and corporate governance measures in place

Strong Capital and Liquidity

- Strong capital levels and balance sheet metrics including availability of multiple liquidity sources
- Conservative securities portfolio managed for liquidity purposes

*Select financial metrics above reflect 6/30/2024 results.



Q2'2024 Summary

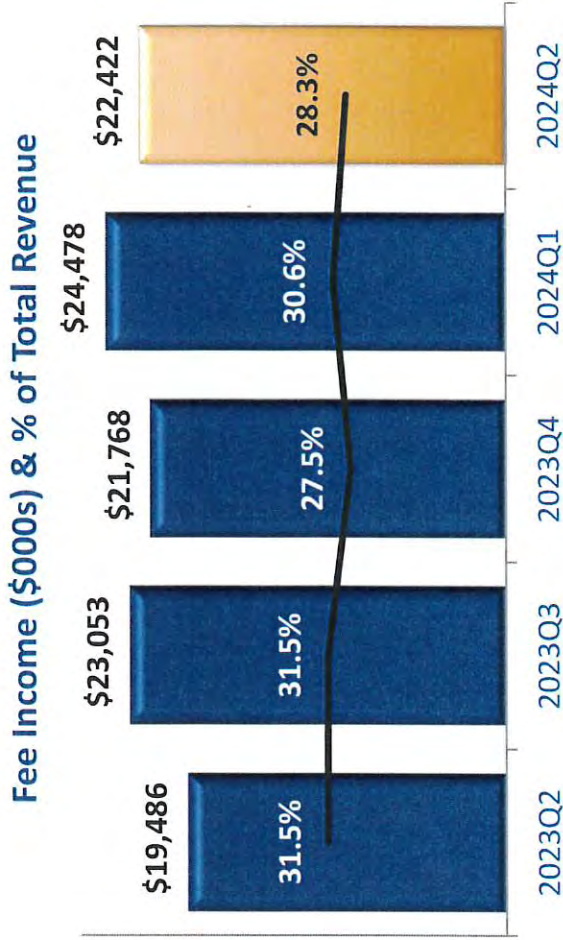
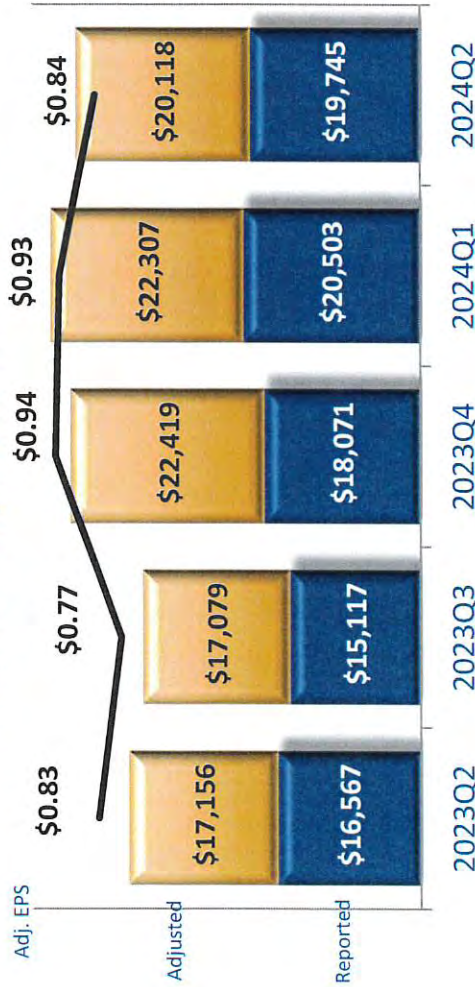
Earnings	Reported net income of \$19.7 million, or \$0.82 diluted EPS for the quarter. Adjusted for non-recurring charges, net income was \$20.1 million, or \$0.84 diluted EPS for the quarter ⁽¹⁾ .
	Non-interest income was \$22.4 million for the quarter, up \$2.9 million (15.1%) compared to Q2'23. The Q2'2024 decline of \$2.1 million compared to Q1'2024 was primarily due to the seasonality of insurance revenues.
	Reported NIM of 3.36% for the quarter represents an 11 bps increase compared to prior quarter. Earning asset yields increased by 11bps and the average cost of funds was flat during the quarter.
Loans & Deposits	Total deposits ended the quarter at \$6.12 billion, representing a decrease of \$127.2 million over the prior quarter. Noninterest bearing deposits increased by \$50.1 million in the quarter and total interest-bearing deposits increased by \$69.2 million.
	The Company's average rate on cost of funds was flat in the second quarter at 1.91% compared to the prior quarter.
	Total loans ended the quarter at \$5.56 billion, representing an increase of \$61.3 million, or 1.1%. The average yield on new loans and operating line usage was approximately 8.0% in the quarter.
Asset Quality	The loan to deposit ratio at June 30, 2024 was 90.9% compared to 88.1% at March 31, 2024.
	Non-performing assets to total assets improved to 0.27% at quarter-end compared to the prior quarter.
	Special mention and substandard loans were \$58.4 million, representing a decrease of \$36.6 million over the prior quarter driven by a combination of upgrades and paydowns.
Capital Management	The Allowance for Credit Losses to total loans is 1.23% as of June 30, 2024.
	Capital levels remained strong and above the "well capitalized" levels at quarter-end. Leverage Ratio of 10.04%; CET1 ratio of 12.24%; Tier1 Ratio of 12.65%; and TRBC ratio of 15.46%.
	Tangible book value per share increased in the period to \$23.28, which is a \$0.79 increase compared to the prior quarter end.

⁽¹⁾Adjusted Net Income and adjusted EPS are Non-GAAP measures. See Non-GAAP measures.

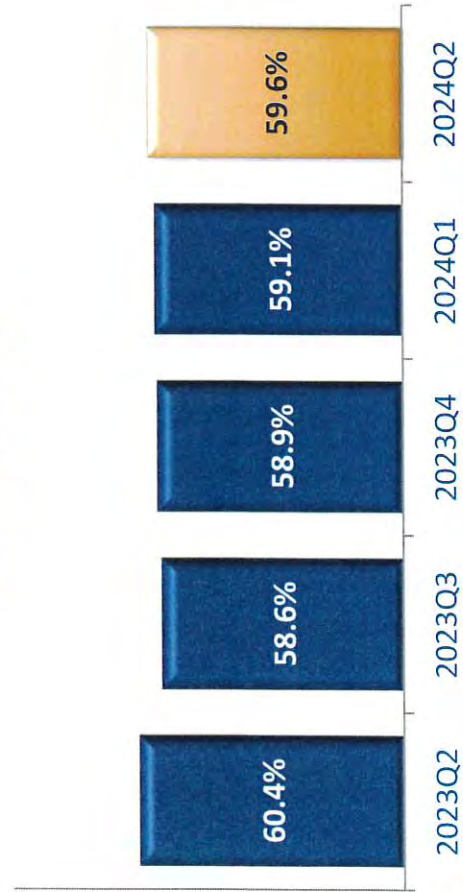


Financial Performance

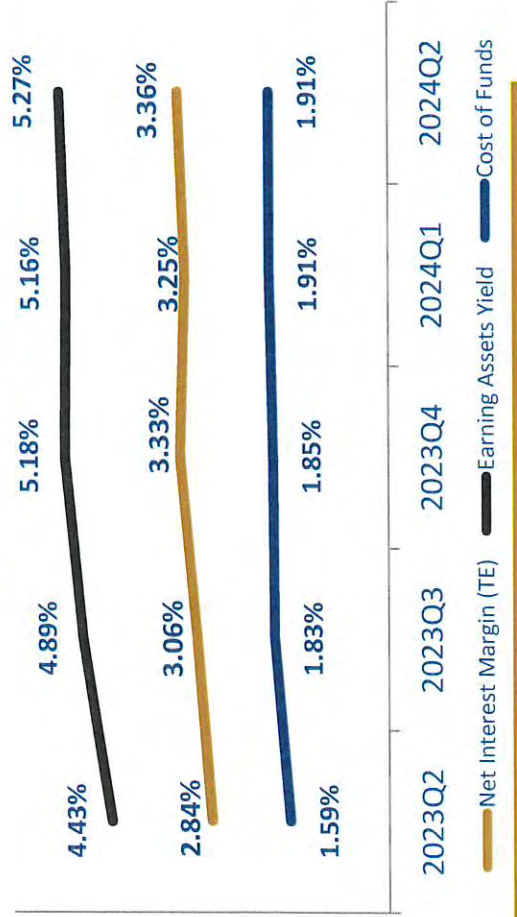
Reported Net Income (\$000s), Adjusted Net Income & Adjusted Diluted EPS



Efficiency Ratio (TE)



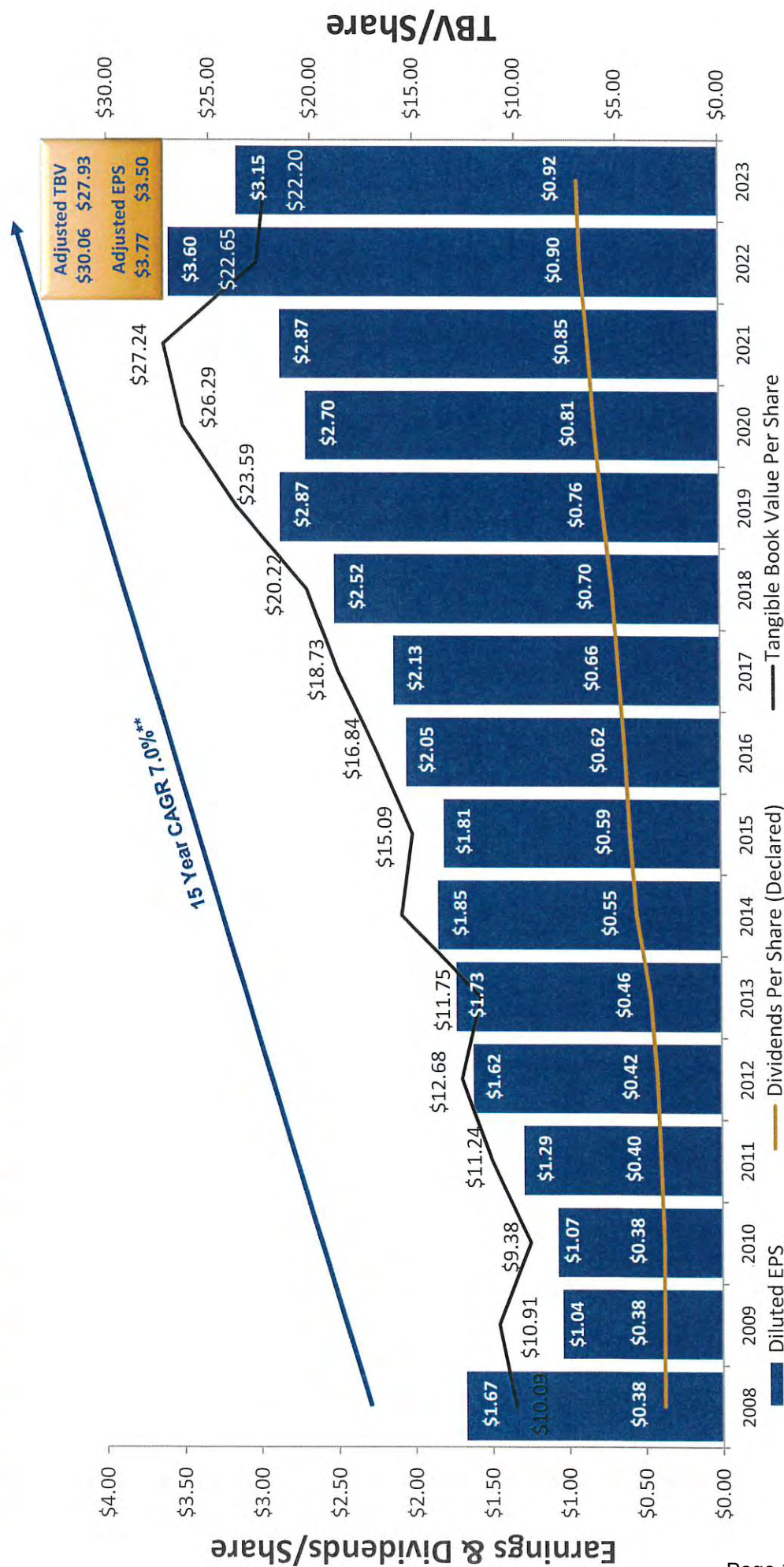
Net Interest Margin





Providing Shareholder Value

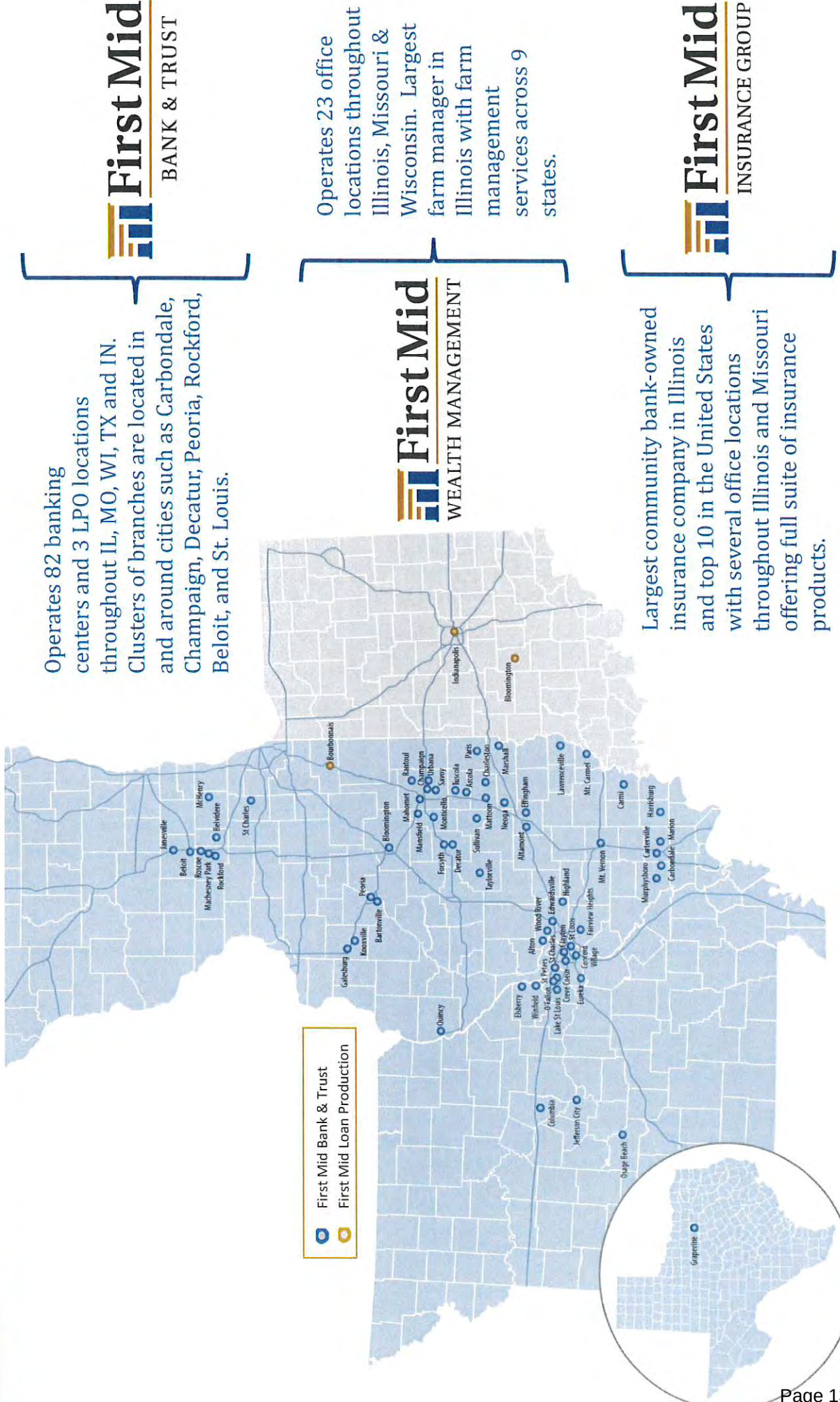
First Mid Bancshares consistently provides value to shareholders by delivering solid diluted earnings per share and returning competitive dividends.



*Tangible Book Value Per Share is a non-GAAP measure and is defined as total common equity less goodwill and intangibles divided by shares outstanding as of period end.
** TBV as reported for all periods, except 2022 and 2023 where it was adjusted to exclude the market value impact of AFS investment securities.



Diverse Geographic Footprint



First Mid Market Share

Diverse market segments
with economies based on
agriculture, manufacturing,
education and services.

Market Share Ranking

First Mid ranks in the Top 10 for
market share in 28 of the 31
counties served and ranks in the
Top 5 in 64% of those markets

Top employers in the region
include a diverse range of operations
such as Ameren, ADM, Caterpillar,
State Universities, Multiple Hospitals
& Medical Care Facilities, Rural King,
and Continental Tire North America

First Mid's Operating Market

As of June 30, 2023						
Rank	Institution	Parent City	State	# of Active Branches	Total Deposits (\$000s)	Market Share (%)
1	Stifel Financial Corp.	Saint Louis	MO	4	\$ 26,854,635	11.38%
2	U.S. Bancorp	Minneapolis	MN	103	\$ 23,325,930	9.89%
3	Bank of America Corp.	Charlotte	NC	52	\$ 19,884,976	8.43%
4	JPMorgan Chase & Co.	New York	NY	76	\$ 14,601,585	6.19%
5	Wintrust Financial Corp.	Rosemont	IL	39	\$ 13,107,146	5.56%
6	Commerce Bancshares Inc.	Kansas City	MO	50	\$ 9,076,864	3.85%
7	PNC Financial Services Group Inc.	Pittsburgh	PA	70	\$ 8,021,730	3.40%
8	Central Banco. Inc.	Jefferson City	MO	57	\$ 7,447,298	3.16%
9	First Busey Corp.	Champaign	IL	45	\$ 7,180,769	3.04%
10	Bank of Montreal	Montreal		65	\$ 6,745,919	2.86%
11	First Mid Bancshares Inc.	Mattoon	IL	81	\$ 6,408,854	2.72%
12	Regions Financial Corp.	Birmingham	AL	70	\$ 5,107,923	2.17%
13	Midland States Bancorp Inc.	Effingham	IL	35	\$ 4,580,591	1.94%
14	Enterprise Financial Services Corp.	Clayton	MO	12	\$ 4,559,262	1.93%
15	Fifth Third Bancorp	Cincinnati	OH	30	\$ 3,112,202	1.32%
16	Old National Bancorp	Evansville	IN	17	\$ 3,037,113	1.29%
17	FB Corp.	Creve Coeur	MO	29	\$ 2,991,723	1.27%
18	Associated Banc-Corp	Green Bay	WI	25	\$ 2,382,697	1.01%
19	UMB Financial Corp.	Kansas City	MO	15	\$ 2,239,658	0.95%
20	CBX Corp.	Carrollton	IL	9	\$ 2,060,234	0.87%
Market Total				1,764	\$ 235,908,265	100.00%

NOTE: Operating Market includes all counties in which First Mid has deposit market share in Illinois, Missouri, and Wisconsin; Excludes Texas market.)
Source: S&P Global Market Intelligence



Enhanced Digital Solutions

First Mid is committed to delivering valued digital solutions that meet our customers' expectations while enhancing their overall banking experience.

Positioned for the Future

-  Recognized the industry-wide customer shift to digital by making significant investments in technology over the last few years.
-  Expanded digital services offered and added personnel to our Digital Solutions Teams to better position First Mid against traditional and non-traditional competitors.
-  Committed to additional digital expansion in response to the changing behaviors and needs of our customers.
-  Recent and planned digital improvements include:
 - Customer relationship management software
 - Loan and credit processing system
 - Mortgage origination and operations platform
 - Ag Services digital platform
 - Retail online banking and mobile app



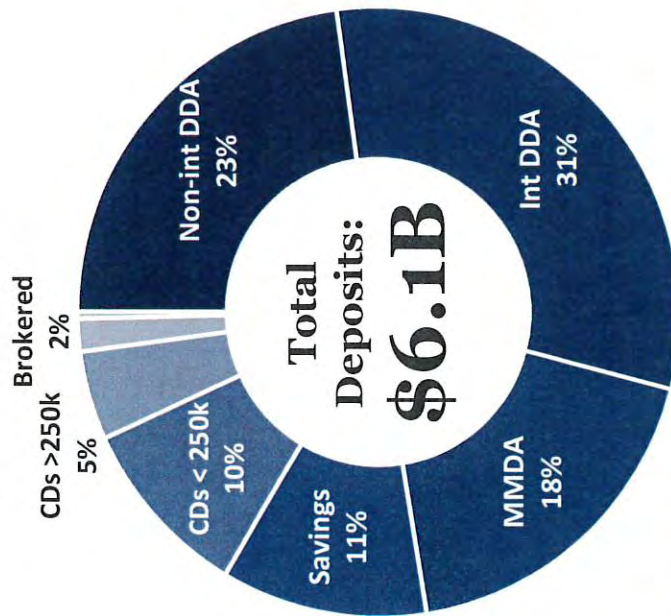
Digital Availability

- ✓ Robust Website
- ✓ Full-Service Online Banking
- ✓ Mobile Banking
- ✓ Mobile Deposit
- ✓ Online Bill Pay
- ✓ Online Account Opening
- ✓ E-lending
- ✓ Zelle: P2P Transfer Services
- ✓ Card Valet
- ✓ Mobile Wallet
- ✓ Enhanced Security Features
- ✓ Sizeable ATM / ITM network



Quality Deposit Franchise

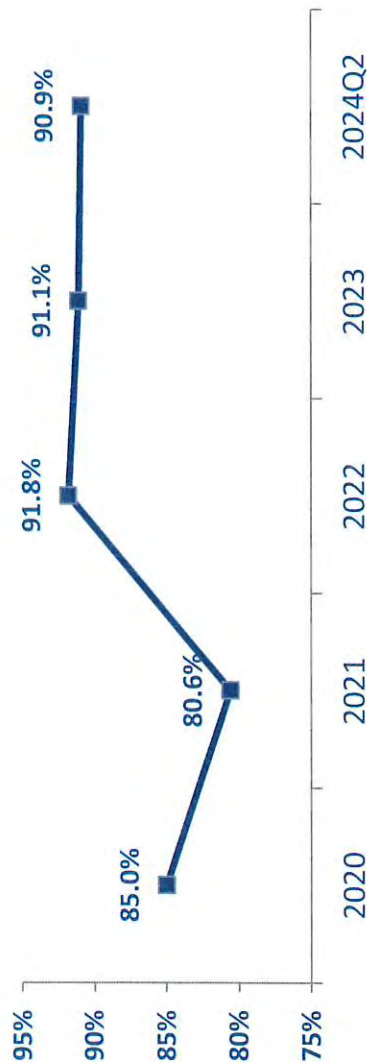
Deposit Composition



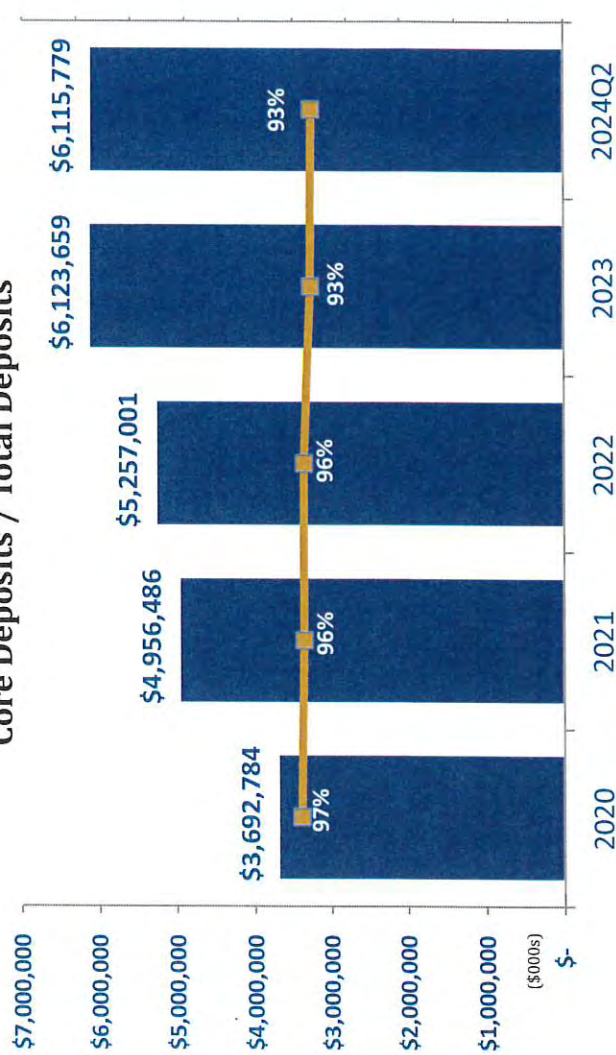
First Mid's Deposit Advantage

-  Quality core deposit franchise with well diversified deposit base
-  93% core deposits as of June 30, 2024 ⁽¹⁾
-  Continued low level of uninsured deposits with approximately 28% of deposits uninsured ⁽²⁾
-  Average account balance of approximately \$23,000 with 99% of all accounts under a \$250,000 balance ⁽²⁾

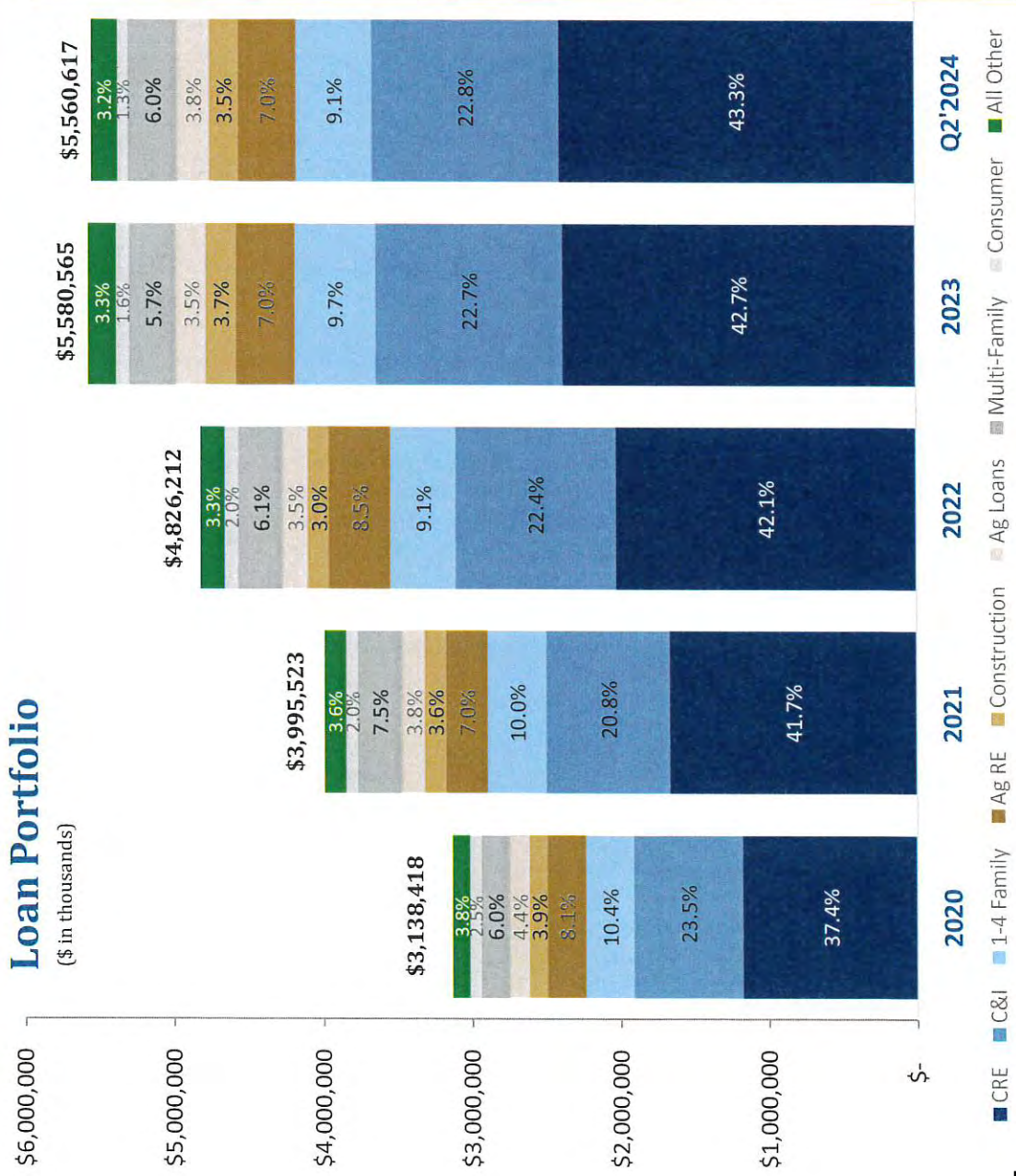
Loan-to-Deposit Ratio



Core Deposits / Total Deposits

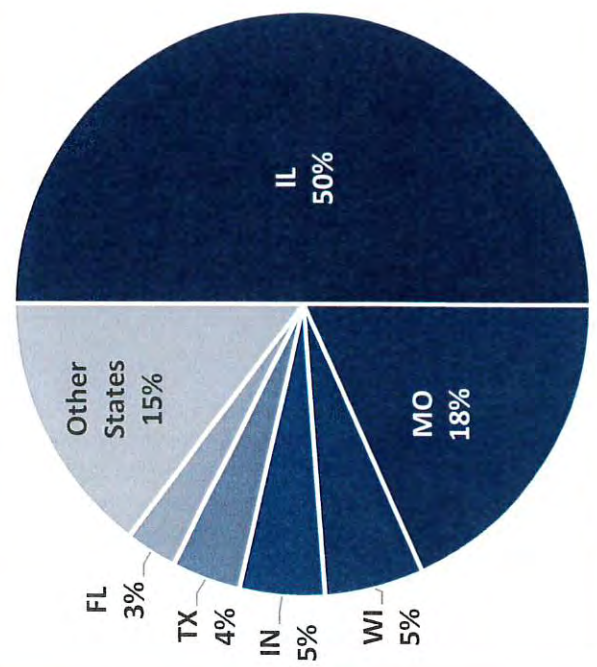


⁽¹⁾ Core deposits defined as demand deposits, savings, money market, time deposits less than \$250k, and excludes brokered deposits.
⁽²⁾ Uninsured deposits and average account balance from internal deposit account reports and call report data as of 6/30/24



Overall borrower line utilization was 50% at 6/30/24 compared to 49% at 6/30/23
Commercial credit line utilization was 43% at 6/30/24 compared to 37% at 6/30/23

Geographically Disbursed Portfolio

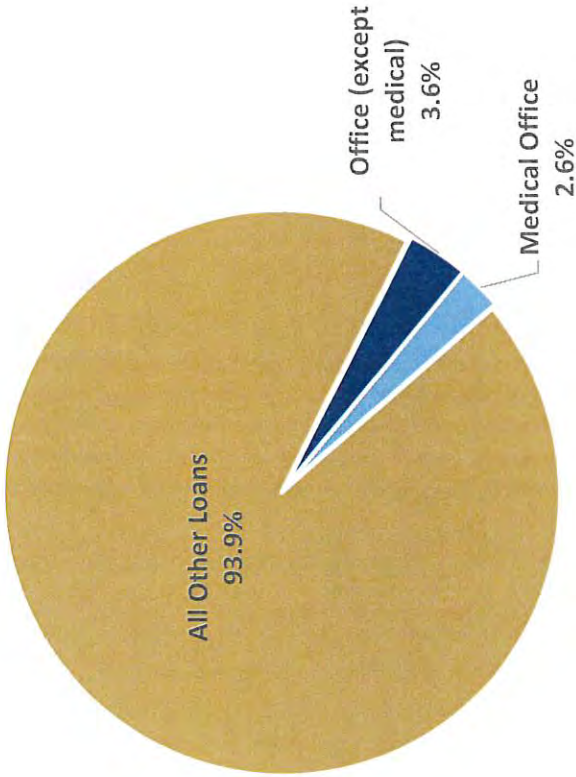


Loan Portfolio Repricing

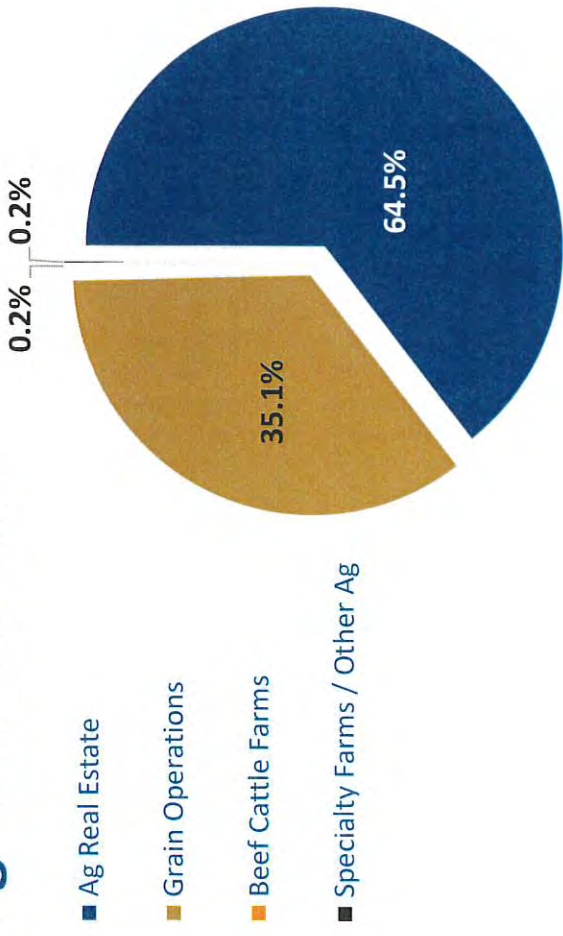
Approximately \$900 million of loans maturing over the next 12 months with an additional approximately \$600 million of floating rate loans with scheduled rate adjustments over the next 12 months..

Office CRE totaled \$341 million as of June 30, 2024 inclusive of \$143 million of medical office space.

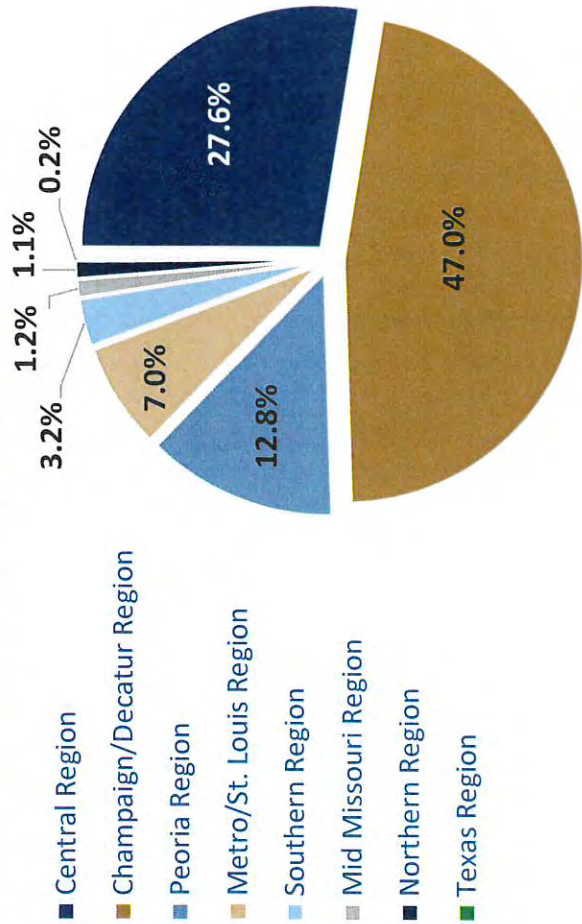
-  Over 40% of Office CRE is deemed Medical Office space.
-  Average LTV of 56% for Office CRE (including Medical Office CRE).
-  ~90% occupancy rate in Office CRE and greater than 95% occupancy in Medical Office CRE.
-  Average DSCR above 1.30x.
-  Majority of these loans are supported by personal guarantees.
-  Minimal exposure to large cities (i.e., Chicago, St. Louis, etc.).
-  Prudent underwriting and continual stress testing applied to this portfolio.



Ag Portfolio Mix



Ag Loans by Geography



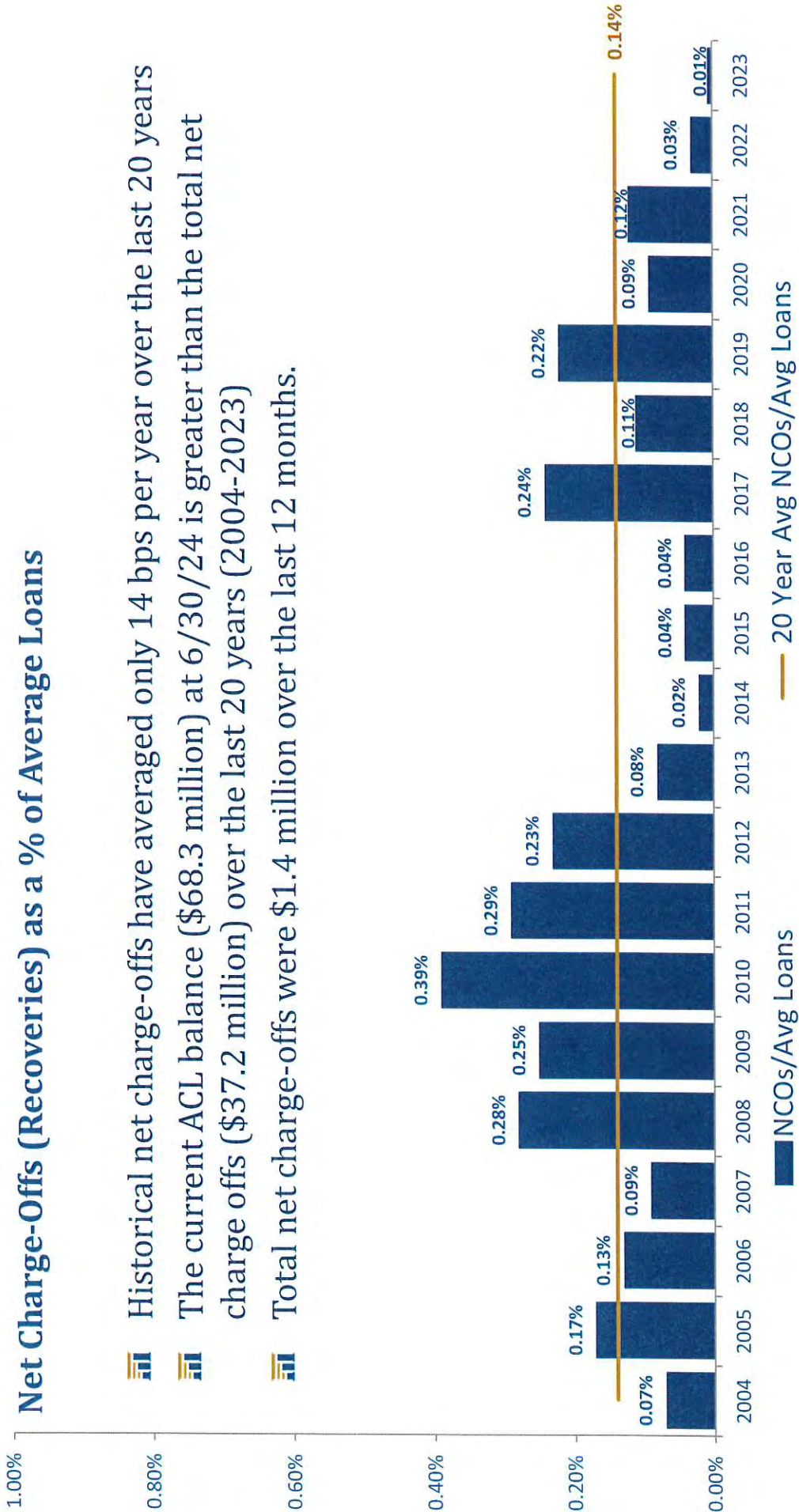
- Ag loan portfolio totaled \$602 million or 11% of outstanding loans at June 30, 2024
- Nearly 2/3 of the portfolio is Ag Real Estate and secured by highly productive farmland with a low LTV
- Farmland has historically outperformed major classes with double-digit total annual returns over multiple decades, with low volatility
- Farmland is a recession-resistant asset that has consistently generated positive returns during financial downturns
- Historically low net charge offs over the last 25 years. Only \$1.6 million in net Ag charge offs between 1999 and 2023

NOTE: -As of June 30, 2024
 -Ag portfolio disclosures based on NAICS codes

First Mid has strength in its long-standing and disciplined credit culture with consistent underwriting and continual stress testing regardless of the economic cycle.

Net Charge-Offs (Recoveries) as a % of Average Loans

-  Historical net charge-offs have averaged only 14 bps per year over the last 20 years
-  The current ACL balance (\$68.3 million) at 6/30/24 is greater than the total net charge offs (\$37.2 million) over the last 20 years (2004-2023)
-  Total net charge-offs were \$1.4 million over the last 12 months.



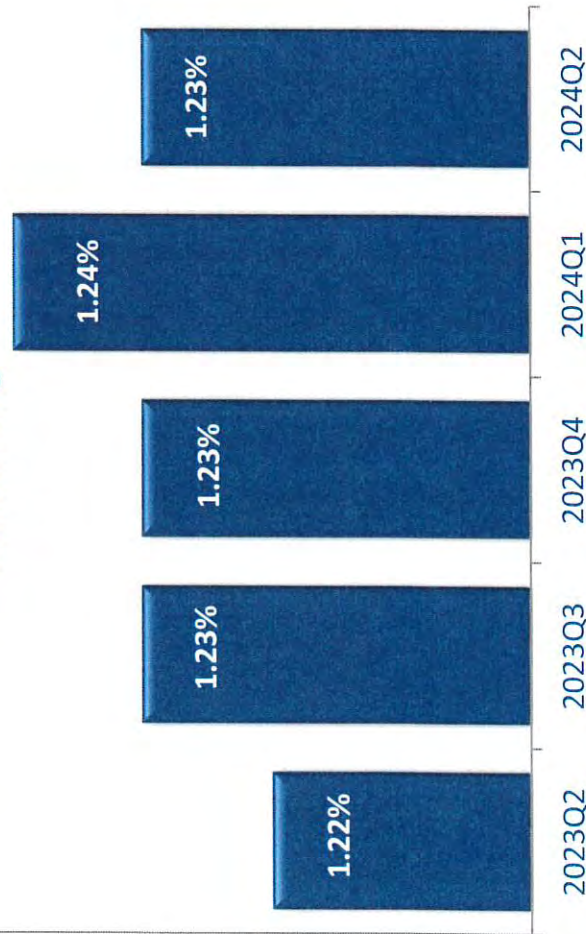
*The 20-year avg NCOs/Avg Loans reflects the time period between 2004 and 2023



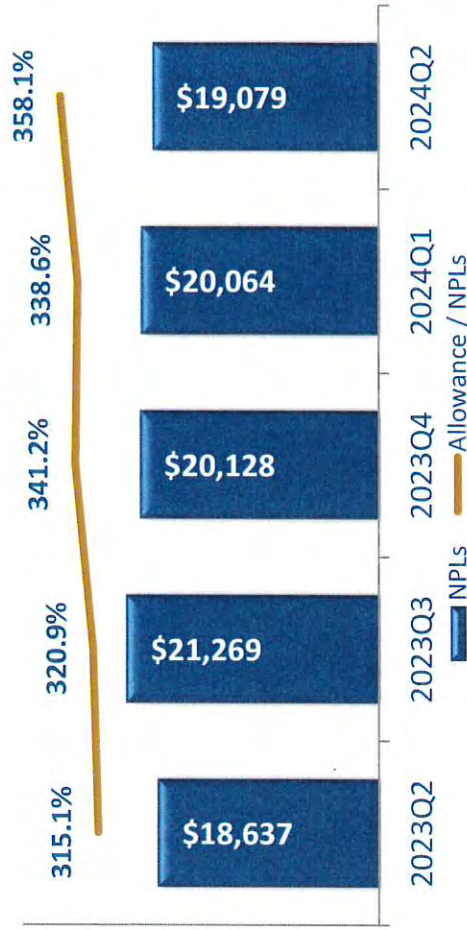
Solid Asset Quality Metrics

First Mid's current ACL balance and historically strong credit performance remain in a position of strength and provide confidence during times of economic uncertainty.

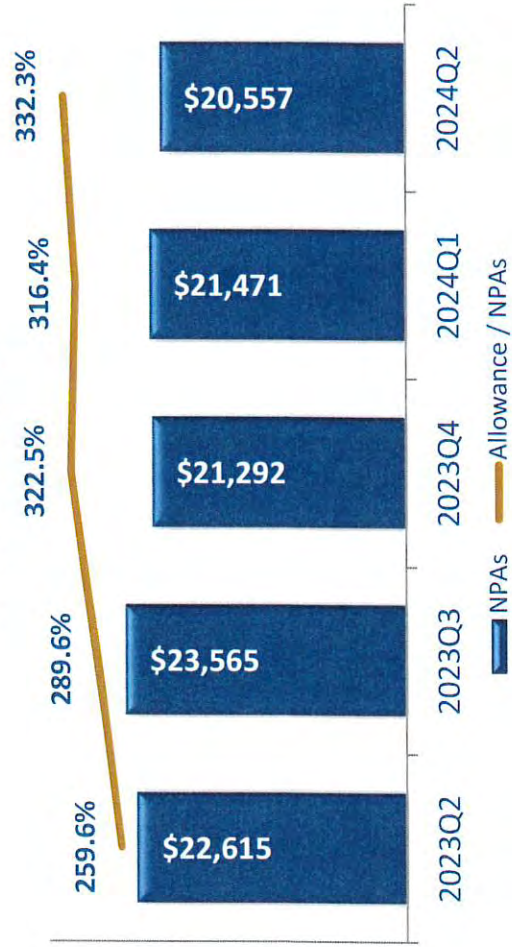
Allowance for Credit Losses / Total Loans Outstanding



Allowance / NPLs

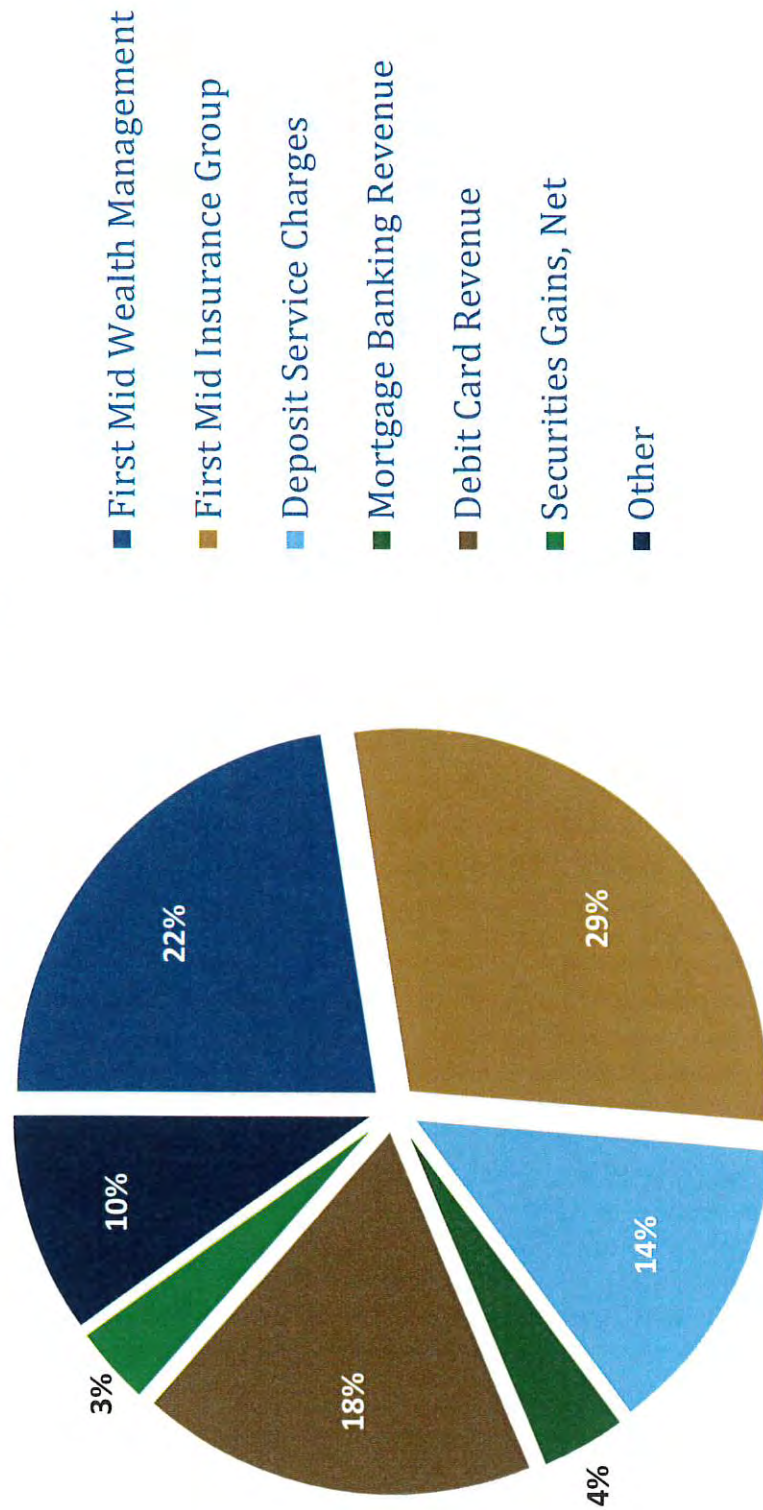


Allowance / NPAs



Non-Interest Income Sources

First Mid's diverse sources of revenue provide stability in both rising and declining rate environments



Fee income represented 28% of total revenue in Q2'2024 and approximately 30% of total revenue the last twelve months, through June 30, 2024.



Note: The chart above reflects the breakdown of total fee income for the last twelve months, through June 30, 2024.

- 


 - Complementary Wealth Management, Trust Operations, and Ag Services.
 - Diversified annual sources of revenue:
 - ~50% coming from Trust and Wealth Management Services
 - ~50% related to Ag Services division including Farm Management & Brokerage
 - Quarterly revenue increased to \$5.4 million compared to \$5.3 million in Q1'2024 and \$5.3 million in Q2'2023.
 - Assets Under Management increased to \$6.33 billion compared to \$6.25 billion in Q1'24.
 - Investment/Brokerage through an agreement with Raymond James Financial Services, Inc. Recipient of 2024 Raymond James Leaders Council award.
 - Largest farm manager in Illinois with approximately 281,000 acres under management and manage farms across 9 states.

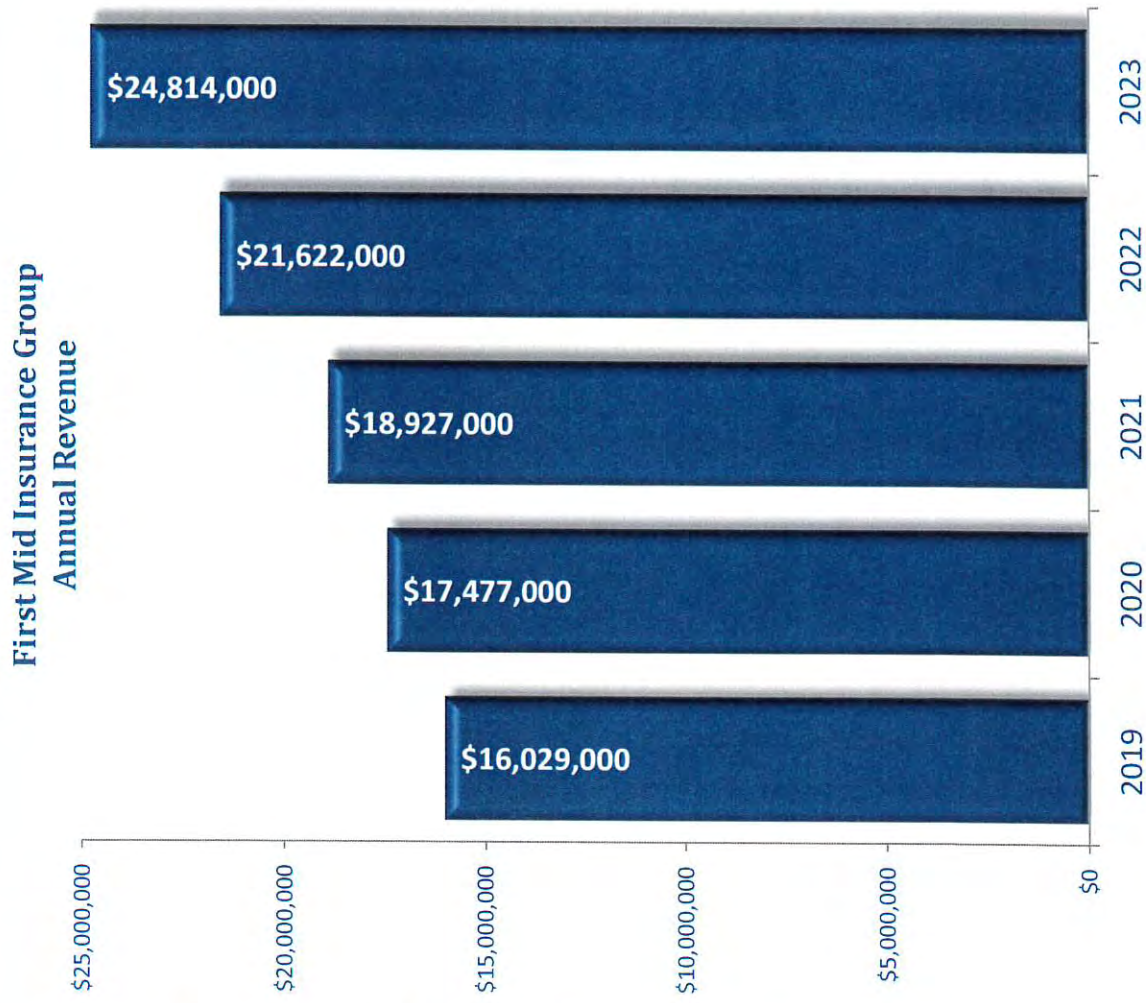




Diversified Solutions and Sources of Revenue



- Largest community bank-owned insurance agency in Illinois and top ten in United States
- Expansive product lines to meet our communities' needs: Auto & Homeowners, Life, Health, Senior Solutions, Business, Farm, Cyber, Surety Bonding
- Expanding geographic customer base with offices throughout First Mid footprint
- Announced acquisition of Mid Rivers Insurance Group in July 2024 deepening Missouri presence in the St. Louis and mid-Missouri markets.
- Q2'24 revenue increased 13.8% to \$6.5 million compared to \$5.7 million in Q2'23.



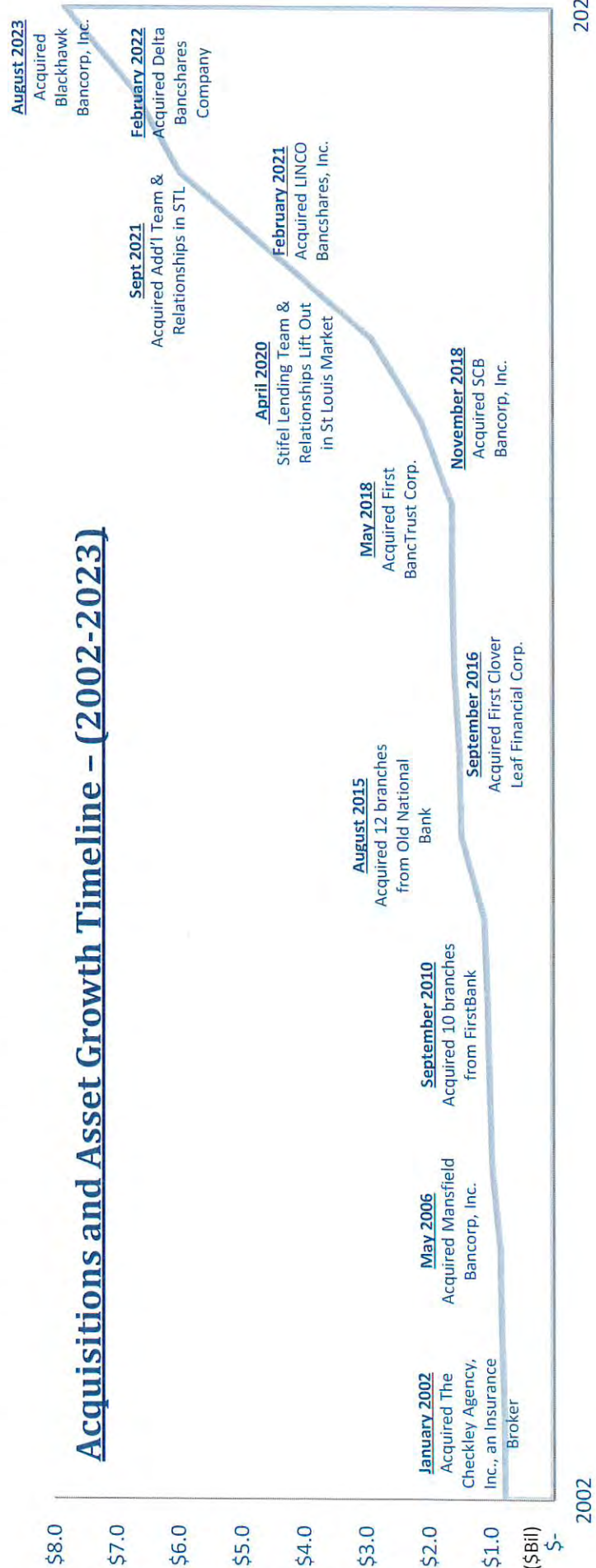


Capital Management & Acquisitions

Recent Capital Events

- October 2020 Successfully raised \$96 million through a public sub-debt offering tied to LINCO Bancshares, Inc. acquisition
- October 2019 Redeemed \$10 million of trust preferred securities junior sub-debt.
- Q3'2019 Strategically repurchased \$1.1 million of common stock through Q3'19.
- June 2018 Raised \$36 million through an overnight public offering of common stock tied to SCB Bancorp, Inc. acquisition.
- August 2017 Launched a \$20 million at-the-market equity offering.
- June 2015 Raised \$29.3 million through a private placement of common stock. Approximately 90% raised via new institutional relationships.

Acquisitions and Asset Growth Timeline – (2002-2023)





Experienced Acquirer



STIFEL



STIFEL



Transaction Date	Closed 8/14/15	Closed 9/08/16	Closed 5/01/18	Closed 11/15/18	Closed 4/21/20	Closed 2/22/21	Closed 9/10/21	Closed 2/14/22	Closed 8/15/23
------------------	----------------	----------------	----------------	-----------------	----------------	----------------	----------------	----------------	----------------

Transaction Value	\$16 Million	\$89 Million	\$72 Million	\$70 Million	---	\$161 Million	---	\$107 Million	\$94 Million
-------------------	--------------	--------------	--------------	--------------	-----	---------------	-----	---------------	--------------

Deal Type	Branch	Whole Bank	Whole Bank	Whole Bank	Loan Book and Team	Whole Bank	Loan Book and Team	Whole Bank	Whole Bank
-----------	--------	------------	------------	------------	--------------------	------------	--------------------	------------	------------

Assets	\$441 Million	\$659 Million	\$475 Million	\$458 Million	---	\$1.2 Billion	---	\$718 Million	\$1.3 Billion
--------	---------------	---------------	---------------	---------------	-----	---------------	-----	---------------	---------------

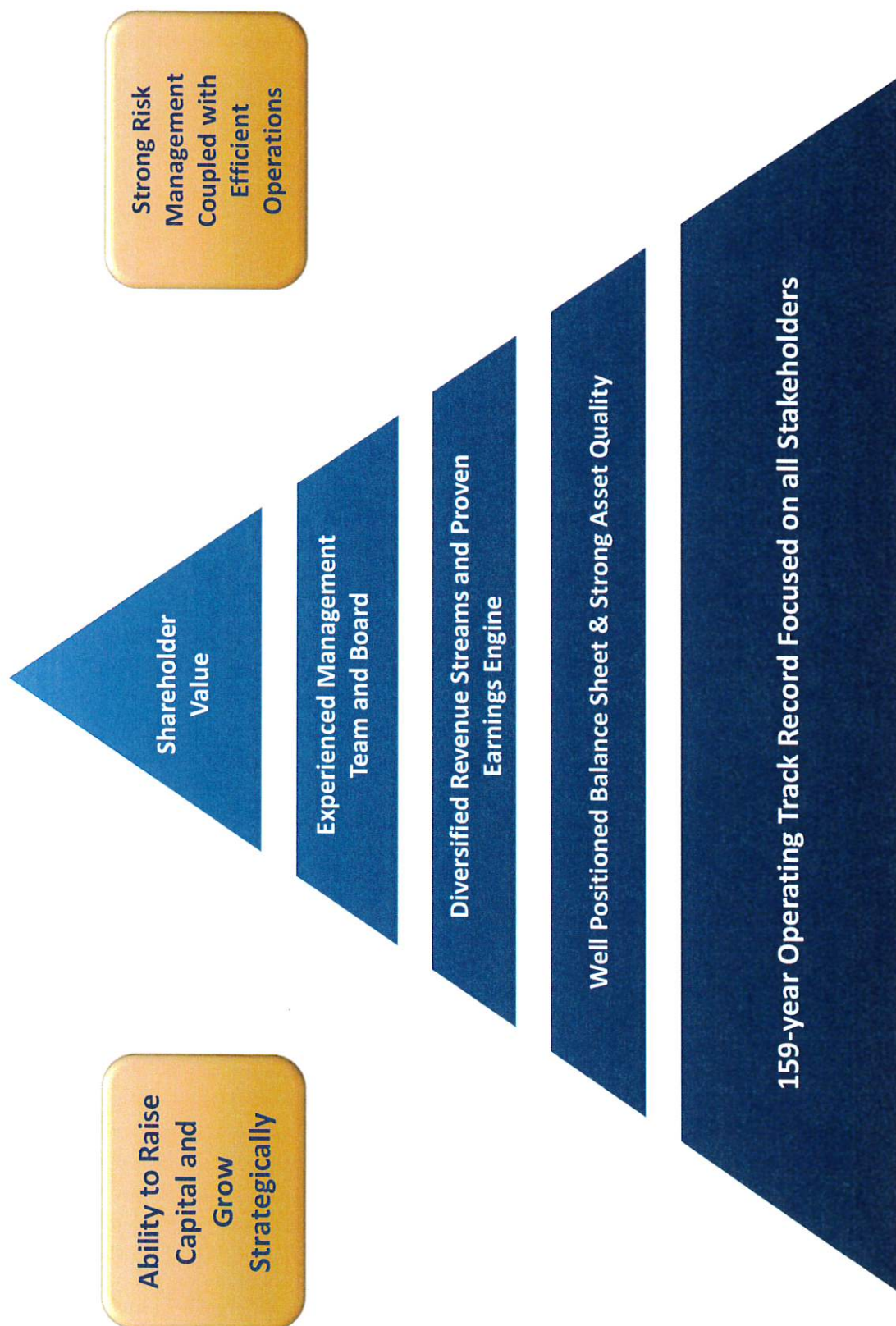
Loans	\$156 Million	\$449 Million	\$371 Million	\$254 Million	\$183 Million	\$839 Million	\$208 Million	\$424 Million	\$781 Million
-------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------

Deposits	\$453 Million	\$535 Million	\$384 Million	\$341 Million	\$60 Million	\$988 Million	\$215 Million	\$560 Million	\$1.2 Billion
----------	---------------	---------------	---------------	---------------	--------------	---------------	---------------	---------------	---------------

# of Branches	12	7	7	10	---	14	---	5	10
---------------	----	---	---	----	-----	----	-----	---	----

*Figures noted above exclude fair value adjustments made at closing

Value Proposition



Key Financial Metrics





Selected Balance Sheet Data

Selected Balance Sheet Data (\$000s)

ASSETS	Q2'2024	2023	2022	2021	2020	2019
Cash and cash equivalents	\$235,480	\$143,064	\$152,433	\$168,602	\$417,281	\$85,080
Investment securities	1,120,930	1,179,402	1,223,720	1,431,299	887,169	760,215
Net loans	5,492,305	5,511,890	4,767,119	3,940,868	3,096,509	2,668,436
Other assets	732,345	752,438	600,943	445,813	325,389	325,695
Total assets	\$7,581,060	\$7,586,794	\$6,744,215	\$5,986,582	\$4,726,348	\$3,839,426
LIABILITIES & STOCKHOLDERS' EQUITY						
Deposits	\$6,115,779	\$6,123,659	\$5,257,001	\$4,956,486	\$3,692,784	\$2,917,366
Borrowings	596,888	608,321	800,402	346,309	414,186	345,862
Other liabilities	54,748	61,610	53,657	49,893	51,150	49,589
Total liabilities	6,767,415	6,793,590	6,111,060	5,352,688	4,158,120	3,312,817
Stockholders' equity	813,645	793,204	633,155	633,894	568,228	526,609
Total liabilities and stockholders' equity	\$7,581,060	\$7,586,794	\$6,744,215	\$5,986,582	\$4,726,348	\$3,839,426



Selected Income Statement Data

Selected Income Statement Data (\$000s)

	Q2'2024	2023	2022	2021	2020	2019
Interest income	\$88,683	\$300,166	\$215,891	\$183,013	\$144,141	\$149,721
Interest expense	31,918	106,703	31,614	15,262	16,729	24,047
Net interest income	56,765	193,463	184,277	167,751	127,412	125,674
Provision for loan losses	1,083	6,104	4,806	15,151	16,103	6,433
Net interest income after provision	55,682	187,359	179,471	152,600	111,309	119,241
Non-interest income	22,422	86,786	74,682	69,767	59,520	56,017
Non-interest expense	51,391	185,740	162,861	155,579	111,087	111,992
Income before income taxes	26,713	88,405	91,292	66,788	59,742	63,226
Income taxes	6,968	19,470	18,340	15,298	14,472	15,323
Net income	\$19,745	\$68,935	\$72,952	\$51,490	\$45,270	\$47,943

Per Share Information

Basic earnings per common share	\$0.83	\$3.17	\$3.62	\$2.88	\$2.71	\$2.88
Diluted earnings per common share	\$0.82	\$3.15	\$3.60	\$2.87	\$2.70	\$2.87
Dividends paid per common share	\$0.23	\$0.92	\$0.90	\$0.85	\$0.81	\$0.76
Weighted average shares outstanding	23,896,210	21,780,217	20,169,077	17,886,988	16,716,880	16,675,269
Diluted weighted avg shares outstanding	23,998,152	21,868,788	20,243,635	17,939,007	16,762,856	16,709,476

Non-GAAP Measures





Reconciliation of Non-GAAP Financial Measures

FIRST MID BANCSHARES, INC.

Reconciliation of Non-GAAP Financial Measures

(In thousands, unaudited)

As of and for the Quarter Ended

	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Net interest income as reported	\$ 56,765	\$ 55,470	\$ 57,462	\$ 50,443	\$ 42,367
Net interest income, (tax equivalent)	57,361	56,086	58,255	51,212	43,109
Average earning assets	6,815,932	6,884,855	6,948,309	6,593,781	6,049,626
Net interest margin (tax equivalent)	<u>3.36%</u>	<u>3.25%</u>	<u>3.33%</u>	<u>3.06%</u>	<u>2.84%</u>
Common stockholder's equity	\$ 813,645	\$ 797,952	\$ 793,204	\$ 737,948	\$ 660,687
Goodwill and intangibles, net	257,377	260,699	264,231	267,793	178,615
Common shares outstanding	<u>23,896</u>	<u>23,889</u>	<u>23,827</u>	<u>23,830</u>	<u>20,528</u>
Tangible Book Value per common share	<u>\$ 23.28</u>	<u>\$ 22.49</u>	<u>\$ 22.20</u>	<u>\$ 19.73</u>	<u>\$ 23.48</u>
Accumulated other comprehensive loss (AOCI)	<u>(146,998)</u>	<u>(147,667)</u>	<u>(136,427)</u>	<u>(178,903)</u>	<u>(151,566)</u>
Adjusted tangible book value per common share	<u>\$ 29.43</u>	<u>\$ 28.67</u>	<u>\$ 27.93</u>	<u>\$ 27.24</u>	<u>\$ 30.87</u>



Reconciliation of Non-GAAP Financial Measures

As of and for the Quarter Ended					
	June 30, 2024	March 31, 2024	December 31, 2023	September 30, 2023	June 30, 2023
Adjusted earnings Reconciliation					
Net income - GAAP	\$19,745	\$20,503	\$18,071	\$15,117	\$16,567
Adjustments (post-tax): ⁽¹⁾					
Acquisition ACL on non-PCD assets in provision expense	-	-	-	2,985	-
Net (gain)/loss on securities sales	123	-	(36)	(2,677)	-
Integration and acquisition expenses	250	1,804	4,385	1,653	589
Total non-recurring adjustments (non-GAAP)	\$373	\$1,804	\$4,348	\$1,962	\$589
Adjusted earnings - non-GAAP	<u>\$20,118</u>	<u>\$22,307</u>	<u>\$22,419</u>	<u>\$17,079</u>	<u>\$17,156</u>
Adjusted diluted earnings per share (non-GAAP)	\$0.84	\$0.93	\$0.94	\$0.77	\$0.83
Adjusted return on average assets - non-GAAP	1.07%	1.17%	1.16%	0.94%	1.03%
Adjusted return on average common equity - non-GAAP	10.11%	11.28%	12.11%	9.82%	10.42%
Efficiency Ratio Reconciliation					
Noninterest expense - GAAP	\$51,391	\$53,362	\$57,025	\$47,096	\$40,042
Other real estate owned property income (expense)	(85)	21	(800)	(902)	(27)
Amortization of intangibles	(3,340)	(3,497)	(3,560)	(2,568)	(1,477)
Nonrecurring severance expense	-	-	-	-	-
Integration and acquisition expenses	(316)	(2,283)	(5,550)	(2,093)	(745)
Adjusted noninterest expense (non-GAAP)	<u>\$47,650</u>	<u>\$47,603</u>	<u>\$47,115</u>	<u>\$41,533</u>	<u>\$37,793</u>
Net interest income -GAAP	\$56,765	\$55,470	\$57,462	\$50,443	\$42,367
Effect of tax-exempt income ⁽¹⁾	596	616	793	769	742
Adjusted net interest income (non-GAAP)	<u>\$57,361</u>	<u>\$56,086</u>	<u>\$58,255</u>	<u>\$51,212</u>	<u>\$43,109</u>
Noninterest income - GAAP	\$22,422	\$24,478	\$21,768	\$23,053	\$19,486
Net (gain)/loss on securities sales	156	0	(46)	(3,389)	6
Adjusted noninterest income (non-GAAP)	<u>\$22,578</u>	<u>\$24,478</u>	<u>\$21,722</u>	<u>\$19,664</u>	<u>\$19,492</u>
Adjusted total revenue (non-GAAP)	<u>\$79,939</u>	<u>\$80,564</u>	<u>\$79,977</u>	<u>\$70,876</u>	<u>\$62,601</u>
Efficiency ratio (non-GAAP)	59.61%	59.09%	58.91%	58.60%	60.37%

(1) Nonrecurring items (post-tax) and tax-exempt income are calculated using an estimated effective tax rate of 21%.



Experienced Management Team



Joseph R. Dively
Chairman, Chief Executive Officer and President
Joe joined First Mid as a Director in 2004.



Michael L. Taylor
SEVP, Chief Operating Officer
Mike joined First Mid in 2000.



Matthew K. Smith
EVP, Chief Financial Officer
Matt joined First Mid in 2016.



Bradley L. Beesley
EVP, Chief Executive Officer
First Mid Wealth Management Company
Brad joined First Mid in 2007.



Clay M. Dean
EVP, Chief Executive Officer
First Mid Insurance Group
Clay joined First Mid in 2010.



Rhonda R. Gatons
EVP, Chief Human Resources Officer
Rhonda joined First Mid in 2016.



Amanda D. Lewis
EVP, Chief Operations Officer
Mandy joined First Mid in 2001.



Eric S. McRae
EVP, Chief Lending Officer
Eric joined First Mid in 1999.



Jordan D. Read
EVP, Chief Risk Officer
Jordan joined First Mid in 2021.



Stas R. Wolak
EVP, Chief Retail Banking Officer
Stas joined First Mid in 2024.



Jason M. Crowder
SVP, General Counsel
Jason joined First Mid in 2019.



Jeremy R. Frieberg
SVP, Chief Information Officer
Jeremy joined First Mid in 2024.



Megan E. McElwee
SVP, Chief Credit Officer
Megan joined First Mid in 2011.



Anya Y. Schuetz
SVP, Director of Project Management
Anya joined First Mid in 2013.



Board of Directors



Holly B. Adams
Lead Independent Director
President, Howell Asphalt Company
President, Howell Paving, Inc.



Robert S. Cook
Chair, Nominating and Governance Committee
Managing Partner,
TAR CO Investments, LLC



Joseph R. Dively
Chairman and Chief Executive Officer,
First Mid Bancshares, Inc.



Zachary I. Horn
President and Founder,
Metro Communications Company, Inc.



Gisele A. Marcus
Professor of Practice,
Olin Business School
Washington University in St. Louis



J. Kyle McCurry
Chair, Risk Management Committee
Chief Operating Officer and General Counsel,
Paige Sports Entertainment



Mary J. Westerhold
Chair, Audit Committee
Chief Financial Officer,
Madison Communications Company



James E. Zimmer
Chair, Compensation Committee
Owner, Zimmer Real Estate Properties, LLC
Co-Founder, Bio-Enzyme

Equal Opportunity and Commitment to Diversity

Equal Opportunity

First Mid provides equal employment opportunities to all employees and applicants for employment regardless of race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, handicap, physical or mental disability, pregnancy, or veteran status or any other status protected by applicable laws. Equal employment opportunity applies to all terms and conditions of employment; including, but not limited to, recruitment, hiring, placement, training, discipline, termination, lay-off, leave of absence, compensation, transfer and promotion, benefits and all other terms and conditions of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or a member of Human Resources. Employees can raise concerns without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to correction action, up to and including termination of employment.

Commitment to Diversity & Inclusion

First Mid is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience and unique perspectives. This commitment is embodied in our company policy and the way we do business and is an important principle of sound business management

First Mid is committed to attracting, recruiting and retaining a prepared, diverse and sustainable workforce that has a culture based on our core values and who successfully partners with internal and external customers.

We appreciate and respect the uniqueness of each individual and value the varied perspectives, ideas and experience our diversity provides. Promoting a culture of inclusion allows each individual to fully participate and contribute to our success.

First Mid adopts positive measures to implement affirmative action which includes, recognizing and valuing diversity and is not limited to race, gender and ethnicity. We embrace our employees' differences in age, color, disability, ethnicity, family or marital status, language, national origin, physical and mental ability, race, religion, sexual orientation, veteran status and other characteristics that make our employees unique.

In addition to complying with applicable laws, everyone associated with First Mid is expected to treat others with respect and fairness. We support a diverse and inclusive work environment where all employees are given an opportunity to perform to their fullest potential.

COMMUNITY INVOLVEMENT/REINVESTMENT

First Mid Bank & Trust is proud to be a member of this community and shows their support with involvement on community associations and groups along with making charitable donations.

Involvement:

- Wendy Ruud is the current LORDEC representative
- Wendy Ruud is an Ambassador for the Lake Area Chamber of Commerce, the Camdenton Chamber of Commerce and the Lake West Chamber of Commerce
- Wendy Ruud is a Paul Harris Fellow and member of the Rotary Club of Lake Ozark
- Wendy Ruud is a current Board Member for the Osage Beach Senior Center
- Wendy Ruud is an Advisor and Leader for the Leadership Camden County

Volunteer Work by Staff Members:

- Osage Beach Senior Center
- Wonderland Camp
- Pregnancy Help Center
- Lake of the Ozarks Shootout
- Magic Dragon Car Show
- Wingfest

Charitable Donations:

- Community Foundation of the Lake
- Lake Regional Health Foundation
- Kids' Harbor
- Elks Lodge 2517 – Veterans Parade and Christmas Auction
- The Changing Table
- Lake Area Chamber of Commerce Annual Fall Dinner and Awards
- Lake of the Ozarks Shootout
- CADV Annual Brunch
- Hot Summer Nights
- Cocktails & Caddies
- Firefighters Association Fish Fry
- Branches for the Lake/Magic Dragon Trails – Bike Giveaway
- Special Olympics Missouri
- Pregnancy Help Center
- Wonderland Camp
- Lake of the Ozarks Air Show
- COMC
- Greg Gagnon Memorial Golf - Rotary
- Magic Dragon Car Show

Section 7

Certification by Financial Institution

CERTIFICATION BY FINANCIAL INSTITUTION

Before accepting funds or engaging in transactions for the City, an official of the approved financial institution shall be required to submit a certification that:

1. Financial institution agrees to review the City investment policy and agrees to disclose potential conflicts or risks to the City's funds that might arise out of business transactions between the financial institution and the City.
2. Financial institution agrees to undertake reasonable efforts to preclude imprudent transactions involving City funds.
3. Financial institution agrees to notify the City in advance of a change in senior relationship managers.
4. Financial institution agrees to notify the City of any new or modified services offered by the financial institution that would be beneficial for the City.
5. Financial institution agrees to provide the City with annual financial statements.
6. Financial institution is an institution eligible to be a depository of public funds under Missouri Statutes.

First Mid Bank agrees to all questions 1 through 6.

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Bill 24-63 An Ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Hood & Associates CPAS, P.C. for Auditing Services Annual Comprehensive Financial Reports (ACFR), for the years 2024 through 2028. *First Reading*

Requested Action:

Bill 24-63 - An ordinance of the City of Osage Beach, Missouri,

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:

Yes

Budget Line Information (if applicable):

Department Comments and Recommendation:

The recent Request for Proposal (RFP) process has provided the City with four qualified options. See detailed worksheet. The City has completed its first contract with Hood & Associates CPAS, P.C. with good results. All three references included in the proposal were contacted and have given positive feedback. I recommend the City approve this competitive proposal/contract with Hood & Associates for a five-year period.

City Attorney Comments:

Per City Code 110.230, Bill 24-63 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOOD & ASSOCIATES, CPAS, P.C. FOR AUDITING SERVICES AND COMPREHENSIVE ANNUAL FINANCIAL REPORTS (CAFR), FOR THE YEAR 2025 THROUGH 2028.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute the a contract with Hood & Associates, CPAS., P.C. providing for audit services in a form substantially similar on content attached to this ordinance as Exhibit “A.”

Section 2 The Board of Aldermen of the City of Osage Beach hereby authorizes the City Administrator to renew this contract on a yearly basis until December 31, 2028.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.63 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. 24.63.

Cole Bradbury, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

THE CITY OF OSAGE BEACH, MISSOURI



Proposal for Auditing Services

Submitted By:
HOOD & ASSOCIATES CPAS, P.C.
1251 NW Briarcliff Parkway
Kansas City, MO 64116 (816) 453-7014

Contact Person:
Michael Keenan, CPA

August 23, 2024

TABLE OF CONTENTS

A - Transmittal Letter	1
B – Profile of the Firm.....	2-4
C – Firm Qualifications and Experience	5-7
D – Audit Philosophy and Specific Audit Approach	8-13
E – Professional Fees	14
F – References.....	15

Appendices:

Appendix A – Peer Review Report



August 23, 2024

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

Re: Auditing Services

Hood & Associates CPAs, P.C. (H&A) is pleased to submit our proposal for annual audit services for the City of Osage Beach, Missouri (the City) for the year ending December 31, 2024, and for each of the four (4) subsequent years ending December 31, 2025 through 2028.

It is our understanding that the audit will encompass the audit of the City's Annual Comprehensive Financial Report, a Single Audit, if required, and the report on compliance and internal control over financial reporting.

The audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act of 1996, and the provisions of the Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations, and the related OMB Compliance Supplement and applicable state and local law. The accounting and reporting principles promulgated by the Governmental Accounting Standards Board will be applied.

As you read this proposal, we are confident you will conclude our audit approach will provide you with a thoroughly effective and efficient audit at a reasonable cost.

Our proposal is a firm and irrevocable offer for 30 days and the proposer certifies that the person signing this proposal is authorized to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Osage Beach, Missouri.

The bottom line is we truly want your business. It is our sincere intent to serve you with the utmost professional competence, offering the full resources of our Firm. You will receive the best service and attention that our firm has to offer.

Very truly yours
Hood & Associates CPAs, PC

A – Letter of Transmittal

PROFILE OF HOOD & ASSOCIATES CPAs, P.C.

Hood & Associates CPAs, P.C.
1251 NW Briarcliff Parkway
Kansas City, Missouri 64116

Phone: 816-453-7014
Web Site: www.hoodcpas.com
Email: mkeenana@hoodcpas.com

Hood & Associates CPAs, P.C. (H&A) has successfully provided professional services primarily throughout Missouri, Kansas, Oklahoma, and Texas since 1993. We began with one office in Bartlesville, Oklahoma. With our hard work and our reputation of providing exemplary services, we pride ourselves in having grown to be one of the larger locally owned certified public accounting firms in the Midwest United States of America.

We currently have seventeen (17) offices located throughout Missouri, Kansas, Oklahoma, and Texas. Our office located at 1251 NW Briarcliff Parkway, Kansas City, Missouri 64116, will be the office from which the work will be performed.

Today Hood & Associates CPAs, P.C. employs approximately two hundred fifteen (215) associates, which consist of thirty-six (36) CPA's, one hundred twenty-eight (128) paraprofessionals, and fifty-one (51) administrative personnel. On page 6 of this proposal, we provide the names of our professional staff that will be assigned to this engagement.

We can not only fulfill your independent audit requirements but can additionally provide a variety of consulting skills. To summarize our strengths, the reason why you should select H&A because of:

- Our extensive local governmental experience,
- Our extensive Single Audit experience,
- Our experience in assisting governmental entities in obtaining the GFOA Certificate of Achievement,
- Our successful experience in assisting local governments in the implementation of Government Accounting Standard Board (GASB) Pronouncements,
- Our engagement team's qualifications,
- Our ability to perform the audit effectively and efficiently at a high level of technical performance standards,
- Our ability to adhere to agreed upon timetable, due dates, and budgets.
- Our ability to provide governmental consulting services at a local level, and
- Our quality of professional service is demonstrated by our peer review.

To conduct an effective and efficient audit, the auditor must possess a full understanding of the City's unique characteristics. Additionally, the professionals assigned to the engagement should have the expertise and creative capability to assist the City in meeting its financial challenges, to suggest innovative ways to improve operations at reduced costs and to assure a clear accountability of the City's financial affairs.

LICENSE TO PRACTICE IN MISSOURI

Our firm and our key professional staff members of our client service team are properly licensed as Certified Public Accountants in the State of Missouri and hold appropriate permits to practice issued by the Missouri State Board of Accountancy.

INDEPENDENCE

Hood & Associates CPAs, P.C. is an independent certified public accounting firm and as such is independent of the City as defined by the American Institute of Certified Public Accountants under generally accepted auditing standards and the provisions of Government Auditing Standards promulgated by the U.S. Government Accountability Office.

We currently have no professional or other relationship involving the City, other than serving as the City's auditor for the past four years. We do not have any conflict of interest relative to performing the proposed audit. If any professional or other relationship develops, other than performing the audit, we will provide written notice to the City.

GOVERNMENTAL SERVICES GROUP CONCEPT

To better serve the needs of our governmental clients, we established the Governmental Services Group concept. We have implemented this Services Group concept in the performance of our audits. We have a Service Team that includes professionals who have been involved in serving as auditors for local governments for many years. We understand the economic climate and operations of local governments and serve as consultants and knowledgeable advisors to our clients. We emphasize service to our clients, not merely going through the motions to meet the minimum professional requirements.

We have made the commitment to provide the US Government Accountability Office (GAO) required governmental (Yellow Book) continuing professional education to all our audit staff. Consequently, all professionals assigned to this engagement will meet or exceed the GAO training requirements. We will be staffing this engagement with full-time basis professionals.

UNIFORM GUIDANCE / SINGLE AUDIT EXPERIENCE

The amount of funds provided by the Federal Government to entities for various programs and projects has been an important source of revenue for several years and more recently during the Covid-19 pandemic. We provide Single Audits to numerous governmental and not-for-profit entities which must comply with the Uniform Guidance. We have experience in not only auditing grant programs but assisting clients in obtaining grants, implementing systems and controls to ensure compliance with grant terms and evaluating programs.

On average we perform Single Audits for approximately forty to fifty (40 to 50) major programs each year.

B – Profile of the Firm

QUALITY CONTROL POLICIES, PROCEDURES AND PEER REVIEW

Hood & Associates CPAs, P.C. adheres to the professional standards policies and procedures of the American Institute of Certified Public Accountants Statement on Quality Control Standards, state CPA societies, state Boards of Accountancy, state statutes and other regulatory agencies where applicable.

Additionally, Hood & Associates CPAs, P.C. is a member of the American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center. As a member, we must demonstrate, yearly, that our quality control standards specific to our governmental audit practice complies with the applicable professional standards and other Center membership requirements. Membership provides us with the best and up to date practices, guidelines, and tools that are available to perform quality governmental audits and better serve our clients.

In accordance with Government Auditing Standards and applicable professional standards, we participate in an external quality control review program.

Hood & Associates CPAs, P.C.'s most recent peer review report received a rating of pass and is included as Appendix A with this proposal. Hood & Associates CPAs, P.C.'s peer review includes the review of our governmental services audit practice.

FIRM QUALIFICATIONS AND EXPERIENCE

We have extensive experience in engagements for many cities and other governmental entities of all sizes. As an example of our ability to serve an entity such as yours, we have listed below a few of our governmental clients for which Hood & Associates CPAs, P.C. and acquired firms have served as auditors:

- City of Branson, Missouri
- City of Camdenton, Missouri
- City of Center, Missouri
- City of Joplin, Missouri
- City of Joplin MO Firemen and Policemen Pension Fund
- City of Knob Noster, Missouri
- City of Maysville, Missouri
- City of Monett, Missouri
- City of Otterville, Missouri
- City of Parkville, Missouri
- City of Rolla, Missouri
- City of St. Joseph, Missouri
- City of Sugar Creek, Missouri
- Clay County Public Health Center
- Clay County, Missouri
- Rolla Municipal Utilities
- City of Leavenworth, Kansas
- City of Emporia, Kansas
- City of Pryor, Oklahoma
- City of Vinita, Oklahoma
- City of Elgin, Oklahoma
- City of Dewey, Oklahoma
- Mark Twain Regional Council of Governments
- Mark Twain Solid Waste Management District
- The Police Department of Kansas City, Missouri
- Thirty Ninth Street Transportation Development District
- Hawthorne Development Transportation Development District
- Platte County, Missouri South Transportation Development Districts I and II
- East Hills Community Improvement District
- Truman's Marketplace Community Improvement District and Transportation District
- Fire District No. 1 Leavenworth County, Kansas
- Central Interstate Low-Level Radioactive Waste Compact Commission
- Mid-Continent Public Library
- St. Joseph Public Library
- St. Joseph Regional Port Authority
-

FIRM QUALIFICATIONS AND EXPERIENCE

STAFF CONTINUITY

A continuing goal of ours is the development and maintenance of a long-term relationship. Our clients typically desire to ensure the continuity of key members of the client service team and associated government specialists. As a matter of policy, we do not require systematic staff rotation, eliminating the concern about repeated "learning curves". It is our goal, however, to foster career growth, encouraging staff members to take on increasing levels of professional responsibility within the scope of each engagement. As promotions occur, we maintain assignments at as many other levels as possible, to assure continuity and consistency. We will notify you regarding any change in partner, manager or supervisory staff assigned to the engagement. In the event that turnover occurs, we will ensure the staff assigned has similar experience and the remaining engagement team members will be responsible for ensuring any new team member understands your organization and issues.

PROFESSIONAL TRAINING

Our firm's primary asset is the experience and capability of our people to render professional services. To ensure the highest level of professional performance, we conduct an extensive recruiting campaign to enable us to employ graduates of high academic achievement and demonstrated leadership qualities.

We have made the commitment to provide the U.S. Government Accountability Office (GAO) required governmental (Yellow Book) continuing professional education to all our audit staff. Consequently, all professionals assigned to this engagement will meet or exceed the GAO training requirements. Each individual professional receives over forty (40) hours of formal continuing education guidance on an annual basis.

PERSONNEL ASSIGNED TO THIS ENGAGEMENT

Because of the number of governmental clients that our firm serves, you can be assured that the individuals assigned to your engagement have experience working on similar engagements.

Michael Keenan, CPA	Engagement Partner
Warren Herrick, CPA	Engagement Senior Manager
Timothy Fitzgerald	Engagement Senior
Josue Carreno	Engagement Staff Associate

Michael Keenan, CPA, is licensed in Kansas and Missouri. He has over thirty (30) years of auditing experience primarily in governmental auditing. Mr. Keenan is a member and reviewer of the GFOA Certificate of Achievement Review Committee. He will serve as the Engagement Partner and technical specialist, providing his expertise as needed to the engagement team. He will be available to assist in resolving technical issues and perform a review of the reports issued as a result of this engagement. He will work closely with the entire audit team throughout the audit.

FIRM QUALIFICATIONS AND EXPERIENCE

PERSONNEL ASSIGNED TO THIS ENGAGEMENT (CONTINUED)

Warren Herrick, CPA, has nearly twenty years of public accounting experience, in both the accounting and auditing. Warren has managed numerous audit, review and compilation engagements for clients in a wide variety of industries including governmental entities including Single Audits, non-profit organizations, and service organizations. Industry specialty areas include governments and non-profit organizations. Warren is a member of the American Institute of Certified Public Accountants. He will work closely with the Engagement Partner.

Timothy Fitzgerald has over twenty-five (25) years of public accounting experience, in both accounting and auditing. He has extensive audit and review experience for clients in a wide variety of industries including governmental, non-profit organizations, and for-profit entities. Industry specialty areas include governments, non-profit organizations and construction contractors. He will work closely with the Engagement Senior Manager.

Josue Carreno has two (2) years of public accounting audit experience, primarily in auditing governmental and not-for-profit entities. He will work closely with the Engagement Senior Manager and the Engagement Senior Auditor.

AUDIT PHILOSOPHY AND SPECIFIC APPROACH

Firm Philosophy

Our philosophy in providing audit services is one which has at its core the ultimate purpose of providing parties that place reliance on audit services with reports and financial statements prepared in the highest of professional and ethical standards and presented in accordance with the technical standards of the accounting and auditing profession and in compliance with laws and regulations. To that end, the following goals have been established:

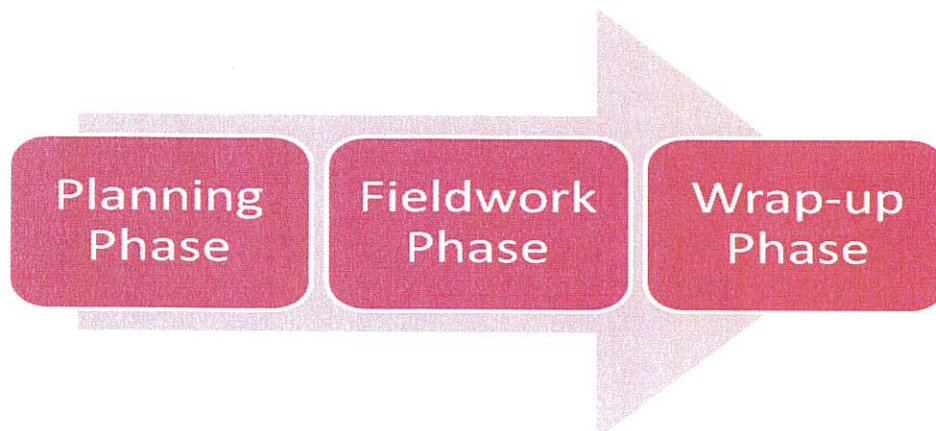
- To keep, of utmost importance and concern, the interest of those parties that place reliance on the audit report.
- To provide our clients with the highest quality of services at reasonable rates.
- To provide timely service.
- The firm's partner in charge and engagement manager will always be available to review progress on any engagement and to consult with the client on the status of work.
- To, always, maintain the highest ethical and technical standards that have been established by the accounting profession.

The Firm's philosophy concerning retention of staff places emphasis on the following areas:

- To strive to employ and retain quality personnel by the creation of an enjoyable everyday work environment, keeping our employees' interests and career goals near the top of our personnel policies.
- To provide all personnel with the opportunity for personal growth and achievement.

Audit Approach

The audits of the financial statements will be performed in phases. The first phase is planning, including staff assignments as well as transition planning. The second phase is the fieldwork audit. The final phase is the wrap-up that will result in the issuance of our report on your financial statements.



AUDIT PHILOSOPHY AND SPECIFIC APPROACH (CONTINUED)

TIMING

We would begin our planning of the December 31, 2024, audit immediately upon notification of being awarded the contract.

Proposed timetable for each succeeding audit of the City of Osage Beach, Missouri:

Phase One – Planning Phase

- Pre-audit conference and Interim work will be performed before February 1 each year.
- Detailed audit plan and list of client prepared schedules will be provided by before February 1 each year.
- Entrance conference will be held with the City Treasurer and staff upon execution of the annual engagement letter.

Phase Two – Fieldwork Phase

- Fieldwork will be completed by May 15 for each year. In addition, progress meetings will be held weekly with the City Treasurer to update progress on the engagement and resolve technical issues that may arise. An exit conference will be held with key City personnel at the completion of fieldwork.
- Draft reports and required communications to be delivered on or before June 15 for each year.

Phase Three – Wrap-up Phase

- Auditor recommendations, revisions, and suggestions for improvements and revised draft of the auditor's report will be provided to the City Treasurer by June 22 for succeeding year.
- Final reports and required communications will be delivered no later than June 29 for each year, with presentation to the Mayor and Board of Aldermen at the next regularly scheduled meeting.

AUDIT PHILOSOPHY AND SPECIFIC APPROACH (CONTINUED)

We have developed an audit risk model to enable us to perform effective and efficient audits. This model focuses on the significant and high-risk aspects of an entity such as yours and eliminates the typical inefficient tendencies to spend significant time examining transactions that have little or no importance to the financial statements as a whole.

Phase One – Planning Phase

In the planning phase, we gain an understanding of your operations, evaluate the reliability of your internal controls, and identify any issues that may have audit significance. This phase includes reviewing the internal controls and risk assessment, including computer programs and computer technology security. Upon review of the system, the following additional planning procedures will be performed as required by all the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards:

- . Document understanding of the external and internal environment.
- . Assess the control structure.
- . Identify potential accounting, auditing, and reporting problems.
- . Estimate likelihood of material misstatement and establish benchmark for planning materiality.
- . Perform preliminary analytical review procedures.
- . Identify the accounting systems to be documented and evaluated.
- . Assess control risk.
- . Finalize audit approach.
- . Conduct planning meetings with the City Treasurer and staff.
- . Coordinate timing of the audit effort.
- . Discuss client assistance with the City Treasurer and staff.
- . Finalize time budget, staff plan, and work schedules.
- . Schedule and conduct weekly status meetings with the City Treasurer

AUDIT PHILOSOPHY AND SPECIFIC APPROACH (CONTINUED)

Phase Two – Fieldwork Phase

The testing phase of the audit encompasses both tests of controls and substantive tests.

- . Tests of Controls - Test compliance with established control procedures by ascertaining that the significant controls within each system are functioning as described. Particular attention is placed on controls over the processing of information related to the major areas of audit concern. Also test for compliance with applicable laws, regulations, and governmental policies.
- . Substantive Tests - These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system, which appears in the financial statements. The extent of our detailed substantive work will be governed by the results of our tests of controls.

Phase Three – Wrap-up Phase

The wrap-up phase includes overall review and evaluation of audit results. This consists primarily of:

- . Review for contingencies and subsequent events
- . Evaluate overall audit results
- . Evaluate overall reasonableness of the financial statements (analytical procedures)
- . Issue and submit to the City Treasurer our management letter reporting on internal control, any management weaknesses observed, and legal compliance with responses by the affected department heads.
- . Meet and report to the City Treasurer to review and clarify the City's financial statements before final presentation to the City's Mayor and Board of Aldermen.
- . The audit documentation for this engagement is the property of Hood & Associates CPAs, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hood & Associates CPAs, P.C. personnel.

AUDIT PHILOSOPHY AND SPECIFIC APPROACH (CONTINUED)

Compliance with Changing Regulatory Requirements

Hood & Associates CPAs, P.C. is dedicated to insuring that our clients are in full compliance with changing regulatory requirements and other related developments. Our firm has an extensive library of Practitioner Publishing Company (PPC) reference guides specific to governmental accounting and auditing. In addition, we maintain a physical library and have access to online reference materials from Governmental Accounting Office, the American Institute of Certified Public Accountants and other regulatory bodies, which includes professional standards, official pronouncements, audit guides and reference books specific to governmental accounting and auditing.

We are members of the AICPA's Governmental Audit Quality Center, which allows us access to vast resources and technical expertise which are usually available only from large national firms. Importantly, each organization keeps us up to date on changing regulatory requirements, new pronouncements and compliance rules, emerging issues, audit alerts, etc.

Policies and Programs Established to Ensure Client Satisfaction

- During the course of our audits, we will conduct -
 - An entrance conference with the City Treasurer and staff
 - Weekly progress meetings with the City Treasurer
 - An exit conference with the City Treasurer
- We strive to meet the requested target due dates; however, the success of doing so is dependent on the full cooperation and timely delivery of the requested financial data to the auditor by the client. If circumstances beyond our control are encountered, which could cause a delay in meeting the required deadlines, we discuss this during our weekly conferences. If additional time is required to complete the audit, we notify the client in writing.
- If we are engaged to audit the City, your management and administrative personnel will have an opportunity for a continuous, year-round dialogue with our governmental specialists. We would suggest that your personnel inform us of potential or existing problems, and we would draw upon our experience with governmental entities to offer advice and counsel in regard to those problems. We would also provide the City with information about and access to the extensive materials we develop each year for governmental entities. Fees for consultation requiring visits to client offices or substantial research would be agreed upon in advance, and at the same rates established in the schedule of fees.

AUDIT PHILOSOPHY AND SPECIFIC APPROACH (CONTINUED)

PROJECT MANAGEMENT APPROACH AND SUPERVISION

The engagement senior manager reviews all areas completed by engagement staff as the work is performed, and reviews predetermined areas of audit risk.

As the audit progresses, the engagement manager will provide the City staff with weekly status reports to clarify progress on completion of the audit. Also, we request weekly meetings to resolve technical issues and to monitor audit performance and compliance. During the final week of fieldwork both the engagement partner and the concurring review partner will perform a detailed analysis and review of the financial statements, footnote disclosures and in-relation-to reports.

We will make every effort to provide draft copies of the December 31, 2024 Annual Comprehensive Financial Report, required communications, Single Audit report, and compliance reports to the City Treasurer by no later than June 15, 2025.

Before issuance, our administrative staff will review the report for clarity, grammar, mechanical accuracy, and readability.

AUDIT PROCESS – YOUR CHOICE

The audit process does not have to be a stressful and time-consuming process. We understand that you would rather not interrupt your daily activities by dealing with auditors.

By planning and preparing we can help the audit process move efficiently and smoothly. There are several items you can focus on to help move the audit process along and help us get in and out without too many disturbances.

In fact, with your and our planning, preparation, and today's technology, we are able to approach our audits in several ways:

- 1) Spend most of the audit time at your office and the remainder at our office, or
- 2) Spend a little of the audit time at your office and the remainder of time at our office.
- 3) Do our best with your help, to communicate exactly what we need from you as auditors and when we need it. Then reach a reasonable approach to achieve this most important part of a smooth and timely audit.

With today's technology and with your use of our secure client portals, we each can work remotely to achieve results. We can and will be at your office as often as you wish.

CITY OF OSAGE BEACH, MISSOURI
SCHEDULE OF
PROFESSIONAL AUDITING FEES

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total Fee
Partner	20	\$ 350	\$ 300	\$ 6,000
Senior Manager	40	250	200	8,000
Senior Auditor	60	200	150	9,000
Staff Associate	80	150	120	9,600
Out of pocket expenses				<u>800</u>
Fees for the year ending December 31, 2024 *				<u>\$ 33,400</u>
Fees for the year ending December 31, 2025 *				<u>\$ 34,600</u>
Fees for the year ending December 31, 2026 *				<u>\$ 35,800</u>
Fees for the year ending December 31, 2027 *				<u>\$ 37,100</u>
Fees for the year ending September 30, 2028 *				<u>\$ 38,400</u>

**** The hours and fees shown above include the audit of the City of Osage Beach, Missouri's Annual Comprehensive Financial Report. The fees do not include the fees for a single audit. If a single audit is required, the fee for the audit of one (1) major program will be \$4,000. If additional major programs are required to be audited, the fee for each additional program will be \$3,000.***

REFERENCES

As previously noted, our firm has substantial experience in providing professional services to cities and other local governmental entities. The following is a list of some of our governmental engagements that are similar to the proposed engagement with the City:

Client: City of Camdenton, Missouri
Services: Audit of the basic financial statements, (with municipally owned water and sewer enterprise funds), including Single for the years ended September 30, 2023 to present.

Annual
Professional Hours: 220
Personnel: Engagement Manager – Michael Keenan, CPA
Engagement Senior – Timothy Fitzgerald

Client Contact: 📞 Renee Kingston, City Clerk (573) 346-3600

Client: City of St. Joseph, Missouri
Services: ACFR, Audit of the financial statements, including Single Audit, and the City of St. Joseph, Missouri Police and Pension Fund for the years ended June 30, 2006 through June 30, 2015 and June 30, 2021 to present.

Annual
Professional Hours: 520
Personnel: Engagement Partner – Michael Keenan, CPA
Single Audit Specialist – Reaghan Payne
Client Contact: Tom Mahoney, Associate Director of Finance (816) 271-4759

Client: City of Rolla, Missouri, including Rolla Municipal Utilities
Services: Audit of basic financial statements and Single Audits for the years ended September 30, 2019 to present.

Annual
Professional Hours: 380
Personnel: Engagement Partner – Michael Keenan, CPA
Engagement Senior – Timothy Fitzgerald
Engagement Staff – Alex Wagner

Client Contact: Stephanie Rogers, Finance Director (573) 426-6980

F- References



Muret CPA, PLLC
3326 E. 27th Place
Tulsa, OK 74114

Phone: 918-301-1100

Fax: 918-517-3000

www.muretcpa.com

Tax, Accounting & Financial Services

Report on the Firm's System of Quality Control

August 22, 2023

To the Partners of Hood & Associates, CPAs, P.C. and the Peer Review Committee of the Oklahoma Society of Certified Public Accountants,

We have reviewed the system of quality control for the accounting and auditing practice of Hood & Associates, CPAs, P.C. (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hood & Associates, CPAs, P.C. in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hood & Associates, CPAs, P.C. has received a peer review rating of *pass*.

Muret CPA PLLC

Muret CPA, PLLC

AUDIT PROPOSAL ANALYSIS 2015

	Williams Keepers	Evers & Co.	Cochran Head Vick	Dana F. Cole	Lisa Wright CPA
Prior Auditing Experience	Yes	Yes	Yes	Yes	Yes
Other Services Available	Yes	N/A	Yes	Yes	N/A
Qualifications of Staff	Included	Included	Included	Included	Included
Number of Staff	Four +	Three to Four	Four	Three to Four	Four
Governmental Acct Exp	Yes	Yes	yes	yes	yes
Audit approach	Five Phase	Explained	Three Phase	Risk Assess	learn/plan
Prior Single Audit	Yes	Yes	Yes	Yes	Yes
Prior CAFR reporting	Yes	Yes	Yes	Yes	?
Audit Calendar/Schedule	Not Specific	March	Explained	April	Not Specific
Draft	Not Specific	Not Specific	March	May 15th	Not Specific
Final Docs	Not Specific	by June 10th	by June 10th	May 31st	Not Specific
Meet with BOA	Yes	Yes	by June 10th	Yes	Yes
Peer Review Report	Yes	Yes	Yes	Yes	Yes
Single Audit	All Major Programs	All Major Programs	1 Major Program	1 Major Program	?
Training for clients	Yes	No	Yes	N/A	N/A
Professional Fees					
	2015 29,000.00	30,150.00	32,165.00	37,000.00	35,000.00
	2016 30,000.00	31,205.00	33,130.00	40,100.00	36,800.00
	2017 31,000.00	32,300.00	34,124.00	41,700.00	38,400.00
	2018 31,000.00	33,430.00	35,150.00	43,050.00	no quote
Additional serv. Rate	Not Given	Not Given	Not Given	75-210	Not Given

ADD GRAVES ACCTING NEXT TIME?

AUDIT PROPOSAL ANALYSIS 2020

	Williams-Keepers LLC	Cochran Head Vick & Co. , P.C.	Hochschild, Bloom & Company LLP	Richard Brozewicz, CPA
Prior Auditing Experience	Yes	Yes	Yes	No
Other Services Available	Yes	Yes	Yes	N/A
Qualifications of Staff	Included	Included	Included	No
Number of Staff	4	5	7	1
Governmental Acct Exp	Yes	yes	yes	yes
Audit approach	Five Phase	Explained	Explained	see proposal
Prior Single Audit	Yes	Yes	Yes	No
Prior CAFR reporting	Yes	Yes	Yes	No
Timing	March-June	Explained	March-June	Yes
Draft	April	April	April	Yes
Final Docs	May	May	May	Yes
Meet with BOA	Yes	Yes	Yes	Yes
Peer Review Report	Yes	Yes	Yes	No
Single Audit	Yes	Yes	Yes	No
References Included	Yes - 5	Yes - 5	Yes - 60	No

Professional Fees

2020	30,975	28,550	29,500	26,500
2021	31,975	29,410	30,500	27,825
2022	32,975	30,290	31,500	29,250
2023	33,975	31,200	32,500	30,650
	Single Audit	Single Audit	Single Audit	Single Audit
2020	1,500	2,000	3,500	1,250
2021	1,750	2,060	3,500	1,325
2022	2,000	2,120	3,500	1,400
2023	2,250	2,180	3,500	1,470

AUDIT PROPOSAL ANALYSIS 2024

	Hood & Asso. CPAS, P.C.	BT&CO., P.A.	Williams-Keepers LLC	Sikich
Prior Auditing Experience	Yes	Yes	Yes	Yes
Other Services Available	Yes	Yes	Yes	Yes
Qualifications of Staff	Included	Included	Included	Included
Personnel Assigned	4	5	5	5
Governmental Acct Exp	Included	yes	Included	yes
Audit approach	Explained	Explained	Explained	Explained
Prior Single Audit	Yes	Yes	Yes	Yes
Prior CAFR reporting	Yes	Yes	Yes	Yes
Timing	Explained	March-June	March-June	March-June
Draft	May	April	April	April
Final Docs	June	May	June	May
Meet with BOA - IN PERSON	Yes	Yes	Yes	Yes
Peer Review Report	Yes	Yes	Yes	Yes
Single Audit	Yes	Yes	Yes	Yes
References w/Contacts	Yes - 3	Yes - 3	Yes - 8	Yes - 3

	Hood & Asso. CPAS, P.C.	BT&CO., P.A.	Williams-Keepers LLC	Sikich
Professional Fees				
2024	33,400	47,000	50,000	49,000
2025	34,600	49,000	51,650	51,000
2026	35,800	51,000	52,750	53,000
2027	37,100	53,000	53,750	55,000
2028	38,400	55,000	54,720	57,000
Single Audit				
2024	4,000	5,000	5,000	7,500
2025	4,000	5,000	5,000	7,500
2026	4,000	5,000	5,000	7,500
2027	4,000	5,000	5,000	7,500
2028	4,000	5,000	5,000	7,500
TOTAL:				
2024	37,400	52,000	55,000	56,500
2025	38,600	54,000	56,650	58,500
2026	39,800	56,000	57,750	60,500
2027	41,100	58,000	58,750	62,500
2028	42,400	60,000	59,720	64,500

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 24-64- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Land Divisions for the City Park Slope Stabilization Project for an amount not to exceed \$44,000.. *First Reading*

Requested Action:

First Reading of Bill #24-64

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/Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2024 Budgeted Amount: \$217,983

FY2024 Expenditures to Date (09/09/2024): (\$85,305.86)

FY2024 Available: \$387,294.14

FY2024 Requested Amount: \$44,000.00

Department Comments and Recommendation:

This project is a paired down version of the Slope Stabilization and Pickleball Court Construction project that was brought to the Board in April of this year. The project went back out to bid without the pickleball court construction and only the slope stabilization as the only item of work.

The bids were opened on 09/06/2024. The City received five bids and the low bidder was Land Divisions with a bid of \$44,000.00.

City Attorney Comments:

Per City Code 110.230, Bill 24-64 is in correct form.

City Administrator Comments:

References for this contractor were called and we received good feedback. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND DIVISION FOR CITY PARK SLOPE STABLIZATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$44,000.

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 Land Division 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 Forty-Four Thousand Dollars. (\$44,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.64 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: 0 Abstain: 0 Absent: 0

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. 24.64.

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:

OSAGE BEACH CITY PARK SLOPE STABILIZATION

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.

Osage Beach City Park Slope Stabilization

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
Veterans Memorial
Osage Beach Project No. OB23-024
August 28, 2024**



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

Page 1

Item	Description	Unit	Quantity	Engineer's Estimate		Land Divisions		Nationwide Sports Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 30,000.00	\$ 30,000.00
2	Clearing and Grubbing	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 43,454.00	\$ 43,454.00
3	On Site Earthwork	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 22,277.00	\$ 22,277.00	\$ 137,425.00	\$ 137,425.00
4	Temporary Rock Ditch Check	EA	3.00	\$ 250.00	\$ 750.00	\$ 375.00	\$ 1,125.00	\$ 880.00	\$ 2,640.00
5	Detail 'A' Temporary Rock Ditch Check	LS	1.00	\$ 750.00	\$ 750.00	\$ 525.00	\$ 525.00	\$ 2,928.00	\$ 2,928.00
6	Silt Fence	LF	200.00	\$ 5.00	\$ 1,000.00	\$ 2.20	\$ 440.00	\$ 5.55	\$ 1,110.00
7	Erosion Control Mat	SF	21,765.00	\$ 1.20	\$ 26,118.00	\$ 0.20	\$ 4,353.00	\$ 1.20	\$ 26,118.00
8	Site Restoration	LS	1.00	\$ 750.00	\$ 750.00	\$ 1,280.00	\$ 1,280.00	\$ 31,525.00	\$ 31,525.00
9	Force Account	LS	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
TOTAL BASE BID					\$ 61,868.00		\$ 44,000.00		\$ 277,700.00

**Bid Tabulation
Veterans Memorial
Osage Beach Project No. OB23-024
August 28, 2024**

Item	Description	Unit	Quantity	Lake West Excavating	
				Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1.00	\$ 4,000.00	\$ 4,000.00
2	Clearing and Grubbing	LS	1.00	\$ 7,420.00	\$ 7,420.00
3	On Site Earthwork	LS	1.00	\$ 15,975.00	\$ 15,975.00
4	Temporary Rock Ditch Check	EA	3.00	\$ 630.00	\$ 1,890.00
5	Detail 'A' Temporary Rock Ditch Check	LS	1.00	\$ 2,490.00	\$ 2,490.00
6	Silt Fence	LF	200.00	\$ 35.80	\$ 7,160.00
7	Erosion Control Mat	SF	21,765.00	\$ 0.67	\$ 14,582.55
8	Site Restoration	LS	1.00	\$ 4,500.00	\$ 4,500.00
9	Force Account	LS	1.00	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID					\$ 60,017.55

Osage Beach City Park Slope Stabilization

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>8-29-24</u>
No. <u>2</u>	Dated <u>9-3-24</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 Slope Stabilization

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 4000.00	\$ 4000.00
2	Clearing and Grubbing	LS	1	\$ 8000.00	\$ 8000.00
3	On Site Earthwork	LS	1	\$ 22 277.00	\$ 22 277.00
4	Temporary Rock Ditch Check	EA	3	\$ 375.00	\$ 1125.00
5	Detail 'A' Temporary Rock Ditch Check	LS	1	\$ 525.00	\$ 525.00
6	Silt Fence	LF	200	\$ 2.20	\$ 440.00
7	Erosion Control Mat	SF	21,765	\$.20.00	\$ 4353.00
8	Site Restoration	LS	1	\$ 12 80.00	\$ 12 80.00
9	Force Account	LS	1	\$2,000.00	2000.00
Total Base Bid:					\$ 44 000.00

TOTAL BASE BID IN WRITING: forty four thousand $\frac{00}{xx}$

Osage Beach City Park Slope Stabilization

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 1:30 PM this 5 day of September, 20 24.

LICENSE or CERTIFICATE NUMBER, if applicable LC0 14428285

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature] (owner)
Signature and Title

Rob Cline
Typed or Printed Name

Doing Business As

Land divisions
Name of Firm

Business Address of Bidder:

1151 Summit Circle
Osage Beach, MO 65065
Telephone No. (573) 317-7916

Osage Beach City Park Slope Stabilization

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:

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 _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Presentation - Route 42 ADA TAP Project

Requested Action:
Presentation

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Yes - MoDOT would like to see this project put out for bid by November 1st.

Budgeted Item:
Yes - Contained within the Misc. Streets/Roads Account - 20-00-773155

Budget Line Information (if applicable):
The estimate attached totals to \$1,009,852.98. However, the City received a TAP Grant from MoDOT for \$455,616.00 which would offset the total cost of the project. Meaning that the cost to the City would be approximately \$560,000.00 assuming the bid comes in right at the estimated cost provided by ES&S the Engineer of Record.

Department Comments and Recommendation:
The City was awarded a TAP grant from MoDOT to construct a sidewalk from School of the Osage, through Peanick Park, to the corner of Missouri Route 42 and Columbia Blvd. I wanted to present to the Board the Preliminary/ Right of Way plans and the engineer's most current estimate for this project.

City Attorney Comments:
Not Applicable

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

Hwy 42 TAP Grant ADA

School of the Osage to College Blvd.

Legend

- Conc rete Sidewalk
- FAB Metal Sidewalk

Columbia Blvd.

Peanick Park

School of the Osage

PRELIMINARY PLANS FOR HIGHWAY 42 ADA SIDEWALK IMPROVEMENT

OSAGE BEACH, MILLER COUNTY, MISSOURI

SECTION 5, T39N, R15W

TAP - 9901(529)

SEPTEMBER 3, 2024

LEGEND	
	ELECTRIC LINE
	FORCE MAIN SANITARY SEWER LINE
	TELECOMMUNICATIONS LINE
	FIBER OPTIC LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELECOMMUNICATIONS LINE
	UNDERGROUND FIBER OPTIC LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	GAS LINE
	WATER LINE
	FENCE
	TREE & BRUSH LINE
	DRAINAGE SWALE
	EXISTING CONTOUR
	ANCHOR
	IRON
	R/W MARKER
	CONTROL POINT
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	ELECTRIC METER
	ELECTRICAL PULLBOX
	FLARED END SECTION
	FIRE HYDRANT
	FLOW LINE
	FIBER OPTIC MARKER
	FLAGPOLE
	FIBER OPTIC PULLBOX
	IRRIGATION PULLBOX
	IRRIGATION WATER VALVE
	LIGHT STANDARD
	MAILBOX
	RAMP
	REINFORCED CONCRETE PIPE
	FORCE MAIN SANITARY SEWER VALVE
	TRAFFIC SIGNAL POLE
	TRAFFIC SIGNAL PULLBOX
	TELECOMMUNICATIONS
	TELECOM MARKER
	TELECOMMUNICATIONS PEDESTAL
	TELECOM PULLBOX
	TOP OF WALL
	UTILITY POLE
	WATER METER
	WATER VALVE
	FINISH CONTOUR
	CLEARING/GRADING LIMITS
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED RIGHT-OF-WAY
	PROPOSED FENCE
	TOP OF WALL ELEVATION
	FINISH GRADE ELEVATION
	STANDARD DUTY CONCRETE
	PREFABRICATED METAL SIDEWALK
	CONCRETE SIDEWALK
	LANDING
	RAMP
	TRANSITION

HIGH PROFILE FACILITIES LOCATE NOTES

DAMAGE PREVENTION

THIS LOCATE REQUEST COULD BE NEAR AN AT&T FACILITY PROVIDING SWITCHING, ROUTING AND TRANSMISSION SERVICES TO THE SURROUNDING AREA

EXCAVATOR MUST WAIT FOR ALL LOCATES TO BE COMPLETED BEFORE DIGGING

BEFORE DIGGING IN THE AREA, TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS ORANGE PAINT AND FLAGS LABELED ATT/D

**NOTE: IF THE AREA HAS NO AT&T FACILITIES IN CONFLICT, THE AREA WILL BE MARKED WITH ORANGE PAINT SHOWING ATT/D CLR

DAMAGING THESE FACILITIES COULD INTERRUPT THOUSANDS OF SERVICES

HAND DIGGING IS MANDATORY WITHIN THE 24 INCH STATUTORY TOLERANCE ZONE

A CABLE DEPTH WILL NOT BE PROVIDED BY THE UTILITY COMPANY OR LOCATOR. AN EXCAVATOR IS REQUIRED TO POT-HOLE IN ORDER TO DETERMINE FACILITY DEPTH.

ONE CALL CENTER:
ANY QUESTIONS REGARDING INFORMATION ON A LOCATE REQUEST OR QUESTIONS REGARDING THE UTILITY COMPANIES NOTIFIED ON A REQUEST SHOULD BE DIRECTED TO:
IN MISSOURI OR KANSAS, DIAL 811

AT&T DISTRIBUTION DAMAGE PREVENTION: IF ASSISTANCE IS NEEDED DURING AN EXCAVATION INVOLVING AT&T FACILITIES PLEASE CONTACT:

MISSOURI
ROBERT RIPPEE-314-208-9076

AT&T DISTRIBUTION LOCATE VENDOR: IF ASSISTANCE IS NEEDED WITH INTERPRETATION OF MARKINGS OR LOCATE ISSUES NOTIFY THE LOCATE COMPANY:
IN MISSOURI-1-800-778-9140

REPORT ALL AT&T DISTRIBUTION FACILITY DAMAGES TO:
800-286-8313 PROMPTS # 1, THEN PROMPT # 5 IN MISSOURI, REPORT DAMAGES TO MISSOURI ONE CALL AT, 811

BENCH MARK

BM - MISSOURI DEPARTMENT OF TRANSPORTATION VRS NETWORK.

TBM 1 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 110 FEET NORTHWEST OF THE NORTHWEST CORNER OF BLOCK WALL AROUND BEAR CREEK VALLEY GOLF COURSE SIGN AND 10 FEET EAST OF STATE HIGHWAY 42. ELEVATION = 892.41

TBM 2 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 140 FEET SOUTH OF DUNCAN LANE AND 10 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 900.09

TBM 3 - 60D NAIL IN THE NORTHEAST SIDE OF UTILITY POLE LOCATED 160 FEET SOUTHEAST OF THE ENTRANCE TO PEANICK PARK AND 5 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 904.57

TBM 4 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 60 FEET NORTHWEST OF THE ENTRANCE TO VAGABOND LANE AND 16 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 906.71

TBM 5 - CHISELED SQUARE ON THE NORTH SIDE OF TRAFFIC SIGNAL POLE LOCATED IN CENTER OF CONCRETE ISLAND AT THE NORTHEAST CORNER OF STATE HIGHWAY 42 AND SCHOOL OF THE OSAGE INTERSECTION. ELEVATION = 910.92

SURVEY CONTROL POINTS

MODIFIED STATE PLANE COORDINATES
NAD 83, MISSOURI CENTRAL ZONE, NAD 83, U.S. SURVEY FEET

POINT #	NORTH	EAST	ELEVATION	DESCRIPTION
CP5	844333.66	1611308.60	898.38	IRON
CP6	845128.07	1610964.13	892.60	IRON
CP7	843631.82	1611733.09	898.98	IRON
CP8	843148.07	1612158.48	903.74	IRON
CP9	842714.88	1612790.84	896.14	IRON
CP12	842450.39	1613329.52	906.01	IRON
CP13	842059.40	1613799.51	907.44	IRON
CP16	842913.22	1612550.50	894.09	IRON
CP18	844501.22	1611311.68	886.50	IRON

PROJECT STATIONING

START STATION - STA. 12+00.07
END STATION - STA. 55+02.07

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN BY FLOOD INSURANCE RATE MAP NUMBER 29195C0240C, DATED 1/16/2013.

UTILITY NOTES

THE LOCATIONS, SIZES, AND MATERIAL TYPES OF UNDERGROUND UTILITIES INDICATED ON THE PLAT NOT VISIBLE OR APPARENT FROM THE SURFACE, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FROM A MISSOURI ONE CALL SYSTEM LOCATE, OR UTILITY COMPANY RECORDS AND WERE NOT VERIFIED IN THE FIELD. UNDERGROUND UTILITY SERVICES TO BUILDINGS WERE NOT LOCATED.

WATER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020

ELECTRIC

AMEREN MISSOURI ELECTRIC
984 UNION ELECTRIC ROAD
LAKE OZARK, MISSOURI 65049
573-365-9226

GAS

SUMMIT NATURAL GAS OF MISSOURI
272 KEYSTONE INDUSTRIAL PARK DRIVE
CAMDENTON, MISSOURI 65020
1-800-927-0787

TELECOMMUNICATIONS

AT&T DISTRIBUTION
33 FITZGERALD STREET
CAMDENTON, MISSOURI 65020
573-392-9829

CHARTER COMMUNICATIONS
5151 OSAGE BEACH PARKWAY
OSAGE BEACH, MISSOURI 65065
573-216-3198

SANITARY SEWER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020

STORM SEWER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020



Call BEFORE you DIG
TOLL FREE
1-800-DIG-RITE
MISSOURI ONE-CALL SYSTEM, INC.

EASEMENTS (UNPLOTTABLE/UNDEFINED)

OWNER: PREWITTS' 54 ENTERPRISES, L.L.C. (DEED IN BOOK 420 PAGE 666)

- BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657
- BLANKET ELECTRIC LINE EASEMENTS RECORDED IN BOOK 2003 PAGE 7364 (OVER LINES AS INSTALLED)

OWNER: TEMPLETON COMMERCIAL PROPERTIES LLC. (DEED IN BOOK 2019 PAGE 5312)

- 20' ELECTRIC LINE EASEMENT RECORDED IN BOOK 85 PAGE 223 (OVER LINE AS INSTALLED)
- BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657

OWNER: SHIRREL DUNCAN (DEED IN BOOK 327 PAGE 417)

- 20' ELECTRIC LINE EASEMENT RECORDED IN BOOK 85 PAGE 223 (OVER LINE AS INSTALLED)
- BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657
- ELECTRIC LINE EASEMENT RECORDED IN BOOK 233 PAGE 679 (OVER LINE AS INSTALLED)
- ELECTRIC LINE EASEMENT RECORDED IN BOOK 272 PAGE 723 (OVER LINE AS INSTALLED)

OWNER: STATE OF MISSOURI (DEED IN BOOK 72 PAGE 312)

- 10' UTILITY EASEMENT RECORDED IN BOOK 163 PAGE 759

OWNER: SCHOOL OF THE OSAGE RI DISTRICT (DEED IN BOOK 159 PAGE 495)

- 10' SEWER EASEMENT & 35'x75' LIFT STATION EASEMENT RECORDED IN BOOK 2002 PAGE 6708 (OVER LINES AS INSTALLED)

SHEET INDEX

C0.01	COVER
C0.02	GENERAL NOTES
C0.03	TYPICAL SECTIONS
C1.01-C1.06	PLAN
C2.01-C2.05	SIDEWALK PROFILE
C3.01-C3.06	RIGHT-OF-WAY PLAN
C4.01	DETAILS

HIGHWAY 42 ADA SIDEWALK IMPROVEMENT

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

COVER

Sheet

C0.01

ES&S PROJECT NO. 16023

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE_BEACH-RT42L-ENGINEERING\16023 SITE PLANNING 8/23/2024

SEQUENCE OF EVENTS

1. PRIOR TO CONSTRUCTION, COORDINATE AND HAVE A PRE-CONSTRUCTION MEETING REGARDING SWPPP TRAINING WITH ANYONE INVOLVED IN LAND DISTURBANCE ACTIVITIES FOR THE PROJECT.
2. CONTRACTOR SHALL DETERMINE ALL UTILITY FIELD LOCATES AS NECESSARY.
3. INSTALL ALL INITIAL PERIMETER EROSION AND SEDIMENT CONTROL PER PLAN.
4. STRIP TOPSOIL AND STOCKPILE. IMMEDIATELY PLACE SEDIMENT CONTROL AROUND STOCKPILE.
5. UTILIZE ALL EXISTING PAVEMENT AS LONG AS PRACTICAL TO MINIMIZE DISTURBED GROUND EXPOSED TO EROSION.
6. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED, MULCHED, AND WATERED, EXCEPT AS PRECLUDED BY SNOW COVER. IN THE EVENT OF SNOW COVER, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL THEREAFTER. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL CEASE FOR 12 MONTHS OR MORE SHALL BE PERMANENTLY SEEDED AND MULCHED.
7. FINALIZE PAVEMENT SUBGRADE PREPERATION IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
8. INSTALL BASE MATERIAL AS REQUIRED FOR PAVED AREAS.
9. COMMENCE PAVEMENT CONSTRUCTION, REMOVE INLET PROTECTION AROUND INLETS NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE. INSTALL PAVEMENT AND SIDEWALKS. REMOVE CONSTRUCTION ENTRANCE ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THAT AREA (PAVE THIS AREA LAST).
10. COMPLETE ALL FINAL GRADING, TOPSOIL PLACEMENT, AND SEEDING IN ALL DISTURBED AREAS. EXCESS TOPSOIL SHALL BE WASTED ONSITE AS DIRECTED BY OWNER.
11. REMOVE ALL SEDIMENT, TRASH AND DEBRIS FORM SEWERS, AND STRUCTURES UPON SUBSTANTIAL COMPLETION. USE A VAC TRUCK TO CLEANOUT ALLSTORM STRUCTURES ONSITE. REMOVED SEDIMENT SHALL BE HAULED OFFSITE.
12. INSTALL SITE LANDSCAPING PER OWNER.
13. REMOVE ALL SEDIMENT AND REGRADE DETENTION BASIN TO MATCH PLAN GRADES. REESEED PER SPECIFICAION.
14. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES WHEN DISTURBED AREAS ARE STABILIZED.

CONSTRUCTION NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. CONSTRUCTION SHALL COMPLY WITH MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND MISSOURI STANDARD PLANS IN EFFECT AS OF THE TIME OF LETTING.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL IDENTIFIED PROPERTY CORNERS, LAND SURVEY CORNERS, AND ACCESSORIES. THE CONTRACTOR SHALL CAUSE THE CORNERS AND ACCESSORIES TO BE REFERENCED BY A LICENSED LAND SURVEYOR, AND ANY SUCH CORNER OR ACCESSORIES DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE RESET BY THE SURVEYOR AT THE ORIGINAL LOCATION, AND FILE THE RESTORATIONS AND MONUMENT DOCUMENTS AS THE LAW REQUIRES.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEERING SURVEYS AND SERVICES FOR REVIEW AND APPROVAL FOR ALL MATERIALS BEFORE ORDERING.
5. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF SIDEWALK, OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS IN WRITING 30 DAYS PRIOR TO CONSTRUCTION.
8. ALL INCIDENTAL ITEMS INCLUDING BUT NOT LIMITED TO SIGNS, PAVEMENT MARKING, PAVEMENT, CURBS, TRUNCATED DOMES, FENCING, LANDSCAPING, IRRIGATION, ETC. EITHER DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RETURNED TO ORIGINAL CONDITIONS BY THE CONTRACTOR.
9. CONTRACT DOCUMENTS FOR THIS PROJECT SHALL INCLUDE THE MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTIONS AND THE MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION.

GRADING AND STORM SEWER CONSTRUCTION NOTES

1. ALL STORM SEWER PIPES AND INLETS SHALL MEET HEAVY DUTY TRAFFIC (HS20) LOADING AND BE INSTALLED ACCORDINGLY.
2. REINFORCED CONCRETE PIPE (RCP) SHALL BE INSTALLED PER THE "EMBEDMENT OF RCP STORM SEWER PIPE" DETAIL. PIPE CLASS SHALL BE APPROPRIATE TO DEPTH AND BEDDING MATERIAL AS SHOWN IN SCHEDULE.
3. ALL RCP PIPE JOINTS SHALL BE SOIL TIGHT PER CURRENT MODOT SPECIFICATIONS SECTION 726.3.1.
4. ALL HDPE PIPE SHALL BE ADS N-12 ST SOIL TIGHT, SMOOTH INTERIOR PIPE OR APPROVED EQUAL. INSTALLATION SHALL FOLLOW THE "EMBEDMENT OF PLASTIC STORM SEWER PIPE" DETAIL.
5. PVC PIPE MAY BE USED IN LIEU OF HDPE FOR DIAMETERS LESS THAN 15". PVC PIPE SHALL BE SDR 35 OR GREATER, AS REQUIRED BY DEPTH OR AS NOTED IN THESE PLANS.
6. CONTRACTOR SHALL ADJUST ALL GRATES, MANHOLES, VALVE BOXES, ETC. TO MATCH FINISH GRADES, AS REQUIRED.
7. ALL STRUCTURE CONNECTIONS SHALL BE WATERTIGHT.
8. ALL CONCRETE STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED CONCRETE INVERT FROM INVERT IN TO INVERT OUT.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE FLUSH WITH FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER". TOP OF BOXES SHALL BE SLOPED TO MATCH PAVEMENT GRADE.
10. PIPE LENGTHS ARE GIVEN FROM CENTER OF STRUCTURE OR DOWNSTREAM END OF FLARED END SECTIONS.
11. ALL FLARED END SECTIONS FOR CONCRETE PIPE SHALL BE REINFORCED PRECAST CONCRETE. ALL FLARED END SECTIONS FOR PLASTIC PIPE SHALL BE GALVANIZED METAL UNLESS OTHERWISE NOTED.
12. ALL SITES USED FOR IMPORTING OR EXPORTING OF FILL MATERIAL SHALL HAVE AN ACTIVE MISSOURI DEPARTMENT OF NATURAL RESOURCES LAND DISTURBANCE PERMIT, AS REQUIRED.
13. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS, TREES AND BRUSH, AND OTHER MATERIAL CREATED AS A RESULT OF CONSTRUCTION. MATERIAL SHALL BE DISPOSED OF IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. BURNING ON SITE SHALL BE ALLOWED BY PERMIT ONLY.
14. CONTRACTOR SHALL REMOVE ALL STUMPS BY EXCAVATING TO INCLUDE REMOVAL OF ASSOCIATED ROOT SYSTEM.
15. CONTRACTOR SHALL NOT ADVANCE TRENCH EXCAVATION BEYOND AMOUNT THAT CAN ACCOMMODATE PIPE INSTALLATION AND BACKFILLING AT THE END OF EACH DAY.
16. ENGINEERED FILL SHOULD BE FREE OF FROZEN SOIL, ORGANICS, RUBBISH, LARGE ROCKS, WOOD, OR OTHER DELETERIOUS MATERIAL. COHESIVE FILLS SHOULD BE UNIFORMLY COMPACTED TO AT LEAST 95 PERCENT OF THE "STANDARD" MAXIMUM DRY DENSITY AND BE WITHIN -2 TO +4 PERCENT OF OPTIMUM MOISTURE CONTENT AS DESCRIBED BY ASTM D698. GRANULAR FILLS SHOULD BE UNIFORMLY COMPACTED TO AT LEAST 95 PERCENT OF THE "STANDARD" MAXIMUM DRY DENSITY. THE MOISTURE CONTENT SHOULD BE HIGH ENOUGH TO PROVIDE FOR PROPER COMPACTION BUT LOW ENOUGH TO PREVENT UNDUE PUMPING. PLACE FILL MATERIAL IN LOOSE LIFTS NOT TO EXCEED 8 INCHES IN THICKNESS.
17. ROCKS AND STONES THAT EXCEED THE THICKNESS OF THE LOOSE LIFT FILL LAYER SHOULD BE REMOVED AND DISPOSED OF OFF THE IMMEDIATE CONSTRUCTION AREA.
18. FILLS PLACED IN AREAS WHERE THE NATURAL SLOPE IS GREATER THAN 5H:1V (HORIZONTAL TO VERTICAL) SHOULD BE BENCHED INTO THE EXISTING GRADE TO REDUCE THE POTENTIAL FOR SLIPPAGE BETWEEN EXISTING SLOPES AND ENGINEERED FILL. BENCHES SHOULD BE LEVEL AND WIDE ENOUGH TO ACCOMMODATE COMPACTION AND EARTH MOVING EQUIPMENT.
19. ALL NEW UTILITY TRENCHES SHOULD BE BACKFILLED IN ACCORDANCE WITH APPROPRIATE CONTROLLED ENGINEERED FILL SPECIFICATIONS.
20. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS FOR ALL LANDSCAPED AND PAVED AREAS.
21. CONTRACTOR SHALL PLACE STOCKPILED TOPSOIL FROM SITE IN ALL LANDSCAPE AREAS TO A MINIMUM DEPTH OF 6", UNLESS NOTED OTHERWISE IN PROJECT SPECIFICATIONS. ANY EXCESS TOPSOIL SHALL BE DISPOSED OF ONSITE PER OWNER.

STORM WATER POLLUTION PREVENTION PLAN NOTES

1. CONTRACTOR SHALL FOLLOW THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES. A COPY OF THIS PLAN, SWPPP, AND ALL PERMITS SHALL REMAIN ON SITE THROUGHOUT CONSTRUCTION.
2. CONTRACTORS ARE REQUIRED TO SUBMIT TO CITY INSPECTION STAFF COPIES OF THEIR INSPECTION REPORTS REQUIRED BY THE SWPPP ON A MONTHLY BASIS.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED AND APPROVAL HAS BEEN RECEIVED FROM ALL GOVERNING AUTHORITIES.
4. IMMEDIATELY UPON COMPLETION OF FINISH GRADING IN EACH AREA, ALL LANDSCAPING AREAS SHALL BE STABILIZED PER PLANS AND/OR SPECIFICATIONS.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 14 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED IN THE SWPPP.
6. SITE INSPECTION SHOULD OCCUR ON A REGULAR SCHEDULE AND WITHIN 24 HOURS OF A STORM EVENT OF 0.25 INCHES OR GREATER. REGULARLY SCHEDULED INSPECTION SHALL BE A MINIMUM OF ONCE EVERY 7 CALENDAR DAYS. ANY DEFICIENCIES SHALL BE NOTED IN A WEEKLY REPORT OF THE INSPECTION AND CORRECTED WITHIN SEVEN CALENDAR DAYS OF THE REPORT.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
8. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
10. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. ALL ROLLED EROSION CONTROL MATS, BIONETS, BLANKETS, ETC. SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. INSTALLATION SHALL RESULT IN A PRODUCT THAT IS TIGHTLY SECURED TO THE GROUND THAT FORCES RUNOFF TO DRAIN OVER, NOT UNDER, THE PRODUCT. GRASS SHALL BE PLANTED PRIOR TO PRODUCT PLACEMENT SO IT WILL GROW THRU THE BLANKET. ALL ASPECTS OF THE PRODUCT SHALL BE FIRMLY SECURED TO THE GROUND SO IT CAN BE MOWED OVER WITHOUT GETTING TANGLED IN THE MOWER.
12. CONTRACTOR SHALL REMOVE ALL TRASH, DEBRIS, TREES & BRUSH AND OTHER MATERIAL CREATED AS A RESULT OF THE CONSTRUCTION WORK AND THE SITE SHALL BE RETURNED TO ITS ORIGINAL CONDITION.
13. ALL PERIMETER LANDSCAPED AREAS SHALL BE GRASS COVERED.
14. IN ORDER TO TERMINATE A MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) STATE OPERATING PERMIT, THE CONTRACTOR SHALL SUBMIT A REQUEST FOR TERMINATION OF OPERATING PERMIT FORM TO MDNR. A PERMIT IS ELIGIBLE FOR TERMINATION WHEN EITHER PERENNIAL VEGETATION, PAVEMENT, BUILDINGS, OR STRUCTURES USING PERMANENT MATERIALS COVER ALL AREAS THAT HAVE BEEN DISTURBED. VEGETATIVE COVER SHOULD BE AT LEAST 70% OF FULLY ESTABLISHED PLANT DENSITY OVER 100% OF THE DISTURBED AREA. A COPY OF THE REQUEST FOR TERMINATION OF OPERATING PERMIT FORM SHALL BE SUBMITTED TO THE CITY OF COLUMBIA AT WHICH TIME THE CITY WILL REMOVE THE PROJECT FROM ITS INSPECTION SCHEDULE.
15. THE SITE CONTRACTOR SHALL INCLUDE MAINTENANCE OF ALL BMP'S AS PART OF THEIR CONTRACT AND SHALL BE RESPONSIBLE FOR THE PROJECT UNTIL THE NPDES PERMIT IS TERMINATED.

HAZARDOUS SUBSTANCE NOTE

1. SUBSTANCES REGULATED BY FEDERAL LAW UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OR THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) WHICH ARE TRANSPORTED, STORED OR USED FOR MAINTENANCE, CLEANING OR REPAIRS SHALL BE MANAGED ACCORDING TO THE PROVISIONS OF RCRA AND CERCLA.
2. ALL PAINTS, SOLVENTS, PETROLEUM PRODUCTS AND PETROLEUM WASTE PRODUCTS (EXCEPT FUELS) AND STORAGE CONTAINERS (SUCH AS DRUMS, CANS OR CARTONS) SHALL BE STORED SUCH THAT THESE MATERIALS ARE NOT EXPOSED TO STORM WATER. SUFFICIENT PRACTICES OF SPILL PREVENTION, CONTROL AND/OR MANAGEMENT SHALL BE PROVIDED TO PREVENT ANY SPILLS OF THESE POLLUTANTS FROM ENTERING A WATER OF THE STATE. ANY CONTAINMENT SYSTEM USED TO IMPLEMENT THIS REQUIREMENT SHALL BE CONSTRUCTED OF MATERIALS COMPATIBLE WITH THE SUBSTANCES CONTAINED AND SHALL ALSO PREVENT THE CONTAMINATION OF GROUNDWATER.
3. THE APPLICANT SHALL NOTIFY BY TELEPHONE AND IN WRITING THE DEPARTMENT OF NATURAL RESOURCES, WATER POLLUTION CONTROL PROGRAM, POST OFFICE BOX 176, JEFFERSON CITY, MO 65102, 1-800-361-4827, OF ANY OIL SPILLS OR IF HAZARDOUS SUBSTANCES ARE FOUND DURING THE PROSECUTION OF WORK UNDER THIS PERMIT.

RETAINING WALL NOTES

1. ALL RETAINING WALLS SHALL BE SEGMENTAL BLOCK DESIGNED BY OTHERS. DESIGN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL REQUIRED WALL PLAN APPROVALS/PERMITS FROM GOVERNING AUTHORITIES SHALL BE OBTAINED BY THE CONTRACTOR.
3. WALL PLANS SHALL BE APPROVED BY THE OWNER/ARCHITECT PRIOR TO SUBMITTING TO ANY REGULATING AUTHORITIES OR STARTING WALL CONSTRUCTION.
4. WALLS LESS THAN 4 FEET IN HEIGHT (MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL) DO NOT REQUIRE PLAN AND CALCULATION APPROVAL.
5. WALLS MORE THAN 4 FEET IN HEIGHT REQUIRE DETAILED PLAN AND CALCULATION APPROVAL BY THE ENGINEER.
6. PRIOR TO STARTING WALL CONSTRUCTION, CONTRACTOR SHALL ARRANGE FOR WALL CONSTRUCTION INSPECTION AS REQUIRED IN THE NOTE BELOW.



Engineering Surveys
& Services

DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

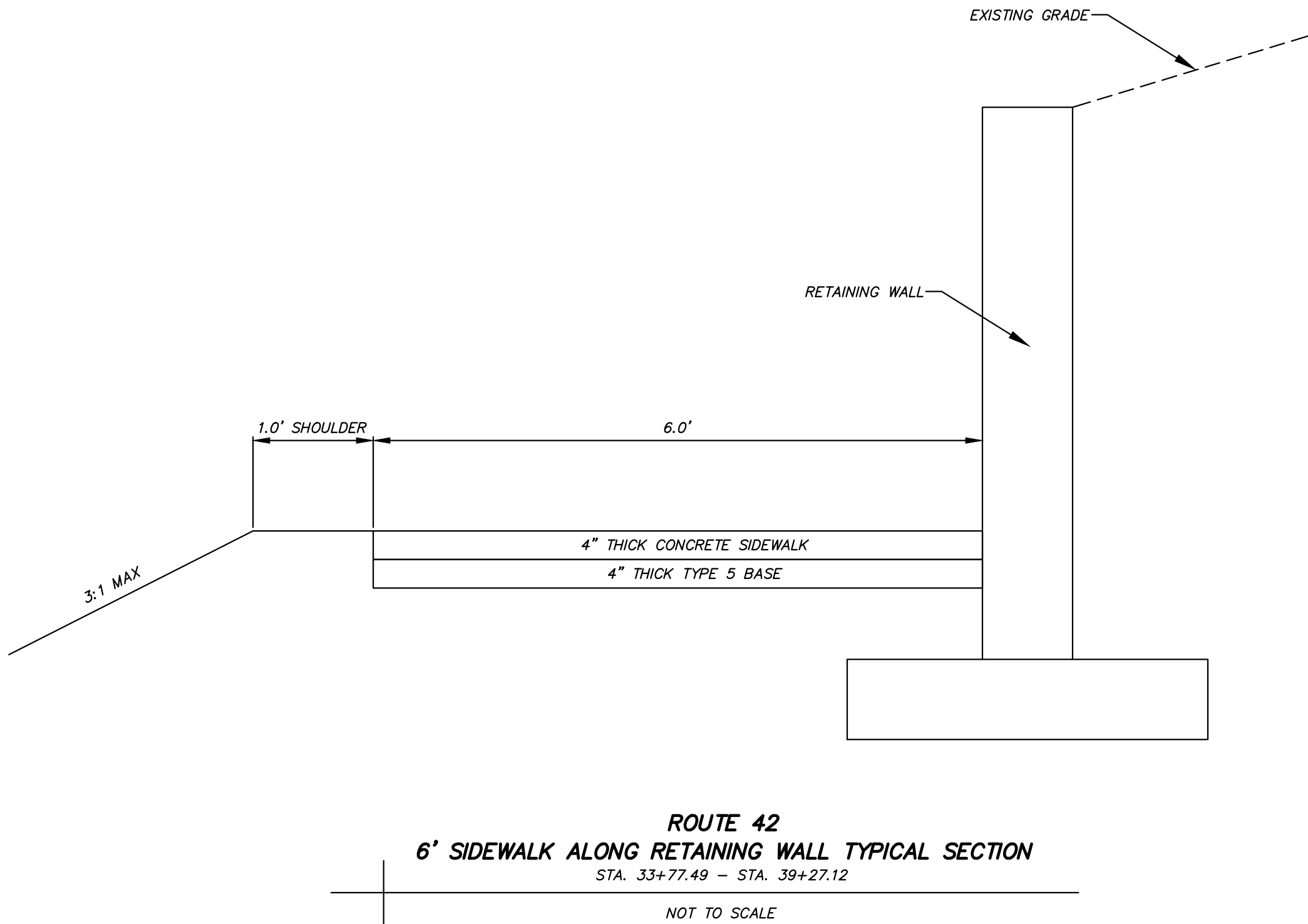
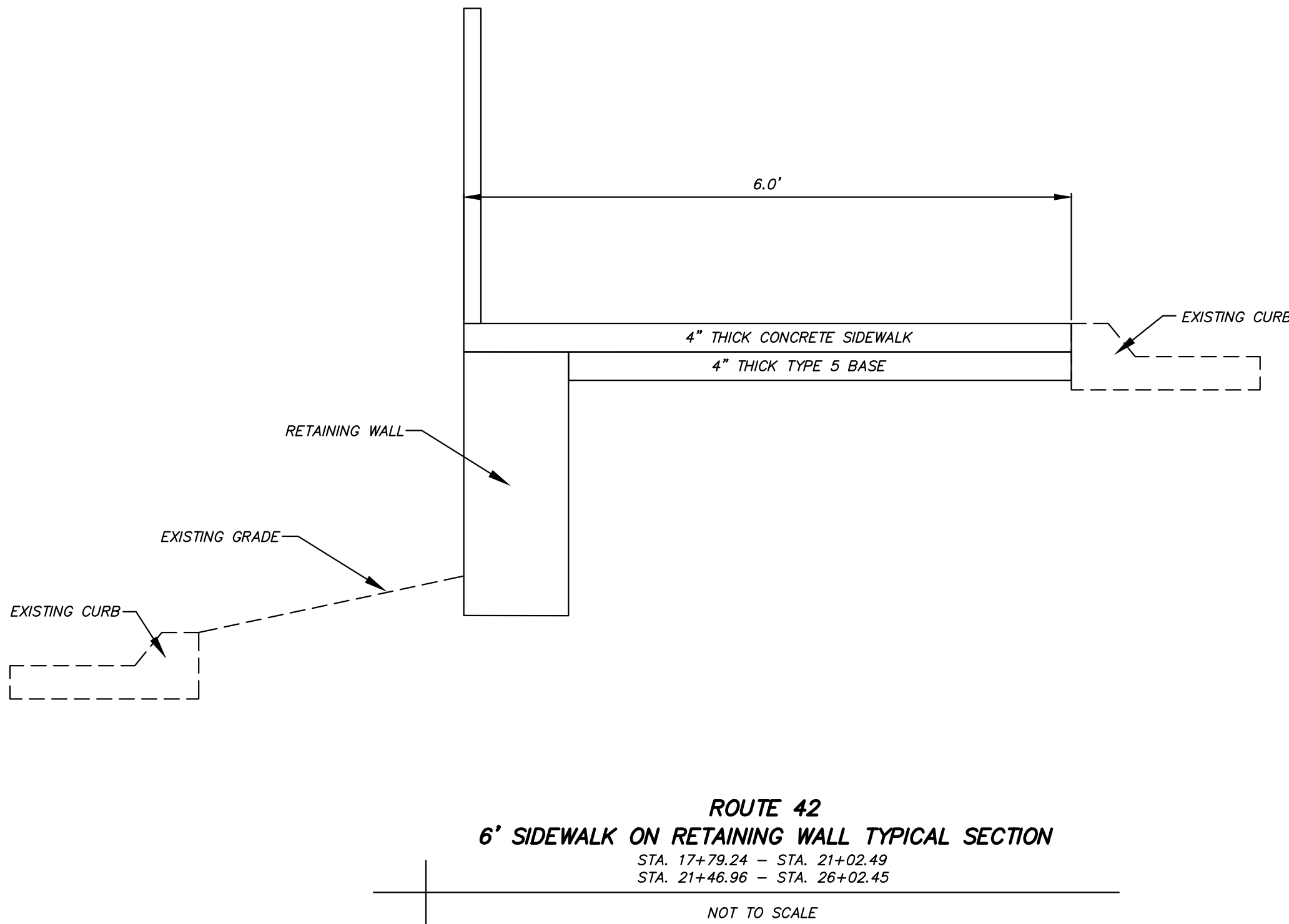
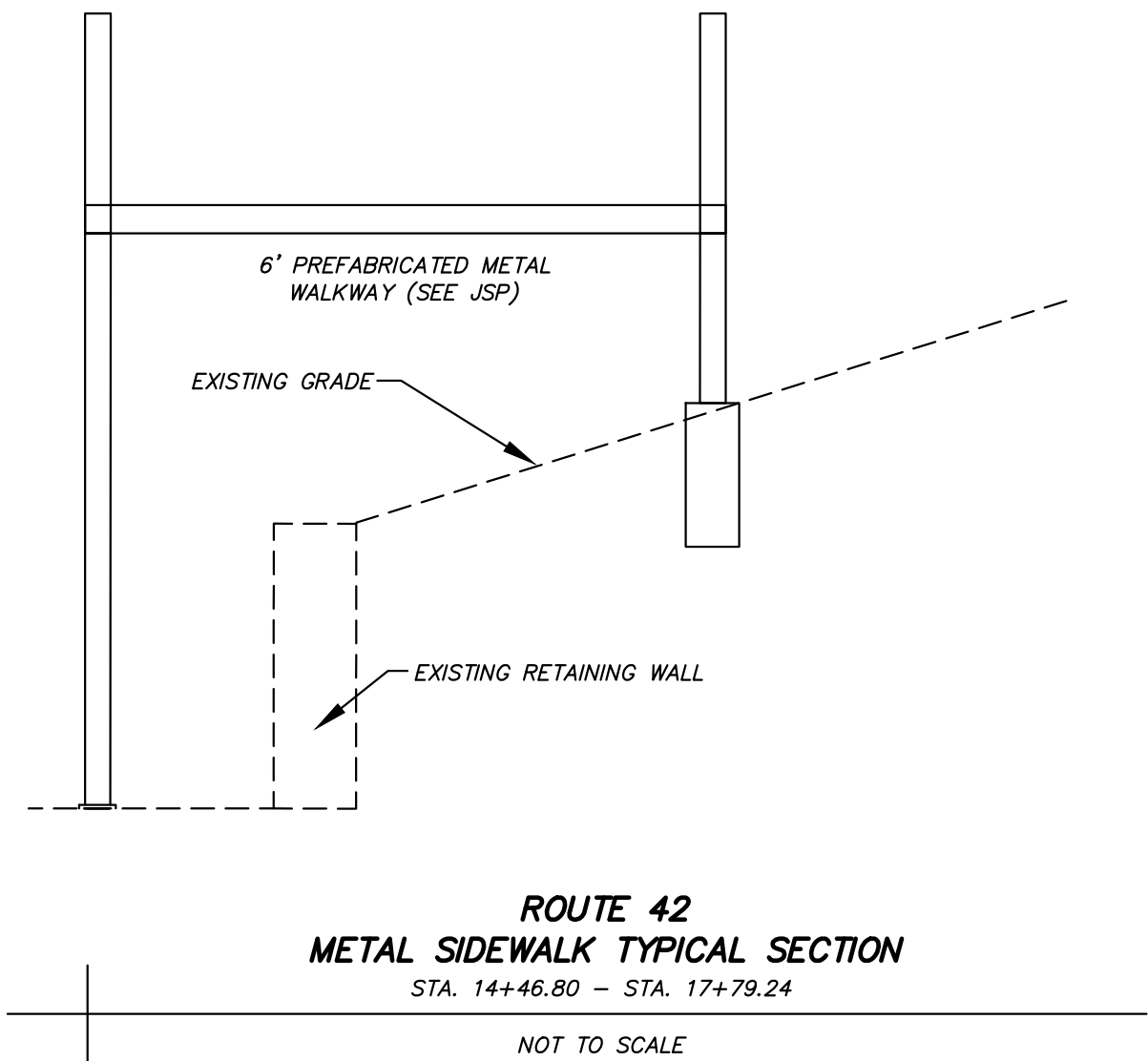
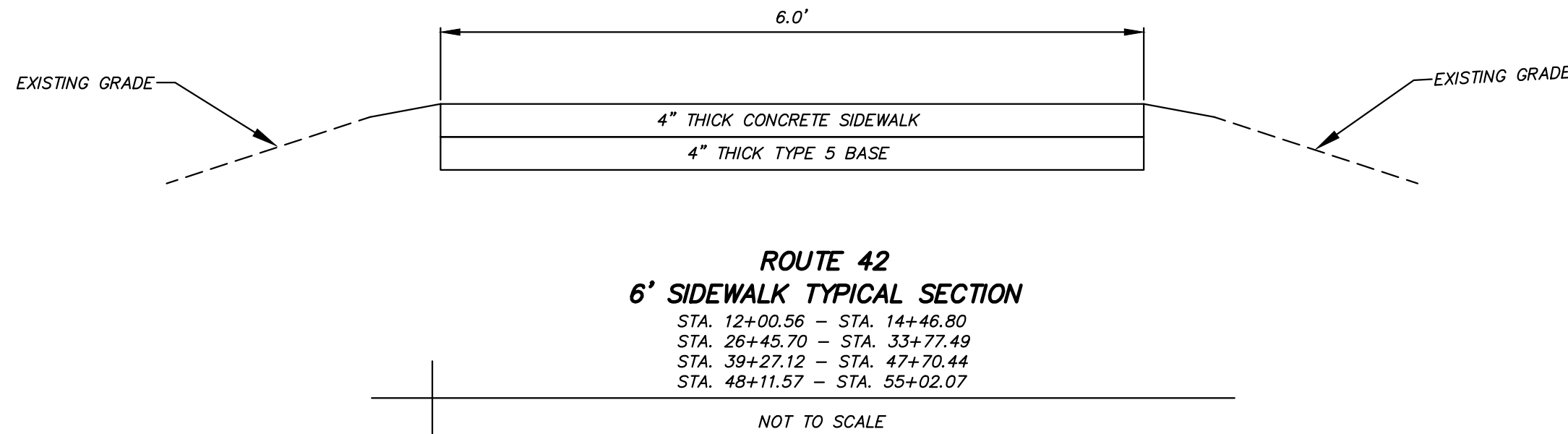
GENERAL NOTES

Sheet
C0.02

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL - PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/3/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646
802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303
1775 West Main Street, Sedalia, MO 65301
660-926-8515
www.es-s-inc.com
MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242
IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

TYPICAL SECTIONS

Sheet
C0.03

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

Date
SEPTEMBER 3, 2024

Revised

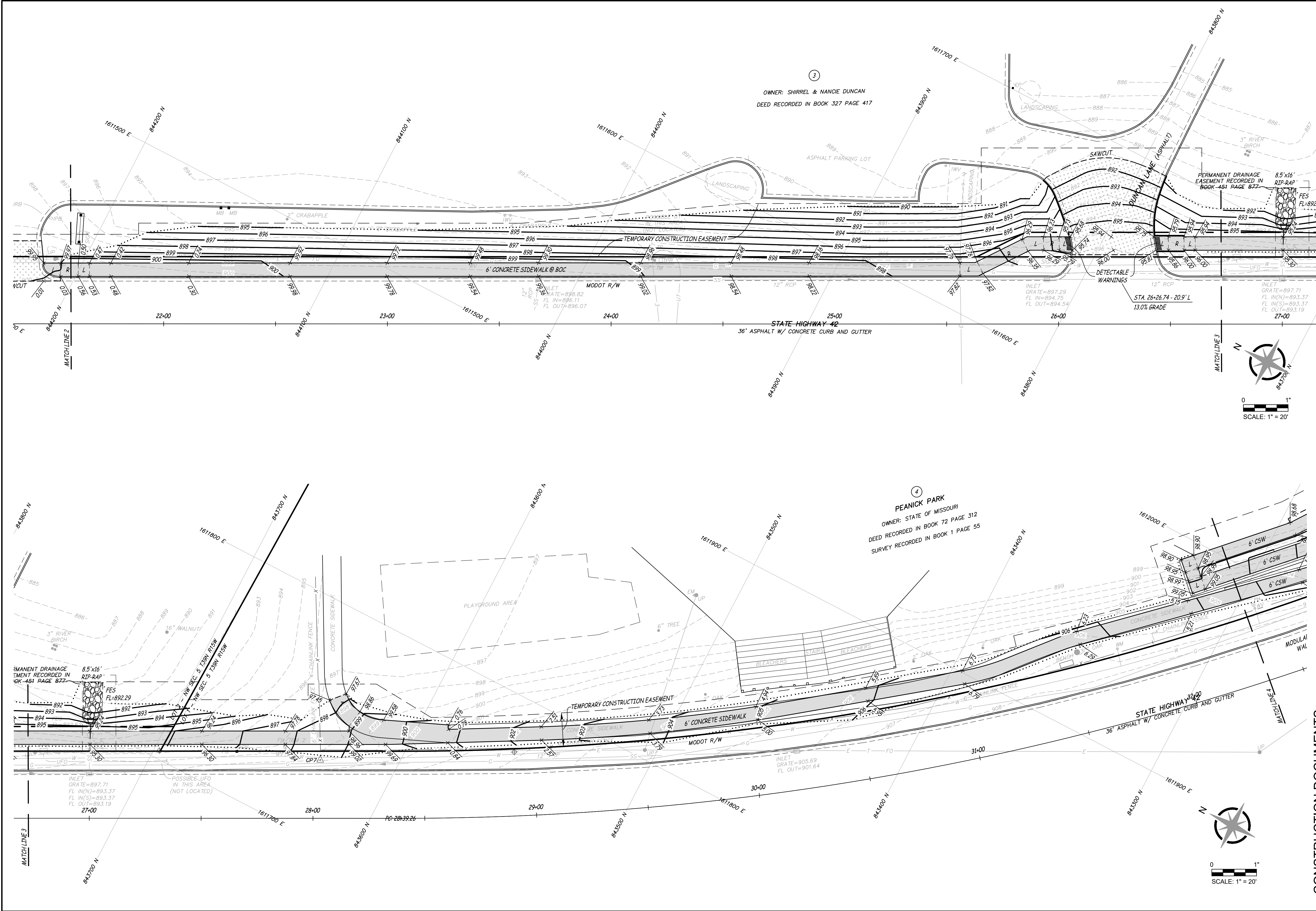
Design: BW Drawn: MJS

PLAN

Sheet

C1.02

ES&S PROJECT NO. 16023



\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RT&L\ENGINEERING\16023 SITE PLANNING 9/3/2024

CONSTRUCTION DOCUMENTS

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

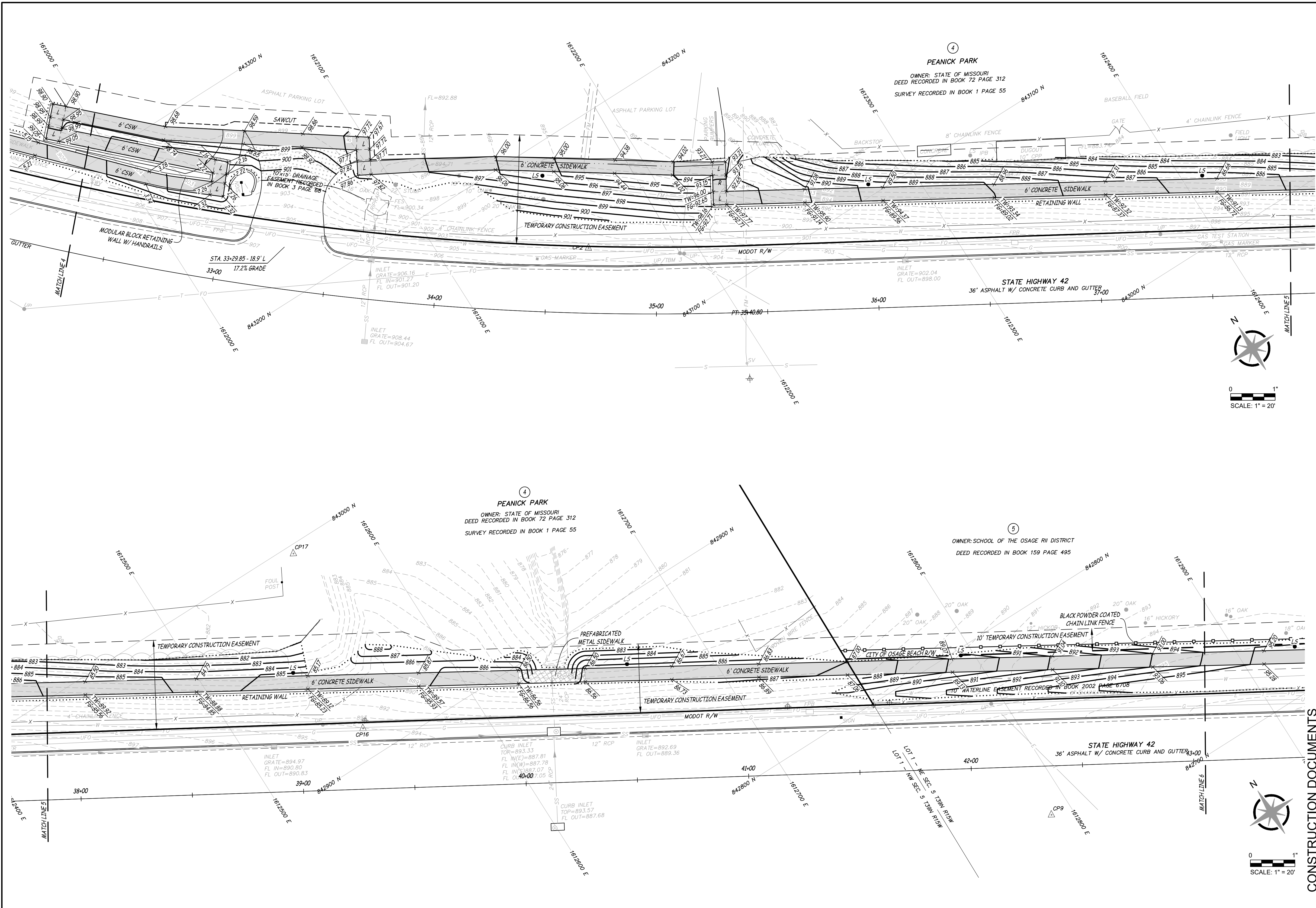
Design: BW Drawn: MJS

PLAN

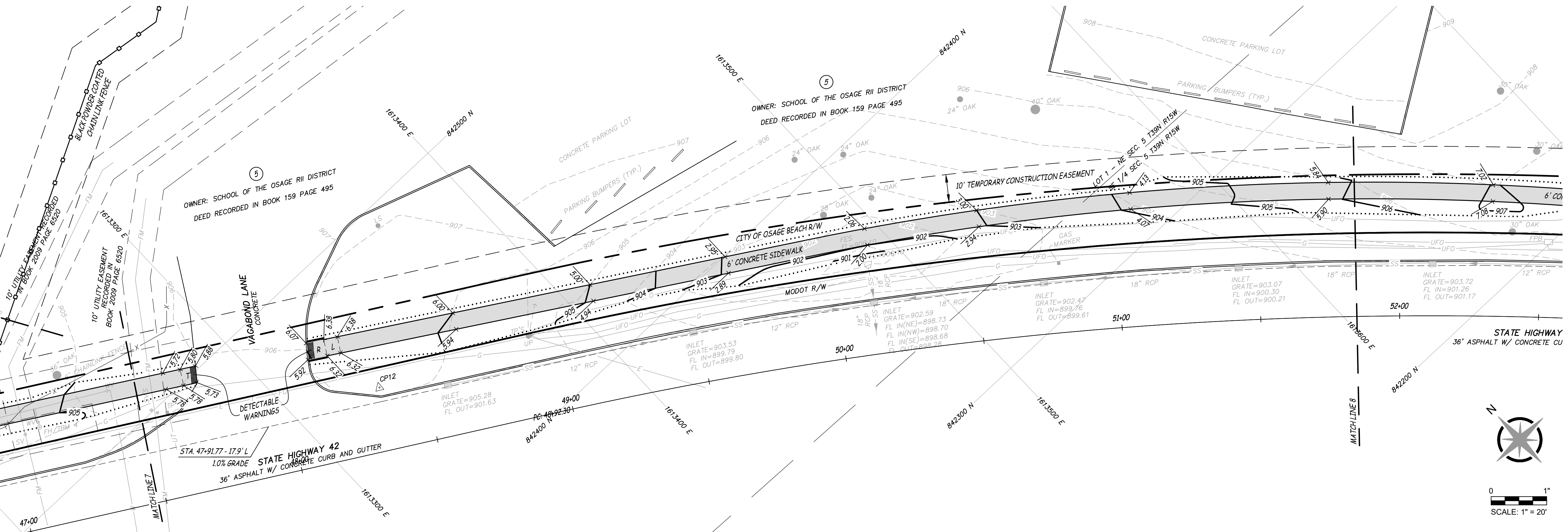
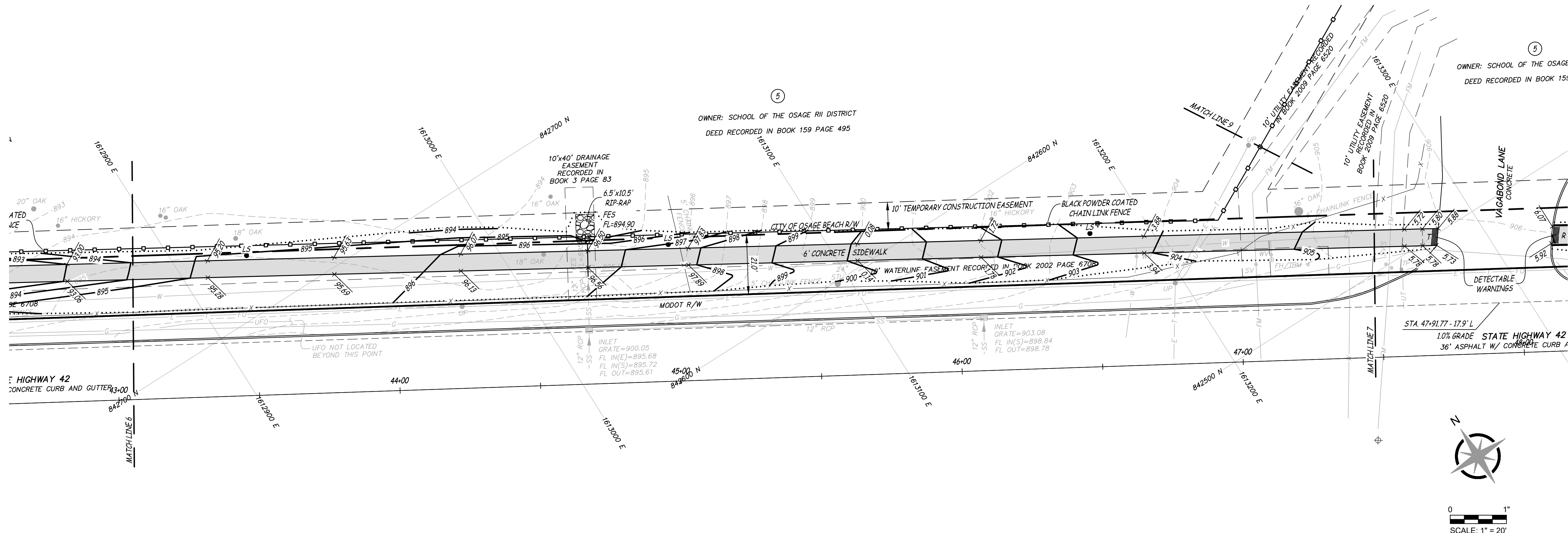
Sheet

C1.03

ES&S PROJECT NO. 16023



\\192.168.0.91\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RT42-ENGINEERING\16023E SITE PLANNING 9/23/2024



ES&S

Engineering Surveys
& Services

DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201

573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101

573-636-3303

1775 West Main Street, Sedalia, MO 65301

660-926-6616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH

ADA SIDEWALK

IMPROVEMENT

HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

PLAN

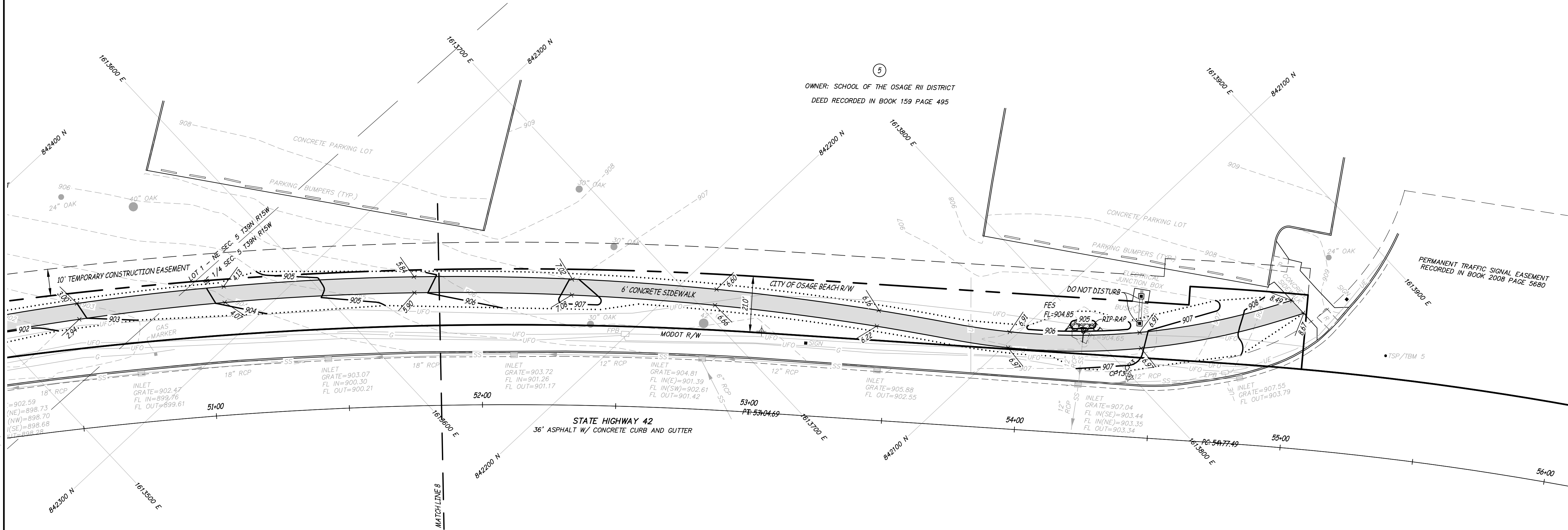
Sheet

C1.04

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/23/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

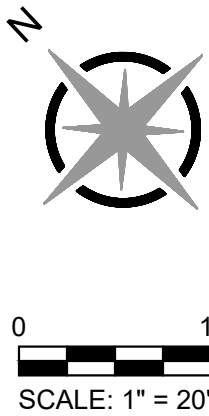
1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8515

www.ess-inc.com

MO Engineering Corp. # 2004005018



CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised
Design: BW Drawn: MJS

PLAN

Sheet
C1.05

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RT42-ENGINEERING\CAD\16023 SITE PLANNING 9/23/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6616

www.es-s-inc.com

MO Engineering Corp. # 2004005018



SCALE: 1" = 20'

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

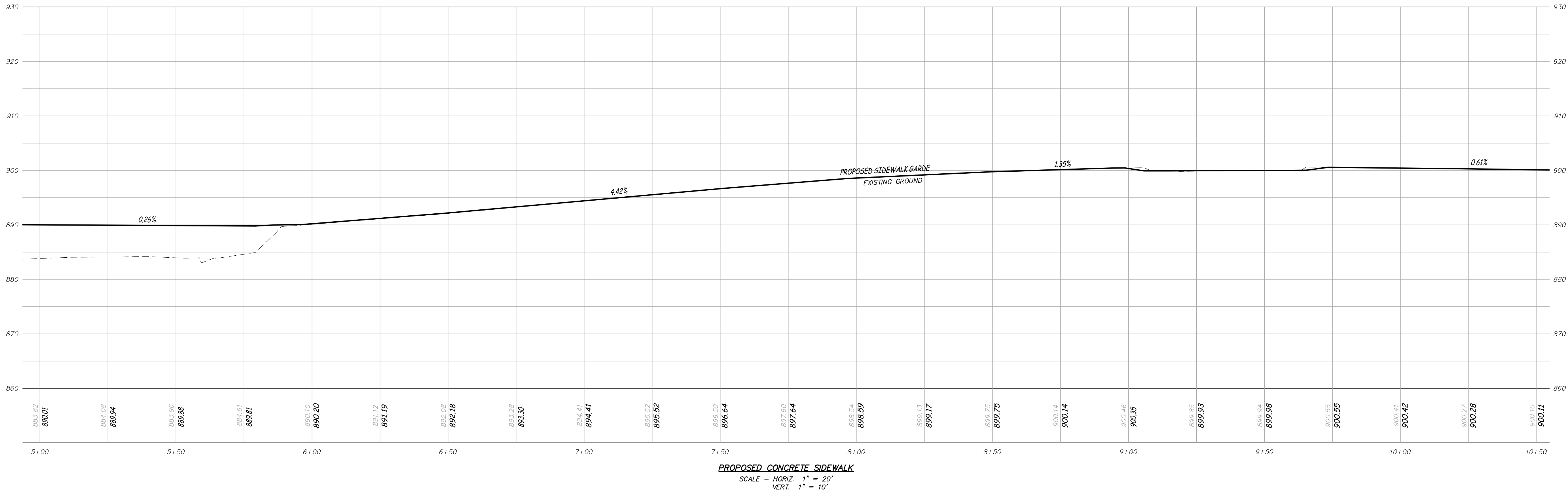
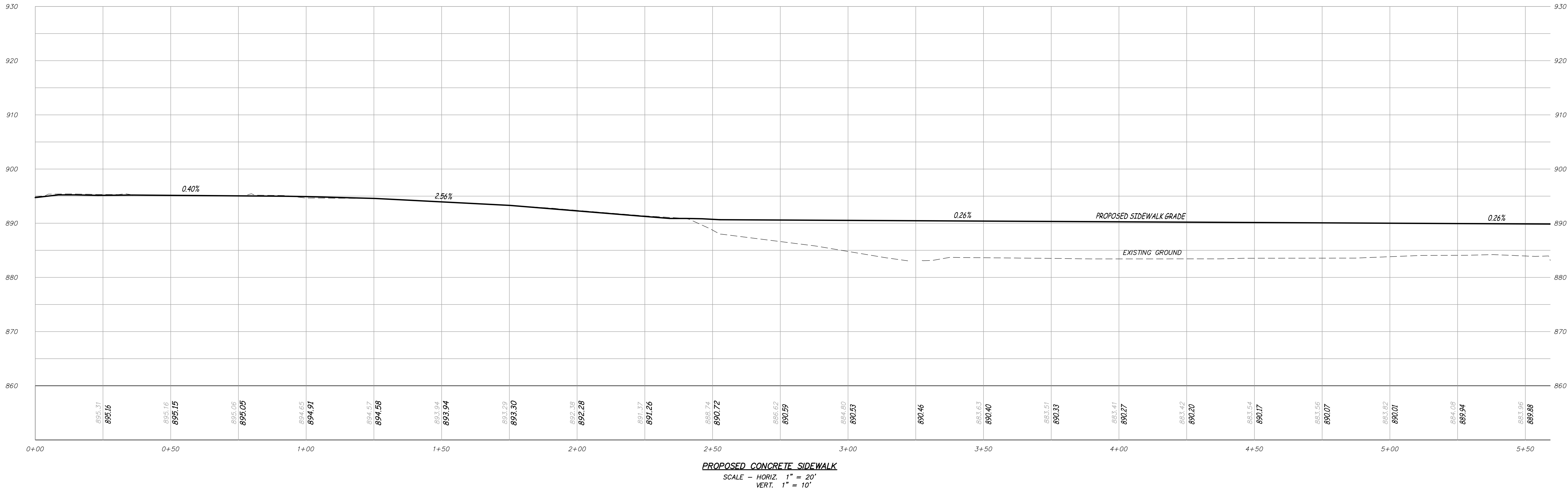
PLAN

Sheet
C1.06

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RTE42-ENGINEERING\CAO\16023 SITE PLAN.DWG 9/3/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

Date
SEPTEMBER 3, 2024

Revised

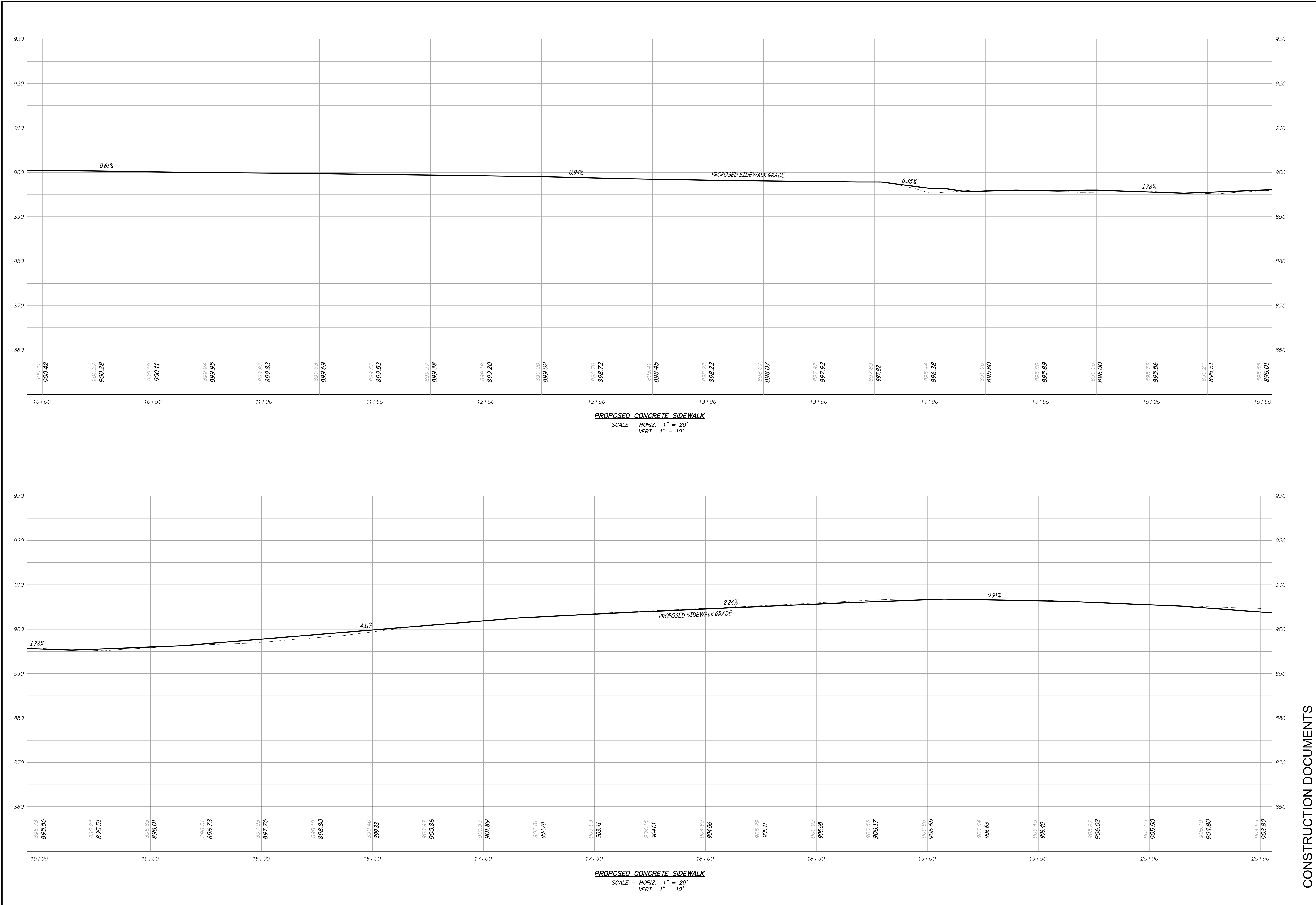
Design: BW Drawn: MJS

SIDEWALK PROFILE
Sheet
C2.01

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RTE42-ENGINEERING\CAO\16023 SITE PLANNING 9/3/2024



Engineering Surveys & Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

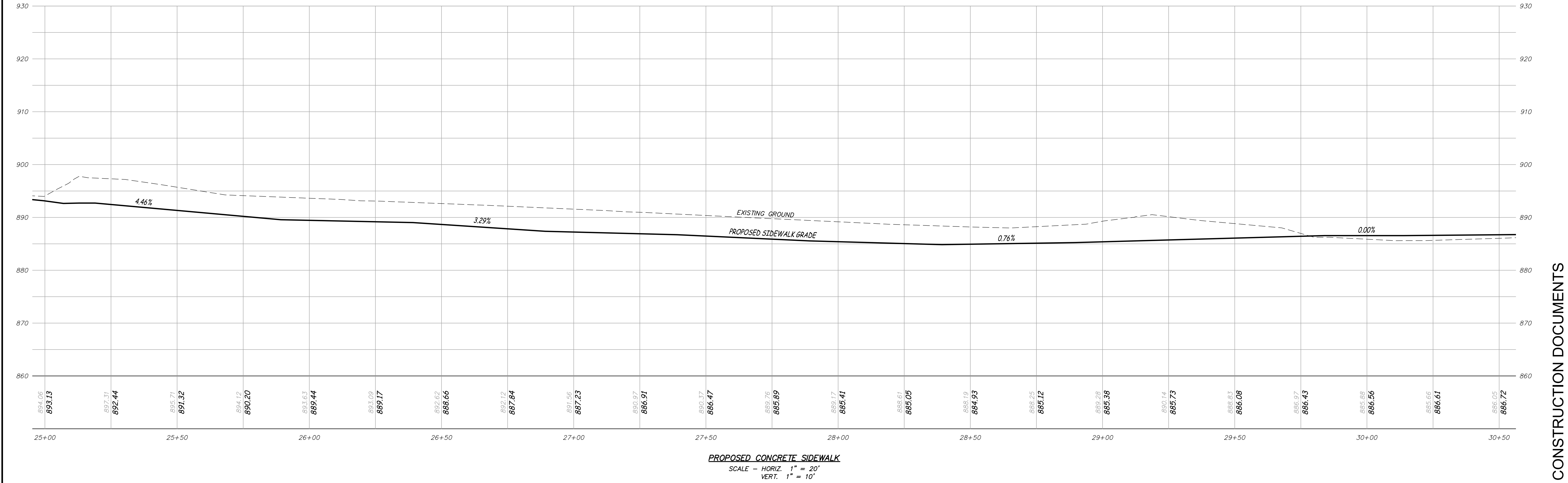
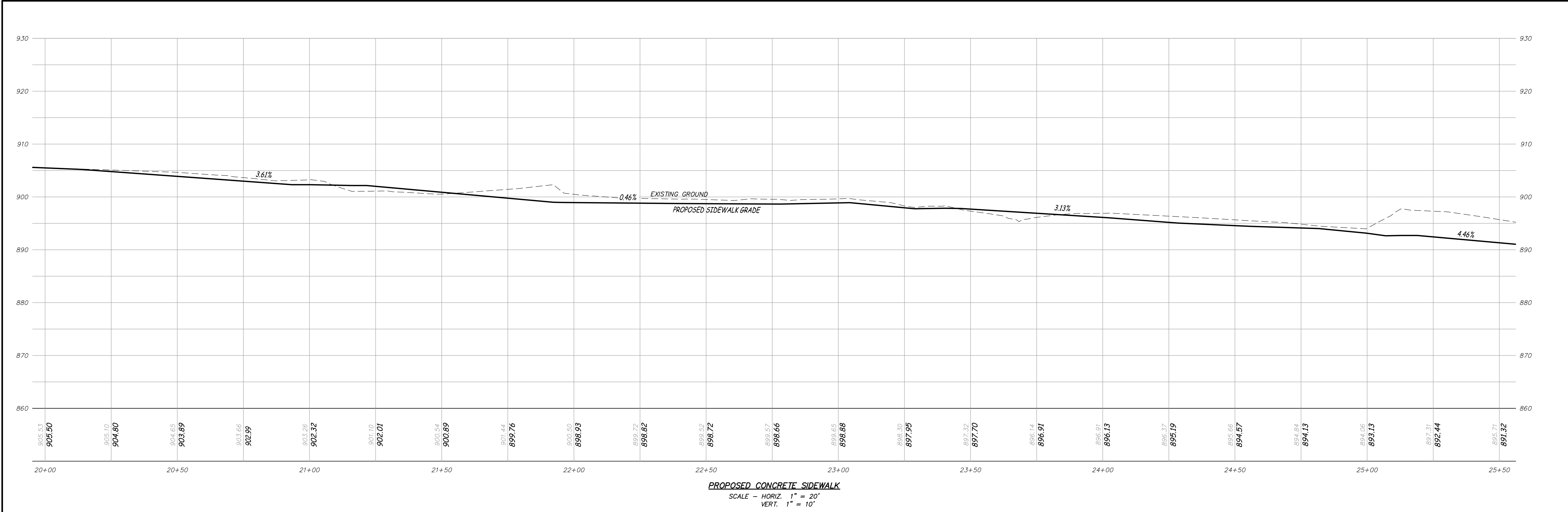
Design: BW Drawn: MJS

SIDEWALK PROFILE

Sheet
C2.02

ES&S PROJECT NO. 16023

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RTE42-ENGINEERING\AD\16023 SITE PLAN.DWG 9/3/2024



Engineering Surveys & Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6515

www.ess-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

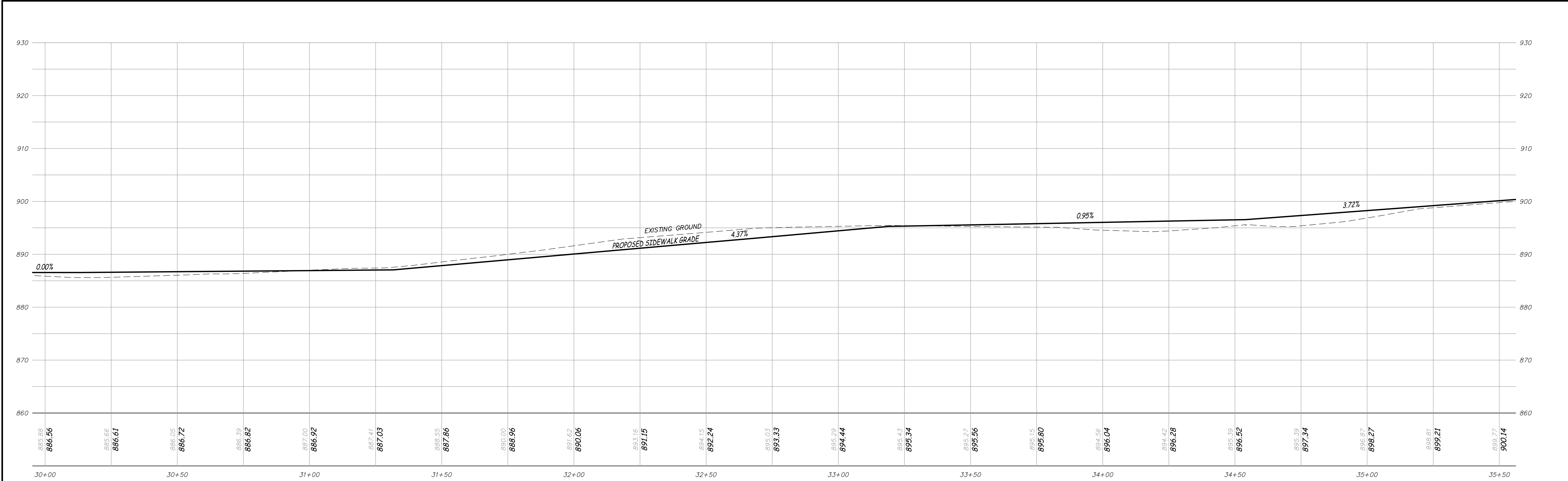
Design: BW Drawn: MJS

SIDEWALK PROFILE

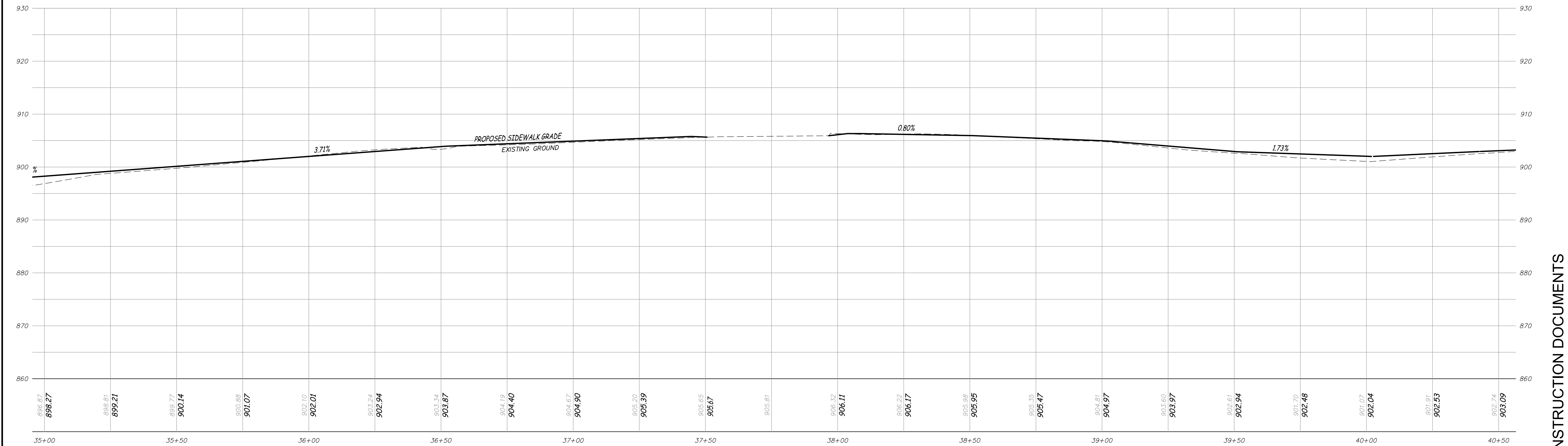
Sheet
C2.03

ES&S PROJECT NO. 16023

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RTE42-ENGINEERING\16023E SITE PLANNING 9/3/2024



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

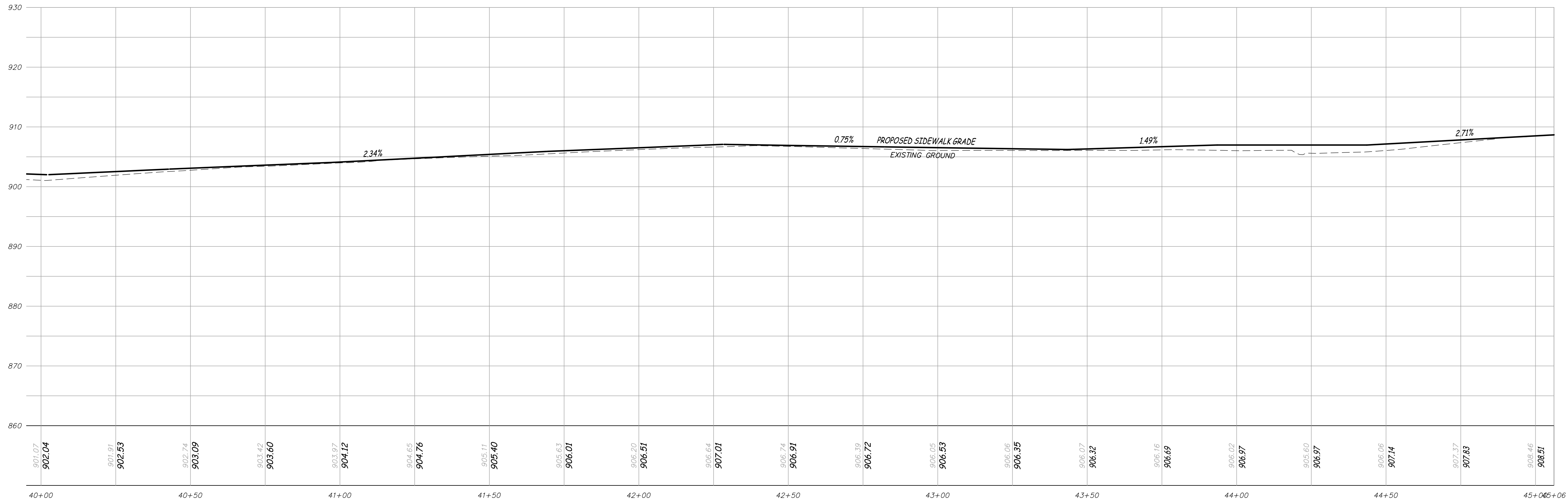
SIDEWALK PROFILE

Sheet
C2.04

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE_BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/3/2024



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-826-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

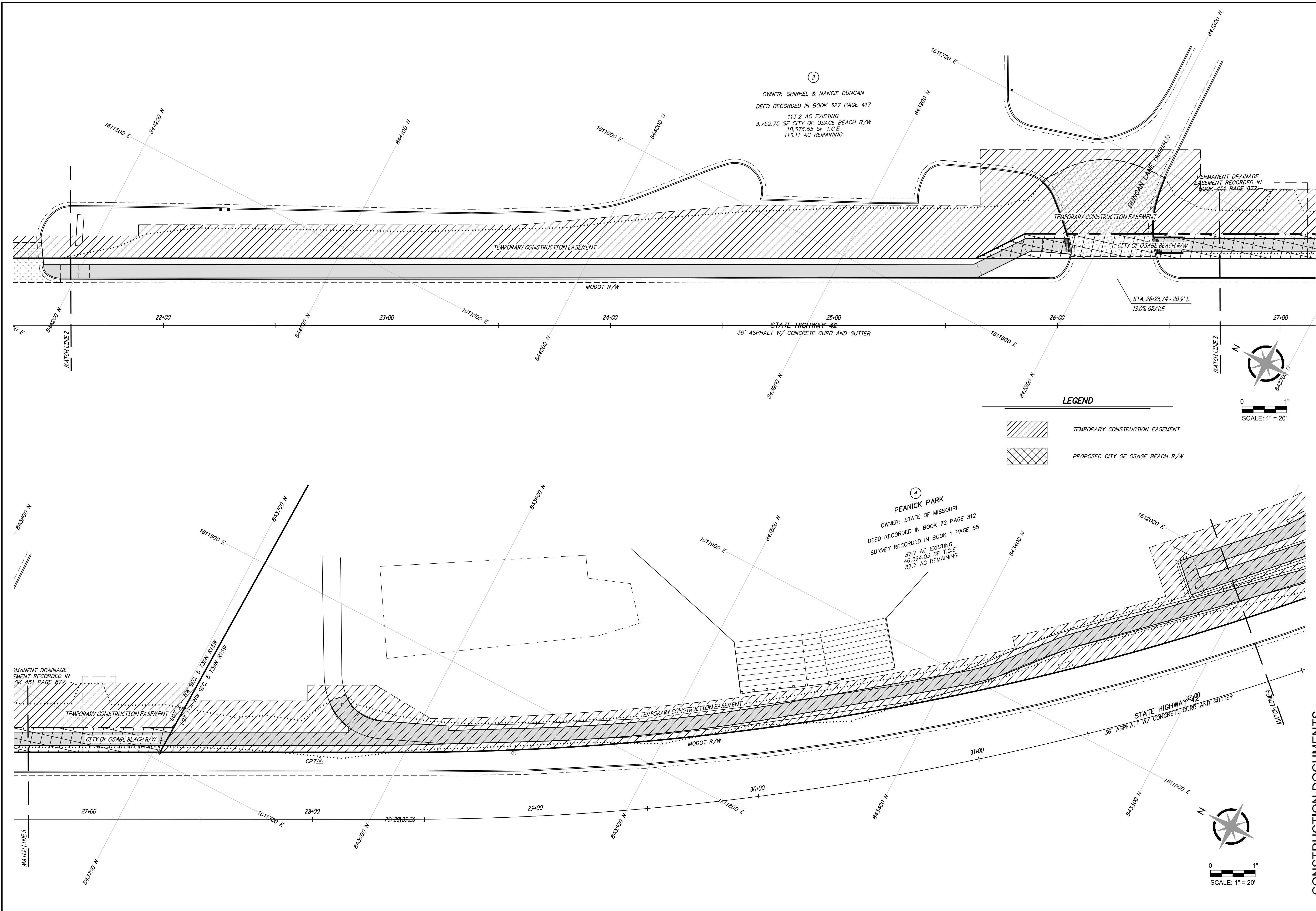
SIDEWALK PROFILE

Sheet
C2.05

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/23/2024



CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

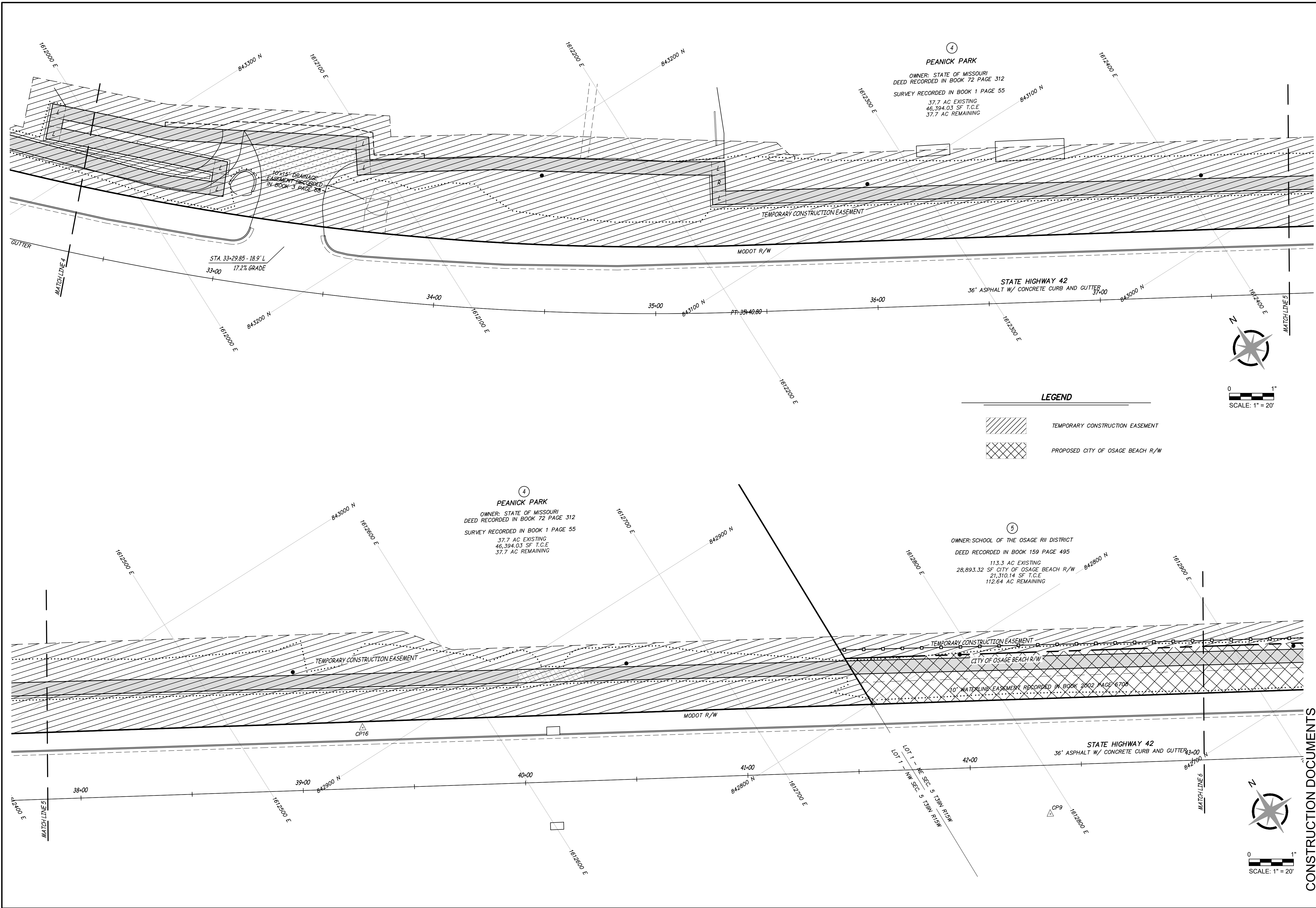
RIGHT-OF-WAY PLAN

Sheet
C3.02

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-CITY OF OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/23/2024



Engineering Surveys & Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-6616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

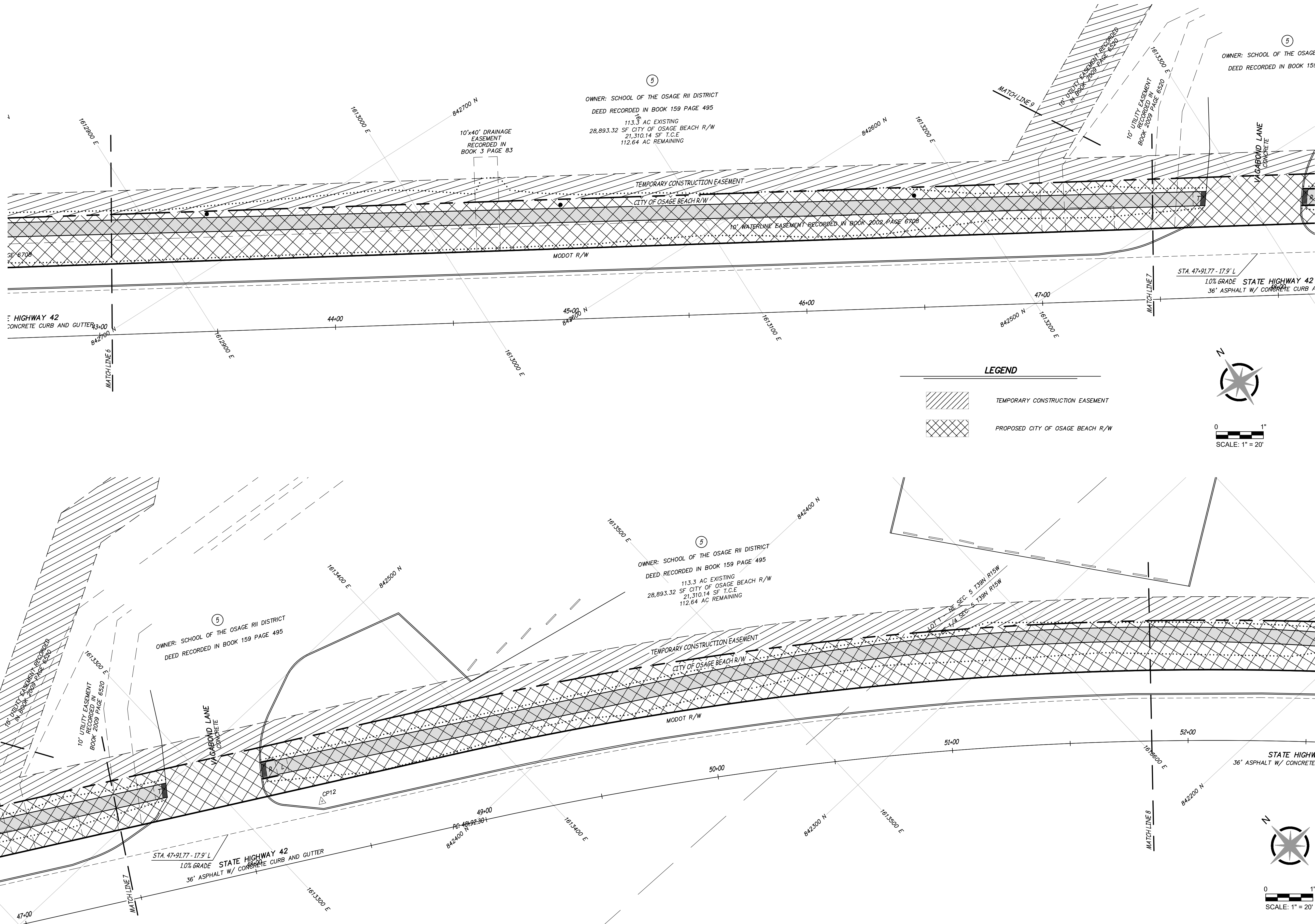
Design: BW Drawn: MJS

RIGHT-OF-WAY PLAN

Sheet
C3.03

ES&S PROJECT NO. 16023

\\192.168.0.91\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RTTEL\ENGINEERING\16023 SITE PLANNING 9/23/2024



LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PROPOSED CITY OF OSAGE BEACH R/W

SCALE: 1" = 20'

ES&S

Engineering Surveys
& Services

DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-6616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

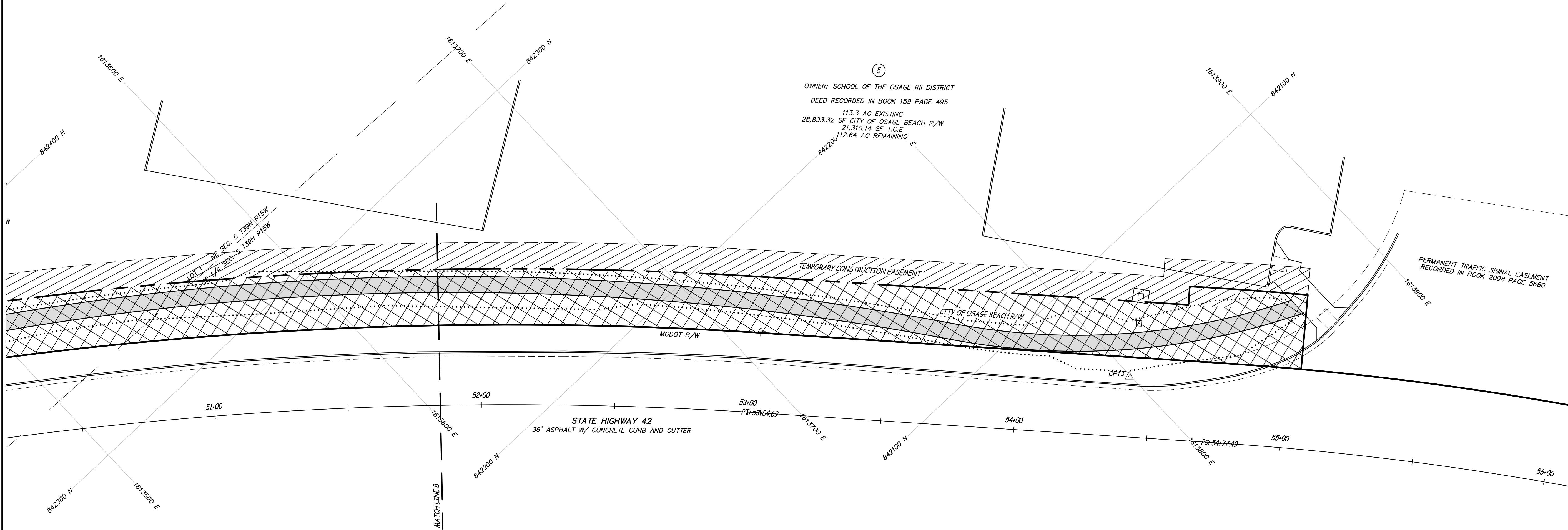
RIGHT-OF-WAY PLAN

Sheet
C3.04

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RTE42-ENGINEERING\16023 SITE PLANNING 9/23/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

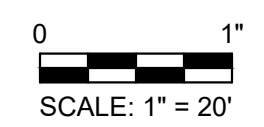
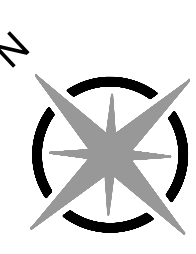
1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018



CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

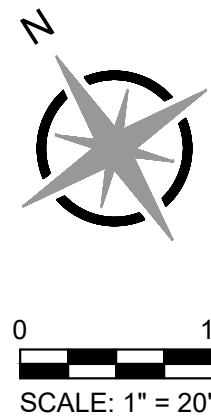
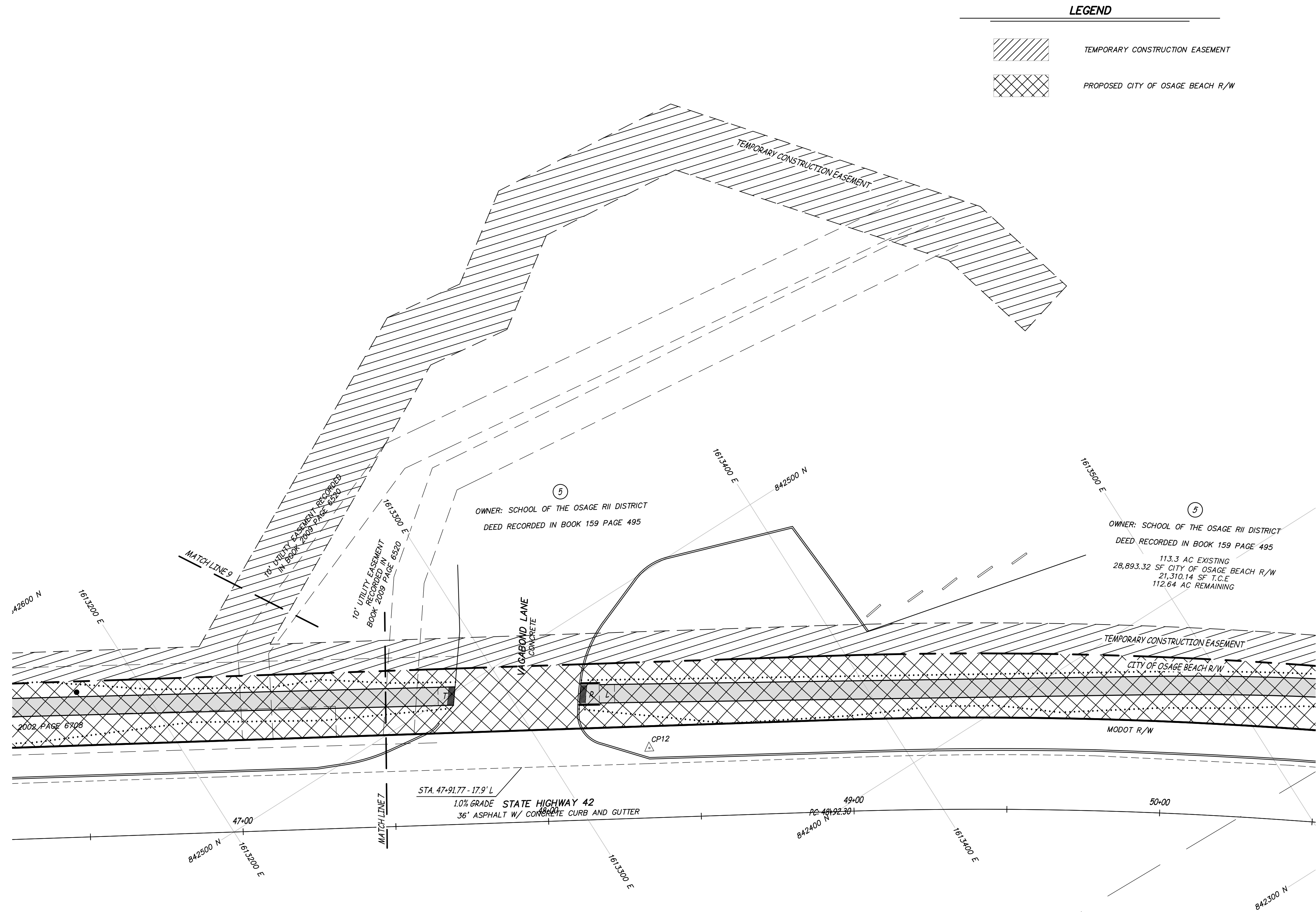
RIGHT-OF-WAY PLAN

Sheet
C3.05

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023E-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/3/2024





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

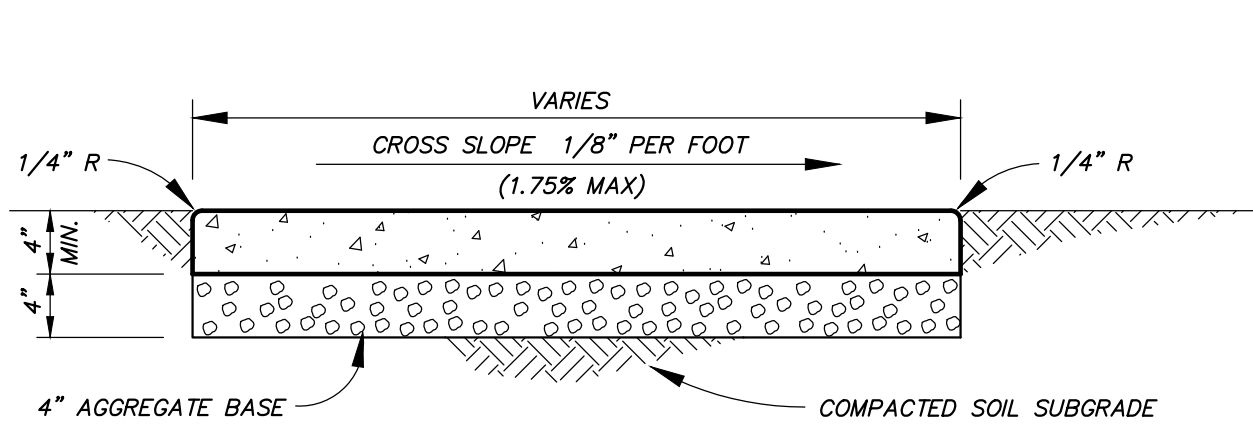
RIGHT-OF-WAY PLAN

Sheet
C3.06

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

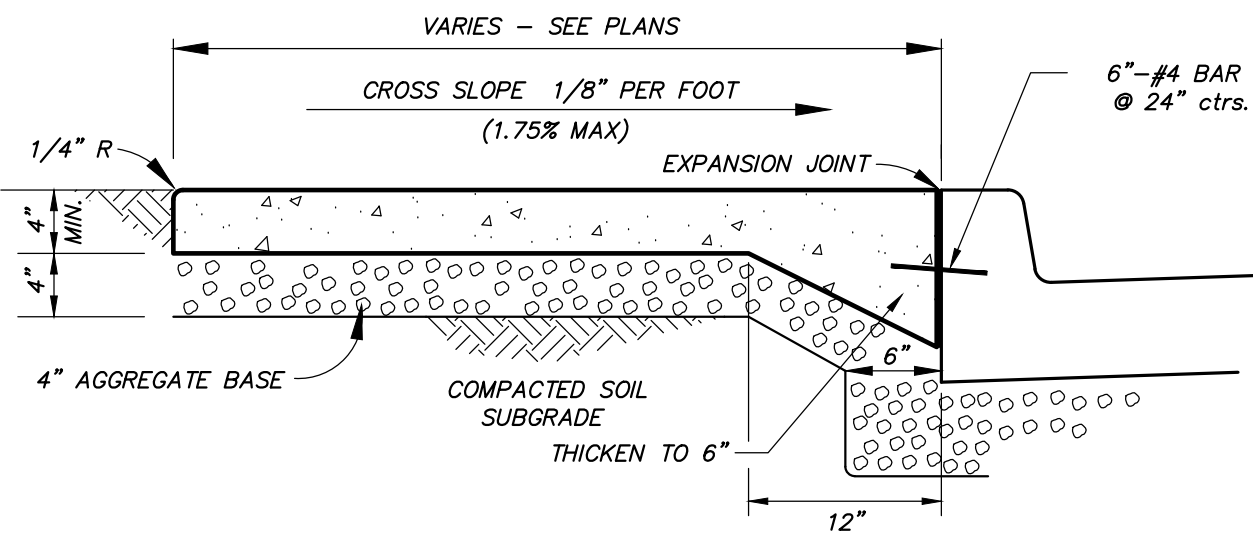
\\192.168.0.99\PROJECTS\GENERAL PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLANNING 9/3/2024



- NOTES:
1. SIDEWALK SHALL BE 5-8% AIR-ENTRAINED, 6 BAG MIX, 4,000 PSI PORTLAND CEMENT CONCRETE.
 2. INSTALL TRANSVERSE EXPANSION JOINTS TO MATCH STREET OR CURB AND GUTTER EXPANSION JOINTS AND AT ALL DRIVEWAY APPROACHES, FIXED STRUCTURES, BUILDINGS, AND SIDEWALK RAMPS. SPACING SHALL NOT EXCEED 100'.
 3. FOR SIDEWALKS UP TO 6 FT. WIDE, INSTALL TRANSVERSE SAW-CUT JOINTS AT SPACING EQUAL TO SIDEWALK WIDTH.
 4. FOR SIDEWALKS WIDER THAN 6 FT., INSTALL LONGITUDINAL SAW JOINT AT CENTERLINE OR AT A SPACING NOT TO EXCEED 5 FT. TRANSVERSE SAW-CUT JOINT SPACING EQUAL TO HALF SIDEWALK WIDTH.
 5. IF SIDEWALK IS REINFORCED, NO STEEL SHALL BE PLACED THROUGH AN EXPANSION JOINT.
 6. SEE SEPARATE DETAIL FOR ADDITIONAL CONCRETE JOINT REQUIREMENTS.

CONCRETE SIDEWALK

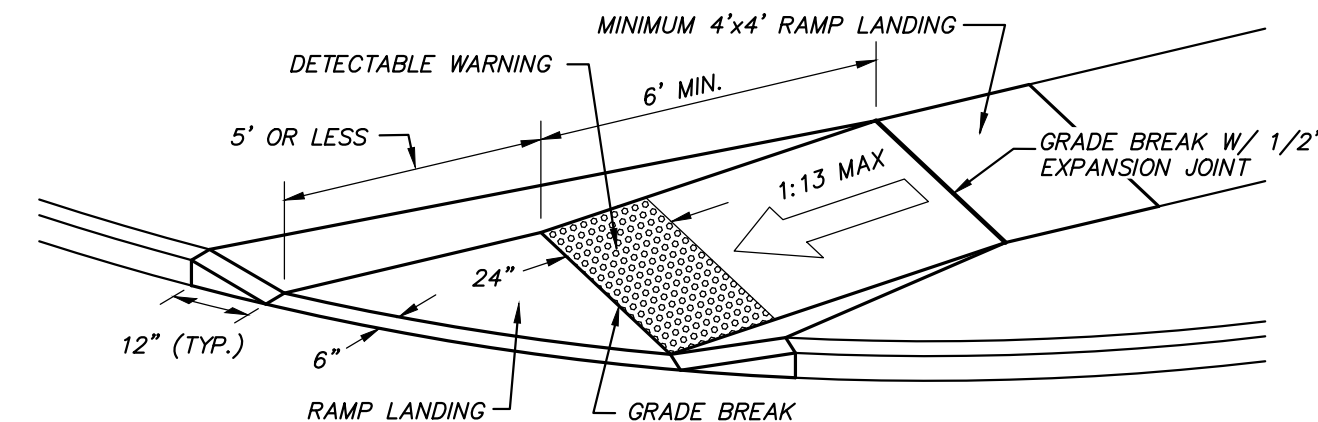
NOT TO SCALE



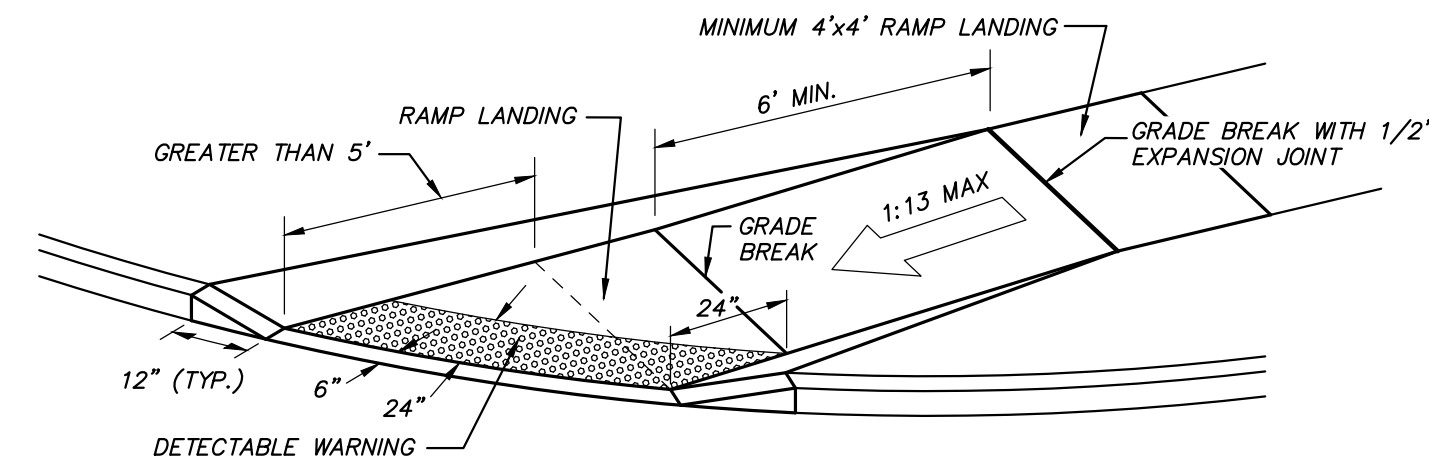
- NOTES:
1. SIDEWALK SHALL BE PORTLAND CEMENT CONCRETE.
 2. INSTALL TRANSVERSE EXPANSION JOINTS TO MATCH STREET OR CURB AND GUTTER EXPANSION JOINTS AND AT ALL DRIVEWAY APPROACHES, FIXED STRUCTURES, BUILDINGS, AND SIDEWALK RAMPS. SPACING SHALL NOT EXCEED 100'.
 3. FOR SIDEWALKS UP TO 6 FT. WIDE, INSTALL TRANSVERSE SAW-CUT JOINTS AT SPACING EQUAL TO SIDEWALK WIDTH.
 4. FOR SIDEWALKS WIDER THAN 6 FT., INSTALL LONGITUDINAL SAW JOINT AT CENTERLINE OR AT A SPACING NOT TO EXCEED 5 FT. TRANSVERSE SAW-CUT JOINT SPACING EQUAL TO HALF SIDEWALK WIDTH.
 5. IF SIDEWALK IS REINFORCED, NO STEEL SHALL BE PLACED THROUGH AN EXPANSION JOINT.
 6. SEE SEPARATE DETAIL FOR ADDITIONAL CONCRETE JOINT REQUIREMENTS.

CONCRETE SIDEWALK AT BACK OF CURB

NOT TO SCALE



CONDITION 1

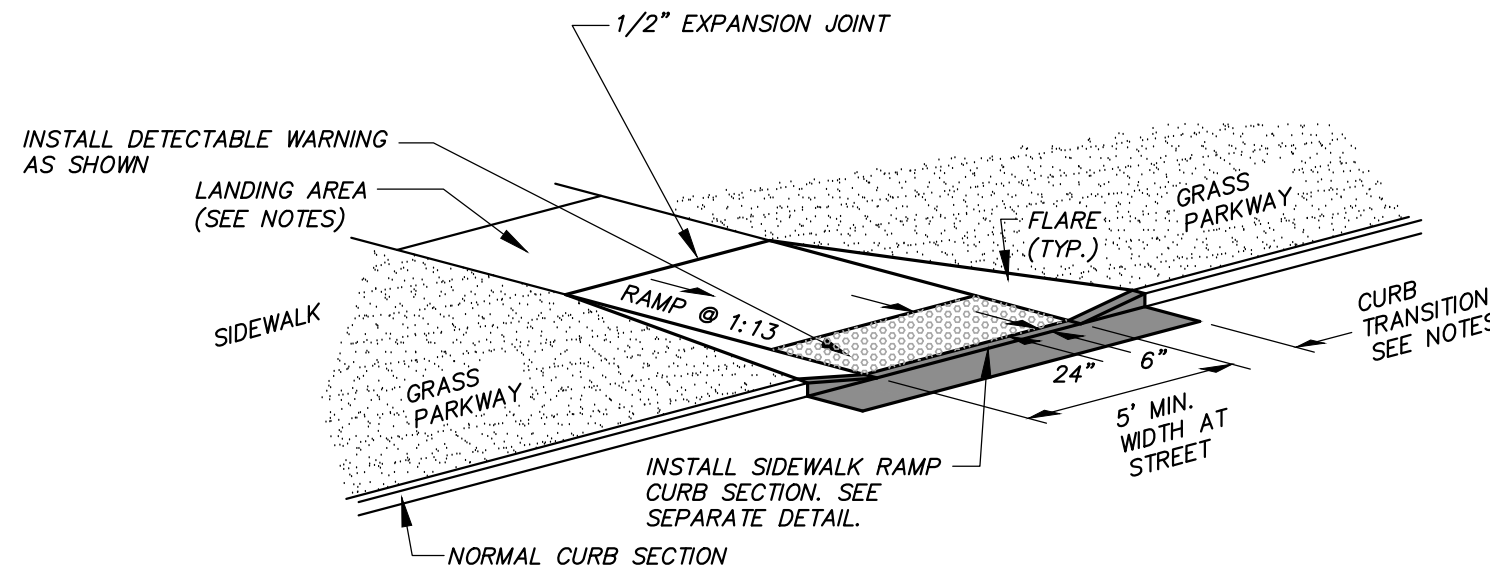


CONDITION 2

- NOTES:
1. RAMP SHALL BE 4" THICK PORTLAND CEMENT CONCRETE - SEE SPECS.
 2. EXPANSION JOINTS SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
 3. MAXIMUM RAMP CROSS SLOPE IS 1.7%.
 4. MAXIMUM RAMP LONGITUDINAL SLOPE IS 1:13. USE A FLATTER RAMP SLOPE WHEN POSSIBLE.
 5. RAMP LANDING SLOPE SHALL NOT EXCEED 1.7% IN ALL DIRECTIONS.
 6. SEE SEPARATE DETAIL FOR MORE INFORMATION ON DETECTABLE WARNINGS.

SKEW / RADIAL CURB RAMPS

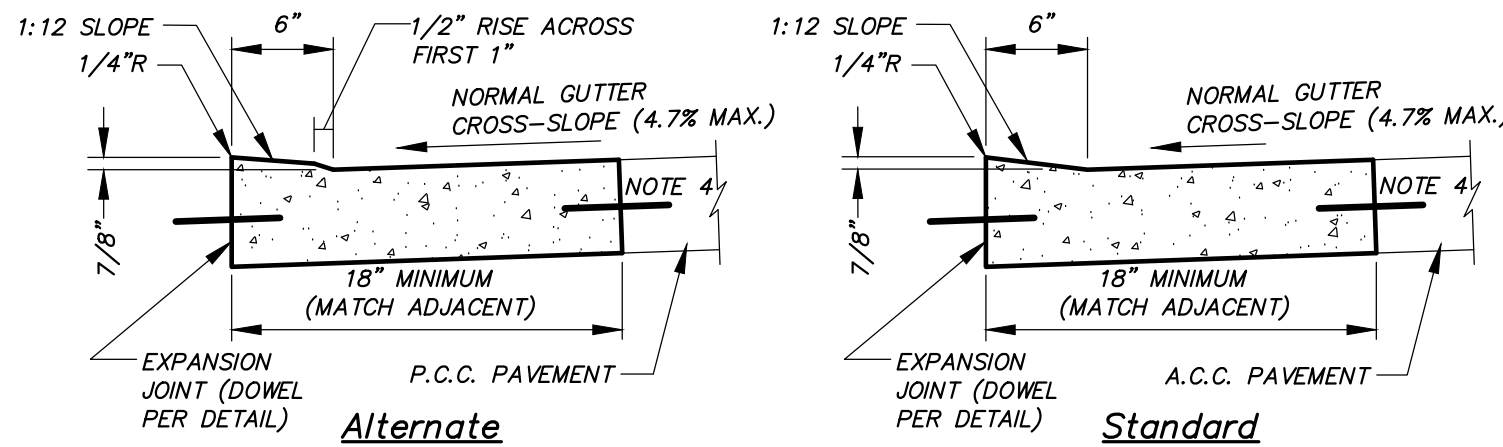
NOT TO SCALE



- NOTES:
1. RAMP SHALL BE 4" THICK P.C.C.
 2. EXPANSION JOINT SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
 3. ALL SLOPES ARE MEASURED FROM THE HORIZONTAL.
 4. REPLACE STANDARD CURB SECTION WITH SIDEWALK RAMP CURB SECTION - SEE SEPARATE DETAIL.
 5. RAMP LENGTH IS DEPENDENT ON 1:13 MAX SLOPE. USE FLATTER WHEN POSSIBLE.
 6. LANDING AREA SHALL BE 4'-0" MIN WIDTH, CROSS SLOPE OF LANDING SHALL NOT EXCEED 1.7%.
 7. FLARES ARE REQUIRED AT RAMPS TO KEEP GRASS PARKWAY SLOPES IN CONFORMANCE WITH THE TYPICAL CROSS SECTION.
 8. CURB TRANSITION LENGTH IS DEPENDENT ON FLARE SLOPE.
 9. MAXIMUM RAMP CROSS SLOPE IS 1.7% IN ALL DIRECTIONS.
 10. SEE SEPARATE DETAIL FOR MORE INFORMATION ON DETECTABLE WARNINGS.

PERPENDICULAR CURB RAMP

NOT TO SCALE

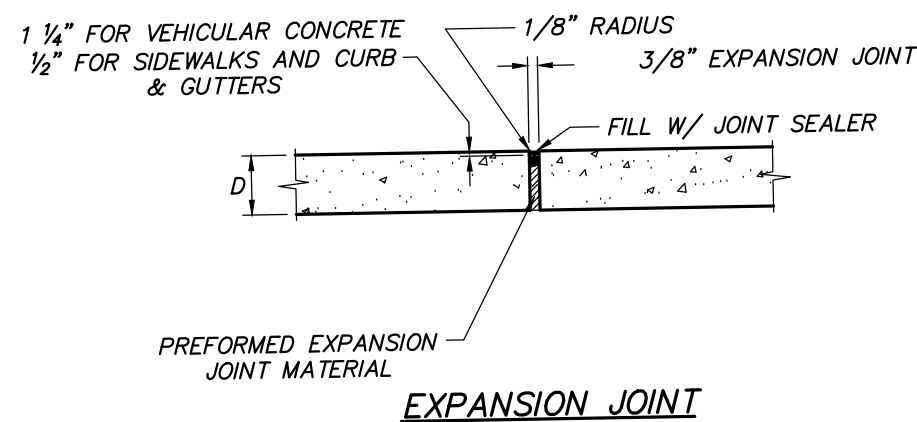


NOTES:

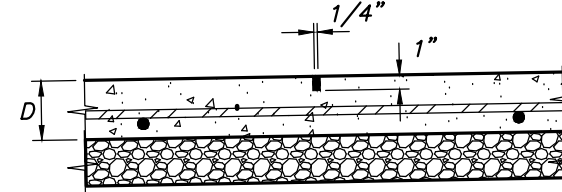
1. CONCRETE THICKNESS AND BASE SHALL MATCH ADJACENT CONCRETE PAVEMENT OR ADJACENT CURB AND GUTTER.
2. EXPANSION JOINTS AND CONTRACTION JOINTS SHALL BE PLACED AT LOCATIONS SIMILAR TO THE ADJACENT PAVEMENT AND CURB & GUTTER.
3. CURB EDGE SHALL BE TOOLED WITH 1/4" RADIUS.
4. WHERE PAVEMENT IS P.C.C. DOWEL USING 12" LONG #4 BARS AT 24" CTRS.

SIDEWALK RAMP CURB

NOT TO SCALE



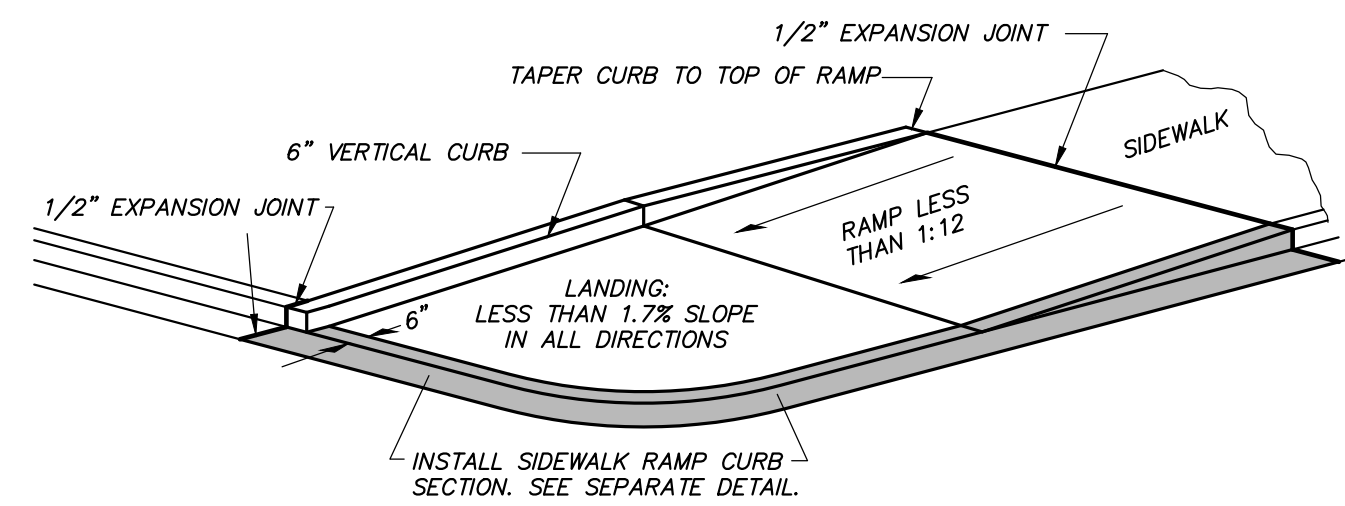
EXPANSION JOINT



SAW-CUT JOINT

CONCRETE PAVEMENT JOINTS

NOT TO SCALE

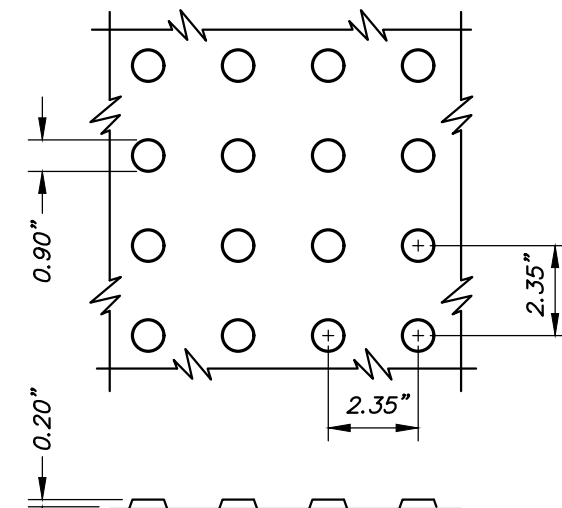


- NOTES:
1. RAMP SHALL BE 4" THICK P.C.C.
 2. EXPANSION JOINT SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
 3. ALL SIDEWALK AND RAMP CROSS SLOPE SHALL BE LESS THAN 1.7%.
 4. ALL SLOPES ARE MEASURED FROM THE HORIZONTAL.
 5. REPLACE STANDARD CURB SECTION WITH SIDEWALK RAMP CURB SECTION. SEE SEPARATE DETAIL.
 6. RAMP LENGTH IS DEPENDENT ON RISE. USE FLATTER WHEN POSSIBLE.
 7. LANDING AREA SHALL BE 5'-0" MIN WIDTH, CROSS SLOPE OF LANDING SHALL BE LESS THAN 1.7%.

CURB RAMP

SIDEWALK AT BACK OF CURB

NOT TO SCALE



TRUNCATED DOME PATTERN

- NOTES:
1. DETECTABLE WARNINGS SHALL BE RAISED TRUNCATED DOMES PER CURRENT ADA STANDARDS.
 2. DETECTABLE WARNINGS SHALL EXTEND A MINIMUM 24" IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE RAMP OR LANDING.
 3. DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJACENT WALKWAY SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.
 4. SEE SEPARATE CURB RAMP DETAILS FOR EXACT INSTALLATION LOCATIONS.
 5. DETECTABLE WARNINGS SHALL BE A CAST IN PLACE SYSTEM MANUFACTURED BY EITHER ADA SOLUTIONS, INC. (BRICK RED COLOR), ARMOR-TILE TACTILE SYSTEMS (COLONIAL RED COLOR), OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

DETECTABLE WARNINGS FOR CURB RAMPS

NOT TO SCALE

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
SEPTEMBER 3, 2024

Revised

Design: BW Drawn: MJS

DETAILS

Sheet

C4.01

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS



Engineering Surveys & Services

DELIVERING YOUR VISION™

802 El Dorado Drive
Jefferson City, MO 65101
www.ess-inc.com
573-636-3303

Project: Rt 42 Osage Beach

Description: Sidewalk

Revised Date: 8/27/2024

Prepared By: BKW

Date: 8/23/2023 1. Engineering, stakeout, development, impact, utility, permit, and tap fees are not included.

Project No.: 16023 2. Rock is unknown and not included.

3. A XX% inflation is included for all unit prices to cover increased future prices.

Column1	Column2	Column3	olumr	Column5	Column6
Line Number	Bid Item	Description	Unit	Quantity	Extension
	2013000	CLEARING AND GRUBBING	ACRE	1.5	\$11,167.18
	2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$15,000.00
	2072000	LINEAR GRADING CLASS 2	STA.	44	\$37,267.14
	3040143	TYPE 1 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	3093.5	\$46,578.21
	6071012A	CHAIN-LINK FENCE (72 IN.) - BLACK POWERCOATED	L.F.	950	\$50,445.00
	6071030	WALK GATE (CHAIN-LINK)	EACH	1	\$2,291.95
	6081010	CONCRETE CURB RAMP	S.Y.	35.9	\$7,194.34
	6081012	TRUNCATED DOMES	S.F.	71.2	\$2,595.25
	6084023	SIDEWALK HAND-RAILING W/O BALLASTS	L.F.	187	\$30,349.58
	6085008	PAVED APPROACH, 8 IN.	S.Y.	423.6	\$47,413.55
	6086004	CONCRETE SIDEWALK, 4 IN.	S.Y.	2637	\$190,215.78
	6089903	MISC. METAL FABRICATED SIDEWALK WITH RAILS	L.F.	381.2	\$310,373.04
	6091011	CONCRETE CURB (OVER 6 IN. HEIGHT) TYPE S	L.F.	84.5	\$3,389.30
	6097000	ROCK LINING	C.Y.	10	\$953.44
	6161005	CONSTRUCTION SIGNS	S.F.	50	\$425.39
	6161025	CHANNELIZER (TRIM LINE)	EACH	100	\$2,172.38
	6181000	MOBILIZATION	L.S.	1	\$50,000.00

6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$21,870.21
7209903	SMALL BLOCK RETAINING WALL	LF	773	\$36,485.60
7261012	12 IN. PIPE GROUP A	L.F.	3.5	\$279.23
7261018	18 IN. PIPE GROUP A	L.F.	6.5	\$496.28
7320612A	12 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED ENDSECTION	EACH	1	\$806.25
7320618A	18 IN. OR ALLOWED SUBSTITUTESECTIONGROUP A FLARED END	EACH	1	\$1,177.27
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	4	\$12,265.30
8061006	ALTERNATE DITCH CHECK	L.F.	200	\$1,904.52
8061007A	CURB INLET CHECK	EACH	4	\$398.60
8061016	SEDIMENT REMOVAL	C.Y.	20	\$567.82
8061019	SILT FENCE	L.F.	2200	\$7,035.16
9019902	MISC. SOLAR LIGHTING COMPLETE - POST, LUMINAR, BASE	EACH	10	\$100,300.00
9031274	CONCRETE POST ANCHOR FOR 2 IN.	EACH	1	\$378.63
903990	RELOCATE EXISTING SIGNS	EACH	1	\$177.00

Total: \$991,973.38

Sub Total: \$991,973.38

17	GENERAL CONDITIONS		%	
17.01	SWPPP Testing		1.50%	\$14,879.60
17.2	UTILITY ADJUSTMENT			\$3,000.00

SUBTOTAL: \$17,879.60

GRAND TOTAL: \$1,009,852.98

\$1,009,852.98

10% Contingency

\$100,985.30

\$1,110,838.28









City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2024
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Presentation - Water Report Review

Requested Action:
Presentation

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:
Cochran Engineering conducted a study on the City of Osage Beach's existing water system including water usage, storage, production, and distribution. The purpose of which was to identify and recommend improvements based on the evaluation of the existing system. Additionally, to develop a Capital Improvement Plan for the Water System.

City Attorney Comments:
Not Applicable

City Administrator Comments:

City of Osage Beach Water Report Review



OSAGE BEACH
MISSOURI

Report Purpose/Scope

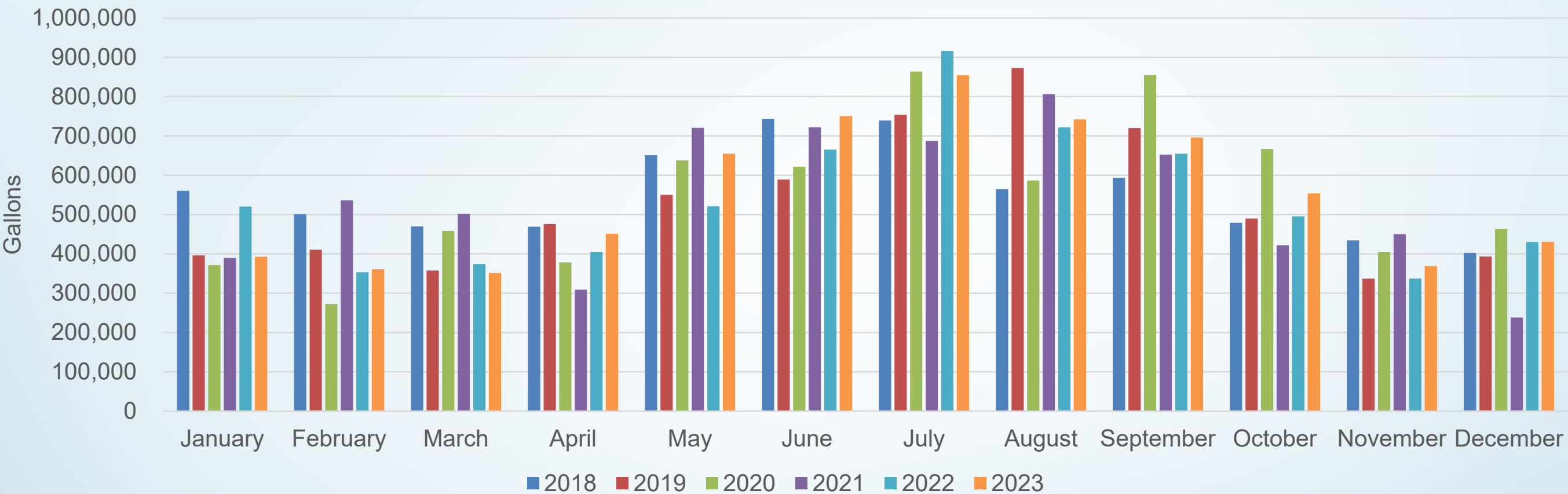
- **Evaluate the existing system (Water Usage, Storage, Production, Distribution, etc.)**
- **Identify and Recommend Improvements based on the evaluation of the existing system**
- **Develop Capital Improvement Plan for Water System**



West System Evaluation

Water Consumption – West System

West System - Average Daily Water Usage (Water Pumped)



- **Summer Average Daily Usage* = 705,588 Gallons**
- **Calculated Peak Day** = 1,099,266 Gallons**

*** Summer average daily usage was calculated by averaging the usage from May, June, July and August for the last 6 years.**

**** Peak Month Average Day x Peaking Factor (1.2) = Peak Day**

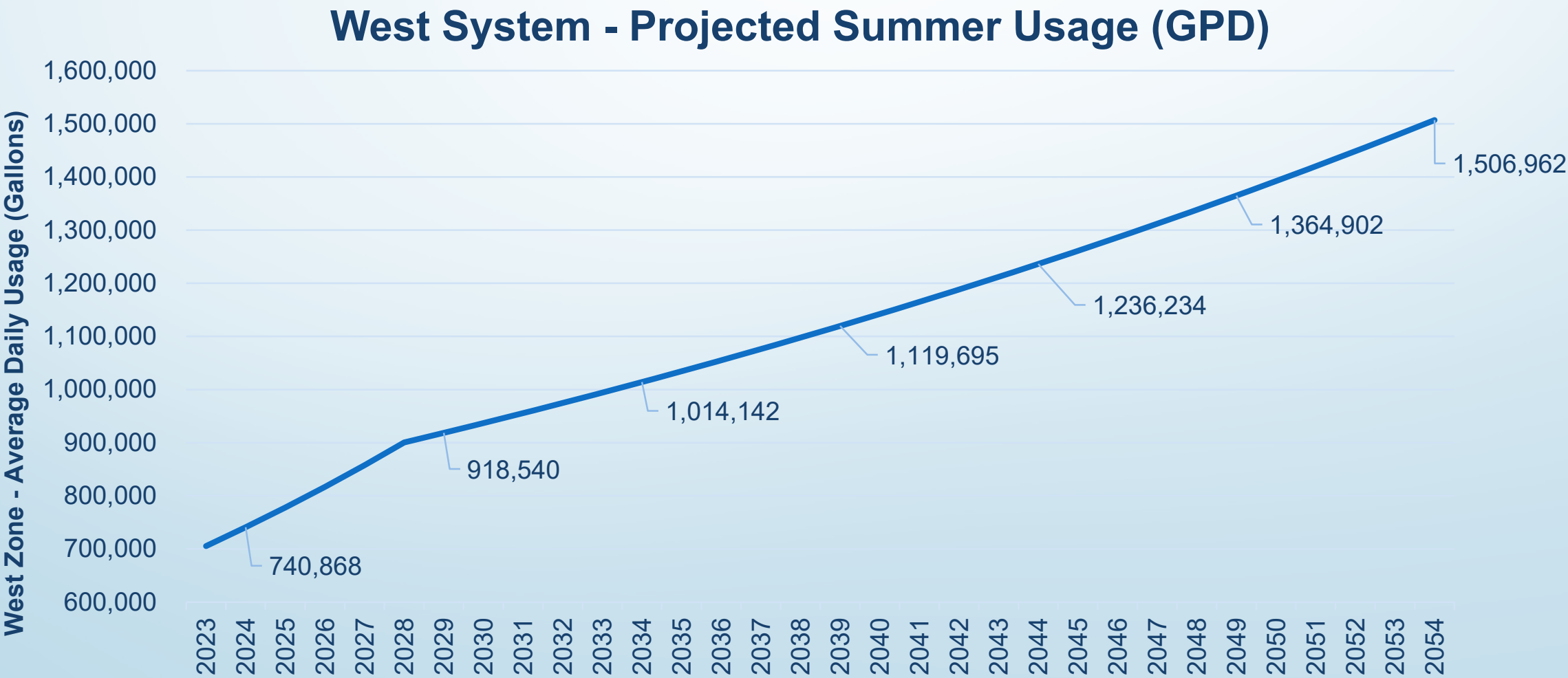
Historic Growth – West System

- **2023 Number of Metered Connections:** **1,374 Connections**
- **2023 Number of Units:** **2,832 Units**

West System Water Usage History:		
Year:	Total Average Water Usage (Sold)*:	Growth Rate:
2007	361,382	-
2008	340,574	-5.76%
2009	318,487	-6.49%
2010	361,297	13.44%
2011	352,190	-2.52%
2012	375,579	6.64%
2013	328,508	-12.53%
2014	343,527	4.57%
2015	343,114	-0.12%
2016	365,455	6.51%
2017	375,497	2.75%
2018	381,317	1.55%
2019	390,436	2.39%
2020	400,027	2.46%
2021	389,826	-2.55%
2022	399,602	2.51%
2023	426,851	6.82%
Average Annual Usage Growth Rate:		1.05%

Project Growth – West System

- **Projected Growth Rate:**
 - From 2024 to 2029: 5% Annual Growth Rate
 - From 2029 to Future: 2% Annual Growth Rate
- **Summer Average Daily Usage (May-August) (Pumped Water):** 705,588 gallons/day
- **Total Number of Units:** 2,832 Units
- **Summer Average Daily Usage per Unit (Pumped Water):** 249 gallons/day/Unit



Storage – West System

STORAGE INVENTORY							
Tank Location	System	Nominal Storage (gal)	Effective Storage	High Water Elevation	Diameter of Tank (ft)	Ground Elevation of Tank	Construction Date:
Swiss Village Tower	West	1,500,000	1,500,000	1010	83	875	2000

***Effective Storage considers 35 psi (minimum) to the nearest service connection.**

- West System Average Day Water Usage in Summer: 705,588 gallons**
- West System Average Day Water Usage in Winter: 406,434 gallons**
- West System Storage: 1,500,000 gallons**
- West System Effective Days of Storage (35 psi) in Summer: 2.13 days**
- West System Effective Days of Storage (35 psi) in Winter: 3.69 days**

***1-4 days of storage recommended. (Sum of Effective Storage/Average Daily Usage)**

Production – West System

WEST SYSTEM PRODCUTION INVENTORY							
Well No.	Location	System	Production (gpm)	Depth (ft)	Diameter (in)	Base Formation	Date Drilled
Well No. 1	Swiss Village #1	West	545	940	10	Potosi Dolomite	1987
Well No. 2*	Swiss Village #2	West	550	1050	10	Derby-Doerun Formation	2001
Well No. 3	Swiss Village #3	West	485	1105	12	Davis Formation	2019

* This Well is only used in Emergency Situations.

- **Swiss Village #2 Water Quality Data:**

- **Iron Levels:**

- Allowable Iron Levels: 0.3mg/L
 - Tested Iron Levels: 0.62mg/L

- **Manganese Levels:**

- Allowable Manganese Levels: 0.05mg/L
 - Tested Manganese Levels: 0.561mg/L

- **Average Summer Day Runtime: 11.99 hours***

- **Firm Capacity Runtime: 39.66 hours****

* Wells No. 1 & No. 3 are running
(Under 12 hours of runtime is recommended)

**Well No. 3 is running
(Under 24 hours of runtime is recommended)

Water Loss – West System

WEST SYSTEM WATER LOSS:			
Year:	Water Pumped From Wells (Gallons):	Water Used (Billed + Identified Uses) (Gallons):	Water Loss (%):
2018	201,084,388	139,439,672	30.7%
2019	193,385,882	142,710,148	26.2%
2020	200,902,172	146,342,943	27.2%
2021	195,735,083	142,406,260	27.2%
2022	195,072,297	146,271,484	25.0%
2023	201,444,368	157,092,684	22.0%
Average:	197,937,365	145,710,532	26.4%

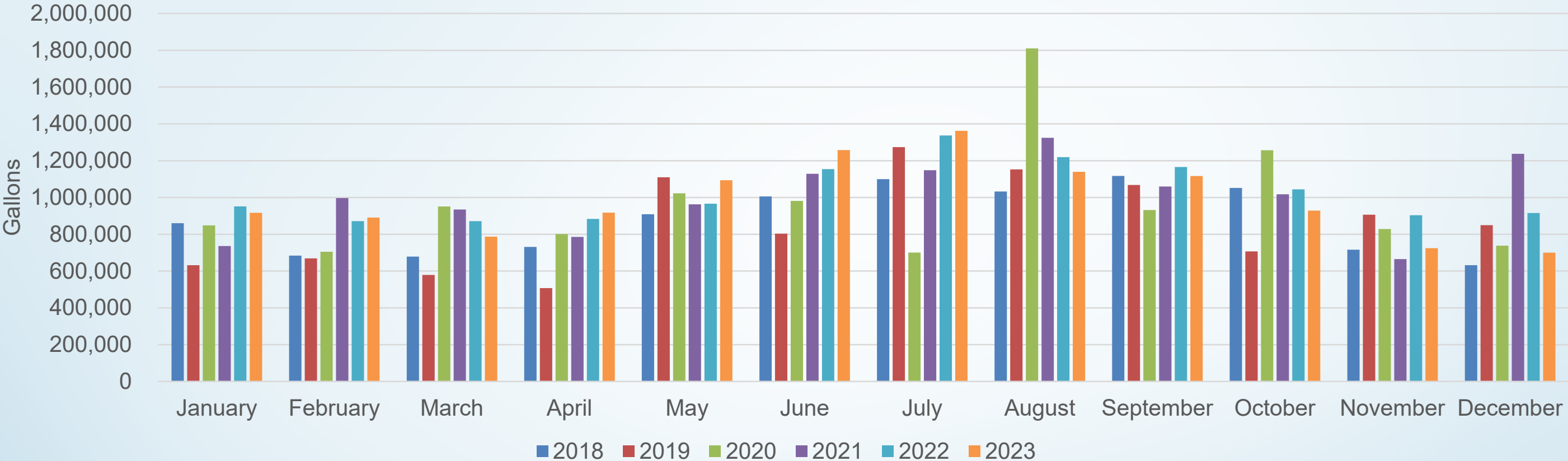
***Target water loss ranges from 10%-12%.**



East System Evaluation

Water Consumption – East System

East System - Average Daily Water Usage (Water Pumped)



- **Summer Average Daily Usage* = 1,124,842 Gallons**
- **Calculated Peak Day** = 1,634,786 Gallons**

* Summer average daily usage was calculated by averaging the usage from May, June, July and August for the last 6 years.

** Peak Month Average Day x Peaking Factor (1.2) = Peak Day

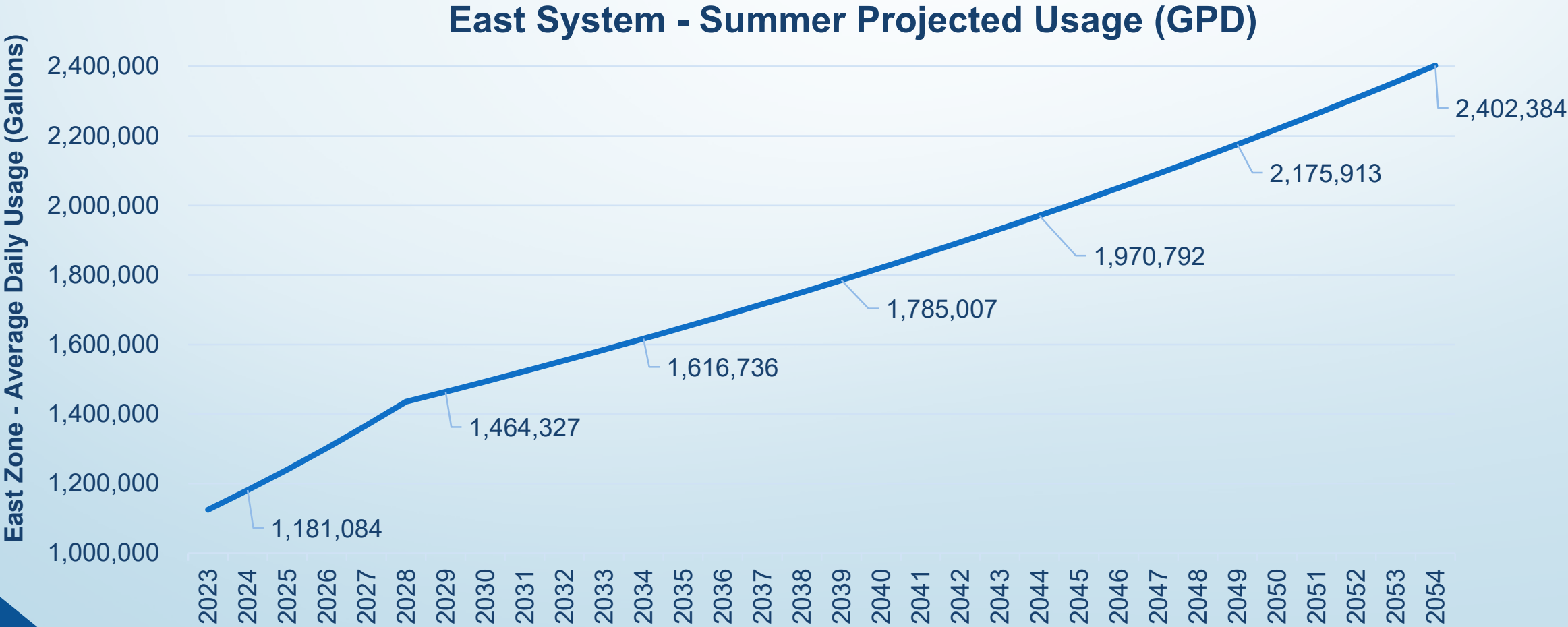
Historic Growth – East System

- **2023 Number of Metered Connections:** **1,393 Connections**
- **2023 Number of Units:** **3,354 Units**

East System Water Usage History:		
Year:	Average Water Usage (Sold)*:	Growth Rate:
2007	448,721	-
2008	419,925	-6.42%
2009	393,744	-6.23%
2010	460,840	17.04%
2011	484,105	5.05%
2012	525,542	8.56%
2013	510,638	-2.84%
2014	527,206	3.24%
2015	519,392	-1.48%
2016	546,003	5.12%
2017	526,273	-3.61%
2018	550,946	4.69%
2019	520,971	-5.44%
2020	532,524	2.22%
2021	552,501	3.75%
2022	542,345	-1.84%
2023	594,723	9.66%
Average Annual Usage Growth Rate:		1.78%

Project Growth – East System

- **Projected Growth Rate:**
 - From 2024 to 2029: 5% Annual Growth Rate
 - From 2029 to Future: 2% Annual Growth Rate
- **Summer Average Daily Usage (May-August) (Pumped Water):** 1,124,842 gallons/day
- **Total Number of Units:** 3,354 Units
- **Summer Average Daily Usage per Unit (Pumped Water):** 335 gallons/day/Unit



Storage – East System

STORAGE INVENTORY							
Tank Location	System	Nominal Storage (gal)	Effective Storage	High Water Elevation	Diameter of Tank (ft)	Ground Elevation of Tank	Construction Date
Columbia College Tank	East	500,000	500,000	1049	55.5	900	-
Bluff Drive Tank	East	750,000	750,000	1049	63	896	2006
Passover Road Tank	East	150,000	150,000	932	34	779	-

***Effective Storage considers 35 psi (minimum) to the nearest service connection.**

- East System Average Day Water Usage in Summer: 1,124,842 gallons**
- East System Average Day Water Usage in Winter: 815,770 gallons**
- East System Storage: 1,400,000 gallons**
- East System Effective Days of Storage (35 psi) in Summer: 1.25 days**
- East System Effective Days of Storage (35 psi) in Winter: 1.72 days**

***1-4 days of storage recommended. (Sum of Effective Storage/Average Daily Usage)**

Production – East System

EAST SYSTEM PRODCUTION INVENTORY							
Well No.	Location	System	Production (gpm)	Depth (ft)	Diameter (in)	Base Formation	Date Drilled
Well No. 1	Columbia College #1	East	205	670	6	Potosi Dolomite	-
Well No. 2	Columbia College #2	East	600	1150	10	Davis Formation	2001
Well No. 3	Passover	East	255	1000	8	Potosi Dolomite	1998
Well No. 6	Bluff Drive	East	640	1200	12	Davis Formation	2007

- **Average Summer Day Runtime: 11.58 hours***
- **Firm Capacity Runtime: 26.99 hours****

* Wells No. 1, No. 2, No. 3 & No. 6 are running (Under 12 hours of runtime is recommended)

**Well No. 1, No. 2 & No. 3 is running (Under 24 hours of runtime is recommended)

Water Loss – East System

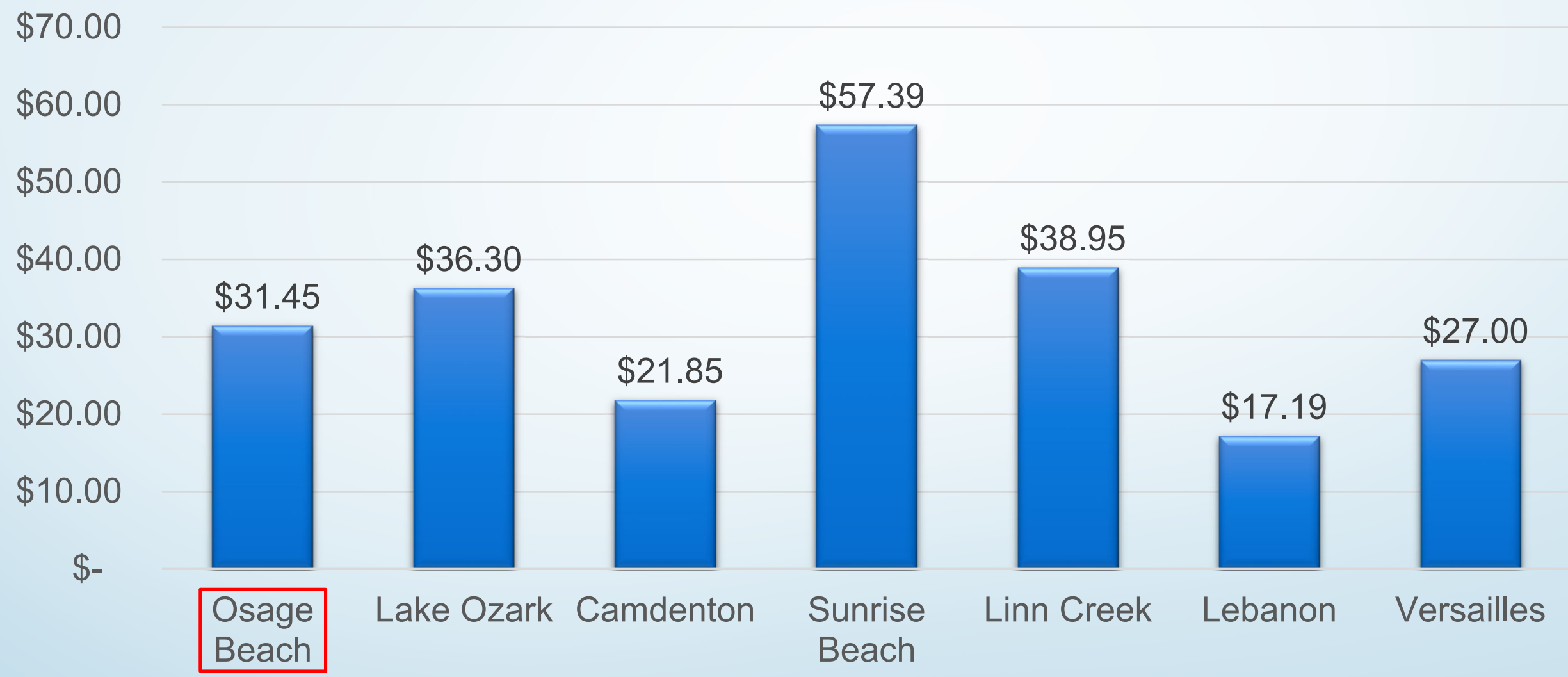
EAST SYSTEM WATER LOSS:

Year:	Water Pumped From Wells (Gallons):	Water Used (Billed + Identified Uses) (Gallons):	Water Loss (%):
2018	320,435,187	201,319,414	37.2%
2019	312,690,689	190,565,007	39.1%
2020	353,173,889	194,709,434	44.9%
2021	365,287,994	201,776,167	44.8%
2022	374,104,257	198,290,846	47.0%
2023	360,203,087	216,812,829	39.8%
Average:	347,649,184	200,578,950	42.3%

*Target water loss ranges from 10%-12%.

Rate Information

Neighboring Water Rates



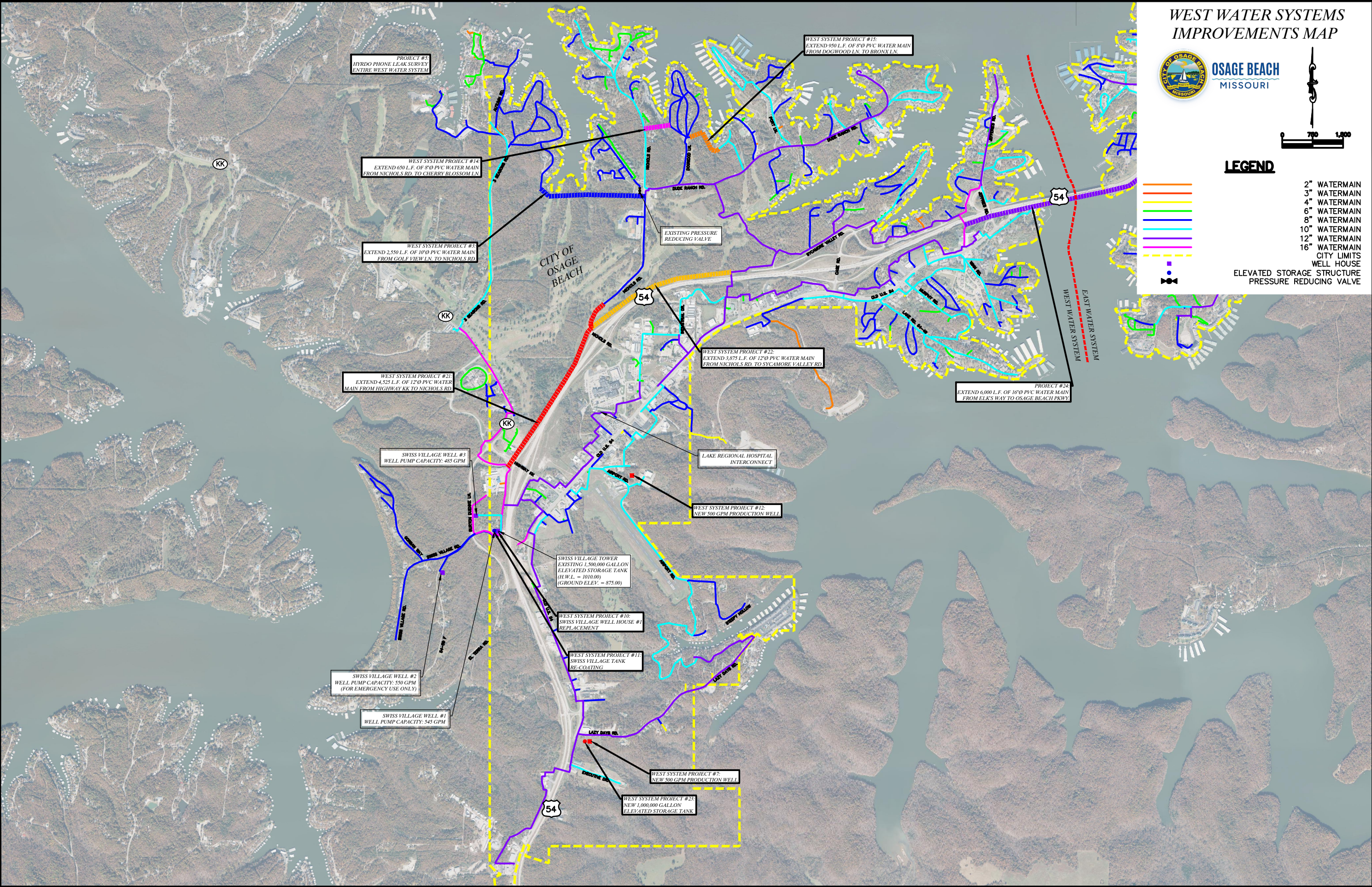
Capital Improvements Projects (5-year plan)

Prioritized List of Water System Improvements for The City of Osage Beach

Item	Description	Cost*	Schedule
1	Hydro Phone Leak Survey in East System - Hydro Phone Leak Survey entire East Water System to determine potential leaks to decrease overall water loss in the system.	\$60,000	2025
2	Passover Tank Re-Coating in East System - Re-coat the Passover Tank located in the East System.	\$124,500	2025
3	Golf View Lane to Nichols Road in West System - Extend 2,550 L.F. of 10-inch diameter water main from Golf View Lane to Nichols Road.	\$518,400	2025
4	Bluff Drive to Holiday Shores Drive in East System - Extend 2,700 L.F. of 10-inch diameter water main from Bluff Drive to Holiday Shores Drive.	\$490,050	2025
5	Hydro Phone Leak Survey in West System - Hydro Phone Leak Survey entire West Water System to determine potential leaks to decrease overall water loss in the system.	\$60,000	2026
6	Jayhawk Street to Hatchery Road in East System - Extend 3,125 L.F. of 12-inch diameter water main from Jayhawk Street to Hatchery Road.	\$613,913	2026
7	New 500 gpm Well in West System - Installation of a new 500 gpm production well in the West System to increase water production and meet system demands.	\$1,890,000	2026
8	New 600 gpm Well in East System - Installation of a new 600 gpm production well in the East System to increase water production and meet system demands.	\$1,890,000	2026
9	New 1,500,000 gallon Elevated Storage Tank in East System - Installation of a new 1,500,000 gallon Elevated Storage Tank in the East System to increase storage capacity.	\$7,030,000	2027
10	Swiss Village Well House #1 - Replace existing Swiss Village Well House #1 located in the West System.	\$675,000	2028
11	Swiss Village Tank Re-Coating in West System - Re-coat the Swiss Village Tank located in the West System.	\$1,411,350	2029
12	New 500 gpm Well in West System - Installation of a new 500 gpm production well in the West System to increase water production and meet system demands.	\$1,890,000	2030

Total Capital Improvement Costs over the next 5 years: \$16,653,213.00

Total Capital Improvement Costs to 2038: \$33,366,588.00



WEST WATER SYSTEMS
IMPROVEMENTS MAP



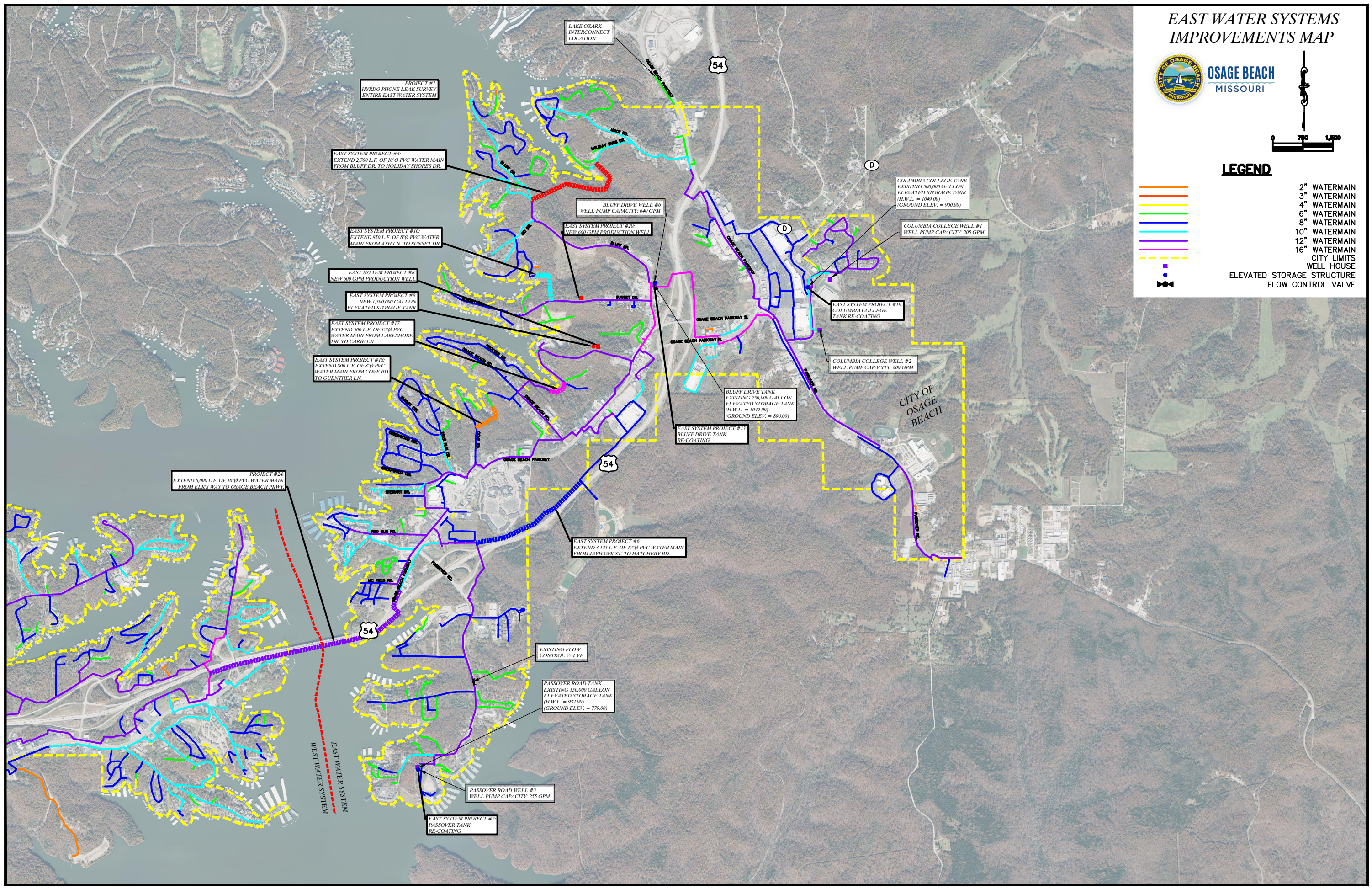
OSAGE BEACH
MISSOURI



LEGEND



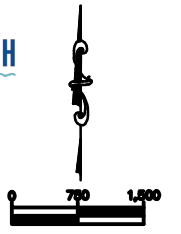
- 2" WATERMAIN
- 3" WATERMAIN
- 4" WATERMAIN
- 6" WATERMAIN
- 8" WATERMAIN
- 10" WATERMAIN
- 12" WATERMAIN
- 16" WATERMAIN
- CITY LIMITS
- WELL HOUSE
- ELEVATED STORAGE STRUCTURE
- PRESSURE REDUCING VALVE



EAST WATER SYSTEMS
IMPROVEMENTS MAP



OSAGE BEACH
MISSOURI



LEGEND

- 2" WATERMAIN
- 3" WATERMAIN
- 4" WATERMAIN
- 6" WATERMAIN
- 8" WATERMAIN
- 10" WATERMAIN
- 12" WATERMAIN
- 16" WATERMAIN
- CITY LIMITS
- WELL HOUSE
- ELEVATED STORAGE STRUCTURE
- FLOW CONTROL VALVE

PROJECT #1:
HYDRONIC LEAK SURVEY
ENTIRE EAST WATER SYSTEM

EAST SYSTEM PROJECT #4:
EXTEND 2,700 L.F. OF 10" PVC WATER MAIN
FROM BLUFF DR. TO HOLIDAY SHORES DR.

EAST SYSTEM PROJECT #16:
EXTEND 850 L.F. OF 8" PVC WATER
MAIN FROM ASH LN. TO SUNSET DR.

EAST SYSTEM PROJECT #8:
NEW 600 GPM PRODUCTION WELL

EAST SYSTEM PROJECT #9:
NEW 1,500,000 GALLON
ELEVATED STORAGE TANK

EAST SYSTEM PROJECT #17:
EXTEND 500 L.F. OF 12" PVC
WATER MAIN FROM LAKESHORE
DR. TO CARIE LN.

EAST SYSTEM PROJECT #18:
EXTEND 800 L.F. OF 8" PVC
WATER MAIN FROM COVE RD.
TO GUENTHER LN.

PROJECT #24:
EXTEND 6,000 L.F. OF 16" PVC WATER MAIN
FROM ELK'S WAY TO OSAGE BEACH PKWY

EAST SYSTEM PROJECT #6:
EXTEND 3,125 L.F. OF 12" PVC WATER MAIN
FROM JAYHAWK ST. TO HATCHERY RD.

EXISTING FLOW
CONTROL VALVE

PASSOVER ROAD TANK
EXISTING 150,000 GALLON
ELEVATED STORAGE TANK
(H.W.L. = 932.00)
(GROUND ELEV. = 779.00)

PASSOVER ROAD WELL #3
WELL PUMP CAPACITY: 255 GPM

EAST SYSTEM PROJECT #2:
PASSOVER TANK
RE-COATING

BLUFF DRIVE WELL #6
WELL PUMP CAPACITY: 640 GPM

EAST SYSTEM PROJECT #20:
NEW 600 GPM PRODUCTION WELL

COLUMBIA COLLEGE TANK
EXISTING 500,000 GALLON
ELEVATED STORAGE TANK
(H.W.L. = 1049.00)
(GROUND ELEV. = 900.00)

COLUMBIA COLLEGE WELL #1
WELL PUMP CAPACITY: 205 GPM

EAST SYSTEM PROJECT #19:
COLUMBIA COLLEGE
TANK RE-COATING

COLUMBIA COLLEGE WELL #2
WELL PUMP CAPACITY: 600 GPM

BLUFF DRIVE TANK
EXISTING 750,000 GALLON
ELEVATED STORAGE TANK
(H.W.L. = 1049.00)
(GROUND ELEV. = 896.00)

EAST SYSTEM PROJECT #13:
BLUFF DRIVE TANK
RE-COATING

CITY OF
OSAGE
BEACH



Questions?

Mayor / Board of Aldermen

DEPARTMENT UPDATE LIST – As of September 19,

2024

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Update September 9/19/2024
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*City Engineer A. Bowman*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Incentive Guideline Revisions (*City Administrator*)
 - TBD.
- Personnel (*HR Generalist*)
 - Employee 360 Feedback Process
 - Currently being worked on.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*City Engineer A. Bowman*)
 - 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 in September 2024.
 - Tan Tar A Master Plan re: Infrastructure(*City Engineer A. Bowman*)
 - 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*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.