

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

December 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.

- ▶ Minutes of Board of Aldermen meeting
November 4, 2024
December 2, 2024
December 5, 2024
- ▶ Bills List - December 19, 2024

FINANCIAL UPDATE

UNFINISHED BUSINESS

- A. Bill 24-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Water Main Loop - Golfview Lane to Nichols Road Project for an amount not to exceed \$377,354.00. *Second Reading*

PUBLIC HEARING

- A. FY2025 Osage Beach Annual Budget

NEW BUSINESS

- A. Bill 24-93 - An ordinance of the City of Osage Beach, Missouri adopting an annual budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, and appropriating funds pursuant thereto. *First and Second Reading*
- B. Resolution 2024-12 - A Resolution of the Board of Aldermen of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual budget for Fiscal Year 2024.
- C. Bill 24-92- An ordinance of the City of Osage Beach, amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for various accounts. *First and Second Reading*
- D. Bill 24-87 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulation Section 405.370(A)(6) Sign Regulations - All Zoning Districts purpose of the city code for various purposes as set forth. *First and Second Reading*
- E. Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands Free Driving Ordinance. *First Reading*
- F. Bill 24-89 - An ordinance of the City of Osage Beach, Missouri, Accepting the State American Rescue

Plan Act (ARPA) Grants to Ambulance Services grant in an amount not to exceed \$50,599.77. *First and Second Reading*

- G. Bill 24-90 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to issue bonds under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village LLC. *First and Second Reading*
- H. Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *First Reading*
- I. Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *First Reading*
- J. Resolution 2024-09 - A resolution of the City of Osage Beach, Missouri, approving the Ambulance Supervisor to apply for the Assistance to Firefighter Grant for the purchase of a new ambulance.
- K. Resolution 2024-11 - A resolution of the City of Osage Beach, Missouri, authorizing the Police Department to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2026.
- L. Motion to approve the purchase of Sulzer pumps and components from Municipal Equipment Company for a price not to exceed \$686,633.00.
- M. Motion to approve the purchase of 59 High Tide SCADA units from Municipal Equipment Company for a price not to exceed \$277,731.95.
- N. Motion to authorize the Mayor to sign a Promulgation Statement with the Camden County Emergency Management Agency, agreeing to adopt and utilize the Camden County Local Emergency Operations Plan.

STAFF COMMUNICATIONS

- A. Discussion - Staff Department List Update December 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 SPECIAL MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 4, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Meeting on Monday, November 4, 2024, at 4:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O’Steen, Alderman Celeste Barela. 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, Building Official Ron White, City Planner Cary Patterson.

EXECUTIVE SESSION

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

Alderman Rucker made a motion to open Executive Session. This motion was seconded by Alderman Marose. This motion passes with a roll call vote “Aye” Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O’Steen, Alderman Celeste Barela.

Alderman Hoffman made a motion to close Executive Session. This motion was seconded by Alderman O’Steen. This motion passes with a roll call vote “Aye” Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O’Steen, Alderman Celeste Barela.

Alderman Ross made a motion to adjourn at 5:30 pm. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 5:30pm. 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 November 4, 2024, and approved December 19, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**MINUTES OF THE BUDGET WORKSHOP MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
December 2, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Budget Workshop on Monday, December 2, 2024, at 2:00 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. Absent Alderman Bob O'Steen City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Staff Present – City Administrator Devin Lake, Assistant City Administrator April White, City Engineer Drew Bowman, City Treasurer Karri Bell, Public Works Operations Manager Zac Wilbur, IT Manager Mikeal Bean, Parks and Rec Manager Eric Gregory, Airport Manager Ty Dinsdale, Building Official Ron White.

NEW BUSINESS

Discussion - FY 2025 Budget

Alderman Rucker asked for a small break.

Mayor Harmison recessed at 3:45 for a 10-minute break.

Mayor Harmison called the meeting back to order at 4:00pm.

A lengthy discussion on cuts and additions to the budget. Staff were given directions on where to cut and add. City Administrator Lake will be bringing a first and second reading to the Board at the meeting on December 19th.

Alderman Rucker made a motion to adjourn at 4:40pm. This motion was seconded by Alderman Ross. Motion passed unanimously with voice vote. Absent Alderman O'Steen.

Adjourn

The meeting adjourned at 4:40 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 December 2, 2024, and approved December 19, 2024

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
December 5, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, December 5, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Celeste Barela, Alderman Kevin Rucker, Alderman Phyllis Marose, Alderman Richard Ross. Absent 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, Police Chief Todd Davis, AR Clerk Angie Bouwens, Public Works Operations Manager Zak Wilbur, Building Official Ron White, City Planner Cary Patterson, City Engineer Drew Bowman, Public Information Officer (PIO) Jayme Rutledge, City Treasurer Karri Bell, HR Director Maddie Mousseau.

CITIZEN'S COMMUNICATIONS

No Citizen Communications

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman O'Steen.

UNFINISHED BUSINESS

Bill 24-79 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Maguire Iron Inc. for the Passover Water Tower Interior Painting Project for an amount not to exceed \$139,000.00. *Second Reading*

Alderman Barela made a motion to approve the second reading of Bill 24-79. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-79 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Rucker, Alderman Marose, Alderman Ross. Bill 24-79 passed and approved as Ordinance 24-79. Absent Alderman O'Steen

NEW BUSINESS

Bill 24-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Water Main Loop - Golfview Lane to Nichols Road Project for an amount not to exceed \$377,354.00. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-82. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen

Resolution 2024-08 - A resolution of the City of Osage Beach, Missouri, is applying for federal assistance from the Land and Water Conservation Fund for the purpose of completing Phase 1 of the Peanick Park Enhancement Project, which consists of replacement of Baseball Field 1 and construction a large pavilion with a flushing bathroom.

Alderman Rucker made a motion to approve Resolution 2024-08. This motion seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen

Motion to approve the purchase of a 201 horsepower submersible pump from Municipal Equipment Company for an amount not to exceed 95,515.00 plus shipping.

Alderman Ross made a motion to approve the purchase of a 201-horsepower submersible pump from Municipal equipment Company for an amount not to exceed \$95,515.00 plus shipping. This motion seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O'Steen

Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,789, and the Ambulance Fund in the amount of \$162,098.

Alderman Rucker made a motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,789, and the Ambulance Fund in the amount of \$162,098. This motion seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen

Discussion - Operation of Storm Sirens in Lake of the Ozarks State Park

Chief Davis – Contacted by the State Emergency Office and activating the Storm sirens in Missouri State Parks Facility. Locations will be Camp Clover Point, Camp Rising Sun and Main Campground. With the City being the closet, it makes more sense to have those sirens located here. It will add little to no more workload to our 911 center. Once the sites have been set a Memo of Understanding will be brought back to the board for final approval.

Discussion - Access to utilities outside of Corporate Limits

There has been a question raised about what the discussion item “Utilities Outside of City Limits”. Staff members have concerns about how the City is handling Utility hook ups outside of City Limits and need direction on how the Board would like to continue.

The first question is:

Does the Board want to continue to allow new utility connections to be made outside of City Limits?

If the answer to that question is yes, then the second question is : On what terms should we allow new utility connections to be made?

Staff have several recommendations:

- a. Continue to require final inspection and approval of all Utility related construction.
- b. Continue to require all necessary easements to be filed with the appropriate Recorder's Office.
- c. Require a new agreement with the developer or landowner that would set, amongst potentially other things, a length of term.
- d. A consent to Annex that would be filed with the appropriate Recorder's Office with all easements that would allow the City to annex said entire property when the City wanted as long as the property was Contiguous and Compact.
- e. No longer accepting private infrastructure to be taken into City Inventory (namely no longer accepting private grinder stations)

STAFF COMMUNICATIONS

Police Chief Davis -Shop with a Cop on December 18th.

HR Director Mousseau Survey is out.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Would like to have a financial and timeline plan added to the Board Retreat regarding the Parkway.

Submitted Budget 2024 Changes:

1. Remove the position a Administrative Assistant from Public Works
2. Remove the position of Public Works Director from Public Works
3. Add the positions of Public Works Operation Manager back to 2025 budget at a level 14

By removing the position of Administrative Assistant, the following support needs to be done.

1. During the PW Department Secretary's lunch break the phones need transferred to City Hall
2. During the PW Secretary Vacation or Sick leave phones need to be transferred to City Hall or preferably a person transferred from city hall to PW office.
3. The responsibility for City Hall duties related to Public Works will be coordinated by City Clerk and Operations Manager.

This change frees up about \$55,000+/- in salaries and the allocation for benefits for one person that all not be needed in the 2025 budget.

All the Alderman gave kudos to the parks for the lights.

All the Alderman gave well wish to Alderman Rucker on upcoming surgery. And condolences to Alderman O'Steen and his family.

Alderman Rucker made a motion to adjourn at pm. This motion was seconded by Alderman Marose.Motion passes unanimously with voice vote. Absent Alderman O'Steen

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:00 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 December 5, 2024, and approved December 19, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
December 19th, 2024**

Bills Paid Prior to Board Meeting	\$	309,375.79
Payroll Paid Prior to Board Meeting	\$	281,693.70
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	\$	212,602.35
Total Expenses	\$	803,671.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	1,874.00-
			ADJUST PAYROLL DEDUCTIONS	18.00-
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premium	144.00
			Dental Insurance Premium	144.00
			Health Insurance Contribut	118.80
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,009.80
			Health Insurance Contribut	1,009.80
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	72.00
			Vision Insurance Contribut	72.00
		MO DEPT OF REVENUE	State Withholding	4,870.00
			State Withholding	3,915.00
		INTERNAL REVENUE SERVICE	Fed WH	13,059.49
			Fed WH	12,591.13
			FICA	9,573.38
			FICA	6,738.69
			Medicare	2,238.91
			Medicare	1,575.98
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.07-
			Pre-Paid Legal Premiums	81.73
			Pre-Paid Legal Premiums	81.73
		MISSIONSQUARE RETIREMENT	Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirement 457 &	4,768.90
			Retirement 457 &	3,313.34
			Retirement 457	2,384.60
			Retirement 457	1,000.00
			Loan Repayments	21.66
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	163.71
			Loan Repayments	151.06
			Loan Repayments	701.20
			Loan Repayments	189.44
			Loan Repayments	202.12
			Retirement Roth IRA	250.00
			Retirement Roth IRA	50.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	244.79
			American Fidelity	1,730.96
			American Fidelity	1,730.96
			American Fidelity	752.95
			American Fidelity	752.95
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	42.00
			Flexible Spending Accts -	42.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.09-
			Texas Life After Tax	140.64
			Texas Life After Tax	140.64
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	52.38-
			ADJUST PAYROLL DEDUCTIONS	197.81-
			Group Life Ins and Buy Up	18.31
			Group Life Ins and Buy Up	18.31
		OPTUM BANK INC	HSA Contribution	350.83
			HSA Family/Dep. Contributi	2,533.22
		ONE TIME VENDOR WRIGHT COUNTY CIRCUIT	OTHER AGENCY CASH BOND	250.00
			TOTAL:	82,067.93
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,247.20
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.65
			TOTAL:	1,356.85
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	681.27
			Medicare	159.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	330.31
			Retirement 401	660.64
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	139.95
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	16.57
			Group Life Ins and Buy Up	16.57
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
			TOTAL:	2,060.51
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	214.09
			Medicare	50.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.86
			Retirement 401	215.72
		AT&T MOBILITY-CELLS	CITY CLERK CELL PHONES	47.65
		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	112.50
			TOTAL:	2,744.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	99.00
			Dental Insurance Premiums	99.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,559.01
			Health Insurance Contribut	1,559.01
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	14.00
			Vision Insurance Contribut	14.00
		INTERNAL REVENUE SERVICE	FICA	664.62
			Medicare	155.42
		MISSIONSQUARE RETIREMENT	Retirement 401%	285.52
			Retirement 401	669.35
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.82
			Group Dependent Life Ins	4.82
			Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	29.85
			Group Life Ins and Buy Up	29.85
			Short Term Disability Ins	33.30
			Short Term Disability Ins	33.30
		OPTUM BANK INC	HSA Family/Dep. Contributi	337.50
		SHURTS, TORRYN	GFOA CONF MILEAGE REIMB-SH	100.50
			TOTAL:	8,625.45
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	105.58
			Medicare	24.69
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.99
			Retirement 401	105.98
		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	75.00
			TOTAL:	1,648.48
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		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	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRADBURY, COLE	IMLA CONFERENCE REIMB-BRAD	257.47
			MILEAGE REIM MMA CONF-BRAD	16.08
			TOTAL:	2,928.07
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			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
		INTERNAL REVENUE SERVICE	FICA	614.77
			Medicare	143.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	307.77
			Retirement 401	615.56
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	313.91
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	29.08
			Group Life Ins and Buy Up	29.08
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	6,644.77
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	55.09
			Medicare	12.88
			TOTAL:	67.97
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	578.02
			Medicare	135.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	281.39
			Retirement 401	562.79
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	136.54
			PARK ELECTRIC SIGN 11/12/2	51.43
		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	5.26
			Group Life Ins and Buy Up	22.23
			Group Life Ins and Buy Up	22.23
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	150.00
			TOTAL:	4,397.81
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	252.34
			Medicare	59.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	125.45
			Retirement 401	250.92
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		ONE TIME VENDOR SPORTSENGINE INC DBA N	VOLUNTEER BACKGROUND CHECK	46.00
			TOTAL:	2,792.06
Overhead	General Fund	AIRESPRING INC	INTERNET CONNECTIONS 12/20	788.68
		MARCO	CH COPIER LEASE 10/26-11/2	362.78
			TOTAL:	1,151.46
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	396.00
			Dental Insurance Premiums	396.00
			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	5,811.60
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
		INTERNAL REVENUE SERVICE	FICA	4,104.11
			FICA	5,205.00
			Medicare	959.82
			Medicare	1,217.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,844.13
			Retirement 401%	2,211.87
			Retirement 401	4,094.90
			Retirement 401	5,037.07
		AT&T MOBILITY-CELLS	POLICE FN AIRCARDS	1,031.00
			POLICE DEPT CELL PHONES	760.69
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33
			Group Dependent Life Ins	20.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	206.90
			Group Life Ins and Buy Up	206.90
			Short Term Disability Ins	199.80
			Short Term Disability Ins	199.80
		CAPITAL ONE, N.A.	FLEA AND TICK TREATMENT	34.98
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,125.00
		MARCO	PD COPIER LEASE 10/26-11/2	206.54
			TOTAL:	55,003.09
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			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
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	1,005.92
			FICA	1,533.69
			Medicare	235.27
			Medicare	358.68
		MISSIONSQUARE RETIREMENT	Retirement 401%	338.42
			Retirement 401%	445.19
			Retirement 401	864.13
			Retirement 401	1,269.99
		AT&T INTERNET/IP SERVICES	911 INTERNET 11/11/24	408.81
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.65
		MEDICAL PRIORITY CONSULTANTS INC	MPDS BCKP LIC 11/2024-10/2	147.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	29.86
			Group Life Ins and Buy Up	29.86
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	12,261.63
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
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	75.00
			TOTAL:	2,003.27
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	366.60
			Medicare	85.74
		MISSIONSQUARE RETIREMENT	Retirement 401%	180.54
			Retirement 401	361.08
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	136.95
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	20.77
			Group Life Ins and Buy Up	20.77
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,398.59
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	336.55
			Medicare	78.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	108.64
			Retirement 401	332.26
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.54
		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	75.00
		AIRESRING INC	INTERNET CONNECTIONS 12/20	3,886.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BCN TELECOM INC TBS	DEC ELEVATOR PHONE	152.84
			TOTAL:	6,480.82
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	11.97
			Dental Insurance Premium	11.97
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	139.00
			Health Insurance Contribut	139.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		MO DEPT OF REVENUE	State Withholding	405.89
		INTERNAL REVENUE SERVICE	Fed WH	822.27
			FICA	939.73
			Medicare	219.78
		MISSIONSQUARE RETIREMENT	Retirment 457 &	673.20
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	49.94
			American Fidelity	49.94
			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	25.12
			Group Life Ins and Buy Up	25.12
		OPTUM BANK INC	HSA Contribution	12.37
			HSA Family/Dep. Contributi	47.07
			TOTAL:	4,206.25
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	11.97
			Dental Insurance Premium	11.97
			Health Insurance Contribut	381.71
			Health Insurance Contribut	381.71
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,459.22
			Health Insurance Contribut	1,459.22
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		INTERNAL REVENUE SERVICE	FICA	939.73
			Medicare	219.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	352.53
			Retirement 401	787.25
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	601.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LONG IV, ROBERT W	MILEAGE REIMB - R.LONG	15.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	26.96
			Group Life Ins and Buy Up	26.96
			Short Term Disability Ins	49.36
			Short Term Disability Ins	49.35
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 10/10-11/10	337.68
		CAPITAL ONE, N.A.	BOTTLED WATER	10.72
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 11/26-12/	41.34
		OPTUM BANK INC	HSA Contribution	12.38
			HSA Family/Dep. Contributi	325.50
		BULLOCK, GALE	MULTI TOOL	64.99
			MILEAGE REIMB - G.BULLOCK	4.38
		MARCO	PW COPIER LEASE 10/26-11/2	68.84
		WALLIS, MATTHEW	MO CGA SUMMIT MEALS - WALL	100.00
		SULLIVAN, JAMES	MO CGA SUMMIT MEALS -SULLI	100.00
		HERNANDEZ, DERRICK	MO CGA SUMMIT MEALS-HERNAN	100.00
		HARRIS, HUNTER	MO CGA SUMMIT MEALS - HARR	100.00
			TOTAL:	11,221.99
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	12.06
			Dental Insurance Premium	12.06
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		MO DEPT OF REVENUE	State Withholding	476.55
		INTERNAL REVENUE SERVICE	Fed WH	1,203.55
			FICA	950.17
			Medicare	222.21
		MISSIONSQUARE RETIREMENT	Retirement 457 &	691.45
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	184.88
			American Fidelity	184.88
			American Fidelity	84.28
			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	7.75
			Group Life Ins and Buy Up	7.75
			Group Life Ins and Buy Up	0.77
			Group Life Ins and Buy Up	0.77
		OPTUM BANK INC	HSA Contribution	121.40
			HSA Family/Dep. Contributi	105.63
			TOTAL:	5,362.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	12.06
			Dental Insurance Premium	12.06
			Health Insurance Contribut	671.58
			Health Insurance Contribut	671.58
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			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	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		GOEHRI, GEORGE	DEC INSURANCE PREMIUM	71.70
		INTERNAL REVENUE SERVICE	FICA	950.16
			Medicare	222.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	422.43
			Retirement 401	951.65
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	407.28
		AMEREN MISSOURI	6186 FIRE ST WELL 10/28-11	3,847.75
			LK RD 54-59 WELL 10/27-11/	61.19
			SWISS VLG WELL 10/27-11/28	564.84
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.56
			Group Dependent Life Ins	3.56
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	33.72
			Group Life Ins and Buy Up	33.72
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
		CAPITAL ONE, N.A.	BOTTLED WATER	10.72
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 11/26-12/	41.34
		OPTUM BANK INC	HSA Contribution	87.75
			HSA Family/Dep. Contributi	324.75
		MARCO	PW COPIER LEASE 10/26-11/2	68.84
		JUSTIN MALONE	MO CGA SUMMIT MEALS - MALO	100.00
		HAMEL, KEVIN	MO CGA SUMMIT MEALS - HAME	100.00_
		POSTMASTER	NOV UTILITY BILL POSTAGE	625.00
			TOTAL:	16,497.19
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	38.97
			Dental Insurance Premium	38.97
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	State Withholding	634.56
		INTERNAL REVENUE SERVICE	Fed WH	1,657.02
			FICA	1,444.27
			Medicare	337.79
		MISSIONSQUARE RETIREMENT	Retirment 457 &	620.90
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.08
			American Fidelity	30.08
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		OPTUM BANK INC	HSA Contribution	112.38
			HSA Family/Dep. Contributi	253.13
			TOTAL:	6,113.65
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	38.97
			Dental Insurance Premium	38.97
			Health Insurance Contribut	1,242.71
			Health Insurance Contribut	1,242.71
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.99
			Health Insurance Contribut	1,452.99
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	1,444.28
			Medicare	337.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	485.76
			Retirement 401	1,424.85
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	854.32
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	6,753.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.78
			Group Dependent Life Ins	6.78
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	62.02
			Group Life Ins and Buy Up	62.02
			Short Term Disability Ins	71.48
			Short Term Disability Ins	71.49
		MCKINNEY, GREGORY	MO CGA SUMMIT MEALS - MCKI	100.00
		CAPITAL ONE, N.A.	BOTTLED WATER	10.72
			WALKIE TALKIES	89.00
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 11/26-12/	41.33
		OPTUM BANK INC	HSA Contribution	124.87
			HSA Family/Dep. Contributi	324.75
		MARCO	PW COPIER LEASE 10/26-11/2	68.85
		LYBYER, SPENCER	MO CGA SUMMIT MEALS - LYBY	100.00
		LAUDICK, JOSHUA	MO CGA SUMMIT MEALS - LAUD	100.00
		POSTMASTER	NOV UTILITY BILL POSTAGE	625.00
			TOTAL:	21,791.54

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
		MO DEPT OF REVENUE	State Withholding	500.00
			State Withholding	816.00
		INTERNAL REVENUE SERVICE	Fed WH	1,494.09
			Fed WH	2,423.04
			FICA	1,211.42
			FICA	1,436.81
			Medicare	283.32
			Medicare	336.02
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirment 457 &	365.35
			Retirment 457 &	514.89
		AMERICAN FIDELITY ASSURANCE COMPANY	Loan Repayments	188.62
			American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
		OPTUM BANK INC	American Fidelity	128.77
			HSA Contribution	8.33
		FABER AND BRAND, LLC	HSA Family/Dep. Contributi	245.82
			Case #17L6-AC01037-01	383.17
			TOTAL:	11,686.10
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	1,211.42
			FICA	1,436.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	283.32
			Medicare	336.02
		MISSIONSQUARE RETIREMENT	Retirement 401%	327.68
			Retirement 401%	462.74
			Retirement 401	1,029.25
			Retirement 401	1,390.45
		AT&T MOBILITY-CELLS	AMB FN AIRCARDS	88.48
			AMB DEPT CELL PHONES	47.65
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE REIMBURSEMEN	3,124.62
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	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	225.00
			TOTAL:	15,729.38
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	242.20
			State Withholding	268.00
		INTERNAL REVENUE SERVICE	Fed WH	466.63
			Fed WH	518.04
			FICA	476.24
			FICA	452.01
			Medicare	111.38
			Medicare	105.71
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.28
			Retirment 457 &	43.92
			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	153.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				TOTAL: 3,768.56
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
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RUNWAY LTS 10/27-11/26	38.48
			AP FIREHOUSE 10/27-11/26/2	117.15
		INTERNAL REVENUE SERVICE	FICA	476.24
			FICA	452.01
			Medicare	111.38
			Medicare	105.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.27
			Retirement 401%	43.92
			Retirement 401	456.07
			Retirement 401	437.42
		DISH NETWORK	SERV 11/29-12/28/24	99.11
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.83
		AIRNAV, LLC	LCF LOGO RNWL 10/2024-09/2	242.00
		S & W PROPANE INC	850 GAL PROPANE	1,572.50
		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
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
				TOTAL: 9,565.91
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	68.80
			State Withholding	101.00
		INTERNAL REVENUE SERVICE	Fed WH	302.80
			Fed WH	367.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	262.45
			FICA	289.06
			Medicare	61.37
			Medicare	67.60
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirement 457 &	14.60
			Retirement 457 &	21.70
			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:	2,119.30
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 10/27-11/26/2	46.27
			GG TBLC EXT D 10/27-11/26/	189.62
			GG AIRPORT SHOP 10/27-11/2	30.59
			957 AIRPORT RD 10/27-11/26	12.16
			GG AP TBLC EXT D 10/27-11/	27.37
			GG AP HANGAR 10/27-11/26/2	15.87
			GG AP SLEEPY 10/27-11/26/2	97.35
		INTERNAL REVENUE SERVICE	FICA	262.45
			FICA	289.06
			Medicare	61.37
			Medicare	67.60
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.26
			Retirement 401%	21.70
			Retirement 401	264.63
			Retirement 401	279.74
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.83
		AIRNAV, LLC	GG LOGO RNWL 10/2024-09/20	242.00
		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
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	5,679.53

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

10	General Fund	195,633.71
20	Transportation	15,428.24
30	Water Fund	21,234.87
35	Sewer Fund	27,280.19
40	Ambulance Fund	27,415.48
45	Lee C. Fine Airport Fund	13,334.47
47	Grand Glaize Airport Fund	7,798.83

GRAND TOTAL: 309,375.79

TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAME PLATE - M.BEAN &T.JEN	52.20			
			NAME PLATE - M.DAY	25.10			
			LAKE SUN LEADER 81525 & 1586450	NOTICE - VETERANS MEMORIAL	110.25		
			CINTAS CORPORATION	CH FLOOR MATS	113.18		
			STAPLES BUSINESS ADVANTAGE	FOAM CUP & COFFEE	91.72		
			TRASH BAGS	19.06			
			DESK CALENDAR	8.19			
			PAPER TWLS AND COFFEE	67.77			
			MULTIFLD TWLS, TRASH BAGS,	262.39			
			AMAZON CAPITAL SERVICES INC	FLASHLIGHT BULB	19.58		
		TOTAL:	769.44				
		Parks	General Fund	MAGRUDER LIMESTONE CO INC	PARKS - 1" MINUS, 1" CLEAN	731.54	
					LAURIE TENT & EVENT RENTAL LLC	PORTABLE TOILET - DECEMBER	85.00
LAND DIVISIONS	CITY PARK SLOPE STABILIZAT				39,900.00		
TOTAL:	40,716.54						
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PREEMPLOYMENT TESTING	50.00			
			VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	82.00		
			PRE EMPLOYMENT SCREENING	175.00			
		TOTAL:	307.00				
Overhead	General Fund	LAKE SUN LEADER 81525 & 1586450	NOTICE - BANKING SERVICES	106.05			
			PITNEY BOWES GLOBAL	LEASE PAYMENT 9/30-12/29/2	438.81		
		TOTAL:	544.86				
Police	General Fund	PURCELL TIRE & RUBBER CO	PD 29 - TIRE REPLACEMENT	681.16			
			THE FINISHING TOUCH COMPANY	PD 25 VEHICLE LETTERING	590.00		
			LEON UNIFORM CO INC	UNIFORM - H.VERNON	1,125.00		
			UNIFORM - S.RINER	1,125.00			
			UNIFORM PANTS	178.00			
			LAKE CLEANERS INC	UNIFORM CLEANING - MORLEY	7.00		
			MARELLY LEASING	AED AND CASE	4,189.68		
			HEDRICK MOTIV WERKS LLC	OIL CHANGE - 13 PD INTERCE	90.00		
			DRIVE BELT & FAN REPLACE P	456.56			
			WATER PUMP REPLCMNT - PD 1	202.17			
		ALPHAGRAPHS OF OSAGE BEACH	OIL CHNGE & MARKER BULB RP	134.79			
			OIL CHANGE PD 20	90.00			
			REPLACE COOLANT RESERVOIR	277.22			
			BUSINESS CARDS - C.LAIDLAW	44.50			
			CREDIT FOR TONER RETURN	105.39			
			BLACK TONER	105.39			
			PENS, PAPER, LEGAL PADS, E	240.83			
			TOTAL:	9,431.91			
			911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 12/1-12/3	4,065.00
						TOTAL:	4,065.00
Engineering	General Fund	BARTLETT & WEST INC			LAKEPORT PLAN 10/26-11/22/	1,395.75	
			TOTAL:	1,395.75			
Information Technology	General Fund	BEISHIR LOCK & SECURITY	MX ON DNA FUSION	321.00			
			AMAZON CAPITAL SERVICES INC	LAPTOP STAND	49.28		
		PHONE CHARGING BRICKS	25.59				
		TOTAL:	395.87				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Economic Development	General Fund	RP LUMBER INC	TRIM NAILS	12.99
		CIVIC PLUS	3 WEB BUTTONS	320.00
			TOTAL:	332.99
Transportation	Transportation	MO ONE CALL SYSTEM INC	NOV LOCATE FEES	32.40
		O'REILLY AUTOMOTIVE STORES INC	ADAPTER AND CONNECTOR	38.98
			FUSE - TRUCK #66	21.99
			LED LIGHT	39.98
			RELAY - LEAF VAC	11.33
			RELAY - LEAF VAC	11.33
			FUEL FILTER	9.96
			FUEL FILTER, HOSE & GASKET	68.07
			RELAY - LEAF VAC	11.33
		DULLE OVERHEAD DOORS INC	GARAGE DOOR SERVICE CALL	64.38
		CORE & MAIN LP	BLUE LOCATOR FLAGS	120.00
		MAGRUDER LIMESTONE CO INC	4-6" CLEAN, 1" MINUS	1,323.32
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	246.16
			TRANS DEPT FLOOR MATS	14.11
			TRANS DEPT UNIFORMS	246.16
			TRANS DEPT FLOOR MATS	14.11
		MEYER ELECTRIC CO INC	REPAIR SIGNAL - NICHOLS RD	729.00
		AMAZON CAPITAL SERVICES INC	STEEL TOE BOOTS - H.HARRIS	253.34
			IGNITION KEY	21.79
			HEARING PROTECTION - H.HAR	49.99
			HI VIS JACKET&HOODIE - HAR	72.98
			TRASH BAGS	12.15
		ENGINEERING SURVEYS & SERVICES LLC	HWY 42 SDWLK ENG-PRJCT G16	3,790.90
		CUBIC ITS, INC	GRIDSMART SIGNAL - OUTLET	18,245.00
			TOTAL:	25,448.76
Water	Water Fund	MO ONE CALL SYSTEM INC	NOV LOCATE FEES	32.40
		O'REILLY AUTOMOTIVE STORES INC	OIL	391.49
			OIL, FILTERS, HYDRAULIC OI	1,749.17
		LAKE SUN LEADER 81525 & 1586450	NOTICE- WELL HOUSE REPAIR	324.80
		POSTMASTER	DEC UTILITY BILL POSTAGE	625.00
		DULLE OVERHEAD DOORS INC	GARAGE DOOR SERVICE CALL	64.38
		CORE & MAIN LP	HYDRANT REBUILD KITS - CLO	9,976.80
			HYDRANT REBUILD KITS - CLO	9,976.80
			HYDRANT REBUILD KITS - MUE	8,503.35
			HYDRANT REBUILD KITS - MUE	8,503.35
			COUPLERS	1,258.76
			MANHOLE HOOK	91.48
			BLUE LOCATOR FLAGS	120.00
			FLANGE, BUSHING AND CPLNG	351.47
			METAL BLADE	205.60
		SOUTHWEST STONE SUPPLY INC	GEO FABRIC	1,754.44
		CINTAS CORPORATION	WATER DEPT UNIFORMS	230.67
			WATER DEPT FLOOR MATS	14.12
			WATER DEPT UNIFORMS	230.67
			WATER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	SWEATSHIRTS - C.DEVORE	64.99
			SWEATSHIRTS - K.HAMEL	64.99
			SWEATSHIRTS - K.HAMEL	64.99
			TRASH BAGS	12.15
			SWEATSHIRT - LUTTRELL	89.95
			SWEATSHIRT - MALONE	69.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SWEATSHIRT - WRIGHT	38.99
		REEVES-WIEDEMAN COMPANY	SAW BLADES	1,317.58
			TOTAL:	46,142.50
		AMOS SEPTIC SERVICE INC		
Sewer	Sewer Fund	MO ONE CALL SYSTEM INC	STATION PUMP OUTS	4,262.50
		HORNER & SHIFRIN INC	NOV LOCATE FEES	32.40
		MUNICIPAL EQUIPMENT CO	MARGARITAVILLE SWR RELOCAT	2,906.50
			DUPLEX RISER	1,112.80
			REPLACEMENT HIGHTIDE BOARD	914.60
		KNAPHEIDE TRUCK INC	REPLACEMENT SEWER PUMPS	32,512.50
		CONSOLIDATED ELECTRICAL DISTR, INC	CHASSIS REPAIR CRANE #6727	420.00
			COBBLESTONE ELECTRIC	8.61
		POSTMASTER	HIGHTIDE INSTALLS	385.70
		DULLE OVERHEAD DOORS INC	DEC UTILITY BILL POSTAGE	625.00
		CORE & MAIN LP	GARAGE DOOR SERVICE CALL	64.39
			VALVE RISER CHERRY BLOSSOM	43.69-
			STAINLESS STEEL FITTINGS-S	2,401.25
			CORE & MAIN LP	72.40
			BLUE LOCATOR FLAGS	120.00
		HEDRICK MOTIV WERKS LLC	STOCK AND REPLUMB AT 22-4	1,327.10
		CINTAS CORPORATION	FUSE REPLCMT- PUMP TRUCK 9	85.00
			SEWER DEPT UNIFORMS	274.51
			SEWER DEPT FLOOR MATS	14.12
			SEWER DEPT UNIFORMS	326.55
		AMAZON CAPITAL SERVICES INC	SEWER DEPT FLOOR MATS	14.12
		CENTRAL MO ALL SERVICE PLUMBING	TRASH BAGS	12.15
		REEVES-WIEDEMAN COMPANY	62 TALL CEDAR - CAMERA JOB	1,135.00
			TALL CEDAR REPAIR	436.86
			WALKERS CAY JETTER HOOKUP	36.74
		AESTHETIX ELECTRIC	CREDIT FOR DUAL RATED PIPE	94.90-
			HERON BAY 56-2	13,395.00
			LAZY DAYS PANEL 62-3	13,359.00
		NICK'S TRUE VALUE HARDWARE	CAPE ROYAL ADD-A-PHASE	3,285.00
		CAS DATALOGGERS	PARTS - HIGHTIDE INSTALL	53.26
			ODALOG REPAIRS	824.77
			TOTAL:	80,279.24
		LEON UNIFORM CO INC		
		DOUGLAS G WILSON DO PC		
		LIFE-ASSIST, INC.	NOV MEDICAL DIRECTOR SVC	1,000.00
			MEDICLA SUPPLIES	297.00
			MEDICAL SUPPLIES	1,138.88
			TOTAL:	2,505.88
Lee C. Fine Airport	Lee C. Fine Airpor	S & W PROPANE INC	REPLACE GASKET ON FUEL GAU	75.00
			TOTAL:	75.00
Grand Glaize Airport	Grand Glaize Airpo	O'REILLY AUTOMOTIVE STORES INC	BATTERY	169.01
			BATTERY	331.97
			BATTERY AND CORE RETURN	353.97-
		STAPLES BUSINESS ADVANTAGE	GG TONER	44.60
			TOTAL:	191.61

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

10	General Fund	57,959.36
20	Transportation	25,448.76
30	Water Fund	46,142.50
35	Sewer Fund	80,279.24
40	Ambulance Fund	2,505.88
45	Lee C. Fine Airport Fund	75.00
47	Grand Glaize Airport Fund	191.61

GRAND TOTAL: 212,602.35

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Bill 24-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Water Main Loop - Golfview Lane to Nichols Road Project for an amount not to exceed \$377,354.00. *Second Reading*

Requested Action:

Second Reading of Bill #24-82

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:

Not Applicable

Budgeted Item:

Yes, this project is budgeted in FY 2025.

Budget Line Information (if applicable):

Budget Line Item/Title:

FY2025 Budgeted Amount: \$400,000

FY2025 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2025 Available: \$400,000

FY202X Requested Amount: \$377,354

Department Comments and Recommendation:

The scope of work for the Water Main Loop – Golfview Lane to Nichols Road project includes constructing approximately 2,927 lineal feet of 8-inch diameter C900 DR14 PVC water main, associated flush hydrants, fire hydrants, valves, fittings, and connection to existing water mains. This project is a much-needed start at the redundancies the water supply system needs to make sure that a single main break does not shut off water to a certain section of the City. The Engineer's Estimate for this project was for \$450,650.00. This being the lowest bid at \$377,354.00 brings this project

in significantly under the estimate. The City has done business with this contractor numerous times.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-82 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24-82

ORDINANCE NO. 24.82

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING LLC FOR THE WATER MAIN LOOP-GOLFVIEW LANE TO NICHOLS ROAD PROJECT FOR AN AMOUNT NOT TO EXCEED \$377,354.000.

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 Four Seasons Plumbing LLC. under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Three Hundred Seventy-Seven Thousand Three Hundred Fifty-Four Dollars. (\$377,354.00)

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: December 5, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.82 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. 24.82.

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 _____ a _____ of _____ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Water Main Loop – Golfview Lane to Nichols Road

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 Sixty (60) 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.

Water Main Loop - Golfview Lane to Nichols Road

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID FORM

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

Four Seasons
Plumbing

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 October 23, 2024
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.

TOTAL BID IN WRITING: three hundred twenty-seven thousand, three hundred
fifty-four dollars

(See next page for Bid Form)

Water Main Loop – Golfview Lane to Nichols Road

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	8837. ⁰⁰	8837.00
2	Clearing and Grubbing	AC	0.5	31742. ⁰⁰	31742.00
3	8-inch dia. C900 DR14 Class 305 PVC Water Main (Open Trench Installation)	LF	2,339	59.49	139,152. ⁰⁰
4	8-inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Open Trench Installation)	LF	343	125.03	42888. ⁰⁰
5	8-inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Bore Installation)	LF	175	215.76	37,758. ⁰⁰
6	8-inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Through Encasement)	LF	70	56.14	3930. ⁰⁰
7	12-inch dia. Steel Encasement (Bore Installation Under Nichols Road)	LF	65	238.35	15493. ⁰⁰
8	8-inch dia. 45° M.J. Bend	EA	7	544. ⁰⁰	3808. ⁰⁰
9	8-inch dia. 22.5° M.J. Bend	EA	2	527. ⁰⁰	1054. ⁰⁰
10	8-inch dia. 11.25° M.J. Bend	EA	2	504. ⁰⁰	1008. ⁰⁰
11	Flush Hydrant Assembly	EA	3	6315. ⁰⁰	18,945. ⁰⁰
12	Fire Hydrant Assembly	EA	1	7867. ⁰⁰	7867. ⁰⁰
13	Detail "A" (STA. 0+00)	LS	1	5834. ⁰⁰	5834. ⁰⁰
14	Detail "B" (STA. 29+27)	LS	1	6311. ⁰⁰	6311. ⁰⁰
15	Compacted Granular Backfill	Ton	5	139. ⁰⁰	695. ⁰⁰
16	Asphalt Pavement Repair	SY	4	262.50	1050. ⁰⁰
17	Erosion Control	LS	1	460. ⁰⁰	460. ⁰⁰
18	Finish Grading and Seeding	AC	0.62	23578. ⁰⁰	23578. ⁰⁰
19	Class "B" Rock Excavation	CY	217	32. ⁰⁰	6944. ⁰⁰
20	Force Account	LS	1	\$20,000.00	20,000.00
Total Base Bid:					377,354. ⁰⁰

Addition Unit Pricing:

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	8-Inch dia. C900 DR14 Restrained Joint PVC Water Main, Directional Bore Installation Through Solid Rock	LF	345.74

Water Main Loop – Golfview Lane to Nichols Road

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 1125 Industrial Dr
Osage Beach, MO 65065 this 31st day of October, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: 
Signature and Title

PAULA A YOST
Typed or Printed Name

Doing Business As Four Seasons Plumbing
Name of Firm

Business Address of Bidder: 1125 Industrial Dr
Osage Beach, MO 65065
Telephone No. 573-348-2093

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

PAULA A YOST

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Brittany Yost

Typed or Printed Name

Business Address of Bidder:

1125 Industrial DR
Osage Beach, MO 65065

Telephone No. 573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Paula A Yost

1125 Industrial DR Osage Beach, MO 65065

Secretary

Brittany Yost

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

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

- a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
St. Montz Pressure Sewer Lift Station	19		\$750,000
Margaretville Lift Station	18		\$125,000
City Park Irrigation	24		\$190,000

- b. List of equipment available for this job.

Excavator	Compactor
Service Truck	Broom
Dump Truck	Directional Drill
Skidsteer	

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

<u>(Name)</u>	<u>(Type of Work)</u>
Drill Tech	Directional Drilling

This report is an integral part of the proposal.

Dated October 31, 2024
 By [Signature]
 Title Secretary

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

CERTIFICATION OF BIDDER

Bidder's Name Four Seasons Plumbing
Address 1125 Industrial Dr Osage Beach, MO
Internal Revenue Service Employer Identification Number 04-3653085

1. Participation in a previous contract or subcontract

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

2. Dollar amount of bid \$ 377,354.

3. Anticipated performance period 44 days.

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

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

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

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

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

Water Main Loop – Golfview Lane to Nichols Road

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

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

c. Certification of Non segregated Facilities

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

REMARKS:

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

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

Paula A Yost
Signature

10/31/2024
(Date)

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

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

Drill Tech
Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name Drill Tech

Address 775 E Morgan St Hipton, MO 65041

Internal Revenue Service Employer Identification Number 431464430

1. Participation in a previous contract or subcontract

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

2. Dollar amount of proposed subcontract \$ 36,375.

3. Anticipated performance period 6.

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

5. Non segregated Facilities

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

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

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

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

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

REMARKS:

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

Paula August owner
(Name and Title of Signer - type written)

Paula August
Signature

10/31/2024
(Date)

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

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Sow Seasons Plumbing, a corporation X, individual _____, partnership _____, joint venture _____, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of MO, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of eighteen thousand, eight hundred sixty-eight Dollars (\$ 18,868), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **WATER MAIN LOOP – GOLFVIEW LANE TO NICHOLS ROAD** covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

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

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

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

Water Main Loop – Golfview Lane to Nichols Road

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

n/a

Signed and sealed this 31st day of October, 20 24

WITNESS:

[Signature]

BIDDER: (Print Full Name)

By: [Signature]

Name & Title: PAULA A YOST

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

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

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

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

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

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

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

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

Four Seasons Plumbing
Name of the Bidding Entity

(Corporate Seal)

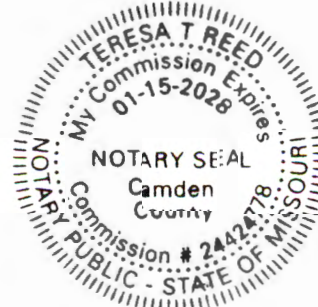
**VERIFICATION
(BIDDER)**

STATE OF Missouri)
COUNTY OF Camden) SS

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

Subscribed and sworn before me on this 31 day of October, 2024.

Notary Public Teresa Reed
My Commission Expires: January 15, 2028



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

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

State of Missouri)

)ss

County of Camden)

On this 31st day of October, 2024, before me appeared Paula A Yost, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula A Yost, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the owner of Four Seasons Plumbing, LLC and I am duly authorized
(Position) (Name of Business Entity)

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

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

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

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

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

Paula A Yost
Affiant Signature

Subscribed and sworn to before me this 31 day of October, 2024.

Teresa Reed
Notary Public

My Commission Expires: January 15, 2028 Seal:



AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of OCTOBER, 2024, by and between the City of Osage Beach, Party of the First Part and hereinafter called the Owner, and Paula Moss a Four Seasons Plumbing Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

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

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

Water Main Loop – Golfview Lane to Nichols Road

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 Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Four Seasons Plumbing
Contractor, Party of the Second Part

By Paula Yost
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

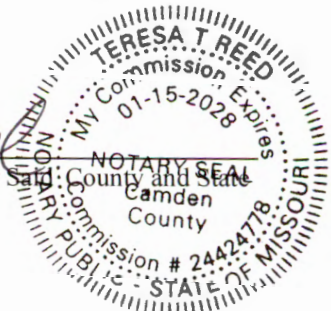
STATE OF Missouri
COUNTY OF Camden

On This 31st day of October, 2024, before me appeared Paula Yost
to me personally known who, being by me duly sworn, did say that he is the owner of
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said Paula Yost acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: January 15, 2028

Teresa Reed
Notary Public Within and For Said County and State



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Paula A Yost, owner

Four Seasons Plumbing

(Name of Contractor)

1123 Industrial Dr Osage Beach, mo 65065

(Address of Contractor)

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

5% of total bid (\$18,868.00)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER in the total aggregate penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 31st day of OCTOBER, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Water Main Loop – Golfview Lane to Nichols Road

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

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

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

INSURANCE CERTIFICATION

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

Re: Insurance Coverage During Work On the
Water Main Loop – Golfview Lane to Nichols Road
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

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

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

**Certificate
Included.*



FOURSEA-02

RTADSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Candy L. Horn	
	PHONE (A/C, No, Ext): (573) 606-8241 FAX (A/C, No): (573) 636-7500	
	E-MAIL ADDRESS: Candy.Horn@Winter-Dent.com	
INSURED Four Seasons Plumbing, LLC 1125 Industrial Dr Osage Beach, MO 65065	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	60503605	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	60503605	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			60503605	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	60503605	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Osage Beach does not waive or intend to waive any sovereign immunity or official immunity provided to the City of Osage Beach or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. This certificate of insurance issued naming the City of Osage Beach as an additional insured is not a waiver, and is not intended to waive, any immunity, sovereign, official or otherwise. We acknowledge that this coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to the City of Osage Beach or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bid Tabulation
Water Main Loop - Golfview Lane to Nichols Road
Project No. LOR24-276
October 31, 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		Four Season Plumbing		MMLC		Don Schneiders	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits	LS	1	\$75,000.00	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,837.00	\$ 8,837.00	\$ 27,000.00	\$ 27,000.00	\$ 45,071.00	\$ 45,071.00
2	Clearing and Grubbing	AC	0.5	\$10,000.00	\$ 5,000.00	\$ 25,000.00	\$ 12,500.00	\$ 31,742.00	\$ 31,742.00	\$ 31,000.00	\$ 15,500.00	\$ 57,216.00	\$ 28,608.00
3	8-Inch dia. C900 DR14 Class 305 PVC Water Main (Open Trench Installation)	LF	2,339	\$70.00	\$ 163,730.00	\$ 65.00	\$ 152,035.00	\$ 59.49	\$ 139,152.00	\$ 105.00	\$ 245,595.00	\$ 85.34	\$ 199,610.26
4	8-Inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Open Trench Installation)	LF	343	\$90.00	\$ 30,870.00	\$ 88.00	\$ 30,184.00	\$ 125.03	\$ 42,888.00	\$ 122.00	\$ 41,846.00	\$ 118.29	\$ 40,573.47
5	8-Inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Bore Installation)	LF	175	\$100.00	\$ 17,500.00	\$ 187.00	\$ 32,725.00	\$ 215.76	\$ 37,758.00	\$ 222.00	\$ 38,850.00	\$ 200.82	\$ 35,143.50
6	8-Inch dia. Restrained Joint C900 DR14 Class 305 PVC Water Main (Through Encasement)	LF	70	\$100.00	\$ 7,000.00	\$ 136.00	\$ 9,520.00	\$ 56.14	\$ 3,930.00	\$ 115.00	\$ 8,050.00	\$ 93.55	\$ 6,548.50
7	12-Inch dia. Steel Encasement (Bore Installation Under Nichols Road)	LF	65	\$150.00	\$ 9,750.00	\$ 420.00	\$ 27,300.00	\$ 238.35	\$ 15,493.00	\$ 235.00	\$ 15,275.00	\$ 291.97	\$ 18,978.05
8	8-Inch dia. 45 degree MJ Bend	EA	7	\$750.00	\$ 5,250.00	\$ 700.00	\$ 4,900.00	\$ 544.00	\$ 3,808.00	\$ 700.00	\$ 4,900.00	\$ 1,248.43	\$ 8,739.01
9	8-Inch dia. 22.5 degree MJ Bend	EA	2	\$750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00	\$ 527.00	\$ 1,054.00	\$ 700.00	\$ 1,400.00	\$ 1,104.00	\$ 2,208.00
10	8-Inch dia. 11.25 degree MJ Bend	EA	2	\$750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00	\$ 504.00	\$ 1,008.00	\$ 700.00	\$ 1,400.00	\$ 1,104.00	\$ 2,208.00
11	Flush Hydrant Assembly	EA	3	\$4,000.00	\$ 12,000.00	\$ 6,000.00	\$ 18,000.00	\$ 6,315.00	\$ 18,945.00	\$ 6,300.00	\$ 18,900.00	\$ 6,813.34	\$ 20,440.02
12	Fire Hydrant Assembly	EA	1	\$5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,867.00	\$ 7,867.00	\$ 7,175.00	\$ 7,175.00	\$ 8,862.00	\$ 8,862.00
13	Detail "A" (STA. 0+00)	LS	1	\$6,550.00	\$ 6,550.00	\$ 8,000.00	\$ 8,000.00	\$ 5,834.00	\$ 5,834.00	\$ 7,250.00	\$ 7,250.00	\$ 6,174.00	\$ 6,174.00
14	Detail "B" (STA. 29+27)	LS	1	\$7,500.00	\$ 7,500.00	\$ 8,300.00	\$ 8,300.00	\$ 6,311.00	\$ 6,311.00	\$ 8,050.00	\$ 8,050.00	\$ 7,472.00	\$ 7,472.00
15	Compacted Granular Backfill	TON	5	\$20.00	\$ 100.00	\$ 75.00	\$ 375.00	\$ 139.00	\$ 695.00	\$ 75.00	\$ 375.00	\$ 192.00	\$ 960.00
16	Asphalt Pavement Repair	SY	4	\$125.00	\$ 500.00	\$ 300.00	\$ 1,200.00	\$ 262.50	\$ 1,050.00	\$ 245.00	\$ 980.00	\$ 607.50	\$ 2,430.00
17	Erosion Control	LS	1	\$7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 460.00	\$ 460.00	\$ 3,000.00	\$ 3,000.00	\$ 5,300.00	\$ 5,300.00
18	Finish Grading and Seeding	AC	0.62	\$15,000.00	\$ 9,300.00	\$ 17,000.00	\$ 10,540.00	\$ 23,578.00	\$ 23,578.00	\$ 4,500.00	\$ 2,790.00	\$ 32,548.39	\$ 20,180.00
19	Class "B" Rock Excavation	CY	217	\$300.00	\$ 65,100.00	\$ 225.00	\$ 48,825.00	\$ 32.00	\$ 6,944.00	\$ 150.00	\$ 32,550.00	\$ 293.33	\$ 63,652.61
20	Force Account	LS	1	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID					\$ 450,650.00		\$ 428,604.00		\$ 377,354.00		\$ 500,886.00		\$ 543,158.42

Additional Unit Pricing													
Item	Description	Unit	Quantity	Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)	
1	8-Inch dia. C900 DR14 Restrained Joint PVC Water Main, Directional Bore Installation Through Solid Rock	LF	-	\$375.00		\$380.00		\$345.76		\$342.00		\$299.33	

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 24-93 - An ordinance of the City of Osage Beach, Missouri adopting an annual budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, and appropriating funds pursuant thereto. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-92

Ordinance Referenced for Action:

In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1.

Deadline for Action:

Yes - Budget adoption is required prior to January 1, 2024, the beginning of the new fiscal year.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 24-93 is in correct form.

City Administrator Comments:

I recommend approval of the Fiscal Year 2025 Operating Budget as presented.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2025 and ending December 31, 2025, of which a budget summary is attached hereto as Exhibit A, is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

GOVERNMENTAL FUNDS	
General Fund	\$ 11,558,594
CIT Fund	\$ 2,022,500
Transportation Fund	\$ 8,457,862
ENTERPRISE FUNDS	
Water Fund	\$ 3,396,052
Sewer Fund	\$ 7,976,127
Ambulance Fund	\$ 1,005,228
Lee C Fine Airport Fund	\$ 6,382,108
Grand Glaize Airport Fund	\$ 674,397
COMPONENT UNITS	
Total Component Unit Expenditures	<u>\$ 1,223,700</u>
TOTAL FY2025 EXPENDITURES	<u>\$ 42,696,568</u>

Section 3. This Ordinance shall be in full force and effect January 1, 2025.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that Ordinance No. 24.93 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. 24.93.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

THE CITY OF OSAGE BEACH FY2025 OPERATING BUDGET



**City of Osage Beach
FY2025 Operating Budget**

Table of Contents

Introduction

Mission Statement -----	1
Mayor & Board of Aldermen -----	2
Organizational Charts -----	3-4

Administrative Summary

Budget Award -----	5
--------------------	---

Budget Summary

Consolidated Fund Summary – All Funds -----	6
Personnel Summary of Expenditures-----	7
Personnel Schedule 2025 Details -----	8
Personnel FTE Schedule 2021-2025 -----	9
Employee Pay Plan -----	10
O&M Summary of Expenditures – All Funds-----	11
Capital Summary of Expenditures -----	12
Capital Investment List – All Funds -----	13-15

Governmental Funds

General Fund – Fund 10

Summary -----	16-17
Revenues -----	18-19
Summary Expenditures by Category -----	20
Summary Expenditures 2021-2025 -----	21

Department Expenditures

<i>Mayor and Board of Aldermen</i> -----	22
<i>City Collector</i> -----	23
<i>City Administrator</i> -----	24
<i>City Clerk</i> -----	25
<i>City Treasurer</i> -----	26
<i>Municipal Court</i> -----	27
<i>City Attorney</i> -----	28
<i>Building Inspection</i> -----	29
<i>Building Maintenance</i> -----	30
<i>Parks and Recreation</i> -----	31
<i>Human Resources</i> -----	32
<i>Overhead</i> -----	33
<i>Police</i> -----	34
<i>911 Center</i> -----	35
<i>Planning</i> -----	36
<i>Engineering</i> -----	37
<i>Information Technology</i> -----	38
<i>Emergency Management</i> -----	39
<i>Economic Development</i> -----	40
<i>Transfer to Other Funds</i> -----	41

Capital Improvement Tax Fund (CIT) – Fund 19

Summary	42
Revenues and Expenditures	43

Transportation Fund – Fund 20

Summary	44
Revenues	45
Expenditures	46-47

Enterprise Funds**Water Fund – Fund 30**

Summary	48
Revenues	49
Expenditures	50-51

Sewer Fund – Fund 35

Summary	52
Revenues	53
Expenditures	54-55

Ambulance Fund – Fund 40

Summary	56
Revenues	57
Expenditures	58

Lee C Fine Fund – Fund 45

Summary	59
Revenues	60
Expenditures	61-62

Grand Glaize Fund – Fund 47

Summary	63
Revenues	64
Expenditures	65

Component Units – Tax Increment Financing (TIF) Districts**Component Units Fund**

Summary	66
Revenues and Expenditures	67

Supplemental Information

Glossary	68-69
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MISSION STATEMENT

Our mission is to provide superior municipal services and conduct all City business with openness and integrity; and
to be recognized as a safe and appealing place to live and work,
an employer that assists its team members in attaining their career goals,
a supportive environment to conduct business,
and a premier Lake of the Ozarks visitor destination.

Adopted and ratified by the Board of Aldermen, October 5, 2023. Readopted by the Board of Aldermen, November 17, 2024.

By our signatures affixed hereto, we the undersigned hereby adopt the Mission Statement of the City of Osage Beach and pledge to uphold it.



Michael Harmison, Mayor

Bob O'Steen
Alderman – Ward I

Kevin Rucker
Alderman – Ward I

Justin Hoffman
Alderman – Ward II

Phyllis Marose
Alderman – Ward II

Richard Ross/President of the Board
Alderman – Ward III

Celeste Barela
Alderman – Ward III

City of Osage Beach
FY2025 Operating Budget

Mayor & Board of Aldermen



Pictured above: Mayor and Board of Aldermen

Left to Right: Alderman Justin Hoffman, Alderman Kevin Rucker, Alderman Celeste Barela, Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Bob O'Steen, and Alderman Richard Ross

The Mayor of Osage Beach is the Executive Officer of the City and presides over the Board of Aldermen but only exercises voting rights in a case of a tie. The Mayor has general supervision over all the officers and affairs of the City and takes care that the City Codes, other ordinances, and State and Federal laws relating to the City are complied with. The Mayor is elected by the qualified voters of the City and holds office for two (2) years and until a successor is elected and qualified.

The Board of Aldermen, through adoption of resolutions and ordinances, prescribes and enforces rules as it may find necessary to conduct City business, as allowed by State and Federal law. The Board members are elected by the qualified voters of the City, by ward and on rotating basis, and holds office for two (2) years and until a successor is elected and qualified.

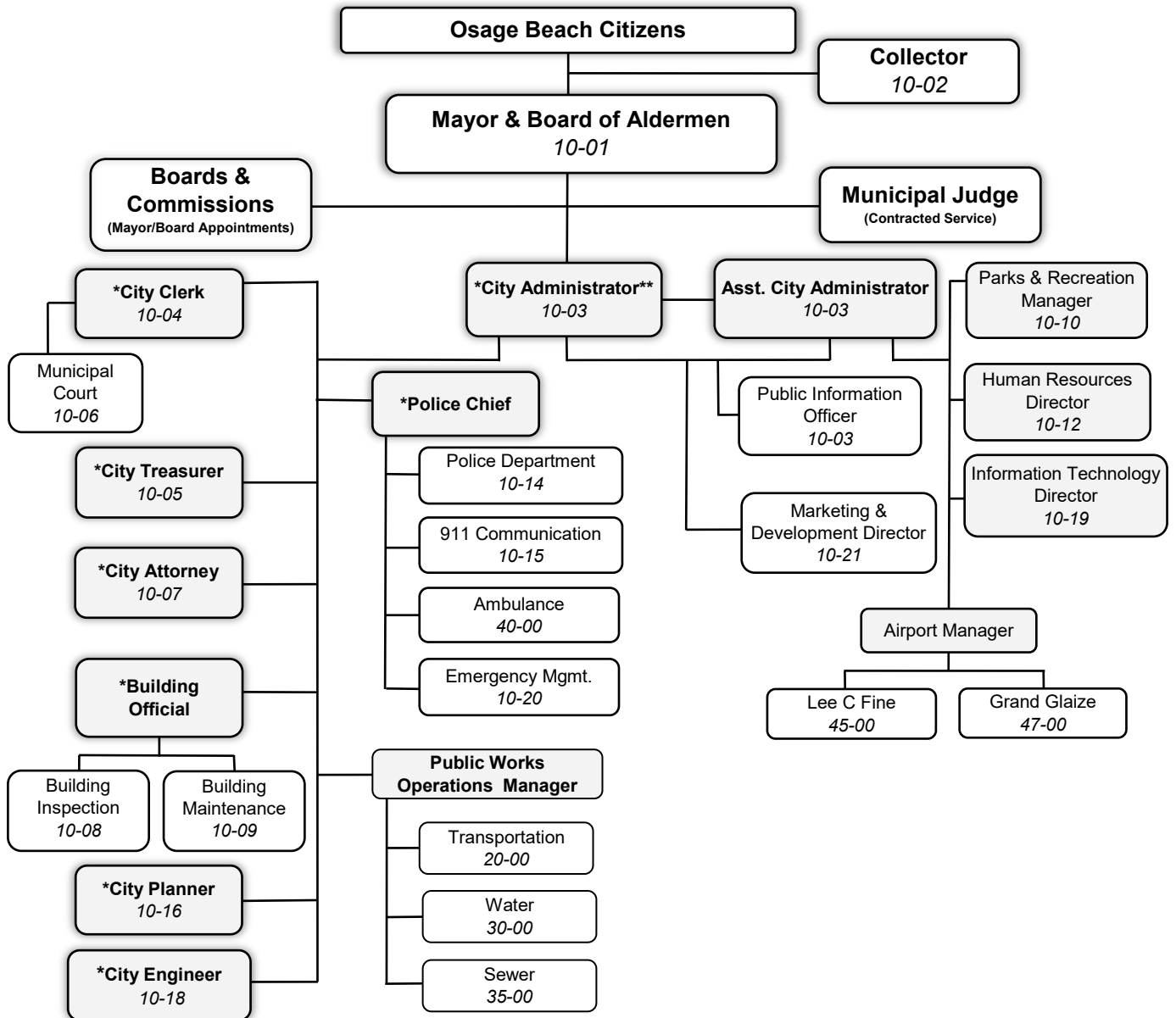
Mayor and Board of Aldermen as of December 31, 2024

Ward	Member	Term Expiration	First Elected
Mayor	Michael Harmison	April 2026	April 2022
Ward 1	Bob O'Steen	April 2025	Appointed 2020
Ward 1	Kevin Rucker	April 2026	April 2008
Ward 2	Justin Hoffman	April 2025	April 2023
Ward 2	Phyllis Marose	April 2026	April 2014
Ward 3	Richard Ross*	April 2025	April 2017
Ward 3	Celeste Barela	April 2026	April 2024

**Denotes President of the Board*

City of Osage Beach
FY2025 Operating Budget

Organizational Chart

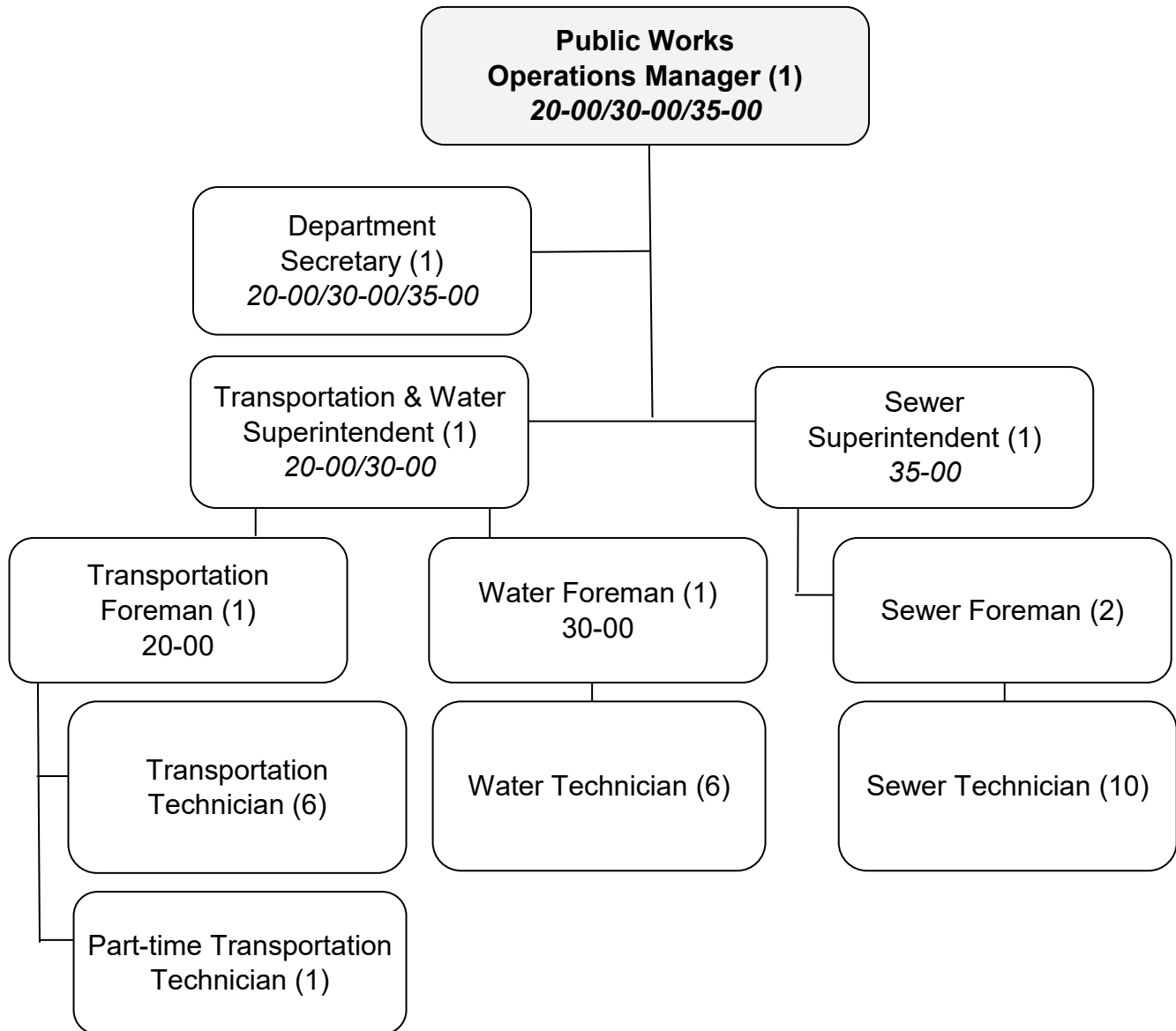


*Mayor/Board Appointed Officials of the City; generally supervised by the City Administrator; per City code Chapter 115.

**The City Administrator coordinates and supervises the operations of all departments; per City Code 115.170.

City of Osage Beach
FY2025 Operating Budget

Organizational Chart



***Mayor/Board Appointed Officials of the City;** generally supervised by the City Administrator; per City code Chapter 115.

****The City Administrator coordinates and supervises the operations of all departments;** per City Code 115.170.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Osage Beach
Missouri**

For the Fiscal Year Beginning

January 01, 2024

Christopher P. Morrell

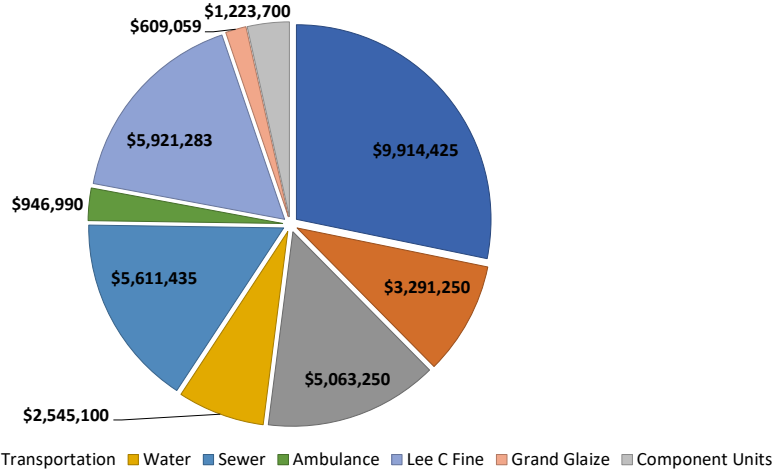
Executive Director

**City of Osage Beach
FY2025 Operating Budget**

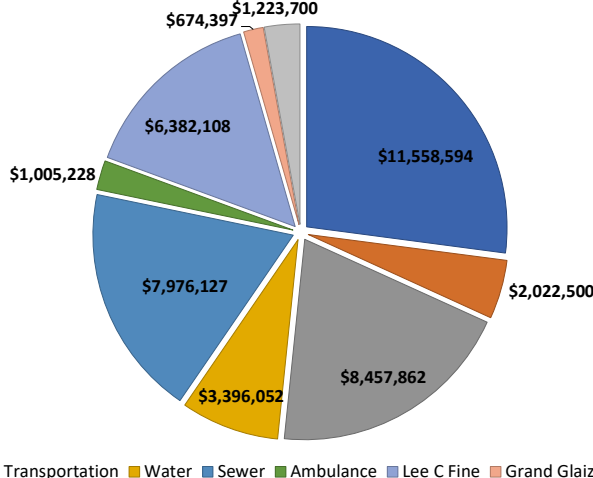
All Fund Summary

	Governmental Funds			Enterprise Funds					Component Units	TOTAL
	General	Capital Improvement Tax (CIT)	Transportation	Water	Sewer	Ambulance	Lee C Fine	Grand Glaize		
Cash & Equivalent Balance January 1, 2025	\$ 3,937,755	\$ 1,333,076	\$ 6,912,267	\$ 3,100,702	\$ 5,941,640	\$ 60,644	\$ 578,731	\$ 96,363	\$ -	\$ 21,961,178
Restricted - Fund Reserve	2,237,000	-	930,000	357,000	712,000	-	116,000	30,000	-	4,382,000
Restricted - Other	-	-	2,400,000	-	2,863,348	-	-	-	-	5,263,348
Unrestricted	1,700,755	1,333,076	3,582,267	2,743,702	2,366,292	60,644	462,731	66,363	-	12,315,830
Total Revenue	\$ 9,914,425	\$ 3,291,250	\$ 5,063,250	\$ 2,545,100	\$ 5,611,435	\$ 946,990	\$ 5,921,283	\$ 609,059	\$ 1,223,700	\$ 35,126,492
Expenditures										
Personnel Services	7,046,604	-	683,475	707,000	1,188,550	730,610	362,700	246,820	-	10,965,759
Operations & Maintenance	2,864,226	92,500	962,661	1,207,291	3,491,308	233,504	1,032,426	214,511	84,000	10,182,427
Capital Expenditures	1,182,764	-	6,274,726	1,316,911	2,974,469	41,114	4,986,982	213,066	-	16,990,032
Debt Service	-	-	-	164,850	321,800	-	-	-	1,139,700	1,626,350
Transfer to Other Funds	465,000	1,930,000	537,000	-	-	-	-	-	-	2,932,000
Total Expenditures	\$ 11,558,594	\$ 2,022,500	\$ 8,457,862	\$ 3,396,052	\$ 7,976,127	\$ 1,005,228	\$ 6,382,108	\$ 674,397	\$ 1,223,700	\$ 42,696,568
Cash & Equivalent Balance December 31, 2025	\$ 2,293,586	\$ 2,601,826	\$ 3,517,655	\$ 2,249,750	\$ 3,576,948	\$ 2,406	\$ 117,906	\$ 31,025	\$ -	\$ 14,391,102
Restricted - Policy Fund Reserve	2,237,000	-	930,000	357,000	712,000	-	116,000	30,000	-	4,382,000
Restricted - Stormwater Mitigation	-	-	50,000	-	-	-	-	-	-	50,000
Restricted - Parkway Rehab	-	-	2,400,000	-	-	-	-	-	-	2,400,000
Restricted - Sewer Plant Capacity	-	-	-	-	2,863,348	-	-	-	-	2,863,348
Unrestricted Cash	56,586	2,601,826	137,655	1,892,750	1,600	2,406	1,906	1,025	-	4,695,754

FY2025 Budgeted Revenues - All Funds



FY2025 Budgeted Expenditures - All Funds



City of Osage Beach
FY2025 Operating Budget
Summary of Personnel Expenditures All Funds

	<i>FY2024 Budget</i>	<i>FY2024 Projected Year-End</i>	<i>FY2024 Budget vs. FY2024 Projected Year-End</i>	<i>FY2025 Budget</i>	<i>FY2024 Budget vs. FY2025 Budget</i>	<i>FY2024 Projected Year-End vs. FY2025 Budget</i>
Salaries	6,218,900	5,876,603	-5.5%	6,978,788	12.2%	18.8%
Per Meeting Expense	30,800	30,600	-0.6%	48,000	55.8%	56.9%
Overtime	298,000	403,265	35.3%	417,400	40.1%	3.5%
Holiday Pay	172,850	157,802	-8.7%	212,402	22.9%	34.6%
Educational Incentive	42,750	44,891	5.0%	49,250	15.2%	9.7%
Commissions	1,000	800	-20.0%	1,000	0.0%	25.0%
Health Insurance	1,538,500	1,171,781	-23.8%	1,564,540	1.7%	33.5%
Dental Insurance	50,250	36,905	-26.6%	47,670	-5.1%	29.2%
125 Medical Reimbursement	1,750	250	-85.7%	-	-100.0%	0.0%
Employee Life Insurance	18,185	18,729	3.0%	18,845	3.6%	0.6%
Short Term Disability	19,390	17,316	-10.7%	19,553	0.8%	12.9%
Vision Insurance	11,460	7,959	-30.5%	10,712	-6.5%	34.6%
FICA/FMED	517,583	512,368	-1.0%	592,419	14.5%	15.6%
Retirement 401	603,280	564,977	-6.3%	773,225	28.2%	36.9%
Unemployment Compensation	-	4,150	n/a	5,000	n/a	n/a
Workers' Compensation	211,400	182,810	-13.5%	202,900	-4.0%	11.0%
TOTAL Personnel Expenditures	\$ 9,736,098	\$ 9,031,206	-7.2%	\$ 10,941,704	12.4%	21.2%

**City of Osage Beach
FY2025 Operating Budget**

Personnel Schedule Details FY2025

<u>Department</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Total</u>
City Administrator	3.00		3.00
City Clerk	3.00		3.00
City Treasurer	4.00		4.00
Municipal Court	1.00		1.00
City Attorney	1.00		1.00
Building Inspection	4.00		4.00
Building Maintenance	1.00	1.00	2.00
Parks & Recreation	5.00	4.00	9.00
Human Resources	2.00		2.00
Police	30.00		30.00
911 Center	11.00	1.00	12.00
Planning	1.00		1.00
Engineering	4.00		4.00
Information Technology	2.00		2.00
Economic Development	1.00		1.00
Total General Fund	73.00	6.00	79.00
Transportation Fund	8.16	1.00	9.16
Water Fund	8.16		8.16
Sewer Fund	13.68		13.68
Ambulance Fund	7.00	10.00	17.00
Lee C. Fine Airport Fund	4.60	1.00	5.60
Grand Glaize Airport Fund	2.40	1.00	3.40
Total Personnel Authorized	117.00	19.00	136.00

**This does not include FTE totals.

**City of Osage Beach
FY2025 Operating Budget**

Personnel Schedule FY2021 - FY2025

<u>Department</u>	<u>Full-Time Equivalents</u>				
	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
City Administrator	3.00	3.00	3.00	4.00	3.00
City Clerk	1.50	1.50	1.50	1.50	3.00
City Treasurer	4.50	4.00	4.00	4.00	4.00
Municipal Court	1.00	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00
Building Inspection	2.50	3.50	3.50	4.00	4.00
Building Maintenance	0.73	0.73	0.73	0.73	1.73
Parks & Recreation	5.73	6.00	6.00	6.00	6.00
Human Resources	1.00	1.50	1.50	2.50	2.00
Police	28.00	28.00	30.00	30.00	30.00
911 Center	11.00	11.00	11.00	11.50	11.50
Planning	1.50	1.50	1.50	1.00	1.00
Engineering	3.25	1.00	1.00	2.00	4.00
Information Technology	1.00	1.00	1.00	2.00	2.00
Economic Development	0.00	1.00	1.00	1.00	1.00
Total General Fund	65.71	65.73	67.73	72.23	75.23
Public Works					
Transportation Fund	8.77	8.31	8.24	8.17	8.66
Water Fund	6.08	6.33	6.49	6.66	8.16
Sewer Fund	9.08	11.32	14.50	12.67	13.68
Total Public Works	23.93	25.96	29.23	27.50	30.50
Ambulance Fund	7.63	7.95	7.63	9.00	9.00
Lee C. Fine Airport Fund	4.33	4.67	4.33	5.33	5.33
Grand Glaize Airport Fund	3.13	3.46	3.13	3.13	3.13
Total Personnel Authorized	104.73	107.77	112.05	117.19	123.19

**City of Osage Beach
FY2025 Operating Budget**

Employee Pay Plan

<u>Level</u>	<u>Pay Range</u>	<u>Position</u>	<u>Level</u>	<u>Pay Range</u>	<u>Position</u>
6	\$32,604 - \$47,276	Airport Technician	9	\$48,595 - \$72,893	Building Inspector
		Janitorial Custodian			Construction Inspector
		Evidence Custodian			Public Information Officer
		Park Technician I			Detective
		Records Clerk			GIS Technician
7	\$37,495 - \$54,367	Accounts Payable/Payroll Clerk	10	\$55,884 - \$83,826	Police Analyst
		Accounts Receivable Clerk			Police Corporal
		Court Clerk			Public Works III - Sewer
		Dispatcher			Public Works III - Trans
		Department Secretary			Public Works III - Water
		Emergency Medical Technician (EMT)			Ambulance Supervisor
		Human Resources Coordinator			Dispatch Supervisor
		Parks Technician II			Police Sergeant - Detective
		Public Works I - Sewer			Police Sergeant - Patrol
		Public Works I - Trans			Public Works Foreman - Sewer
		Public Works I - Water			Public Works Foreman - Trans
		Public Works Technician/Locator			Public Works Foreman - Water
		Recreation Specialist			Accounting Specialist
		Utility Billing Clerk			IT Systems Administrator
8	\$42,257 - \$63,385	Deputy Clerk	11	\$63,007 - \$97,661	City Clerk (Appointed Official)
		Administrative Assistant			City Planner (Appointed Official)
		Lead Dispatcher			Human Resources Director
		Paramedic			Parks and Recreation Manager
		Parks Technician III			***Marketing & Development Director
		Police Officer			Sewer Superintendent
		Public Works II - Sewer			Transportation & Water Superintendent
		Public Works II - Trans	12	\$72,458 - \$112,310	Airport Manager
		Public Works II - Water			Building Official (Appointed Official)
		School Resource Officer			IT Director
					Police Lieutenant
					Public Works Operations Manager
Notes:	1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2025 Pay Plan effective January 1, 2025. 2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5. 3) No positions are outlined for Levels 13. 4) Added Positions; Positions with +1 Level Movement; Positions with +2 Level Movement; ***Positions with Title Changes		13	\$83,326 - \$129,156	None
			14	\$93,983 - \$150,373	Assistant City Administrator
			15	\$108,080 - \$172,928	Police Chief (Appointed Official)
					City Engineer (Appointed Official)
			16	\$124,293 - \$198,868	City Treasurer (Appointed Official)
					City Administrator (Appointed Official)
					City Attorney (Appointed Official)

City of Osage Beach
FY2025 Operating Budget
Summary of Operations & Maintenance (O & M) Expenditures All Funds

	<i>FY2024 Budget</i>	<i>FY2024 Projected Year-End</i>	<i>FY2024 Budget vs. FY2024 Projected Year-End</i>	<i>FY2025 Budget</i>	<i>FY2024 Budget vs. FY2025 Budget</i>	<i>FY2024 Projected Year-End vs. FY2025 Budget</i>
Mayor & Board (01)	28,490	22,514	-21.0%	35,890	26.0%	59.4%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	16,950	15,900	-6.2%	19,925	17.6%	25.3%
City Clerk (04)	28,445	20,016	-29.6%	29,870	5.0%	49.2%
City Treasurer (05)	7,130	5,288	-25.8%	54,805	668.7%	936.4%
Municipal Court (06)	24,318	24,358	0.2%	25,720	5.8%	5.6%
City Attorney (07)	33,225	27,850	-16.2%	45,225	36.1%	62.4%
Building Inspection (08)	34,470	17,841	-48.2%	79,510	130.7%	345.7%
Building Maintenance (09)	204,067	179,767	-11.9%	177,625	-13.0%	-1.2%
Parks & Recreation (10)	190,754	100,195	-47.5%	160,160	-16.0%	59.8%
Human Resources (12)	111,025	67,151	-39.5%	365,117	228.9%	443.7%
Overhead (13)	274,455	315,479	14.9%	-	-100.0%	-100.0%
Police (14)	326,579	328,638	0.6%	373,750	14.4%	13.7%
911 Center (15)	216,674	195,033	-10.0%	216,529	-0.1%	11.0%
Planning (16)	2,750	2,197	-20.1%	5,700	107.3%	159.4%
Engineering (18)	546,200	523,351	-4.2%	261,100	-52.2%	-50.1%
Information Technology (19)	548,330	439,875	-19.8%	599,700	9.4%	36.3%
Emergency Management (20)	8,400	5,937	-29.3%	10,200	21.4%	71.8%
Economic Development (21)	433,800	269,530	-37.9%	403,400	-7.0%	49.7%
General Fund O & M Total	\$ 3,036,062	\$ 2,560,920	-15.6%	\$ 2,864,226	-5.7%	11.8%
CIT Fund	103,250	90,415	-12.4%	92,500	-10.4%	2.3%
Transportation Fund	965,228	890,039	-7.8%	962,661	-0.3%	8.2%
Water Fund	1,192,218	1,036,985	-13.0%	1,207,291	1.3%	16.4%
Sewer Fund	3,530,365	3,310,380	-6.2%	3,491,308	-1.1%	5.5%
Ambulance Fund	175,573	179,475	2.2%	233,504	33.0%	30.1%
Lee C Fine Airport Fund	1,007,593	867,662	-13.9%	1,032,426	2.5%	19.0%
Grand Glaize Airport Fund	224,729	189,540	-15.7%	214,511	-4.5%	13.2%
Total Component Units	89,050	84,200	-5.4%	84,000	-5.7%	-0.2%
TOTAL O & M Expenditures	\$ 10,324,068	\$ 9,209,616	-10.8%	\$ 10,182,427	-1.4%	10.6%

City of Osage Beach
FY2025 Operating Budget
Summary of Capital Expenditures All Funds

	<i>FY2024 Budget</i>	<i>FY2024 Projected Year-End</i>	<i>FY2024 Budget vs. FY2024 Projected Year-End</i>	<i>FY2025 Budget</i>	<i>FY2024 Budget vs. FY2025 Budget</i>	<i>FY2024 Projected Year-End vs. FY2025 Budget</i>
Mayor & Board (01)	-	-	0.0%	-	0.0%	0.0%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	-	-	0.0%	-	0.0%	0.0%
City Clerk (04)	-	-	0.0%	1,000	0.0%	0.0%
City Treasurer (05)	300	-	-100.0%	300	0.0%	0.0%
Municipal Court (06)	-	-	0.0%	-	0.0%	0.0%
City Attorney (07)	-	-	0.0%	-	0.0%	0.0%
Building Inspection (08)	2,350	1,556	-33.8%	4,225	79.8%	171.5%
Building Maintenance (09)	217,983	21,979	-89.9%	168,000	-22.9%	664.4%
Parks & Recreation (10)	736,812	588,264	-20.2%	333,800	-54.7%	-43.3%
Human Resources (12)	600	600	0.0%	-	0.0%	0.0%
Overhead (13)	-	-	0.0%	-	0.0%	0.0%
Police (14)	297,815	287,297	-3.5%	151,200	-49.2%	-47.4%
911 Center (15)	92,247	7,246	-92.1%	447,247	384.8%	6072.3%
Planning (16)	-	-	0.0%	-	0.0%	0.0%
Engineering (18)	-	-	0.0%	51,500	0.0%	0.0%
Information Technology (19)	112,100	109,500	-2.3%	25,492	-77.3%	-76.7%
Emergency Management (20)	20,000	19,425	0.0%	-	0.0%	0.0%
Economic Development (21)	-	-	0.0%	-	0.0%	0.0%
General Fund Capital Total	\$ 1,480,207	\$ 1,035,867	-30.0%	\$ 1,182,764	-20.1%	14.2%
CIT Fund	-	-	0.0%	-	0.0%	0.0%
Transportation Fund	5,350,499	1,310,092	-75.5%	6,274,726	17.3%	379.0%
Water Fund	1,241,147	419,800	-66.2%	1,316,911	6.1%	213.7%
Sewer Fund	4,321,960	1,907,473	-55.9%	2,974,469	-31.2%	55.9%
Ambulance Fund	13,700	13,700	0.0%	41,114	200.1%	200.1%
Lee C Fine Airport Fund	4,963,600	704,094	-85.8%	4,986,982	0.5%	608.3%
Grand Glaize Airport Fund	536,462	323,234	-39.7%	213,066	-60.3%	-34.1%
Total Component Units	-	-	0.0%	-	0.0%	0.0%
TOTAL Capital Expenditures	\$ 17,907,575	\$ 5,714,260	-68.1%	\$ 16,990,032	-5.1%	197.3%

City of Osage Beach
FY2025 Operating Budget
Details of Capital Expenditures *All Funds*

FY2025 Capital Investment			
	EXPENDITURE	CORRESPONDING REVENUE	Carryover \$\$
<u>CITY CLERK 10-04</u>			
Office Chair	300	-	
Scanner	700		
Total City Treasurer	\$ 1,000	\$ -	\$ -
<u>CITY TREASURER 10-05</u>			
Office Chair (FY2023 & FY2024 Carryover)	300	-	300
Total City Treasurer	\$ 300	\$ -	\$ 300
<u>BUILDING INSPECTION 10-08</u>			
Blubeam	1,375	-	-
Laserfiche	2,600	-	-
Office Chair	250	-	-
Total Building Inspection	\$ 4,225	\$ -	\$ -
<u>BUILDING MAINTENANCE 10-09</u>			
Refridgerator	1,200	-	
3 - Salt Spreaders	100	-	-
IT Work Station	1,000	-	-
Men's Basement Restroom Light	450		
Parking Lot Seal & Stripe (FY2024 Carryover)	7,500	-	7,500
Veterans Memorial (FY2023 & FY2024 Carryover)	157,750	-	157,750
Total Building Maintenance	\$ 168,000	\$ -	\$ 165,250
<u>PARKS 10-10</u>			
Grill	800	-	-
Hot Dog Roller	300		-
Ipad	1,000	-	
Blower	600		
Generator	1,200	-	-
City Park Flagpole	5,000		
3 - Trimmers	1,000	-	
Hatchery Road Paving	275,000	-	-
2 - Traffic Counters	1,100	-	
Dog Park and Lakefront Landscaping	5,000		
Park Bathroom (FY2024 Carryover)	40,000		40,000
Watercraft Rental (FY2024 Carryover)	2,800	-	2,800
Total Parks	\$ 333,800	\$ -	\$ 42,800
<u>POLICE 10-14</u>			
Computer/Laptop Replacement	7,200		
3 - Office Desks	6,000		
2 - Office Chairs	600	-	
2 - Police Interceptor Replacements	118,000	5,000	
6 - Flock Safety Cameras	19,400		
Total Police	151,200	5,000	-
<u>911 CENTER 10-15</u>			
AIS P25 Upgrade (Biennial Fee)	7,247	-	-
Dispatch Basement Relocation	440,000		
Total 911 Center	447,247	-	-
<u>ENGINEERING 10-18</u>			
Inspector Computer	1,500	-	-
F150 Construction Inspector Truck	50,000		
Total Engineering	51,500	-	-
<u>INFORMATION TECHNOLOGY 10-19</u>			
Network Scanner and Toner	765	-	-
Network TV	350	-	-
4 - Dispatch Security Cameras	6,130	-	-
Scanner	665	-	-
3 - Symmetra Modular Replacements - Back Up Power	17,582	-	-
Total Information Technology	\$ 25,492	\$ -	\$ -
TOTAL GENERAL FUND	\$ 1,182,764	\$ 5,000	\$ 208,350

	EXPENDITURE	CORRESPONDING REVENUE	Carryover \$\$
<u>TRANSPORTATION 20-00</u>			
<i>Operating Capital</i>			
Power Screed	3,700	-	-
3 - Hands Free Head Sets for Hydrovac, Bucket Truck & Leaf Vac (Transportation/Water/Sewer)	6,500	-	-
Shouldering Box	7,000	-	-
2 - Traffic Counters	8,500	-	-
Concrete Forms	4,000	-	-
Mower Max Boom Mower Replacement	302,500		
Dedicated Mower Trailer	15,000		
Salt Barn Roof ranked 1/7 (Engineering & Construction)	170,000	-	-
5757 Chapel Shop Heater (Transportation/Water/Sewer)	11,500	-	-
Office Furniture (Transportation/Water/Sewer)	1,700	-	-
18,000lb Single Axle Dump Truck Replacement	150,000		
35,000lb Single Axle Dump Truck Replacement	250,000		
International Dump Truck (1) (FY2023 & FY2024 Carryover)	236,384	15,000	236,384
<i>Capital Expenditures</i>			
Safer Streets for All (Grant 80%/\$50k OBSRD) (FY2023 & FY2024 Carryover)	1,000,000	850,000	1,000,000
Highway 42 Sidewalk (Construction) (partial TAP Grant) (FY2023 & FY2024 Carryover)	1,200,000	400,000	1,200,000
Osage Beach Road (Construction) (FY2024 Carryover)	1,523,012	150,000	1,440,120
Goldie Pearl Sidewalk (Engineering & Construction) (partial OBSRD reimb) (FY2024 Carryover)	155,000	55,000	155,000
Pavement Maintenance Plan	1,019,930		
Solar Street Lights @ College and Bradford	10,000		
Signal Upgrades at KK & Dierbergs ranked 4/7	50,000		
Osage Beach Welcome Sign Digital Message Board ranked 3/7	150,000	-	-
Total Transportation	6,274,726	1,470,000	4,031,504
<u>WATER 30-00</u>			
<i>Operating Capital</i>			
Neptune 360 Fixed Base System ranked 4/10 (Auto Meter Reader)	155,000	-	-
Valve Turner & Batteries	7,500	-	-
3 - Hands Free Head Sets for Hydrovac, Bucket Truck & Leaf Vac (Transportation/Water/Sewer)	6,500	-	-
Pipe Handler	3,200	-	-
Metal Detector	1,100	-	-
Hydraulic Chainsaw (Water/Sewer)	4,000	-	-
5757 Chapel Shop Heater (Transportation/Water/Sewer)	11,500	-	-
Storage Building (Water/Sewer)	21,000	-	-
Office Furniture (Transportation/Water/Sewer)	1,700	-	-
Utility Trailer	15,000	-	-
Utility Boxes/Ladder Rack/Lights/Shovel Box	5,000	-	-
F150 Truck - New ranked 2/10	60,000	-	-
Well House Roof & Door Improvements (FY2023 & FY2024 Carryover)	176,744	-	176,744
Passover Tank Re-Coat (FY2024 Carryover)	237,000		237,000
Service Trucks (1) (Replacements) (Service Bed FY2024 Carryover)	40,387	-	40,387
<i>Capital Expenditures</i>			
Connecting Water - Water Loop Golfview Lane to Sea Breeze Drive (Construction) (FY2023 & FY2024 Carryover)	400,000	-	612,000
New East Well ranked 3/10 (Engineering & Land Acquisition) (\$1,890,000 Future Construction Commitment)	120,000	-	-
New Water Connections - Development Driven	10,000		
8 Wells and Towers High Tides	40,780	400	
SCADA Display Screen (Water/Sewer)	500		
Total Water	1,316,911	400	1,066,131

	EXPENDITURE	CORRESPONDING REVENUE	Carryover \$\$
<u>SEWER 35-00</u>			
<i>Operating Capital</i>			
3 - Hands Free Head Sets for Hydrovac, Bucket Truck & Leaf Vac (Transportation/Water/Sewer)	6,500	-	-
3 - Metal Detectors	3,300	-	-
Hydraulic Chainsaw (Water/Sewer)	4,000	-	-
5757 Chapel Shop Heater (Transportation/Water/Sewer)	11,500	-	-
Fencing Project ranked 2/4 (Rockway and 53-1 Lift Stations)	20,000	-	-
Storage Building (Water/Sewer)	21,000	-	-
Office Furniture (Transportation/Water/Sewer)	1,700	-	-
F550 Truck - New ranked 11/20	185,000	-	-
2 Pump Trucks (FY2024 Carryover)	291,755	-	291,755
Service Trucks (1) (Replacements) (Service Bed FY2024 Carryover)	65,000	-	65,000
<i>Capital Expenditures</i>			
Sands 201hp Pump Replacement	100,000	-	-
Panel Replacements	250,000	-	-
Wastewater Master Plan ranked 1/20	200,000	-	-
Grand Glaize Ductile Iron Inspection ranked 12/20	187,500	-	-
Lift Station Security Elements	10,000	-	-
Lift Station 30-5 Rehab ranked 2/20 (Engineering & Construction)	280,000	-	-
Lift Station Control Panel Replacement - Sands (FY2024 Carryover)	433,714	-	433,714
Rockway Lift Station Current Basin Reline ranked 3/20	125,000	-	-
Lift Station KK-37 Rehab ranked 4/20 (Engineering) (\$600,000 Future Construction Commitment)	30,000	-	-
Lift Station 42-35 Rehab ranked 5/20 (Engineering) (\$180,000 Future Construction Commitment)	15,000	-	-
Lift Station 29-1 Rehab ranked 6/20 (Engineering) (\$325,000 Future Construction Commitment)	25,000	-	-
Lift Station 30-1 Rehab ranked 7/20 (Engineering) (\$200,000 Future Construction Commitment)	18,000	-	-
Lift Station 29-5 Rehab ranked 9/20 (Engineering) (\$375,000 Future Construction Commitment)	25,000	-	-
Advanced Microbial Solutions ranked 10/20	100,000	-	-
51 - High Tides to finish Big 88 Lift Stations ranked 8/20	260,000	1,200	-
Margaritaville Repair (FY2024 Carryover)	275,000	-	275,000
SCADA Display Screen (Water/Sewer)	500	-	-
Zebra Sewer Connection	30,000	-	-
Total Sewer	2,974,469	1,200	1,065,469
<u>AMBULANCE 40-00</u>			
Office Chair	300	-	-
2 - Recliners	2,000	-	-
2 - First In Bags	4,122	200	-
3 - Medslinger Bags	324	-	-
2 - Oxygen Airway Bags	571	-	-
2 - Emergency Backpacks	1,494	-	-
2 - Field Ultrasounds	12,000	-	-
2 - Laryngoscopes	3,460	-	-
2 - Patient Movers	152	-	-
Pro Tough Book	6,031	-	-
PSTrax Software (Inventory Control and Vehicle Logs)	3,160	-	-
CF33 Tablet, Docking Station and Mounting Hardware	7,500	-	-
Total Ambulance	\$ 41,114	\$ 200	\$ -
<u>LEE C FINE AIRPORT 45-00</u>			
Master Plan (90/10 Grant) (FY2023 & FY2024 Carryover)	200,852	180,766	200,852
Runway Overlay (90/10 Grant) (FY2023 & FY2024 Carryover)	4,786,130	4,307,517	4,786,130
Total Lee C Fine Airport	\$ 4,986,982	\$ 4,488,283	\$ 4,986,982
<u>GRAND GLAIZE AIRPORT 47-00</u>			
Master Plan (90/10 Grant) (FY2023 & FY2024 Carryover)	213,066	191,759	213,066
Total Grand Glaize Airport	\$ 213,066	\$ 191,759	\$ 213,066
TOTAL ALL CAPITAL	\$ 16,990,032	\$ 6,156,842	\$ 11,571,502
FY2025 Corresponding Revenue Allocations			
Total Grant Subsidy (includes OBSRD Funding)	36.1%	\$ 6,135,042	
Total CIT Funded	0.0%	\$ -	
Total Sale of Equipment	0.1%	\$ 21,800	
Total ARPA Funded	2.7%	\$ 457,746	

**City of Osage Beach
FY2025 Operating Budget**

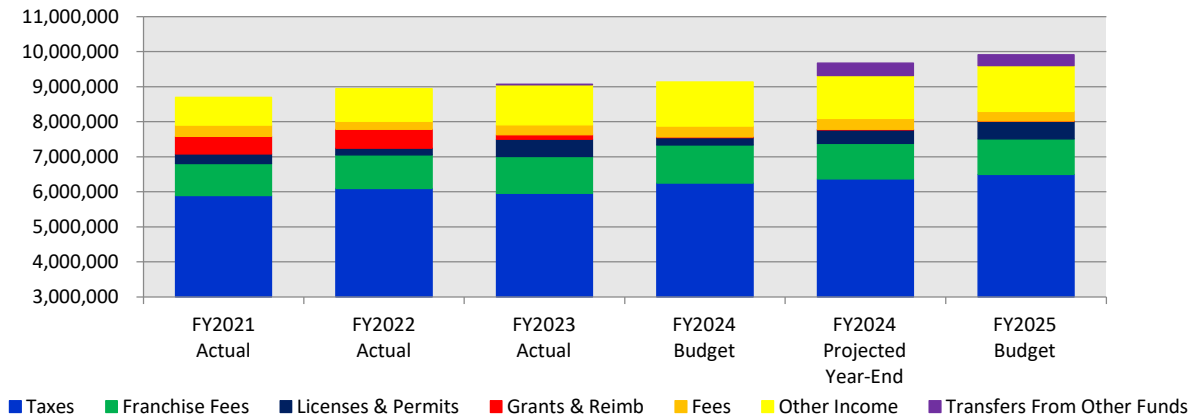
General Fund Summary

Cash & Equivalent Balance January 1, 2025- Estimated	
Restricted - Fund Reserves	2,237,000
Restricted - Other	
Unrestricted	1,700,755
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 3,937,755
Revenue	
Taxes	6,500,000
Franchise Fees	1,012,000
Licenses & Permits	498,075
Grants & Reimbursements	16,000
Fees	266,100
Other Income	1,307,250
Transfer From Other Funds	315,000
TOTAL Revenues	\$ 9,914,425
Expenditures	
Personnel Services	7,046,604
Operations & Maintenance	2,864,226
Operating Capital	857,764
Capital Expenditures	325,000
Debt Service	-
Transfer to Other Funds	465,000
TOTAL Expenditures	\$ 11,558,594
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserves	2,237,000
Restricted - Other	
Unrestricted	56,586
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 2,293,586

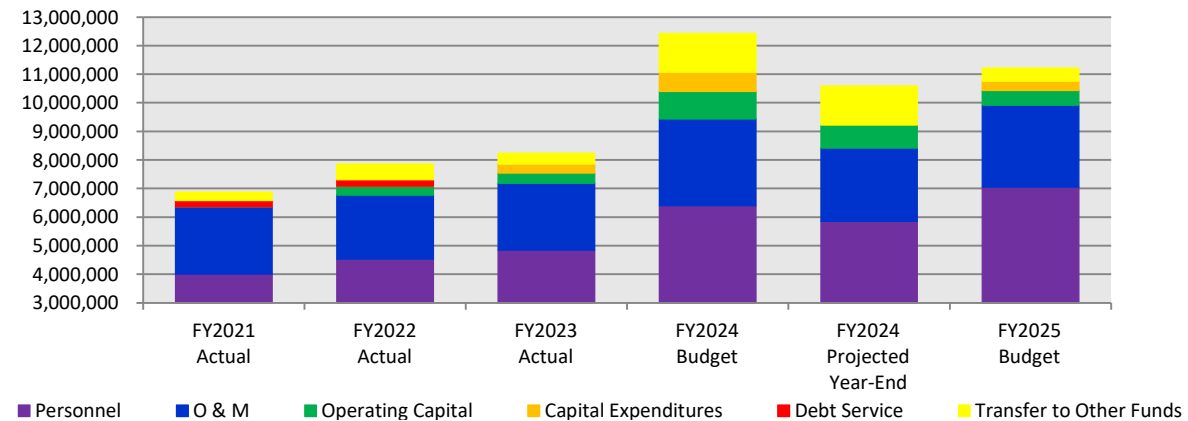
**City of Osage Beach
FY2025 Operating Budget**

General Fund Summary *Continued*

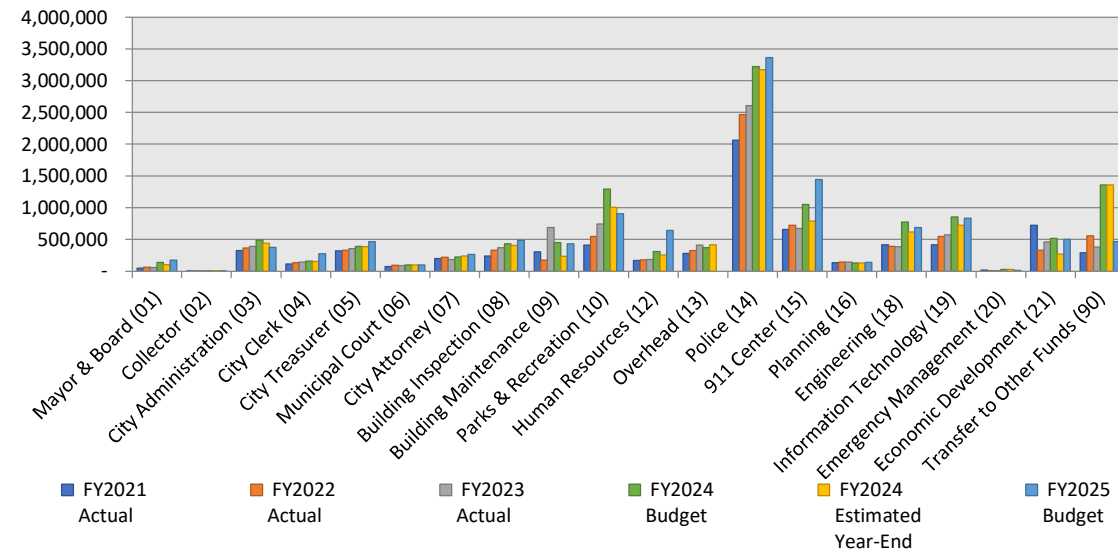
FY2021 - FY2025 General Fund Revenues



FY2021 - FY2025 General Fund Expenditures



FY2021 - FY2025 General Fund Departmental Expenditures



**City of Osage Beach
FY2025 Operating Budget**

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
General Fund Revenues (Fund 10)							
<u>Taxes</u>							
10 00-400000	Tax -- Sales - Osage Beach	5,891,646	6,095,621	5,955,589	6,250,000	6,368,153	6,500,000
	Total Taxes	\$ 5,891,646	\$ 6,095,621	\$ 5,955,589	\$ 6,250,000	\$ 6,368,153	\$ 6,500,000
<u>Franchise Fees</u>							
10 00-410000	Franchise -- Electric	781,704	819,189	882,060	925,000	887,893	892,000
10 00-410100	Franchise -- Telephone	51,923	46,883	69,995	65,000	41,681	40,000
10 00-410200	Franchise -- Cable	56,259	57,383	57,324	58,000	46,388	45,000
10 00-410300	Franchise -- Natural Gas	22,361	30,788	41,407	39,000	34,755	35,000
	Total Franchise Fees	\$ 912,247	\$ 954,241	\$ 1,050,786	\$ 1,087,000	\$ 1,010,717	\$ 1,012,000
<u>Licenses and Permits</u>							
10 00-420000	Licenses -- Liquor	40,315	39,155	40,045	40,500	40,500	41,000
10 00-420100	Licenses -- Contractor	25,113	25,315	27,400	26,000	26,000	27,000
10 00-420200	Licenses -- Business	26,202	30,802	30,046	31,000	29,000	30,000
10 00-420300	Licenses -- Dog	21	60	63	51	75	75
10 00-430100	Permits -- Bldg/Inspections	181,657	97,128	394,791	110,000	293,000	400,000
	Total Licenses and Permits	\$ 273,307	\$ 192,459	\$ 492,345	\$ 207,551	\$ 388,575	\$ 498,075
<u>Grants and Reimbursements</u>							
10 00-440000	Grants -- Crime Prevention	10,394	11,327	19,906	15,000	16,783	15,000
10 00-440150	Grants -- Park	17,000	5,500	-	-	-	-
10 00-440155	Community & Park Donations	6,859	3,570	7,350	5,000	952	1,000
10 00-440160	Grants -- Emergency Management	-	38,192	-	-	-	-
10 00-440185	ARPA Funds	470,766	479,838	101,113	-	-	-
	Total Grants and Reimbursements	\$ 505,018	\$ 538,428	\$ 128,369	\$ 20,000	\$ 17,735	\$ 16,000
<u>Fees</u>							
10 00-450100	Fees -- Municipal Court Fines	94,512	77,939	80,449	85,000	116,500	80,500
10 00-450200	Fees -- CVC Collections	268	36	8	10	5	-
10 00-450250	DWI PD Reimbursement	2,223	1,611	948	1,000	2,000	1,500
10 00-450300	Fees -- Rezoning/Tower Imp.	1,035	1,000	400	400	400	400
10 00-450400	Fees -- Copies, Maps, & Misc.	25,495	13,102	15,422	7,500	10,000	13,000
10 00-450450	Fees -- Park	36,248	48,354	15,357	40,000	75,000	40,000
10 00-450451	Fees -- Park Concessions	59,568	38,676	19,808	20,000	5,000	20,000
10 00-450500	Fees -- Board of Adjustment	1,650	330	1,684	330	-	500
10 00-450600	Fees -- Police Reports	1,810	2,443	1,209	1,500	500	1,000
10 00-450700	Fees -- PD Training	1,448	1,314	1,288	1,000	1,200	1,200
10 00-450800	Police Department Services	73,856	38,600	142,505	145,000	95,000	100,000
10 00-460060	Admin Fee Component Units	19,143	8,381	8,928	8,500	8,500	8,000
	Total Fees	\$ 317,254	\$ 231,785	\$ 288,006	\$ 310,240	\$ 314,105	\$ 266,100

**City of Osage Beach
FY2025 Operating Budget**

General Fund Revenues (Fund 10)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Other Income</u>							
10 00-490000	Interest Earned	19,143	63,811	230,676	205,000	220,000	210,000
10 00-490160	Revenue Share Credit	49	-	-	-	-	-
10 00-490200	Retirement Earnings	1,690	-	-	-	-	-
10 00-490900	Easy Pay Transfer	100	175	(25)	-	-	-
10 00-600000	Sale of Used Equipment	10,113	7,151	51,262	22,325	13,000	10,000
10 00-600002	Administrative Reimbursement	672,000	720,500	630,000	799,000	799,000	930,000
10 00-600003	Credit Card Fees	-	-	586	1,000	1,000	4,750
10 00-600004	TIF - Developer	1,625	36,598	106,198	70,000	25,000	70,000
10 00-600005	Insurance -- Settlement	13,599	18,956	38,946	85,465	85,465	-
10 00-600006	Rental of Public Property	77,658	80,580	79,518	78,000	80,000	82,500
10 00-600100	Sale of History Books	223	47	37	19	-	-
	Total Other Income	\$ 796,201	\$ 927,818	\$ 1,137,199	\$ 1,260,809	\$ 1,223,465	\$ 1,307,250
<u>Transfers From Other Funds</u>							
10 00-620019	Transfer from CIT Fund	-	-	21,000	-	354,414	315,000
	Total Transfers From Other Funds	\$ -	\$ -	\$ 21,000	\$ -	\$ 354,414	\$ 315,000
	Total General Fund Revenues	\$ 8,695,674	\$ 8,940,352	\$ 9,073,294	\$ 9,135,600	\$ 9,677,164	\$ 9,914,425

City of Osage Beach
FY2025 Operating Budget
General Fund Summary of Expenditures by Category

	Personnel Services	Operations & Maintenance	Capital Expenditures	Debt Service	FY2025 TOTAL
Mayor & Board (01)	138,775	35,890	-	-	174,665
Collector (02)	2,369	-	-	-	2,369
City Administration (03)	353,645	19,925	-	-	373,570
City Clerk (04)	244,850	29,870	1,000	-	275,720
City Treasurer (05)	412,500	54,805	300	-	467,605
Municipal Court (06)	74,425	25,720	-	-	100,145
City Attorney (07)	221,095	45,225	-	-	266,320
Building Inspection (08)	403,560	79,510	4,225	-	487,295
Building Maintenance (09)	83,515	177,625	168,000	-	429,140
Parks & Recreation (10)	408,595	160,160	333,800	-	902,555
Human Resources (12)	277,585	365,117	-	-	642,702
Overhead (13)	-	-	-	-	-
Police (14)	2,834,889	373,750	151,200	-	3,359,839
911 Center (15)	778,290	216,529	447,247	-	1,442,066
Planning (16)	132,935	5,700	-	-	138,635
Engineering (18)	376,135	261,100	51,500	-	688,735
Information Technology (19)	207,846	599,700	25,492	-	833,038
Emergency Management (20)	-	10,200	-	-	10,200
Economic Development (21)	95,595	403,400	-	-	498,995
Subtotal	\$ 7,046,604	\$ 2,864,226	\$ 1,182,764	\$ -	\$ 11,093,594
Transfer to Other Funds (90)	-	-	-	-	465,000
TOTAL	\$ 7,046,604	\$ 2,864,226	\$ 1,182,764	\$ -	\$ 11,558,594

City of Osage Beach
FY2025 Operating Budget
General Fund Summary of Expenditures FY2021 - FY2025

	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Estimated Year-End	FY2025 Budget
Mayor & Board (01)	49,609	60,690	55,069	138,965	100,506	174,665
Collector (02)	2,461	2,130	2,109	2,368	2,153	2,369
City Administration (03)	324,574	362,307	390,573	491,350	440,752	373,570
City Clerk (04)	114,853	131,536	144,664	156,980	151,883	275,720
City Treasurer (05)	319,300	330,043	353,531	388,430	386,716	467,605
Municipal Court (06)	71,398	91,375	87,936	95,323	97,227	100,145
City Attorney (07)	196,366	218,597	185,103	224,085	237,588	266,320
Building Inspection (08)	237,382	329,681	370,289	428,170	404,507	487,295
Building Maintenance (09)	303,236	174,125	687,474	452,300	231,373	429,140
Parks & Recreation (10)	411,770	545,573	741,311	1,292,266	1,006,333	902,555
Human Resources (12)	168,104	178,936	184,391	308,985	256,185	642,702
Overhead (13)	279,333	323,789	409,044	367,455	412,629	-
Police (14)	2,063,443	2,466,623	2,608,223	3,218,894	3,168,203	3,359,839
911 Center (15)	657,774	721,944	673,240	1,050,646	789,396	1,442,066
Planning (16)	132,049	141,870	144,289	129,980	129,427	138,635
Engineering (18)	413,330	388,982	383,575	772,880	614,190	688,735
Information Technology (19)	412,493	547,849	569,644	854,010	724,601	833,038
Emergency Management (20)	15,865	5,665	7,314	28,400	25,362	10,200
Economic Development (21)	721,476	329,389	461,992	516,835	269,530	498,995
Subtotal	6,894,816	7,351,107	8,459,769	10,918,322	9,448,561	11,093,594
Transfer to Other Funds (90)	290,000	555,000	380,000	1,358,604	1,358,604	465,000
TOTAL	\$ 7,184,816	\$ 7,906,107	\$ 8,839,769	\$ 12,276,926	\$ 10,807,165	\$ 11,558,594

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Mayor and Board of Aldermen (10-01)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 01-711000	Salaries	20,550	26,167	19,275	28,500	28,750	36,400
10 01-717000	Per Meeting Expenses	12,050	10,650	14,400	30,800	30,600	48,000
10 01-721001	Health Insurance	-	-	-	38,000	9,346	38,000
10 01-721002	Dental Insurance	-	-	-	1,200	124	1,200
10 01-721003	125 Medical Reimb.	250	750	250	1,750	250	-
10 01-721006	Vision Insurance	-	-	-	275	22	275
10 01-722000	FICA/FMED - 7.65%	2,494	2,839	2,630	4,550	4,275	6,460
10 01-723000	Retirement 401	1,700	1,348	1,007	5,400	4,625	8,440
	Total Personnel	\$ 37,043	\$ 41,754	\$ 37,561	\$ 110,475	\$ 77,992	\$ 138,775
<u>Operations and Maintenance</u>							
10 01-729200	Training & Conferences	4,718	5,226	7,921	14,000	11,525	19,600
10 01-744700	Mobile Devices & Service	-	372	550	540	524	540
10 01-754100	Public Relations	1,900	5,827	4,638	6,000	4,026	6,000
10 01-754105	Per Meeting Expenses -- Committees	2,675	1,650	3,125	4,000	2,650	4,000
10 01-761000	Supplies -- Office	748	868	200	800	681	800
10 01-761100	Postage	3	50	45	50	40	50
10 01-764200	Memberships	2,521	4,944	1,028	3,100	3,068	4,900
	Total Operations and Maintenance	\$ 12,566	\$ 18,936	\$ 17,507	\$ 28,490	\$ 22,514	\$ 35,890
	Total Mayor and Board of Aldermen	\$ 49,609	\$ 60,690	\$ 55,069	\$ 138,965	\$ 100,506	\$ 174,665

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Collector (10-02)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 02-711000	Salaries	1,200	1,200	1,200	1,200	1,200	1,200
10 02-717100	Commissions .75 per License	1,086	779	759	1,000	800	1,000
10 02-722000	FICA/FMED - 7.65%	175	151	150	168	153	169
Total Personnel		\$ 2,461	\$ 2,130	\$ 2,109	\$ 2,368	\$ 2,153	\$ 2,369
Total Collector		\$ 2,461	\$ 2,130	\$ 2,109	\$ 2,368	\$ 2,153	\$ 2,369

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures City Administrator (10-03)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 03-711000	Salaries	228,153	260,315	284,889	346,000	333,831	288,000
10 03-713000	Overtime	-	22	32	-	52	100
10 03-716000	Education Incentive	1,500	2,360	2,990	3,000	2,263	3,500
10 03-721001	Health Insurance	46,996	45,264	46,258	63,000	31,266	8,650
10 03-721002	Dental Insurance	1,364	1,056	1,128	1,800	1,000	530
10 03-721004	Employee Life Insurance	229	754	905	1,200	945	750
10 03-721005	Short Term Disability	409	484	516	700	577	533
10 03-721006	Vision Insurance	320	264	280	500	248	132
10 03-722000	FICA/FMED - 7.65%	17,077	19,769	21,616	26,700	25,460	22,300
10 03-723000	Retirement 401	15,837	18,571	20,275	31,500	29,210	29,150
	Total Personnel	\$ 311,885	\$ 348,859	\$ 378,888	\$ 474,400	\$ 424,852	\$ 353,645
<u>Operations and Maintenance</u>							
10 03-729200	Training & Conferences	6,100	4,953	4,371	9,000	7,000	10,000
10 03-733610	Maintenance/Support Services						700
10 03-733800	Professional Services						-
10 03-743180	Vehicle Allowance	1,500	1,500	1,500	1,500	1,700	1,500
10 03-744700	Mobile Devices & Service	1,069	906	1,099	1,150	1,450	1,800
10 03-761000	Supplies -- Office	1,489	2,059	1,599	2,000	2,000	2,100
10 03-761100	Postage	10	815	229	300	250	475
10 03-761150	Contingency						200
10 03-764200	Memberships	2,521	3,216	2,697	3,000	3,500	3,150
	Total Operations and Maintenance	\$ 12,689	\$ 13,448	\$ 11,495	\$ 16,950	\$ 15,900	\$ 19,925
<u>Operating Capital</u>							
10 03-774260	Office Furniture	-	-	190	-	-	-
	Total Operating Capital	\$ -	\$ -	\$ 190	\$ -	\$ -	\$ -
	Total City Administrator	\$ 324,574	\$ 362,307	\$ 390,573	\$ 491,350	\$ 440,752	\$ 373,570

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures City Clerk (10-04)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 04-711000	Salaries	71,125	79,897	82,846	90,000	90,878	159,300
10 04-716000	Education Incentive	-	837	692	750	1,019	1,500
10 04-721001	Health Insurance	19,657	20,346	21,169	21,100	23,400	52,800
10 04-721002	Dental Insurance	528	528	564	660	758	1,600
10 04-721004	Employee Life Insurance	237	253	272	375	320	315
10 04-721005	Short Term Disability	256	242	240	300	270	535
10 04-721006	Vision Insurance	132	132	140	200	187	400
10 04-722000	FICA/FMED - 7.65%	5,317	6,102	6,218	6,950	6,892	12,300
10 04-723000	Retirement 401	4,988	5,781	5,752	8,200	8,143	16,100
Total Personnel		\$ 102,240	\$ 114,116	\$ 117,894	\$ 128,535	\$ 131,867	\$ 244,850
<u>Operations and Maintenance</u>							
10 04-729200	Training & Conferences	2,459	5,098	5,211	6,650	4,050	6,650
10 04-733610	Maintenance/Support Services	540	540	540	1,735	1,195	1,800
10 04-733840	Records Management	383	88	829	4,705	655	4,705
10 04-734200	Code Codification	3,325	3,916	14,688	6,500	5,629	4,500
10 04-744700	Mobile Devices & Services					143	600
10 04-754000	Advertising	1,194	994	1,057	1,425	1,351	1,425
10 04-756000	Elections	3,367	2,959	1,508	3,620	2,859	3,620
10 04-761000	Supplies -- Office	977	1,060	1,104	1,400	1,699	4,000
10 04-761100	Postage	139	1,700	1,433	1,900	2,050	2,000
10 04-764000	Books & Subscriptions	30	60	-	100	70	100
10 04-764200	Memberships	200	215	400	410	315	470
Total Operations and Maintenance		\$ 12,614	\$ 16,630	\$ 26,771	\$ 28,445	\$ 20,016	\$ 29,870
<u>Operating Capital</u>							
10 04-774260	Office Furniture	-	790	-	-	-	300
10 04-774261	Office Equip & Machinery						700
Total Operating Capital		\$ -	\$ 790	\$ -	\$ -	\$ -	\$ 1,000
Total City Clerk		\$ 114,853	\$ 131,536	\$ 144,664	\$ 156,980	\$ 151,883	\$ 275,720

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures City Treasurer (10-05)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 05-711000	Salaries	229,777	240,491	256,193	275,500	275,447	280,000
10 05-713000	Overtime	-	100	95	-	234	250
10 05-716000	Education Incentive	2,000	3,433	3,692	4,000	3,096	3,500
10 05-721001	Health Insurance	47,184	44,050	44,945	51,500	52,300	74,500
10 05-721002	Dental Insurance	1,272	1,178	1,200	1,400	1,711	2,200
10 05-721004	Employee Life Insurance	614	743	834	900	827	630
10 05-721005	Short Term Disability	573	655	670	800	751	720
10 05-721006	Vision Insurance	276	255	260	300	335	500
10 05-722000	FICA/FMED - 7.65%	17,855	18,710	19,778	21,400	21,207	21,800
10 05-723000	Retirement 401	16,482	17,501	18,367	25,200	25,220	28,400
	Total Personnel	\$ 316,034	\$ 327,116	\$ 346,035	\$ 381,000	\$ 381,128	\$ 412,500
<u>Operations and Maintenance</u>							
10 05-729200	Training & Conferences	2,011	1,366	6,167	5,390	3,708	5,865
10 05-733440	Financial Services						40,000
10 05-733500	Credit Card Fees						5,000
10 05-733800	Professional Services	460	460	460	460	460	810
10 05-744500	Rental/Lease - Postage Equipment						1,800
10 05-761000	Supplies -- Office	401	651	335	610	610	620
10 05-761100	Postage	34	90	125	100	100	300
10 05-764200	Memberships	360	360	410	570	410	410
	Total Operations and Maintenance	\$ 3,266	\$ 2,927	\$ 7,497	\$ 7,130	\$ 5,288	\$ 54,805
<u>Operating Capital</u>							
10 05-774260	Office Furniture	-	-	-	300	300	300
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 300
	Total City Treasurer	\$ 319,300	\$ 330,043	\$ 353,531	\$ 388,430	\$ 386,716	\$ 467,605

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Municipal Court (10-06)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 06-711000	Salaries	34,059	40,324	42,955	45,900	47,747	48,450
10 06-713000	Overtime	169	-	-	-	-	-
10 06-716000	Education Incentive	58	-	-	-	-	-
10 06-721001	Health Insurance	13,387	16,405	16,766	17,000	16,800	16,800
10 06-721002	Dental Insurance	79	-	-	-	-	-
10 06-721004	Employee Life Insurance	102	134	152	170	167	175
10 06-721005	Short Term Disability	123	161	172	180	193	200
10 06-721006	Vision Insurance	84	96	96	90	80	100
10 06-722000	FICA/FMED - 7.65%	2,637	2,988	3,170	3,515	3,585	3,800
10 06-723000	Retirement 401	2,202	2,838	3,007	4,150	4,297	4,900
	Total Personnel	\$ 52,899	\$ 62,947	\$ 66,318	\$ 71,005	\$ 72,869	\$ 74,425
<u>Operations and Maintenance</u>							
10 06-729200	Training & Conferences	200	200	100	350	350	450
10 06-733230	Municipal Judge	14,987	25,566	21,158	21,158	21,158	22,185
10 06-733610	Maintenance/Support Services	2,050	1,980	-	2,100	2,225	2,375
10 06-733800	Professional Services	-	-	-	130	130	130
10 06-761000	Supplies -- Office	1,142	333	175	350	268	350
10 06-761100	Postage	60	290	125	150	150	150
10 06-764200	Memberships	60	60	60	80	77	80
	Total Operations and Maintenance	\$ 18,499	\$ 28,429	\$ 21,618	\$ 24,318	\$ 24,358	\$ 25,720
	Total Municipal Court	\$ 71,398	\$ 91,375	\$ 87,936	\$ 95,323	\$ 97,227	\$ 100,145

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures City Attorney (10-07)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 07-711000	Salaries	150,307	165,610	134,093	160,500	161,400	170,550
10 07-716000	Education Incentive	750	1,183	231	-	-	-
10 07-721001	Health Insurance	15,934	16,405	5,869	2,900	19,250	19,250
10 07-721002	Dental Insurance	528	528	132	-	572	530
10 07-721004	Employee Life Insurance	365	434	313	480	513	475
10 07-721005	Short Term Disability	149	161	116	180	193	180
10 07-721006	Vision Insurance	96	96	24	-	-	-
10 07-722000	FICA/FMED - 7.65%	11,038	11,529	10,393	12,300	12,720	13,050
10 07-723000	Retirement 401	10,681	11,802	8,461	14,500	15,090	17,060
Total Personnel		\$ 189,847	\$ 207,748	\$ 159,631	\$ 190,860	\$ 209,738	\$ 221,095
<u>Operations and Maintenance</u>							
10 07-729200	Training & Conferences	1,239	5,234	2,598	6,000	6,000	6,000
10 07-733800	Professional Services	-	-	20,222	24,000	20,000	36,000
10 07-761000	Supplies -- Office	62	111	150	200	200	200
10 07-761100	Postage	4	50	70	75	150	75
10 07-764000	Books & Subscriptions	4,349	4,613	1,252	1,700	500	1,700
10 07-764200	Memberships	865	840	992	1,250	1,000	1,250
Total Operations and Maintenance		\$ 6,519	\$ 10,849	\$ 25,284	\$ 33,225	\$ 27,850	\$ 45,225
<u>Operating Capital</u>							
10 07-774260	Office Furniture	-	-	188	-	-	-
Total Operating Capital		\$ -	\$ -	\$ 188	\$ -	\$ -	\$ -
Total City Attorney		\$ 196,366	\$ 218,597	\$ 185,103	\$ 224,085	\$ 237,588	\$ 266,320

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Building Inspection (10-08)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 08-711000	Salaries	133,905	201,044	220,774	262,000	260,070	269,650
10 08-713000	Overtime	175	162	30	-	-	-
10 08-716000	Education Incentive	2,825	4,491	5,500	5,500	7,058	6,500
10 08-721001	Health Insurance	33,616	47,856	55,027	75,000	70,000	74,500
10 08-721002	Dental Insurance	1,007	1,426	1,622	2,200	2,112	2,115
10 08-721004	Employee Life Insurance	376	592	729	900	883	825
10 08-721005	Short Term Disability	372	531	587	750	725	720
10 08-721006	Vision Insurance	228	304	351	500	489	500
10 08-722000	FICA/FMED - 7.65%	10,195	15,274	17,008	20,500	20,123	21,125
10 08-723000	Retirement 401	9,430	14,327	15,860	24,000	23,650	27,625
	Total Personnel	\$ 192,129	\$ 286,007	\$ 317,488	\$ 391,350	\$ 385,110	\$ 403,560
<u>Operations and Maintenance</u>							
10 08-729200	Training & Conferences	1,866	3,974	3,276	3,500	3,250	2,750
10 08-729400	Uniform Rental/Purchases	306	445	223	1,320	1,500	860
10 08-733800	Professional Service	-	-	-	-	-	52,185
10 08-734000	Code Enforcement/Abatement	10,104	-	536	15,000	-	7,500
10 08-743200	Vehicle Maintenance	1,458	670	967	1,000	1,000	1,000
10 08-744700	Mobile Devices & Service	1,883	2,500	2,812	6,500	5,941	4,200
10 08-761000	Supplies -- Office	965	1,383	813	1,500	500	1,500
10 08-761005	Supplies	69	101	19	200	200	200
10 08-761100	Postage	75	615	655	650	650	680
10 08-762600	Gasoline/Fuel	1,579	1,558	3,064	3,900	3,900	4,000
10 08-764000	Books & Subscriptions	286	841	159	500	500	4,000
10 08-764200	Memberships	170	220	220	400	400	635
	Total Operations and Maintenance	\$ 18,763	\$ 12,308	\$ 12,745	\$ 34,470	\$ 17,841	\$ 79,510
<u>Operating Capital</u>							
10 08-774250	Computer Equipment						
10 08-774251	Computer Software	-	-	480	1,150	480	3,975
10 08-774255	Machinery & Equipment	-	3,175	-	300	309	-
10 08-774260	Office Furniture	-	484	309	-	230	250
10 08-774265	Vehicle(s)	26,490	27,707	39,267	900	537	-
	Total Operating Capital	\$ 26,490	\$ 31,366	\$ 40,056	\$ 2,350	\$ 1,556	\$ 4,225
	Total Building Inspection	\$ 237,382	\$ 329,681	\$ 370,289	\$ 428,170	\$ 404,507	\$ 487,295

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Building Maintenance (10-09)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 09-711000	Salaries	13,808	24,581	24,384	28,100	27,517	54,910
10 09-713000	Overtime						-
10 09-716000	Education Incentive						-
10 09-721001	Health Insurance						19,300
10 09-721002	Dental Insurance						530
10 09-721004	Employee Life Insurance						145
10 09-721005	Short Term Disability						180
10 09-721006	Vision Insurance						140
10 09-722000	FICA/FMED - 7.65%	1,554	1,904	1,869	2,150	2,110	5,000
10 09-723000	Retirement 401						3,310
	Total Personnel	\$ 15,362	\$ 26,485	\$ 26,253	\$ 30,250	\$ 29,627	\$ 83,515
<u>Operations and Maintenance</u>							
10 09-729400	Uniform Rental/Purchases	13	110	195	350	350	350
10 09-733610	Maintenance/Support Services						4,000
10 09-733800	Professional Service	-	-	-	10,800		
10 09-742000	Janitorial Service	17,640	22,974	26,175	40,332	40,332	10,000
10 09-742100	Trash Service	2,277	2,676	3,897	4,500	4,500	5,000
10 09-742200	Grounds Maintenance Service	16,025	16,575	19,736	20,000	20,000	25,000
10 09-742203	HVAC System Maintenance	25,806	10,462	20,281	25,000	15,000	25,000
10 09-743100	Maintenance & Repair	27,816	25,913	22,842	31,500	28,000	35,000
10 09-743102	Telephone Service	1,006	-	-	-	-	-
10 09-743103	Supplies -- Bldg/Janitorial	6,495	9,323	9,390	13,000	13,000	12,000
10 09-743104	Electric Svc -- Bldg/Facility	50,622	49,625	52,706	55,000	55,000	57,500
10 09-743110	Natural Gas Service	2,107	2,461	3,398	3,500	3,500	3,675
10 09-744700	Mobile Devices & Service	-	-	3	-	-	-
10 09-761005	Supplies	8	-	18	85	85	100
	Total Operations and Maintenance	\$ 149,815	\$ 140,119	\$ 158,640	\$ 204,067	\$ 179,767	\$ 177,625
<u>Operating Capital</u>							
10 09-774255	Machinery & Equipment	27,169	-	4,223	-	229	1,300
10 09-774256	Building Improvements	96,626	7,520	498,358	217,983	21,750	166,700
10 09-774260	Office Furniture	14,264			-	-	-
	Total Operating Capital	\$ 138,059	\$ 7,520	\$ 502,581	\$ 217,983	\$ 21,979	\$ 168,000
	Total Building Maintenance	\$ 303,236	\$ 174,125	\$ 687,474	\$ 452,300	\$ 231,373	\$ 429,140

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Parks and Recreation (10-10)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 10-711000	Salaries	168,899	230,163	213,632	268,000	247,515	317,650
10 10-713000	Overtime	1,259	1,611	1,713	1,000	671	1,000
10 10-714000	Holiday Pay	-	231	734	-	-	-
10 10-716000	Education Incentive	67	1,442	1,096	1,500	-	-
10 10-721001	Health Insurance	30,173	33,762	31,021	46,500	29,000	31,200
10 10-721002	Dental Insurance	828	740	648	1,100	810	865
10 10-721004	Employee Life Insurance	357	540	671	700	719	670
10 10-721005	Short Term Disability	450	633	725	900	769	710
10 10-721006	Vision Insurance	219	240	172	300	180	200
10 10-722000	FICA/FMED - 7.65%	13,749	18,251	16,780	20,700	19,078	24,400
10 10-723000	Retirement 401	8,285	12,710	12,111	24,000	19,132	31,900
	Total Personnel	\$ 224,286	\$ 300,324	\$ 279,303	\$ 364,700	\$ 317,874	\$ 408,595
<u>Operations and Maintenance</u>							
10 10-729200	Training & Conferences	455	1,296	920	1,500	1,400	3,300
10 10-729400	Uniform Rental/Purchases	256	408	863	1,700	1,300	1,200
10 10-733500	Credit Card Fees	1,594	1,435	740	1,000	900	1,000
10 10-733610	Maintenance/Support Services	3,539	36,563	6,300	17,100	6,615	11,610
10 10-733800	Professional Services	-	24,250	2,425	-	-	-
10 10-742100	Trash Service	1,640	2,508	1,990	6,000	3,000	4,000
10 10-743100	Maintenance & Repair	52,427	55,036	32,468	65,000	35,000	55,000
10 10-743103	Supplies -- Bldg/Janitorial	1,658	2,415	761	3,500	2,500	3,000
10 10-743108	Supplies -- Concession	31,315	25,103	12,790	13,500	300	13,500
10 10-743200	Vehicle Maintenance	4,954	3,660	3,226	3,500	3,400	2,500
10 10-743400	Equipment Repair	6,973	1,997	3,887	8,000	3,000	8,000
10 10-744200	Rental/Lease -- Equipment	600	446	498	3,500	1,500	1,000
10 10-744700	Mobile Devices & Service	1,089	2,247	2,054	3,844	2,000	3,100
10 10-754000	Advertising	184	364	68	500	500	1,000
10 10-754248	League/Activities	22,033	17,172	9,996	10,000	3,500	10,000
10 10-761000	Supplies -- Office	1,108	925	584	1,200	1,000	1,000
10 10-761005	Supplies	5,202	5,971	5,833	11,900	11,400	11,900
10 10-761100	Postage	16	125	110	150	120	100
10 10-762200	Electric Service	15,594	17,001	14,737	30,000	16,000	20,000
10 10-762600	Gasoline/Fuel	5,486	6,949	5,895	7,300	5,500	7,300
10 10-764131	Small Tools	1,082	445	350	1,000	700	1,000
10 10-764200	Memberships	485	380	380	560	560	650
	Total Operations and Maintenance	\$ 157,688	\$ 206,696	\$ 106,874	\$ 190,754	\$ 100,195	\$ 160,160
<u>Operating Capital</u>							
10 10-774202	Recreation Equipment	17,383	5,684	3,950	-	-	2,800
10 10-774203	Concession Equipment	640	-	-	-	-	1,100
10 10-774250	Computer Equipment	-	-	-	-	-	1,000
10 10-774255	Machinery & Equipment	10,824	26,428	-	19,500	19,115	3,900
10 10-774256	Building Improvements	-	6,442	-	-	-	-
10 10-774265	Vehicle(s)	-	-	80,553	49,212	48,649	-
	Total Operating Capital	\$ 28,847	\$ 38,553	\$ 84,503	\$ 68,712	\$ 67,764	\$ 8,800
<u>Capital Expenditures</u>							
10 10-773271	Irrigation System	949	-	16,449	195,500	195,500	-
10 10-773278	Park Improvements	-	-	252,456	472,600	325,000	320,000
10 10-773281	Park Landscaping	-	-	1,725	-	-	5,000
	Total Capital Expenditures	\$ 949	\$ -	\$ 270,630	\$ 668,100	\$ 520,500	\$ 325,000
	Total Parks and Recreation	\$ 411,770	\$ 545,573	\$ 741,311	\$ 1,292,266	\$ 1,006,333	\$ 902,555

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Human Resources (10-12)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 12-711000	Salaries	66,562	89,006	83,379	130,000	134,000	113,210
10 12-713000	Overtime				-	152	200
10 12-716000	Education Incentive	750	1,280	500	1,500	1,481	2,500
10 12-721001	Health Insurance	15,934	10,906	18,714	40,000	30,000	36,100
10 12-721002	Dental Insurance	528	318	570	2,600	911	1,070
10 12-721004	Employee Life Insurance	169	241	215	400	381	400
10 12-721005	Short Term Disability	149	218	216	400	407	375
10 12-721006	Vision Insurance	96	69	140	660	204	230
10 12-722000	FICA/FMED - 7.65%	4,917	6,959	6,249	10,000	10,586	8,900
10 12-723000	Retirement 401	4,726	5,647	5,471	11,800	10,312	11,600
10 12-725000	Unemployment Compensation						5,000
10 12-726000	Workers Compensation						98,000
	Total Personnel	\$ 93,832	\$ 114,644	\$ 115,453	\$ 197,360	\$ 188,434	\$ 277,585
<u>Operations and Maintenance</u>							
10 12-729100	Notary/Blanket Bonds						750
10 12-729200	Training & Conferences	1,280	3,333	615	5,000	4,719	8,000
10 12-733415	Job Class/Compensation Plan	12,600	-	17,800	5,000	10,000	10,000
10 12-733422	Medical -- Vaccinations	1,270	-	275	1,500	1,200	1,500
10 12-733425	Safety & Wellness Programs	12,057	18,737	18,011	25,000	15,000	25,000
10 12-733427	Drug Testing/Physicals	2,579	1,651	3,193	3,000	2,100	3,000
10 12-733429	Recruitment Costs	7,184	70	-	30,000	-	25,000
10 12-733430	Pre-employment Testing	5,513	5,019	1,193	4,000	3,500	4,000
10 12-733432	Educational Reimbursement	20,053	5,692	200	6,000	3,505	15,000
10 12-733800	Professional Services	3,310	2,055	575	2,500	2,055	2,500
10 12-744700	Mobile Devices & Services						700
10 12-752000	Insurance - Property & Liability						240,817
10 12-752100	Self-Insurance Claim						2,000
10 12-754000	Advertising	1,243	1,411	3,481	3,000	1,752	-
10 12-754110	Employee Programs & Development	6,816	25,865	23,329	25,000	22,300	25,000
10 12-761000	Supplies -- Office	115	16	146	400	392	750
10 12-761100	Postage	33	100	85	125	65	100
10 12-764200	Memberships	219	343	35	500	563	1,000
	Total Operations and Maintenance	\$ 74,273	\$ 64,292	\$ 68,938	\$ 111,025	\$ 67,151	\$ 365,117
<u>Operating Capital</u>							
10 12-774260	Office Furniture	-	-	-	600	600	-
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 600	\$ 600	\$ -
	Total Human Resources	\$ 168,104	\$ 178,936	\$ 184,391	\$ 308,985	\$ 256,185	\$ 642,702

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Overhead (10-13)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 13-725000	Unemployment Compensation	3,200	-	-	-	4,150	
10 13-726000	Workers' Compensation	56,667	89,669	90,515	93,000	93,000	
	Total Personnel	\$ 59,867	\$ 89,669	\$ 90,515	\$ 93,000	\$ 97,150	\$ -
<u>Operations and Maintenance</u>							
10 13-729100	Notary/Blanket Bonds	370	330	442	400	725	
10 13-733000	Contractual	724	769	700	770	915	
10 13-733440	Financial Services	32,098	33,560	37,348	40,000	37,000	
10 13-733500	Credit Card Fees	8,820	5,139	4,970	8,000	4,000	
10 13-733610	Maintenance/Support Services	2,976	3,230	5,910	5,700	5,000	
10 13-733800	Professional Services	-	-	-	40,000	30,794	
10 13-743102	Telephone Service	35,783	39,709	68,225	20,000	20,000	
10 13-743300	Repair of System -- Telephone	262	12	969	1,000	900	
10 13-743400	Equipment Repair	-	255	-	-	-	
10 13-744500	Rental/Lease -- Postage Equip	1,671	1,671	1,671	1,700	1,725	
10 13-752000	Insurance -- Property & Liability	132,939	143,835	164,370	152,000	208,245	
10 13-752100	Self-Insurance Claim	351	1,345	1,491	-	2,500	
10 13-761000	Supplies -- Office	3,337	4,084	4,323	4,500	3,500	
10 13-761100	Postage	60	132	110	175	175	
10 13-761150	Contingency	-	-	-	210	-	
10 13-762600	Gasoline/Fuel	76	50	-	-	-	
	Total Operations and Maintenance	\$ 219,466	\$ 234,121	\$ 290,529	\$ 274,455	\$ 315,479	\$ -
<u>Operating Capital</u>							
10 13-774261	Office Equip & Machinery	-	-	28,001	-	-	-
	Total Operating Capital	\$ -	\$ -	\$ 28,001	\$ -	\$ -	\$ -
	Total Overhead	\$ 279,333	\$ 323,789	\$ 409,044	\$ 367,455	\$ 412,629	\$ -

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Police (10-14)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 14-711000	Salaries	1,091,897	1,305,469	1,427,201	1,675,000	1,685,048	1,878,744
10 14-713000	Overtime	51,475	87,229	95,222	62,000	77,600	81,250
10 14-714000	Holiday Pay	50,087	42,812	52,337	95,000	98,622	118,820
10 14-716000	Education Incentive	8,303	9,111	11,808	12,000	14,395	15,000
10 14-721001	Health Insurance	301,325	293,079	318,091	417,000	330,000	345,000
10 14-721002	Dental Insurance	9,274	8,405	9,510	14,200	10,967	11,000
10 14-721004	Employee Life Insurance	2,890	3,530	4,315	4,900	5,638	5,575
10 14-721005	Short Term Disability	3,124	3,597	3,965	5,300	4,951	4,800
10 14-721006	Vision Insurance	1,986	1,891	2,060	3,000	2,387	2,400
10 14-722000	FICA/FMED - 7.65%	89,283	109,004	118,976	141,100	149,567	161,500
10 14-723000	Retirement 401	80,927	95,660	105,788	165,000	173,093	210,800
	Total Personnel	\$ 1,690,570	\$ 1,959,786	\$ 2,149,273	\$ 2,594,500	\$ 2,552,268	\$ 2,834,889
<u>Operations and Maintenance</u>							
10 14-729200	Training & Conferences	23,696	27,150	8,953	30,000	30,000	49,664
10 14-729400	Uniform Rental/Purchases	12,228	23,225	21,956	27,235	27,235	27,235
10 14-733000	Contractual	3,888	8,430	2,450	2,000	4,820	9,000
10 14-733610	Maintenance/Support Services	12,508	33,794	33,290	66,654	68,388	82,938
10 14-733800	Professional Services	65	16	98	500	1,000	1,000
10 14-734000	Animal Control	82	148	45	1,000	800	1,000
10 14-743100	Maintenance & Repair	4,701	5,322	7,040	7,500	8,500	7,875
10 14-743107	Maintenance & Repair -- Radio		2,132	6,841	2,625	2,625	2,625
10 14-743200	Vehicle Maintenance	40,376	31,724	36,275	36,750	36,750	38,588
10 14-744700	Mobile Devices & Service	13,225	12,892	15,327	23,220	22,100	23,600
10 14-754000	Advertising	19	-	-	300	-	300
10 14-754202	Search/Drug Canine	-	-	-	6,150	6,150	6,150
10 14-754250	Community Promotions & Events	781	876	3,034	4,000	1,200	4,000
10 14-761000	Supplies -- Office	3,208	3,341	2,836	4,200	4,200	4,200
10 14-761001	Supplies -- Evidence	799	587	1,398	1,575	1,900	2,500
10 14-761100	Postage	112	497	430	500	1,100	1,100
10 14-762600	Gasoline/Fuel	53,990	72,411	64,339	76,500	76,500	76,500
10 14-763000	Boarding Prisoners	-	-	-	500	-	-
10 14-764200	Memberships	1,990	5,095	4,610	6,270	6,270	6,270
10 14-765100	Firearms & Range Expense	5,345	5,551	10,892	27,000	27,000	27,000
10 14-765200	Investigation Fund	580	900	1,462	2,100	2,100	2,205
	Total Operations and Maintenance	\$ 177,593	\$ 234,093	\$ 221,277	\$ 326,579	\$ 328,638	\$ 373,750
<u>Operating Capital</u>							
10 14-774250	Computer Equipment	-	48,939	56,508	9,450	8,932	7,200
10 14-774260	Office Furniture						6,600
10 14-774265	Vehicle(s)	86,455	88,220	181,166	247,500	237,500	118,000
10 14-774266	Police Equipment	7,671	34,431	-	40,865	40,865	19,400
	Total Operating Capital	\$ 94,126	\$ 171,590	\$ 237,674	\$ 297,815	\$ 287,297	\$ 151,200
<u>Debt Service</u>							
10 14-780000	Principal	99,133	100,139	-	-	-	-
10 14-782000	Interest	2,021	1,016	-	-	-	-
	Total Debt Service	\$ 101,155	\$ 101,155	\$ -	\$ -	\$ -	\$ -
	Total Police	\$ 2,063,443	\$ 2,466,623	\$ 2,608,223	\$ 3,218,894	\$ 3,168,203	\$ 3,359,839

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures 911 Center (10-15)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 15-711000	Salaries	232,129	218,876	266,844	450,000	333,560	503,360
10 15-713000	Overtime	71,010	64,998	80,980	55,000	70,000	45,200
10 15-714000	Holiday Pay	8,897	10,953	16,425	37,000	26,780	44,500
10 15-716000	Education Incentive	1,827	2,865	3,577	3,500	4,116	4,500
10 15-721001	Health Insurance	51,883	36,207	43,948	98,000	65,000	70,500
10 15-721002	Dental Insurance	1,947	1,380	1,576	3,800	2,140	2,000
10 15-721004	Employee Life Insurance	781	592	765	900	1,042	900
10 15-721005	Short Term Disability	964	728	890	1,800	1,243	1,100
10 15-721006	Vision Insurance	343	300	346	825	478	430
10 15-722000	FICA/FMED - 7.65%	24,433	22,798	28,042	41,800	40,523	45,800
10 15-723000	Retirement 401	19,554	18,381	18,989	49,100	42,235	60,000
	Total Personnel	\$ 413,769	\$ 378,077	\$ 462,381	\$ 741,725	\$ 587,117	\$ 778,290
<u>Operations and Maintenance</u>							
10 15-729200	Training & Conferences	5,709	3,709	4,084	15,445	7,934	23,583
10 15-733000	Contractual	418	430	402	500	500	500
10 15-733610	Maintenance/Support Services	93,003	186,168	169,306	174,079	160,000	167,402
10 15-743100	Maintenance & Repair	879	29	692	788	788	828
10 15-743107	Maintenance & Repair -- Radio	908	1,348	850	2,000	2,000	2,000
10 15-744400	Rental/Lease -- Terminal	960	930	840	1,000	930	1,050
10 15-744700	Mobile Devices & Service	534	453	549	562	576	590
10 15-753010	Internet Connections	2,168	2,844	3,057	3,500	3,500	6,483
10 15-753200	911 Expense	16,053	16,050	16,779	16,800	16,800	12,000
10 15-761000	Supplies -- Office	663	502	342	580	580	609
10 15-761100	Postage	-	25	35	50	100	100
10 15-762600	Gasoline/Fuel	-	-	-	150	150	150
10 15-764200	Memberships	-	1,145	361	1,220	1,175	1,234
	Total Operations and Maintenance	\$ 121,296	\$ 213,633	\$ 197,297	\$ 216,674	\$ 195,033	\$ 216,529
<u>Operating Capital</u>							
10 15-774250	Computer Equipment	6,967	14,493	7,246	7,247	7,246	7,247
10 15-774260	Office Furniture	-	-	-	85,000	-	-
10 15-774262	Communication Equipment	-	-	6,316	-	-	440,000
	Total Operating Capital	\$ 6,967	\$ 14,493	\$ 13,562	\$ 92,247	\$ 7,246	\$ 447,247
<u>Debt Service</u>							
10 15-780000	Principal	113,429	114,580	-	-	-	-
10 15-782000	Interest	2,313	1,162	-	-	-	-
	Total Debt Service	\$ 115,742	\$ 115,742	\$ -	\$ -	\$ -	\$ -
	Total 911 Center	\$ 657,774	\$ 721,944	\$ 673,240	\$ 1,050,646	\$ 789,396	\$ 1,442,066

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Planning (10-16)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 16-711000	Salaries	91,080	100,275	102,615	93,500	93,043	97,700
10 16-721001	Health Insurance	23,900	24,607	23,160	17,000	16,800	16,800
10 16-721002	Dental Insurance	792	792	748	540	572	530
10 16-721004	Employee Life Insurance	257	306	343	275	338	325
10 16-721005	Short Term Disability	224	242	243	200	193	180
10 16-721006	Vision Insurance	144	144	136	100	104	100
10 16-722000	FICA/FMED - 7.65%	6,713	7,391	7,586	7,200	7,397	7,500
10 16-723000	Retirement 401	6,376	7,030	7,188	8,415	8,783	9,800
	Total Personnel	\$ 129,487	\$ 140,787	\$ 142,019	\$ 127,230	\$ 127,230	\$ 132,935
<u>Operations and Maintenance</u>							
10 16-729200	Training & Conferences	-	-	-	-	54	2,500
10 16-733800	Professional Services	1,264	300	1,500	1,500	500	1,500
10 16-733820	Recording Fees	-	62	35	-	-	-
10 16-755000	Print and Publish	686	308	294	100	100	100
10 16-761000	Supplies -- Office	298	178	-	300	289	300
10 16-761100	Postage	78	-	205	550	1,010	1,000
10 16-764200	Memberships	236	236	236	300	244	300
	Total Operations and Maintenance	\$ 2,562	\$ 1,083	\$ 2,270	\$ 2,750	\$ 2,197	\$ 5,700
	Total Planning	\$ 132,049	\$ 141,870	\$ 144,289	\$ 129,980	\$ 129,427	\$ 138,635

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Engineering (10-18)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 18-711000	Salaries	53,464	5,966	-	159,000	72,489	261,100
10 18-713000	Overtime	382	47	-	-	-	-
10 18-716000	Education Incentive	1,725	199	-	-	-	-
10 18-721001	Health Insurance	19,101	3,242	-	39,000	6,000	65,510
10 18-721002	Dental Insurance	624	111	-	1,000	372	1,800
10 18-721004	Employee Life Insurance	166	34	-	530	192	400
10 18-721005	Short Term Disability	174	33	-	375	89	725
10 18-721006	Vision Insurance	120	20	-	275	90	450
10 18-722000	FICA/FMED - 7.65%	4,249	500	-	12,200	5,545	20,000
10 18-723000	Retirement 401	3,564	379	-	14,300	6,062	26,150
Total Personnel		\$ 83,568	\$ 10,532	\$ -	\$ 226,680	\$ 90,839	\$ 376,135
<u>Operations and Maintenance</u>							
10 18-729200	Training & Conferences	-	-	-	10,000	8,731	10,000
10 18-729400	Uniform Rental & Purchases	220	16	-	800	800	2,400
10 18-733610	Maintenance/Support Services	16,688	-	-	25,000	9,320	25,000
10 18-733800	Professional Services	308,763	374,773	383,495	500,000	500,000	200,000
10 18-743200	Vehicle Maintenance	206	1,519	-	5,000	1,000	2,000
10 18-743400	Equipment Repair	-	-	-	1,000	1,000	1,000
10 18-744700	Mobile Devices & Service	1,019	353	-	2,100	500	4,300
10 18-761000	Supplies -- Office	90	40	-	200	200	400
10 18-761005	Supplies	346	-	-	500	500	4,000
10 18-761100	Postage	1	25	80	100	300	300
10 18-762600	Gasoline/Fuel	2,428	1,725	-	1,000	900	6,000
10 18-764131	Small Tools	-	-	-	-	-	5,200
10 18-764200	Memberships	-	-	-	500	100	500
Total Operations and Maintenance		\$ 329,762	\$ 378,450	\$ 383,575	\$ 546,200	\$ 523,351	\$ 261,100
<u>Operating Capital</u>							
10 18-774250	Computer Equipment	-	-	-	-	-	1,500
10 18-774260	Office Furniture	-	-	-	-	-	-
10 18-774265	Vehicle(s)	-	-	-	-	-	50,000
Total Operating Capital		-	-	-	-	-	\$ 51,500
Total Engineering		\$ 413,330	\$ 388,982	\$ 383,575	\$ 772,880	\$ 614,190	\$ 688,735

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Information Technology (10-19)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 19-711000	Salaries	61,528	67,280	74,584	132,700	130,991	156,286
10 19-713000	Overtime	244	-	-	-	90	150
10 19-721001	Health Insurance	15,934	16,405	16,766	36,500	21,318	22,200
10 19-721002	Dental Insurance	528	528	528	1,000	572	530
10 19-721004	Employee Life Insurance	189	200	238	530	409	470
10 19-721005	Short Term Disability	149	161	172	375	311	360
10 19-721006	Vision Insurance	111	132	132	275	143	150
10 19-722000	FICA/FMED - 7.65%	4,554	4,965	5,507	10,200	9,955	12,000
10 19-723000	Retirement 401	4,325	4,725	5,222	12,000	11,437	15,700
	Total Personnel	\$ 87,562	\$ 94,396	\$ 103,149	\$ 193,580	\$ 175,226	\$ 207,846
<u>Operations and Maintenance</u>							
10 19-729200	Training & Conferences	-	3,445	1,074	8,200	7,200	1,800
10 19-729400	Uniform Rental/Purchase	-	-	167	400	400	400
10 19-733000	Contractual - Cable TV						900
10 19-733610	Maintenance/Support Services	172,978	208,791	249,457	382,500	275,000	354,000
10 19-733800	Professional Services	69,691	84,811	94,484	100,000	100,000	157,200
10 19-743102	Telephone Service						27,000
10 19-743400	Equipment Repair	-	1,360	-	5,000	5,000	6,000
10 19-744700	Mobile Devices & Service	1,433	959	1,059	1,700	1,700	1,800
10 19-753010	Internet Connections	62,644	57,322	65,284	50,000	50,000	50,000
10 19-761000	Supplies -- Office	216	199	192	500	500	500
10 19-761100	Postage	1	25	90	30	75	100
10 19-762600	Gasoline/Fuel	-	-	-	-	-	-
	Total Operations and Maintenance	\$ 306,962	\$ 356,912	\$ 411,808	\$ 548,330	\$ 439,875	\$ 599,700
<u>Operating Capital</u>							
10 19-774131	Tools	-	-	-	-	-	765
10 19-774250	Computer Equipment	11,485	59,610	22,673	103,600	102,100	6,480
10 19-774253	Printers	-	3,753	-	4,000	3,200	665
10 19-774255	Machinery & Equipment	-	3,984	-	-	-	17,582
10 19-774260	Office Furniture	-	300	-	4,500	4,200	-
10 19-774267	Communication Equipment	6,483	28,894	32,013	-	-	-
	Total Operating Capital	\$ 17,968	\$ 96,541	\$ 54,686	\$ 112,100	\$ 109,500	\$ 25,492
	Total Information Technology	\$ 412,493	\$ 547,849	\$ 569,644	\$ 854,010	\$ 724,601	\$ 833,038

City of Osage Beach
FY2025 Operating Budget

General Fund Expenditures		FY2021	FY2022	FY2023	FY2024	FY2024	FY2025
Emergency Management (10-20)		Actual	Actual	Actual	Budget	Projected Year-End	Budget
<u>Operations and Maintenance</u>							
10 20-729200	Training & Conferences	-	-	-	700	-	500
10 20-733610	Maintenance/Support Services	-	270	-	-	-	2,000
10 20-743101	Siren Maintenance	15,865	5,395	7,314	7,500	5,937	7,500
10 20-754250	Community Promotions & Events	-	-	-	200	-	200
	Total Operations and Maintenance	\$ 15,865	\$ 5,665	\$ 7,314	\$ 8,400	\$ 5,937	\$ 10,200
<u>Operating Capital</u>							
10 20-774120	Emergency Mgmt Capital	-	-	-	20,000	19,425	-
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 20,000	\$ 19,425	\$ -
	Total Emergency Management	\$ 15,865	\$ 5,665	\$ 7,314	\$ 28,400	\$ 25,362	\$ 10,200

**City of Osage Beach
FY2025 Operating Budget**

General Fund Expenditures Economic Development (10-21)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
10 21-711000	Salaries	-	23,741	36,705	53,500	-	64,000
10 21-721001	Health Insurance	-	1,198	2,277	19,500	-	19,300
10 21-721002	Dental Insurance	-	-	-	530	-	530
10 21-721004	Employee Life Insurance	-	44	116	275	-	150
10 21-721005	Short Term Disability	-	49	135	180	-	180
10 21-721006	Vision Insurance	-	-	-	135	-	135
10 21-722000	FICA/FMED - 7.65%	-	1,908	2,983	4,100	-	4,900
10 21-723000	Retirement 401	-	1,357	2,729	4,815	-	6,400
	Total Personnel	\$ -	\$ 28,298	\$ 44,944	\$ 83,035	\$ -	\$ 95,595
<u>Operations and Maintenance</u>							
10 21-729200	Training & Conferences	2,355	3,963	2,423	4,700	-	4,700
10 21-731100	TIF Proposal Exp.	1,219	56,598	88,712	70,000	25,000	70,000
10 21-733800	Professional Services	2,850	2,850	2,850	62,000	3,000	55,000
10 21-744700	Mobile Devices & Service	-	267	434	500	100	600
10 21-754000	Advertising	26,100	28,425	26,604	27,000	5,000	25,000
10 21-754220	Maint & Repair Lights/Banners	4,496	1,351	1,439	5,000	4,000	5,000
10 21-754250	Community Promotions & Events	16,405	25,274	49,641	40,000	40,000	40,000
10 21-754255	Community Event Support	10,000	9,000	8,000	13,000	8,000	13,000
10 21-761000	Supplies -- Office	-	87	921	500	-	500
10 21-764200	Memberships	3,394	3,395	4,295	4,600	3,600	4,600
10 21-764210	Trans TIF Prewitt's Pt.	481,354	-	-	-	-	-
10 21-764211	Component Unit Transfers	173,303	163,786	185,989	206,500	180,830	185,000
	Total Operations and Maintenance	\$ 721,476	\$ 294,997	\$ 371,307	\$ 433,800	\$ 269,530	\$ 403,400
<u>Operating Capital</u>							
10 21-774260	Office Furniture	-	-	309	-	-	-
	Total Operating Capital	\$ -	\$ -	\$ 309	\$ -	\$ -	\$ -
<u>Capital Expansion</u>							
10 21-773020	Holiday Lights/Banners	-	6,095	45,432	-	-	-
	Total Capital Expansion	\$ -	\$ 6,095	\$ 45,432	\$ -	\$ -	\$ -
	Total Economic Development	\$ 721,476	\$ 329,389	\$ 461,992	\$ 516,835	\$ 269,530	\$ 498,995

City of Osage Beach
FY2025 Operating Budget

General Fund Expenditures Transfer to Other Funds (10-90)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Transfer to Other Funds</u>							
10 90-799935	Transfer to Sewer Fund	-	-	-	950,604	950,604	-
10 90-799940	Transfer to Ambulance Fund	290,000	555,000	380,000	408,000	408,000	465,000
	Total Transfer to Other Funds	<u>\$ 290,000</u>	<u>\$ 555,000</u>	<u>\$ 380,000</u>	<u>\$ 1,358,604</u>	<u>\$ 1,358,604</u>	<u>\$ 465,000</u>
	Total General Fund Expenditures	<u>\$ 7,184,816</u>	<u>\$ 7,906,107</u>	<u>\$ 8,839,769</u>	<u>\$ 12,276,926</u>	<u>\$ 10,807,165</u>	<u>\$ 11,558,594</u>

**City of Osage Beach
FY2025 Operating Budget**

Capital Improvement Tax Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated

Restricted - Other

Unrestricted

1,333,076

TOTAL Cash & Equivalent Balance January 1, 2025

\$ 1,333,076

Revenue

Taxes

3,201,250

Other Income

90,000

TOTAL Revenues

\$ 3,291,250

Expenditures

Operations & Maintenance

92,500

Transfer to Other Funds

1,930,000

TOTAL Expenditures

\$ 2,022,500

Cash & Equivalent Balance December 31, 2025 - Estimated

Restricted - Other

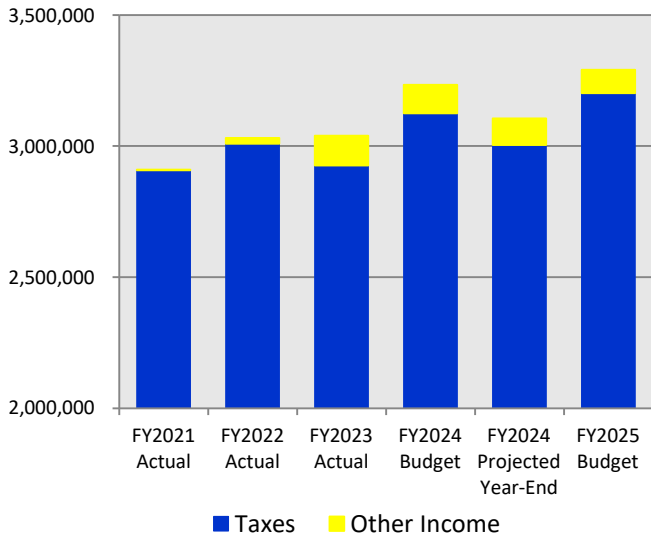
Unrestricted

2,601,826

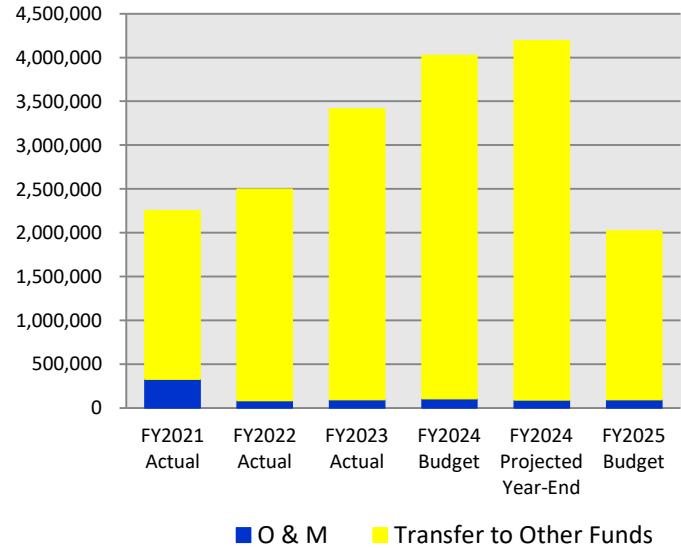
TOTAL Cash & Equivalent Balance December 31, 2025

\$ 2,601,826

FY2021 - FY2025 CIT Fund Revenues



FY2021 - FY2025 CIT Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

Capital Improvement Fund Revenues (Fund 19)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Taxes</u>							
19 00-400000	Tax -- Sales - Osage Beach	2,907,654	3,009,060	2,925,348	3,125,000	3,004,525	3,201,250
	Total Taxes	\$ 2,907,654	\$ 3,009,060	\$ 2,925,348	\$ 3,125,000	\$ 3,004,525	\$ 3,201,250
<u>Other Income</u>							
19 00-490000	Interest Earned	2,115	22,281	113,585	108,000	100,400	90,000
	Total Other Income	\$ 2,115	\$ 22,281	\$ 113,585	\$ 108,000	\$ 100,400	\$ 90,000
	Total Capital Improvement Fund Revenues	<u>\$ 2,909,769</u>	<u>\$ 3,031,341</u>	<u>\$ 3,038,933</u>	<u>\$ 3,233,000</u>	<u>\$ 3,104,925</u>	<u>\$ 3,291,250</u>

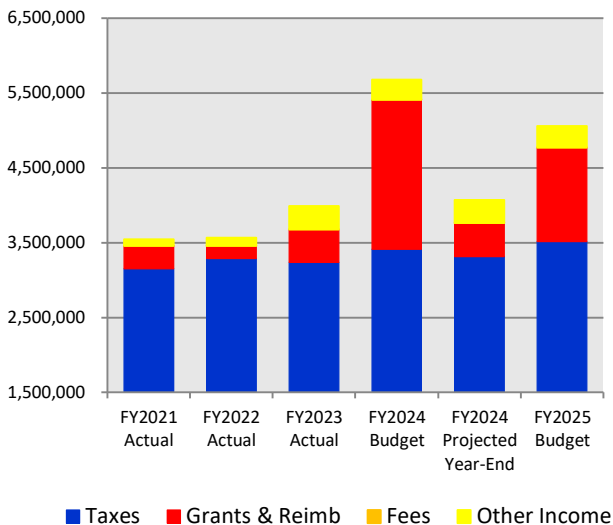
Capital Improvement Fund Expenditures (Fund 19)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Operations and Maintenance</u>							
19 00-764210	Trans TIF Prewitt's Pt	240,704	-	-	-		-
19 00-764211	Component Unit Transfers	86,652	81,893	92,994	103,250	90,415	92,500
	Total Operations and Maintenance	\$ 327,355	\$ 81,893	\$ 92,994	\$ 103,250	\$ 90,415	\$ 92,500
<u>Transfer to Other Funds</u>							
19 00-799910	Transfer to General Fund	-	-	21,000	-	354,414	315,000
19 00-799930	Transfer to Water and/or Sewer Fund	1,925,000	2,415,000	3,300,000	3,919,822	3,746,522	1,615,000
	Total Transfer to Other	\$ 1,925,000	\$ 2,415,000	\$ 3,321,000	\$ 3,919,822	\$ 4,100,936	\$ 1,930,000
	Total Capital Improvement Fund Expenditures	<u>\$ 2,252,355</u>	<u>\$ 2,496,893</u>	<u>\$ 3,413,994</u>	<u>\$ 4,023,072</u>	<u>\$ 4,191,351</u>	<u>\$ 2,022,500</u>

**City of Osage Beach
FY2025 Operating Budget**

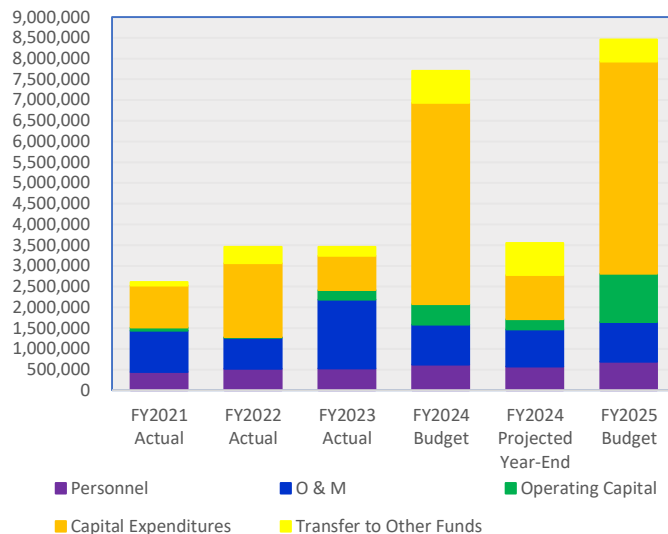
Transportation Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated	
Restricted - Fund Reserve	930,000
Restricted - Parkway Rehab	2,400,000
Unrestricted	3,582,267
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 6,912,267
Revenue	
Taxes	3,516,250
Grants & Reimbursements	1,255,000
Fees	1,500
Other Income	290,500
TOTAL Revenues	\$ 5,063,250
Expenditures	
Personnel Services	683,475
Operations & Maintenance	962,661
Operating Capital	1,166,784
Capital Expenditures	5,107,942
Transfer to Other Funds	537,000
TOTAL Expenditures	\$ 8,457,862
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserve	930,000
Restricted - Stormwater Mitigation	50,000
Restricted - Other	2,400,000
Unrestricted	137,655
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 3,517,655

FY2021 - FY2025 Transportation Fund Revenues



FY2021 - FY2025 Transportation Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

Transportation Fund Revenues (Fund 20)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Taxes</u>							
20 00-400000	Tax -- Sales - Osage Beach	2,907,870	3,009,258	2,925,552	3,125,000	3,004,654	3,201,250
20 00-400100	Tax -- MO Fuel Share	117,701	140,340	165,288	150,000	160,000	165,000
20 00-400200	Tax -- MO Vehicle License	68,870	65,308	71,386	65,000	70,000	70,000
20 00-400300	County Road Property Tax	59,833	74,015	75,958	75,000	79,900	80,000
	Total Taxes	\$ 3,154,273	\$ 3,288,921	\$ 3,238,183	\$ 3,415,000	\$ 3,314,554	\$ 3,516,250
<u>Grants and Reimbursements</u>							
20 00-440115	Special Road District Contributions	307,465	154,393	418,022	227,018	200,000	55,000
20 00-440180	Grants -- Transportation	-	14,655	23,633	1,771,579	250,000	1,200,000
	Total Grants and Reimbursements	\$ 307,465	\$ 169,048	\$ 441,655	\$ 1,998,597	\$ 450,000	\$ 1,255,000
<u>Fees</u>							
20 00-450400	Fees -- Copies, Maps, & Misc.	588	2,850	858	1,200	1,800	1,500
	Total Fees	\$ 588	\$ 2,850	\$ 858	\$ 1,200	\$ 1,800	\$ 1,500
<u>Other Income</u>							
20 00-490000	Interest Earned	30,670	91,519	272,308	250,000	300,000	275,000
20 00-490160	Revenue Share Credit	8	-	-	-	-	-
20 00-490200	Retirement Earnings	118	-	-	-	-	-
20 00-600000	Sale of Used Equipment	48,480	151	18,838	15,300	94	15,000
20 00-600005	Insurance -- Settlement	4,165	13,913	16,476	-	6,200	-
20 00-600009	Scrap Metal Recycle	963	1,171	1,535	500	1,285	500
	Total Other Income	\$ 84,403	\$ 106,754	\$ 309,157	\$ 265,800	\$ 307,579	\$ 290,500
	Total Transportation Fund Revenues	\$ 3,546,729	\$ 3,567,573	\$ 3,989,853	\$ 5,680,597	\$ 4,073,933	\$ 5,063,250

**City of Osage Beach
FY2025 Operating Budget**

Transportation Fund Expenditures (Fund 20)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
20 00-711000	Salaries	284,921	335,321	345,159	380,000	379,525	401,500
20 00-713000	Overtime	3,585	12,063	9,853	10,000	17,700	18,800
20 00-716000	Education Incentive	1,558	3,062	3,653	3,000	3,045	3,000
20 00-721001	Health Insurance	88,811	95,226	86,237	122,000	84,263	149,500
20 00-721002	Dental Insurance	2,757	2,702	2,168	4,100	2,785	4,775
20 00-721004	Employee Life Insurance	777	844	1,009	1,400	1,203	1,200
20 00-721005	Short Term Disability	893	918	1,040	1,400	1,285	1,600
20 00-721006	Vision Insurance	518	540	502	775	573	1,100
20 00-722000	FICA/FMED - 7.65%	20,541	25,841	27,057	30,100	29,945	32,500
20 00-723000	Retirement 401	17,325	18,245	19,169	35,400	32,289	42,500
20 00-725000	Unemployment Compensation	-	-	-	-	-	-
20 00-726000	Workers' Compensation	16,770	23,658	26,606	27,000	23,536	27,000
Total Personnel		\$ 438,456	\$ 518,420	\$ 522,453	\$ 615,175	\$ 576,149	\$ 683,475
<u>Operations and Maintenance</u>							
20 00-729200	Training & Conferences	2,823	5,577	7,407	12,000	12,000	15,340
20 00-729400	Uniform Rental/Purchases	8,399	12,248	11,651	13,500	16,000	16,000
20 00-733240	Contracted Labor	1,904	5,028	5,515	7,000	7,000	7,000
20 00-733610	Maintenance/Support Services	2,389	5,566	2,348	23,328	22,000	10,600
20 00-733750	Administrative Reimb.	284,000	270,000	137,000	268,000	268,000	258,000
20 00-733800	Professional Services	-	5,574	21,793	76,000	26,000	10,500
20 00-742000	Janitorial Service	3,453	4,120	4,613	7,200	7,200	7,200
20 00-742100	Trash Service	642	775	979	1,700	1,150	1,000
20 00-743100	Maintenance & Repair	4,061	5,734	8,552	6,400	6,400	6,400
20 00-743110	Natural Gas Service						1,000
20 00-743103	Supplies -- Bldg/Janitorial	2,449	2,484	3,036	3,000	3,000	3,150
20 00-743104	Electric Svc -- Bldg/Facility	2,809	3,215	2,044	4,000	4,000	4,000
20 00-743106	Streetlight Repair	18,615	17,142	25,627	27,000	17,000	27,000
20 00-743107	Signal Repair	31,087	23,215	34,635	25,000	5,000	25,000
20 00-743200	Vehicle Maintenance	26,786	37,512	46,597	25,000	50,000	55,000
20 00-743400	Equipment Repair	29,250	26,266	26,174	46,250	46,250	46,250
20 00-743410	Small Equip/Tool Repairs	1,422	2,584	3,004	2,800	3,000	3,000
20 00-744200	Rental/Lease -- Equipment	-	1,500	146	1,800	100	10,000
20 00-744700	Mobile Devices & Service	4,287	6,265	6,346	6,000	8,000	8,500
20 00-752000	Insurance -- Property & Liability	18,196	21,632	24,021	24,000	24,795	30,186
20 00-752100	Self-Insurance Claim	241	-	-	500	3,705	500
20 00-754000	Advertising	84	109	430	500	119	500
20 00-761000	Supplies -- Office	295	702	1,092	2,000	1,600	2,000
20 00-761005	Supplies	546	3,686	1,976	2,000	4,500	3,500
20 00-761100	Postage	21	202	278	300	275	300
20 00-761300	Road Repair & Maintenance	49,741	36,679	69,246	80,000	90,000	100,000
20 00-761400	Sign Parts & Maintenance	15,499	15,446	41,825	12,000	12,000	12,000
20 00-761500	Paint	8,146	15,086	14,989	17,000	16,930	38,125
20 00-761520	Sand and Gravel	1,734	1,622	2,398	2,000	2,000	2,000
20 00-761600	Chemicals	39,860	17,558	18,042	42,000	27,000	42,000
20 00-762210	Electric Svc -- Streetlights	69,785	62,928	59,436	65,000	60,000	65,000

**City of Osage Beach
FY2025 Operating Budget**

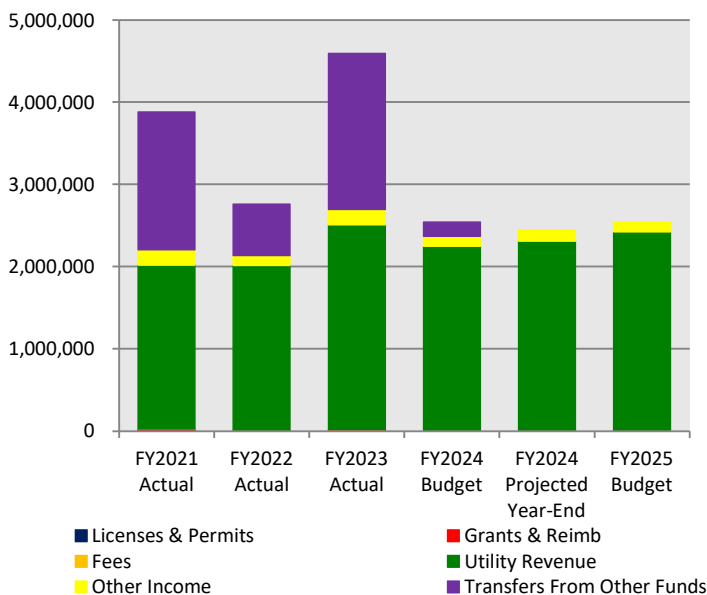
		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Transportation Fund Expenditures (Fund 20)							
20 00-762600	Gasoline/Fuel	34,551	52,382	37,322	50,000	46,000	50,000
20 00-764131	Small Tools	4,036	3,973	7,430	8,200	8,200	8,610
20 00-764200	Memberships	120	199	201	500	400	500
20 00-764206	Seal	-	-	177,017	-	-	-
20 00-764207	Asphalt Overlay	-	109	764,345	-	-	-
20 00-764210	Trans TIF Prewitt's Pt	240,704	-	-	-	-	-
20 00-764211	Component Unit Transfers	86,652	81,893	92,994	103,250	90,415	92,500
	Total Operations and Maintenance	\$ 994,588	\$ 749,010	\$ 1,660,506	\$ 965,228	\$ 890,039	\$ 962,661
Operating Capital							
20 00-774250	Computer Equipment	-	1,336	7,964	4,167	4,000	-
20 00-774251	Computer Software	-	-	-	-	-	-
20 00-774255	Machinery & Equipment	40,826	13,810	14,239	73,354	73,354	347,200
20 00-774256	Building Improvements	21,444	-	13,025	18,200	18,000	181,500
20 00-774260	Office Furniture	-	-	-	-	-	1,700
20 00-774265	Vehicle(s)	13,500	-	197,613	399,586	149,500	636,384
	Total Operating Capital	\$ 75,770	\$ 15,146	\$ 232,842	\$ 495,307	\$ 244,854	\$ 1,166,784
Capital Expenditures							
20 00-773105	Land Purchase	-	-	164	-	-	-
20 00-773110	Streetlights	-	-	-	-	-	10,000
20 00-773155	Misc. Streets/Roads	77,110	1,056,101	643,234	2,943,694	400,000	3,742,942
20 00-773175	Misc. Storm Sewer Projects	-	-	-	-	-	-
20 00-773209	Dude Ranch Sidewalk/Trail	-	-	-	-	-	-
20 00-773210	Special Road District Projects	107,860	193,686	152,792	151,498	238	155,000
20 00-773211	Sidewalk Improvements -- OB Pkwy	15,129	426,177	19,232	-	-	-
20 00-773213	Safe Streets For All Project	-	-	-	-	-	1,000,000
20 00-773216	Osage Beach Parkway	9,307	23,886	12,300	1,760,000	665,000	200,000
20 00-773223	Mace Road	736,395	81,850	-	-	-	-
20 00-773225	Beach Drive	72,473	-	-	-	-	-
	Total Capital Expenditures	\$ 1,018,274	\$ 1,781,701	\$ 827,721	\$ 4,855,192	\$ 1,065,238	\$ 5,107,942
Transfer to Other Funds							
20 00-799945	Transfer to Lee C. Fine Fund	-	200,000	25,000	565,000	565,000	320,000
20 00-799947	Transfer to Grand Glaize Fund	82,000	190,000	190,000	206,000	206,000	217,000
	Total Transfer to Other Funds	\$ 82,000	\$ 390,000	\$ 215,000	\$ 771,000	\$ 771,000	\$ 537,000
	Total Transportation Fund Expenditures	\$ 2,609,087	\$ 3,454,277	\$ 3,458,522	\$ 7,701,902	\$ 3,547,280	\$ 8,457,862

**City of Osage Beach
FY2025 Operating Budget**

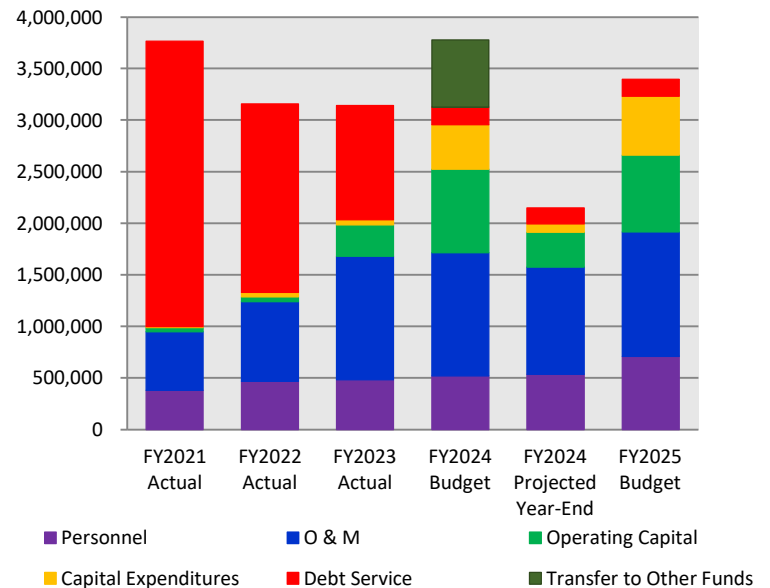
Water Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated	
Restricted - Fund Reserve	357,000
Restricted - Other	
Unrestricted	2,743,702
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 3,100,702
Revenue	
Licenses & Permits	2,000
Grants & Reimbursements	-
Fees	1,000
Utility Revenue	2,421,400
Other Income	120,700
Transfer From Other Funds	-
TOTAL Revenues	\$ 2,545,100
Expenditures	
Personnel Services	707,000
Operations & Maintenance	1,207,291
Operating Capital	745,631
Capital Expenditures	571,280
Transfer to Other Funds	-
Debt Service	164,850
TOTAL Expenditures	\$ 3,396,052
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserve	357,000
Restricted - Other	
Unrestricted	1,892,750
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 2,249,750

FY2021 - FY2025 Water Fund Revenues



FY2021 - FY2025 Water Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Water Fund Revenues (Fund 30)							
<u>Licenses and Permits</u>							
30 00-430101	Site Development	6,034	2,046	8,531	3,000	1,500	2,000
	Total Licenses and Permits	\$ 6,034	\$ 2,046	\$ 8,531	\$ 3,000	\$ 1,500	\$ 2,000
<u>Grants and Reimbursements</u>							
30 00-440200	Grant Revenue	21,061	5,138	16,976	-	-	-
	Total Grants and Reimbursements	\$ 21,061	\$ 5,138	\$ 16,976	\$ -	\$ -	\$ -
<u>Fees</u>							
30 00-450400	Fees -- Copies, Maps, & Misc.	688	2,744	1,064	800	1,080	1,000
	Total Fees	\$ 688	\$ 2,744	\$ 1,064	\$ 800	\$ 1,080	\$ 1,000
<u>Utility Revenue</u>							
30 00-470001	Water Collection	1,878,861	1,910,500	2,113,653	2,153,000	2,250,000	2,360,000
30 00-470010	Water Tap Fee	7,703	9,919	25,322	10,000	9,000	10,000
30 00-470100	Late Penalty	3,614	4,412	4,731	4,400	4,300	4,400
30 00-470200	Reconnection Fees	4,911	5,830	9,310	4,000	7,700	7,000
30 00-470500	Water Impact Fees	93,787	71,809	335,978	75,000	38,000	40,000
	Total Utility Revenue	\$ 1,988,876	\$ 2,002,470	\$ 2,488,995	\$ 2,246,400	\$ 2,309,000	\$ 2,421,400
<u>Other Income</u>							
30 00-490000	Interest Earned	9,441	17,712	97,710	79,500	120,000	100,000
30 00-490150	Interest Subsidy DNR	174,901	102,206	48,238	25,000	16,300	5,000
30 00-490160	Revenue Share Credit	33	-	-	-	-	-
30 00-490200	Retirement Earnings	136	-	-	-	-	-
30 00-600000	Sale of Used Equipment	-	167	13,878	15,300	775	400
30 00-600003	Credit Card Fees	-	-	376	700	-	14,000
30 00-600005	Insurance -- Settlement	110	-	23,075	-	-	-
30 00-600008	Royalties -- Service Line	451	367	380	380	235	300
30 00-600009	Scrap Metal Recycle	3,699	2,358	3,315	500	1,344	1,000
	Total Other Income	\$ 188,771	\$ 122,810	\$ 186,973	\$ 121,380	\$ 138,654	\$ 120,700
<u>Transfers From Other Funds</u>							
30 00-620019	Transfer from CIT Fund	1,675,000	625,000	1,900,000	173,300	-	-
	Total Transfers From Other Funds	\$ 1,675,000	\$ 625,000	\$ 1,900,000	\$ 173,300	\$ -	\$ -
	Total Water Fund Revenues	\$ 3,880,431	\$ 2,760,207	\$ 4,602,539	\$ 2,544,880	\$ 2,450,234	\$ 2,545,100

**City of Osage Beach
FY2025 Operating Budget**

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Water Fund Expenditures (Fund 30)							
<u>Personnel</u>							
30 00-711000	Salaries	259,322	292,363	298,709	310,000	325,157	396,500
30 00-713000	Overtime	12,106	45,469	44,905	25,000	51,850	55,100
30 00-714000	Holiday Pay	-	244	2,193	-	-	-
30 00-716000	Education Incentive	-	1,731	4,713	4,500	5,432	5,000
30 00-721001	Health Insurance	59,626	63,188	65,928	91,000	76,052	147,500
30 00-721002	Dental Insurance	2,479	1,750	1,847	2,900	2,285	4,500
30 00-721004	Employee Life Insurance	783	795	974	1,100	1,125	1,200
30 00-721005	Short Term Disability	908	873	970	1,200	1,168	1,700
30 00-721006	Vision Insurance	424	518	469	800	560	1,000
30 00-722000	FICA/FMED - 7.65%	20,519	25,851	26,609	25,700	28,178	35,000
30 00-723000	Retirement 401	18,611	23,328	23,011	30,600	33,401	46,000
30 00-726000	Workers' Compensation	5,534	8,329	12,459	27,000	10,375	13,500
Total Personnel		\$ 380,312	\$ 464,438	\$ 482,786	\$ 519,800	\$ 535,583	\$ 707,000
<u>Operations and Maintenance</u>							
30 00-729200	Training & Conferences	2,047	5,732	3,007	7,250	7,000	14,000
30 00-729400	Uniform Rental/Purchases	6,418	7,661	10,315	11,500	14,250	14,000
30 00-733200	Legal Services	158	104	124	100	100	100
30 00-733500	Credit Card Fees	11,260	17,229	23,794	18,500	28,146	14,500
30 00-733610	Maintenance/Support Services	2,389	6,982	10,276	33,328	31,500	21,834
30 00-733750	Administrative Reimb.	93,000	127,500	119,000	123,000	123,000	205,000
30 00-733800	Professional Services	1,257	728	29,403	120,000	100,000	62,500
30 00-742000	Janitorial Service	3,453	4,120	4,613	7,200	7,200	7,200
30 00-742100	Trash Service	642	775	979	1,700	1,150	1,000
30 00-743110	Natural Gas Service						1,000
30 00-743100	Maintenance & Repair	3,291	5,888	7,534	6,400	6,400	6,400
30 00-743103	Supplies -- Bldg/Janitorial	1,783	2,476	1,377	3,000	3,000	3,150
30 00-743104	Electric Svc -- Bldg/Facility	2,676	3,125	2,031	4,000	4,000	4,000
30 00-743200	Vehicle Maintenance	5,074	10,245	6,097	11,240	7,000	11,802
30 00-743300	Repair of System	199,478	300,132	684,078	534,000	400,000	500,000
30 00-743400	Equipment Repair	1,721	7,982	8,501	8,400	8,400	8,400
30 00-744200	Rental/Lease -- Equipment	-	9,611	31	1,000	120	1,000
30 00-744700	Mobile Devices & Service	3,600	5,390	3,920	4,800	4,300	10,500
30 00-752000	Insurance -- Property & Liability	29,777	31,821	38,921	40,000	45,873	57,485
30 00-752100	Self-Insurance Claim	-	526	-	400	-	400
30 00-754000	Advertising	-	120	252	400	100	400
30 00-761000	Supplies -- Office	485	742	1,145	2,000	1,600	2,000
30 00-761002	Supplies -- Billing	941	1,073	-	1,000	978	1,050
30 00-761005	Supplies	1,435	4,822	3,742	4,000	4,000	3,500
30 00-761100	Postage	319	757	808	800	875	800
30 00-761101	Postage -- Utility	4,996	6,110	6,600	6,400	7,000	7,000
30 00-761600	Chemicals	17,288	37,653	29,844	35,000	35,000	35,000
30 00-762200	Electric Service	155,104	147,895	173,810	180,000	172,000	180,000
30 00-762600	Gasoline/Fuel	14,864	20,336	17,569	18,000	15,000	18,900
30 00-764131	Small Tools	2,588	3,736	7,023	7,400	7,400	12,770
30 00-764200	Memberships	1,071	1,409	1,636	1,400	1,593	1,600
Total Operations and Maintenance		\$ 567,117	\$ 772,678	\$ 1,196,432	\$ 1,192,218	\$ 1,036,985	\$ 1,207,291

**City of Osage Beach
FY2025 Operating Budget**

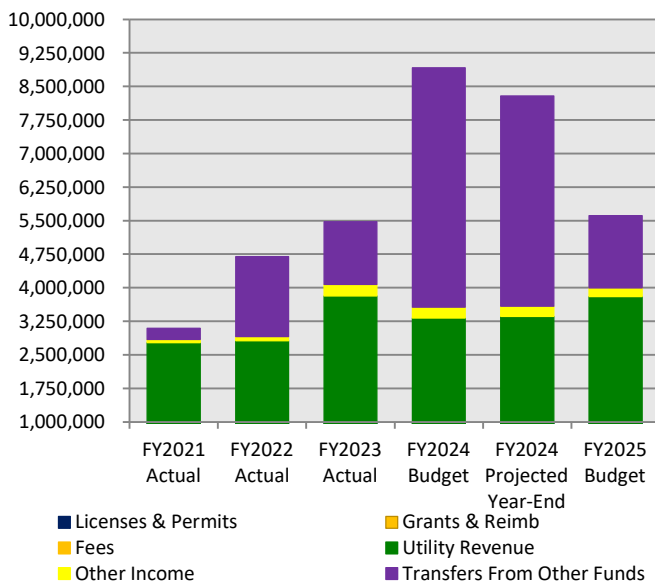
Water Fund Expenditures (Fund 30)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Operating Capital</u>							
30 00-774250	Computer Equipment	-	-	3,535	4,167	4,167	-
30 00-774251	Computer Software	-	2,595	-	-	-	-
30 00-774255	Machinery & Equipment	9,014	12,174	47,064	219,924	155,664	177,300
30 00-774256	Building Improvements	21,543	-	13,025	24,556	24,556	32,500
30 00-774260	Office Furniture	-	-	-	-	-	1,700
30 00-774265	Vehicle(s)	-	-	224,366	110,800	70,413	120,387
30 00-774269	Tower & Well Improvements	10,450	33,200	16,991	451,700	85,000	413,744
	Total Operating Capital	\$ 41,007	\$ 47,969	\$ 304,981	\$ 811,147	\$ 339,800	\$ 745,631
<u>Capital Expenditures</u>							
30 00-773100	Engineering	964	-	-	-	-	-
30 00-773141	Other Water Connection	-	-	7,315	-	-	-
30 00-773170	New Wells	-	-	-	-	-	120,000
30 00-773177	Connecting Water	-	-	3,644	280,000	20,000	400,000
30 00-773221	New Water Connections	7,703	9,919	25,322	20,000	10,000	10,000
30 00-773222	SCADA Improvements	-	33,111	-	-	-	41,280
30 00-773300	Unserved Area Infrastructure	-	-	12,053	130,000	50,000	-
	Total Capital Expenditures	\$ 8,667	\$ 43,030	\$ 48,334	\$ 430,000	\$ 80,000	\$ 571,280
<u>Transfer to Other Funds</u>							
30 00-799930	Transfer to Sewer Fund	-	-	-	650,000	-	-
	Total Transfer to Other	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -
<u>Debt Service</u>							
30 00-776000	DNR Admin Fee	32,720	20,013	3,015	7,500	2,800	2,500
30 00-777000	Financial Services	1,194	-	-	-	-	-
30 00-780000	Principal	2,465,000	1,652,500	1,035,000	145,000	145,000	145,000
30 00-782000	Interest	269,144	155,985	70,185	20,800	7,800	17,350
	Total Debt Service	\$ 2,768,058	\$ 1,828,498	\$ 1,108,200	\$ 173,300	\$ 155,600	\$ 164,850
	Total Water Fund Expenditures	\$ 3,765,161	\$ 3,156,613	\$ 3,140,734	\$ 3,776,465	\$ 2,147,968	\$ 3,396,052

**City of Osage Beach
FY2025 Operating Budget**

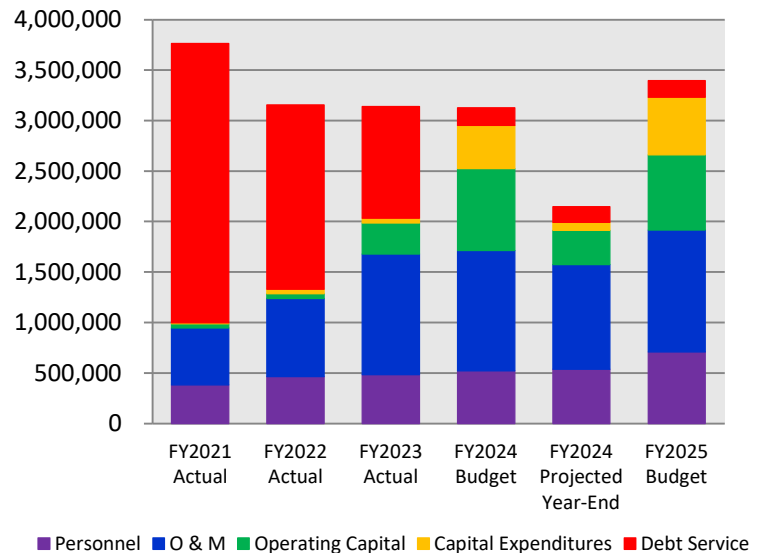
Sewer Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated	
Restricted - Fund Reserve	712,000
Restricted - Other	2,863,348
Unrestricted	2,366,292
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 5,941,640
Revenue	
Licenses & Permits	5,000
Grants & Reimbursemei	-
Fees	1,500
Utility Revenue	3,793,500
Other Income	196,435
Transfer From Other Funds	1,615,000
TOTAL Revenues	\$ 5,611,435
Expenditures	
Personnel Services	1,188,550
Operations & Maintenance	3,491,308
Operating Capital	609,755
Capital Expenditures	2,364,714
Debt Service	321,800
TOTAL Expenditures	\$ 7,976,127
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserve	712,000
Restricted - Other	2,863,348
Unrestricted	1,600
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 3,576,948

FY2021 - FY2024 Sewer Fund Revenues



FY2021 - FY2024 Sewer Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

Sewer Fund Revenues (Fund 35)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Licenses and Permits</u>							
35 00-430101	Site Development	9,950	10,342	20,372	10,000	4,500	5,000
	Total Licenses and Permits	\$ 9,950	\$ 10,342	\$ 20,372	\$ 10,000	\$ 4,500	\$ 5,000
<u>Grants and Reimbursements</u>							
35 00-440200	Grant Revenue	15,395	34,594	3,976	-	-	-
	Total Grants and Reimbursements	\$ 15,395	\$ 34,594	\$ 3,976	\$ -	\$ -	\$ -
<u>Fees</u>							
35 00-450400	Fees -- Copies, Maps, & Misc.	3,929	1,353	4,367	1,500	14,500	1,500
	Total Fees	\$ 3,929	\$ 1,353	\$ 4,367	\$ 1,500	\$ 14,500	\$ 1,500
<u>Utility Revenue</u>							
35 00-470000	Sewage Collection	2,530,774	2,564,296	2,851,819	3,130,000	3,247,000	3,700,000
35 00-470100	Late Penalty	7,362	7,196	7,457	6,500	6,000	6,500
35 00-470200	Reconnection Fees	6,338	516	3,750	1,000	3,000	2,000
35 00-470300	Plant Capacity Fee	56,330	52,460	307,020	75,000	23,500	25,000
35 00-470350	Sewer Development Charge	143,498	145,596	616,042	100,000	60,000	60,000
	Total Utility Revenue	\$ 2,744,302	\$ 2,770,064	\$ 3,786,088	\$ 3,312,500	\$ 3,339,500	\$ 3,793,500
<u>Other Income</u>							
35 00-490000	Interest Earned	4,251	20,679	71,992	68,300	90,000	70,000
35 00-490005	Interest Treatment Plant	12,674	33,473	114,970	101,000	115,000	105,000
35 00-490150	Interest Subsidy DNR	40,681	31,935	27,600	18,500	18,810	5,000
35 00-490160	Revenue Share Credit	136	-	-	-	-	-
35 00-490200	Retirement Earnings	159	-	-	-	-	-
35 00-600000	Sale of Used Equipment	-	167	39,218	53,300	4,056	1,200
35 00-600003	Credit Card Fees	-	-	376	700	-	14,000
35 00-600005	Insurance -- Settlement	2,716	-	(1,293)	-	-	-
35 00-600008	Royalties -- Service Line	451	367	380	380	235	235
35 00-600009	Scrap Metal Recycle	5,808	2,866	5,903	500	1,400	1,000
	Total Other Income	\$ 66,876	\$ 89,486	\$ 259,147	\$ 242,680	\$ 229,501	\$ 196,435
<u>Transfers From Other Funds</u>							
35 00-620010	Transfer from General Fund	-	1,790,000	-	950,604	950,604	-
35 00-620019	Transfer from CIT Fund	250,000	-	1,400,000	3,746,522	3,746,522	1,615,000
35 00-6200xx	Transfer from Water Fund	-	-	-	650,000	-	-
	Total Transfers From Other Funds	\$ 250,000	\$ 1,790,000	\$ 1,400,000	\$ 5,347,126	\$ 4,697,126	\$ 1,615,000
	Total Sewer Fund Revenues	\$ 3,090,453	\$ 4,695,839	\$ 5,473,951	\$ 8,913,806	\$ 8,285,127	\$ 5,611,435

**City of Osage Beach
FY2025 Operating Budget**

Sewer Fund Expenditures (Fund 35)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
35 00-711000	Salaries	269,072	433,940	449,850	625,000	574,745	722,000
35 00-713000	Overtime	22,914	56,120	88,242	30,000	79,900	84,900
35 00-714000	Holiday Pay	-	476	3,072	-	-	-
35 00-716000	Education Incentive	-	192	1,384	2,000	1,756	2,250
35 00-721001	Health Insurance	81,530	116,269	119,357	145,000	126,291	202,000
35 00-721002	Dental Insurance	2,532	3,541	3,378	5,000	3,592	6,500
35 00-721004	Employee Life Insurance	794	908	1,184	1,300	1,855	2,100
35 00-721005	Short Term Disability	946	1,076	1,256	2,100	1,824	2,500
35 00-721006	Vision Insurance	426	662	601	1,100	682	1,400
35 00-722000	FICA/FMED - 7.65%	21,523	36,718	40,923	50,300	51,255	61,900
35 00-723000	Retirement 401	18,277	29,351	28,178	59,000	56,949	81,000
35 00-725000	Unemployment Compensation	786	-	-	-	-	-
35 00-726000	Workers' Compensation	8,724	12,084	20,860	22,000	19,139	22,000
Total Personnel		\$ 427,524	\$ 691,337	\$ 758,286	\$ 942,800	\$ 917,988	\$ 1,188,550
<u>Operations and Maintenance</u>							
35 00-729200	Training & Conferences	4,222	12,710	14,619	23,000	19,000	31,094
35 00-729400	Uniform Rental/Purchases	10,969	13,531	17,262	20,000	17,000	24,000
35 00-733200	Legal Services	169	385	142	100	107	150
35 00-733500	Credit Card Fees	11,260	17,230	24,084	19,000	28,146	14,500
35 00-733610	Maintenance/Support Services	13,128	12,672	18,213	35,912	22,000	29,034
35 00-733700	Pumpout/Grease Maintenance	5,896	4,115	-	-	-	-
35 00-733750	Administrative Reimb.	205,000	210,000	269,000	274,000	274,000	314,000
35 00-733800	Professional Services	14,989	6,525	168,174	200,000	120,000	50,000
35 00-741110	Treatment Plant Operation	463,477	464,991	492,076	500,000	513,000	528,000
35 00-742000	Janitorial Service	3,453	4,230	4,502	7,153	7,153	7,200
35 00-742100	Trash Service	642	775	979	1,700	1,150	1,000
35 00-743100	Maintenance & Repair	2,519	5,107	8,522	6,400	6,400	6,400
35 00-743110	Natural Gas Service						1,000
35 00-743103	Supplies -- Bldg/Janitorial	1,686	2,621	2,209	3,000	3,000	3,150
35 00-743104	Electric Svc -- Bldg/Facility	2,676	3,638	2,031	3,500	3,500	4,000
35 00-743200	Vehicle Maintenance	6,950	39,961	24,093	15,000	15,000	15,750
35 00-743300	Repair of System	577,117	1,453,559	1,607,844	1,600,000	1,600,000	1,600,000
35 00-743400	Equipment Repair	4,605	13,282	19,397	5,000	5,500	11,500
35 00-743415	Safety Equipment	-	-	56	-	-	-
35 00-743500	Pump Repairs	93,846	41,344	40,065	150,000	100,000	150,000
35 00-744200	Rental/Lease -- Equipment	100	11,985	2,422	4,000	4,699	39,200
35 00-744700	Mobile Devices & Service	5,196	10,935	12,581	18,000	14,000	55,000
35 00-752000	Insurance -- Property & Liability	72,167	67,205	132,715	78,000	94,775	116,530
35 00-752100	Self-Insurance Claim	-	1,266	2,360	100,000	6,000	5,000
35 00-761000	Supplies -- Office	678	787	1,275	200	1,600	2,000
35 00-761002	Supplies -- Billing	941	1,073	-	1,000	1,000	1,050
35 00-761005	Supplies	2,423	5,460	3,880	4,000	4,000	4,200
35 00-761100	Postage	358	1,072	866	900	1,150	1,000
35 00-761101	Postage -- Utility	5,723	6,110	6,600	6,700	7,200	7,500
35 00-762200	Electric Service	287,654	306,119	311,444	336,000	321,000	350,000
35 00-762600	Gasoline/Fuel	26,339	33,251	33,555	32,000	35,000	32,000
35 00-762700	Odor Control	153,971	17,778	17,712	60,000	60,000	60,000
35 00-764131	Small Tools	3,391	6,158	18,073	25,000	25,000	26,250
35 00-764200	Memberships	820	1,199	80	800	-	800
Total Operations and Maintenance		\$ 1,982,366	\$ 2,777,071	\$ 3,256,831	\$ 3,530,365	\$ 3,310,380	\$ 3,491,308

**City of Osage Beach
FY2025 Operating Budget**

Sewer Fund Expenditures (Fund 35)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Operating Capital</u>							
35 00-774250	Computer Equipment	-	-	3,535	4,167	4,000	-
35 00-774251	Computer Software	-	9,376	-	-	-	-
35 00-774255	Machinery & Equipment	17,293	-	38,182	300,144	192,000	13,800
35 00-774256	Building Improvements	21,444	-	13,025	24,556	24,556	52,500
35 00-774260	Office Furniture	-	-	-	-	-	1,700
35 00-774265	Vehicle(s)	-	-	413,704	482,633	85,344	541,755
	Total Operating Capital	\$ 38,737	\$ 9,376	\$ 468,447	\$ 811,500	\$ 305,900	\$ 609,755
<u>Capital Expenditures</u>							
35 00-773100	Engineering	46,419	16,067	-	-	-	-
35 00-773105	Land Purchase	-	-	-	-	-	-
35 00-773114	Lift Station Improvements	220,817	415,911	266,361	2,112,620	1,558,000	1,411,714
35 00-773115	LS Prewitt Pt (SDC)	-	112	-	-	-	-
35 00-773141	Misc. Sewer Projects	-	-	-	-	-	387,500
35 00-773168	Tan Tar A Estates Rehab	-	-	43,141	1,397,840	42,800	275,000
35 00-773222	Scada Improvements	-	108,750	-	-	-	260,500
35 00-773300	Unserved Area Infrastructure	-	-	51,691	-	773	30,000
	Total Capital Expenditures	\$ 267,236	\$ 540,839	\$ 361,193	\$ 3,510,460	\$ 1,601,573	\$ 2,364,714
<u>Debt Service</u>							
35 00-776000	DNR Admin Fee	7,521	5,963	4,509	3,200	3,035	2,300
35 00-777000	Financial Services	2,589	-	-	-	-	-
35 00-780000	Principal	582,500	287,500	292,500	295,000	295,000	305,000
35 00-782000	Interest	57,256	52,893	35,388	21,495	21,495	14,500
	Total Debt Service	\$ 649,866	\$ 346,357	\$ 332,397	\$ 319,695	\$ 319,530	\$ 321,800
	Total Sewer Fund Expenditures	\$ 3,365,729	\$ 4,364,981	\$ 5,177,154	\$ 9,114,820	\$ 6,455,371	\$ 7,976,127

**City of Osage Beach
FY2025 Operating Budget**

Ambulance Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated

Restricted - Other	-
Unrestricted	60,644
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 60,644

Revenue

Grants	45,540
Fees	36,250
User Fees	400,000
Other Income	200
Transfer From Other Funds	465,000

TOTAL Revenues	\$ 946,990
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Expenditures

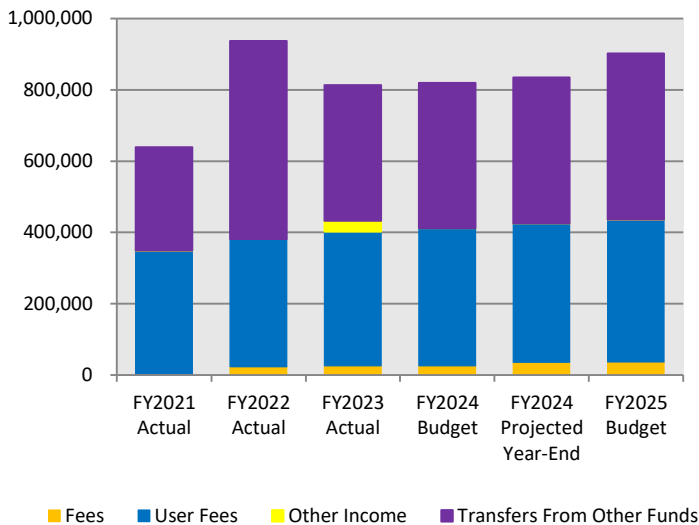
Personnel Services	730,610
Operations & Maintenance	233,504
Operating Capital	41,114
Debt Service	-

TOTAL Expenditures	\$ 1,005,228
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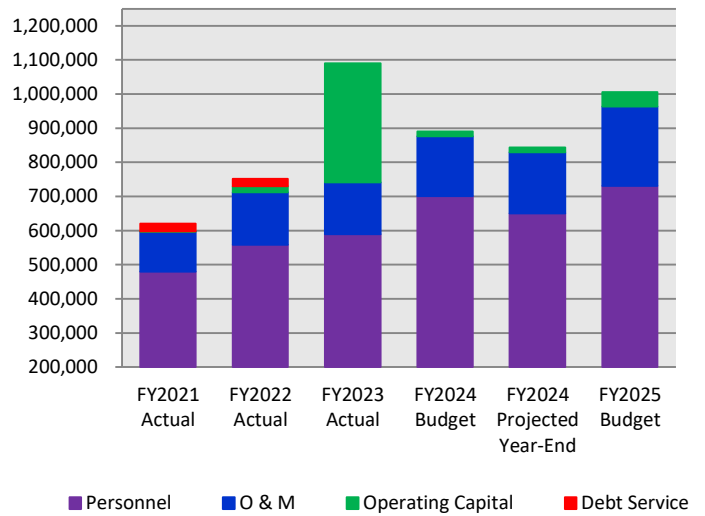
Cash & Equivalent Balance December 31, 2025 - Estimated

Restricted - Other	-
Unrestricted	2,406
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 2,406

FY2021 - FY2025 Ambulance Fund Revenues



FY2021 - FY2025 Ambulance Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

Ambulance Fund Revenues (Fund 40)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Grants and Reimbursements</u>							
40 00-440160	Emergency Mgmt Grant	83,858	-	-	-	-	45,540
	Total Fees	\$ 83,858	\$ -	\$ -	\$ -	\$ -	\$ 45,540
<u>Fees</u>							
40 00-450400	Fees -- Copies, Maps, & Misc.	56	32	1,080	50	-	50
40 00-480001	GEMT Reimbursement	-	23,322	25,112	26,000	35,907	36,200
	Total Fees	\$ 56	\$ 23,354	\$ 26,192	\$ 26,050	\$ 35,907	\$ 36,250
<u>User Fees</u>							
40 00-480000	Ambulance Fees	348,834	358,218	375,277	385,000	390,000	400,000
	Total User Fees	\$ 348,834	\$ 358,218	\$ 375,277	\$ 385,000	\$ 390,000	\$ 400,000
<u>Other Income</u>							
40 00-490160	Revenue Share Credit	2	-	-	-	-	-
40 00-490200	Retirement Earnings	192	-	-	-	-	-
40 00-600000	Sale of Used Equipment	-	-	31,610	300	40	200
	Total Other Income	\$ 194	\$ -	\$ 31,610	\$ 300	\$ 40	\$ 200
<u>Transfers From Other Funds</u>							
40 00-620010	Transfer from General Fund	290,000	555,000	380,000	408,000	408,000	465,000
	Total Transfers From Other Funds	\$ 290,000	\$ 555,000	\$ 380,000	\$ 408,000	\$ 408,000	\$ 465,000
	Total Ambulance Fund Revenues	<u>\$ 722,941</u>	<u>\$ 936,572</u>	<u>\$ 813,078</u>	<u>\$ 819,350</u>	<u>\$ 833,947</u>	<u>\$ 946,990</u>

**City of Osage Beach
FY2025 Operating Budget**

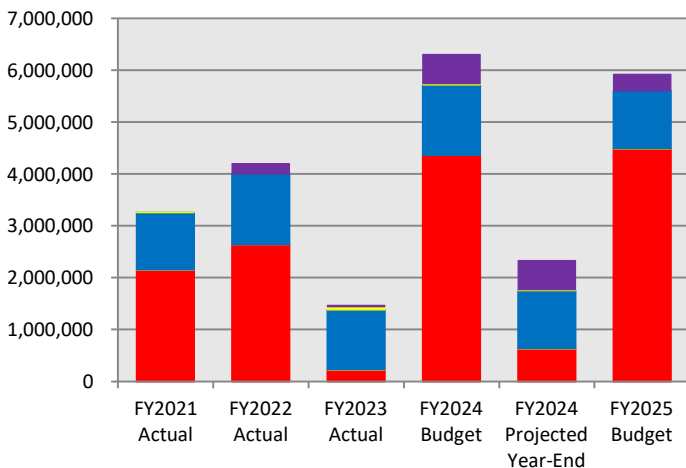
		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Ambulance Fund Expenditures (Fund 40)							
<u>Personnel</u>							
40 00-711000	Salaries	224,183	276,501	303,602	364,500	353,000	368,100
40 00-713000	Overtime	117,880	113,788	111,134	110,000	104,000	127,000
40 00-714000	Holiday Pay	8,104	12,287	12,784	25,000	23,900	30,500
40 00-716000	Education Incentive	289	1,183	1,500	1,500	1,230	2,000
40 00-721001	Health Insurance	59,740	76,638	75,378	87,500	71,000	73,800
40 00-721002	Dental Insurance	2,102	2,328	2,302	2,900	2,666	2,575
40 00-721004	Employee Life Insurance	710	655	823	800	981	975
40 00-721005	Short Term Disability	812	793	975	1,000	1,095	1,100
40 00-721006	Vision Insurance	464	560	561	600	545	560
40 00-722000	FICA/FMED - 7.65%	26,191	30,212	32,477	38,250	38,250	40,500
40 00-723000	Retirement 401	19,033	19,248	23,453	44,000	34,212	58,500
40 00-725000	Unemployment Compensation	2,355	724	-	-	-	-
40 00-726000	Workers' Compensation	17,834	23,807	24,167	25,000	19,912	25,000
Total Personnel		\$ 479,695	\$ 558,724	\$ 589,155	\$ 701,050	\$ 650,791	\$ 730,610
<u>Operations and Maintenance</u>							
40 00-729200	Training & Conferences	2,791	3,690	6,271	5,375	4,700	37,726
40 00-729400	Uniform Rental/Purchases	773	3,035	2,663	2,346	2,346	2,702
40 00-733000	Contractual	419	430	402	500	500	505
40 00-733450	GEMT IGT Share	-	8,152	8,769	8,500	12,354	13,000
40 00-733455	MOEMSAC Fee	-	1,298	687	1,400	1,157	1,400
40 00-733610	Maintenance/Support Services	2,042	6,516	4,172	9,000	8,669	9,200
40 00-733750	Administrative Reimb.	37,000	49,000	47,000	56,000	56,000	65,000
40 00-733800	Professional Services	22,262	23,364	26,000	24,500	29,400	30,000
40 00-734010	Medical -- Director	12,000	11,000	12,000	12,000	12,000	12,000
40 00-743200	Vehicle Maintenance	4,389	4,573	3,165	5,000	5,000	5,250
40 00-743400	Equipment Repair	1,321	684	760	3,000	1,500	3,000
40 00-744700	Mobile Devices & Service	1,543	1,838	2,036	2,500	1,496	1,600
40 00-752000	Insurance -- Property & Liability	11,706	15,035	13,554	14,000	17,151	19,876
40 00-754000	Advertising	74	-	-	250	-	250
40 00-754250	Community Promotions & Events	45	502	-	500	500	500
40 00-761000	Supplies -- Office	349	436	451	577	577	577
40 00-761100	Postage	1	59	110	75	75	75
40 00-761200	Supplies -- Medical	13,783	14,285	17,138	17,850	17,850	18,743
40 00-762600	Gasoline/Fuel	5,927	8,243	6,798	10,800	7,000	10,800
40 00-764200	Memberships	700	980	1,100	1,400	1,200	1,300
Total Operations and Maintenance		\$ 117,124	\$ 153,119	\$ 153,076	\$ 175,573	\$ 179,475	\$ 233,504
<u>Operating Capital</u>							
40 00-774250	Computer Equipment	-	46	1,619	13,700	13,700	7,500
40 00-774251	Computer Software						3,160
40 00-774254	Ambulance Equipment	-	16,250	102,211	-	-	28,154
40 00-774260	Office Furniture	1,400	1,941	-	-	-	2,300
40 00-774265	Vehicle(s)	-	-	243,931	-	-	
Total Operating Capital		\$ 1,400	\$ 18,237	\$ 347,761	\$ 13,700	\$ 13,700	\$ 41,114
<u>Debt Service</u>							
40 00-780000	Principal	21,795	22,016	-	-	-	-
40 00-782000	Interest	444	223	-	-	-	-
Total Debt Service		\$ 22,240	\$ 22,239	\$ -	\$ -	\$ -	\$ -
Total Ambulance Fund Expenditures		\$ 620,460	\$ 752,319	\$ 1,089,992	\$ 890,323	\$ 843,966	\$ 1,005,228

**City of Osage Beach
FY2025 Operating Budget**

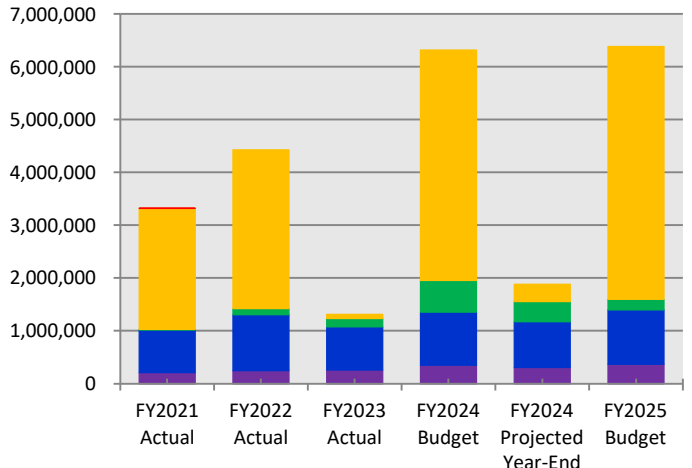
Lee C Fine Airport Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated	
Restricted - Fund Reserve	116,000
Restricted - Other	-
Unrestricted	462,731
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 578,731
Revenue	
Grants & Reimbursements	4,488,283
Fees	2,000
User Fees	1,111,000
Other Income	-
Transfer From Other Funds	320,000
TOTAL Revenues	\$ 5,921,283
Expenditures	
Personnel Services	362,700
Operations & Maintenance	1,032,426
Operating Capital	200,852
Capital Expenditures	4,786,130
TOTAL Expenditures	\$ 6,382,108
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserve	116,000
Restricted - Other	-
Unrestricted	1,906
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 117,906

FY2021 - FY2025 Lee C Fine Airport Fund Revenues



FY2021 - FY2025 Lee C Fine Airport Fund Expenditures



■ Grants & Reimb
 ■ Fees
 ■ User Fees
 ■ Other Income
 ■ Transfers From Other Funds
 ■ Personnel
 ■ O & M
 ■ Operating Capital
 ■ Capital Expenditures
 ■ Debt Service

**City of Osage Beach
FY2025 Operating Budget**

Lee C Fine Fund Revenues (Fund 45)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Grants and Reimbursements</u>							
45 00-440200	Grant Revenue	2,148,041	2,642,910	226,977	4,361,400	633,720	4,488,283
	Total Grants and Reimbursements	\$ 2,148,041	\$ 2,642,910	\$ 226,977	\$ 4,361,400	\$ 633,720	\$ 4,488,283
<u>Fees</u>							
45 00-450400	Fees -- Copies, Maps, & Misc.	7,512	2,550	1,570	2,550	5,400	2,000
	Total Fees	\$ 7,512	\$ 2,550	\$ 1,570	\$ 2,550	\$ 5,400	\$ 2,000
<u>User Fees</u>							
45 00-480700	Aviation Fuel	128,436	132,352	127,286	140,000	130,000	130,000
45 00-480800	Jet-A Fuel -- Propane	774,070	1,025,098	837,150	1,000,000	800,000	800,000
45 00-480801	Tax -- Jet Fuel	51,577	48,123	37,441	67,000	35,000	35,000
45 00-480810	Hangar Rental	115,581	115,884	115,884	115,900	115,900	115,900
45 00-480830	Parking Leases	17,350	17,200	17,450	16,500	15,800	15,800
45 00-480840	Tie Down Fees	10,309	13,580	12,730	13,000	13,800	13,900
45 00-480850	Misc. Merchandise	573	463	372	250	400	400
	Total User Fees	\$ 1,097,895	\$ 1,352,701	\$ 1,148,314	\$ 1,352,650	\$ 1,110,900	\$ 1,111,000
<u>Other Income</u>							
45 00-490160	Revenue Share Credit	20	-	-	-	-	-
45 00-490200	Retirement Earnings	69	-	-	-	-	-
45 00-600000	Sale of Used Equipment	-	-	15,395	20,200	-	-
45 00-600005	Insurance -- Settlement	-	-	50,104	-	13,700	-
	Total Other Income	\$ 90	\$ -	\$ 65,498	\$ 20,200	\$ 13,700	\$ -
<u>Transfers From Other Funds</u>							
45 00-620020	Transfer from Transportation Fund	-	200,000	25,000	565,000	565,000	320,000
	Total Transfers From Other Funds	\$ -	\$ 200,000	\$ 25,000	\$ 565,000	\$ 565,000	\$ 320,000
	Total Lee C Fine Airport Fund Revenues	\$ 3,253,538	\$ 4,198,161	\$ 1,467,359	\$ 6,301,800	\$ 2,328,720	\$ 5,921,283

**City of Osage Beach
FY2025 Operating Budget**

Lee C Fine Airport Fund Expenditures (Fund 45)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Personnel</u>							
45 00-711000	Salaries	131,530	153,046	162,763	213,000	200,800	236,724
45 00-713000	Overtime	5,233	2,366	1,002	4,000	768	2,600
45 00-714000	Holiday Pay	4,528	3,808	4,070	10,000	4,500	12,026
45 00-721001	Health Insurance	36,964	53,136	55,548	68,000	54,084	55,000
45 00-721002	Dental Insurance	1,062	1,547	1,597	2,000	1,559	1,500
45 00-721004	Employee Life Insurance	436	488	566	700	646	700
45 00-721005	Short Term Disability	449	518	622	800	758	800
45 00-721006	Vision Insurance	347	345	357	550	341	350
45 00-722000	FICA/FMED - 7.65%	10,748	11,725	12,325	17,400	16,305	19,200
45 00-723000	Retirement 401	8,681	10,016	10,791	20,000	17,110	25,100
45 00-725000	Unemployment Compensation	-	-	-	-	-	-
45 00-726000	Workers' Compensation	6,566	8,099	8,306	8,700	8,424	8,700
Total Personnel		\$ 206,545	\$ 245,093	\$ 257,947	\$ 345,150	\$ 305,295	\$ 362,700
<u>Operations and Maintenance</u>							
45 00-729200	Training & Conferences	38	398	444	1,460	1,100	1,460
45 00-729400	Uniform Rental/Purchases	203	958	430	1,200	1,174	1,200
45 00-733000	Contractual	13,139	14,374	20,695	15,500	15,195	15,500
45 00-733500	Credit Card Fees	25,699	33,009	27,390	30,000	25,467	30,000
45 00-733610	Maintenance/Support Services						2,000
45 00-733750	Administrative Reimb.	38,000	46,000	42,000	51,000	51,000	57,000
45 00-733800	Professional Services	-	-	-	5,200	5,200	5,200
45 00-742000	Janitorial Service	4,534	2,844	6,294	10,500	10,222	10,500
45 00-742100	Trash Service	595	728	915	1,000	1,350	1,100
45 00-743100	Maintenance & Repair	8,005	16,802	28,720	28,000	23,217	28,000
45 00-743103	Supplies -- Bldg/Janitorial	745	562	496	500	487	500
45 00-743104	Electric Svc -- Bldg/Facility	6,208	6,098	6,778	7,700	6,683	7,700
45 00-743200	Vehicle Maintenance	1,759	2,682	3,528	6,000	5,894	6,000
45 00-743400	Equipment Repair	2,480	752	2,604	4,000	3,775	4,000
45 00-744700	Mobile Devices & Service	267	227	275	1,308	1,108	1,308
45 00-752000	Insurance -- Property & Liability	19,103	18,101	16,365	17,000	28,262	32,683
45 00-754000	Advertising	598	1,031	1,023	1,200	1,000	1,200
45 00-754100	Public Relations	-	-	-	300	300	500
45 00-761000	Supplies -- Office	24	519	236	400	321	400
45 00-761005	Supplies	184	112	238	300	219	300
45 00-761100	Postage	22	108	120	125	175	175
45 00-762500	Aviation Fuel -- Resell	110,872	105,772	111,978	115,000	82,043	115,000
45 00-762550	Jet-A Fuel -- Resell	568,096	796,363	535,484	700,000	592,652	700,000
45 00-762560	Miscellaneous to Resell	565	828	444	700	1,402	1,400
45 00-762600	Gasoline/Fuel	4,895	5,442	4,853	6,000	4,826	6,000
45 00-762610	Propane	2,540	1,954	1,190	2,000	3,600	2,100
45 00-764131	Small Tools	110	987	626	1,150	950	1,150
45 00-764200	Memberships	35	38	38	50	40	50
Total Operations and Maintenance		\$ 808,716	\$ 1,056,688	\$ 813,163	\$ 1,007,593	\$ 867,662	\$ 1,032,426

**City of Osage Beach
FY2025 Operating Budget**

Lee C Fine Airport Fund Expenditures (Fund 45)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Operating Capital</u>							
45 00-774128	Airport Capital	-	-	65,463	481,000	283,465	200,852
45 00-774250	Computer Equipment	-	-	41,720	2,600	1,134	-
45 00-774255	Machinery & Equipment	10,640	11,400	-	-	-	-
45 00-774265	Vehicle(s)	-	103,550	56,021	115,000	95,495	-
	Total Operating Capital	\$ 10,640	\$ 114,950	\$ 163,204	\$ 598,600	\$ 380,094	\$ 200,852
<u>Capital Expenditures</u>							
45 00-773158	Runway Project	-	-	-	4,365,000	324,000	4,786,130
45 00-773225	Apron Project	2,287,056	3,005,425	75,704	-	-	-
	Total Capital Expenditures	\$ 2,287,056	\$ 3,005,425	\$ 75,704	\$ 4,365,000	\$ 324,000	\$ 4,786,130
	Total Lee C Fine Airport Fund Expenditures	\$ 3,312,957	\$ 4,422,156	\$ 1,310,019	\$ 6,316,343	\$ 1,877,051	\$ 6,382,108

**City of Osage Beach
FY2025 Operating Budget**

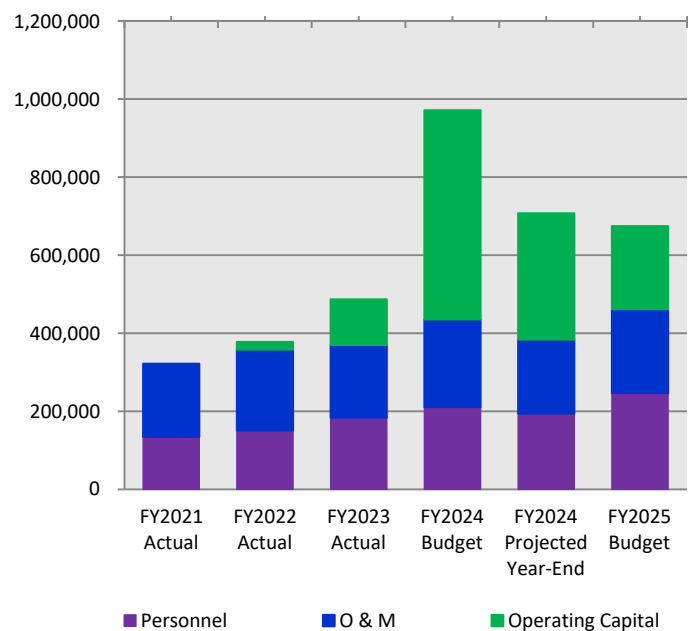
Grand Glaize Airport Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated	
Restricted - Fund Reserve	30,000
Restricted - Other	-
Unrestricted	66,363
TOTAL Cash & Equivalent Balance January 1, 2025	\$ 96,363
Revenue	
Grants & Reimbursements	191,759
Fees	200
User Fees	200,100
Other Income	-
Transfer From Other Funds	217,000
TOTAL Revenues	\$ 609,059
Expenditures	
Personnel Services	246,820
Operations & Maintenance	214,511
Operating Capital	213,066
TOTAL Expenditures	\$ 674,397
Cash & Equivalent Balance December 31, 2025 - Estimated	
Restricted - Fund Reserve	30,000
Restricted - Other	-
Unrestricted	1,025
TOTAL Cash & Equivalent Balance December 31, 2025	\$ 31,025

FY2021 - FY2025 Grand Glaize Airport Fund Revenues



FY2021 - FY2025 Grand Glaize Airport Fund Expenditures



**City of Osage Beach
FY2025 Operating Budget**

Grand Glaize Airport Fund Revenues (Fund 47)		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
<u>Grants and Reimbursements</u>							
47 00-440200	Grant Revenue	9,000	-	-	432,900	289,685	191,759
	Total Grants and Reimbursements	\$ 9,000	\$ -	\$ -	\$ 432,900	\$ 289,685	\$ 191,759
<u>Fees</u>							
47 00-450400	Fees -- Copies, Maps, & Misc.	255	170	340	255	100	200
	Total Fees	\$ 255	\$ 170	\$ 340	\$ 255	\$ 100	\$ 200
<u>User Fees</u>							
47 00-480700	Aviation Fuel	143,482	127,322	106,871	130,000	100,000	100,000
47 00-480800	Jet-A Fuel -- Propane	46,234	48,535	29,016	40,000	23,000	23,000
47 00-480801	Tax -- Jet Fuel	3,310	2,259	1,367	2,600	3,100	3,000
47 00-480810	Hangar Rental	67,827	66,323	67,484	67,000	67,500	67,500
47 00-480830	Parking Leases	4,310	4,025	4,725	4,200	4,200	4,200
47 00-480840	Tie Down Fees	1,972	2,187	1,220	1,800	2,000	2,000
47 00-480850	Misc. Merchandise	377	333	456	450	400	400
	Total User Fees	\$ 267,512	\$ 250,984	\$ 211,138	\$ 246,050	\$ 200,200	\$ 200,100
<u>Other Income</u>							
47 00-490160	Revenue Share Credit	1	-	-	-	-	-
47 00-490200	Retirement Earnings	39	-	-	-	-	-
47 00-600000	Sale of Used Equipment	-	-	17,641	100	-	-
	Total Other Income	\$ 39	\$ -	\$ 17,641	\$ 100	\$ -	\$ -
<u>Transfers From Other Funds</u>							
47 00-620020	Transfer from Transportation Fund	82,000	190,000	190,000	206,000	206,000	217,000
	Total Transfers From Other Funds	\$ 82,000	\$ 190,000	\$ 190,000	\$ 206,000	\$ 206,000	\$ 217,000
	Total Grand Glaize Airport Fund Revenues	\$ 358,806	\$ 441,154	\$ 419,118	\$ 885,305	\$ 695,985	\$ 609,059

**City of Osage Beach
FY2025 Operating Budget**

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Grand Glaize Airport Fund Expenditures (Fund 47)							
<u>Personnel</u>							
47 00-711000	Salaries	76,000	91,555	111,096	127,000	119,890	153,454
47 00-713000	Overtime	1,105	698	214	1,000	400	1,300
47 00-714000	Holiday Pay	1,751	2,371	3,194	5,850	4,000	6,556
47 00-716000	Education Incentive	144	-	-	-	-	-
47 00-721001	Health Insurance	35,218	33,239	43,028	43,000	39,611	45,630
47 00-721002	Dental Insurance	1,090	1,001	1,259	1,320	1,397	1,320
47 00-721004	Employee Life Insurance	270	215	343	350	545	610
47 00-721005	Short Term Disability	278	225	368	450	514	535
47 00-721006	Vision Insurance	237	148	147	200	311	300
47 00-722000	FICA/FMED - 7.65%	5,731	6,987	8,454	10,300	9,259	12,315
47 00-723000	Retirement 401	4,940	5,693	7,208	11,900	9,727	16,100
47 00-725000	Unemployment Compensation	-	-	-	-	-	-
47 00-726000	Workers' Compensation	7,485	8,099	8,306	8,700	8,424	8,700
Total Personnel		\$ 134,249	\$ 150,231	\$ 183,617	\$ 210,070	\$ 194,078	\$ 246,820
<u>Operations and Maintenance</u>							
47 00-729200	Training & Conferences	38	398	444	1,460	1,100	1,460
47 00-729400	Uniform Rental/Purchases	99	416	206	800	390	800
47 00-733000	Contractual	1,928	2,033	2,138	2,500	2,115	2,500
47 00-733500	Credit Card Fees	5,826	6,612	5,089	7,000	6,178	7,000
47 00-733610	Maintenance/Support Services						2,000
47 00-733750	Administrative Reimb.	15,000	18,000	16,000	27,000	27,000	31,000
47 00-733800	Professional Services	-	-	-	5,200	5,200	5,200
47 00-741100	Utilities -- City	1,325	753	498	600	545	600
47 00-742000	Janitorial Service	3,266	4,956	3,206	5,300	5,208	5,300
47 00-742100	Trash Service	595	728	915	1,000	1,150	700
47 00-743100	Maintenance & Repair	2,269	2,582	5,377	8,000	7,632	8,000
47 00-743103	Supplies -- Bldg/Janitorial	465	372	313	500	492	500
47 00-743104	Electric Svc -- Bldg/Facility	5,560	6,448	6,764	7,600	6,100	7,600
47 00-743200	Vehicle Maintenance	1,007	927	599	5,000	4,540	5,000
47 00-743400	Equipment Repair	415	710	1,742	2,500	2,349	2,500
47 00-744700	Mobile Devices & Service	267	227	275	804	749	804
47 00-752000	Insurance -- Property & Liability	11,248	12,724	9,879	10,500	16,405	19,082
47 00-754000	Advertising	598	648	873	1,200	1,000	1,200
47 00-754100	Public Relations	-	-	-	500	500	500
47 00-761000	Supplies -- Office	1	206	185	400	315	400
47 00-761005	Supplies	127	169	226	600	442	600
47 00-761100	Postage	9	60	110	125	115	125
47 00-762500	Aviation Fuel -- Resell	105,802	106,043	100,862	100,000	64,140	75,000
47 00-762550	Jet-A Fuel -- Resell	31,170	38,393	28,829	32,000	32,000	32,000
47 00-762560	Miscellaneous to Resell	255	356	194	400	900	900
47 00-762600	Gasoline/Fuel	554	2,792	1,189	2,540	2,010	2,540
47 00-764131	Small Tools	107	896	187	1,150	925	1,150
47 00-764200	Memberships	35	38	38	50	40	50
Total Operations and Maintenance		\$ 187,965	\$ 207,487	\$ 186,137	\$ 224,729	\$ 189,540	\$ 214,511
<u>Operating Capital</u>							
47 00-774128	Airport Capital	-	20,000	22,777	535,162	322,100	213,066
47 00-774250	Computer Equipment	-	-	37,231	1,300	1,134	-
47 00-774255	Machinery & Equipment	-	-	12,950	-	-	-
47 00-774265	Vehicle(s)	-	-	44,099	-	-	-
Total Operating Capital		\$ -	\$ 20,000	\$ 117,057	\$ 536,462	\$ 323,234	\$ 213,066
Total Grand Glaize Airport Fund Expenditures		\$ 322,213	\$ 377,718	\$ 486,810	\$ 971,261	\$ 706,852	\$ 674,397

**City of Osage Beach
FY2025 Operating Budget**

Component Units Fund Summary

Cash & Equivalent Balance January 1, 2025 - Estimated

Restricted - Other	-
Unrestricted	-

TOTAL Cash & Equivalent Balance January 1, 2025	\$ -
--	-------------

Revenue

Taxes	1,223,700
Other Income	-

TOTAL Revenues	\$ 1,223,700
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Expenditures

Operations & Maintenance	84,000
Debt Service	1,139,700

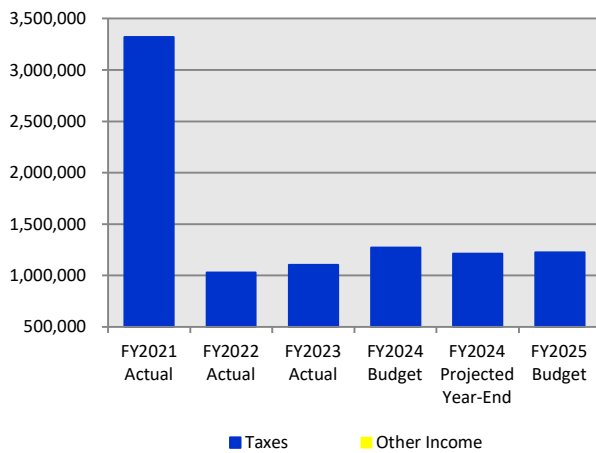
TOTAL Expenditures	\$ 1,223,700
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Cash & Equivalent Balance December 31, 2025 - Estimated

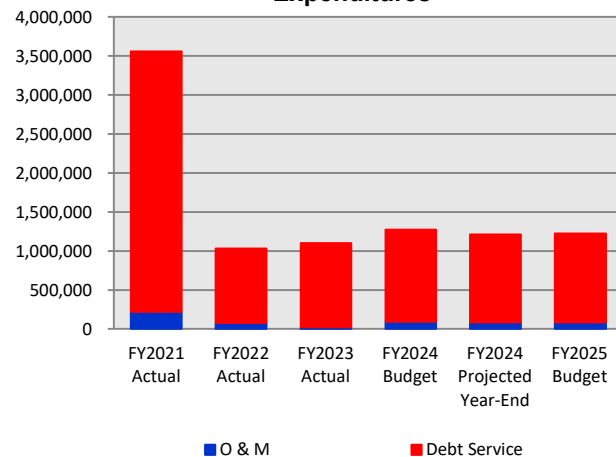
Restricted - Other	-
Unrestricted	-

TOTAL Cash & Equivalent Balance December 31, 2025	\$ -
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**FY2021 - FY2025 Component Units
Revenues**



**FY2021 - FY2025 Component Units
Expenditures**



The City's **Component Units Fund** separate out the financial activity of the City's Tax Increment Financing (TIF) districts. Tax Increment Financing (TIF) is a legal authorization allowing the use of a portion of existing taxes on new revenue generated, for a limited time, to pay for public infrastructure for new development of economically depressed areas. The City enters into development contracts with developers covering the development project, including ad valorem taxes, property tax abatement, and sales tax. The Component Unit Fund is a clearing account for the financial activity within an active redevelopment district and any debt payable from the incremental sales and real estate taxes, including applicable Community Improvement District (CID) or Transportation Development District (TDD) taxes collected, represent limited obligations of the City as the City is not liable for the debt beyond remitting the collected taxes.

The City has four active TIF Districts and the redevelopment within each district are in various stages of development.

* **Arrowhead Centre**: Approved February 18, 2016 - Project: \$385.7 million, 226 acre mixed use development, includes industrial, residential, recreation, retail, and office, with overlapping CID and TDD. TIF reimbursable costs = \$55.8 million.

* **Dierbergs Osage Beach**: Approved December 16, 2010 - Project: \$34.2 million, 14.45 acre, 142,000 sq. ft. retail development, with overlapping TDD. TIF reimbursable costs = \$5.1 million.

* **Lakeport Village**: Approved June 1, 2023 - Project: \$360 million, 13.71 acre mixed use development, includes amusement, retail, food, and hotel, with overlapping State TIF, CID, and TDD. TIF reimbursable costs = \$51.9 million.

* **Osage Beach Commons**: Approved September 21, 2017 - Project: \$30.5 million, 25 acre, 131,000 sq. ft. retail development, with overlapping CID. TIF reimbursable costs = \$4.6 million.

**City of Osage Beach
FY2025 Operating Budget**

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Total Component Units Revenues							
<u>Taxes</u>							
XX 00-400000	Tax -- Sales - Osage Beach	1,309,420	327,584	371,981	413,000	376,000	380,000
XX 00-400003	Tax -- Sales - County	697,500	238,456	279,001	286,000	281,750	283,500
XX 00-400004	Tax -- PILOTS	740,768	164,659	92,612	166,000	195,033	195,200
XX 00-400006	Tax -- CID	331,440	301,805	358,909	407,500	360,000	365,000
XX 00-400007	Tax -- Miller Co. Ambulance	241,230	-	-	-	-	-
	Total Taxes	\$ 3,320,358	\$ 1,032,503	\$ 1,102,502	\$ 1,272,500	\$ 1,212,783	\$ 1,223,700
<u>Other Income</u>							
XX 00-490000	Interest Earned	-	-	-	-	-	-
	Total Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Component Unit Fund Revenues	\$ 3,320,358	\$ 1,032,503	\$ 1,102,502	\$ 1,272,500	\$ 1,212,783	\$ 1,223,700

		FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2024 Projected Year-End	FY2025 Budget
Total Component Units Expenditures							
<u>Operations and Maintenance</u>							
XX 00-733440	Financial Services	3,500	-	-	-	-	-
XX 00-733750	City Admin Reimb.	24,887	3,018	8,118	3,550	8,200	7,000
XX 00-733751	Developer Reimbursement	188,559	72,053	13,020	85,500	76,000	77,000
	Total Operations and Maintenance	\$ 216,945	\$ 75,071	\$ 21,138	\$ 89,050	\$ 84,200	\$ 84,000
<u>Debt Service</u>							
XX 00-780000	Principal	2,330,000	-	-	-	-	-
XX 00-782000	Interest	27,098	-	-	-	-	-
XX 00-799961	Transfer to UMB/TIF Notes	819,815	808,032	927,006	1,015,950	966,718	977,700
XX 00-799962	Trans to First Bank/1/2 TDD	164,213	149,399	154,354	167,500	161,865	162,000
	Total Debt Service	\$ 3,341,126	\$ 957,432	\$ 1,081,360	\$ 1,183,450	\$ 1,128,583	\$ 1,139,700
	Total Component Unit Fund Expenditures	\$ 3,558,072	\$ 1,032,503	\$ 1,102,498	\$ 1,272,500	\$ 1,212,783	\$ 1,223,700

**City of Osage Beach
FY2025 Operating Budget**

Glossary

Adopted Budget: The budgeted revenue and expenditure details as approved by the Board of Aldermen.

Appropriation: The legal authorizations made by the City Council (who approve department budgets) to the departments, offices and agencies of the City allowing the departments to make expenditures and incur obligations for specific purposes within the amounts approved.

ARPA – American Rescue Plan Act of 2021: The American Rescue Plan’s direct relief due to the pandemic, COVID-19, signed by the President of the United States on March 11, 2021.

Audit Report: The report prepared by an auditor covering the audit or investigation of an entity’s financial position for a given period of time.

Capital Assets: Property of significant value and having a useful life of several years. Capital Assets include, but not limited to, select materials, machinery and equipment, infrastructure, including construction of new and improvements of existing property. Also known as fixed assets.

Capital Expenditures: Capital expenditures are expenditures used to acquire, upgrade, and maintain capital assets.

Capital Improvement Tax (CIT) Fund: Capital Improvement Tax Fund accounts revenues and expenditures to fund capital improvement, the operation and maintenance of capital improvements, and to offset debt service costs.

Cash Basis: An accounting method that recognizes revenues and expenditures (expenses) at the time cash is received or payment is made. The City of Osage Beach Operating Budget is represented on a cash basis.

Cash and Equivalents Balance: Value of the City of Osage Beach’s assets of cash and other investment assets easily converted to cash.

Component Unit: Component Units are unit activities separate from the governmental or enterprise fund units, separating out the financial activities of the City of Osage Beach’s Tax Increment Financing districts. A clearing house for TIF activity.

Cononavirus SLFRF – State and Local Fiscal Recovery Funds: Funds available under the ARPA of 2021 to State and local governments for use as outline by the law.

Debt: An obligation resulting from the borrowing of money or from the purchase of goods and services.

Debt Service: The amount of money necessary to pay principal and interest on an outstanding debt.

Department: Departments are specific units within City operations sharing a common area of activity or purpose.

Enterprise Funds: Enterprise Funds account for revenue and expenditures of a specific operation which are primarily recovered by the users of said operation, also referred to as business-like activities, or where the City has determined said operations require separation from other governmental activities. Also known as proprietary funds.

Expenditures/Expenses: Represents payments or disbursements of monies for goods or services.

Fiscal Year: The 12-month period on which the annual budget applies. The City of Osage Beach operates on a calendar fiscal year beginning January 1, ending December 31.

Full Time Equivalents (FTE): Equal to one person based on 2080 hours a year.

Fund: An independent fiscal accounting entity with a self-balancing set of accounts recording cash and/or other resources for the purpose of carrying on specific activities or attaining certain objectives. Funds are assigned for specific activities or purposes.

Fund Balance: An accumulated excess of revenues over expenditures. Any amount left over after expenditures are subtracted from resources is then added to the beginning fund balance each year.

General Fund: The largest governmental fund, the General Fund accounts for most of the financial resources of the general government. General Fund revenues include property taxes, licenses and permits, local taxes, service charges, and other types of revenue. The General Fund usually includes most of the basic operating services, such as fire and police protection, finance, planning and protective services, public works, and general administration.

General Accepted Accounting Principles (GAAP): GAAP is a way of reporting financial data.

General Obligation Bonds: Bonds which are secured by the full faith and credit of the issuer. General Obligation bonds issued by local units of government are secured by a pledge of the issuer's ad valorem taxing power.

Governmental Funds: Governmental Funds are specific funds used to account for activities primarily supported by taxes, grants, and similar revenue sources to provide governmental services. The City of Osage Beach's governmental funds include general administration, finance, building inspection, planning and zoning, public safety, parks, and transportation activity.

Grant: A cash and non-cash contribution by one governmental unit or other organization to another. Contributions to the City of Osage Beach are mainly made to the City by state and federal governments, and other civic organizations, for specified purposes.

Operating Budget: A detailed, financial plan of operations outlining the estimated revenues and expenditures for a given period covering a single fiscal year. Adopted on a basis consistent with U.S. Generally Accepted Accounting Principles (GAAP).

Outstanding Debt: The principal of a debt issued that remains unpaid.

Principal: The original amount borrowed for a specific purpose. Bond principal is the face amount or par value of a security payable on a specific maturity date.

Projections: An estimate or forecast of a future amount or trend based on specific factors.

Revenue Estimate: A formal estimate of how much revenue will be earned from a specific revenue source for some future period, usually a future fiscal year.

Tax or Taxes: Charges levied by a governmental unit for the purpose of raising revenue. Tax revenue collected are used to pay for services or improvements provided for the general public benefit.

Tax Rate: The amount of tax stated in terms of a unit of the tax base.

Transfer: Legally authorized transfers from one fund to another fund for specific purpose.

User Charges or Fees: The payment of a charge or fee for direct receipt of a product or service.

ACRONYMS

ARPA: American Rescue Plan Act

CID: Community Improvement Districts

CIT: Capital Improvement Tax Fund

FTE: Full Time Equivalents

SLFRF: State and Local Fiscal Recovery Funds

TDD: Transportation Development District

TIF: Tax Increment Financing

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Resolution 2024-12 - A Resolution of the Board of Aldermen of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual budget for Fiscal Year 2024.

Requested Action:

Resolution #2024-12

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:

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Resolution 2024-10 is in correct form.

City Administrator Comments:

I recommend approval of this resolution stating facts and reasons for the FY24 year end budget amendment.

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.

WHEREAS, Section 67.010 of the Revised Statutes Of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Osage Beach, Missouri ("City"), is a city of the fourth classification created pursuant to Chapter 79, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the Board of Aldermen of the City adopted and approved the City's annual budget for Fiscal Year 2024 in accordance with the requirements Section 67.010, RSMo, by Ordinance No. 23.90 on December 21, 2023, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the Board of Aldermen to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the Board of Aldermen of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

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

Section 1. Expenditures from the City's Funds must be increased above the amount authorized in the adopted annual budget for Fiscal Year 2024, An amendment to increase said budget is necessary for the following facts and reasons:

A. Per Exhibit A.

I hereby certify that the above Resolution 2024-12 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:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

Exhibit A

Personnel and O&M Accounts per Section 135.020(B)(3)(b)(1)(b)

G/L Account	Description	Original Budget	Amended Budget	Comments
10-07-721001	Health Insurance	\$ 2,900	\$ 19,250	Higher than projected
10-13-752000	Insurance -- Property & Liability	\$ 152,000	\$ 208,245	Higher than projected
10-14-711000	Salaries	\$ 1,675,000	\$ 1,685,048	Higher than projected
10-14-713000	Overtime	\$ 62,000	\$ 77,600	Higher than projected
10-14-722000	FICA/MED -- 7.65%	\$ 141,100	\$ 149,567	Higher than projected
10-14-723000	Retirement 401	\$ 165,000	\$ 173,093	Higher than projected
10-15-713000	Overtime	\$ 55,000	\$ 70,000	Higher than projected
20-00-713000	Overtime	\$ 10,000	\$ 17,700	Higher than projected
20-00-743200	Vehicle Maintenance	\$ 25,000	\$ 50,000	Higher than projected
20-00-761300	Road Repair & Maintenance	\$ 80,000	\$ 90,000	Higher than projected
30-00-711000	Salaries	\$ 310,000	\$ 325,157	Higher than projected
30-00-713000	Overtime	\$ 25,000	\$ 51,850	Higher than projected
30-00-733500	Credit Card Fees	\$ 18,500	\$ 28,146	Higher than projected
30-00-752000	Insurance -- Property & Liability	\$ 40,000	\$ 45,873	Higher than projected
35-00-713000	Overtime	\$ 30,000	\$ 79,900	Higher than projected
35-00-733500	Credit Card Fees	\$ 19,000	\$ 28,146	Higher than projected
35-00-741110	Treatment Plant Operation	\$ 500,000	\$ 513,000	Higher than projected
35-00-752000	Insurance -- Property & Liability	\$ 78,000	\$ 94,775	Higher than projected
40-00-480001	GEMT Reimbursement	\$ 26,000	\$ 35,907	Higher than projected
45-00-752000	Insurance -- Property & Liability	\$ 17,000	\$ 28,262	Higher than projected
47-00-752000	Insurance -- Property & Liability	\$ 10,500	\$ 16,405	Higher than projected

Capital Accounts per Section 135.020(B)(3)(b)(2)(b)

10-08-774260	Office Furniture	\$ -	\$ 230	Unanticipated office chair replacement
10-09-774255	Machinery & Equipment	\$ -	\$ 229	Unanticipated break room microwave replacement
35-00-773300	Unserved Area Infrastructure	\$ -	\$ 773	Unanticipated engineering

Fund Expenditures Per Section 135.020(B)(3)(b)(3)

Fund	Name	Original Budget	Amended Budget	Comments
19	CIT Fund	\$ 4,023,072	\$ 4,191,351	This difference is due to the \$354,414 transfer to General Fund for Park Projects shown above

Revenues Per Section 135.020(B)(3)(b)(4)

35-00-450400	Fees -- Misc, Copies, Maps	\$ 1,500	\$ 14,500	One time reimbursement
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Capital Improvements Section 140.030

10-00-620019	Transfer from CIT Fund	\$ -	\$ 354,414	Funding for 2024 Parks Projects
19-00-799910	CIT Transfer to General Fund	\$ -	\$ 354,414	Funding for 2024 Parks Projects

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: April White, Assistant City Administrator
Presenter: April White, Assistant City Administrator

Agenda Item:

Bill 24-92- An ordinance of the City of Osage Beach, amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for various accounts. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-92

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - fiscal yearend is December 31, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This bill represents budget amendments to the FY2024 Operating Budget to finish out the fiscal year, accounting for previously approved items. The amendments proposed have been outlined in the FY2025 Operating Budget and represented appropriately in the ending cash balance estimates for December 31, 2024.

All amendments were displayed and/or discussed during budget hearings for the FY2025 Operating Budget.

The budget amendment for the CIT Transfer to General Fund causes the entire CIT Fund (Fund 19) expenditures to go over budget. The original budgeted CIT Fund (Fund 19) expenditures were \$4,023,072. That total needs amended to \$4,191,351.

City Attorney Comments:

Per City Code 110.230, Bill 24-92 is in correct form.

City Administrator Comments:

I recommend approval of the FY24 year end budget amendment.

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024 REGARDING FINAL FISCAL YEAR 2024 AMENDMENTS,

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

Section 1: The 2024 fiscal year budget beginning January 1, 2024 and ending December 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.92 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. 24.92.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Exhibit A

Personnel and O&M Accounts per Section 135.020(B)(3)(b)(1)(b)

G/L Account	Description	Original Budget	Amended Budget	Comments
10-07-721001	Health Insurance	\$ 2,900	\$ 19,250	Higher than projected
10-13-752000	Insurance -- Property & Liability	\$ 152,000	\$ 208,245	Higher than projected
10-14-711000	Salaries	\$ 1,675,000	\$ 1,685,048	Higher than projected
10-14-713000	Overtime	\$ 62,000	\$ 77,600	Higher than projected
10-14-722000	FICA/MED -- 7.65%	\$ 141,100	\$ 149,567	Higher than projected
10-14-723000	Retirement 401	\$ 165,000	\$ 173,093	Higher than projected
10-15-713000	Overtime	\$ 55,000	\$ 70,000	Higher than projected
20-00-713000	Overtime	\$ 10,000	\$ 17,700	Higher than projected
20-00-743200	Vehicle Maintenance	\$ 25,000	\$ 50,000	Higher than projected
20-00-761300	Road Repair & Maintenance	\$ 80,000	\$ 90,000	Higher than projected
30-00-711000	Salaries	\$ 310,000	\$ 325,157	Higher than projected
30-00-713000	Overtime	\$ 25,000	\$ 51,850	Higher than projected
30-00-733500	Credit Card Fees	\$ 18,500	\$ 28,146	Higher than projected
30-00-752000	Insurance -- Property & Liability	\$ 40,000	\$ 45,873	Higher than projected
35-00-713000	Overtime	\$ 30,000	\$ 79,900	Higher than projected
35-00-733500	Credit Card Fees	\$ 19,000	\$ 28,146	Higher than projected
35-00-741110	Treatment Plant Operation	\$ 500,000	\$ 513,000	Higher than projected
35-00-752000	Insurance -- Property & Liability	\$ 78,000	\$ 94,775	Higher than projected
40-00-480001	GEMT Reimbursement	\$ 26,000	\$ 35,907	Higher than projected
45-00-752000	Insurance -- Property & Liability	\$ 17,000	\$ 28,262	Higher than projected
47-00-752000	Insurance -- Property & Liability	\$ 10,500	\$ 16,405	Higher than projected

Capital Accounts per Section 135.020(B)(3)(b)(2)(b)

10-08-774260	Office Furniture	\$ -	\$ 230	Unanticipated office chair replacement
10-09-774255	Machinery & Equipment	\$ -	\$ 229	Unanticipated break room microwave replacement
35-00-773300	Unserved Area Infrastructure	\$ -	\$ 773	Unanticipated engineering

Fund Expenditures Per Section 135.020(B)(3)(b)(3)

Fund	Name	Original Budget	Amended Budget	Comments
19	CIT Fund	\$ 4,023,072	\$ 4,191,351	This difference is due to the \$354,414 transfer to General Fund for Park Projects shown above

Revenues Per Section 135.020(B)(3)(b)(4)

35-00-450400	Fees -- Misc, Copies, Maps	\$ 1,500	\$ 14,500	One time reimbursement
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Capital Improvements Section 140.030

10-00-620019	Transfer from CIT Fund	\$ -	\$ 354,414	Funding for 2024 Parks Projects
19-00-799910	CIT Transfer to General Fund	\$ -	\$ 354,414	Funding for 2024 Parks Projects

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-87 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulation Section 405.370(A)(6) Sign Regulations - All Zoning Districts purpose of the city code for various purposes as set forth. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-87

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This ordinance went to the Planning and Zoning Commission on December 10 and passed with unanimous recommendation.

City Attorney Comments:

Per City Code 110.230, Bill 24-87 is in correct form.

City Administrator Comments:

The Planning & Zoning Commission recommends approval.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 405 ZONING REGULATIONS SECTION 405.370(A)(6) SIGN REGULATIONS – ALL ZONING DISTRICTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 405.370(A)(6):

6. ~~Signs attached to, painted on or placed on any vehicle including a trailer that is parked in public view on private property. This provision is not~~
 - a. **Nothing in this section is to be construed as prohibiting the identification of a firm or its principal products on an operable and licensed vehicle (including a trailer) less than 30 feet in length.**
 - b. **Nothing in this section is to be construed as prohibiting the identification of a firm or its principal products on an operable and licensed vehicle (including a trailer) over 30 feet in length operating during the normal course of business or parked after business hours, provided parking takes place as inconspicuously as possible and the duration of the parking, does not exceed a period of sixteen (16) hours, except on weekends or holidays per day.**
 - c. **The exemption herein shall only apply to identification permanently painted, attached, or otherwise affixed to the vehicle; all such displays shall be made of metal, fiberglass, plastic, vinyl, or like materials, and wood is specifically prohibited.**

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.87 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.24.87.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands Free Driving Ordinance. *First Reading*

Requested Action:

First Reading of Bill #24-88

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 - RSMO 304.822 became effective August 28, 2023, and enforcement of the new law begins January 1, 2025.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

On August 28, 2023, RSMO 304.822 went into effect prohibiting the use of handheld electronic devices while operating a motor vehicle. On January 1, 2025 Law Enforcement officers may begin taking enforcement action when they observe a violation. Officers do have to observe a traffic violation and cannot make a stop solely for this violation.

This ordinance mirrors the state statute and will allow us to keep this infraction in municipal court.

I do recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-88 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 340 MISCELLANEOUS DRIVING RULES SECTION 340.155 HANDS FREE DRIVING OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 340.155 **Hands Free Driving.**

A. As used in this section, the following terms shall mean:

(1) "Commercial motor vehicle", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;

(2) "Electronic communication device", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "Highway", the same meaning as is ascribed to such term in section R.S.Mo. § 302.010;

(4) "Noncommercial motor vehicle", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;

- (5) "Operating", the actual physical control of a vehicle;
- (6) "Operator", a person who is in actual physical control;
- (7) "School bus", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;
- (8) "Voice-operated or hands-free feature or function", a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

B. Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

- (1) Physically hold or support, with any part of his or her body, an electronic communication device;
- (2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;
- (3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;
- (4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;
- (5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;
- (6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

- (7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

C. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

D. This section shall not apply to:

- (1) Law enforcement officers or operators of emergency vehicles, as such term is defined in **R.S.Mo. § 304.022**, who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;
- (2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;
- (3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;
- (4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;
- (5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;
- (6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;
- (7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in section 385.450 or a towing company as defined in **R.S.Mo. § 304.001**;
- (8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that

operator's dispatcher, provided the device is mounted or affixed to the vehicle;

- (9) The use of an electronic communication device to access or view a map for navigational purposes;
 - (10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or
 - (11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company driver, provided the device is mounted or affixed to the vehicle.
- E. (1) A violation of this Section shall be an ordinance violation. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under **R.S.Mo. § 558.021**.
- (2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.
 - (3) For a conviction under this section where there is one prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.
 - (4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.
 - (5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in **R.S.Mo. § 304.580**, or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.
 - (6) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in **R.S.Mo. § 302.700**, for purposes of commercial driver's license disqualification under **R.S.Mo. § 302.755**.

F. A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an

electronic communication device based on a violation of this section unless the violation results in serious bodily injury or death.

G. A violation of this section shall not be used to establish probable cause for any other violation.

H. Prior to January 1, 2025, a law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall not issue a citation for a violation of this section and shall only issue a warning.

I. No person shall be stopped, inspected, or detained solely for a violation of this section.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.88 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.24.88.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk



Words

And



Title XIX MOTOR VEHICLES, WATERCRAFT AND AVIATION

Chapter 304



Effective - 28 Aug 2023



304.822. Electronic communication device, use of while driving prohibited, when — citation of law — definitions — school bus operations, prohibited acts — inapplicability, when — penalties for violations — search of device, right to decline — preemption. —

1. This section shall be known as the "Siddens Bening Hands Free Law".

2. As used in this section, the following terms shall mean:

(1) "**Commercial motor vehicle**", the same meaning as is ascribed to such term in section [302.700](#);

(2) "**Electronic communication device**", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "**Highway**", the same meaning as is ascribed to such term in section [302.010](#);

(4) "**Noncommercial motor vehicle**", the same meaning as is ascribed to such term in section [302.700](#);

(5) "**Operating**", the actual physical control of a vehicle;

(6) "**Operator**", a person who is in actual physical control;

(7) "**School bus**", the same meaning as is ascribed to such term in section [302.700](#);

(8) **"Voice-operated or hands-free feature or function"**, a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

3. Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

(1) Physically hold or support, with any part of his or her body, an electronic communication device;

(2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;

(3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;

(5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;

(6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

(7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

4. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials

or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

5. This section shall not apply to:

(1) Law enforcement officers or operators of emergency vehicles, as such term is defined in section [304.022](#), who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;

(2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;

(3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;

(4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;

(5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;

(6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;

(7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in section [385.450](#) or a towing company as defined in section [304.001](#);

(8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that operator's dispatcher, provided the device is mounted or affixed to the vehicle;

(9) The use of an electronic communication device to access or view a map for navigational purposes;

(10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or

(11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company

driver, provided the device is mounted or affixed to the vehicle.

6. (1) Except as otherwise provided in this subsection, violation of this section shall be an infraction. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under section [558.021](#).

(2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.

(3) For a conviction under this section where there is one prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.

(4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.

(5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in section [304.580](#), or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.

(6) A violation of this section that is the proximate cause of damage to property in excess of five thousand dollars shall be a class D misdemeanor.

(7) A violation of this section that is the proximate cause of serious physical injury to another person shall be a class B misdemeanor.

(8) A violation of this section that is the proximate cause of the death of another person shall be a class D felony.

(9) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in section [302.700](#), for purposes of commercial driver's license disqualification under section [302.755](#).

7. A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an electronic communication device based on a violation of this section unless the violation

results in serious bodily injury or death.

8. A violation of this section shall not be used to establish probable cause for any other violation.

9. The provisions of this section shall be subject to the reporting requirements set forth in section 590.650.

10. The state preempts the field of regulating the use of electronic communication devices by the operators of commercial and noncommercial motor vehicles. The provisions of this section shall supercede any local laws, ordinances, orders, rules, or regulations enacted by a county, municipality, or other political subdivision to regulate the use of electronic communication devices by the operator of a commercial or noncommercial motor vehicle.

11. Prior to January 1, 2025, a law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall not issue a citation for a violation of this section and shall only issue a warning.

12. No person shall be stopped, inspected, or detained solely for a violation of this section.

(L. 2023 S.B. 398)

---- end of effective 28 Aug 2023 ----
use this link to bookmark section 304.822

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section 3.090, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



Other Information

Other Links



Missouri Senate



MO.gov



Missouri House

Errors / suggestions -
WebMaster@LR.mo.gov



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History and Fun Facts

SHARE

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-89 - An ordinance of the City of Osage Beach, Missouri, Accepting the State American Rescue Plan Act (ARPA) Grants to Ambulance Services grant in an amount not to exceed \$50,599.77. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-89

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 - Funds need to be spent by March 31, 2025.

Budgeted Item:

Yes - These items are all in the 2025 Budget Draft.

Budget Line Information (if applicable):

Budget Line Item/Title: 40-00-729200 Training and Conferences

FY2025 Budgeted Amount: \$37,726.00

FY202X Expenditures to Date (MM/DD/YY): (\$)

FY202X Available: \$

FY202X Requested Amount: \$

Budget Line Item/Title: 40-00-774250 Computer Equipment

FY2025 Budgeted Amount: \$7,500.00

FY202X Expenditures to Date (MM/DD/YY): (\$)

FY202X Available: \$

FY202X Requested Amount: \$

Budget Line Item/Title: 40-00-774254 Ambulance Equipment

FY2025 Budgeted Amount: \$28,154.00

FY202X Expenditures to Date (MM/DD/YY): (\$)

FY202X Available: \$

FY202X Requested Amount: \$

Department Comments and Recommendation:

Ambulance Supervisor Tommi Rudat applied for the State American Rescue Plan Act (ARPA) Grants to Ambulance Services back in October. We requested medical equipment, computer equipment, training aids, and training. We were awarded the grant in an amount not to exceed \$50,599.77. There is a 90/10 State/Local match. The cost to the City shall not exceed \$5,059.98. These amounts are reflected in the 2025 Budget draft.

The items must be purchased by March 31, 2025.

I do recommend that we accept this grant.

City Attorney Comments:

Per City Code 110.230, Bill 24-89 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. As Chief Davis states above, the associated revenue and the 10% grant match is included in the 2025 proposed budget.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING THE STATE AMERICAN RESCUE PLAN ACT (ARPA) GRANTS TO AMBULANCE SERVICES GRANT IN THE AMOUNT NOT TO EXCEED \$50,599.77.

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

Section 1. That the Board of Aldermen hereby authorizes the City to accept the American Rescue Plan Act (ARPA) Grant attached agreement under the same or substantially similar terms and conditions (“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. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.89 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. 24.89.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth City Clerk



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Please find enclosed your copy of the executed agreement between your organization and the Department of Health and Senior Services.

If you have any questions concerning the agreement, please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov.

Enclosure

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 57018	Contract Title: GRANTS TO AMBULANCE SERVICES	
Contract Start: 12/4/2024	Contract End: 5/31/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: PGA12425060		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF OSAGE BEACH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 1000 CITY PARKWAY	
CITY, STATE, and ZIP CODE OSAGE BEACH MO 65065-3058	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON Tommi Rudat	EMAIL ADDRESS trudat@osagebeach.org
PHONE NUMBER 573-302-2010 ext: 1300	FAX NUMBER 573 348 3277
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER
CONTRACTOR'S AUTHORIZED SIGNATURE Devin Lake	DATE December 4, 2024
PRINTED NAME Devin Lake	TITLE City Administrator
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE Marcia ndy	DATE DEC 04 2024

Grants to Ambulance Services

1. GENERAL

- 1.1 The contract amount shall not exceed \$50,599.77 for the period of date of award through May 31, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Emergency Medical Services

Program Contact: George Miller

Address: 920 Wildwood Dr., Jefferson City, MO 65109

Phone: 573-751-6347

Email: EMS.ARPAGrants@health.mo.gov

2. PURPOSE

- 2.1 Grants to ambulance services for equipment, radios, and or training.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall implement and report deliverables to Department as approved in the submitted State American Rescue Plan Act Grants to Ambulance Services application hereinafter referred to as the approved application (Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein).

4. BUDGET AND ALLOWABLE COSTS

- 4.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: purchase the equipment, radios, or training identified and approved in the grant application, and matching funds must be provided with a 90/10 state/local match rate in order to be eligible for state funds.
- 4.1.1 The Contractor shall request reimbursement for expenses directly related to the purchase the equipment, radios, or training identified and approved in the grant application from March 1, 2020 through March 31, 2025. The Department will allow for expenses to be reimbursed backdated to March 1, 2020.
- 4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 4.3 The Contractor shall follow competitive procurement practices.

5. INVOICING AND PAYMENT

- 5.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 5.2 The Contractor shall invoice the Department using the Invoice form, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 5.3 By no later than March 31, 2025, the Contractor shall provide proof of purchase (i.e., paid receipts). Receipts shall be labeled with the corresponding category (i.e., equipment receipts, radio receipts, training receipts, and proof of local match requirement).

- 5.4 Personnel costs are not allowed.
- 5.5 The Contractor shall submit an itemized invoice by March 31, 2025.
- 5.6 The Department will pay the Contractor, in advance, upon the receipt and approval of an itemized invoice prepared according to the terms of this contract.
- 5.7 After the final proof of purchase documentation is submitted, the Department will conduct a reconciliation of budget versus actual costs. If it is determined by the Department that the Contractor owes funds back to the Department, the Contractor will be notified and payment shall be received by the Department no later than May 31, 2025.
- 5.8 The Contractor shall submit the invoice, proof of purchase documentation, and any reports electronically to EMS.ARPAGrants@health.mo.gov.
- 5.9 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 5.10 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 5.11 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 5.11.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 5.12 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.

- 5.13 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

6. AMENDMENTS

- 6.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

7. MONITORING

- 7.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 7.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

8. DOCUMENT RETENTION

- 8.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 8.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 8.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 8.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 8.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

9. CONFIDENTIALITY

- 9.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 9.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

10. LIABILITY

- 10.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 10.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 10.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

11. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

11.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

11.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

11.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

11.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

11.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

12. AUTHORIZED PERSONNEL

12.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

12.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the

Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 12.3 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

13. TERMINATION

- 13.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 13.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 13.1.2 A change in federal or state law relevant to this contract occurs; or
 - 13.1.3 A material change of the parties to the contract occurs; or
 - 13.1.4 By request of the Contractor.
- 13.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
- 13.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 13.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**State American
Rescue Plan Act
Grants to
Ambulance Services
(Application)**



State American Rescue Plan Act Grants to Ambulance Services

1. Grants to Ambulance Services Program Description

1.1 Grant Program Title

Grants to Ambulance Services

This program is also referred to as the "Grant Program" throughout this document.

Revised per Addendum 1 (changes made have been ***bolded*** and ***italicized***)

1.2 Grant Program Administration

The Department of Health and Senior Services (DHSS/***Department***) administers the Grant Program through the Division of Regulation and Licensure's (DRL) Bureau of Emergency Medical Services (BEMS).

1.3 Grant Program Funding/Origin

Signed into law on March 11, 2021, the American Rescue Plan Act (ARPA) included funding for states and local governments to mitigate the negative impacts from the COVID-19 pandemic. Missouri received approximately \$2.7 billion in State Fiscal Recovery Funds under the American Rescue Plan Act (2021).

The state legislature appropriated \$9.5 million dollars of state ARPA funds to the Department in state fiscal year 2025 to provide grants to ambulance services, for equipment, radios, or training.

1.4 Notice of Funding Opportunity (NOFO)

The purpose of this NOFO is to solicit applications from eligible ambulance services to enable DHSS to award funding on a first-come-first-served basis.

2. Communication Regarding this Notice of Funding Opportunity

2.1 Point of Contact

Address any questions or concerns to the following:

Primary contact: Bureau of Emergency Medical Services

Missouri Department of Health and Senior Services
920 Wildwood Drive | Jefferson City, MO 65109

Email: EMS.ARPAGrants@health.mo.gov
Bureau of Emergency Medical Services (BEMS)
Division of Regulation and Licensure (DRL)
Missouri Department of Health and Senior Services (DHSS)
P.O. Box 570, Jefferson City, MO 65102-0570

2.2 Communications

- A. Direct all inquiries during the application process and after awards are made to the contact noted above.
- B. The applicant is required to maintain and provide to DHSS, upon application, a current and valid email address for electronic communications with DHSS.
- C. DHSS will issue official email communication regarding this application from EMS.ARPAGrants@health.mo.gov. Applicants are responsible for ensuring these communications are received and responded to accordingly.
- D. DHSS shall send any information DHSS deems to be important and of general interest or which modifies the NOFO requirements electronically in the form of an addendum to the NOFO addressed to the designated institutional official of all eligible entities. Depending upon the materiality of the addendum information, a new signature of acknowledgment and change in terms may be required.

3. Grant Award Parameters

3.1 Available Funding

Funding is available for ambulance services to purchase equipment, radios, or training.

3.2 Grant Award Amounts

- A. Funding will be awarded on a first-come-first-served basis.
- B. The maximum award amount is \$100,000 per recipient with a 90/10 state/local matching requirement.
- C. Supplanting is **NOT ALLOWED** for the ARPA Grants to Ambulance Services. Supplanting occurs when an entity reduces funds that have been budgeted for an activity/project, specifically because grant funds are available.

3.3 Grant Period

Date of grant award through May 31, 2025. Funds must be expended, and all required supporting documentation received by March 31, 2025.

3.4 Allowable/Unallowable Costs

- A. Allowable Costs
 - i. Equipment
 - ii. Radios (must be Missouri Statewide Interoperability Network [MOSWIN] compatible)

- iii. Training
- B. Unallowable costs
 - i. Building/Capital Improvements
 - ii. Personnel/Benefit Costs
 - iii. Lobbying
 - iv. Fundraising
 - v. Corporate Formation
 - vi. State and Local Sales Taxes

3.5 Budget Changes

No budget changes will be allowed after the application is approved and contract is executed.

3.6 Local Matching

Local matching funds must be provided on a 90/10 state/local basis. Purchases of allowable items made between March 1, 2020 and March 31, 2025 can be applied toward the ten percent (10%) local match. Proof of purchase (i.e., paid receipts) will be required at the time of final documentation submission. The cost of personnel **CANNOT** be used for the local matching requirement. See Section 7 below for additional details related to reporting requirements.

Revised per Addendum 1 (changes made have been ***bolded*** and ***italicized***)

3.7 Grant Program Deliverable

The ***Applicant*** shall utilize all awarded funding to purchase the equipment, radios, or training identified and approved in the grant application. ***The Department will allow for expenses to be reimbursed backdated to March 1, 2020.*** The ***Applicant*** shall provide local matching funds on a 90/10 state/local basis.

4. Eligibility and Selection

4.1 Eligible Applicants:

Licensed State of Missouri ambulance services.

4.2 Award Selection

Grants will be awarded on a first-come-first-served basis. DHSS will screen the applications to determine if they were submitted before or by the deadline of October 15, 2024, and if equipment, radios, or training being purchased are allowable under 3.4 above.

5. Application Guidance

5.1 Applicant

In this NOFO, the applicant refers to the eligible ambulance service submitting the application.

5.2 Submission Deadline

Each applicant shall (A) submit a completed application including all required supporting documentation by email to EMS.ARPAGrants@health.mo.gov **no later than 5:00 PM CST on Tuesday, October 15, 2024**, and (B) maintain timestamped proof of this submission.

The Department will not consider applications submitted after **5:00 PM on October 15, 2024**.

5.3 Submission Instructions

- Complete the ARPA Grants to Ambulance Services Application Form (Exhibit 1) in its entirety.
- Submit the completed form and all supporting documentation to EMS.ARPAGrants@health.mo.gov.
- The Department will send a response to the applicant's submission email to confirm receipt.
- The Department will conduct a preliminary review of all applications for completeness and will notify applicants of any missing information or documents. Failure to respond to this notification within one business day will result in the disqualification of the application.

Revised per Addendum 1 (changes made have been <i>bolded</i> and <i>italicized</i>)

5.4 Application Format and Components

The grant application consists of a formal response indicating what the ambulance service plans to purchase along with a justification on how it relates to the care and services provided by the ambulance service. For an application to be considered complete the following components must be complete.

- A. Application Form (Exhibit 1)
 - i. All form fields are completed
 - ii. Application is signed by authorized representative
- B. Supporting Documentation
 - i. Current product quotes for all ***new purchases being requested***
 - ii. ***Paid receipts for all reimbursements being requested***

6. Distribution of Grant Funds

6.1 Funds Distribution

- A. Payments: - Prior to any payments, the awardee must complete the registration process with the state's financial system – MissouriBUYS. MissouriBUYS registration can be completed at <https://missouribuys.mo.gov/supplier-registration/>. Contractors shall understand and agree the state reserves the right to make payments to the awardee through electronic funds transfer (EFT). Therefore, prior to any payments becoming due, the awardee must complete their vendor registration with their ACH-EFT payment information.
- B. Disbursement: - DHSS will disburse the total award upon execution of the contract and properly authorized invoice.
- C. Retraction or Reduction of Payments: - The DHSS is not bound by any award estimates in the Notice of Funding Opportunity. After making a finding that a Contractor has failed to perform or failed to conform to grant conditions, DHSS may retract the grant amount for the awarded applicant. This retraction shall be prorated in relation to the earliest date for which there is evidence that the Contractor failed to perform or conform to grant conditions; if that date is the start of grant commitment period, then the entire grant award shall be retracted. If funds have been disbursed, Contractor shall issue reimbursement to DHSS for unused funds.
- D. Unexpended Balance – Contractors shall return any unexpended balance of the award at the end of the grant commitment period to DHSS.

7. Reporting Requirements

7.1 Grant Program Deliverables

- A. The Contractor shall submit all final documentation at one time to include paid receipts and proof of local matching requirement to the Department within 30-days of the final purchase.
- B. All purchases must be made and final documentation submitted no later than March 31, 2025.
- C. Receipts shall be labeled with the corresponding category (i.e., equipment receipts, radio receipts, training receipts, and proof of local match requirement).
- D. After the final documentation is submitted, the Department will conduct a reconciliation of budgeted vs. actual costs. If it is determined that the Contractor owes funds back to the Department, the Contractor will be notified and payment shall be received by the Department no later than May 31, 2025.
- E. All final documentation shall be submitted to the Department by e-mail at EMS.ARPAGrants@health.mo.gov.

8. Federal and State Requirements

8.1 Terms and Conditions

Refer to the ARPA Subrecipient Terms and Conditions and Special ARPA Terms and Conditions in Exhibit 2 for further requirements.

**AMERICAN RESCUE PLAN ACT (ARPA) GRANTS TO AMBULANCE SERVICES
APPLICATION/BUDGET FORM FOR STATE FISCAL YEAR 2025**

Notes / Instructions

- Applicants must use this form to apply for the ARPA Grants to Ambulance Services funding.
- Completed applications, including all supporting documentation, must be submitted by email to EMS.ARPAGrants@health.mo.gov no later than 5:00 PM CST on Tuesday, October 15, 2024. The Department will not consider applications submitted after 5:00 PM on October 15, 2024.
- The budget narrative shall provide a justification for each proposed cost in the budget.
- The justification should include information on how the proposed item(s) relate to the care and services provided by the ambulance service.
- The basis of the estimate shall be the current product quotation(s) received from vendors being used to purchase the items. The type of equipment, radios, or training must be explicitly stated in the budget narrative.
- Local matching funds must be provided on a 90/10 state/local basis. Purchases of allowable items made between March 1, 2020 and March 31, 2025 can be applied toward the ten percent (10%) local match. Proof of purchase (i.e., paid receipts) will be required at the time of final documentation submission.
- If additional space is needed for items being requested/justification, a separate document may be attached.

Identifying Information

Ambulance Service Name		[REDACTED]		
City of Osage Beach		In Reference to City of Osage Beach Ambulance		
Remit To Address		City	State	ZIP Code
1000 City Parkway		Osage Beach	MO	65065
Mailing Address, if different from Remit To Address		City	State	ZIP Code
				County
Contact Name	Phone Number	Email Address		
Tommi Rudat	(573) 302-2010	trudat@osagebeach.org		

Local Matching Information

Local Matching Requirement Method ☐ Purchases between 3/1/2020 - 3/31/2025 ☐ Direct Funds ☒ Both

Equipment Budget Request / Narrative

A total of \$ ~~24,032.27~~ 24,032.27 is requested to purchase the following equipment. The equipment is needed for the specific purpose indicated in the individual justification(s) below.

Equipment Item Detail	Quantity	Total Cost	Justification
Statpacs G3+ Medslinger bags quote #Q360018 Lines 21-23	3	\$ 324.00	Used for special events such as boat races and other special events at the Lake
Statpacs G3 bag plus oxygen Module Quote # Q 360018 lines 14 and 18	2	\$ 571.00	To replace old airway bags which are very worn
PAX Emergency backpack p5/11 2.0 with modules for airway and medications Quote Q 360018 Lines 1-5 and 7-10	2	\$ 1,494.42	To replace our current first in bags which are very worn and unorganized which make it harder to work from.
Lumify s4-1 (critical care) broadband sector array ultrasound Quote #Q360523 Line 4	2	\$ 12,000.00	will give Paramedics the ability to do in field ultra sound for various reasons and provide better care for the patient.

AMERICAN RESCUE PLAN ACT (ARPA) GRANTS TO AMBULANCE SERVICES APPLICATION / BUDGET FORM FOR STATE FISCAL YEAR 2025

Notes / Instructions

- Applicants must use this form to apply for the ARPA Grants to Ambulance Services funding.
- Completed applications, including all supporting documentation, must be submitted by email to EMS.ARPAGrants@health.mo.gov no later than 5:00 PM CST on Tuesday, October 15, 2024. The Department will not consider applications submitted after 5:00 PM on October 15, 2024.
- The budget narrative shall provide a justification for each proposed cost in the budget.
- The justification should include information on how the proposed item(s) relate to the care and services provided by the ambulance service.
- The basis of the estimate shall be the current product quotation(s) received from vendors being used to purchase the items. The type of equipment, radios, or training must be explicitly stated in the budget narrative.
- Local matching funds must be provided on a 90/10 state/local basis. Purchases of allowable items made between March 1, 2020 and March 31, 2025 can be applied toward the ten percent (10%) local match. Proof of purchase (i.e., paid receipts) will be required at the time of final documentation submission.
- If additional space is needed for items being requested/justification, a separate document may be attached.

Identifying Information

Ambulance Service Name				
City of Osage Beach		In reference to the City of Osage Beach ambulance		
Remit To Address		City	State	ZIP Code
1000 City Parkway		Osage Beach	MO	65065
Mailing Address, if different from Remit To Address		City	State	ZIP Code
				County
				Camden
Contact Name	Phone Number	Email Address		
Tommi Rudat	(573) 302-2010	trudat@osagebeach.org		

Local Matching Information

Local Matching Requirement Method ☐ Purchases between 3/1/2020 - 3/31/2025 ☐ Direct Funds ☒ Both

Equipment Budget Request / Narrative

A total of \$ is requested to purchase the following equipment. The equipment is needed for the specific purpose indicated in the individual justification(s) below.

Equipment Item Detail	Quantity	Total Cost	Justification
McGrath MAC Video Laryngoscopes with and blades. Quote # 360523 Line 2-12	2	\$ 3,459.85	To replace our current aging Laryngoscopes. This price does include case, battery and blades.
Schur slide patient mover Quote # 360523 Line # 13	2	\$ 152.00	Allows for easier transfer and helps avoid back injuries
Panasonic WIN 11 Pro tough book with telescoping pole	1	\$ 6,031.00	to be used for patient care report and CAD

Radios (MOSWIN compatible) Budget Request / Narrative

A total of \$ _____ is requested to purchase the following radio(s). The radio(s) is/are needed for the specific purpose indicated in the individual Justification(s) below.

Radios Item Detail	Quantity	Total Cost	Justification

Training Budget Request / Narrative

A total of \$ 26,567.50 is requested for the following staff training(s). The training(s) is/are needed for the specific purpose indicated in the individual Justification(s) below.

Training Item Detail	Quantity	Total Cost	Justification
SMART Stat w/ipad Manikin with IO leg Quote #Q360523 Lines 1-3	1	\$ 21,699.00	Will be used for training and education of the new EMT's and Paramedics. These manikins are idea for providing the best real life scenario and training.
Laredal Airway trainer from life Assist Adult and pediatric quote # Q382717 Lines 1&2	1	\$ 3,338.50	Used for training and keeping up intubation skills for Paramedics and EMT's
NAEMSE Level 2 Instructor course	2	\$ 690.00	We have a need for instructors to conduct EMT classes and CEU Classes for the lake area. Also would like to expand to Paramedic instruction in the future.
NAEMSE Level 1 Instructor course	2	\$ 840.00	As our Department grows we have a need for an EMT program and to offer CEUS The department is currently working to become a training center.

Signatures

Ambulance Service Authorized Representative / Date



DHSS Authorized Representative / Date





Quote No: Q382717

Quotation

Customer No: 65065CTY
Quote Date: 10/11/2024
Expiration Date: 11/10/2024

FOB Destination -
We Pay FREIGHT!

Ship To: City Of Osage Beach
Osage Beach, MO 65065

Contact: Tommi Rudat
Phone: 314-560-8588
Fax:
eMail: trudat@osagebeach.org

Pay Terms: Net 30
FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

Quantity	Item Number	Description	Unit Price	Extension
1	1 ea	TR250000	2,527.50	2,527.50
2	1 ea	TR250	811.00	811.00

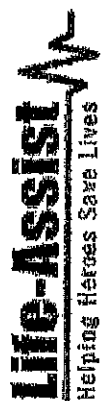
Your Regional Account Manager:
Zachary Doyle
zachary.doyle@life-assist.com
573-777-0689

Sub Total: 3,338.50
Freight: 0.00
Est. Sales Tax: 0.00
Total: 3,338.50

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).





Helping Heroes Save Lives

Quote No: Q360018

Quotation

Customer No: 65055CTV

Quote Date: 8/15/2024

Expiration Date: 12/23/2024

FOB Destination -
We Pay FREIGHT!

Ship To: Osage Beach Ambulance
Osage Beach, MO 65065

Contact: Allie Johnson

Phone:

Fax:

eMail: ajohnson@osagebeach.org

Pay Terms: Net 30

FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

Quantity	Item Number	Description	Unit Price	Extension
1 ea	FS27603-BLU	PAX Emergency Backpack P5/11 2.0 - Large, Blue	570.00	570.00
1 ea	FS27704	PAX See-Through Module P5/11 2.0 - L	48.15	48.15
1 ea	FS27706	PAX See-Through Module P5/11 2.0 MBc	33.46	33.46
1 ea	FS27856	PAX See-Through Module P5/11 2.0 S High	43.80	43.80
1 ea	FS27707	PAX See-Through Module P5/11 2.0 - S	28.60	28.60
1 ea	FS50308-YEL	PAX Handle P5/11 -Yellow	5.80	5.80
1 ea	FS50304-RED	PAX Handle P5/11 -Red	5.80	5.80
1 ea	FS50216-PUR	PAX Handle P5/11 - Purple	5.80	5.80
1 ea	FS50309-ORG	PAX Handle P5/11 -Orange	5.80	5.80
1 ea	FS50211-GRN	PAX Handle P5/11 -Green	5.80	5.80
1 ea	FS50307-BLU	PAX Handle P5/11 - Blue	5.80	5.80
1 ea	FS50303-BLK	PAX Handle P5/11 -Black	5.80	5.80
1 ea	FS35001-BLU	StatPacks G3 CLINICIAN EMS Pack, Blue	225.00	225.00
1 ea	FS35001-RED	StatPacks G3+ CLINICIAN EMS Pack, Red	225.00	225.00
1 ea	FS31000-GRN	StatPacks G3+ Airway CELL	110.00	110.00

Quantity	Item Number	Description	Unit Price	Extension
17	1 ea	FS31003-RED	125.00	125.00
18	1 ea	SPAC_G33004GN	60.50	60.50
19	1 ea	FS31001-BLU	96.30	96.30
20	1 ea	FS31002-BLK	87.50	87.50
21	1 ea	SPAC_G35011TK	108.00	108.00
22	1 ea	SPAC_G35011RE	108.00	108.00
23	1 ea	SPAC_G35011BU	108.00	108.00

Note: Revised 10/10/24

Your Regional Account Manager:

Zachary Doyle

zachary.doyle@life-assist.com

573-777-0689

Sub Total: 2,060.81

Freight: 0.00

Est. Sales Tax: 0.00

Total: 2,060.81

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).

(800) 824-6016

customercare@life-assist.com

www.life-assist.com

Page 2 of 2

Quote No: Q360523

Quotation

Customer No: 65066CTV
Quote Date: 9/26/2024
Expiration Date: 10/26/2024

FOB Destination -
We Pay FREIGHT!

Ship To: City Of Osage Beach
Osage Beach, MO 65066

Contact: Tommi Rudat
Phone: 314-560-8588

Fax:
eMail: trdat@osagebeach.org

Pay Terms: Net 30
FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension
1	1 ea	TR802	SMART STAT (Basic) w/ iPad	17,250.00	17,250.00
2	1 ea	SIMU_101-8002W	Extended Warranty for Smart Stat Basic (2 years)	3,999.00	3,999.00
3	1 ea	SIMU_101-409	Optional IO Leg Smart Stat	450.00	450.00
4	2 ea	US8884	Lumify S4-1 (Critical Care) Broadband Sector Array	6,000.00	12,000.00
5	2 ea	LY6300	McGrath MAC Video Laryngoscope	1,450.65	2,901.30
			On backorder from the manufacturer with no estimated recovery date.		
6	2 ea	LY6300CASE	McGrath Mac Carrying Case	65.00	130.00
7	2 ea	LY6300BATTERY	McGrath VLS Battery, 250-Minute, 3.6V	40.25	80.50
8	5 ea	LY6301	McGrath VLS Blade, MAC Size 1	11.00	55.00
9	5 ea	LY6302	McGrath VLS Blade, MAC Size 2	11.00	55.00
10	5 ea	LY6303	McGrath VLS Blade, MAC Size 3	11.00	55.00
11	5 ea	LY6304	McGrath VLS Blade, MAC Size 4	11.00	55.00
12	5 ea	LY6303X	McGrath VLS Blade, MAC X Size 3	25.61	128.05
13	2 ea	SW4775	SchureSlide Ambulance Patient Transfer System	76.00	152.00

Your Regional Account Manager:

Zachary Doyle

zachary.doyle@life-assist.com

573-777-0689

Note: Revised 9/23/24

Sub Total:	37,310.85
Freight:	0.00
Est. Sales Tax:	0.00
Total:	37,310.85

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).

(800) 824-6015

customercare@life-assist.com

www.life-assist.com

Page 2 of 2



Turn-Key
Mobile, Inc.

TURN-KEY MOBILE, INC.

Remit to:
4510 Country Club Drive
Jefferson City, Missouri 65109

INVOICE

Invoice# INV-71990

Invoice Date	: 09/24/2024	Customer PO	: Email Approval
Terms	: Net 30	Order POC	: Todd Davis
Due Date	: 10/24/2024		
S.O.#	: SO-31448		

Bill To

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

#	Item & Description	Qty	Rate	Amount
1	CF-3BTZ-0KAM Panasonic WIN11 PRO, INTEL CORE I5-1245U VPRO (UP TO 4.4GHZ), AMT, 12.0IN QHD GLOVED MULTI TOUCH+DIGITIZER, 16GB, INTEL IRIS XE, 512GB OPAL SSD, INTEL WIFI 6E, BLUETOOTH, 4G LTE+5G, DUAL PASS (CH1:WWAN/CH2:WWAN-GPS), MIC AND INFRARED 2MP WEBCAM, 8MP REAR CAMERA, CONTACTLESS SMARTCARD, STANDARD BATTERIES (2), TPM 2.0, FLAT, CF-SVCPDEP3Y - 3 YEAR PREMIER DEPLOYMENT, FZ-SVCS12SSD3Y - 3 YEAR NO RETURN OF DEFECTIVE DRIVE, FZ-SVCTPNE3YR - 3 YEAR PROTECTION PLUS WARRANTY, CF-SVCBIOS1 - CUSTOM BIOS, FZ-SVCFESGH10 - MOBILITY ENGINEERING FIELD SERVICE Serial Number(s): 4FTC98042	1.00	8,850.00	8,850.00
2	CF-VEK939LMP Panasonic Premium EliteSive Keyboard for CF-33 Mk3 (not compatible with mkl/mk2 tablets), Red Backlight (4 levels), USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Serial Number(s): 3LTTA25915	1.00	590.00	590.00
3	CF-SVCP3Y5 Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	1.00	600.00	600.00
4	DS-PAN-1119 Havis Cradle (no electronics) for Panasonic TOUGHBOOK 33, 2-in-1 Laptop Serial Number(s): SIN268621-1	1.00	519.00	519.00
5	C-HDM-201 Havis 5.5" Heavy-Duty Telescoping Pole, Short Handle	1.00	139.00	139.00
6	C-MD-202 Havis Tilt Swivel Motion Device	1.00	66.00	66.00
7	C-MD-112 Havis 11" Slide Out Locking Swing Arm with Motion Adapter	1.00	258.00	258.00
8	TBCSHSTR1P InfoCase Replacement Shoulder Strap for All Toughbook	1.00	9.00	9.00

Sub Total 6,031.00

Total \$6,031.00

Balance Due \$6,031.00

Notes

Thank YOU for your business.

Share | (<http://www.addtoany.com/share#url=https%3A%2F%2Fnaemse.org%2Fpage%2FIC1general&title=IC%201%20-%20GENERAL%20INFORMATION%20-%20National%20Association%20of%20EMS%20Educators>)
 (/Facebook) (/Rs) (/Email) (/Linkdin)



About the NAEMSE Level 1 Instructor Course

The National EMS Instructor Courses have been designed and developed in accordance with the DOT/NHTSA 2002 National Guidelines for Educating EMS Instructors & the National Education Standards. The IC1 course represents the didactic component and practical application of the educational process for EMS educators specified in over 40 States EMS Rules for Lead Instructors.

The course content provides an introduction to a broad span of educational theory that is heavily reliant on brain-based learning and evidence-based best practices for all levels of experience as an EMS educator. Please note that this course is instructed in English only.

Online Level 1 Instructor Course

After 25 years NAEMSE is proud to launch its first ever Online Level 1 Instructor Course. This online course will offer the same CAPCE approved 40 hours of CEUs based on the DOT/NHTSA 2002 National Guidelines for Educating EMS Instructors & The Foundation of Education 3rd Edition Textbook. NAEMSE continues to host in-person courses throughout the country in tandem with this new virtual option. To view upcoming locations and dates please click below:

https://naemse.org/events/event_list.asp (https://naemse.org/events/event_list.asp)

Course Goals and Objectives

- To provide tools and resources to educators to accelerate their growth as effective learning coaches.
- To provide contemporary information on the teaching and learning process so EMS educators help their students to achieve their learning goals.
- To provide opportunities for networking with other educators, mentoring by experienced educators, and a catalyst for personal growth.

Mandatory components to successfully complete the course:

- A portion of the course (16 hours of CE) must be completed online prior to class and includes educational materials pertinent to successful course completion.
- Participants will complete a written post test on the third day of the class which includes information covered in class that is referenced to content in the DOT/NHTSA 2002 National Guidelines for Educating EMS Instructors & the National Education Standards found on the NAEMSE web site.
- Participants are assigned to a team (squad) that is tasked with completing assignments for various course components. Active engagement with team members in a collaborative learning environment is essential to achieving a successful learning experience.

Course Pricing

NAEMSE Members

\$320

Non-NAEMSE Members

\$420

A NAEMSE membership costs \$94 a year. Click here (https://naemse.org/general/register_member_type.asp) to become a member!

Course Agenda

Share | (<https://www.addtoany.com/share?url=https%3A%2F%2Fnaemse.org%2Fpage%2FOnlineIC2&title=Online%20IC%20202%20-%20General%20Information>)
 (//facebook) (//fb) (//pamell) (//linkedin)





<https://online.multipview.com/r?>

awayJ2j0IM94xMlkmP2j0xNzA00TejlmFOj00LCjKCl6MCwY20j0caNjMwYwY2g0jEONtAyLCjJy16a30elmNylj00MY2NTAzOTYlnakjplj0INJA0NzE4ZjN0Q8ZWVhbnGRQV4j

About the NAEMSE Online Level 2 Instructor Course

The goal of IC2 is to help prepare EMS educators to advance to management and leadership positions.

The IC2 course is representative of the 2002 National Guidelines for EMS educators. This course will provide educators and leaders with the (and information) needed to advance their knowledge. IC2 represents the next step to becoming an educational leader. The fundamentals of IC2 are built on IC1. The recommended pathway is to complete IC1 first before taking IC2. Please note that this course is instructed in English only.

Topics covered include: Mentoring, Student-Centered Learning, Lesson Planning, Program Evaluation, Social Intelligence, Research, Presentation Technologies, Leadership, Administrative Issues.

Course Objectives

- To provide tools and resources to educators working or interested in EMS Education leadership positions and to promote their growth as successful administrators.
- To apply educators with current, evidence-based concepts and strategies to aid managers in leading high-performing EMS education programs and agencies.
- To provide the opportunity for networking with other educators, mentoring by experienced leaders, and continuation of learning.

Course Information & Requirements

The Foundations of Education: An EMS Approach (Third Edition) is required for this course, click here to purchase! (<https://www.psglearning.com/catalog/productdetails/9781204146168>) An in-class group presentation will be part of your successful completion of this course.

Course Pricing

NAEMSE Members

\$260

Non-NAEMSE Members

\$345

A NAEMSE membership costs \$95 a year. Click here (https://naemse.org/general/register_member_type.asp) to become a member!

Course Agenda

Day 1: 9:00am - 4:00pm ET

Welcome & Introduction

Principles of Leadership

Mentoring, Evaluation &

Preceptorship

Using Technology to Present

Administrative Fundamentals

Student-Centered Learning

Time to work on projects

Day 2: 9:00am - 3:00pm ET

Social Intelligence

Budgeting 101: The Basics

Accreditation & Public Relations

Group Presentation/Project

Review Games

EXHIBIT 2

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: ("Contractor") understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this agreement.

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor's participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional

conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or

subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

¹ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurance section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

² Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended

by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

INVOICE
PREPAYMENT REQUIRED

INVOICE #: _____
INVOICE DATE: _____

Company Name/DBA:

Billed to:
Missouri Department of Health and
Senior Services/DRL/BEMS
PO Box 570
Jefferson City, MO 65102-0570
EMS.ARPAGrants@health.mo.gov

Remit to Address:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL

PLEASE NOTE: The Invoice Total Cannot Exceed the Amount in the contract.

Grand Total _____

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-90 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to issue bonds under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village LLC. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-90

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 - if the “TIF Obligations” (as defined in the Redevelopment Agreement) are not issued by December 31, 2024 because certain conditions have not been satisfied, the City may terminate the Redevelopment Agreement upon 10 days written notice to the Developer

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is an extension for the deadline to obtain bonding for the Lakeport Oasis project. Staff and the Developer worked diligently this fall to meet this deadline and were on track to do so as recently as November. However, financing a \$400+ million project is complicated and some parts were delayed. We therefore expect bonds to issue in Q1 of next year. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-90 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING AN EXTENSION OF TIME TO ISSUE BONDS UNDER THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF OSAGE BEACH, MISSOURI AND LAKEPORT VILLAGE LLC.

WHEREAS, pursuant to Ordinance No. 23.47, the City of Osage Beach, Missouri (the “City”) and Lakeport Village LLC (the “Developer”) entered into a Redevelopment Agreement dated as of August 31, 2023 (the “Redevelopment Agreement”) in furtherance of the Lakeport Village Tax Increment Financing Redevelopment Plan; and

WHEREAS, Section 5.1(e) of the Redevelopment Agreement provides that if the “TIF Obligations” (as defined in the Redevelopment Agreement) are not issued by December 31, 2024 because certain conditions have not been satisfied, the City may terminate the Redevelopment Agreement upon 10 days written notice to the Developer; and

WHEREAS, the City, the Developer, the Missouri Development Finance Board and other parties have been diligently pursuing the issuance of the TIF Obligations, however, despite this diligence, no TIF Obligations will be issued by December 31, 2024; and

WHEREAS, the City and other parties expect that all conditions necessary to issue TIF Obligations will be satisfied within the next several months and, accordingly, the City wishes to extend the reference to December 31, 2024 in Section 5.1(e) of the Redevelopment Agreement to June 30, 2025;

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

Section 1. Extension of Deadline. The Board of Aldermen hereby extends the date to issue TIF Obligations under Section 5.1(e) of the Redevelopment Agreement until June 30, 2025. Except with respect to the foregoing extension, the City expressly does not waive, modify, or rescind any provision of the Redevelopment Agreement and the Redevelopment Agreement shall remain in full force and effect.

Section 2. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

READ FIRST TIME: _____, 2024 READ SECOND TIME: _____, 2024

I hereby certify that Ordinance No. 24.90 was duly passed on _____, 2024 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 approved Ordinance No. 24.90.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *First Reading*

Requested Action:

First Reading of Bill #24-91

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Property Assessed Clean Energy (PACE) financing allows property owners to finance the costs of renewable energy improvements or energy efficiency improvements through annual special assessments. In Missouri, PACE is implemented and administered through Clean Energy Development Boards. Show-Me PACE is a multi-jurisdictional Clean Energy Development Board that cities and counties can opt into by passing the proposed ordinance. If the Ordinance is approved by the City, Show-Me PACE will make PACE financing available to property owners in the City.

City Attorney Comments:

Per City Code 110.230, Bill 24-91 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE TO ENABLE THE CITY OF OSAGE BEACH, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS 67.2800 TO 67.2835, RSMO, THE “PROPERTY ASSESSMENT CLEAN ENERGY ACT,” AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri, as amended (the “PACE Act”); and

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Osage Beach (the “City”), Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section 67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section 67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City and its residents to join and participate in Show Me PACE;

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

Section 1. The City hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as the “Osage Beach, Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.
 - d. “Qualifying Property” means commercial property, property owned by not-for-profit entities, agricultural property, and property owned by civic entities located within the City that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;
5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
 9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.
- C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of the City shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City.
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. City as a Non-Party. The City shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 2. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

Section 3. The City does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the City is hereby authorized and directed to execute the Cooperative on behalf of the City.

Section 4. The election of the City to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

Section 5. The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

Section 6. The officials and agents of the City are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FIRST TIME: ____

READ SECOND TIME: _____

I hereby certify that Ordinance No. 24.91 was duly passed on _____, 2024, 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. 24.91.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on ____ __, 2024, the Board of Aldermen of the City of Osage Beach, Missouri adopted Ordinance No. 24.__, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing in the Municipality's boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 2024

SHOW ME PACE

By: _____
Josh Campbell, J.D., President

Date: _____, 20__

City of Osage Beach

Adopted Ordinance No. 24.____ joining
Show Me PACE on _____, 2024

By: _____
Name: Michael Harmison
Title: Mayor



**SECOND AMENDED AND RESTATED BYLAWS
OF
SHOW ME PACE CLEAN ENERGY DISTRICT**

Adopted July 15, 2015

First Amendment and Restatement July 18, 2017

Second Amendment and Restatement by the Board of Directors as of April 19, 2018

**SECOND AMENDED AND RESTATED BYLAWS
OF
SHOW ME PACE**

Adopted July 15, 2015

First Amendment and Restatement July 18, 2017

Second Amendment and Restatement by the Board of Directors as of April 19, 2018

**ARTICLE I
OFFICES AND RECORDS**

1.1 Name. The name of the property assessed clean energy district shall be “Show Me PACE”.

1.2 Office and Agent. The location of the registered office and the name of the registered agent of Show Me PACE will be Josh Campbell, located at 238 East High St. 3rd Floor, Jefferson City MO 6501, or as may be determined from time to time by resolution duly adopted by the Board of Directors of the District (the “Board”) and on file in the appropriate public offices of the State of Missouri as provided by law.

1.3 Powers of the District. The powers of the District are vested in and exercised by a Board of Directors which may exercise all such authority and powers of the District and do all such lawful acts and things as are necessary to carry out the purposes of the District, or as are otherwise authorized or permitted by law, including the authorization of expenditures and use of funds as provided for in RSMo 67.2800 *et seq.*

1.4 Other Offices. The District may conduct its business, carry on its operations, have other offices and exercise its powers within the State of Missouri as the Board may designate or the business of the District may require.

1.5 Books, Records of Account, and Inspection Rights. The District will keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its Board, and the names and places of residence of its officers. Except as otherwise required by the laws of the State of Missouri, the books and records of account of the District may be kept at such place(s) as the Board may from time to time determine.

**ARTICLE II
MEETINGS OF THE BOARD OF DIRECTORS**

2.1 Place of Meetings. All meetings of the Board of Directors will be held at such place(s) as the Board may from time to time determine and state in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. An annual meeting of the Board for the election of directors will be held on the second Monday in June of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as may be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. At the annual meeting, the Board will elect directors and may also transact such other business as may be desired, whether or not the same was specified in the notice of the meeting, unless the consideration of such other business without its having been specified in the notice of the meeting as one of the purposes thereof is prohibited by law. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the District.

2.3 Special Meetings. Special meetings of the Board may be held for any purpose(s) stated in the notice of the meeting, unless otherwise prohibited by law. The business transacted at the special meeting will be confined to the purpose(s) stated in the notice, unless the transaction of other business is consented to by the Board.

2.4 Action Without a Meeting. Unless otherwise provided in the Articles, any action required or permitted to be taken at a meeting of the directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof.

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Such consent will have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary will file such consents with the minutes of the meetings of the Board.

2.5 Notice. Written or printed notice of each meeting of the Board, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or posted in accordance with Missouri law.

ARTICLE III **QUORUM AND VOTING**

3.1 Quorum. Unless otherwise provided in the these Bylaws, a majority of the directors entitled to vote at any meeting, represented in person or by proxy, will constitute a quorum ("Quorum") at a meeting of the Board. Less than such Quorum may act to successively adjourn the meeting to a specified date, no longer than 90 days after such adjournment. At the subsequent session of such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 90 days, or if after adjournment a new record date is fixed for the subsequent session of the adjourned meeting, a notice of the subsequent session of the adjourned meeting will be given in accordance with Missouri law.

3.2 Voting. One Vote Per Director. Unless otherwise provided in the Articles, each director entitled to vote under the provisions of these Bylaws will be entitled to one vote on each matter submitted to a vote at a meeting of the Board.

3.3 Voting Otherwise Than by Written Ballot. At all meetings of the Board, the voting may be otherwise than by written ballot, including in the election of directors, except that any director entitled to vote may request a vote by written ballot on any matter, in which event such vote will be taken by written ballot. Board Action. In all matters, every decision of a majority of directors of the District entitled to vote on the subject matter and represented in person at a meeting at which a Quorum is present will be valid as an act of the Board, unless a larger vote is required by law or these Bylaws.

3.4 Voting for Directors. New directors shall be elected by the affirmative vote of a majority of directors of the District entitled to vote on the election of directors and represented in person at a meeting at which a Quorum is present.

3.5 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted in these Bylaws, the directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in such manner will constitute presence in person at such meeting.

ARTICLE IV **BOARD OF DIRECTORS**

4.1 Number; Qualification; Term. Unless and until changed by the Board as hereinafter provided, the number of directors to constitute the Board will be five (5). The number of directors constituting the Board may be changed from time to time and at any time by a resolution adopted by a majority of the whole Board. Each director will hold office until a successor is elected and qualified or until such director's earlier resignation or removal.

4.2 Powers of the Board. The property and business of the District will be controlled and managed by the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board may exercise all such powers of the District, and do all such lawful acts and things, as are not by statute or by these Bylaws directed or required to be exercised or done by the directors.

4.3 Acceptance of Director. Each director, upon election, will qualify by accepting the office of director, and such director's attendance at, or written approval of the minutes of, any meeting of the Board subsequent to the director's election will constitute acceptance of such office by such director; or the director may accept the office of director by executing a separate written acceptance, which will be placed in the minute book.

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4.4 Vacancies and Newly Created Directorships. Unless otherwise provided in these Bylaws, vacancies and newly created directorships resulting from any increase in the number of directors to constitute the Board may be filled by a majority of the directors then in office, although less than a Quorum, or by a sole remaining director, and the directors so chosen will hold office until the next election of directors by the Board. If, at any time, by reason of death, resignation or other cause, the District should have no directors in office, then the administrator or any officer appoint a new director.

4.5 Compensation. Unless otherwise provided in these Bylaws, the directors will not receive compensation for their service, but the Board may, by resolution, provide for reimbursement of expenses incurred by directors in attending each meeting; provided that nothing herein contained will be construed to preclude any director from serving the District in any other capacity and receiving compensation therefor.

4.6 Resignations. Any director may resign at any time upon written notice to the District. Such resignation will take effect at the time specified therein or will take effect upon receipt thereof by the District if no time is specified therein, and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

4.7 Reliance on Records. A director will be fully protected in the performance of such director's duties in relying in good faith upon the records of the District and upon such information, opinions, reports or statements presented to the District by any of the District's officers or employees, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the District.

4.8 Removal of Directors. At a meeting called expressly for that purpose, the directors will have the power, by a vote of the holders of a majority of the votes then required to elect directors, to remove any director or directors from office with or without cause.

4.9 Term Limits. Each Director shall serve three-year terms and no more than two consecutive terms. A Director may be nominated for additional terms after a cooling off period of one year.

ARTICLE V **OFFICERS**

5.1 Designations.

(a) Authorized Officers. The District will have a President and a Secretary, each with such duties as are stated in this **Article 5** or by resolution of the Board which is not inconsistent with these Bylaws. The Board will elect a President and a Secretary at its annual meeting.

(b) Qualification of Officers. Officers of the District need not be members of the Board. Unless these Bylaws otherwise provide, any two or more offices may be held by the same person.

(c) Acceptance of Office. An officer will be deemed qualified when the officer enters upon the duties of the office to which the officer has been elected or appointed; but the Board may also require a written acceptance and promise to faithfully discharge the duties of such office.

(d) Failure to Elect Officers. A failure to elect the District's officers in accordance with these Bylaws will not dissolve or otherwise affect the District.

5.2 Term of Office. Each officer will hold office at the pleasure of the Board or for such other period as the Board may specify at the time of such officer's election or appointment, or until the death, resignation or removal of such officer, whichever first occurs. In any event, each officer of the District who is not reelected or reappointed at the annual election of officers by the Board next succeeding his or her election or appointment will be

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deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election or appointment.

5.3 Other Agents. The Board from time to time may also appoint such other agents for the District as the Board may deem necessary or advisable. Each such agent will serve at the pleasure of the Board or for such period as the Board may specify, and may exercise such powers, have such titles and perform such duties as determined from time to time by the Board or by an officer empowered by these Bylaws or the Board to make such determinations.

5.4 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in the Board's judgment the best interests of the District will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

5.5 Salaries and Compensation. Salaries and compensation, if any, of all elected officers of the District will be fixed, increased or decreased by the Board.

5.6 Delegation of Authority to Hire, Discharge and Designate Duties. The Board from time to time may delegate to the President or other officer or executive employee of the District, authority to hire and discharge and to fix and modify the duties and salary or other compensation of employees of the District under the jurisdiction of such person, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the District the services of attorneys, accountants and other professionals and experts.

5.7 President. Unless the Board otherwise provides, the President will have such general executive powers and duties of supervision and management as are usually vested in the office of the president, and will carry into effect all directions and resolutions of the Board. The President will preside at all meetings of the directors and will have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

5.8 Secretary. The Secretary will have the general duties, powers and responsibilities of a secretary of a District and will perform such other duties and have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

5.9 General Counsel. The Board may appoint a General Counsel. The General Counsel shall be the chief legal officer of the District and shall have such duties and responsibilities as may be determined by the Board, except that the duties and responsibilities of the office of General Counsel shall not include those required by law or these Bylaws to be performed by the Board or otherwise in conflict with law. The General Counsel shall not be a Director.

5.10 Duties of Officers May Be Delegated. For any other reason that the Board may deem sufficient, the Board may delegate some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person. Additionally, the Board may designate an official agent and delegate such individual with the District's full authority to execute all bonds, notes, debentures, mortgages and other instruments for and in the name of the District, cause the corporate seal to be affixed thereto, and execute all other instruments and documents for and in the name of the District.

ARTICLE VI

LIABILITY LIMITATION AND INDEMNIFICATION

6.1 Limitation of Liability. No person will be liable to the District or the directors for any loss, damage, liability or expense suffered by the District on account of any action taken or omitted to be taken by such person as a director, officer, employee or agent of the District or of any other enterprise for which such person serves or has served as a director, officer, employee or agent at the request of the District, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other enterprise, or upon statements made or information furnished by directors, officers,

employees or agents of the District, or of such other enterprise, which such person had no reasonable grounds to disbelieve.

6.2 Mandatory Indemnification. The District will indemnify and protect any director, officer, employee or agent of the District, or any person who serves at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

6.3 Other Indemnification. The indemnification provided by this **Article 6** will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

6.4 Indemnification for Other Entities. The District may give any further indemnity, in addition to the indemnity authorized or contemplated under this **Article 6**, including **Section 6.2**, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the District which has been adopted by a vote of the directors of the District, and provided further than no such indemnity will indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

6.5 Insurance. The District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District, or is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the District would have the power to indemnify him against such liability under the provisions of this **Article 6**.

6.6 Other Definitions. For purposes of this Article 6, the term “other enterprise” will include employee benefit plans; the term “fines” will include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the District” will include any service as a director, officer, employee or agent of the District which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the District” as referred to in this Section.

ARTICLE VII

GENERAL PROVISIONS

7.1 Conflicts of Interest. Public confidence in the recommendations and other actions of the Board requires that directors avoid both actual conflicts of interest and situations that might give the appearance of a conflict of interest. Given the qualifications for directorship, it is to be expected, however, that some directors will have outside business or professional interests relating to the District’s mission. It is not intended that such outside business or professional interests be considered a conflict of interest, provided that a director shall not participate in any deliberation or vote, and shall not take any other affirmative action as a director with respect to a matter in which such director has an interest which is in substantial conflict with the proper discharge of the duties and responsibilities of membership on the Board. The existence and nature of any potential conflict of interest shall be promptly disclosed to the President. With respect to potential conflicts of interest, the director shall either (1) excuse himself or herself from participating in any deliberation or vote on the matter and may not otherwise take any affirmative action on the matter or (2) shall prepare a written statement prepared under penalty of false statement

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describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, such director is able to vote and otherwise participate fairly, objectively, and in the public interest, and shall deliver a copy of such statement to the President and shall enter a copy of the statement in the minutes of the Board. In addition to the steps described above, a conflicted or potentially conflicted director is strongly encouraged to: (a) leave the room during discussion and vote on the matter at hand; (b) not to participate in such discussion and vote; and (c) not to obtain access to non-public confidential information regarding the matter at hand.

7.2 Fiscal Year. The Board may fix and from time to time change the fiscal year of the District. In the absence of action by the Board, the fiscal year of the District will end each year on the date that the District treated as the close of its first fiscal year, until such time, if any, as the fiscal year may be changed by the Board.

7.3 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to specific instances.

7.4 Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted only in the manner provided in the Articles.

CERTIFICATE

The undersigned directors of the Show Me PACE hereby certify that the foregoing Second Amended and Restated Bylaws have been duly adopted by the Board of Directors.

Dated: _____, 2018

Name: Dave Barber

Title: Director

Name: Nicholas Brinker

Title: Director

Name: Mark Carlie

Title: Director

Name: Aimee D. Davenport

Title: Director

Name: James Murphy

Title: Director

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *First Reading*

Requested Action:

First Reading of Bill #24-94

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is a contract to hire an attorney to handle day-to-day prosecutions in municipal court. It was budgeted for this year but not used. Prosecuting takes up a significant amount of attorney time that is needed elsewhere.

City Attorney Comments:

Per City Code 110.230, Bill 24-94 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24.94

ORDINANCE NO. 24.94

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH THE LAW OFFICE OF TODD MILLER, LLC IN AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Service Agreement for a licensed attorney in the State of Missouri and qualified to serve as Municipal Prosecutor;

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

Section 1. The Mayor is hereby authorized to execute a Municipal Division Prosecutor Agreement under substantially the same terms and conditions as the attached draft, Exhibit A to this ordinance.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Thirty Thousand Dollars (\$30,000.00) per year to be paid at a rate of Twenty-Five Hundred Dollars per month (\$2,500.00). Mr. Miller will be responsible for paying all taxes due on such compensation.

Section 3. 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 the above Ordinance No. 24.94 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. 24.94.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



MUNICIPAL DIVISION PROSECUTION SERVICES AGREEMENT

THIS AGREEMENT is effective as of January 2, 2025, by and between the City of Osage Beach ("City"), and the Law Office of Todd Miller, LLC, a Missouri limited liability company, by and through M. Todd Miller ("Prosecutor"), a licensed attorney practicing in Camden County, Missouri, contingent upon approval of the City's Board of Alderman.

WHEREAS Prosecutor is a licensed attorney in the State of Missouri and qualified to serve as a Municipal Court Prosecutor; and

WHEREAS the City desires that Prosecutor provide such Prosecution services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. **Term.** Prosecutor shall provide the services below for a period commencing on the effective date hereof and continuing through December 31, 2025, to serve as Prosecutor for the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Prosecutor agrees to perform the services hereinafter described all upon the terms and conditions herein stated.
2. **Scope of Services to be Provided.** Prosecutor is hereby appointed as an assistant prosecutor for the City's Municipal Court and will be responsible for all Municipal Court prosecutions other than the following: jury trials, trials *de novo*, complex code enforcement, and other hearings in Associate Circuit Court, and appeals. The City Prosecutor may also, in his sole discretion, retain control of specific cases or classes of cases. Prosecutor shall report to the appointed City Prosecutor. Prosecutor shall comply with all the laws of the State of Missouri and the Supreme Court Rules.
3. **Fees.** For the services rendered pursuant to this Agreement, Prosecutor shall submit a monthly invoice to the City for services at the rates quoted in his response to the RFQ for this position. Such invoices shall be delivered to the City no later than 30 days following the end of the preceding month or payment may be delayed until the following month. Prosecutor's invoices shall not exceed \$2500.00 per month, and City shall not be liable for any payment in excess of that amount. Prosecutor will receive a Form 1099 at the end of the year. Prosecutor shall be responsible for paying all taxes due on such compensation. In performing the services herein specified, Prosecutor is acting as an independent contractor and shall not be considered an employee of the City.

4. **Professional Training.** Prosecutor agrees to attend all required continuing municipal legal education training sessions and will provide documentation of said training to the City upon request. Upon presentment, City shall reimburse Prosecutor for any expenses arising from any training specifically required to perform the services detailed herein.
5. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Prosecutor 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). Prosecutor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site.
6. **Licenses, Permits, Taxes.** Prosecutor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for Prosecutor. Prosecutor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
7. **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 and this Agreement shall terminate. Prosecutor shall not be required to perform any services thereafter, and the City shall pay Prosecutor for any time/fees already devoted to the City's affairs.
8. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.
9. **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. Prosecutor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
10. **Laws, Ordinances, and Regulations.** Prosecutor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Prosecutor, the City, or the subject matter of this Agreement. Except as described herein, 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. Prosecutor 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, Prosecutor, or the City.

11. **Ownership of Work Product.** All documents and other work product created by Prosecutor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
12. **Termination.** 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.
13. **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.
14. **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.
15. **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
16. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution and to the extent permitted by law, the parties waive any right to jury trial.
17. **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.
18. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
19. **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.

20. **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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY:
CITY OF OSAGE BEACH, MISSOURI

PROSECUTOR:
LAW OFFICE OF TODD MILLER, LLC

BY: Michael Harmison Date
ITS: Mayor



By: Todd Miller 12/06/2024
ITS: Manager Date

Attest:

BY: Tara Berreth Date
ITS: City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Resolution 2024-09 - A resolution of the City of Osage Beach, Missouri, approving the Ambulance Supervisor to apply for the Assistance to Firefighter Grant for the purchase of a new ambulance.

Requested Action:

Resolution 2024-09- A resolution 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:

Yes - Application period deadline is December 20, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The Ambulance Service would like to apply for this grant for funding to purchase a new ambulance. The Cost share for this grant is 95/5 Federal/City.
The deadline to apply for this funding is 12/20/2024.
I recommend approval.

City Attorney Comments:

Per City Code 110.230, Resolution 2024-09 is in correct form.

City Administrator Comments:

If this grant is awarded, the 5% grant match will be budgeted for Fiscal Year 2026.

RESOLUTION 2024-09

**RESOLUTION OF THE CITY OF OSAGE BEACH, MISSOURI APPROVING THE
AMBULANCE SUPERVISOR TO APPLY FOR THE ASSISTANCE TO FIREFIGHTER GRANT
FOR THE PURCHASE OF A NEW AMBULANCE**

WHEREAS, the City would like to apply for this grant to purchase a new ambulance: and

WHEREAS, the Board now agrees to the cost share for this grant is 95% Federal and 5% City match; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the Ambulance Supervisor to apply for the Assistance to Firefighter Grant to purchase a new ambulance.

I hereby certify that the above Resolution 2024-09 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:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

**The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Assistance to Firefighters Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>.

Table of Contents	
Updates in Grant Application Forms:	1
A. Program Description	6
1. Issued By	6
2. Assistance Listings Number	6
3. Assistance Listings Title	6
4. Funding Opportunity Title	6
5. Funding Opportunity Number	6
6. Authorizing Authority for Program	6
7. Appropriation Authority for Program	6
8. Announcement Type	6
9. Program Category	6
10. Program Overview, Objectives, and Priorities	6
11. Performance Measures	8
B. Federal Award Information	8
1. Available Funding for the NOFO: \$291,600,000	8
2. Projected Number of Awards: 2,000	8
3. Period of Performance: 24 months	9
4. Projected Period of Performance Start Date(s): N/A	9
5. Projected Period of Performance End Date(s): N/A	9
6. Projected Budget Period	9
7. Funding Instrument Type: Grant	9
C. Eligibility Information	9
1. Eligible Applicants	9
2. Applicant Eligibility Criteria	10
3. Subawards and Beneficiaries	11
4. Other Eligibility Criteria/Restrictions	11
a. National Fire Incident Reporting System (NFIRS)	11
b. National Incident Management System (NIMS)	11
5. Maintenance of Effort (MOE)	11
6. Cost Share or Match	12
a. Types of Cost Share	12
b. Economic Hardship Waivers	13
D. Application and Submission Information	13
1. Key Dates and Times	13
a. Application Start Date: 11/12/2024 at 9 AM ET	13
b. Application Submission Deadline: 12/20/2024 at 5 PM ET	13
c. Anticipated Funding Selection Date: No later than April 30, 2025	13
d. Anticipated Award Date:	14
e. Other Key Dates	14
2. Agreeing to Terms and Conditions of the Award	14
3. Address to Request Application Package	14
4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)	14
5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application	15

6.	Electronic Delivery	16
7.	How to Register to Apply	16
	a. General Instructions:	16
	b. Obtain an UEI Number: 3	16
	c. Obtain Employer Identification Number.....	16
	d. Create a login.gov account:	16
	e. Register with SAM:.....	17
	f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:	18
8.	Submitting the Application.....	18
9.	Timely Receipt Requirements and Proof of Timely Submission	18
10.	Content and Form of Application Submission.....	19
	a. Standard Required Application Forms and Information	19
	b. Program-Specific Required Forms and Information	19
11.	Other Submission Requirements.....	19
12.	Funding Restrictions and Allowable Costs.....	20
	a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services	20
	b. Pre-Award Costs.....	21
	c. Management and Administration (M&A) Costs	22
	d. Indirect Facilities & Administrative (F&A) Costs	22
	e. Evaluation Costs.....	23
	f. Other Direct Costs	23
E.	Application Review Information.....	25
	1. Application Evaluation Criteria	25
	a. Programmatic Criteria	25
	b. Financial Integrity Criteria	25
	c. Supplemental Financial Integrity Criteria and Review	26
	2. Review and Selection Process	26
	a. Pre-Scoring Process.....	26
	b. Peer Review Panel Process.....	27
	c. Technical Evaluation Process (TEP)	28
F.	Federal Award Administration Information.....	29
	1. Notice of Award.....	29
	2. Difference between Application Request and Award.....	29
	3. Turndown Notifications	29
	4. Administrative and National Policy Requirements.....	29
	a. DHS Standard Terms and Conditions	30
	b. Ensuring the Protection of Civil Rights	30
	c. Environmental Planning and Historic Preservation (EHP) Compliance	30
	d. Mandatory Disclosures.....	33
	5. Reporting.....	33
	a. Financial Reporting Requirements.....	33
	b. Programmatic Performance Reporting Requirements.....	33
	c. Closeout Reporting Requirements.....	34
	d. Additional Reporting Requirements.....	35

6.	Monitoring and Oversight.....	36
G.	DHS Awarding Agency Contact Information	38
1.	Contact and Resource Information	38
a.	AFG Program Office Contact.....	38
b.	FEMA Grants News	38
c.	Grant Programs Directorate (GPD) Award Administration Division	38
d.	FEMA Regional Offices.....	38
e.	Civil Rights.....	38
f.	Environmental Planning and Historic Preservation	39
2.	Systems Information	39
a.	FEMA GO	39
H.	Additional Information.....	39
1.	Termination Provisions.....	39
a.	Noncompliance.....	39
b.	With the Consent of the Recipient	39
c.	Notification by the Recipient	39
2.	Program Evaluation	40
3.	Period of Performance Extensions.....	40
4.	Disability Integration	41
5.	Conflicts of Interest in the Administration of Federal Awards or Subawards.....	42
6.	Procurement Integrity	43
a.	Important Changes to Procurement Standards in 2 C.F.R. Part 200	43
b.	Competition and Conflicts of Interest	44
c.	Supply Schedules and Purchasing Programs.....	46
d.	Procurement Documentation.....	47
7.	Financial Assistance Programs for Infrastructure	47
a.	Build America, Buy America Act	47
b.	Waivers.....	48
c.	Definitions	49
8.	Record Retention	49
a.	Record Retention Period	49
b.	Types of Records to Retain	50
9.	Actions to Address Noncompliance.....	50
10.	Audits.....	51
11.	Payment Information	53
12.	Whole Community Preparedness.....	53
13.	Report issues of fraud, waste, abuse	53
14.	Hazard-Resistant Building Codes	53
15.	Appendix A – FY 2024 AFG Program Updates.....	53
16.	Appendix B – Programmatic Information and Priorities	54
a.	Ineligible Applications and/or Organizations.....	55
b.	Supporting Definitions for this NOFO	56
c.	Community Classifications	57
d.	Application Tips	57
e.	Restrictions on Uses of Award Funds.....	58
f.	Funding Priorities	59

g. Regional Applications	77
h. Vehicle Acquisition	79
17. Appendix C – Award Administration Information	85
a. Help FEMA Prevent Fraud, Waste, and Abuse	86
b. Economic Hardship Waivers of Cost Share and Maintenance of Effort.....	86
c. Grant Writer/Preparation Fees.....	86
d. Maintenance and Sustainment for AFG Programs.....	87
e. Taxes, Fees, Levies, and Assessments	88
f. Excess Funds	88
g. Payments and Amendments	89
h. Disposition of Grant Funded Equipment.....	91

A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title

Fiscal Year 2024 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number

DHS-24-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance (2024 DHS Appropriations Act)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2024 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore the public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.7 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 800 fire apparatuses,

150,000 personal protective equipment items, and 126,000 other fire equipment to more than 7,000 unique recipients. During the same period, the AFG Program provided funding to 915 recipients to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](https://www.fema.gov/assistance-to-firefighters-grants-program).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

b. Goals, Objectives, and Priorities

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities: Information on program priorities and objectives for the FY 2024 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and

Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see [Appendix B](#) for additional information on the criteria used to evaluate the program priorities.

B. Federal Award Information

1. Available Funding for the NOFO:	\$291,600,000 ¹
2. Projected Number of Awards:	2,000

¹ Note that this figure differs from the total amount appropriated under the Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management, Agency, Federal Assistance (2024 DHS Appropriations Act). In this FY 2024 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—\$324,000,000—by Pub. L. No. 118-47 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$32,400,000 will be allocated to FP&S for FY 2024.

3. Period of Performance: 24 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

4. Projected Period of Performance Start Date(s): N/A²

5. Projected Period of Performance End Date(s): N/A

6. Projected Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
 - Clinics;

² FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

³ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

- Medical centers;
 - Medical colleges or universities;
 - Infirmaries;
 - Surgery centers; and
 - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.
- **State Fire Training Academies:** A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.³ Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
 - **Non-federal airport and/or port authority fire or EMS organizations** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2024 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B– Programmatic Information and Priorities](#).

3. Subawards and Beneficiaries

a. *Subaward allowability*

Subawards are not allowed under the AFG Program.

b. *Beneficiaries or Participants*

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2024 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

5. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the

average of what the applicant spent on such costs for those activities in fiscal years 2022 and 2023. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

6. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded; or
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in [Appendix B.g- Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at [Assistance to Firefighters Grants](#).

a. Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

b. *Economic Hardship Waivers*

The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

a. *Application Start Date:* 11/12/2024 at 9 AM ET

b. *Application Submission Deadline:* 12/20/2024 at 5 PM ET

All applications **must** be received by the established deadline.

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in [Section D](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 AM – 4:30 PM ET.

c. *Anticipated Funding Selection Date:* No later than April 30, 2025

d. Anticipated Award Date:

Beginning on approximately April 30, 2025 and continuing thereafter until all FY 2024 AFG Program grant awards are issued (but no later than September 30, 2025).

e. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Hard copies of the NOFO can be downloaded at [Grants.gov](https://www.grants.gov/) or obtained via email from the Awarding Office points of contact listed in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov/))

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

- Be registered in Sam.Gov before application submission.
- Provide a valid UEI in its application.
- Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number: 3

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to <https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE" SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or

concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.10](#) of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under [Section D](#) of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**

b. *Program-Specific Required Forms and Information*

Program-specific forms or information are required to be submitted in [FEMA GO](#). For program-specific required and optional forms and information, please see the [Appendices](#) to this NOFO.

11. Other Submission Requirements

FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

12. Funding Restrictions and Allowable Costs

All costs charged to federal awards (including both federal funding and any non-federal matching or cost sharing funds) must comply with applicable statutes, rules and regulations, and policies, this NOFO, and the terms and conditions of the federal award. They must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h). The following identifies a list of activities for which a recipient may not use federal funds and any cost sharing or matching funds under federal awards:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306)
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435) See subsections below for information on any other funding restrictions.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the [John S. McCain National Defense Authorization Act](#) for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services. Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

b. Pre-Award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C](#) for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and [Section H-Additional Information](#) of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A costs are allowed by Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at \$1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not

required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

e. Evaluation Costs

Evaluation costs are allowable. See [Section H.2 “Program Evaluation”](#) for more details.

f. Other Direct Costs

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B- Funding Priorities](#), are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2024, or \$2,916,000.00. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2024:

Population of the jurisdiction served by the recipient	Maximum award in FY 2024	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$2.91 million	None available
1,000,001 – 2,500,000 people	No more than \$2.91 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$2.91million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
 - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
 - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
 - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
 - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
 - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
 - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. *Pre-Scoring Process*

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with

program guidance and statutory funding limitations. The pre-score is half of the total application score.

b. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

I. NARRATIVE EVALUATION CRITERIA

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s). Each narrative section allows no more than 4,000 characters each, including spaces and punctuation.

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: [Assistance to Firefighters Grants Documents | FEMA.gov](#). The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

Financial Need (25%). This section allows 4,000 characters (including spaces and punctuation).

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Project Description and Budget (25%). This section allows 4,000 characters (including spaces and punctuation).

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit (25%). This section allows 4,000 characters (including spaces and punctuation).

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

Statement of Effect on Operations (25%). This section allows 4,000 characters (including spaces and punctuation).

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildfire and Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

c. *Technical Evaluation Process (TEP)*

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in [Appendix B](#) is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

F. Federal Award Administration Information

In addition to the language below, please see [Appendix C](#) of this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2024 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of

communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

Guidance on the EHP process is found at [Environmental Planning and Historic Preservation](#). The site contains links to various documents including those identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or

- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

The GPD EHP screening form is located at

https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;
- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

d. *Mandatory Disclosures*

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

I. PERFORMANCE PROGRESS REPORT (PPR)

The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- **No later than July 30 (for the period January 1 – June 30)**
- **No later than January 30 (for the period July 1 – December 31)**

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- The final request for payment, if applicable.
- The final FFR (SF-425).
- The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. If applicable, the recipient must include with the final progress report an inventory of all construction projects.
- Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance. If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used

beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in Contracting Performance Assessment Reporting System (CPARS) the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it

knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Appendix XII to 2 C.F.R. Part 200 sets forth a term and condition related to recipient integrity and performance matters that will apply to all federal awards under this funding opportunity. If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of a federal award under this funding opportunity, then a recipient must maintain the currency of information reported in the Contracting Performance Assessment Reporting System (CPARS) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

A recipient that expends \$750,000 or more during the recipient's fiscal year in federal awards (as defined by 2 C.F.R. § 200.1) must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501. The audit must be conducted in accordance with 2 C.F.R. Part 200, Subpart F and, as required by 2 C.F.R. § 200.514, in accordance with the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards, which can be found on the Yellow Book page of the GAO website.

6. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the

recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing semi-annual financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *AFG Program Office Contact*

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. *FEMA Grants News*

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9 AM – 5 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at [Assistance to Firefighter Grants Regional Contacts](#).

e. *Civil Rights*

The FEMA Office of Civil Rights (OCR) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on [Actions to Address Noncompliance](#) in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in

its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;

- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

Grant and cooperative agreement recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant or cooperative agreement.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities and intellectual disabilities to the extent practicable.
- Provide auxiliary aids and services, including American Sign Language interpreters, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, needs of individuals with intellectual disabilities, and information access.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on [Procurement Integrity](#) in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2

C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.12.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;

- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02,

Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf. To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#), and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf.

b. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. Definitions

For BABAA specific definitions, please refer to the FEMA Buy America website at: [“Programs and Definitions: Build America, Buy America Act | FEMA.gov.”](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient’s fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient’s fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, civil rights complaint investigations and compliance reviews, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on [Termination Provisions](#) in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or

program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.5.d.iii](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements.”

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

14. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated \$11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible.”

15. Appendix A – FY 2024 AFG Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the AFG Program. The FY 2024 AFG Program funding notice contains some changes to definitions,

descriptions, and priority categories. Changes include:

- Under Narrative Evaluation Criteria:
A character count for each narrative section and a link to the Narrative Development Toolkit and Self-Evaluation sheets was added.
- Under Application Tips:
Clarification that scores for applications with a mix of “High,” “Medium,” and “Low” priorities may be negatively impacted was added to this section. Applicants must consider priorities under each Activity listed in this NOFO when applying.
- Under Equipment Activity:
 - Clarification that FEMA will consider only “High” priority items for funding was added.
 - The following EMS equipment was added as High Priority:
 - Suction Unit (non-disposable)
 - CPAP Device
 - Power Stair Chair
 - Patient Carbon Monoxide Monitor
 - Capnography/capnometer Device
 - The following EMS equipment was added as Medium Priority:
 - O2 Kit
 - Non-disposable Splints
 - The following EMS equipment was added as Low Priority:
 - Stretcher
 - Backboard
 - Trauma Bag
 - Mass Casualty Kit
- Under Wellness and Fitness Activity:
A clarification that Priority 1 programs must be already in place or requested in the application before Priority 2 programs will be considered for funding. In addition, the following items were added as ineligible:
 - Saunas (including infrared)
 - Hyperbaric chambers
 - Ice baths
 - Purchase of medical equipment
- Under Grant Writer/Preparation Fees:
Clarification that the grant writer fee is subject to the cost share requirement was added.

16. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. *Ineligible Applications and/or Organizations*

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/instrumentality. This is permissible

even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. *Supporting Definitions for this NOFO*

Authority Having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of

350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. Community Classifications

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at [Urban and Rural](#).

FY 2024 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and

standards available online for free. Please visit [NFPA's Free Access page](#).

- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in [Appendix B "Funding Priorities"](#) section in this NOFO. These priorities are marked as "High," "Medium," or "Low" and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first. Applying for "Medium" or "Low" priority items in addition to "High" priority items/projects may negatively impact the overall score of the activity. In addition, FEMA will only consider "High" priority items for funding under Operations and Safety – Equipment activity.**

e. *Restrictions on Uses of Award Funds*

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an

existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.

- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
 - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
 - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
 - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
- Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under 'Hose (Attack/Supply)' dropdown, but under 'Appliance(s)/Nozzle(s)' option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

f. Funding Priorities

I. OPERATIONS AND SAFETY – TRAINING OVERVIEW

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification
M	Training that is self-directed/validated
L	Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder		H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking

to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses | <ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests |
|---|---|

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages
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Eligible Training Activities for Nonaffiliated EMS include but are not limited to:

• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.
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II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under “Additional Funding” in the “Request Details” section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section. Training must be specific to the use of the

equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Only High (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildfire)	Basic Hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H

Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT

Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
	Short	Mass Casualty Kit	Mass Casualty Kit
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

Priority	Purpose of Request	Definition
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- Shipping, taxes, assembly, and installation of the requested equipment - Extended warranties and service agreements if acquired concurrent with initial acquisition - Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall) - Equipment for response to incidents involving CBRNE/WMD - Training specific to the requested equipment	- Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP - Computing device may be considered for reimbursement if essential to the operation of the funded equipment.
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Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- Construction of facilities, such as buildings, towers, or sheds to house communications - All fixed non-mobile repeaters or fixed site amplifiers - Sirens or other outdoor warning devices - Signage of any kind - Phones (telephone/satellite/cell) and carrier plans - Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance - Personal Safety/Rescue Bailout System (PPE) - Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture - Nonaffiliated EMS expendable supplies (including but not limited to medications) - Vehicle mounted fans	- Utility Vehicles and All-Terrain Vehicles (UTV/ATV) - UAVs and Drones - Bomb disposal equipment and robots - Mobile radios for personally owned vehicles (except Chief Fire Officer’s personal vehicle if justified) - Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints - Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) - Subscriptions, memberships, equipment rental or lease to purchase - Refurbished equipment
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Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 [SAFECOM Guidance on Emergency Communications Grants](#).
- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2024 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per-and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High (**H**) Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildfire PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one

coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.

- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Request Details” section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and two cylinders)
Wildfire H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits

Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators
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Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

• Three-quarter length rubberboots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set
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IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet current NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals is available here: <https://firstrespondercenter.org>.

Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams;
- Job-related immunization;
- Annual medical and fitness evaluation;
- Behavioral health; and

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Cancer Screening Program to meet NFPA 1582.

Priority 2

Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
 - Aerobic Capacity,
 - Body Composition,
 - Muscular Strength,
 - Muscular Endurance and
 - Flexibility.

Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review
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Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers	• Ice baths • Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity
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V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via

a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	- New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below. - Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	Emergency generators, Air Quality Systems (AQSS) Note: AQSS are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
- Station maintenance - Resurfacing of bay floors - Interior remodeling not pertaining to the requested project(s) - Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

g. Regional Applications

A Regional application is an opportunity for a fire department or a nonaffiliated EMS

organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. Vehicle Acquisition

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildfire firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the

financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the “Vehicle Acquisition” section but must add the request in the “Additional Funding” area in the “Request Details” section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department’s need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities

H

- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: [Traffic Incident Management Systems](#)
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at [Assistance to Firefighters Grant Program](#). Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained

through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production Note: Food and beverages are ineligible travel expenses

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages
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Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

17. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Economic Hardship Waivers of Cost Share and Maintenance of Effort*

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

c. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. This expenditure is a subject to the cost-share requirement. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or

debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

d. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased. The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period

of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [the Federal Communications Commission website](#).*

f. Excess Funds

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local

needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

g. *Payments and Amendments*

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit [Treasury Current Value of Funds Rate](#).

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

h. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of

state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Resolution 2024-11 - A resolution of the City of Osage Beach, Missouri, authorizing the Police Department to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2026.

Requested Action:

Resolution #2024-11

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 - The City Council Authorization Form must be completed and submitted with the grant applications.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The Police Department is planning to apply for grants from the Missouri Department of Transportation Highway Safety Division. We will be applying for overtime enforcement funds to assist in HMV (Hazardous Moving Violations) and DWI (Driving While Intoxicated) enforcement activities. We have applied for and received these grants over the last two decades.

The attached City Council Authorization form must be signed by the Mayor and Board of Alderman/City Council giving the Police Department permission to participate in Missouri's Highway Safety Program.

City Attorney Comments:

Per City Code 110.230, Resolution 2024-11 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2024-11

RESOLUTION OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE POLICE DEPARTMENT TO PARTICIPATE IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY GRANT PROGRAM IN FY2026

WHEREAS, the City would like to apply for overtime enforcement funds to assist in HMV (Hazardous Moving Intoxicated) enforcement activities and DWI (Driving While Intoxicated) enforcement activities: and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the Police Department by giving permission to participate in Missouri's Highway Safety Program.

I hereby certify that the above Resolution 2024-09 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:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk



CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of Sulzer pumps and components from Municipal Equipment Company for a price not to exceed \$686,633.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2025 Budgeted Amount: \$1,600,000

FY2025 Expenditures to Date (12/09/24): (\$0)

FY2025 Available: \$1,600,000

FY2025 Requested Amount: \$686,633.00

Department Comments and Recommendation:

The City is purchasing these Sulzer pumps and Sulzer OEM replacement components from Municipal Equipment Company. The 192 pumps are a sole source item only available through MEC. The remaining components are OEM replacements directly from Sulzer that are pump specific, and we do not have an approved alternate. Sulzer will be implementing a 5% price increase on January 1st, and we would like to place the order before this increase occurs. This purchase will come out of 35-00-743300 Repair of Systems, cost the City \$686,633.00, and I do recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: December 6, 2024

RE: 2025 Stock Grinder Pumps

Dear Nathan,

Following are prices for the requested equipment.

Grinder Pumps:

QTY	Model Number	Description	Price Each	Total Price
64	S20/2W	2 horsepower, 230 volt, 1 phase	\$1,957.75	\$125,296.00
16	S26/2W	3.5 horsepower, 230 volt, 1 phase	\$2,512.15	\$ 40,194.40
48	S26/2W HH	3.5 horsepower, 230 volt, 1 phase	\$2,512.15	\$120,583.20
64	PE45/2W	6 horsepower, 230 volt, 1 phase	\$5,939.10	\$380,102.40

Total Price....\$666,176.00

Parts:

QTY	Part Number	Description	Price Each	Total Price
50	43070179	1 1/4" profile gaskets	\$16.75	\$837.50
50	44270051	Check balls	\$26.15	\$1,307.50
100	3271621	4 prong start relays	\$94.75	\$9,475.00
100	V37-00471	3 prong start relays	\$88.37	\$8,837.00

Total Price...\$20,457.00

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

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown include associated freight costs unless stated otherwise
- The prices are firm for 25 days from the date of the proposal
- Delivery is _____ weeks from order
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

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

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of 59 High Tide SCADA units from Municipal Equipment Company for a price not to exceed \$277,731.95.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-773222 SCADA Improvements

FY2025 Budgeted Amount:	\$41,280.00
FY2025 Expenditures to Date (12/09/24):	(\$0)
FY2025 Available:	\$41,280.00

FY2025 Requested Amount:	\$37,658.56
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Budget Line Item/Title: 35-00-773222 SCADA Improvements

FY2025 Budgeted Amount:	\$260,500
FY2025 Expenditures to Date (12/09/24):	(\$0)
FY2025 Available:	\$260,500

FY2025 Requested Amount:	\$240,073.39
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Department Comments and Recommendation:

The City is purchasing these High Tide units through Municipal Equipment Company, the City's sole provider for High Tide units. This order will replace our existing radio telemetry in the sewer and water SCADA reporting sites. In addition to a full upgrade of the system, this will also expand our capabilities by adding SCADA to the majority of the three-phase sewer stations. Of the 59 units, 8 are for the water department and 51 are for the sewer department. High Tide is offering a 12.5% discount if ordered by the end of the year. These units will come out of 30/35-00-773200 SCADA improvements, will cost the city \$277,731.95, and I do recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Zak Wilber
City of Osage Beach, MO

DATE: December 6, 2024

RE: Osage Beach, MO
High Tide Cellular SCADA

Dear Zak,

Following are prices for the requested equipment:

HTT Gen 2

Fifty nine (59) High Tide Model HTTG2-C-E10-AC SCADA systems

- 8 digital inputs
- 4 analog inputs (can be used as digital)
- Text, email or voice call alarm notifications
- Battery backup
- 1 year communication services (beginning the 2nd year, communications is estimated to be \$483 per year)

Monitoring / alarm points: Pump 1 & 2 starts and run times, Pump 1 & 2 fails, high level alarm (from existing float)

Price.....\$4,465.51 each x 59 units = \$263,465.09 total price

If units are purchased before the end of the year we offer a 12.5% discount (-\$32,933.14)

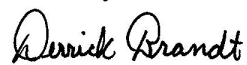
Total discounted price.....\$230,531.95

One (1) Installation, initialization and start up of the above fifty nine units - assuming standard install and no additional hardware or components required

Price.....\$47,200.00

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

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 24 days from the date of the proposal
- Delivery is 4 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

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

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to authorize the Mayor to sign a Promulgation Statement with the Camden County Emergency Management Agency, agreeing to adopt and utilize the Camden County Local Emergency Operations Plan.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - The updated version of the Camden County Local Emergency Operations Plan goes into effect January 1, 2025.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

We are currently already doing this. The benefit of promulgating with Camden County and the Camden County Emergency Management Agency and utilizing the Local Emergency Operation Plan (LEOP) is that all the municipalities within Camden County are operating from the same plan. If there is a major disaster, we will all be operating under the same guidelines. The LEOP is developed by a committee of individuals from various disciplines, that is made up of representatives from all the communities involved.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

PROMULGATION STATEMENT

Officials of the City of Osage Beach, in conjunction with the County of Camden, Missouri and the Camden County Emergency Management Agency, have agreed to adopt and utilize the county's Local Emergency Operations Plan, which will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of countywide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of the City of Osage Beach. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

The LEOP, when used properly and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. This plan and its provisions will become official when it has been signed and dated below by the concurring government officials.

Signature: _____
Chairman/Mayor _____
City of Osage Beach

_____ Date

- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*City Engineer A. Bowman*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Incentive Guideline Revisions (*City Attorney*)
 - 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.
 - Comparison between Cochran Engineering vs City of Osage Beach (Permit Fees, Invoice, Inspections etc.) (*City Engineer A. Bowman*)
 - 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.