

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING
March 1, 2018 – 6:00 P.M.
CITY HALL

***** **Note:** Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' 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. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

A. Citizen Input on Single Trash Service Provider.

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- Minutes of Board Meeting of February 15, 2018 (Page 1)
- Bills List (Page 7)

UNFINISHED BUSINESS.

- A. **Bill 18-07.** Authorizing Contract ADOB18-005 with Bartlett and West, Inc. for the Mace Road Phase 2 Improvements.
Second Reading. (Page 20)
- B. **Bill 18-08.** Authorizing a Contract with Evoqua Water Technologies, LLC.
Second Reading. (Page 41)
- C. **Bill 18-10.** Authorizing the Mayor to Execute on Behalf of the City, the Osage Beach Commons Community Improvement District Cooperative Agreement.
Second Reading. (Page 54)

NEW BUSINESS

- A. **Bill 18-11.** An Ordinance Amending Section 325.060 Relating to Traveling Through Roundabouts and Designating Roundabouts by Adding a New Designation to Subsection F.
First Reading. (Page 92)
- B. **Bill 18-12.** Amending the Osage Beach Design Guidelines Section 5, Table I and Drawings No. V-2, V-4, and V-9 Street and Roadway Design Criterion.
First Reading. (Page 96)
- C. **Bill 18-13.** Approving a Budget Adjustment for Professional Services Associated with the Installation of the New Firewalls.
First and Second Readings. (Page 119)
- D. **Discussion.** City Trash Options. (Page 122)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the following:

Cynthia Lambert, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230

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 hours in advance of the meeting at the above telephone number.

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

February 15, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, February 15, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Jeff Bethurem, Alderman Phyllis Marose, and Alderman Tom Walker. Absent: Alderman Greg Massey. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Olivarri stated that the City's Building Department employee, Dan Stoller, had passed away unexpectedly this week and that he would truly be missed. Our thoughts and prayers are with his family.

Citizens Communications.

Ike Skelton addressed the Board regarding the City's pursuit of a single company being contracted to do trash hauling throughout the City. Mr. Skelton expressed his opposition to this idea and hoped the Board would look more deeply into this topic.

Mayor Olivarri thanked Mr. Skelton for coming to the meeting and sharing his concerns.

George Peter stated that he is concerned with the size of trash trucks and the damage they are doing to our roadways. Mr. Peter also raised concerns regarding additional traffic and the need for sidewalks along Nichols Road with the proximity of the school. In addition, Mr. Peter stated that his business is on Industrial Drive and that next door to his business is where the WCA stores their bins which are normally full of trash and the stench can be overwhelming.

Mayor Olivarri thanked Mr. Peter for sharing his concerns and indicated a representative from the staff would follow up with him.

Don Neuharth spoke against a single service provider for trash service noting that liberty comes first.

Mayor Olivarri thanked Mr. Neuharth for coming to the meeting and sharing his concerns.

Consent Agenda.

Alderman Bethurem moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of February 1, 2018, the Bills List as submitted, and Liquor

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License for L.O.T.O. Live, LLC. Police Chief Todd Davis stated that the liquor license was in order and ready for approval by the Board. The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed on a voice vote.

Unfinished Business.

None.

New Business.

BILL 18-07 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract AEOB18-005 with Bartlett & West, Inc. for the Mace Road Phase 2 Improvements.

Public Works Director Nick Edelman stated that they were in the process of getting Mace Road Phase 1 out for bid and would like to start the engineering for Phase 2 noting the project would have curb and gutter, sidewalks, and enclosed storm drainage. Director Edelman stated that Bartlett & West was selected as the best qualified to complete the work. The negotiated contract amount is \$213,000, which staff believes is a reasonable price to complete this job.

In response to Alderman Rucker's inquiry regarding the expected completion date of this project, Public Work Director Edelman stated this portion should be completed by the end of 2018.

Mayor Olivarri presented the first reading of Bill No. 18-07 to become Ordinance 18.07 by title only. It was noted that Bill No. 18-07 to become Ordinance 18.07 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-07 to become Ordinance 18.07 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed by a voice vote.

BILL 18-08 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Evoqua Water Technologies, LLC to provide Odor Control Chemicals.

Public Works Director Nick Edelman stated that this contract provides for the purchase of odor control chemicals that are fed at Tan-Tar-A, KK 1-14, Dude Ranch Road, Passover Road, and Sands pump stations. Public Works Director Edelman stated that there were certain fixed annual costs for this contract but there was not a total annual amount due to the variability of chemical feed rates and feed sites.

Alderman Ross inquired if the City had a long history with this company. Public Works Director Edelman gave a brief synopsis of the City's history with this company.

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Mayor Olivarri presented the first reading of Bill No. 18-08 to become Ordinance 18.08 by title only. It was noted that Bill No. 18-08 to become Ordinance 18.08 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 18-08 to become Ordinance 18.08 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

BILL 18-09 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a State Block Grant Agreement for the Lee C. Fine Taxiway Phase 2 Project 17-046B-1.

Airport Manager Ty Dinsdale stated that the Grant Agreement provides the City reimbursements for the engineering services for Phase 2 of the Lee C. Fine Taxiway Project. Airport Manager Dinsdale also stated that the Grant Agreement was for a total of \$171,067.95 with MoDOT Aviation's portion being \$156,661.00 and the City's not-to-exceed amount being \$17,106.80 for engineering services.

Mayor Olivarri presented the first reading of Bill No. 18-09 to become Ordinance 18.09 by title only. It was noted that Bill No. 18-09 to become Ordinance 18.09 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-09 to become Ordinance 18.09 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

Mayor Olivarri presented the second and final reading of Bill No. 18-09 to become Ordinance 18.09 as presented. It was noted that Bill No. 18-09 had been available for public review.

Alderman Walker moved to approve the second and final reading of Bill No. 18-09 to become Ordinance 18.09 as presented. Alderman Bethurem seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-09 and to pass same into ordinance: "Ayes": Alderman Walker, Alderman Marose, Alderman Bethurem, Alderman Rucker, and Alderman Ross. "Nays": None. Absent: Alderman Massey. Bill No. 18-09 was passed and approved as Ordinance No. 18.09.

BILL 18-10 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute on behalf of the City, the Osage Beach Commons Community Improvement District Cooperative Agreement.

City Attorney Ed Rucker stated that the Osage Beach Community Improvement District Board had met and approved the Cooperative Agreement, as has the developer, and this is the last step to set up the CID. City Attorney Rucker gave an overview of the Osage Beach

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Commons CID and TIF and recognized Sam Adler with TSG who was in the audience if anyone had any additional questions for him.

Mayor Olivarri presented the first reading of Bill No. 18-10 to become Ordinance 18.10 by title only. It was noted that Bill No. 18-10 to become Ordinance 18.10 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-10 to become Ordinance 18.10 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

Motion to Approve the Purchase of Computers and Equipment for Four Police Department Vehicles from Turn Key Mobile, Inc. in the amount of \$16,561.00.

Police Chief Todd Davis stated that this purchase would update the computer equipment in four Police Department vehicles with new laptops including a three-year warranty, docking stations, mounting equipment, power supplies, Cradlepoint modems with management software, and antenna's.

In response to Alderman Rucker's inquiry, Chief Davis stated that in 2019 all Police Department vehicles should be equipped with the new laptops.

A motion was made by Alderman Marose to approve the purchase of computers and equipment for four (4) Police Department vehicles from Turn Key Mobile, Inc. in the amount of \$16,561.00. The motion was seconded by Alderman Rucker. On a voice vote, the motion passed unanimously.

Resolution 2018-02. A Resolution of the Board of Aldermen of the City of Osage Beach, Missouri, Authorizing the Disposal of Records According to the Missouri Records Retention Schedule.

City Clerk Cynthia Lambert stated that staff had consulted with the Missouri Municipal Records Retention Schedule and determined the records listed on the attached Exhibit A were no longer significant to the City's operation, and upon Board approval, these records would be destroyed via document shredding.

Alderman Bethurem moved to approve Resolution 2018-02 as presented. Alderman Ross seconded the motion, which was voted on and unanimously passed.

Discussion. **Trash Service Options.**

Mayor Olivarri stated the topic of Trash Service Options was brought forward from the Board Meetings of January 18th and February 1st since not all Board members were present at those times. Mayor Olivarri stated that although one Alderman was not

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present at tonight's meeting he would like for the other Aldermen to begin the discussions, which can be continued at the March 1st meeting.

Alderman Marose stated that she was against the city pursuing a single-service trash provider for various reasons. Alderman Marose also noted that other vehicles besides trash trucks can cause damage to our roadways, however, that has not been a major problem in the past.

Alderman Ross stated he felt there were many issues the City needed to determine before pursuing a single-service trash provider. Alderman Ross also stated that public input was critical in determining if the City should or should not move forward with this issue.

Alderman Rucker stated that there are a number of issues that would need to be addressed, some of which he addressed through a list of questions he had sent out to the Board. Alderman Rucker stated that only if there was significant, public interest in this issue should the City pursue it further.

Alderman Bethurem requested clarification of the City's ordinance regarding trash storage, which City Planner Cary Patterson provided.

Alderman Walker stated that he was not in favor of the City taking over trash service.

As a point of clarification, Alderman Rucker stated that Alderman Bethurem had brought up the issue of a single-service provider for trash, but that he had suggested that the City look at all options which included the City taking over trash service.

Alderman Bethurem highlighted that the City was only considering a single-service trash provider for residential properties. Alderman Bethurem stated that there are benefits to having only one trash vehicle per week on roads instead of three or more.

Mayor Olivarri thanked the Board for their input and asked the press to issue an invitation from the Mayor inviting the Osage Beach community the March 1st meeting to express their comments, concerns or suggestions. during the Citizens Communications portion of the meeting. Mayor Olivarri thanked the citizens in attendance today that shared their thoughts on this topic. Mayor Olivarri also stated that Alderman Rucker's document would be included in the agenda item for this issue and available for citizens at the next meeting.

Communications from Members of the Board of Aldermen.

Alderman Bethurem thanked Public Works Director Edelman on his work in getting the Dude Ranch bid out.

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Alderman Rucker stated that the Board had received information on the rescheduled Legislative Reception to be held March 22nd, which is the date of the next Board Meeting.

General discussion followed. A motion was made by Alderman Marose to keep the date of the March 22nd Board Meeting, but to change the start time to 5:00 p.m. The motion was seconded by Alderman Ross. All voted in favor.

Alderman Ross thanked Public Works Director Edelman and his staff for the great job done on the roads last weekend.

Alderman Marose also thanked Public Works Director Edelman and his staff for the great conditions of the roads considering the ice we had gotten in the area last weekend. Alderman Marose asked for a moment of silence for the victims of the recent tragedy in Florida.

Staff Communications.

City Attorney Ed Rucker stated that the loss of Dan Stoller will be felt by many and that he would personally miss not only the work he did for this City but his positive personality.

Police Chief Todd Davis reminded everyone of the Cops on Top from 6 a.m. to 6 p.m. on Friday, February 16th at the Hy-Vee gas station where they will be raising money for the Special Olympics. Chief Davis also reminded everyone of the various activities next weekend with the Polar Bear Plunge and invited everyone to attend.

Assistant City Administrator Mike Welty stated that the IT domain transfer project was approximately 65% complete.

Airport Manager Ty Dinsdale stated that Precision Auto had not completed the repairs to the fuel truck yet, but they hope to have it completed and in service again soon.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 7:17 p.m.

I, Cynthia Lambert, 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, held on February 15, 2018.

Cynthia Lambert, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
March 1, 2018**

Bills Paid Prior to Board Meeting	138,523.96
Payroll Paid Prior to Board Meeting	123,770.42
SRF Transfer Prior to Board Meeting	241,508.44
TIF Transfer Dierbergs	4,512.80
TIF Transfer Prewitt's Pt	147,903.54
Bills Pending Board Approval	209,143.29
Total Expenses	865,362.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE FAMILY SUPPORT PAYMENT CENTER	JAN CVC COLLECTIONS	748.65
			Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	Cse #16CMDR00112	173.08
			State Withholding	3,367.00
			JAN PEACE OFFICER TRAINING	55.00
		MO TREASURER BUDGET DIRECTOR	Fed WH	8,683.52
			FICA	6,572.03
			Medicare	1,537.04
		INTERNAL REVENUE SERVICE	Loan Repayment	486.42
			Loan Repayment	170.36
			Loan Repayment	182.93
		ICMA	Retirement 457 &	886.17
			Retirement 457	995.00
			Loan Repayments	211.72
			Loan Repayments	491.03
			Loan Repayments	310.80
			Loan Repayments	304.28
			Loan Repayments	70.11
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirement Roth IRA %	159.66
		CAMDEN COUNTY ASSOC COURT	Retirement Roth IRA	290.00
			OTHER AGENCY CASH BOND	550.00
			JAN CADV COLLECTIONS	210.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	HSA Contribution	75.00
			HSA Family/Dep. Contributi	1,563.00
			JAN COLLECTIONS	321.00
		SHERIFFS RETIREMENT SYSTEM	171026	278.75
			171025	278.75
			171024	278.75
		ONE TIME VENDOR LABRUE, KYLE	171023	278.75
			171022	278.75
			171021	278.75
			TOTAL:	31,000.38
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	154.48
			Medicare	36.15
			Retirement 401	149.50
		ICMA	MML LEGISLATIVE CONF-G.MAS	135.00
			TOTAL:	475.13
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	421.74
			Medicare	98.64
			WRK MTG-WOODS, LEIGH, WELTY	76.10
		BANKCARD SERV 7564	BOOKS	46.27
			Retirement 401	418.55
			HSA Contribution	37.50
		ICMA	HSA Family/Dep. Contributi	150.00
			TOTAL:	1,248.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	269.77
			Medicare	63.10
			Retirement 401	217.89
			HSA Family/Dep. Contributi	75.00
			IIMC CONF - C. LAMBERT	550.00
			MML WEBINAR - C. LAMBERT	10.00
			MOCCFOA CONF - C. LAMBERT	330.00
			TOTAL:	1,515.76
City Treasurer	General Fund	BANKCARD SERV 0857 INTERNAL REVENUE SERVICE	AIRFARE INCODE TRNG-A.WHIT	569.64
			FICA	553.42
			Medicare	129.43
			Retirement 401	545.42
			TRAVEL REIMB - A. WHITE	203.97
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	2,189.38
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	78.13
			Medicare	18.27
			Retirement 401	80.37
			HSA Family/Dep. Contributi	75.00
			TOTAL:	251.77
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	323.28
			Medicare	75.61
			Retirement 401	316.13
			HSA Family/Dep. Contributi	75.00
			TOTAL:	790.02
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	385.53
			Medicare	90.16
			Retirement 401	383.77
			COMBO CABLE, FLAG TAPE, AD	32.23
			GLOVES	47.38
			PDF CODE DOWNLOADS	95.00
			LADDER	248.46
			DIGITAL TEST SET METER	106.66
			LASER DISTANCE METER	259.47
			LASER DISTANCE METER	259.47
			HOUSEHOLD TOO SET	99.00
			BLDG DEPT FUEL	141.95
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,855.14
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	26.97
			Medicare	6.31
			DOORSTOP, SIGNS, FELT PADS	44.26
			OIL, VINEGAR, CASCADE, TOA	47.96
			TOTAL:	125.50
Parks	General Fund	BANKCARD SERV 0857 INTERNAL REVENUE SERVICE	REPLACE MODEM PARK ENT SIG	809.00
			FICA	292.36
			Medicare	68.37
			Retirement 401	256.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOWE'S	TOTE, STEPSTOOL, FEBREZE	49.29
			DOOR SEAL, PROPANE EXCHANG	51.28
			TOTE, PORTABLE HEATER	194.99
			SUPPLIES RESTROOM REMODEL	68.78
			BOLTS	4.80
			PAINT SUPPLIES, PROPANE EX	67.30
			SILICONE	5.69
			PAINT RESPORATOR	8.67
			SCREWS	9.27
			LIQUID NAILS, SPEED SQUARE	14.27
			C CLAMP	9.68
			SANDPAPER	15.64
			FLOOR BASE, ADHESIVE	72.33
			FAUCET SUPPLY LINE	29.80
			SCREWS	0.94
			PLUMBING SUPPLIES	19.40
			BOLTS	7.14
			BOLTS, JOHNI-RING	14.02
			TAPE	7.59
			LIME-A-WAY, GLADE	23.46
			NUTS & BOLTS, MENDING PLAT	14.48
			SCREWS & SASH	16.42
		BANKCARD SERV 7663	BIT SET	18.79
			P4 DUMP TRUCK WINDSHIELD T	127.69
		WCA WASTE CORPORATION	SERV 1/1-1/31/18	233.99
		WEX INC	PARK DEPT FUEL	195.08
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,857.28
Human Resources	General Fund	BANKCARD SERV 3333	EMPLOYEE DINNER GIFTS	14.16
			EMPLOYEE DINNER GIFTS	80.21
			EMPLOYEE DINNER GIFTS	64.97
		INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		BANKCARD SERV 7564	DECORATIONS-EMPLOYEE DINNE	74.02
			DECORATIONS- REFUND	74.02
			EMPLOYEE DINNER GIFTS	1.46
			EMPLOYEE DINNER GIFTS	16.23
			2018 GIFT CARDS	1,071.55
			COMM DEPT APPRECIATION AWA	61.86
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARK SERV 3539	IPMA MEMBERSHIP-C. LEIGH	109.00
			2ND QRTR MO PRIMA MTG-C.LE	20.00
			TOTAL:	1,820.50
Overhead	General Fund	AT & T/CITY HALL	SERV 2/5-3/4/18	1,898.84
		MO DEPT OF LABOR & IND RELATIONS	2017 1ST,2ND,3RD QTR UNEMP	3,909.40
			2017 4TH QTR UNEMPLOYMENT	959.00
		WEX INC	CITY HALL GPS	350.00
			TOTAL:	7,117.24
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,813.70
			Medicare	658.05
		ICMA	Retirement 401	2,810.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOWE'S	SHINGLES FOR DOG BUILDING	47.50
			PAINT & CAULK FOR DOG BUIL	33.15
		BANKCARD SERV 0833	FBINAA NATIONAL DUES	105.00
			MEMBERSHIP T. DAVIS	170.00
			WHEN TO WORK SUBSCRIPTION	315.00
			MO CRISIS INT CONF-M.O'DAY	50.00
			LODGING - K. LOWE	558.65
			KWIK KAR WASH CLUB-T.DAVIS	26.00
			FINANCE CHRG & LATE FEE	29.10
		WEX INC	POLICE DEPT FUEL	4,124.54
			POLICE DEPT CAR WASHES	135.08
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	1,350.82
		CUNNINGHAM, ASHLEY	MEAL REIMB-A. CUNNINGHAM	65.00
			LODGING MIBRS TRNG-CUNNING	115.28
			TOTAL:	13,519.82
911 Center	General Fund	AT & T/CITY HALL	SERV 1/23-2/22/18	971.73
		INTERNAL REVENUE SERVICE	FICA	731.72
			Medicare	171.13
		ICMA	Retirement 401	682.36
		BANKCARD SERV 0833	RECEIVED STAMP	21.07
			911 ASSOC DUES	137.00
			MO PUBLIC SAFETY CONF-K.AS	249.00
			NOTARY STAMPS	111.09
			APCO GROUP MEMBERSHIP	331.00
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	299.18
			TOTAL:	3,780.28
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	270.63
			Medicare	63.29
		ICMA	Retirement 401	266.36
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	712.78
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	107.72
			Medicare	25.19
		BANKCARD SERV 7564	CABLES	204.94
		ICMA	Retirement 401	106.83
		AT&T INTERNET/IP SERVICES	SERV 2/5-3/4/18	130.65
		AT&T MOBILITY-CELLS	SERV 12/13-1/12/18	978.00
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,628.33
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	440.14
		INTERNAL REVENUE SERVICE	Fed WH	1,060.12
			FICA	881.77
			Medicare	206.22
		ICMA	Retirement 457 &	422.58
			Retirement 457	213.21
			Loan Repayments	33.64
			Retirement Roth IRA	57.55
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	301.56
			TOTAL:	3,650.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	HAYES, DAVE	MILEAGE REIMB 2/7-2/13/18	4.36
			FICA	881.77
		INTERNAL REVENUE SERVICE	Medicare	206.23
			Retirement 401	883.81
		ICMA	EASEMENTS & WD-MACE RD IMP	429.00
		CAMDEN COUNTY RECORDER OF DEEDS	UTILITY BLADES & SNIPS	26.10
		LOWE'S	MILEAGE REIMB 1/31-2/6/18	10.90
		LEIGH, AUDREY	MILEAGE REIMB 2/7-2/13/18	10.90
		MO DEPT OF LABOR & IND RELATIONS	2017 1ST,2ND,3RD QTR UNEMP	2,293.42
			MILEAGE REIMB 2/7-2/13/18	39.89
		PHILLIPS, MITCHELL	ENG -TRANS FUEL	50.56
		WEX INC	TRANS DEPT FUEL	3,610.89
		AMEREN MISSOURI	TRANS GPS	316.75
			KK DR LTG 1/3-2/1/18	118.31
			MAINT SALT BLDG 1/9-2/7/18	15.66
			STREET LTS 1/1-2/1/18	3,992.20
			CUST OWNED ST LTS 1/1-2/1/	1,471.24
		HSA BANK	HSA Contribution	87.75
		LONG, ROB	HSA Family/Dep. Contributi	324.75
			MILEAGE REIMB 1/31-2/6/18	13.40
		BRUEWER, ROB	MILEAGE REIMB 2/7-2/13/18	13.41
			MILEAGE REIMB 1/31-2/6/18	17.44
		PATTERSON, JOHN	MILEAGE REIMB 1/31-2/6/18	25.07
			MILEAGE REIMB 2/7-2/13/18	50.14
		WILLIAMS, TYSON	MILEAGE REIMB 1/31-2/6/18	28.34
			MILEAGE REIMB 2/7-2/13/18	28.34
		ONE TIME VENDOR JOHN SHELTON	JOHN SHELTON:NOTARY,SHIP F	119.52
			TOTAL:	15,070.15
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	339.79
			Fed WH	843.60
		INTERNAL REVENUE SERVICE	FICA	721.03
			Medicare	168.62
		ICMA	Retirement 457 &	53.48
			Retirement 457	126.46
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	56.10
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
			TOTAL:	2,487.63
Water	Water Fund	MILLER CO RECORDER	LIEN RELEASE	12.00
			DEC BASE & PRINT CHARGES	77.46
		XEROX CORPORATION	FICA	721.04
			Medicare	168.62
		INTERNAL REVENUE SERVICE	Retirement 401	715.93
			FLUORIDE & CHLORINE	2,625.05
		ICMA	SPLICE CONNECTORS, PLIERS	33.09
		BRENNTAG MID SOUTH INC	ENG -WATER FUEL	50.56
		LOWE'S	WATER DEPT FUEL	1,058.97
		WEX INC	WATER GPS	141.75
		AMEREN MISSOURI	BLUFF TOWER 1/9-2/7/18	1,813.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MANKEY, KYLE HSA BANK	COLLEGE WELL 1/8-2/6/18	293.47
			WELL #2 12/28-1/29/18	1,094.47
			SWISS VILG WELL 12/28-1/29	2,423.85
			MILEAGE REIMB 2/7-2/13/18	54.50
			HSA Contribution	12.37
		DEVORE, CALEB	HSA Family/Dep. Contributi	324.00
			MILEAGE REIMB 1/31-2/15/18	149.88
			TOTAL:	11,770.83
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	491.07
			Fed WH	1,236.80
			FICA	936.44
		ICMA	Medicare	219.00
			Retirement 457 &	59.96
			Retirement 457	128.52
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	34.65
		HSA BANK	Retirement Roth IRA	56.35
			HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
			TOTAL:	3,563.70
		MILLER CO RECORDER XEROX CORPORATION INTERNAL REVENUE SERVICE	LIEN RELEASE	12.00
			DEC BASE & PRINT CHARGES	77.45
			FICA	936.43
		ICMA	Medicare	218.99
			Retirement 401	930.96
			CONCRETE TUBE FORM	6.89
		MO DEPT OF LABOR & IND RELATIONS DUNCAN, CHRIS WEX INC	2017 1ST,2ND,3RD QTR UNEMP	4,177.07
			MILEAGE REIMB 2/7-2/13/18	137.34
			ENG -SEWER FUEL	50.56
		AMEREN MISSOURI	SEWER DEPT FUEL	1,311.15
			SEWER GPS	216.50
			CLEARWOOD LN 1/4-2/4/18	12.29
			PREWITTS PT 1/8-2/6/18	56.03
			PA HE TSI 1/9-2/7/18	12.29
			GRINDER PUMPS & LIFT STATI	4,191.02
			GRINDER PUMPS & LIFT STATI	5,816.56
			1075 RUNABOUT 12/27-1/28/1	19.29
			HSA Contribution	49.88
			HSA Family/Dep. Contributi	476.25
		WALKER, DUSTIN	MILEAGE REIMB 1/31-2/6/18	39.24
			TOTAL:	18,748.19
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	351.00
			Fed WH	826.15
			FICA	769.44
		ICMA	Medicare	179.96
			Retirement 457 &	66.43
			Retirement 457	15.00
			Loan Repayments	122.24
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	77.89
			Case No,. 14LA-AC00228	70.10
			HSA Family/Dep. Contributi	125.00
		HSA BANK	MO HEALTHNET DIVISION:AMB	86.84
		ONE TIME VENDOR MO HEALTHNET DIVISION		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO HEALTHNET DIVISION	MO HEALTHNET DIVISION:AMB	266.92
			TOTAL:	2,956.97
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	769.44
			Medicare	179.96
		ICMA	Retirement 401	567.31
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JAN AMBULANCE REIMBURSEMEN	1,015.23
		WEX INC	AMB FUEL	350.22
		HANDY, FLOYD	MEAL REIMB-HEART CONF-F.HA	125.00
			LODGING HEART CONF-F. HAND	183.80
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,415.96
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	78.00
		INTERNAL REVENUE SERVICE	Fed WH	166.45
			FICA	268.25
			Medicare	62.74
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
			TOTAL:	702.99
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 1/9-2/7/18	11.24
			STATE PARK LOCLZR 12/28-1/	44.42
			LCF FIREHOUSE 12/28-1/29/1	302.38
			LCF TERMINAL BLDG 1/9-2/7/	344.87
			LCF HANGAR 2 1/9-2/7/18	20.88
			LCF NEW HANGAR 1/9-2/7/18	157.83
		INTERNAL REVENUE SERVICE	FICA	268.25
			Medicare	62.74
		ICMA	Retirement 401	243.10
		LOWE'S	FILTERS	8.53
			AIR HOSE	38.00
		WEX INC	LCF FUEL	67.90
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,777.64
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	73.00
		INTERNAL REVENUE SERVICE	Fed WH	134.01
			FICA	180.56
			Medicare	42.23
		ICMA	Retirement 457	30.00
			TOTAL:	459.80
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SERV 12/20-1/22/18	54.63
		AMEREN MISSOURI	GG AP HANGAR 12/28-1/29/18	37.52
			AP RD TBLC EXT D 12/28-1/2	471.00
			GG AP SHOP 12/28-1/29/18	71.58
			957 AP RD 12/28-1/29/18	13.27
			GG AP TBLC EXT D 12/28-1/2	18.67
			GG AP HANGAR	18.85
			GG AP SLEEPY 12/28-1/29/18	20.35
		INTERNAL REVENUE SERVICE	FICA	180.56
			Medicare	42.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	178.67
		LOWE'S	WIRE	13.61
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 2/16-3/15/18	81.81
		WEX INC	GG FUEL	16.30
			GG GPS	25.00
		HSA BANK	HSA Family/Dep. Contributi	180.00
			TOTAL:	1,424.05
Non-Departmental	TIF - Prewitt's Po	GILMORE & BELL PC	POST-ISSUANCE TAX COMPLIAN	1,600.00
			TOTAL:	1,600.00

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===== FUND TOTALS =====
10  General Fund                70,895.76
20  Transportation              18,720.44
30  Water Fund                  14,258.46
35  Sewer Fund                  22,311.89
40  Ambulance Fund              6,372.93
45  Lee C. Fine Airport Fund     2,480.63
47  Grand Glaize Airport Fund    1,883.85
60  TIF - Prewitt's Point        1,600.00
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                        GRAND TOTAL:      138,523.96
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TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	WHITEBOARD, LGL PADS, CLEA	176.90
			TOTAL:	176.90
City Clerk	General Fund	ROWLAND A TODD, CAMDEN COUNTY CLERK	2018 MUNICIPAL ELECTION	2,981.89
		STAPLES BUSINESS ADVANTAGE	PENS, TONER, EXPO MARKERS	188.68
			PURPLE RIBBON	22.65
			CALCULATOR TAPE	2.30
			CALCULATOR TAPE	2.30
			TOTAL:	3,193.22
City Attorney	General Fund	THOMSON REUTERS - WEST	INFO CHARGES 1/1-1/31/18	330.00
			TOTAL:	330.00
Building Inspection	General Fund	INTERNATIONAL CODE COUNCIL INC	LEGAL/MANAGEMENT MODULE	69.00
			REFERENCE BOOKS	178.45
		STAPLES BUSINESS ADVANTAGE	PURELL, PLATES, PPR TWLS, TIS	33.70
			TOTAL:	281.15
Building Maintenance	General Fund	NORTHERN SAFETY CO INC	PARKING BLOCKS	208.07
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	135.70
			COFFEE & HOT COCOA	104.85
		STAPLES BUSINESS ADVANTAGE	PURELL, PLATES, PPR TWLS, TIS	253.13
		CROWN LINEN SERVICE INC	CH FLOOR MATS	29.79
			TOTAL:	731.54
Parks	General Fund	MEEKS BUILDING CENTER	BIT HOLDER	4.99
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER FOR SKIDSTEER	16.81
			ADDITIVE & WIPERS - P-1	43.53
		BUTLER SUPPLY CO	PART FOR PARKS	18.08
		SHERWIN-WILLIAMS	PARK RESTROOMS	144.15
			PARK RESTROOM	85.49
			PARK RESTROOM	45.46
		DH PACE COMPANY INC DBA	PARK DOOR LOCK REPAIRS	38.87
		MICHAEL J MORRIS DBA RECDESK LLC	RECDESK ANNUAL SUBSC 2/18-	2,940.00
			TOTAL:	3,337.38
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	PW CHRISTMAS DECORATING AW	499.96
		LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM DRUG POOL	200.00
		LAKE SUN LEADER 645	EMPLOYMENT ADVERTISING	314.00
		MO MUNICIPAL LEAGUE	RISK MGMT WEBINAR-C.LEIGH	20.00
			EMPLOYMENT ADVERTISING	90.00
		AMAZON CAPITAL SERVICES INC	STORAGE BASKET	25.18
			STAND UP DESK - T. GORSLIN	197.41
			STAND UP DESK-B. SALERNO	197.41
			STAND UP DESK - G. KING	188.34
			TOTAL:	1,732.30
Overhead	General Fund	XEROX CORPORATION	JAN BASE & PRINT CHARGES	330.93
		MIDWEST PUBLIC RISK OF MISSOURI	HAIL DAMAGE TO ROOF	577.55
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	79.23
			TOTAL:	987.71
Police	General Fund	EZARDS	PARTS FOR ANIMAL CNTRL BLD	21.17
		LEON UNIFORM CO INC	UNIFORMS - C. HELMERICH	144.00
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT FOR PD-33	6.43
		IMAGE QUEST	OVERAGE CHARGES 1/14-2/13/	6.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BIG O TIRES AND SERVICE CENTERS	NEW TIRES PD-20	699.24
		TURN KEY MOBILE INC	ARBITRATOR SSD READER	227.38
		PHYSIO CONTROL INC	AED PADS	104.55
		GALLS LLC	WEDGE	99.91
		HEDRICK MOTIV WERKS LLC	SHOCKS,PRIORITY START,BTRY	781.18
			OIL CHG,TIRE ROTATE,ENG MN	183.52
		CHASE CO INC	ROOFING NAILER-ANIMAL CNTL	43.70
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,PENS,CLIPS,PRSB	205.76
			CORK MESSAGE BAR	5.01
		LANGUAGE LINE SERVICES INC	PHONE INTERPRETATION	9.50
		XEROX CORPORATION DBA XEROX FINANCIAL	LEASE PAYMENT 2/1-2/28/18	146.00
			TOTAL:	2,683.70
911 Center	General Fund	WIRELESS USA INC	FEB SERVICE CONTRACT	225.00
		STAPLES BUSINESS ADVANTAGE	DAB N SEAL	5.22
		WEST SAFETY SOLUTIONS CORP	VAAS MONTHLY FEE 2/3-3/2/1	3,525.00
			TOTAL:	3,755.22
Economic Development	General Fund	GILMORE & BELL PC	ARROWHEAD TIF 12/1/17-1/31	487.50
		VACATION NEWS	JANUARY CALENDAR BILLING	150.00
			TOTAL:	637.50
Transportation	Transportation	EZARDS	UTILITY KNIFE	3.98
		FASTENAL CO	CUTTING WHEEL	8.47
			GRAB HOOK	41.72
			PARTS FOR TRUCK 62	20.37
		FEDERAL EXPRESS CORP	EASEMENT MAILING	180.09
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	45.59
			TRANS DEPT FLOOR MATS	9.26
			TRANS DEPT UNIFORMS	45.59
			TRANS DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	CUPS	16.53
			PAPER TOWELS	24.72
		KNAPHEIDE TRUCK INC	PARTS FOR TRUCK 59	47.75
		NORTHERN SAFETY CO INC	SAFETY GLASSES & BAND-AIDS	7.20
			SAFETY GLASSES & BAND-AIDS	8.20
		CAPITAL ONE/HSBC BUSINESS SOLUTIONS	MANUAL CHAIN HOIST	59.92
			2 TON PUSH TROLLEY	144.89
		O'REILLY AUTOMOTIVE STORES INC	PUSH BUTTON-CRAFT CO MACHI	4.99
			ADAPTER	17.99
			TRACTOR FLUID FOR SKID STE	44.99
			TRACTOR LT, WIPER FLUID	43.30
		LAKE SUN LEADER 81525 & 1586450	BID-SEALCOAT PROJECT	200.25
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	35.00
			COFFEE, HOT COCOA, CREAM,S	58.18
			EVERPURE CARTRIDGE	23.00
		DAM STEEL SUPPLY	PART FOR SALT SPREADER 59	17.25
		CORE & MAIN LP	SHOULDER BUILD UP ON 3 SEA	31.42
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR TRUCK 63	35.00
			TOTAL:	1,184.91
Water	Water Fund	EZARDS	ELECTRICAL SUPPLIES	2.07
			GAUGE FOR SWISS TOWER	2.79
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	35.80
			WATER DEPT FLOOR MATS	9.26
			WATER DEPT UNIFORMS	35.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				18
			WATER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	CUPS	16.54
		GOEHRI, GEORGE	MARCH INS PREMIUM	49.70
		NORTHERN SAFETY CO INC	SAFETY GLASSES & BAND-AIDS	7.20
			SAFETY GLASSES & BAND-AIDS	8.20
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOA, CREAM,S	58.18
			EVERPURE CARTRIDGE	23.00
		CORE & MAIN LP	REPAIR KIT FOR CHEMICAL PU	492.00
			AUTOPRIME HEAD	318.00
		SIDENER ENVIRONMENTAL SERVICES INC	WALCHEM PUMPS	907.24
		AMAZON CAPITAL SERVICES INC	TABLET CASE	44.18
			TOTAL:	2,019.22
Sewer	Sewer Fund	CAPITAL MATERIALS LLC	GRAVEL FOR INDIAN POINT	62.58
		EZARDS	ASPHALT BROOM	15.99
			PART FIX ABACO PT GRVTY LI	7.99
			PART FOR ABACO PT GRAVITY	7.99
		WATER & SEWER SUPPLY INC	PARTS FOR 42 RV PARK	900.69
		FASTENAL CO	RECIP BLADES	16.39
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	57.28
			SEWER DEPT FLOOR MATS	9.26
			SEWER DEPT UNIFORMS	99.87
			SEWER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	CUPS	16.53
		EWT HOLDINGS III CORP	ODOR CONTROL	450.00
			ODOR CONTROL	1,025.00
		TALLMAN COMPANY	PARTS FOR 42 RV PARK	14.60
		MUNICIPAL EQUIPMENT CO	2-5.4 HP PUMPS S/N-49713,4	14,966.00
		NORTHERN SAFETY CO INC	SAFETY GLASSES & BAND-AIDS	7.20
			SAFETY GLASSES & BAND-AIDS	8.20
		O'REILLY AUTOMOTIVE STORES INC	STARTING FLUID	3.99
		CONSOLIDATED ELECTRICAL DISTR, INC	MILBANK METER BOX	272.00
			STOCK PARTS	16.83
			PARTS	17.76
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOA, CREAM,S	58.19
			EVERPURE CARTRIDGE	23.00
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JANUARY MONTHLY FLOWS	40,382.51
		BUTLER SUPPLY CO	TEST LEADS	15.57
			VOLT METER & LEADS	220.25
			VOLT METER	102.34
			PART FOR 42 RV PARK	11.99
			PART FOR 42 RV PARK	24.53
		CWD SUPPLY	POST CAP	16.00
		DAM STEEL SUPPLY	PART FOR MOORINGS	85.00
			PART FOR 42 RV PARK	85.00
		CORE & MAIN LP	PVC FOR 42 RV PARK	44.58
			PARTS FOR INDIAN POINT/MAC	14.60
			PART FOR INDIAN POINT LINE	5.56
			PRESSURE REDUCERS	732.00
			PARTS FOR MOORINGS NEW STA	227.87
			PARTS FOR 42 RV PARK	6.94
			PARTS FOR 42 RV PARK	80.44
		ELLIS BATTERY SPECIALISTS LLC	BOBCAT BATTERY	57.95
		CHASE CO INC	CONCRETE CUFT MIXER	89.70
		MOON CONSTRUCTION	LIFT STATION IMPROVEMNTS 5	115,712.26
		MID AMERICA PRECAST INC	RISER, FRAME & COVER-42 RV	686.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON CAPITAL SERVICES INC	TABLET CASE	44.18
			TOTAL:	176,711.87
Ambulance	Ambulance Fund	AIRGAS INC	MEDICAL SUPPLIES	175.63
		MO AMBULANCE ASSOC	2018 MEMBERSHIP DUES	300.00
		BOUND TREE MEDICAL LLC	RETURN MEDICAL SUPPLIES	140.55
			MEDICAL SUPPLIES	167.20
		IMAGE TREND INC	2018 FIELD BRIDGE SUPPORT	400.00
		ALAN J WILSON MD	FEB MEDICAL DIRECTOR SERVI	1,000.00
			TOTAL:	1,902.28
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	UNLEADED GAS	594.47
		MISSOURI AIRPORT MANAGERS ASSOCIATION	MOSAC/MAMA CONF,DUES-T.DIN	37.50
			MOSAC/MAMA CONF,DUES-T.DIN	35.00
		NAEGLER OIL CO	LCF JET FUEL	7,973.14
		MARTINS TRACTOR LLC	NEW HOLLAND BELLY MOWER	750.00
			TOTAL:	9,390.11
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	WIRE BRUSH	7.79
			BULB	7.99
		MISSOURI AIRPORT MANAGERS ASSOCIATION	MOSAC/MAMA CONF,DUES-T.DIN	37.50
			MOSAC/MAMA CONF,DUES-T.DIN	35.00
			TOTAL:	88.28

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===== FUND TOTALS =====
10  General Fund                17,846.62
20  Transportation              1,184.91
30  Water Fund                  2,019.22
35  Sewer Fund                  176,711.87
40  Ambulance Fund              1,902.28
45  Lee C. Fine Airport Fund     9,390.11
47  Grand Glaize Airport Fund    88.28
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GRAND TOTAL:                    209,143.29
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City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/19/18**Agenda Item Title:**

Bill 18-07 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract AEOB18-005 with Bartlett & West, Inc. for the Mace Road Phase 2 Improvements.

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☒Second Reading of Bill # 18-07☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

City Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales. Board approval required for purchases over \$15,000.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 20-00-773100 EngineeringFY2018 Budgeted Amount: \$ 330,000.00Expenditures to Date 02/19/18: (\$ 0)Available: \$ 330,000.00Requested Amount: \$ 213,000.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-07, Contract, Aerial Map

Department Comments and Recommendation:

We are in the process of getting Mace Road Phase 1 out for bids. We would like to start the engineering for Phase 2. This work is shown on the attached map. It will begin where Phase 1 finishes and end at Osage Beach Parkway. This project will have curb and gutter, sidewalks, and enclosed storm drainage. This project will repair the unsuitable sub grade that we are experiencing on this roadway.

Bartlett and West was selected as best qualified to complete this work. They are currently working on Phase 1 and we have had good results.

We budgeted \$225,000 for this project. We have negotiated out this contract for \$213,000. We believe this is a reasonable price to complete this job.

City Staff will be negotiating with the property owners for the right of way and easements on this project.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

There are three projects budgeted under 20-00-773100 Engineering; Mace Road Ph 2 Engineering was budgeted at \$225,000.

The first reading was read and passed by the Board of Aldermen on February 15, 2018.

I concur with the Public Works Director's recommendation.

BILL NO. 18-07

ORDINANCE NO. 18.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT AEOB18-005 WITH BARTLETT & WEST, INC. FOR THE MACE ROAD PHASE 2 IMPROVEMENTS.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Bartlett & West, Inc. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Two Hundred Thirteen Thousand Dollars (\$213,000.00).

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

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

READ FIRST TIME: February 15, 2018 READ SECOND TIME:

I hereby certify that Ordinance No. 18.07 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.07.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, **2018** by and between the City of Osage Beach Missouri hereinafter referred to as "City" and **Bartlett & West, Inc.**, hereinafter referred to as "Engineer."

WITNESSETH:

WHEREAS, City requires the services of Engineer in connection with the following improvement: **Mace Road Improvements**; and,

WHEREAS, City desires to enter into an Agreement with Engineer to perform Consulting services as aforementioned; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the City that this Agreement has been approved, will furnish the necessary engineering and related services as stipulated in the attached proposal from the Engineer in Exhibit A, attached, dated **February 2, 2018**, page 1 through page 8.

ARTICLE II - ADDITIONAL SERVICES:

The City reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, a Supplement to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefor. Any change in compensation will be covered in the Supplement.

ARTICLE III - SCOPE OF SERVICES TO BE PROVIDED BY THE CITY:

The City agrees to furnish information and have work done without cost to the Engineer as follows:

1. Make available to the Engineer existing records, maps, plans, and other data possessed by City when such are necessary, advisable or helpful to the Engineer in the completion of his work under this Agreement. The City shall furnish a copy of property ownership information from City tax records.

2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
3. Provide Standard City forms and/or standard plans as required including contractual sections for bid document.
4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the City throughout completion of the services covered by this Agreement.
6. Examine all studies and drafts developed by the Engineer, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Engineer.

ARTICLE IV - PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the City. The service duration is assumed to be 30 months, unless terminated sooner.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the City. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the City. (Assume three (3) weeks review time for City on each submittal).

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX – STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the two year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standards, Engineer shall re-perform, at no additional cost to the City, such Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable solely to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by the City or third parties retained by the City.

ARTICLE X – INDEMNIFICATION

Engineer shall indemnify and hold the City harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence or willful misconduct of Engineer.

ARTICLE XI – INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Engineer's employees who are engaged in the Services, with Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Professional Liability insurance with limits of \$2,000,000 in the aggregate covering Engineer against all sums, which Engineer may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

Engineer agrees to provide the City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the City. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE IX - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.
The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the City shall have access to the records for inspection, during regular working hours at the Engineer's place of business.
2. Conferences, Visits to Site, Inspection of Work.

A representative of the City shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the City or the Engineer.

3. Accuracy of Work. The Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the City will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings, as may be requested by the City; furnishing plans and other data as may be requested from time to time by the City, and compliance with all directives issued by the City.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the City upon request. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall save the Engineer harmless from any claims and liabilities resulting from such use.
6. Termination. Engineer or the City may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which City or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other City materials must be delivered and returned by the Engineer to the City within 15 calendar days of the demand of the City.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the City, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The City and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the City, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the City against any claims or liability arising from or based on any violations of the same.

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the City. The Engineer shall be subject to the direction of the City only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the City except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.
14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
15. Decisions Under this Agreement. The City will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XI - PAYMENTS TO THE ENGINEER:

For the engineering services performed by Engineer under this Agreement and as full compensation therefor, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, City will pay Engineer as follows:

1. City will pay a not-to-exceed **Lump Sum** fee of **\$213,000.00**, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of each task outlined in the proposal, the Engineer will present an invoice to the City, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.

ARTICLE XII – ENCLOSURES & ATTACHMENTS

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has hereunto set it hand and seal.

Execution hereof is authorized by Ordinance No. 16-____.

Approved by:

John Olivarri
Mayor

Attest:

City Clerk Cynthia Lambert

By: _____
Engineer

Approved to form this _____ day of _____, 20_____

City Attorney Edward Rucker

EXHIBIT A
SCOPE OF SERVICES
FOR
Mace Road Intersection and Roadway Improvements – Phase 2
February 2, 2018
PROJECT NO. 19090.001

GENERAL BACKGROUND

The project area is generally described as Mace Road from Aver Road on the west to Osage Beach Parkway on the east. The project's purpose is to upgrade Mace Road from a ditched roadway to a curb and guttered roadway with an enclosed stormwater system. The intersection with Orvill Drive will also be reconstructed. Mace Road will be rehabilitated leading up to Osage Beach Parkway, but no reconstruction of Osage Beach Parkway is expected with this project. It is expected that all reconstruction will include curb and gutter. There will also be a sidewalk constructed on one side of Mace Road the entire length of the project. It is expected that the sidewalk will be on the north side to tie into the Phase 1 improvements. To minimize Right-of-Way impacts and overall costs, the roadway will be reconstructed as much as reasonable on the current alignment. Stormwater design will be included in the project, but no water quality improvement or detention features included in the design.

Services will include topographic and boundary survey, the production of preliminary and final plans, development of legal descriptions for the easement acquisitions, utility coordination, and limited assistance during bidding and construction. Construction administration and observation services are not included in this scope of services.

1. Data Collection and Survey

- 1.1. The ENGINEER shall collect data and information used in performing the project duties including the following tasks:
 - 1.1.1. Request, obtain, review existing subdivision plats and street plans from Camden County.
- 1.2. The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:
 - 1.2.1. Research of existing survey deeds and horizontal and vertical control points.
 - 1.2.2. Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.
 - 1.2.3. Field locate and survey existing property corners.
 - 1.2.4. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
 - 1.2.5. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.
 - 1.2.6. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 34 tracts).

- 1.2.7. Develop project base mapping from field surveys and boundary surveys for property lines.

2. Preliminary Plans

- 2.1. Develop roadway alignment/profile for Mace Road from Aver Road to Osage Beach Parkway.
- 2.2. Develop roadway alignment/profile for Orvill Drive within 100' of Mace Road.
- 2.3. Develop intersection geometry at Mace Road at Orvill Drive
- 2.4. Develop sidewalk geometry and curb ramp details.
- 2.5. Determine conceptual grading.
- 2.6. Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation.
- 2.7. Develop preliminary driveway profiles for 45 driveways to review grading and drainage.
- 2.8. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 2.8.1. Cover Sheet
 - 2.8.2. General Notes/Typical Sections
 - 2.8.3. Plan/Profile Sheets (assumes 6 sheets at 20 scale)
 - 2.8.4. Drive Profile Sheets (assumes 4 sheets)
 - 2.8.5. Storm Sewer Profile Sheets (assumes 5 sheets)
 - 2.8.6. Cross Sections (assumes 7 sheets).
- 2.9. Prepare preliminary plans cost estimate.
- 2.10. Conduct 2 preliminary design review meetings with City staff during course of preliminary design.
- 2.11. Submit the preliminary plans and cost estimates to the City for review.
- 2.12. Conduct preliminary design coordination and meeting with utility companies.
- ~~2.13. Conduct preliminary design coordination with emergency services~~
- 2.14. Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) (assumes 34 tracts). City to insert legal descriptions on their easement forms.
- 2.15. Preparation of Land Disturbance Permit
- 2.16. No traffic analysis or impact study is included in this scope of work.
- 2.17. No public meetings are included in this scope of work.
- 2.18. No council meetings are included in this scope of work.

3. Utility Relocation

- 3.1. Develop proposed alignment and profile for sanitary force main between Aver Road and Osage Beach Parkway
- 3.2. Develop proposed alignment and profile for water line between Aver Road and Osage Beach Parkway
- 3.3. Coordinate utility crossings with storm sewer for proposed reconstruction.
- 3.4. Construction plans for the proposed improvements. Drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=40'. The submittal is not intended to be used as a bid set, but rather as a guide for City crews to construct improvements. Sheets anticipated to include:
 - 3.4.1. Sanitary Sewer Profile Sheet (assumes 3 sheets at 40 scale)
 - 3.4.2. Water Line Profile Sheet (assumes 3 sheets at 40 scale)

- 3.4.3. Electrical Relocation Plan Sheet for City owned electric services (assumes 3 sheets at 40 scale)
- 3.5. Develop utility conflict plans showing the existing facilities and the proposed improvements to facilitate discussions with utility companies. It is assumed that no additional sheets will be created, but that existing sheets will be modified to show the utilities in more clarity.
- 3.6. Submit the plans to the City for review.
- 3.7. Make final changes to plans based on City staff comments.
- 3.8. No additional utility relocation plans will be developed as part of this scope of services.

4. Final Plans

- 4.1. Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:
 - 4.1.1. Cover Sheet
 - 4.1.2. General Notes/Standard Details
 - 4.1.3. Coordinate/Control Points Sheet
 - 4.1.4. Plan/Profile Sheets (assumes 6 sheets at 20 scale)
 - 4.1.5. Drive Profile Sheets (assumes 4 sheet)
 - 4.1.6. Storm Sewer Profile Sheets (assumes 5 sheets)
 - 4.1.7. Intersection Detail Sheets
 - 4.1.8. Driveway Detail Sheets (assumes 7 sheets)
 - 4.1.9. Retaining Wall Plan/Profile Sheets (assumes 3 sheets at 20 scale)
 - 4.1.10. Pavement Marking and Signing Plan
 - 4.1.11. Lighting Plan
 - 4.1.12. Traffic Control Plan (assumes 1 sheet). Phasing plan not included.
 - 4.1.13. Erosion and Sediment Control Sheets (assumes 3 sheets)
 - 4.1.14. Cross Sections (assumes 15 sheets)
 - 4.1.15. No landscaping plan is included in this scope of work.
 - 4.1.16. No water quality plan is included in this scope of work.
- 4.2. Compute final quantities, develop bid form and prepare Engineer's Estimate for project.
- 4.3. Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.
- 4.4. Submit the final plans, bid forms and Engineer's Estimates to the City for review.
- 4.5. Conduct a final utility coordination with the City and provide intities.
- 4.6. Conduct 1 final design review meeting with City staff during course of final design.
- 4.7. Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.

5. Project Management and Coordination

- 5.1. No additional meetings are included in this scope of services.
- 5.2. QA/QC
 - 5.2.1. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
 - 5.2.2. Perform a field check of proposed construction improvements.
- 5.3. Administration and Coordination:

- 5.3.1. Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.
- 5.3.2. General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.
- 5.3.3. Prepare and update project progress schedule monthly.

6. Bidding Phase Services

- 6.1. Prepare Plans and Specifications for bidding (assumes 10 sets).
- 6.2. Attend prebid meeting at City office. Compile and distribute meeting minutes.
- 6.3. Contractor correspondence during bidding.
- 6.4. Addendum preparation (assumes 1 addendum).
- 6.5. City to conduct bid opening, prepare bid tabulation, make contractor recommendation, and review shop drawings.
- 6.6. No additional meetings are included in this scope of services.

7. Construction Phase Services

- 7.1. Attend preconstruction meeting at City office. City to Compile and distribute meeting minutes.
- 7.2. No additional meetings or site visits are included in this scope of services.
- 7.3. Answer questions during construction (assumes 8 calls).

8. Additional Services

- 8.1. No additional services are included in this scope of services.

Exclusions:

- 1. SHPO clearance
- 2. Threatened and Endangered Species clearance
- 3. Geotechnical services
- 4. Archeological services
- 5. Meetings beyond those stated in the scope of work
- 6. ~~Design of utility relocations including water, sewer, electric, etc.~~
- 7. Construction Observation
- 8. Investigating conflicting property corners or re-establishing them

PROJECT FEE ESTIMATING SHEET

Design Phase Services - Mace Road Intersection and Roadway Improvements - Phase 2
Osage Beach, Camden County, Missouri

											Total	\$ 213,000.00
Tasks	Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. IX	Eng. VI	Eng. II	Eng. Tech IV	Surv. VII	Surv. Tech IV	Admin. II		Item	Cost		
	\$190.00	\$148.00	\$108.00	\$105.00	\$135.00	\$85.00	\$74.00					
TOTALS	8	188	758	518	142	192	4	\$201,384.00		\$11,616.00	\$213,000.00	
1. Data Collection and Survey											\$30,118.00	
1.1 The ENGINEER shall collect data and information used in performing the project duties including the following tasks:												
1.1.1 Request, obtain, review existing subdivision plats and street plans from Camden County.					4			\$540.00		\$0.00	\$540.00	
1.2 The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:												
1.2.1 Research of existing survey deeds and horizontal and vertical control points.					8			\$1,080.00	Mileage and Prints	\$95.00	\$1,175.00	
1.2.2 Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.					10	10		\$2,200.00	Equipment, Mileage	\$545.00	\$2,745.00	
1.2.3 Field locate and survey existing property corners.					10	30		\$3,900.00	Equipment, Mileage	\$1,045.00	\$4,945.00	
1.2.4 Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.					24	40		\$6,640.00	Equipment, Mileage	\$1,645.00	\$8,285.00	
1.2.5 Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.					12	16		\$2,980.00	Equipment, Mileage	\$745.00	\$3,725.00	
1.2.6 Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 34 tracts). No easement negotiations included.					32	12		\$5,340.00	Equipment, Mileage	\$1,145.00	\$6,485.00	
1.2.7 Develop project base mapping from field surveys and boundary surveys for property lines.						24		\$2,040.00	CAD, Prints	\$178.00	\$2,218.00	
2. Preliminary Plans											\$89,446.50	
2.1 Develop roadway alignment/profile for Mace Road from Aver Road to Osage Beach Parkway.		6	32	16				\$6,024.00	CAD, Prints	\$234.00	\$6,258.00	
2.2 Develop roadway alignment/profile for Orvill Drive within 100' of Mace Road.		1	8	6				\$1,642.00	CAD, Prints	\$80.00	\$1,722.00	
2.3 Develop intersection geometry at Mace Road at Orvill Drive and Mace Road at Osage Beach Parkway.		2	16					\$2,024.00	CAD, Prints	\$66.00	\$2,090.00	
2.4 Develop sidewalk geometry and curb ramp details.		2	6	12				\$2,204.00	CAD, Prints	\$115.00	\$2,319.00	
2.5 Determine conceptual grading.		4	40	16				\$6,592.00	CAD, Prints	\$262.00	\$6,854.00	
2.6 Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation.		8	40					\$5,504.00	Prints	\$50.00	\$5,554.00	
2.7 Develop preliminary driveway profiles for 45 driveways to review grading and drainage.		4	40	20				\$7,012.00	CAD, Prints	\$290.00	\$7,302.00	
2.8 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:								\$0.00	CAD, Prints	\$10.00	\$10.00	
2.8.1 Cover Sheet			1	1				\$213.00	CAD, Prints	\$20.50	\$233.50	
2.8.2 General Notes/Typical Sections		1	4	6				\$1,210.00	CAD, Prints	\$66.00	\$1,276.00	
2.8.3 Plan/Profile Sheets (assumes 6 sheets at 20 scale)		8	40	40				\$9,704.00	CAD, Prints	\$430.00	\$10,134.00	
2.8.4 Drive Profile Sheets (assumes 4 sheets)		8	40	32				\$8,864.00	CAD, Prints	\$374.00	\$9,238.00	
2.8.5 Storm Sewer Profile Sheets (assumes 5 sheets)		6	32	24				\$6,864.00	CAD, Prints	\$290.00	\$7,154.00	
2.8.6 Cross Sections (assumes 15 sheets)		6	40	32				\$8,568.00	CAD, Prints	\$374.00	\$8,942.00	
2.9 Prepare preliminary plans cost estimate.		1	12	8				\$2,284.00			\$2,284.00	

Tasks	Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. IX	Eng. VI	Eng. II	Eng. Tech IV	Surv. VII	Surv. Tech IV	Admin. II		Item	Cost		
	\$190.00	\$148.00	\$108.00	\$105.00	\$135.00	\$85.00	\$74.00					
2.10 Conduct 2 preliminary design review meetings with City staff during course of preliminary design.		8	12					\$2,480.00	Prints	\$10.00	\$2,490.00	
2.11 Submit the preliminary plans and cost estimates to the City for review.		1	2					\$364.00	Prints	\$30.00	\$394.00	
2.12 Conduct preliminary design coordination and hold meeting with utility companies.		6	12					\$2,184.00			\$2,184.00	
2.13 Conduct preliminary design coordination with emergency services								\$0.00	Prints	\$0.00	\$0.00	
2.14 Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) as well as develop exhibits (assumes 34 tracts). City to insert legal descriptions on their easement forms.		4	12		40	60		\$12,388.00	Prints	\$10.00	\$12,398.00	
2.15 Preparation of Land Disturbance Permit.		1	4					\$580.00	Prints	\$30.00	\$610.00	
2.16 No traffic analysis or impact study is included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
2.17 No public meetings are included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
2.18 No council meetings are included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
3. Utility Relocation												\$5,756.00
3.1 Develop proposed alignment and profile for sanitary force main between Aver Road and Osage Beach Parkway			4					\$432.00			\$432.00	
3.2 Develop proposed alignment and profile for water line between Aver Road and Osage Beach Parkway			4					\$432.00			\$432.00	
3.3 Coordinate utility crossings with storm sewer for proposed reconstruction.			1					\$108.00			\$108.00	
3.4 Develop plans for the proposed improvements. Drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=40'. The submittal is not intended to be used as a bid set, but rather as a guide for City crews to construct improvements. Sheets anticipated to include:								\$0.00			\$0.00	
3.4.1 Sanitary Sewer Profile Sheet (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.4.2 Water Line Profile Sheet (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.4.3 Electrical Relocation Plan Sheet for City owned electric services (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.5 Develop utility conflict plans showing the existing facilities and the proposed improvements to facilitate discussions with utility companies. It is assumed that no additional sheets will be created, but that existing sheets will be modified to show the utilities in more clarity.			1	2				\$318.00			\$318.00	
3.6 Submit the plans to the City for review.		1						\$148.00	Prints	\$30.00	\$178.00	
3.7 Make final changes to plans based on City staff comments.			2	4				\$636.00	Prints	\$10.00	\$646.00	
3.8 No additional utility relocation plans will be developed as part of this scope of services.								\$0.00			\$0.00	
4. Final Plans												\$68,961.50
4.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:												
4.1.1 Cover Sheet			1	1				\$213.00	CAD, Prints	\$20.50	\$233.50	
4.1.2 General Notes/Standard Details		1	2	4				\$784.00	CAD, Prints	\$45.00	\$829.00	
4.1.3 Coordinate/Control Points Sheet			2	8	2			\$1,326.00	CAD, Prints	\$73.00	\$1,399.00	
4.1.4 Plan/Profile Sheets (assumes 6 sheets at 20 scale)		2	24	32				\$6,248.00	CAD, Prints	\$318.00	\$6,566.00	
4.1.5 Drive Profile Sheets (assumes 4 sheets)		2	16	12				\$3,284.00	CAD, Prints	\$150.00	\$3,434.00	
4.1.6 Storm Sewer Profile Sheets (assumes 5 sheets)		2	16	24				\$4,544.00	CAD, Prints	\$234.00	\$4,778.00	
4.1.7 Intersection Detail Sheets		1	16	2				\$2,086.00	CAD, Prints	\$80.00	\$2,166.00	
4.1.8 Driveway Detail Sheets (assumes 7 sheets)		2	24	32				\$6,248.00	CAD, Prints	\$318.00	\$6,566.00	
4.1.9 Retaining Wall Plan/Profile Sheets (assumes 3 sheets at 20 scale)		2	12	16				\$3,272.00	CAD, Prints	\$164.00	\$3,436.00	
4.1.10 Pavement Marking and Signing Plan		1	6	16				\$2,476.00	CAD, Prints	\$143.00	\$2,619.00	
4.1.11 Lighting Plan		8	32	40				\$8,840.00	CAD, Prints	\$402.00	\$9,242.00	
4.1.12 Traffic Control Plan (assumes 1 sheet)		2	4	8				\$1,568.00	CAD, Prints	\$80.00	\$1,648.00	
4.1.13 Erosion and Sediment Control Sheets (assumes 3 sheets)		1	6	8				\$1,636.00	CAD, Prints	\$87.00	\$1,723.00	
4.1.14 Cross Sections (assumes 15 sheets)		4	40					\$4,912.00	CAD, Prints	\$150.00	\$5,062.00	
4.1.15 No landscaping plan is included in this scope of work.								\$0.00			\$0.00	
4.1.16 No water quality plan is included in this scope of work.								\$0.00			\$0.00	

Tasks		Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
		Eng. IX	Eng. VI	Eng. II	Eng. Tech IV	Surv. VII	Surv. Tech IV	Admin. II		Item	Cost		
		\$190.00	\$148.00	\$108.00	\$105.00	\$135.00	\$85.00	\$74.00					
4.2	Compute final quantities, develop bid form and prepare Engineer's Estimate for project.		2	12	12				\$2,852.00	Prints	\$50.00	\$2,902.00	
4.3	Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.		4	20					\$2,752.00	Prints	\$20.00	\$2,772.00	
4.4	Submit the final plans, bid forms and Engineer's Estimates to the City for review.		1	2	2				\$574.00	Prints, Mileage	\$50.00	\$624.00	
4.5	Conduct a final design coordination meeting with utility companies.		8	16	12				\$4,172.00	CAD, Prints	\$190.00	\$4,362.00	
4.6	Conduct 1 final design review meeting with City staff during course of final design.		6	8	2				\$1,962.00	Prints, Mileage	\$50.00	\$2,012.00	
4.7	Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.		4	32	24				\$6,568.00	Prints	\$20.00	\$6,588.00	
5. Project Management and Coordination													\$10,758.00
5.1	No additional meetings are included in this scope of services.								\$0.00			\$0.00	
5.2	QA/QC								\$0.00			\$0.00	
	5.2.1 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	8			8				\$2,360.00	Prints	\$20.00	\$2,380.00	
	5.2.2 Perform a field check of proposed construction improvements.		8	8					\$2,048.00	Prints	\$20.00	\$2,068.00	
5.3	Administration and Coordination:											\$0.00	
	5.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.		4					4	\$888.00	Prints	\$30.00	\$918.00	
	5.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.		8	8					\$2,048.00			\$2,048.00	
	5.3.3 Prepare and update project progress schedule monthly.		8	20					\$3,344.00			\$3,344.00	
6. Bidding Phase Services													\$5,270.00
6.1	Prepare Plans and Specifications for bidding (assumes 10 sets).		2	4	8				\$1,568.00	Prints	\$500.00	\$2,068.00	
6.2	Attend prebid meeting at City office. Compile and distribute meeting minutes.		6	2					\$1,104.00	Prints, Mileage	\$50.00	\$1,154.00	
6.3	Contractor correspondence during bidding.		4	2					\$808.00			\$808.00	
6.4	Addendum preparation (assumes 1 addendum).		2	4	4				\$1,148.00	CAD, Prints	\$92.00	\$1,240.00	
6.5	City to conduct bid opening, prepare bid tabulation, make contractor recommendation, and review shop drawings.								\$0.00	CAD, Prints	\$0.00	\$0.00	
6.6	No additional meetings are included in this scope of services.								\$0.00	Prints, Mileage	\$0.00	\$0.00	
7. Construction Phase Services													\$2,690.00
7.1	Attend preconstruction meeting at City office. City to Compile and distribute meeting minutes.		4						\$592.00	Prints, Mileage	\$50.00	\$642.00	
7.2	No additional meetings or site visits are included in this scope of services.								\$0.00			\$0.00	
7.3	Answer questions during construction (assumes 8 calls).		8	8					\$2,048.00			\$2,048.00	
8. Additional Services													\$0.00
8.1	No additional services are included in this scope of services.								\$0.00			\$0.00	

BARTLETT & WEST, INC.
2018 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2018

Engineer/Arch/Landscape Arch XI	\$225.00	Right-of-Way Technician VI	\$118.00
Engineer/Arch/Landscape Arch X	205.00	Right-of-Way Technician V	109.00
Engineer/Arch/Landscape Arch IX	190.00	Right-of-Way Technician IV	99.00
Engineer/Arch/Landscape Arch VIII	175.00	Right-of-Way Technician III	90.00
Engineer/Arch/Landscape Arch VII	161.00	Right-of-Way Technician II	79.00
Engineer/Arch/Landscape Arch VI	148.00	Right-of-Way Technician I	68.00
Engineer/Arch/Landscape Arch V	138.00		
Engineer/Arch/Landscape Arch IV	129.00	GIS Coordinator IX	\$225.00
Engineer/Arch/Landscape Arch III	118.00	GIS Coordinator VIII	208.00
Engineer/Arch/Landscape Arch II	108.00	GIS Coordinator VII	198.00
Engineer/Arch/Landscape Arch I	98.00	GIS Coordinator VI	184.00
		GIS Coordinator V	174.00
		GIS Coordinator IV	158.00
Engineering Technician XI	\$165.00	GIS Coordinator III	145.00
Engineering Technician X	140.00	GIS Coordinator II	130.00
Engineering Technician IX	127.00	GIS Coordinator I	120.00
Engineering Technician VIII	114.00		
Engineering Technician VII	105.00	GIS Developer/DBA V	\$160.00
Engineering Technician VI	97.00	GIS Developer/DBA IV	150.00
Engineering Technician V	90.00	GIS Developer/DBA III	140.00
Engineering Technician IV	83.00	GIS Developer/DBA II	130.00
Engineering Technician III	70.00	GIS Developer/DBA I	120.00
Engineering Technician II	60.00		
Engineering Technician I	50.00	GIS Analyst V	\$130.00
		GIS Analyst IV	120.00
Surveyor X	\$180.00	GIS Analyst III	110.00
Surveyor IX	165.00	GIS Analyst II	100.00
Surveyor VIII	150.00	GIS Analyst I	90.00
Surveyor VII	135.00		
Surveyor VI	123.00	GIS Technician IV	\$90.00
Surveyor V	110.00	GIS Technician III	80.00
Surveyor IV	98.00	GIS Technician II	70.00
Surveyor III	88.00	GIS Technician I	60.00
Surveyor II	77.00		
Surveyor I	67.00		
		Project Coordinator VII	\$208.00
Survey Technician VIII	\$123.00	Project Coordinator VI	180.00
Survey Technician VII	109.00	Project Coordinator V	165.00
Survey Technician VI	98.00	Project Coordinator IV	140.00
Survey Technician V	85.00	Project Coordinator III	125.00
Survey Technician IV	75.00	Project Coordinator II	115.00
Survey Technician III	66.00	Project Coordinator I	103.00
Survey Technician II	58.00		
Survey Technician I	53.00	Systems Analyst	\$160.00
		Systems Administrator	120.00
		Systems Technician	80.00
Construction Eng. Tech IX	\$155.00		
Construction Eng. Tech VIII	145.00	Administrator VI	\$125.00
Construction Eng. Tech VII	130.00	Administrator V	110.00
Construction Eng. Tech VI	118.00	Administrator IV	97.00
Construction Eng. Tech V	108.00	Administrator III	82.00
Construction Eng. Tech IV	99.00	Administrator II	74.00
Construction Eng. Tech III	87.00	Administrator I	66.00
Construction Eng. Tech II	77.00		
Construction Eng. Tech I	68.00		
		Administrative Technician V	\$72.00
Right-of-Way Specialist IV	\$208.00	Administrative Technician IV	65.00
Right-of-Way Specialist III	165.00	Administrative Technician III	58.00
Right-of-Way Specialist II	143.00	Administrative Technician II	53.00
Right-of-Way Specialist I	127.00	Administrative Technician I	47.00



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City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: *(Name/Title)* Eric Hibdon, Public Works SupervisorDate Submitted: 02/19/18**Agenda Item Title:**

Bill 18-08 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Evoqua Water Technologies, LLC to provide chemical odor control chemicals.

Presented by: *(Name/Title)* Nick Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☒Second Reading of Bill # 18-08☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales. Board approval required for purchases over \$15,000.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 35-00-762700 Odor ControlFY 18 Budgeted Amount: \$ 105,000.00Expenditures to Date 02/19/18: (\$ 0.00)Available: \$ 105,000.00Requested Amount: \$ 90,000.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-08, Contract

Department Comments and Recommendation:

This is a new contract with our current vendor (Evoqua) for our odor control. This contract provides for the purchase of odor control chemicals that are fed at Tan-Tar-A, KK 1-14, Dude Ranch Road, Passover Road and Sands Pump station (New Site). The sewer department performed pilot testing at Sands in 2017 and found it to be effective at treating odors at 42 Campground and Hwy D so a permanent site will be utilized at this location.

Installation of Vapor Links to be install at 5 different locations (KK1-14, LS 53-1 Sycamore Creek, Sands, Rockway, and 42 Campground) for continuous monitoring of hydrogen sulfide gas is included along with an Odalog installed at HWY D. This will allow Public Works staff to make changes to odor control treatment processes faster to address nuisance odors.

A carbon filter unit is installed at LS 53-1. This treats the atmospheric air within the wet well to reduce odor complaints at this location. This contract provides for on-going maintenance of this unit and replacement of carbon media on an annual basis.

There are certain fixed annual costs for this contract but there is not a total annual amount due to the variability of chemical feed rates and feed sites. We may have to feed chemicals earlier and later depending on potential odor issues. We will also be looking at piloting chemicals at Rockway during the summer as well. We would request authorization up \$90,000 to be expended with Evoqua.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on February 15, 2018.

I concur with the department's recommendation.

BILL NO. 18-08

ORDINANCE NO. 18.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC TO PROVIDE ODOR CONTROL CHEMICALS.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Evoqua Water Technologies, LLC to provide odor control chemicals.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Evoqua Water Technologies, LLC to provide odor control chemicals as indicated on the attached contract titled City of Osage Beach Full Service Odor Control Program ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Ninety Thousand Dollars (\$90,000.00).

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

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

READ FIRST TIME: February 15, 2018 READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.08 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.08.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk



February 6, 2018

Eric Hibdon
City of Osage Beach
5757 Chapel Drive
Osage Beach, MO 65065
Phone: (573) 302-2020
Fax: (573) 302-2043
Cell: (573) 480-2805
Email: ehibdon@osagebeach.org

**RE: FULL SERVICE ODOR CONTROLsm PROGRAM
CITY OF OSAGE BEACH, MO
Evoqua Quote No. 2018-241264R2**

Thank you for your choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua is pleased to offer the following overview of your current Full Service Odor Controlsm Program to the City of Osage Beach. The following proposal also includes adding odor control equipment for the new Sands Lift Station addition and improvements to the following lift stations: Tan-Tar-A LS, Dude Ranch, and Passover Road.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow Evoqua to assist you in an odor control program. If you have any questions or need additional information, please contact me at (618) 616-1552.

Evoqua Water Technologies LLC

Mark McGuire

Mark McGuire
Sales Representative, Municipal Services

Cc: Nick Edelman, Osage Beach - Email: nledelman@osagebeach.org



FULL SERVICE ODOR CONTROL

OSAGE BEACH, MO

Quotation #2018-241264R2

February 6, 2018

Sales Representative

Mark McGuire

Evoqua Water Technologies, Sarasota, FL

Mobile: (618) 616-1552

Email: mark.mcguire@evoqua.com



SCOPE OF SERVICES

Liquid Phase Odor Control Solutions

Evoqua shall continue to provide a supply of Liquid Phase Odor Control Technologies, as well as adding a new site and providing improvements to existing sites, as listed in Table 1.

- a. Bioxide® Solution in minimum 3500 gallon loads
- b. Odophos® Plus CL Solution in minimum 3500 gallon loads
- c. This program may be extended to include additional Liquid Phase Odor Control Technologies by mutual agreement between the program provider and the City.

EXISTING LIQUID PHASE ODOR CONTROL LIFT STATIONS AND EQUIPMENT

Location	Technology	Storage Tank	Feed Equipment	New or Existing	Improvements
Tan-Tar-A LS	Odophos Plus CL	5000 gallon Single Wall in a Building	Duplex Davis Feed System	Existing	Replace Pumps with Peristaltic
KK1-14 LS	Bioxide	4400 Gallon Double Wall outside	VersaDoseLT Feed System	Existing	None
Dude Ranch	Odophos Plus CL	6000 gallon Double Wall Underground	Duplex Davis Feed System	Existing	Replace Pumps with Peristaltic & New Leak Detection
Passover Road	Odophos Plus CL	6000 gallon Double Wall Underground	Duplex Davis Feed System	Existing	New Leak Detection
Sands LS	Bioxide	4400 Gallon Double Wall outside	VersaDoseLT Feed System	New	Install New Storage and Feed System
Rockaway LS	Bioxide	4400 Gallon Double Wall outside	Duplex Davis Feed System	Existing	None

TABLE 1 - Equipment Table

EQUIPMENT – NEW ODOR CONTROL SITE

Location: Sands Lift Station

Sands Lift Station collects flow from the majority of the lake area. From here, it travels by forcemain and gravity until it reaches the D Road Manhole. During a demonstration in the summer of 2017, it was determined that adding Bioxide at this location had a profound effect upon the odor at D Road Manhole. For this reason, a permanent feed site will be established to facilitate this control.



MAJOR SYSTEM COMPONENTS

<u>Quantity</u>	<u>Item</u>																		
1-	4,400 Gallon PPC, High Density Crosslinked Polyethylene, IT-2, Double-Wall Chemical Storage Tank, (10' 3" Diameter, 10' 3" Tall)																		
1-	Each 316 SS Control Enclosures containing following: <table> <tr> <td>1-</td><td>Operator Interface with tank level readout</td></tr> <tr> <td>2-</td><td>On/Off Switches with LED indicator lights</td></tr> <tr> <td>2-</td><td>Dry contacts to receive digital inputs</td></tr> <tr> <td>1-</td><td>Disconnect Switch</td></tr> <tr> <td>1-</td><td>Ground fault receptacle</td></tr> <tr> <td>1-</td><td>Disconnect Switch</td></tr> <tr> <td>1-</td><td>1,000 mL Calibration Cylinder with Flow Control Valves</td></tr> <tr> <td>1-</td><td>Pressure Transducing Level Probe for local display</td></tr> <tr> <td>1-</td><td>Cellular Modem</td></tr> </table>	1-	Operator Interface with tank level readout	2-	On/Off Switches with LED indicator lights	2-	Dry contacts to receive digital inputs	1-	Disconnect Switch	1-	Ground fault receptacle	1-	Disconnect Switch	1-	1,000 mL Calibration Cylinder with Flow Control Valves	1-	Pressure Transducing Level Probe for local display	1-	Cellular Modem
1-	Operator Interface with tank level readout																		
2-	On/Off Switches with LED indicator lights																		
2-	Dry contacts to receive digital inputs																		
1-	Disconnect Switch																		
1-	Ground fault receptacle																		
1-	Disconnect Switch																		
1-	1,000 mL Calibration Cylinder with Flow Control Valves																		
1-	Pressure Transducing Level Probe for local display																		
1-	Cellular Modem																		
2-	M-15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12 to 120 ml/min and a maximum discharge pressure of 40 psi.																		
1-	Single Wall Piping Kit shall consist of: <table> <tr> <td>(40 ft)</td><td>½" Schedule 80 PVC Pipe</td></tr> <tr> <td>(1)</td><td>2" Stainless Steel Male Camlock</td></tr> <tr> <td>(1)</td><td>2" Polyethylene Female Camlock Cap</td></tr> <tr> <td>(1)</td><td>2" Schedule 80 PVC Tank Fill Piping</td></tr> </table>	(40 ft)	½" Schedule 80 PVC Pipe	(1)	2" Stainless Steel Male Camlock	(1)	2" Polyethylene Female Camlock Cap	(1)	2" Schedule 80 PVC Tank Fill Piping										
(40 ft)	½" Schedule 80 PVC Pipe																		
(1)	2" Stainless Steel Male Camlock																		
(1)	2" Polyethylene Female Camlock Cap																		
(1)	2" Schedule 80 PVC Tank Fill Piping																		
1-	Installation Services																		

SITE IMPROVEMENTS

Locations: Tan-Tar-A Lift Station, Dude Ranch Lift Station

Tan-Tar-A and Dude Ranch feed sites have existing Davis Duplex feed systems. The pumps at these locations will be replaced with manually operated peristaltic pumps.

MAJOR SYSTEM COMPONENTS EACH SITE

<u>Quantity</u>	<u>Item</u>
1-	Watson-Marlow Qdos 30 pump
1-	Installation Services

Locations: Dude Ranch Lift Station, Passover Lift Station

MAJOR SYSTEM COMPONENTS EACH SITE

<u>Quantity</u>	<u>Item</u>
1-	Interstitial Leak Detection Kit
1-	Installation Services

Lift Stations: KK1-14 and Rockaway – No improvements needed at this time.



REQUIREMENTS OF THE CITY FOR FEED SYSTEM OPERATION

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment and utility and control tie-ins:

- Tank off loading and placement assistance
- 115V and 20amp power source for dosing controller
- Access to exposed wet well
- 12'x12' prepared level surface for site installation for dosing system
- Site security
- Discharge feed line trenching as required

VAPORLINK® HYDROGEN SULFIDE MONITORING EQUIPMENT

Evoqua has the capability to employ remote hydrogen sulfide monitoring. Hydrogen sulfide data is downloaded once per day from a remote device by cellular communications to a server. Data may also be made available via a 4-20 mA signal. Hardware can also be prompted through the internet to initiate a download such that up to the minute performance data is available at any time. Remote monitoring can provide the following benefits.

1. Optimized product dosage by remote adjustment.
2. Alarm emails can be generated for high loading
3. Better odor control performance with real time feedback of H₂S data
4. Remote availability of information
5. Less travel time to download H₂S data loggers
6. Less time involved to calibrate H₂S monitors

VAPORLINK® HYDROGEN SULFIDE MONITORING EQUIPMENT INSTALLATION LOCATIONS: (CURRENTLY IN PLACE)

- Lift Station 29-5
- Lift Station KK 1-14
- Lift Station 53-1 (Dude Ranch)
- Lift Stations Sands
- Lift Station Rockaway
- Campground Manhole or D Road Manhole
- Temporary Odolog at D Road Manhole

REQUIREMENTS OF THE CITY FOR VAPOR PHASE OPERATION

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment:

- Access to Wetwell or manhole structure for service
- Site security

PREVENTATIVE MAINTENANCE AND MONITORING SERVICES FOR CHEMICAL FEED SYSTEMS

An Evoqua service technician will visit the odor control feed sites monthly to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:



- Check the equipment for proper operation
- Perform sulfide sampling at the control point.
- Perform scheduled preventative maintenance on equipment. This shall include an allowance of up to \$100 a month for misc. parts and appurtenances. Replacement parts greater than \$100 will be replaced on a parts quote basis.
- Submit a written report outlining services and observations during the routine service visit.
- Provide emergency service to the dosing equipment.

Month	Service Work Schedule
January	Service Upon Request with a Service Fee
February	Vaporlink Exchange – Field Work by Osage Beach Staff
March	Storage and Feed Equipment inspection and start up, Liquid Sampling, Scrubber Maintenance
April	Vaporlink Exchange, Equipment Inspection, Liquid Sampling
May	Equipment Inspection, Sampling
June	Vaporlink Exchange, Equipment Inspection, Liquid Sampling, Scrubber Maintenance
July	Equipment Inspection, Liquid Sampling
August	Vaporlink Exchange, Equipment Inspection, Liquid Sampling
September	Equipment Inspection, Liquid Sampling, Scrubber Maintenance
October	Vaporlink Exchange, Winterize Storage and Feed Equipment, Liquid Sampling
November	Service Upon Request with a Service Fee
December	Vaporlink Exchange – Field Work by Osage Beach Staff

TABLE 2 - Service Work Schedule

Odor Control Program Goals

The odor control program is designed to achieve the following goals at the designated control points:

Feed Location	Sample Location	Treatment Objective			
		Dissolved (mg/L)		Atmospheric (PPM)	
		Max Daily Average	Max Daily Peak	Max Daily Average	Max Daily Peak
LS 49 (Tan Tar- A)	LS KK1-14	<0.3	<0.5	10	20
LS KK1-14	LS Sands	<0.3	<0.5	30	100
Passover Road	LS 29-5	<0.3	<0.5	20	40
Dude Ranch	LS 53-1	<0.3	<0.5	10	20
LS Sands	LS Rockaway	<0.3	<0.5	20	40
LS Sands	Campground Air Release	NA	NA	30	60

TABLE 3 - Treatment Objectives

These values may be subject to change based upon changes in various treatment processes and objectives which will be mutually agreed upon by both parties.

SCHEDULE

Evoqua can proceed within 6-8 weeks of authorization depending on scheduling.



PASSIVE CARBON RENTAL AND SERVICE CONTRACT (VSC-400)

The C35 system is packed with VOCARB® 36C Carbon, manufactured by Evoqua Water Technologies LLC. VOCARB® 36C is a virgin, activated carbon derived from coconut shell, and provides excellent control over both sulfide and organic related odors. The C35 system has been optimized for both hydrogen sulfide and organic odor control. A summary of the services being provided is described below:

SCOPE OF SERVICES

Vapor Phase Odor Control Equipment

<u>Quantity</u>	<u>Item</u>
(1)	C35 Odor Control Carbon Adsorber • Design Avg. H₂S Loadings: ≤ 10 ppm • Max Airflow Rating: 400 cfm • 480 VAC, 3 PH
(605 lbs.)	VOCARB® 36C Coconut Shell Activated Carbon

Evoqua will maintain spare parts for the equipment for emergency replacement.

Preventative Maintenance and Carbon Change Out Services

Routine service and maintenance of the C35 system is included in the rental price of the unit. Details of the existing service program are as follows:

- Evoqua will visit the site on a quarterly basis to check operating parameters and perform routine maintenance, ensuring the system is operating within the design conditions. Any necessary process adjustments will be made and will be followed up as needed with no additional charge for visits.
- Evoqua will provide replacement carbon media and change out the system on an annual basis at no additional charge to the City of Osage Beach.
- Evoqua will provide repair or replacement of any malfunctioning parts/components.
- Evoqua will troubleshoot odor problems (i.e., complaints) within 24 hours and correct any malfunctions in the treatment system.
- Evoqua will include data for this site on a periodic report.



PRICE

Evoqua Water Technologies LLC is pleased to offer the following price for equipment, chemicals and services as described above, effective April 1, 2018 through March 31, 2019. Scope of work and supply in the agreement are subject to the City appropriating funds during each budget cycle.

Bioxide® Solution:	<u>\$3.04/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD).
Odophos® Plus CL Solution:	<u>\$2.62/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD).
VersadoseLT System:	Included in program at no charge
Peristaltic Pumps:	Included in program at no charge
Leak Detection Kits:	Included in program at no charge
C35 Carbon Scrubber:	<u>\$1,025.00 per month</u>
Monthly Service Fee:	<u>\$750.00 per month</u>

NOTE: Evoqua Water Technologies shall retain ownership of all above listed equipment.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The previously negotiated Evoqua Water Technologies LLC/City of Osage Beach Terms and Conditions are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the entire proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

If you have any questions or need additional information, please contact Mark McGuire at (618) 616-1552.

Prepared by:

Elsa Wright

Elsa Wright
Applications Engineer
Municipal Services

Evoqua Water Technologies LLC



**RE: FULL SERVICE ODOR CONTROL PROGRAM
OSAGE BEACH, MO
Evoqua Quote # 2018-241264R2**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number _____

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: (Name/Title) Ed Rucker City AttorneyDate Submitted: 02/19/18**Agenda Item Title:**

Bill 18-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute on behalf of the City, the Osage Beach Commons Community Improvement District Cooperative Agreement.

Presented by: (Name/Title) Ed Rucker City Attorney**Requested Action:**
☐
☐
☒
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # 18-10

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

City Code Section 110.240: Adoption of Ordinances.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

No specific deadline exists but the CID board has met and approved the Cooperative Agreement, as has the developer, and this is the last step to set up the CID.

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-10, Cooperative Agreement

Department Comments and Recommendation:

The CID board has met and approved the Cooperative Agreement, as has the developer, and this is the last step to set up the CID.

City Administrator Comments and Recommendation:

The first reading was read and passed by the Board of Aldermen on February 15, 2018.

I concur with the City Attorney's recommendation.

BILL NO. 18-10

ORDINANCE NO. 18.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THE OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT

WHEREAS, the Board of Aldermen hereby finds that it is in the best interest of the City to execute the Osage Beach Commons Community Improvement District Cooperative Agreement as a necessary step in the Osage Beach Commons TIF Redevelopment Project

WHEREAS, the Board of Aldermen understands that the TSG Osage Beach LLC the project developer and the Board of the Osage Beach Commons Community Improvement District have approved and executed the agreement:

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

Section 1. The Mayor is authorized to execute on behalf of the City of Osage Beach, the Osage Beach Commons Community Improvement District Cooperative Agreement as attached or in a form substantially the same and under the terms set forth in the form attached hereto as ("Exhibit A").

Section 2. 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: February 15, 2018 READ SECOND TIME: _____

I hereby certify that Ordinance No.18.10 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.10.

John Olivarri, Mayor

Date

Cynthia Lambert, City Clerk

COOPERATIVE AGREEMENT

among the

CITY OF OSAGE BEACH, MISSOURI,

the

OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT

and

TSG OSAGE BEACH, LLC

dated as of

_____, 2018

EXHIBITS

- A. Legal Description
- B. District Boundary Map
- C. Completion Certificate
- D. Certificate of District Administrative Costs
- E. Project Budget

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2018, among the CITY OF OSAGE BEACH, MISSOURI, a political subdivision of the State of Missouri (“City”), and the OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district (“District”), and TSG OSAGE BEACH, LLC, a Missouri limited liability company (“Developer”) (the City, the District and the Developer are collectively referred to herein as the “Parties” and individually as “Party,” as the context so requires).

RECITALS

WHEREAS, on May 12, 2017, the Petition to Establish the Osage Beach Commons Community Improvement District (“Petition”) was filed with the City Clerk pursuant to Sections 67.1401 through 67.1571 of the Missouri Community Improvement District Act (“Act”); and

WHEREAS, on June 15, 2017, the Board of Aldermen, the governing body of the City, held a public hearing regarding the establishment of the District; and

WHEREAS, on June 29, 2017, the Board of Aldermen adopted Ordinance No. 17.44 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the purpose for the District is to fund and undertake the District Projects and Services; and

WHEREAS, the intended funding mechanism for the District is the Sales Tax to: (a) pay District Project Costs and Services Costs; (b) pay the principal of, premium, if any, and interest on any bonds, notes, or other obligations issued pursuant to the Act to fund the District Project Costs; and (c) pay the District Administrative Costs; and

WHEREAS, the Parties desire to set forth through this Agreement their respective rights and obligations with respect to the District Projects and the Services and the operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

“Act” means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

“Account” means the account established in the name of the District and held by the City as the District’s agent at such bank selected by the City for the deposit of District Revenue and for the payment of District Project Costs, Services Costs and District Administrative Costs.

“Agreement” means this Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms.

“Applicable Laws” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

“Board of Aldermen” means the governing body of the City.

“Board of Directors” means the Board of Directors of the Osage Beach Commons Community Improvement District.

“Budget” means the annual District budget that is prepared in accordance with applicable state laws and the terms of this Agreement.

“Certificate of District Administrative Costs” or “Certificate” means the Certificate of District Administrative Costs in substantially the form attached as Exhibit D requesting payment or reimbursement, as applicable, of District Administrative Costs. A Certificate may be submitted by the Developer by itself, by the District by itself, or jointly by the Developer and the District for payment or reimbursement of District Administrative Costs.

“City” means the City of Osage Beach, a municipal corporation of the State of Missouri.

“City Administrative Fee” means an amount equal to 1% of the Sales Tax collected in the previous month by the City, which the Parties agree is reasonably anticipated to cover the costs incurred by the City in the performance of the City’s administrative duties under this Agreement.

“City Administrative Services” means the services to be provided by the City to the District as specifically described in Section 4.5 of this Agreement.

“City Clerk” means the Clerk of the City.

“City Finance Director” or “Director of Finance” means the Director of Finance for the City.

“City Hall” means the official office of the City located at 1000 City Parkway, Osage Beach, Missouri 65065.

“City Administrator” means the City Administrator of the City.

“City Treasurer” means the Finance Director of the City.

“Costs of Formation” means all costs and expenses incurred to form the District and to negotiate, approve and execute this Agreement, including all work and services performed by consultants for the Developer and the City.

“Demolition” means the demolition and removal of all existing buildings and improvements located on the District Land on the date of this Agreement.

“Developer” means TSG Osage Beach, LLC, a Missouri limited liability company, and its authorized successors and assigns.

“District Administrative Costs” means the amounts incurred by the District for overhead expenses of the District for administration, operation, implementation, collection, and enforcement incurred in connection with the District Revenue. District Administrative Costs include, without limitation, the following: (a) reimbursement of the Developer for Costs of Formation and other costs that are properly reimbursable to the Developer; (b) reimbursement of the Board of Directors for actual expenditures in the performance of duties on behalf of the District as permitted by the District’s bylaws and the Act; and (c) actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with elections, notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, engineering, land use planning, financial auditing services, insurance, administration of the Sales Tax, enforcement and collection of the Sales Tax, and other professional consultants or services.

“District” means the Osage Beach Commons Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

“District Projects” means (1) the Demolition, and (2) the design and construction of the public improvements that are funded by the District, as described in the column titled “CID Allocation” in the Project Budget.

“District Project Costs” means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to performance of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and material men for the District Projects that are performed by or on behalf of the District, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the District Projects, including, but not limited to, the following, but only up to the maximum aggregate amount of Two Million Dollars (\$2,000,000), plus Financing Costs:

- (1) actual and reasonable fees and expenses of land use planners, architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of land use planners, architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and performance of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects; and
- (2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, performance, improvement, and financing of the District Projects and which may lawfully be paid or incurred under the Act.

“District Revenue” means the Sales Tax revenue collected by DOR on behalf of the District and deposited in the Account and such other revenue earned or received by the District from other sources.

“District Land” means the real property within the District legally described in the attached Exhibit A.

“DOR” means the Missouri Department of Revenue.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

“Financing Costs” means those costs incurred as a result of Obligations issued by the District pursuant to the Act, including but not limited to loan fees, capitalized interest, legal fees, financial advisor fees, broker fees or discounts, printing, interest, and other costs related to such financing.

“Indenture” means any bond trust indenture, financing agreement, or other agreement governing the issuance, payment and/or redemption of the Obligations.

“Mayor” means the Mayor of the City.

“Notes” means revenue notes (including any revenue notes issued in substitution or replacement of revenue notes, including any subordinated notes) issued by the District pursuant

to and subject to this Agreement and the resolution of the District authorizing such Note(s), to evidence the District's limited obligation to repay costs which are reimbursable pursuant to this Agreement in accordance with the Act and this Agreement.

"Obligations" means any bonds, Notes, loans, or other obligations issued or obtained by the District and payable from or secured by the portion of District Revenue that is not captured as economic activity taxes under the TIF Act, or such other collateral permitted under the Act for the purpose of financing all or part of the District Project Costs and the District Administrative Costs.

"Project Budget" means the budget for the District Project attached hereto as Exhibit E.

"Sales Tax" means a sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act at a maximum rate of one percent (1.0%).

"Services" means any services authorized to be funded by the Act and approved by the Board of Directors.

"Services Costs" means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to performance of the Services.

"Special Allocation Fund" means the fund established by the City into which, as required by the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other taxing districts, including the District, which are generated by economic activities within the District are to be deposited within the Special Allocation Fund for the TIF Plan.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, RSMo, §§ 99.800 *et seq.*, as amended.

"TIF Agreement" means the Tax Increment Financing Redevelopment Agreement between the City and Developer approved by Ordinance No. 17.63 which was adopted by the Board of Aldermen on September 21, 2017 for the purpose of implementing the TIF Plan, as may be amended.

"TIF Plan" means the Osage Beach Commons Tax Increment Financing Plan approved by Ordinance No. 17.43 adopted by the Board of Aldermen on June 29, 2017, the boundaries of which plan is conterminous with the District Land, as may be amended.

"TIF Revenue" means that portion of the Sales Tax that is subject to capture as Economic Activity Taxes (as defined in the TIF Plan) within the District.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The District acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement with the Developer, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a Fourth-Class City and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its Board of Aldermen, the City Administrator or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. The City acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The City acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement between the District and the Developer, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

Section 2.3. Representations by the Developer. The Developer represents that:

A. The Developer is a Missouri limited liability company, duly organized and existing under the laws of the State of Missouri.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Class A Members, the Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized Manager.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a

breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreements to which the Developer is a party.

D. There is no litigation or proceeding pending or threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The Developer acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The Developer acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement with the District, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

ARTICLE 3: FINANCING IMPROVEMENTS AND SERVICES

Section 3.1. Design and Performance of District Projects.

A. The property necessary for the District Projects is owned by Developer, and thus the District shall not exercise its power of eminent domain to acquire property.

B. The District's primary role is to fund and/or assist in the funding of the District Projects. The District Projects shall be designed and performed by or at the direction of the Developer in accordance with the TIF Agreement, subject to Applicable Laws; the District shall have no obligation to design and perform the District Projects. The Developer shall comply with all Applicable Laws, which may include public bidding, the posting of bonds and the payment of prevailing wages to contractors or subcontractors of the Developer for performance of the District Projects. The Developer shall indemnify and hold harmless the City and the District for any claims for damages resulting to the City or the District from failure of either the Developer or its contractor or subcontractors to comply with Applicable Laws, including, without limitation, posting of bonds and payment of prevailing wages pursuant to Applicable Laws.

C. The Developer shall contract for engineering, survey, planning and other professional service consultants for the design and performance of the District Projects in accordance with the TIF Agreement and Applicable Laws.

D. The Developer shall be responsible for obtaining any inspection and construction management services during performance of the District Projects and shall, among other things, monitor prevailing wage reports submitted by contractors and ensure compliance with state prevailing wage laws, review all invoices and change orders received from contractors and submit them as required by this Agreement to receive reimbursement by the District.

E. The Developer shall, to the extent allowed by law, indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their respective officers, directors, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, losses, expenses, including reasonable attorney's fees and other defense costs, or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, contractors or subcontractors, to the extent such loss or injury occurs during the performance of the District Projects; provided, however, that the Developer need not save harmless the City or the District from claims, demands, losses and expenses arising out of or to the extent caused by the negligence or willful misconduct of the City or its employees or agents, or the District or its directors or agents, respectively.

F. Prior to commencing performance of the District Projects, the Developer or its contractor shall file with the City and the District evidence of liability insurance that is consistent with the requirements of the TIF Agreement.

Section 3.2. Financing the Improvements.

A. The District may issue Obligations to fund all or a portion of the District Project Costs as permitted by Section 67.1491, RSMo.

B. To facilitate formation of the District, the Developer has advanced funds to pay legal and planning costs. The District hereby agrees to reimburse the Developer for Costs of Formation and other District Administrative Costs with the proceeds of the Obligations and other District Revenue. The District shall provide to the City upon request copies of invoices, contracts, and supporting documentation as requested by the City to evidence the amounts to be reimbursed to Developer.

C. The District shall be solely responsible for payment of District Project Costs and Services Costs with the proceeds of Obligations or other District Revenue.

D. The District may issue one or more Notes upon terms and conditions that are consistent with the issuance of Special Allocation Fund Notes as provided in the TIF Agreement. The provisions set forth in the TIF Agreement regarding the procedures, terms and conditions upon which Special Allocation Fund Notes may be issued shall apply to the issuance of Notes by the District.

Section 3.3. Services.

After all District Project Costs are fully reimbursed and after the TIF Plan has been terminated, the District may fund the Services Costs. No District services, other than those covered by the District Administrative Costs, shall be funded by the District until the TIF Plan has been terminated.

Section 3.4. Impact of TIF Plan

A. Where the District overlaps with all or any portion of the TIF Plan redevelopment project area, fifty percent (50%) of the Sales Tax generated within the TIF Plan redevelopment project area will be captured by the TIF Plan as an incremental Economic Activity Tax, as defined in the TIF Plan.

B. Pursuant to Section 99.845.3, RSMo, the District hereby consents to the 50% capture of the Sales Tax as an economic activity tax under the TIF Plan.

Section 3.5. Certificates of Completion. Upon substantial completion of the District Projects, the Developer or the Developer's contractor or engineer shall submit a Certificate of Completion substantially in the form attached hereto as Exhibit C ("Completion Certificate") to the City and the District. The Developer or the Developer's contractor or engineer shall certify that the work described therein has been completed in accordance with this Agreement, and, if applicable, all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements. The City shall, within thirty (30) days following delivery of a Completion Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Completion Certificate. A Completion Certificate shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the work that is the subject thereof, describing such objections and the measures required to correct such objections in reasonable detail.

Section 3.6. Ownership and Maintenance of District Projects. The District's primary role is to fund and/or assist in the funding of the District Projects. Title to the improvements and property funded in whole or in part by the District and which are not transferred to the District shall be leased to the District for the useful life of the improvement, and the maintenance of such improvements shall be governed by the terms of the lease.

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1. Imposition of the Sales Tax. The Board of Directors shall impose the Sales Tax by resolution, subject to approval by the qualified voters within the District in accordance with the Act. The District is authorized to submit the Sales Tax question to the qualified voters within the District and to conduct a mail-in election in coordination with the Camden County Clerk. DOR will collect the Sales Tax as provided in the Act. All District expenditures and payments from District Revenue shall be subject to annual appropriation of the District.

Section 4.2. Administration and Collection of the Sales Tax.

A. DOR will collect the Sales Tax as provided in the Act and deposit monthly collections into the Account pursuant to an agreement between the District and the DOR. The District agrees to perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by the DOR, pursuant to the Act, and subject to this Agreement. The District shall prepare or cause to be prepared financial statements according to generally accepted accounting principles and the Budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws.

B. The District hereby appoints the City as the District's agent to receive and disburse the Sales Tax revenues, subject to this Agreement. As the District's agent, the City shall have the right and obligation to: (i) receive Sales Tax deposits from the DOR into the Account; (ii) maintain the Account for deposit of all District Revenue and pay any reasonable bank fees; and (iii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized District officers for payment of District-approved expenditures.

At any time during the term of the Sales Tax, the District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax. Such actions shall be coordinated with City staff to provide for the proper collection and disbursement of the Sales Tax revenues.

Upon the expiration of the Sales Tax, all funds remaining in the Account shall continue to be used solely in accordance with this Agreement and the Act.

C. The District shall notify the City in writing of each meeting of the Board of Directors by delivering a copy of such notice and an agenda for the noticed meeting by U.S. Postal Service or electronic mail to the City Clerk at the address provided in Section 7.4. All meeting notices shall be posted at City Hall, the District's official office as designated in the District's bylaws.

Section 4.3. Investment of District Revenue. District Revenue on deposit in the Account shall be funds of the District only and shall not be deemed to be City funds. The District Revenues which are Economic Activity Taxes pursuant to the TIF Plan are subject to transfer to the Special Allocation Fund for the TIF Plan in accordance with Section 4.5 of this Agreement to be expended in accordance with the TIF Agreement. The City shall invest the District Revenue on deposit in the Account pursuant to directions of the Board of Directors and in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Account shall be deposited to the credit thereof.

Section 4.4. District Administrative Costs. The City shall pay for the District Administrative Costs from District Revenue. The District Administrative Costs shall be included in the District's annual Budget, as provided in Section 5.1. In the course of performing the City Administrative Services set forth in this Agreement, the City shall not incur District Administrative Costs or other costs for the District or otherwise obligate the District without the

express prior written approval of the District, which approval shall be given only in the District's sole discretion.

Section 4.5. City Administrative Services and City Administrative Fee.

A. The Parties acknowledge that the administrative services to be performed by the City and the District under this Agreement are mutually beneficial and necessary to allow the District to undertake the District Projects and the Services for which it was created.

B. The City shall perform the City Administrative Services as described below:

(i) Administer the Account and receive and disburse the Sales Tax revenues in accordance with the District Budget and other approvals of the District.

(ii) Assist the District regarding notifications to the DOR by utilizing information from new business applications for a City business license within the District. The City and the District shall cooperate to ensure that each such notification to the DOR shall include the: (a) name of the business; (b) address of the business location; (c) state tax identification number of the business; (d) anticipated opening date of the business; and (e) such other information as may be required by the DOR to register the business with the state.

(iii) The City shall keep accurate records of information and documents received or prepared by the City in connection with the District and such records shall be open to the inspection of officers of the District. The City shall provide a copy of monthly Account bank statements to the District's accountant. The District shall arrange for the receipt of sales tax reports from DOR, and such reports shall be provided to the City's Finance Director for use in performing the City Administrative Services. Any District records which are confidential pursuant to Section 32.057, RSMo, shall be obtained by the District from the Missouri Department of Revenue and shall be provided to the City's Finance Director and other authorized persons in a manner that maintains such confidentiality.

C. The City Administrative Fee shall be paid in the order of priority described in Section 4.7.

Section 4.6. Enforcement of the Sales Tax. As provided in the Act and Applicable Laws, the DOR will collect and enforce the Sales Tax. The District and the City agree to cooperate fully with each other, and to offer such assistance to the DOR as the District and the City may each deem necessary or desirable, to facilitate the DOR's collection and enforcement of the Sales Tax. In addition, the District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the Sales Tax and the City agrees to use its reasonable best efforts to collect and enforce the Sales Tax. To the extent required by the DOR, the City may, in its own name or in the name of the District, as appropriate, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the Sales Tax. The District agrees to cooperate fully with the City and to take all action necessary to effect the

substitution of the City for the District, as appropriate, in any such action, lawsuit or proceeding if the City shall so request; provided, however, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's discretion, is not enough to justify an enforcement action. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax pursuant to this Section shall be considered as a District Administrative Cost.

Section 4.7 Distribution of District Revenue.

A. On the fifteenth (15th) day of each calendar month during the term of this Agreement, the City shall distribute the District Revenues remitted by DOR as follows:

- (i) transfer 50% of the Sales Tax revenues to the Special Allocation Fund for distribution in accordance with the TIF Agreement;
- (ii) pay the City Administrative Fee for such period which shall be paid from the portion of the Sales Tax revenues which are not transferred to the Special Allocation Fund;
- (iii) pay the District Administrative Costs from the portion of the Sales Tax revenues which are not transferred to the Special Allocation Fund, including reimbursement to the Developer for District Administrative Costs previously funded by Developer;
- (iv) pay for reimbursement of eligible and approved District Project Costs, including payment of amounts due under Obligations; and
- (v) if the TIF Plan has been terminated, pay for eligible Services Costs.

The City shall provide a written statement to the District of all amounts distributed to the City and to the Special Allocation Fund on a monthly basis. All remaining and accumulating funds in the Account shall be eligible for payment or reimbursement to the Developer and/or the District as provided in this Agreement.

B. The City shall pay the District or the Developer, as applicable for all verified District Administrative Costs pursuant to a completed Certificate of District Administrative Costs submitted to the City by the District and/or the Developer in substantially the form attached hereto as Exhibit D. Notwithstanding anything in this Agreement to the contrary, District Administrative Costs are payable only from District Revenue on hand in the Account and from no other source. In no event will the City appropriate funds from the City's general fund or from any fund other than the Account to pay or reimburse District Administrative Costs. The District and the Developer shall, at the City's request, provide itemized invoices, receipts or other information.

C. A Certificate of District Administrative Costs shall not be presented to the City more than twice per month. The following shall apply to consideration of each Certificate:

(i) The City shall either accept, reject or request more information for each Certificate of District Administrative Costs within thirty (30) days after the submission thereof. The City acknowledges that the funds in the Account are funds of the District and that the City is managing the Account solely on behalf of the District as the District's agent and, therefore, the City's acceptance of a Certificate shall not be unreasonably withheld, conditioned or delayed. If the City determines that any cost identified as a District Administrative Cost is not an eligible District cost under the Act or has been previously reimbursed to the Developer with TIF Revenue pursuant the TIF Agreement, the City shall so notify the Developer and/or the District, as applicable, in writing within such 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer and/or the District, as applicable, shall have the right to appeal to the City. The Developer, the District and the City agree to cooperate and to use good faith efforts to resolve any appeal.

(ii) If the City does not reject the Certificate, identify ineligible costs or request additional information from the Developer and/or the District, as applicable, within the initial 30-day response period, then such Certificate will be deemed approved by the City.

(iii) Each Certificate shall be submitted to the City Treasurer or other City official designated by the City and the City Treasurer or other designated City official is authorized by and on behalf of the City to review and take action with respect to each Certificate as provided in this Agreement.

(iv) The District shall designate authorized check signers for checks written on the Account for payment of District Administrative Costs approved by the District and accepted by the City as provided in this Agreement. Within five (5) business days of acceptance by the City of a District Administrative Cost distribution, the City shall use best efforts to prepare a check, coordinate signature by an authorized District representative, and deliver or mail the check to the proper payee. If necessary to avoid any Party incurring interest or late payment penalty costs or violating any contractual or payment obligation, the Parties agree to fully cooperate with each other and to use best efforts to expedite the District Administrative Cost distribution and payment process.

Section 4.8. Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Annual Budget, Annual Financial Report, Annual Report, and Obligations.

A. The District's fiscal year shall begin on January 1 and end on December 31 in each year that the District remains in existence. Not earlier than 180 days and not later than 90 days before the first day of each fiscal year, the District shall prepare, or cause to be prepared, a Budget for capital and operating expenses for the next succeeding fiscal year. Each Budget and

any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The Budget shall include the City Administrative Fee and that portion of the Sales Tax captured by the TIF Plan. The Board of Directors shall hold an annual meeting and adopt an annual Budget not later than 30 days before the first day of each fiscal year. The District shall provide a copy of the approved Budget to the City Treasurer.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor as required by law. The District shall provide a copy of the annual financial report to the City.

C. Within 120 days after the end of each fiscal year, the District shall submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made during such fiscal year, together with copies of written resolutions adopted by the Board of Directors during the fiscal year. The City agrees to fully cooperate with the District and to assist the District in the preparation of the annual report.

D. The Obligations shall be the special obligation of the District. The Obligations shall not be debt of the State of Missouri, as that term is used and defined in the Constitution and state statutes, or any agency or political subdivision of the state.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default. If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for thirty (30) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by a Party, or any successor, the defaulting or breaching Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and

continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the Sales Tax as provided in Section 4.9, and the termination of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Immunities. No recourse shall be had for (1) the payment of the principal, interest, or Financing Costs of any Obligations issued by the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City, the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States Certified Mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service that provides proof of delivery, charges prepaid, in either event addressed as hereinafter specified. Electronic mail address for the city clerk is provided solely for purposes of providing notice of a meeting of the Board of Directors of the District as required by Section 4.2.C.

Any notice to City shall be addressed to:

City Administrator
 City of Osage Beach, Missouri
 City Hall
 1000 City Parkway
 Osage Beach, Missouri 65065

City Clerk
 City of Osage Beach, Missouri
 City Hall
 1000 City Parkway
 Osage Beach, Missouri 65065
clambert@osagebeach.org

With a copy to:

Special Legal Counsel
 Gilmore & Bell, P.C.
 2405 Grand, Suite 1100
 Kansas City, Missouri 64108
 Attention: David W. Bushek

Any notice to the District shall be addressed to:

Osage Beach Commons Community Improvement District
 c/o TSG Osage Beach, LLC
 2127 Innerbelt Business Center Drive
 Suite 310
 St. Louis, Missouri 63114
 Attention: Michael Staenberg

With a copy to:

Doug Stone
 Lewis Rice, LLC
 1010 Walnut, Suite 500
 Kansas City, MO 64106

Any notice to the Developer shall be addressed to:

TSG Osage Beach, LLC
 2127 Innerbelt Business Center Drive
 Suite 310
 St. Louis, Missouri 63114
 Attention: Michael Staenberg

With a copy to:

TSG Osage Beach, LLC
 2127 Innerbelt Business Center Drive
 Suite 310
 St. Louis, Missouri 63114
 Attention: General Counsel

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Camden County Circuit Court.

Section 7.6. Representatives of City and District Not Personally Liable. No official, agent, employee, or representative of any Party shall be personally liable to any other Party, in the event of default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties.

Section 7.9. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Administrator or his/her designee without the necessity of any action by the Board of Aldermen. The City Administrator, at his/her discretion, may seek the advice or consent of the Board of Aldermen for any requested approval.

Section 7.11. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by joint action of (1) the Chairman or his/her designee, and (2) the District Manager or his/her designee, without the necessity of any

action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12. Developer Approvals. Unless specifically provided to the contrary herein, all approvals of the Developer hereunder may be given by the Manager of the Developer or his/her designee without the necessity of any action by the members of the Developer.

Section 7.13. Recording. The District may record this Agreement with the Camden County Recorder of Deeds within thirty (30) days of the Parties' executing this Agreement and the Parties shall share equally the recording fees.

Section 7.14. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties; provided, however, that Developer shall have the right at any time and from time to time without the consent of (but with notice to) the City or the District to assign this Agreement and/or any Notes as collateral security to a lender providing financing for the performance of the District Projects.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the District, the Developer and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF OSAGE BEACH, MISSOURI

By: _____
Jeana Woods, City Administrator

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss
COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared Jeana Woods, City Administrator of the City of Osage Beach, Missouri, known to me to be the person who executed the Cooperative Agreement on behalf of the City of Osage Beach, Missouri and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

Notary Public

My Commission Expires:

DISTRICT:

OSAGE BEACH COMMONS
COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Chairman

ATTEST:

_____, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the Osage Beach Commons Community Improvement District, known to me to be the person who executed the Cooperative Agreement on behalf of the Osage Beach Commons Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

Notary Public

My Commission Expires:

DEVELOPER:

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared _____, the Manager of TSG Osage Beach, LLC, known to me to be the person who executed the Cooperative Agreement on behalf of TSG Osage Beach, LLC and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

Notary Public

My Commission Expires:

EXHIBIT A**LEGAL DESCRIPTION OF DISTRICT LAND**

A tract of land being all of Lots 1 & 4 of Craig's Subdivision as recorded in Plat Book 50 Page 42 and part of Lots 9, 10 and 19 of Tuttle's Acreages as recorded in Plat Book 2 Page 48 all located in the Southwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West of the 5th P.M. City of Osage Beach, Camden County, Missouri and being more particularly described as follows:

Beginning at the Northeast Corner of above mentioned Lot 4 of Craig's Subdivision; thence along the East line of said Lot 4 and the East line of a tract of land now or formerly conveyed to Melton per Deed Book 765 Page 636 the following courses and distances S00°00'00"W 175.19 feet; thence S00°03'04"W 554.79 feet to the North right of way line of U.S. Highway 54; thence along said North right of way line the following courses and distances S89°25'06"W 690.57 feet; thence S57°33'42"W 42.36 feet; thence departing said North right of way line S87°37'45"W 125.49 feet to the Northeast right of way line of Lake Road 54-29 (AKA Passover Road); thence along said Northeast right of way line N17°53'44"W 426.01 feet to the Southeast right of way line of Osage Beach Parkway; thence along said southeast right of way line the following courses and distances N38°08'16"E 412.25 feet; thence N42°43'26"E 127.71 feet to the Northwest Corner of above mentioned Lot 1 of Craig's Subdivision; thence along the North and East lines of said Lot 1 the following courses and distances N89°28'34"E 139.67 feet; thence S00°31'26"E 239.11 feet to the Southeast Corner of said Lot 1; thence along the South line of Lots 2 & 3 of said Craig's Subdivision N89°31'59"E 375.00 feet to the Southeast corner of said Lot 3, said point also being the Southwest corner of above mentioned Lot 1 of Craig's Subdivision; thence along the West and North lines of said Lot 1 the following courses and distances N00°31'26"W 217.85 feet; thence S60°34'55"E 31.58 feet; thence along a curve to the left having a radius of 199.00 feet, an arc length of 104.03 feet the chord of which bears S75°17'16"E 102.85 feet to the point of beginning and containing 13.70 acres more or less.

EXHIBIT B

DISTRICT BOUNDARY MAP

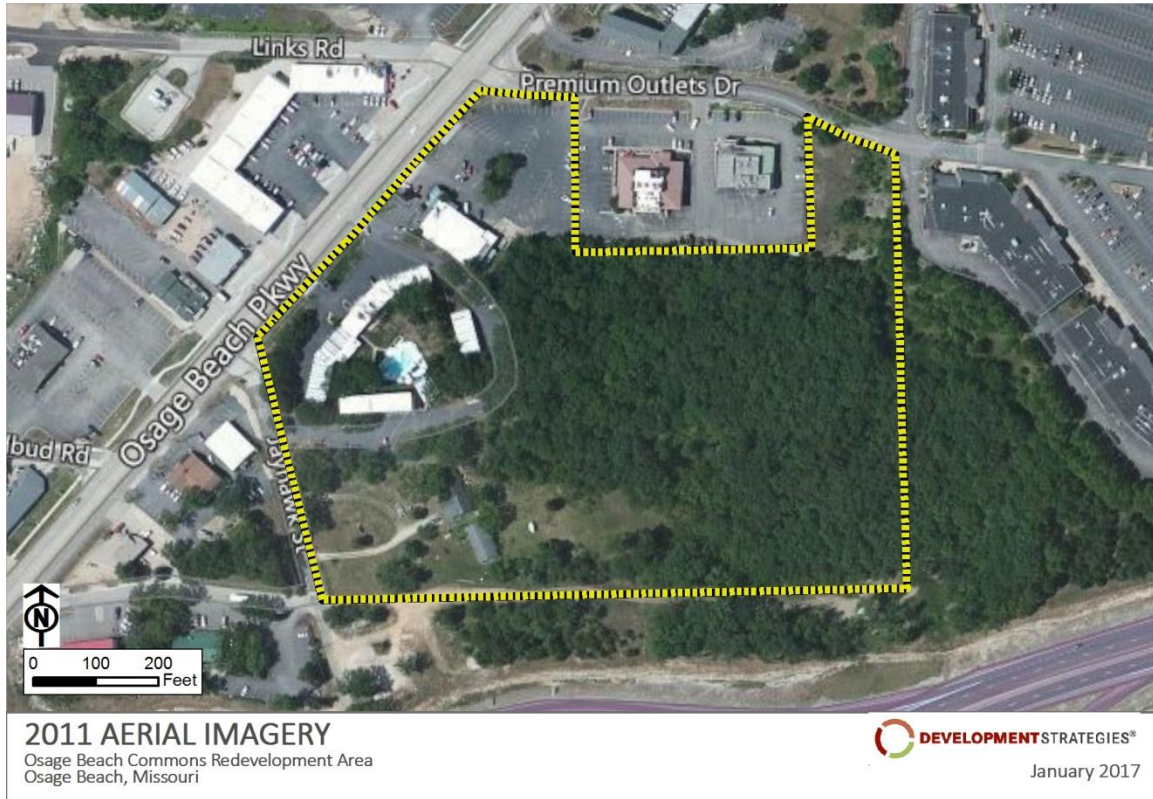


EXHIBIT C**FORM OF CERTIFICATE OF COMPLETION****CERTIFICATE OF COMPLETION**

To: City Administrator, City of Osage Beach, Missouri

Copy: Chairman, Osage Beach Commons Community Improvement District

Re: Completion of Osage Beach Commons Community Improvement District Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2018 (the "Agreement") among the City of Osage Beach, the Osage Beach Commons Community Improvement District and TSG Osage Beach, LLC. In connection with the Agreement, the undersigned hereby states and certifies that:

1. The District Projects which are described in Attachment 1 to this Certificate have been completed in accordance with the Agreement, and, if applicable, all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

Acceptance of District Projects as described in Attachment 1 this ____ day of _____, 20____:

RECOMMENDATION BY PUBLIC WORKS DEPARTMENT

By: _____

Name: _____

Title: _____

APPROVAL BY CITY ADMINISTRATOR (OR BOARD OF ALDERMEN)

By: _____

Name: _____

Title: _____

EXHIBIT D**FORM OF CERTIFICATE OF DISTRICT ADMINISTRATIVE COSTS****CERTIFICATE OF DISTRICT ADMINISTRATIVE COSTS**

To: City Administrator, City of Osage Beach, Missouri

Copy: Chairman, Osage Beach Commons Community Improvement District
Developer, TSG Osage Beach, LLC

Re: Certification of Osage Beach Commons CID District Administrative Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2018 (the "Agreement") among the City of Osage Beach, Missouri, the Osage Beach Commons Community Improvement District ("District"), and TSG Osage Beach, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a District Administrative Cost and was incurred in connection with the formation of the District, operation of the District, or performance of the District Projects or District Services.

2. These District Administrative Costs have been either incurred by the District or by the Developer and are payable or reimbursable, as applicable, under the Agreement and, to the knowledge of the District and the Developer, the Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Sales Tax or TIF Revenue, and no part thereof has been included in any other certificate for reimbursement previously filed with the City.

4. There has not been filed with or served upon the District or the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the respective knowledge of the District and the Developer, as applicable, are in full force and effect.

7. To the respective knowledge of the District and the Developer, as applicable, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

9. To the knowledge of the District, the District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the District under the Agreement.

10. To the knowledge of the District, all of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

11. To the knowledge of the Developer, all of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

OSAGE BEACH COMMONS COMMUNITY
IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20____:

FINANCE DEPARTMENT, CITY OF OSAGE BEACH, MISSOURI AS THE AGENT OF
THE OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

SCHEDULE 1 TO PAYMENT OR REIMBURSEMENT CERTIFICATE

Itemization of District Administrative Costs (specify if incurred by District or Developer)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EXHIBIT E
PROJECT BUDGET

[See attached]

Osage Beach Commons
Osage Beach, MO
Development Budget

Updated Date: 08.14.17

		SOFT COST		
		Land Interest (15 Months @ 4.00%)	188,113	188,113
		Construction Interest (9 Months @ 4.00%)	340,000	340,000
		Point Fee Construction Loan (Points)	120,811	120,811
		Loan Closing Costs, Bank Fees, & Bank Inspections	25,000	25,000
		Appraisal	7,500	7,500
		Survey	15,000	15,000
		Title Insurance	30,000	30,000
		Builder's Risk & General Liability Insurance	50,000	50,000
3.00		Architect - Mini Anchors	175,200	175,200
4.00		Architect - Small Shops	70,400	70,400
		Architect - Other/Entitlements	25,000	25,000
		Landscape Architect/Entitlements	20,000	20,000
		Engineering - Civil	150,000	150,000
		Environmental	5,000	5,000
		Traffic Engineer	15,000	15,000
		Construction Manager	6,000	6,000
		Construction Staking	50,000	50,000
		Construction Testing	18,000	18,000
18 @ \$1,000		Soil Borings	18,000	18,000
		Soils - Compaction Testing	50,000	50,000
		Soils - Construction Observations	50,000	50,000
		Inspections - Building & Materials	30,000	30,000
		Legal Fees - Public Financing	30,000	30,000
		Blight Study/Public Financing	35,000	35,000
		Permits & Fees	38,000	38,000
		Real Estate Taxes	25,000	25,000
		Office Overhead	316,616	316,616
		Travel	20,000	20,000
1.0%		Contingency	19,236	19,236
Total Soft Costs		1,942,876	391,700	1,380,376
Total Budget Before Fees		24,212,249	5,575,573	14,507,776
		PROJECT FEES		
		Leasing Fee - Tenant Brokerage	418,200	418,200
		Leasing Fee - Landlord Brokerage	378,400	378,400
		Development Fee	262,000	262,000
Total Project Fees		1,058,600	0	1,058,600
Total Budget		25,270,849	5,575,573	15,566,376
		TENANT INTERIOR FINISH COSTS		
Sq. Ft.	Cost	Anchor (RBTS)	1,650,000	1,650,000
55,000	\$30.00	Junior Anchors	1,168,000	1,168,000
58,400	\$20.00	Small Shops	880,000	880,000
17,600	\$50.00	Outlot Finish (Includes Site Work)	1,500,000	1,500,000
2,500		Total Tenant Interior Finish Costs	5,198,000	5,198,000
Total Budget (With Tenant Interior Finishes)		30,468,849	5,575,573	20,764,376
Maximum TIF Per City Policy (15% of Total Cost)			4,570,327	
Total Reimbursable Amount			4,550,000	2,000,000
Total Non-Reimbursable Amount				23,918,849

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/16/18**Agenda Item Title:**

Bill 18-11 - An ordinance of the City of Osage Beach, Missouri, amending Section 325.060 relating to traveling through roundabouts and designating roundabouts by adding a new designation to subsection F.

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director**Requested Action:**

- ☐ Motion to Approve
- ☒ First Reading of Bill # 18-11
- ☐ Second Reading of Bill # _____
- ☐ Resolution # _____

- ☐ Proclamation
- ☐ Public Hearing
- ☐ Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-11 *Addition to bill in BOLD*

Department Comments and Recommendation:

This is to add the Nichols Road Roundabout to the list of roundabouts in our City Code.

Addition listed in BOLD on Bill 18-11.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

I concur with the Public Works Director's recommendation.

BILL NO. 18-11

ORDINANCE NO. 18.11

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 325.060 RELATING TO TRAVELING THROUGH ROUNDABOUTS AND DESIGNATING ROUNDABOUTS BY ADDING A NEW DESIGNATION TO SUBSECTION F.

Whereas, the Board of Aldermen finds that public safety requires an ordinance to govern traffic movement at the new traffic roundabout intersections.

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

Section 1. Amending Section 325.060 of Chapter 325 Title III the Traffic Code of the City of Osage Beach Code of Ordinances is hereby enacted to read as follows:

Section 325.060. Roundabout Islands and Intersections.

- A. No person shall drive past a roundabout island except to the right of such island.
- B. Every vehicle, upon approaching a roundabout, shall yield to vehicles within, or partially within, the roundabout
- C. Drivers entering or leaving a roundabout are excused from the signaling requirements of Section 340.190.
- D. No driver of a vehicle shall overtake or pass or attempt to overtake or pass any other vehicle proceeding in the same direction within a single lane roundabout.
- E. No vehicle shall park, stop, or stand in a roundabout at any time
- F. The following intersections are designated as Roundabouts:
 - 1. State Highway KK and Burton Duenke Lane
 - 2. Passover Road at Wilson Drive, Wyrick Drive and Mill Lane
 - 3. Nichols Road at Hospital Drive.**

Section 2. Severability

The chapter, 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 decree 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. This Ordinance shall be in full force and effect upon the date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.11 was duly passed on _____ 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE the above ordinance 18.11.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/19/18**Agenda Item Title:**

Bill 18-12 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 5, Table I, and Drawings No. V-2, V-4, and V-9, Street and Roadway Design Criterion

Presented by: *(Name/Title)* Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-12☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe)

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

No

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☒

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-12, Drawing No V-2, V-4, V-9, and Table I - Street and Roadway Design Criterion, Traffic Counts

Department Comments and Recommendation:

The City's Design Guidelines provide developers and City Staff on infrastructure standards. We discussed making changes to the street standards in particular sidewalks at the September 21, 2017 Board of Aldermen Meeting. There are two proposed changes that we are requesting based upon the discussion at the September 21 Meeting.

- 1) Sidewalk width - Drawing V-2, and V-4 show the sidewalk width being 5 feet wide. There is a statement on the drawing that Sidewalks must meet ADA requirements if ADA standards change.
- 2) Mailboxes - we have included a detail V-9 that shows how mailboxes shall be installed in areas with sidewalks.

An additional requested change is where sidewalks are required. Discussions have been ongoing with Alderman Marose and Alderman Ross about sidewalks. One of the options that have been explored is relating vehicle traffic counts to sidewalk need. We have looked at the traffic counts on various streets and attached are the results. After reviewing the data, we recommend only requiring sidewalks on streets with 400 ADT (Average Daily Traffic) or more. The lower traffic volumes we feel don't warrant the necessity of a sidewalk.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

The proposed changes were presented to the Planning Commission on February 13, 2018; the Commission recommended approval.

I concur with the recommendation from the Public Works Director.

BILL NO. 18-12

ORDINANCE NO. 18.12

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 5, TABLE I, AND DRAWINGS NO. V-2, V-4, AND V-9, STREET AND ROADWAY DESIGN CRITERION

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the section entitled Osage Beach Design Guidelines Section 5, Table I, Street and Roadway Design Criterion, is hereby amended as indicated on the attached Exhibit A (Drawing Numbers V-2, V-4, V-9 and Table I).

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.12 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

Bill No. 18-12
Page 2

Ordinance No. 18.12

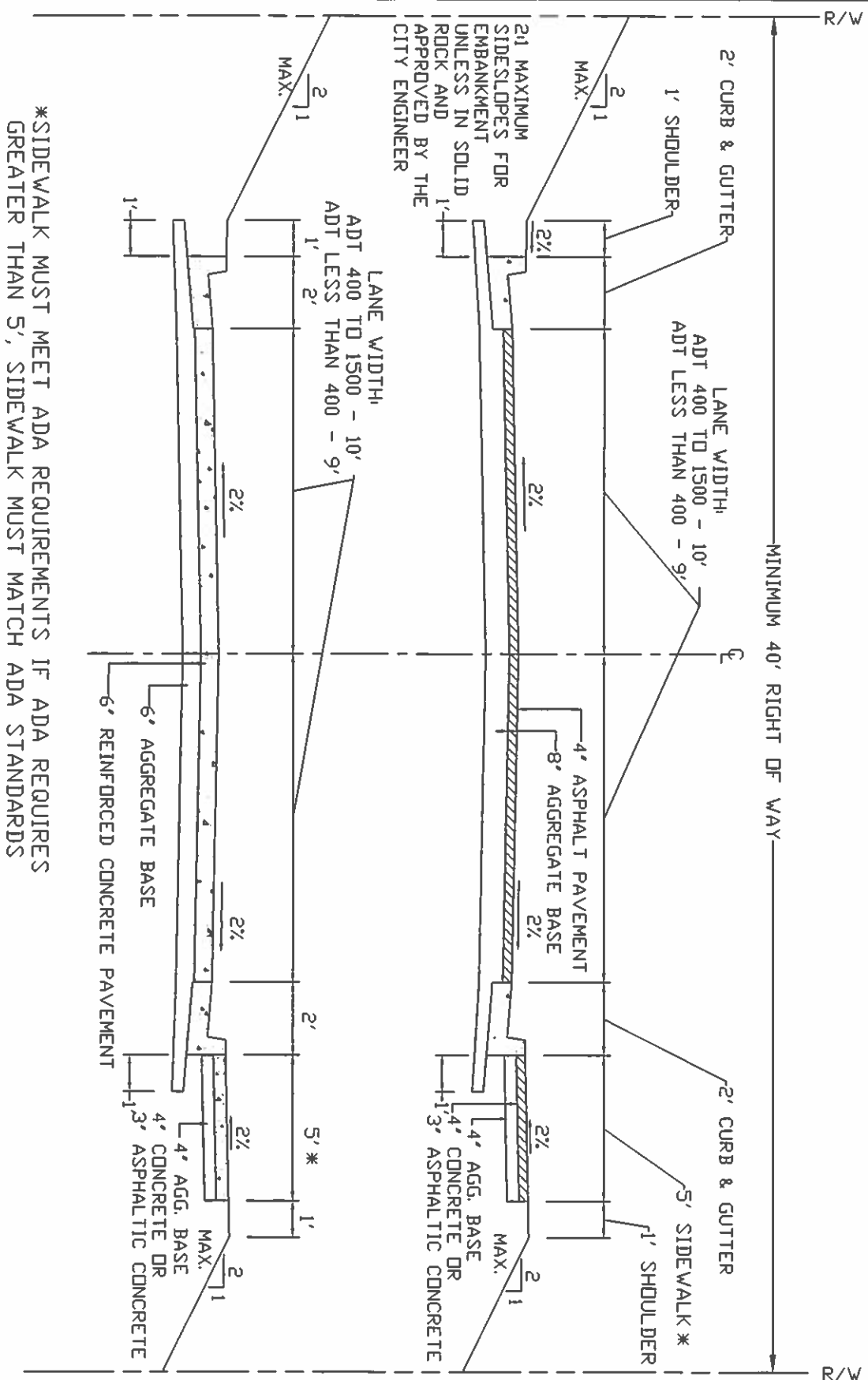
I hereby approve Ordinance No. 18.12.

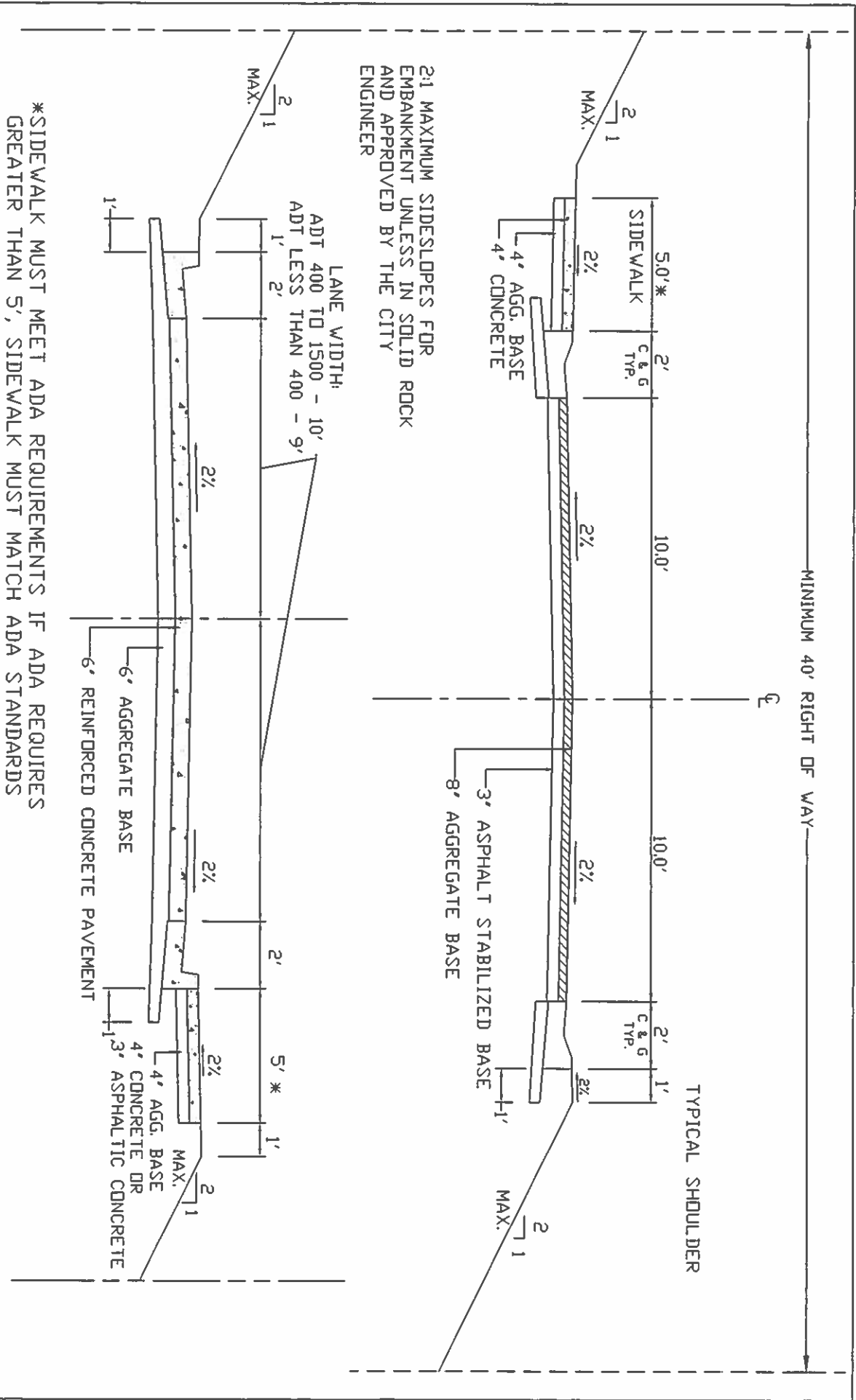
Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

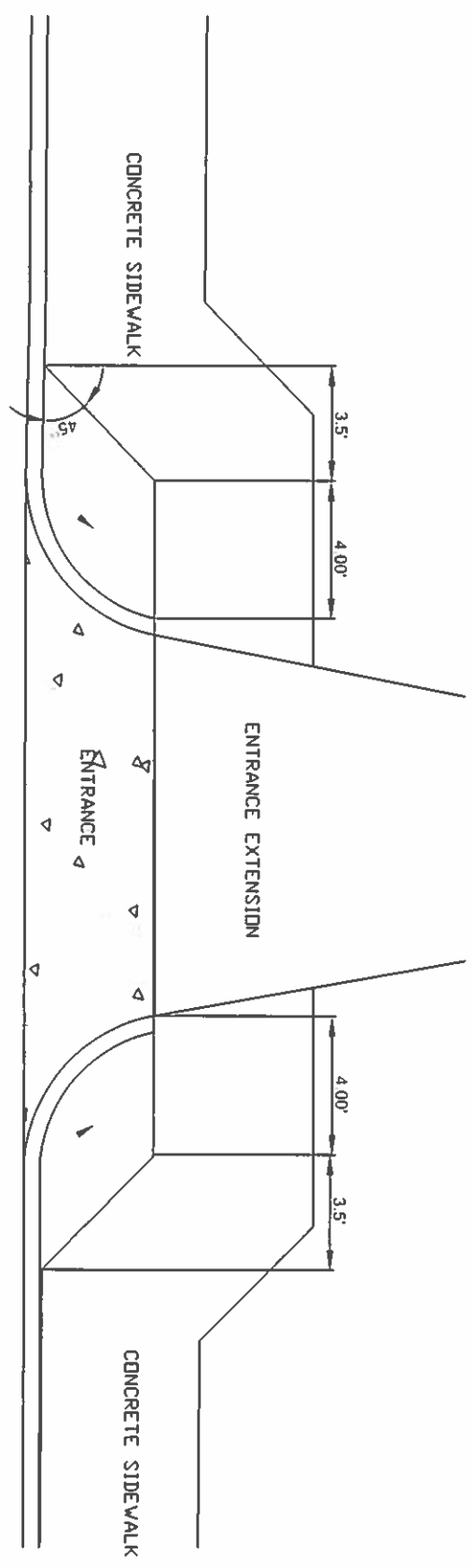




*SIDEWALK MUST MEET ADA REQUIREMENTS IF ADA REQUIRES GREATER THAN 5', SIDEWALK MUST MATCH ADA STANDARDS

2:1 MAXIMUM SIDESLOPES FOR EMBANKMENT UNLESS IN SOLID ROCK AND APPROVED BY THE CITY ENGINEER

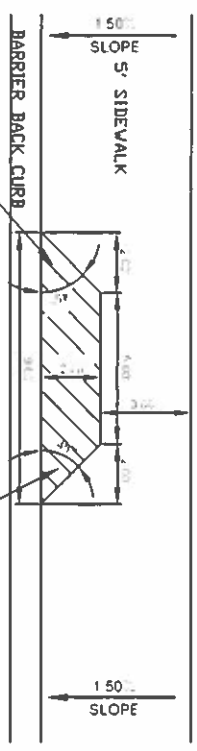
Date Revised: JUNE 2017	CITY OF OSAGE BEACH TYPICAL SECTION		Design Guideline: SECTION 5
By: MLM	LOCAL STREET		ROADS, STREETS AND PARKING AREAS
Checked By: NE	400 TO 1500 ADT OR ADT < 400		Drawing No. V-4



2' BROVN
LANDSCAPE ROCK

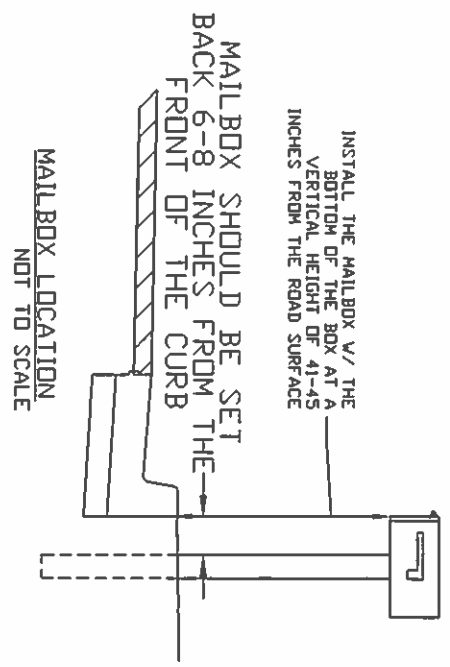
ENTRANCE
ACCOMMODATIONS FOR
A MAILBOX ALONG SIDEWALK
NOT TO SCALE

2' BROVN
LANDSCAPE
RDCK



ENTRANCE
ACCOMMODATIONS FOR
A MAILBOX ALONG SIDEWALK
NOT TO SCALE

INSTALL MAILBOX ACCORDING
TO MAILBOX LOCATION DETAIL



Date Revised:
JUNE 2017

By:
MLM

Checked By:
NE

CITY OF OSAGE BEACH
TYPICAL SIDEWALK SECTION
MAILBOX ACCOMMODATIONS

Design Guideline:
SECTION 5

ROADS, STREETS AND
PARKING AREAS

Drawing No.
V-9

Design Guidelines
City of Osage Beach
SECTION 5 - ROADS, STREETS AND PARKING AREAS

TABLE 1 - STREET AND ROADWAY DESIGN CRITERION

DESIGN CRITERION	ARTERIAL			COLLECTOR			LOCAL STREET			ONE WAY	
	Over 50,000 ADT	10,000 to 50,000 ADT	5000 to 10,000 ADT	Over 3000 ADT	1500 to 3000 ADT	Over 1500 ADT	400 to 1500 ADT	1500 ADT	Less Than 400 ADT	Less Than 400 ADT	Less Than 400 ADT
Design Speed (mph)	MODOT	45	35	25	25	25	15	10	10	10	10
No. of Lanes	MODOT	3 to 5	2	2	2	2	2	2	2	1	1
Width of Lane (ft)	MODOT	12	12	12	12	12	10	9	14	14	14
Minimum Curve Radius (ft)	MODOT	730	420	205	165	165	100	45*	45*	45*	45*
Maximum Super Elevation	MODOT	4%	4%	4%	0	0	0	0	0	0	0
Minimum Curve Widening, (ft) Vehicle Type WB-50	MODOT	2	4.5	7	8	8	8	5**	5**	5**	5**
Minimum Intersection Inside Curb Radius	MODOT	70	50	50	30	30	30	30	30	30	30
Maximum Grade	MPDOT	8%	12%	12%	12%	15%	15%***	15%***	15%***	15%***	15%***
Max. K Value	MODOT	61	29	29	19	12	12	3	3	3	3
Minimum Sight Distance	MODOT	360	250	155	155	155	100	80	80	80	80
Structural Cross Section	MODOT	4" AC Pave 12" AB	4" AC Pave 12" AB	4" AC Pave 12" AB	4" AC Pave 12" AB	3" AC Pave 12" AB	3" AC Pave 8" AB	3" AC Pave 8" AB	3" AC Pave 8" AB	3" AC Pave 8" AB	3" AC Pave 8" AB
Curb & Gutter	MODOT	Optional	Required	Required	Required	Required	Required	Required	Required	Required	Required
Sidewalk	MODOT	Both Sides	Both Sides	Both Sides	Both Sides	One Side	One Side	NO	NO	NO	NO

*** Steeper grades with approval of Board of Aldermen

** Two-way streets only - see above

AC Pave = Asphaltic Concrete Pavement

AB = Aggregate Base Course

COMBINED - Southbound, Northbound
Report for 11/3/2017 2:30:00 PM to Midnight

Vehicles	Peak Periods	
	AM	PM
297	Time -	Time 03:30
	Count -	Count 86
	PHF -	PHF 0.860

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	69	46	88	73	19	2	0	0	0	0	0	0	0	0
Percent	23.2	15.5	29.6	24.6	6.4	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	228	182	94	21	2	0	0	0	0	0	0	0	0	0
Percent	76.8	61.3	31.6	7.1	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	0	0	0	22	22	23	28	30	31					

Average 20
(Mean)

Pace Speed 21-30

Number in 161

Pace

Percent in 54.2

Pace

City of Osage Beach *Deer Run*
 1000 City Parkway
 Osage Beach, MO 65065

Latitude: 0° 0.0000 South
 Longitude: 0° 0.0000 East

COMBINED - Southbound, Northbound
 Report for Saturday, November 04, 2017

Vehicles	Peak Periods			
	AM		PM	
	Time	10:15	Time	12:15
579	Count	74	Count	57
	PHF	0.841	PHF	0.838

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	29	103	228	184	35	0	0	0	0	0	0	0	0	0
Percent	5.0	17.8	39.4	31.8	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	550	447	219	35	0	0	0	0	0	0	0	0	0	0
Percent	95.0	77.2	37.8	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	15	18	19	23	24	24	29	29	31					

Average 24
 (Mean)

Pace Speed 20-29
 Number in 428
 Pace
 Percent in 73.9
 Pace

COMBINED - Southbound, Northbound
 Report for Sunday, November 05, 2017

Vehicles	Peak Periods			
	AM		PM	
384	Time	09:45	Time	12:15
	Count	43	Count	58
	PHF	0.632	PHF	0.853

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	9	48	132	162	32	1	0	0	0	0	0	0	0	0
Percent	2.3	12.5	34.4	42.2	8.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	375	327	195	33	1	0	0	0	0	0	0	0	0	0
Percent	97.7	85.2	50.8	8.6	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	19	21	25	26	26	29	30	32					

Average 25
 (Mean)

Pace Speed 21-30
 Number in 294
 Pace
 Percent in 76.6
 Pace

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

Latitude: 0° 0.0000 South
 Longitude: 0° 0.0000 East

COMBINED - Southbound, Northbound
 Report for Monday, November 06, 2017, Midnight to 03:06 PM

Vehicles	Peak Periods			
	AM		PM	
	Time	08:00	Time	12:15
254	Count	39	Count	51
	PHF	0.750	PHF	0.911

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	13	26	67	112	31	5	0	0	0	0	0	0	0	0
Percent	5.1	10.2	26.4	44.1	12.2	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	241	215	148	36	5	0	0	0	0	0	0	0	0	0
Percent	94.9	84.6	58.3	14.2	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	15	18	20	26	26	27	30	31	33					

Average 25
 (Mean)

Pace Speed 21-30
 Number in 179
 Pace
 Percent in 70.5
 Pace

City of Osage Beach STEWART

1000 City Parkway
Osage Beach, MO 65065

Page 1

Date Start: 08-Nov-17

Date End: 13-Nov-17

Latitude: 0' 0.0000 South

Longitude: 0' 0.0000 East

Start Time	06-Nov-17 Mon	07-Nov-17 Tue	08-Nov-17 Wed	09-Nov-17 Thu	10-Nov-17 Fri	Weekday Average	11-Nov-17 Sat	12-Nov-17 Sun
12:00 AM	.	.	.	4	2	3	5	2
01:00	.	.	.	16	0	8	5	3
02:00	.	.	.	7	6	6	4	3
03:00	.	.	.	0	0	0	5	5
04:00	.	.	.	2	1	2	4	1
05:00	.	.	.	5	3	4	2	2
06:00	.	.	.	17	9	13	5	8
07:00	.	.	.	13	25	19	8	2
08:00	.	.	.	10	8	9	13	4
09:00	.	.	14	17	15	15	15	12
10:00	.	.	13	37	13	21	22	7
11:00	.	.	20	9	20	16	24	12
12:00 PM	.	.	24	16	25	22	19	24
01:00	.	.	21	20	30	24	12	23
02:00	.	.	19	19	39	26	21	14
03:00	.	.	32	57	28	39	35	22
04:00	.	.	38	26	34	33	30	31
05:00	.	.	21	30	34	28	18	18
06:00	.	.	22	33	30	28	22	28
07:00	.	.	16	8	25	16	18	14
08:00	.	.	9	10	9	9	15	20
09:00	.	.	8	9	10	9	18	21
10:00	.	.	7	11	14	11	9	15
11:00	.	.	2	5	11	6	4	2
Total	0	0	266	381	391		333	293
Percentage	0.0%	0.0%	72.5%	103.8%	106.5%		90.7%	79.8%
AM Peak	-	-	11:00	10:00	07:00	-	11:00	09:00
Vol.	-	-	20	37	25	-	24	12
PM Peak	-	-	16:00	15:00	14:00	-	15:00	16:00
Vol.	-	-	38	57	39	-	35	31

City of Osage Beach

STEWART

Page 2

1000 City Parkway
Osage Beach, MO 65065

Date Start: 08-Nov-17

Date End: 13-Nov-17

Latitude: 0' 0.0000 South

Longitude: 0' 0.0000 East

Start Time	13-Nov-17 Mon	14-Nov-17 Tue	15-Nov-17 Wed	16-Nov-17 Thu	17-Nov-17 Fri	Weekday Average	18-Nov-17 Sat	19-Nov-17 Sun
12:00 AM	9	.	.	.	.	9	.	.
01:00	2	.	.	.	.	2	.	.
02:00	0	.	.	.	.	0	.	.
03:00	1	.	.	.	.	1	.	.
04:00	4	.	.	.	.	4	.	.
05:00	2	.	.	.	.	2	.	.
06:00	8	.	.	.	.	8	.	.
07:00	21	.	.	.	.	21	.	.
08:00	16	.	.	.	.	16	.	.
09:00	17	.	.	.	.	17	.	.
10:00	11	.	.	.	.	11	.	.
11:00	7	.	.	.	.	7	.	.
12:00 PM	.	.	.	.	.	.	.	.
01:00	.	.	.	.	.	.	.	.
02:00	.	.	.	.	.	.	.	.
03:00	.	.	.	.	.	.	.	.
04:00	.	.	.	.	.	.	.	.
05:00	.	.	.	.	.	.	.	.
06:00	.	.	.	.	.	.	.	.
07:00	.	.	.	.	.	.	.	.
08:00	.	.	.	.	.	.	.	.
09:00	.	.	.	.	.	.	.	.
10:00	.	.	.	.	.	.	.	.
11:00	.	.	.	.	.	.	.	.
Total	98	0	0	0	0		0	0
Percentage	100.0%	0.0%	0.0%	0.0%	0.0%		0.0%	0.0%
AM Peak	07:00	.	.	.	.	.	.	.
Vol.	21	.	.	.	.	.	.	.
PM Peak	.	.	.	.	.	.	.	.
Vol.	.	.	.	.	.	.	.	.
Total		0	266					

COMBINED - Westbound, Eastbound
Report for 11/16/2017 8:28:00 AM to Midnight

Vehicles	Peak Periods			
	AM		PM	
500	Time	10:45	Time	12:00
	Count	52	Count	49
	PHF	0.765	PHF	0.817

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	71	156	217	56	0	0	0	0	0	0	0	0	0	0
Percent	14.2	31.2	43.4	11.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	429	273	56	0	0	0	0	0	0	0	0	0	0	0
Percent	85.8	54.6	11.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	12	14	16	20	21	22	25	26	27					

Average 20
(Mean)

Pace Speed 16-25
Number in 373
Pace
Percent in 74.6
Pace

COMBINED - Westbound, Eastbound
 Report for Friday, November 17, 2017

Vehicles	Peak Periods			
	AM		PM	
682	Time	07:30	Time	02:00
	Count	49	Count	75
	PHF	0.875	PHF	0.893

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	108	196	295	80	3	0	0	0	0	0	0	0	0	0
Percent	15.8	28.7	43.3	11.7	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	574	378	83	3	0	0	0	0	0	0	0	0	0	0
Percent	84.2	55.4	12.2	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	11	14	15	21	21	22	25	26	27					

Average 20
 (Mean)

Pace Speed 17.26
 Number in 496
 Pace
 Percent in 72.7
 Pace

COMBINED - Westbound, Eastbound
Report for Saturday, November 18, 2017

Vehicles	Peak Periods			
	AM		PM	
	Time	10:00	Time	01:30
533	Count	53	Count	58
	PHF	0.697	PHF	0.659

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	80	142	232	78	1	0	0	0	0	0	0	0	0	0
Percent	15.0	26.6	43.5	14.6	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	453	311	79	1	0	0	0	0	0	0	0	0	0	0
Percent	85.0	58.3	14.8	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	12	14	15	21	22	22	25	26	28					

Average 21
(Mean)

Pace Speed 18-27
Number in 388
Pace
Percent in 72.8
Pace

COMBINED - Westbound, Eastbound
 Report for Sunday, November 19, 2017

Vehicles	Peak Periods			
	AM		PM	
	Time	11:15	Time	04:45
450	Count	47	Count	47
	PHF	0.904	PHF	0.839

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	49	111	209	77	4	0	0	0	0	0	0	0	0	0
Percent	10.9	24.7	46.4	17.1	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	401	290	81	4	0	0	0	0	0	0	0	0	0	0
Percent	89.1	64.4	18.0	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	14	15	17	22	22	23	26	27	28					

Average 21
 (Mean)

Pace Speed 18-27
 Number in 335
 Pace
 Percent in 74.4
 Pace

COMBINED - Westbound, Eastbound
Report for Monday, November 20, 2017

Vehicles	Peak Periods			
	AM		PM	
	Time	07:00	Time	01:30
619	Count	62	Count	63
	PHF	0.816	PHF	0.926

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	80	148	281	105	5	0	0	0	0	0	0	0	0	0
Percent	12.9	23.9	45.4	17.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	539	391	110	5	0	0	0	0	0	0	0	0	0	0
Percent	87.1	63.2	17.8	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	0	14	16	22	22	23	26	27	28					

Average 21
(Mean)

Pace Speed 18-27
Number in 452
Pace
Percent in 73.0
Pace

COMBINED - Westbound, Eastbound
Report for Tuesday, November 21, 2017, Midnight to 10:41 AM

Vehicles	Peak Periods			
	AM		PM	
	Time	07:15	Time	-
189	Count	55	Count	-
	PHF	0.982	PHF	-

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	34	57	67	31	0	0	0	0	0	0	0	0	0	0
Percent	18.0	30.2	35.4	16.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	155	98	31	0	0	0	0	0	0	0	0	0	0	0
Percent	82.0	51.9	16.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	0	0	14	20	21	22	26	27	28					

Average 19
(Mean)

Pace Speed 18-27
Number in 127
Pace
Percent in 67.2
Pace

City of Osage Beach

MAR 18 2017

1000 City Parkway
Osage Beach, MO 65065Latitude: 0° 0.0000 South
Longitude: 0° 0.0000 EastCOMBINED - Westbound, Eastbound
Report for 11/16/2017 8:28:00 AM to 11/21/2017 10:41:00 AM

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	422	810	1301	427	13	0	0	0	0	0	0	0	0	0
Percent	14.2	27.2	43.8	14.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	2551	1741	440	13	0	0	0	0	0	0	0	0	0	0
Percent	85.8	58.6	14.8	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	12	14	16	21	22	22	25	26	28					

Average 20
(Mean)Pace Speed 18-27
Number in 2161
Pace
Percent in 72.7
Pace

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

NICHOLS ROAD
NORTH OF
COBBLESTONE

Latitude: 0° 0.0000 South
Longitude: 0° 0.0000 East

COMBINED - Northbound, Southbound
Report for 11/13/2017 12:40:00 PM to Midnight

Vehicles	Peak Periods	
	AM	PM
339	Time - Count - PHF -	Time 05:00 Count 63 PHF 0.716

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	73	73	111	52	22	6	2	0	0	0	0	0	0	0
Percent	21.5	21.5	32.7	15.3	6.5	1.8	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	266	193	82	30	8	2	0	0	0	0	0	0	0	0
Percent	78.5	56.9	24.2	8.8	2.4	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	0	0	12	21	21	22	28	30	32					

Average 20
(Mean)

Pace Speed 16-25
Number in 184
Pace
Percent in 54.3
Pace

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

NICHOLS ROAD
NORTH OF
LOGGERS TRUNK

Latitude: 0° 0.0000 South
Longitude: 0° 0.0000 East

COMBINED - Northbound, Southbound
Report for Tuesday, November 14, 2017, Midnight to 03:17 PM

Vehicles	Peak Periods			
	AM		PM	
	Time	07:00	Time	12:15
421	Count	61	Count	58
	PHF	0.763	PHF	0.659

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	154	56	42	38	43	44	22	18	3	0	1	0	0	0
Percent	36.6	13.3	10.0	9.0	10.2	10.5	5.2	4.3	0.7	0.0	0.2	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	267	211	169	131	88	44	22	4	1	1	0	0	0	0
Percent	63.4	50.1	40.1	31.1	20.9	10.5	5.2	1.0	0.2	0.2	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	0	0	0	19	20	22	38	41	46					

Average 21
(Mean)

Pace Speed 14-23
Number in 106
Pace
Percent in 25.2
Pace

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: *(Name/Title)* Mike Welty, Assistant City AdministratorDate Submitted: 02/19/18**Agenda Item Title:**

Bill 18-13 - An Ordinance of the City of Osage Beach, Missouri, amending ordinance No. 17-80 adopting the 2018 Annual Budget, transfer of funds for necessary expenses.

Presented by: *(Name/Title)* Mike Welty, Assistant City Administrator**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18-13☒Second Reading of Bill # 18-13☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board approval required for budget amendments over \$5,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-13

Department Comments and Recommendation:

At the 11/02/2017 Board of Alderman meeting, the Board approved the purchase, configuration, and installation of some new firewalls for a total of \$63,051.39. The firewalls were purchased in 2017, but due to changes in staff and scheduling conflicts we were unable to schedule AOS for the install and configuration until January 2018.

The install and configuration portion of the service (\$11,155.00) needs to be shifted to the 2018 budget through a budget amendment since the work was done in 2018 instead of 2017.

The Budget Amendment is as follows:

	Original Amount	Amended Amount
10-19-733800 Professional Services	\$63,800	\$74,955

Administration and the IT Department recommend approval.

City Administrator Comments and Recommendation:

I concur with the Asst. City Administrator's recommendation.

BILL NO. 18.13

ORDINANCE NO. 18.13

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 17-80 ADOPTING THE 2018 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2018 Annual Budget adopted as Ordinance No. 17.80 is hereby amended by appropriating additional funds as follows:

	Original Item	Amended Item
10-19-733800 Professional Services	\$63,800	\$74,955

Section 2. In all other respects the 2018 Annual Budget adopted in Ordinance No. 17.80 remains in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 18.13 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.13.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 03/01/18Originator: (Name/Title) Board of AldermenDate Submitted: 02/22/18**Agenda Item Title:**

Discussion: Trash Service Options

Presented by: (Name/Title) Jeana Woods, City Administrator**Requested Action:**
☐
☐
☐
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☐
☐
☒

Proclamation

Public Hearing

Other (Describe)

Discussion**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

N/A

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

RSMo 260.247 Annexation or expansion or solid waste services by city, notice to certain private entities, when -- city to contract with private entity, duration, terms.

Aldermen Rucker's Emailed Comments

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

A few months ago, it was brought up at the Board of Aldermen level the topic of trash services (waste services) to be provided by the City through a single, contracted vendor. The City of Osage Beach does not provide this service directly to our community currently and there are many positives to us being that provider; therefore, the Board asked me to research the topic for further discussion on whether to pursue this service as a City provided service.

It is common for Cities to provide the service, most often by contracting with a single, private vendor. There are many options as to how such a contract could be constructed and services delivered to provide the best service to our citizens. I found there are many positives to the City providing this service and the most convincing included less wear and tear on road surfaces as well as less heavy truck traffic through neighborhoods providing better public safety, ability to negotiate lower, fixed waste service costs on behalf of our community, and the opportunity to orchestrate routes that have positive impact on vehicle traffic, just to name a few.

However, since the City does not provide the service currently, per RSMo 260.247 (see attached), in order for us to provide the service we would first need to give notice to the private entities of our intent and we cannot provide said service for at least two years of the notice.

Mostly likely each of you would agree that there is still a lot of data to gather, pros and cons to weigh, many community meetings to potentially hold, etc. The first step could be to consider directing staff to 'start the clock', so to speak, with notices; or, simply direct me to gather more detailed information before making that determination.

Chapter 260

Title XVI CONSERVATION, RESOURCES AND DEVELOPMENT

260.247. Annexation or expansion of solid waste services by city, notice to certain private entities, when — city to contract with private entity, duration, terms. — 1. Any city or political subdivision which annexes an area or enters into or expands solid waste collection services into an area where the collection of solid waste is presently being provided by one or more private entities, for commercial or residential services, shall notify the private entity or entities of its intent to provide solid waste collection services in the area by certified mail.

2. A city or political subdivision shall not commence solid waste collection in such area for at least two years from the effective date of the annexation or at least two years from the effective date of the notice that the city or political subdivision intends to enter into the business of solid waste collection or to expand existing solid waste collection services into the area, unless the city or political subdivision contracts with the private entity or entities to continue such services for that period. If for any reason the city or political subdivision does not exercise its option to provide for or contract for the provision of services within an affected area within three years from the effective date of the notice, then the city or political subdivision shall renotify under subsection 1 of this section.

3. If the services to be provided under a contract with the city or political subdivision pursuant to subsection 2 of this section are substantially the same as the services rendered in the area prior to the decision of the city to annex the area or to enter into or expand its solid waste collection services into the area, the amount paid by the city shall be at least equal to the amount the private entity or entities would have received for providing such services during that period.

4. Any private entity or entities which provide collection service in the area which the city or political subdivision has decided to annex or enter into or expand its solid waste collection services into shall make available upon written request by the city not later than thirty days following such request all information in its possession or control which pertains to its activity in the area necessary for the city to determine the nature and scope of the potential contract.

5. The provisions of this section shall apply to private entities that service fifty or more residential accounts or any commercial accounts in the area in question.

(L. 1988 H.B. 1207 § 1, A.L. 2007 S.B. 54)

Trash Service for the City of Osage Beach

There are many issues to be discussed on the question of how to provide trash service for the city. Some of them need done before we would move forward to make the two year advanced notice of a city wide service to be provided. I have mixed feelings on which way we should go even though for the last 9 + years I have not brought this question up because I have leened to keep it the way it is. I have not heard an outcry of public for us to change the way we are doing it. But if this is what they want then there are many issues that we need to address in the bidding document and future contract.

We need to answer these questions, have a discussion and then present it to the public for their impute. We have a citizen committee that this could be turned over to for discuss as well and to have a public forum discussion.

Why do we want to change the way it is being done? This will help to answer other questions and bring about maybe other discussion. Here is some of what I hear.

Less Truck traffic (I have citizens that want weight limits on streets?)
Pricing savings to citizens

Here are some negatives in my mind to discuss.

Forcing large trucks down privately owned road that people don't want.
We are removing free enterprise.
How is bad service dealt with?
How much will this cost the city in personnel hours?

Who will provide the service?
City provides the service
Private company contracts
How long of a contract? (5-10 years best pricing)

Here are some levels of services to talk about.
Residential trash, dumpsters and recycling
Commercial trash, dumpsters and recycling
Compactors and special units, kpacks, self-contained (10-15 kind)
Roll Off units for construction trash and special waste (asbestos)
Appliances/furniture of all kings

Other issues to discuss

Billing through the city for commercial and residential?
There is a cost to city for this? Commercial is labor intense

City Own and/or operate Transfer station.

Kevin Rucker
Alderman Ward #1