

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

March 4, 2021 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting February 18, 2021
- ▶ Bills List - March 4, 2021

UNFINISHED BUSINESS

NEW BUSINESS

- A. Motion to approve Preliminary Plat for Robins at the Waters Edge Condominium Subdivision.
- B. Bill 21-06 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Robins at the Waters Edge Condominium Subdivision. *First and Second Reading*
- C. Bill 21-07 - 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, on going maintenance, and to expand automated chemical feeding at three different sites in an amount not to exceed \$158,000. *First Reading*
- D. Bill 21-08 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement #3 to the professional service agreement with LOR Engineering, LLC, dba Cochran Engineering, for engineering services for the Industrial Drive Improvement Project. *First Reading*
- E. Bill 21-09 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement #4 to the professional service agreement with LOR Engineering, LLC, dba Cochran Engineering, for the completion of a conceptual Sidewalk Master Plan for the City. *First Reading*

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

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

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
February 18, 2021

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Regular Meeting on Thursday, February 18, 2021 at 6:00 p.m. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Kevin Rucker, Alderman Tom Walker, Alderman Bob O'Steen, Alderman Phyllis Marose and Alderman Richard Ross. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Ed Rucker, Police Chief Todd Davis, City Planner Cary Patterson, and Assistant City Administrator Mike Welty.

MAYOR'S COMMUNICATIONS

Super job to all the employees during the winter storm.

CITIZEN'S COMMUNICATIONS

No citizen comments.

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Walker. Motion passes unanimously by a voice vote.

UNFINISHED BUSINESS

Bill 21-05 Rezoning Case 412 WK LOZ Holdings, LLC is requesting a rezoning of property currently zoned C-1 (General Commercial with an E-3 overlay) to C-1b (Commercial Lodging). Second Reading

Alderman Ross made a motion to approve the second reading of Bill 21-05. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 21-05 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Rucker, Alderman Becker, Alderman O'Steen, Alderman Walker and Alderman Marose. Bill 21-05 was passed and approved as Ordinance 21-05.

NEW BUSINESS

Motion to approve the purchase of two (2) trailer mounted message boards from American Signal Company, using the MoDOT State Contract, in an amount not to exceed \$32,399.00

Alderman Marose made a motion to approve the purchase of two (2) trailer mounted message boards from American Signal Company, using the MoDOT State Contract, in an amount not to exceed \$32,399.00. This motion was seconded by Alderman Rucker. Motion passes unanimously voice vote.

Motion to approve the Preliminary Plat for Northview Subdivision.

Alderman Ross made a motion to approve the Preliminary Plat for Northview Subdivision. This motion was seconded by Alderman Becker. Motion passes unanimously voice vote.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross - Recognize all the Public Works for all their hard work during the snowstorm.

Alderman Marose – Impressed with the road crew for all the hard work they did during the snowstorm.

Alderman Walker – Congratulate all the work by the Public Works Department.

Alderman Rucker -Asked the Board to take some time to think about what just happened in the last 10 days. Remember this event when doing the budget. We need to make sure that when the staff recommends replacing vehicles remember that these vehicles run for many hours over an extended timeframe. Appreciate all the hard work.

STAFF COMMUNICATIONS

City Administrator Woods – Tonight’s Meeting is a soft launch on Facebook Live Video. The next step will be to have all meetings (Planning Commercial, Board of Adjustments, Citizens Advisory Committee) on Facebook and YouTube live.

Assistant City Administrator Welty – Public Works 12am Friday to Saturday 12am, 12-hour shifts. Had to call in Water and Sewer Employees to help plow snow. Matt Vanderroot received the 2020 Pioneer Fields of Excellence Award.

Police Chief Davis – The new MOSWIN Radios are up and running, Friday, February 19 HyVee Cops on Top. Super Polar Plunge will be on Saturday February 27, 2021.

EXECUTIVE SESSION

Alderman Rucker moved to close the meeting pursuant to RSMo. Section 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. Alderman Ross seconded the motion. The following roll call was taken to close the meeting. Ayes: Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Marose. Absent - Alderman Massey

ADJOURN

CLOSED SESSION

Alderman Marose moved to open the meeting. Alderman Walker seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Rucker, and Alderman Becker, Alderman Marose, and Alderman Walker. Absent - Alderman Massey. The meeting was therefore opened.

No announcements were made following the closed session.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:50 pm.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on February 18, 2021 and approved March 4, 2021.

Tara Berreth/City Clerk

John Olivarri/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
March 4, 2021**

Bills Paid Prior to Board Meeting	\$	162,698.97
Payroll Paid Prior to Board Meeting	\$	109,113.52
SRF Transfer Prior to Board Meeting	\$	246,490.30
TIF Transfer Dierbergs	\$	24,087.44
TIF Transfer Prewitt's Pt	\$	606,192.59
Bills Pending Board Approval	\$	125,824.16
Total Expenses	\$	<u>1,274,406.98</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,085.46
		INTERNAL REVENUE SERVICE	Fed WH	9,124.15
			FICA	6,128.36
			Medicare	1,433.28
		ICMA	Loan Repayment	275.00
			Loan Repayment	100.00
			Loan Repayment	216.20
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	80.59
			Loan Repayment	175.08
			Loan Repayment	216.93
			Loan Repayment	280.32
			Retirement 457 &	2,217.35
			Retirement 457	900.00
			Loan Repayments	31.76
			Loan Repayments	240.84
			Loan Repayments	66.21
			Loan Repayments	156.21
			Loan Repayments	247.78
			Loan Repayments	90.93
			Loan Repayments	113.03
			Loan Repayments	47.57
			Retirement Roth IRA %	44.34
			Retirement Roth IRA	285.00
		MILLER COUNTY ASSOCIATE COURT	OTHER AGENCY CASH BOND	1,000.00
		HSA BANK	HSA Contribution	30.00
			HSA Family/Dep. Contributi	1,636.41
		ONE TIME VENDORS	201039	1,365.95
			TOTAL:	30,104.03
Mayor & Board	General Fund	VISELLI, NANCY	PLANNING COMMISSION MEETIN	25.00
		INTERNAL REVENUE SERVICE	FICA	168.43
			Medicare	39.42
		ICMA	Retirement 401	142.00
		EBLING, SUSAN	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		SCHUMAN, KELLIE	PLANNING COMMISSION MEETIN	25.00
		DORHAUER, JEFF	PLANNING COMMISSION MEETIN	25.00
		PROVIDENCE BANK	2021 LEG CONF- P. MAROSE	135.00
			2021 LEG CONF- K. RUCKER	135.00
			FLOWERS- RON CAMPBELL FUNE	105.82
			TOTAL:	850.67
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	535.00
			Medicare	125.12
		ICMA	Retirement 401%	90.30
			Retirement 401	541.75
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.12
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,606.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	165.10
			Medicare	38.60
		ICMA	Retirement 401%	27.64
			Retirement 401	165.80
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PROVIDENCE BANK	MO ST SPRING INST- T.BERRE	<u>125.00</u>
			TOTAL:	597.14
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	540.35
			Medicare	126.38
		ICMA	Retirement 401%	89.33
			Retirement 401	536.02
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,479.58
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	347.43
			Medicare	81.25
		ICMA	Retirement 401%	56.85
			Retirement 401	341.12
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	901.65
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	311.95
			Medicare	72.96
		ICMA	Retirement 401%	35.67
			Retirement 401	311.03
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	89.12
		WEX INC	BLDG DEPT FUEL	23.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	993.73
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	46.44
			Medicare	<u>10.86</u>
			TOTAL:	57.30
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	286.23
			Medicare	66.94
		ICMA	Retirement 401%	33.19
			Retirement 401	291.10
		LOWE'S	FEBREEZE & WD-40	15.64
			PLYWOOD & STUDS	74.28
			SAW BLADE	11.39
			WIRE CONNECTORS & BOLT SNA	11.84
			ORGANIZERS	27.52
			STEEL CHAINS	128.13
			S HOOKS & SMALL STEEL CHAI	14.20
			DECK SCREWS	28.49
			AT&T MOBILITY-CELLS	44.56
			WEX INC	249.20
			HSA BANK	37.50
			HSA Family/Dep. Contributi	150.00
		BANKCARD SERVICES	CAMPGROUND SIGNS	87.90
			STENCIL FOR PARKS	<u>138.54</u>
			TOTAL:	1,696.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	145.24
			Medicare	33.97
		ICMA	Retirement 401%	24.77
			Retirement 401	148.61
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERVICES	IPMA HR VIRTUAL CONF- C. L	100.00
		TOTAL:	527.59	
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	57.30
		WEX INC	CITY HALL GPS	0.00
		XEROX CORPORATION	CITY HALL	264.34
		MITEL CLOUD SERVICES INC	PH SVC 3/1-3/31/21	299.78
		TOTAL:	621.42	
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,461.88
			Medicare	575.78
		ICMA	Retirement 401%	322.26
			Retirement 401	2,498.09
		AT&T MOBILITY-CELLS	POLICE FN LAPTOPS 1/23/20	742.32
			POLICE DEPT CELL PHONES	397.72
		WEX INC	POLICE DEPT FUEL	2,934.64
			POLICE DEPT CAR WASHES	79.00
		XEROX CORPORATION	POLICE	240.79
		HSA BANK	HSA Contribution	150.00
		BANKCARD SERVICES	HSA Family/Dep. Contributi	1,125.00
			LODGING DATA DRVLEN -O'DAY	239.40
			LODGING DATA DRVLEN -TAYLO	239.40
			2 YR RENEWAL- 09 DURANGO	80.65
			MDT REPAIR- J. JACKSON	599.99
		RINER, STEPHEN	MEAL REIMB TASER INSTRUCTO	75.00
		TOTAL:	12,761.92	
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 1/23/21	1,045.75
		INTERNAL REVENUE SERVICE	FICA	666.63
			Medicare	155.91
		ICMA	Retirement 401%	106.79
			Retirement 401	640.70
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	119.98
			COMM CABLE	31.80
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.56
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		MITEL CLOUD SERVICES INC	PD RECORDING SVC 3/1-3/31/	100.00
		BANKCARD SERVICES	NOTARY STAMPS	46.45
		PROVIDENCE BANK	GNSS OUTDOOR ANTENNA	289.65
		TOTAL:	3,473.22	
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	205.17
			Medicare	47.98
		ICMA	Retirement 401%	34.31
			Retirement 401	205.90
		HSA BANK	HSA Family/Dep. Contributi	112.50
		TOTAL:	605.86	
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	118.05
			Medicare	27.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	0.32
			Retirement 401	121.70
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	44.56
		WEX INC	ENG DEPT FUEL	152.60
		HSA BANK	HSA Family/Dep. Contributi	<u>76.33</u>
			TOTAL:	541.16
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	124.27
			Medicare	29.06
		ICMA	Retirement 401%	20.86
			Retirement 401	125.16
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	289.97
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONE 1/23/21	41.24
			IT DEPT CELL PHONES	85.80
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	791.36
Economic Development General Fund		LOWE'S	PAINTERS TAPE & TOTE	18.02
			VELCRO STRAPS	5.02
			HEAVY DUTY TOTE	18.96
			CONDUIT FITTINGS	6.24
			EXTNSN CORDS & ELECTRICAL	<u>492.16</u>
			TOTAL:	540.40
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	215.14
		INTERNAL REVENUE SERVICE	Fed WH	670.27
			FICA	663.50
			Medicare	155.17
		ICMA	Retirement 457 &	453.81
			Retirement 457	50.30
			Retirement Roth IRA	15.30
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>278.31</u>
			TOTAL:	2,526.80
Transportation	Transportation	HAYES, DAVE	MILEAGE REIMB 2/6-2/12/21	6.72
		RUSSELL, RICK	MILEAGE REIMB 2/6-2/12/21	26.32
		INTERNAL REVENUE SERVICE	FICA	663.49
			Medicare	155.16
		ICMA	Retirement 401%	79.63
			Retirement 401	644.06
		LOWE'S	TAPE, SPRY BTTL, CLNG ALC	23.96
			HOLE DIGGER, BROOM, DRN SP	267.89
			PVC	10.27
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	224.37
		LEIGH III, AUDREY W	MILEAGE REIMB 2/13-2/19/21	17.36
		PHILLIPS, MITCHELL	MILEAGE REIMB 2/13-2/19/21	38.08
		WEX INC	TRANS DEPT FUEL	2,376.70
			TRANS GPS	0.00
		XEROX CORPORATION	TRANSPORTATION	88.10
		AMEREN MISSOURI	KK DR LTG 1/5-2/3/21	114.06
			MAINT SALT BLDG 1/11-2/9/2	13.42
			STREET LTG SVC 1/1-2/1/21	3,759.31
			CUST OWNED LTG 1/1-2/1/21	1,376.10
		MANKEY, KYLE	MILEAGE REIMB 2/13-2/19-21	20.72
		HSA BANK	HSA Contribution	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	250.50
		DEVORE, CALEB	MILEAGE REIMB 2/13-2/19-21	58.24
		LONG IV, ROBERT W	MILEAGE REIMB 2/6-2/12/21	14.56
			MILEAGE REIMB 2/6-2/12/21	29.12
			MILEAGE REIMB 2/13-2/19/21	43.68
		PATTERSON, JOHN	MILEAGE REIMB 2/6-2/12/21	25.20
		STOUFER, TOMMIE L	MILEAGE REIMB 2/13-2/19/21	60.48
		JOHNS, JOSHUA	MILEAGE REIMB 2/13-2/19/21	33.60
		WILLIAMS, TYSON	MILEAGE REIMB 2/6-2/12/21	38.64
			MILEAGE REIMB 2/6-2/12/21	38.64
			MILEAGE REIMB 2/13-2/19/21	77.28
			TOTAL:	10,613.16
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,535.37
			State Withholding	246.70
		INTERNAL REVENUE SERVICE	Fed WH	669.77
			FICA	540.03
			Medicare	126.29
		ICMA	Retirement 457 &	259.62
			Retirement 457	14.85
			Loan Repayments	48.12
			Retirement Roth IRA	14.85
		HSA BANK	HSA Family/Dep. Contributi	19.80
			TOTAL:	4,475.40
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	540.03
			Medicare	126.29
		ICMA	Retirement 401%	73.14
			Retirement 401	539.16
		LOWE'S	DIGGING SHOVEL & PICK	86.40
			BATTERY	189.05
			HAMMER & CABLE TIES	32.24
			INSULATION	90.24
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	186.45
		WEX INC	WATER DEPT FUEL	737.93
			WATER GPS	0.00
		XEROX CORPORATION	WATER	88.11
		AMEREN MISSOURI	6186 FIRE ST WELL 1/3-2/1/	141.86
			COLLEGE WELL 1/10-2/8/21	2,225.72
			LK RD 54-59 WELL 12/30-1/3	120.15
			SWISS VILLAGE WELL 12/30-1	2,296.47
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	136.58
		DEVORE, CALEB	REIMB HOME DEPOT PURCHASE	31.14
		LIEDEL JR., BRIAN	MILEAGE REIMB 2/6-2/12/21	64.96
		SIDENER ENVIRONMENTAL SERVICES INC	VALVES & TUBING FOR PUMPS	1,460.74
		STOUFER, TOMMIE L	REIMB FOR HOME DEPOT PURCH	64.34
			TOTAL:	9,343.50
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	245.70
		INTERNAL REVENUE SERVICE	Fed WH	687.35
			FICA	720.73
			Medicare	168.56
		ICMA	Retirement 457 &	116.34
			Retirement 457	64.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	48.12
			Retirement Roth IRA	34.85
		HSA BANK	HSA Family/Dep. Contributi	<u>19.80</u>
			TOTAL:	2,425.68
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	720.73
			Medicare	168.57
		ICMA	Retirement 401%	92.57
			Retirement 401	555.41
		LOWE'S	CLAMP METER & KEY RINGS	54.05
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	183.13
		WEX INC	SEWER DEPT FUEL	1,204.58
			SEWER GPS	0.00
		XEROX CORPORATION	SEWER	88.11
		AMEREN MISSOURI	CLEARWOOD LN 1/6-2/4/21	12.51
			3949 CMPGRND G/S 1/11-2/9/	15.07
			HWY D PREWITTS GP 1/10-2/8	191.27
			701 PA HE TSI 1/11-2/9/21	11.62
			GRINDER PUMPS & LIFT STATI	3,575.82
			GRINDER PUMPS & LIFT STATI	5,888.39
			5874 HWY 54 12/30-1/31/21	12.32
			1075 RUNABOUT 12/29-1/28/2	20.52
			1004 ZEBRA RD L/P 1/6-2/4/	11.04
		HSA BANK	HSA Family/Dep. Contributi	361.59
		ROBINETT, CALEB	MILEAGE REIMB 2/6-2/12/21	64.96
			MILEAGE REIMB 2/13-2/19/21	32.48
		WILBER, ZACHARY	MILEAGE REIMB 2/6-2/12/21	29.12
			MILEAGE REIMB 2/13-2/19/21	174.72
		RC CONTRACTING	LIFT STATIONN REHAB OB20-0	43,372.97
		TOLER, TRENT	MILEAGE REIMB 2/6-2/12/21	107.52
		FINNELL BRIAN	MILEAGE REIMB 2/13-2/19/21	<u>10.08</u>
			TOTAL:	56,959.15
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	342.00
		INTERNAL REVENUE SERVICE	Fed WH	904.62
			FICA	749.88
			Medicare	175.38
		ICMA	Loan Repayment	134.33
			Loan Repayment	57.56
			Retirment 457 &	121.80
		HSA BANK	HSA Family/Dep. Contributi	<u>35.00</u>
			TOTAL:	2,520.57
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	749.88
			Medicare	175.38
		ICMA	Retirement 401%	84.27
			Retirement 401	623.78
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	31.81
		AT&T MOBILITY-CELLS	AMB FN LAPTOPS 1/23/21	82.48
			AMB DEPT CELL PHONES	44.56
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JAN AMBULANCE REIMBURSEMEN	983.51
		WEX INC	AMB FUEL	307.03
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,307.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	208.93
			State Withholding	54.80
		INTERNAL REVENUE SERVICE	Fed WH	160.58
			FICA	290.39
			Medicare	67.91
		ICMA	Retirment 457 &	10.32
			Retirement 457	89.00
			Loan Repayments	74.35
			TOTAL:	956.28
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RUNWAY LTS 12/30-2/2/2	99.35
			AP FIREHOUSE 12/30-2/2/21	96.60
		INTERNAL REVENUE SERVICE	FICA	290.39
			Medicare	67.91
		ICMA	Retirement 401%	35.20
			Retirement 401	272.61
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.28
		CRAWFORD, MURPHY & TILLY INC	LCF APRN 20-046B-1 11/28-1	8,081.29
		WEX INC	LCF FUEL	31.91
			LCF GPS	0.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		BANKCARD SERVICES	GATE OPENER & CABLE HARNES	332.67
			REEL MOTOR REBUILD	150.00
			REPLACEMENT SURGE BOARD	74.84
			TOTAL:	9,712.55
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	46.42
			State Withholding	37.20
		INTERNAL REVENUE SERVICE	Fed WH	81.50
			FICA	182.31
			Medicare	42.64
		ICMA	Retirment 457 &	10.17
			Retirement 457	30.00
			TOTAL:	430.24
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 12/30-1/31/21	42.89
			GG TBLC EXT D 12/30-1/31/2	354.14
			GG AP SHOP 12/30-1/31/21	55.32
			957 AIRPORT RD 12/30-1/31/	11.78
			GG AP TBLC EXT D 12/30-1/3	23.80
			GG AP HANGAR E8 12/30-1/31	34.31
			GG AP SLEEPY 12/30-1/31/21	78.99
		INTERNAL REVENUE SERVICE	FICA	182.31
			Medicare	42.64
		ICMA	Retirement 401%	19.26
			Retirement 401	190.36
		LOWE'S	FIBER GLASS & LUMBER	32.23
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.29
		WEX INC	GG FUEL	0.00
			GG GPS	0.00
		HSA BANK	HSA Family/Dep. Contributi	180.00
			TOTAL:	1,270.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			58,157.62
20	Transportation			13,139.96
30	Water Fund			13,818.90
35	Sewer Fund			59,384.83
40	Ambulance Fund			5,828.27
45	Lee C. Fine Airport Fund			10,668.83
47	Grand Glaize Airport Fund			1,700.56

	GRAND TOTAL:			162,698.97

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	SUN BADGE CO	BADGE & CASES	<u>137.50</u>
			TOTAL:	137.50
City Clerk	General Fund	MILLER CO CLERK	ELECTION COSTS	307.53
		ROWLAND A TODD, CAMDEN COUNTY CLERK	ELECTION COSTS	<u>3,500.27</u>
			TOTAL:	3,807.80
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	MEMBERSHIP- K.BELL 4/21-3/	<u>160.00</u>
			TOTAL:	160.00
Municipal Court	General Fund	PRINCIPAL LIFE INSURANCE COMPANY	DEC 2020 STD FICA BILLING	<u>118.03</u>
			TOTAL:	118.03
City Attorney	General Fund	INTERNATIONAL MUNICIPAL LAWYERS ASOC	2021 IMLA MBRSH- E. RUCKE	<u>375.00</u>
			TOTAL:	375.00
Building Maintenance	General Fund	CINTAS CORPORATION	CH FLOOR MATS	57.97
		STAPLES BUSINESS ADVANTAGE	TOILET PAPER & RESTROOM TO	95.34
		AMAZON CAPITAL SERVICES INC	DESK GROMMETS	<u>15.48</u>
			TOTAL:	168.79
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	SUPPLIES- TURF MAINTENANCE	1,070.30
		PROFESSIONAL TURF PRODUCTS	PARTS FOR VENTRAC REPAIR	1,514.14
		CORE & MAIN LP	SOCCER EXPANSION CULVERTS	<u>960.40</u>
			TOTAL:	3,544.84
Human Resources	General Fund	MO POLICE CHIEFS ASSC	PRE EMPLOYMENT TESTING	120.00
		NEW DIRECTIONS BEHAVIORAL HEALTH	2021 1ST QTR EAP SERVICES	627.50
		LAKE REGIONAL OCCUPATIONAL MEDICINE	COVID-19 TESTING	125.00
			FIT FOR DUTY	60.00
			DOT PHYSICAL	70.00
			RESPITORY FIT TESTING	25.00
			POST ACCIDENT SCREENING	40.00
			PRE EMPLOYMENT TESTING	20.00
		1138 INC	PRE EMPLOYMENT SCREENING	66.00
		AMAZON CAPITAL SERVICES INC	DATE STAMP	<u>29.95</u>
			TOTAL:	1,183.45
Overhead	General Fund	STAPLES BUSINESS ADVANTAGE	PAPER	145.65
			BUDGET BOOK SUPPLIES	<u>53.41</u>
			TOTAL:	199.06
Police	General Fund	MCCCLAIN RADAR SERVICE LLC	RADAR CERTS & LIDAR CERTS	770.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- PD32	68.38
			WIPER BLADES- PD 30	51.24
			HEADLIGHT CAPSULE- PD 22	7.31
			REAR WIPER BLADE- PD 19	9.99
		PSE INSTALLATION	LABOR TO REMOVE EQUIP FROM	262.00
		HEDRICK MOTIV WERKS LLC	REPLACE DOOR HANDLE- PD32	187.81
			REPLACED SPOT LIGHT- PD 19	131.98
			WIPERS INSPECTION- PD 19	26.00
		ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS- S. WRIGHT	39.50
			BUSINESS CARDS- B. MCCRORE	39.50
		STAPLES BUSINESS ADVANTAGE	TONER, PAPER, BUBBLE MAILE	328.97
			PAPER, PENS, NOTEPADS	<u>86.49</u>
			TOTAL:	2,009.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Planning	General Fund	ROTOLITE OF ST LOUIS INC	XEROGRAPHIC BOND	74.87
			TOTAL:	74.87
Engineering	General Fund	LOR ENGINEERING LLC	CONSULTING- PROJ# LOR19-25	1,428.75
			ENG GENERAL CONSULT 01/21	29,483.75
			TOTAL:	30,912.50
Transportation	Transportation	FASTENCO INC	PARTS FOR REPAIR- TRK 66	81.70
		FASTENAL CO	NUTS, WASHERS, SCREWS	214.35
		GB MAINTENANCE SUPPLY	CUPS	19.49
			PAPER TOWELS	18.30
		ECONO SIGNS & BARRICADE LLC	BRACKETS FOR STREET SIGNS	368.60
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- TRK 53	68.38
			OIL FILTER- OIL FURNACE	12.47
			OIL FILTER FOR OIL FURNACE	12.47
			WASHER NOZLE- TRK 54	7.72
			BRAKE PADS- TRK 54	45.07
			BRAKE RTR & BRK CALIPER-TR	242.26
			TRACTOR FL & MEGACRIMP-TRK	101.41
			HEATER HOSE & GLASS CLNR-T	12.28
			CUTTING OIL- PLOW	4.49
			CORE RETURN- TRK 54	35.00
			OIL & FUEL FILTERS- TRK 66	102.87
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.67
			COFFEE	33.94
		DAM STEEL SUPPLY	FLAT BAR FOR PLOW BLADE	71.50
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS	62.81
		BIG O TIRES AND SERVICE CENTERS	TIRE MOUNT & BALANCE- TRK	35.10
		ATR LIGHTING ENTERPRISES INC	ADAPTER & LIGHT BULBS	52.06
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	121.98
			TRANS DEPT FLOOR MATS	8.12
			TRANS DEPT UNIFORMS	121.98
			TRANS DEPT FLOOR MATS	8.12
		O'REILLY AUTOMOTIVE STORES INC	ICE CHISEL	14.99
		ED MILLER AUTO SUPPLY INC	TRANSAXLE FOR SALT SPREAD	59.87
		DELTA GASES INC	WELDING HANDLE & ATTACHMEN	142.00
		LOR ENGINEERING LLC	TAP SUPPLEMENTAL AGRMNT #2	2,500.00
		BUS ANDREWS EQUIPMENT SALES AND SERVIC	BLADES FOR PLOW	893.73
			PLOW BLADES & BACKING PLAT	1,090.00
		WENSCO OF MICHIGAN CORPORATION	SUPPLIES FOR STREET SIGN M	328.86
		ONE TIME VENDOR AK SMALL ENGINES LLC	TOOLS FOR CHAINSAWS	93.87
		T.F. EHRHART COMPANY	FAN & 5" LIMIT	37.71
			TOTAL:	6,965.17
Water	Water Fund	GB MAINTENANCE SUPPLY	CUPS	19.49
			PAPER TOWELS	18.29
		SCHULTE SUPPLY INC	5/8 " & 3/4" METERS	11,697.00
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.67
			COFFEE	33.93
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS	62.81
		CORE & MAIN LP	REGULATORS	1,550.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	101.06
			WATER DEPT FLOOR MATS	8.12
			WATER DEPT UNIFORMS	101.06
			WATER DEPT FLOOR MATS	8.12
		L & J MUNICIPAL SUPPLY INC	8" OCTAVE METER	4,011.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ONE TIME VENDOR T.F. EHRHART COMPANY	FAN & 5" LIMIT	<u>37.71</u>
			TOTAL:	17,660.26
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC DBA ECC	LS SERVICE CALL- THE SANDS	1,471.78
		GB MAINTENANCE SUPPLY	CUPS	19.50
			PAPER TOWELS	18.29
		EWI HOLDINGS III CORP	ODOR CONTROL JAN P/S KK114	850.00
			ODOR CONTROL JAN L/S 53-1	1,100.00
		MUNICIPAL EQUIPMENT CO	PUMP & PANEL TRAINING	1,250.00
			WELL MIXER	3,120.00
		O'REILLY AUTOMOTIVE STORES INC	TRANMSN FL & FUEL CAP- TRK	33.72
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.66
			COFFEE	33.93
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JAN MONTHLY FLOWS	39,082.50
		BULLOCK SEPTIC PUMPING LLC	GREASE CLEANOUT- BANDANAS	100.00
			PUMPOUT- BANDANAS GP #928	135.00
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS	62.82
		PRECISION AUTO & TIRE SERVICE LLC	LOOSE TIRE REPAIR- TRK 75	15.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	85.11
			SEWER DEPT FLOOR MATS	8.13
			SEWER DEPT UNIFORMS	85.11
			SEWER DEPT FLOOR MATS	8.13
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL-TRK 71	57.98
		AMAZON CAPITAL SERVICES INC	FULL BODY HARNESS	99.97
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT- KK4-9	591.96
			GENERATOR MAINT- 54-7 SAND	2,376.81
		REEVES-WIEDEMAN COMPANY	PVC & CEMENT- HOLIDAY INN	49.25
		ONE TIME VENDOR T.F. EHRHART COMPANY	FAN & 5" LIMIT	<u>37.72</u>
			TOTAL:	50,704.37
Ambulance	Ambulance Fund	MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	<u>80.90</u>
			TOTAL:	80.90
Lee C. Fine Airport	Lee C. Fine Airpor	O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	4.48
		DAM STEEL SUPPLY	SHOP LABOR & FLAT BAR	39.23
		S & W PROPANE INC	300 GAL PROPANE	885.99
		O'REILLY AUTOMOTIVE STORES INC	COTTER PIN- SNOW PLOW	7.99
			WIPER BLADES	30.38
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY	<u>3,366.00</u>
			TOTAL:	4,334.07
Grand Glaize Airport	Grand Glaize Airpo	O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	22.38
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY	<u>3,366.00</u>
			TOTAL:	3,388.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			42,691.01
20	Transportation			6,965.17
30	Water Fund			17,660.26
35	Sewer Fund			50,704.37
40	Ambulance Fund			80.90
45	Lee C. Fine Airport Fund			4,334.07
47	Grand Glaize Airport Fund			3,388.38

	GRAND TOTAL:			125,824.16

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 4, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: February 18, 2021

Agenda Item:

Motion to approve Preliminary Plat for Robins at the Waters Edge Condominium Subdivision.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for major final subdivision plats per Municipal Code Section 410.170 Subdivision Regulations, Approval Process.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See attachments

The Planning Commission reviewed this request at their meeting on February 9th and forward it to the Board of Aldermen with a recommendation to approve.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: February 9, 2021

Subdivision Name: Robins at the Waters Edge Condominium Subdivision
Preliminary and Final Plats

Location: On the north side of Passover Road on Robins Circle
(Robins Resort Property).

Applicant: WK LOZ Holdings, LLC

Surveyor: Miller Surveying

Tract Size: 6.21 acres (24 single –family lots)

Zoning: C-1b (Commercial Lodging)

Surrounding Land Use:

North: Single Family

South: Lake of the Ozarks

East: Single Family

West: Single Family

Department Comments

Preliminary:

The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements.

All public improvements, (i.e., roadways, parking areas, streetlights, etc.) must be designed and built to city design standards.

Final:

The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.

The infrastructure that serves this development are existing and in place. Any improvements or changes to the existing utilities must be constructed to City Design Standards.



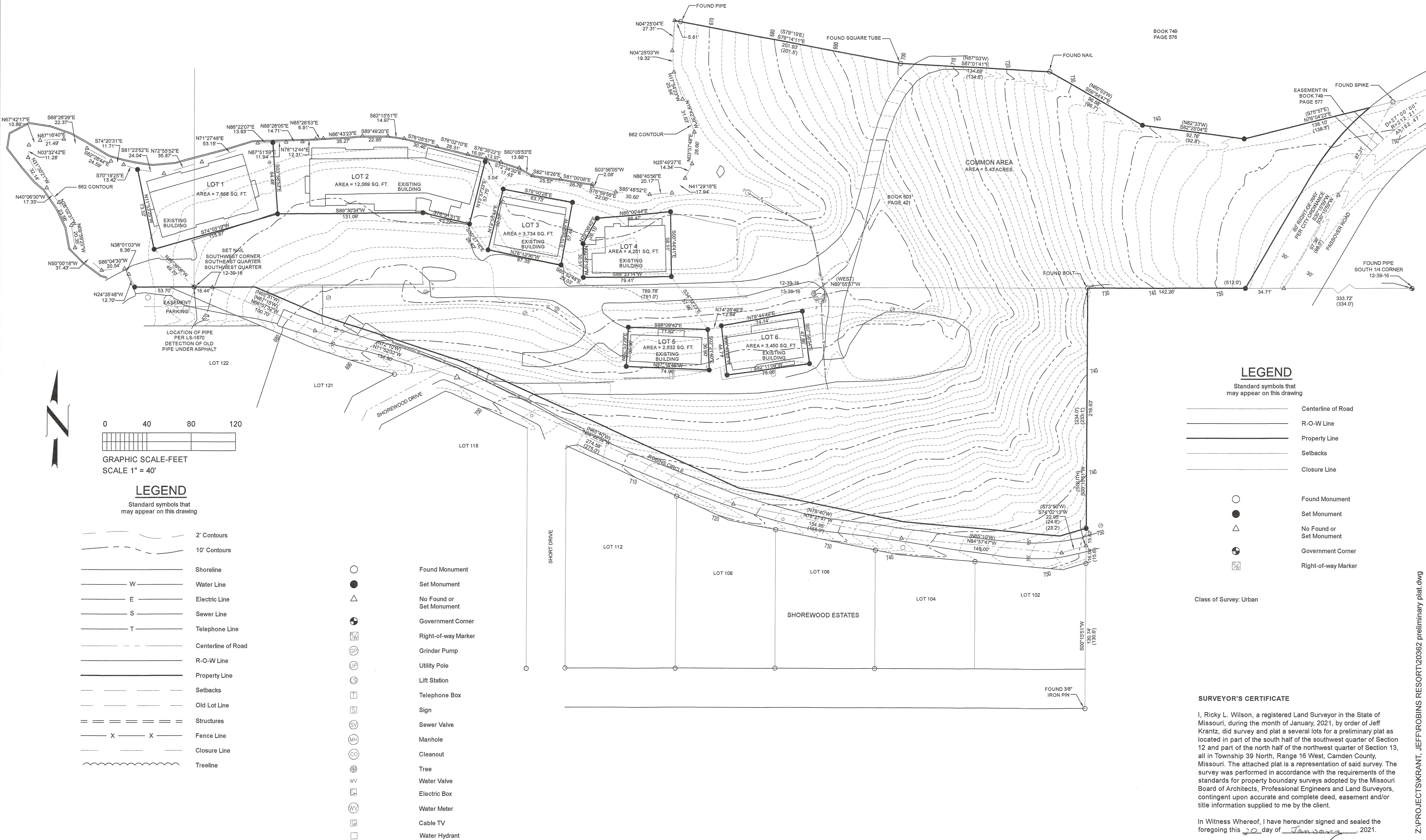
Rezoning Case 412 Location Map

Note:

1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.

PRELIMINARY PLAT OF ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION

DRAWING DATE: 12/1/20
REVISIONS:
DRAWN BY: N.F.W.
SCALE: 1" = 40'
PROJECT #: MC 20-362
SHEET: 1 OF 1
FIELD BOOK: M-301 PG 9
MO LSC NO. 2011027104



LEGEND

Standard symbols that may appear on this drawing

- Centerline of Road
- R-O-W Line
- Property Line
- Setbacks
- Closure Line
- Found Monument
- Set Monument
- No Found or Set Monument
- Government Corner
- Right-of-way Marker

Class of Survey: Urban

SURVEYOR'S CERTIFICATE

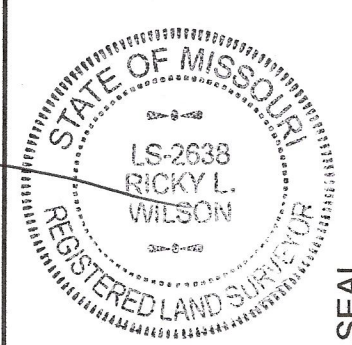
I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of Jeff Krantz, did survey and plat a preliminary plat for a condominium subdivision located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri. The attached plat is a representation of said survey. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors, contingent upon accurate and complete deed, easement and/or title information supplied to me by the client.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 20 day of January, 2021.

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

Part of the south half of the southwest 1/4 of Section 12 and part of the north half of the northwest 1/4 of Section 13, All in Township 39 North, Range 16 West, Camden County, MO

MILLER COMPANIES
Engineering - Land Surveying - Environmental Services
Box 286, Cape Girardeau, MO 63509
Eng. (573) 448-9755 Fax (573) 448-2864
www.millerco.com



FILE LOCATION: Z:\PROJECTS\KRANTZ, JEFF\ROBINS RESORT\20362 preliminary plat.dwg

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 4, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: February 18, 2021

Agenda Item:

Bill 21-06 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Robins at the Waters Edge Condominium Subdivision. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-06

Ordinance Referenced for Action:

Board of Aldermen approval required for major final subdivision plats per Municipal Code Section 410.170 Subdivision Regulations, Approval Process.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See Attachments.

This request was presented to the Planning Commission at their meeting on February 9th with a recommendation for approval. The Planning Commission forwards this request to the Board of Aldermen with a unanimous recommendation to approve.

City Attorney Comments:

Per City Code 110.230, Bill 21-06 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT FOR ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the plat of Robins at the Waters Edge Condominium in Osage Beach, Camden County, Missouri, approved by the Planning Commission on February 9, 2021 attached Exhibit “A” is hereby approved by the Board of Aldermen of the City of Osage Beach, Missouri.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No.21.06 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

Approved as to form:

Tara Berreth, City Clerk

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.21.06.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“Exhibit A”

A tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at an existing iron pipe marking the south quarter corner of Section 12, Township 39 North, Range 16 West and running along and with the south line of the southwest quarter of said Section 12 the following three (3) bearings and distances: (1) North 89 degrees 55 minutes 57 seconds West (record plat and deed = West 334.0 feet) a distance of 333.72 feet to a point located on the centerline of a 60 feet wide road known as Passover Road, for the POINT OF BEGINNING, (2) thence departing the said centerline continuing North 89 degrees 55 minutes 57 seconds West a distance of 34.71 feet to an iron pin located on the westerly right-of-way of said Passover Road and (3) thence departing the said westerly right-of-way continuing North 89 degrees 55 minutes 57 seconds West a distance of 142.26 feet to an existing bolt; thence departing the said south line South 00 degrees 15 minutes 51 seconds West (record plat and deed = South) a distance of 216.63 feet to an iron pin located on the northerly right-of-way of a 30 feet wide road known as Robins Circle; thence departing the said northerly right-of-way continuing South 00 degrees 15 minutes 51 seconds West a distance of 15.62 feet to a point located on the centerline of said Robins Circle; thence along and with the said centerline the following six (6) bearings and distances: (1) South 74 degrees 02 minutes 13 seconds West (record plat and deed = South 73 degrees 50 minutes West, 24.6 feet and 23.2 feet) a distance of 22.95 feet, (2) North 84 degrees 57 minutes 47 seconds West (record plat and deed = North 85 degrees 10 minutes West) a distance of 145.00 feet, (3) North 78 degrees 27 minutes 47 seconds West (record plat and deed = North 78 degrees 40 minutes West 155.00 feet) a distance of 154.85 feet, (4) North 65 degrees 22 minutes 32 seconds West (record plat and deed = North 65 degrees 40 minutes West 275.0 feet) a distance of 274.58 feet, (5) North 71 degrees 52 minutes 32 seconds West (record plat and deed = North 72 degrees 10 minutes West) a distance of 134.90 feet and (6) North 66 degrees 57 minutes 32 seconds West (record plat and deed = North 67 degrees 15 minutes West and North 65 degrees 31 minutes West) a distance of 100.70 feet to a point located on the said south line of the southwest quarter of Section 12; thence departing the said centerline North 89 degrees 55 minutes 57 seconds West a distance of 18.44 feet to a nail marking the southwest corner of the southeast quarter of the southwest quarter of said Section 12; thence continuing North 89 degrees 55 minutes 57 seconds West along and with the said south line a distance of 53.70 feet to a nail located on the 662 contour of the Lake of the Ozarks; thence departing the said south line along and with the said 662 contour the following forty-four (44) bearings and distances: (1) North 24 degrees 35 minutes 48 seconds West a distance of 12.70 feet, (2) North 38 degrees 01 minute 03 seconds West a distance of 6.36 feet, (3) South 86 degrees 04 minutes 30 seconds West a distance of 20.54 feet, (4) North 50 degrees 00 minutes 18 seconds West a distance of 31.43 feet, (5) North 09 degrees 59 minutes 25 seconds West a distance of 20.53 feet, (6) North 28 degrees 02 minutes 31 seconds West a distance of 23.56 feet, (7) North 40 degrees 06 minutes 30 seconds West a distance of 17.33 feet, (8) North 31 degrees 30 minutes 21 seconds West a distance of 32.14 feet, (9) North 03 degrees 32 minutes 42 seconds West a distance of 11.28 feet, (10) North 67 degrees 42 minutes 17 seconds East a distance of 10.89 feet, (11) North 87 degrees 16 minutes 40 seconds East a distance of 21.49 feet, (12) South 68 degrees 26 minutes 29 seconds East a distance of 22.37 feet, (13) South 62 degrees 28 minutes 44 seconds East a distance of 24.59 feet, (14) South 74 degrees 20 minutes 31 seconds East a distance of 11.71 feet, (15) South 70 degrees 19 minutes 25 seconds East a distance of 13.42 feet, (16) South 81 degrees 23 minutes 52 seconds East a distance of 24.04 feet, (17) North 72 degrees 55 minutes 52 seconds East a distance of 35.87 feet, (18) North 71 degrees 27 minutes 48 seconds East a distance of 55.15 feet, (19) North 88 degrees 22 minutes 07 seconds East a distance of 13.63 feet, (20) North 87 degrees 51 minutes 59 seconds East a distance of 11.94 feet, (21) North 88 degrees 28 minutes 05 seconds East a distance of 14.71 feet, (22) North 78 degrees 12 minutes 44 seconds East a distance of 12.31 feet, (23) North 85 degrees 26 minutes 53 seconds East a distance of 6.91 feet, (24) North 86 degrees 43 minutes 23 seconds East a distance of 35.27 feet, (25) South 89 degrees 49 minutes 20 seconds East a distance of 22.95 feet, (26) South 82 degrees 15 minutes 51 seconds East a distance of 14.97 feet, (27) South 76 degrees 05 minutes 57 seconds East a distance of 30.46 feet, (28) South 76 degrees 02 minutes 10 seconds East a distance of 28.51 feet, (29) South 76 degrees 39 minutes 22 seconds East a distance of 30.94 feet, (30) South 72 degrees 34 minutes 30 seconds East a distance of 17.43 feet, (31) South 60 degrees 05 minutes 53 seconds East a distance of 13.88 feet, (32) South 82 degrees 18 minutes 26 seconds East a distance of 25.57 feet, (33) South 81 degrees 00 minutes 08 seconds East a distance of 28.78 feet, (34) South 03 degrees 56 minutes 05 seconds West a distance of 2.08 feet, (35) South 76 degrees 59 minutes 59 seconds East a distance of 22.00 feet, (36) South 85 degrees 48 minutes 52 seconds East a distance of 30.60 feet, (37) North 86 degrees 45 minutes 56 seconds East a distance of 20.17 feet, (38) North 41 degrees 29 minutes 18 seconds East a distance of 17.94 feet, (39) North 25 degrees 49 minutes 27 seconds East a distance of 14.34 feet, (40) North 03 degrees 57 minutes 49 seconds East a distance of 28.66 feet, (41) North 19 degrees 42 minutes 39 seconds West a distance of 31.63 feet, (42) North 17 degrees 54 minutes 23 seconds West a distance of 25.64 feet, (43) North 04 degrees 25 minutes 03 seconds West a distance of 19.32 feet and (44) North 04 degrees 25 minutes 04 seconds East a distance of 27.31 feet to a point located on the common line of two tracts of land recorded at Book 603 at Page 421 and Book 749 at Page 576, at the Camden County Recorder's Office; thence departing the said 662 contour along and with the said common line the following six (6) bearings and distances: (1) South 79 degrees 14 minutes 11 seconds East (record deed = South 79 degrees 19 minutes East) a distance of 5.61 feet to an iron pipe, (2) thence continuing South 79 degrees 14 minutes 11 seconds East a distance of 201.93 feet (record deed = 201.5 feet) to an existing iron square tube, (3) South 87 degrees 01 minute 41 seconds East (record deed = North 87 degrees 03 minutes West 134.8 feet) a distance of 134.69 feet to an existing nail, (4) South 59 degrees 54 minutes 47 seconds East (record deed = North 60 degrees 03 minutes West 96.7 feet) a distance of 96.68 feet to an iron pin, (5) South 82 degrees 25 minutes 04 seconds East (record deed = North 82 degrees 33 minutes West 92.8 feet) a distance of 92.76 feet and (6) North 76 degrees 04 minutes 23 seconds East (record deed = South 75 degrees 57 minutes East 138.3 feet) a distance of 138.10 feet to an existing spike marking the P.I. of a curve on the centerline of the said 60 feet wide right-of-way of Passover Road being a 27 degree 00 minute 00 second degree curve having a radius of 212.21 feet; thence departing the said common line South 30 degrees 15 minutes 59 seconds West (record deed = North 30 degrees 15 minutes East) along and with the semi-tangent of the said curve a distance of 97.31 feet to the P.T. of the said curve located on the centerline of said Passover Road; thence departing the said semi-tangent continuing South 30 degrees 15 minutes 59 seconds West along and with the said centerline a distance of 97.36 feet (record deed = 98.0 feet), returning to the point of beginning. Containing 6.21 acres excluding right-of-way of said Passover Road and Robins Circle."

Subject to the 60 feet wide right-of-way of Passover Road and the 30 feet wide right-of-way of Robins Circle and to any other rights-of-way, easements or restrictions either of record or not.

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

END OF DESCRIPTION

|
on
of

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: February 9, 2021

Subdivision Name: Robins at the Waters Edge Condominium Subdivision
Preliminary and Final Plats

Location: On the north side of Passover Road on Robins Circle
(Robins Resort Property).

Applicant: WK LOZ Holdings, LLC

Surveyor: Miller Surveying

Tract Size: 6.21 acres (24 single –family lots)

Zoning: C-1b (Commercial Lodging)

Surrounding Land Use:

North: Single Family

South: Lake of the Ozarks

East: Single Family

West: Single Family

Department Comments

Preliminary:

The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements.

All public improvements, (i.e., roadways, parking areas, streetlights, etc.) must be designed and built to city design standards.

Final:

The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.

The infrastructure that serves this development are existing and in place. Any improvements or changes to the existing utilities must be constructed to City Design Standards.



Rezoning Case 412 Location Map

ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION

A tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at an existing iron pipe marking the south quarter corner of Section 12, Township 39 North, Range 16 West and running along and with the south line of the southwest quarter of said Section 12 the following three (3) bearings and distances: (1) North 89 degrees 55 minutes 57 seconds West (record plat and deed = West 334.0 feet) a distance of 333.72 feet to a point located on the centerline of a 60 feet wide road known as Passover Road, for the POINT OF BEGINNING, (2) thence departing the said centerline continuing North 89 degrees 55 minutes 57 seconds West a distance of 34.71 feet to an iron pin located on the westerly right-of-way of said Passover Road and (3) thence departing the said westerly right-of-way continuing North 89 degrees 55 minutes 57 seconds West a distance of 142.26 feet to an existing bolt; thence departing the said south line South 00 degrees 15 minutes 51 seconds West (record plat and deed = South) a distance of 216.63 feet to an iron pin located on the northerly right-of-way of a 30 feet wide road known as Robins Circle; thence departing the said northerly right-of-way continuing South 00 degrees 15 minutes 51 seconds West a distance of 15.62 feet to a point located on the centerline of said Robins Circle; thence along and with the said centerline the following six (6) bearings and distances: (1) South 74 degrees 02 minutes 13 seconds West (record plat and deed = South 73 degrees 50 minutes West, 24.6 feet and 23.2 feet) a distance of 22.95 feet, (2) North 84 degrees 57 minutes 47 seconds West (record plat and deed = North 85 degrees 10 minutes West) a distance of 145.00 feet, (3) North 78 degrees 27 minutes 47 seconds West (record plat and deed = North 78 degrees 40 minutes West 155.00 feet) a distance of 154.85 feet, (4) North 65 degrees 22 minutes 32 seconds West (record plat and deed = North 65 degrees 40 minutes West 275.0 feet) a distance of 274.58 feet, (5) North 71 degrees 52 minutes 32 seconds West (record plat and deed = North 72 degrees 10 minutes West) a distance of 134.90 feet and (6) North 66 degrees 57 minutes 32 seconds West (record plat and deed = North 67 degrees 15 minutes West and North 65 degrees 31 minutes West) a distance of 100.70 feet to a point located on the said south line of the southwest quarter of Section 12; 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Containing 6.21 acres excluding right-of-way of said Passover Road and Robins Circle."

Subject to the 60 feet wide right-of-way of Passover Road and the 30 feet wide right-of-way of Robins Circle and to any other rights-of-way, easements or restrictions either of record or not.

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

END OF DESCRIPTION

OWNER'S CERTIFICATE

The undersigned, WK LOZ Holdings, LLC, a Missouri Limited Liability Company, are the owner's of the property described by legal description hereon, have caused the same to be resurveyed in the manner shown on the accompanying plat, and said tract of land shall hereafter be known as "ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION".

Said real property shall be subject to all conditions, reservations, easements of record and to utilities whether of record or not. All streets drives and other passageways commonly used for vehicular and pedestrian traffic are private and no dedication to the public is expressed or intended unless already dedicated to public use.

WK LOZ Holdings, LLC, a Missouri Limited Liability Company

JEFF KRANTZ, Officer JASON WHITTLE, Officer

STATE OF) COUNTY OF)SS

On this day of , 2021, before me personally appeared JEFF KRANTZ and JASON WHITTLE, Officers of the WK LOZ Holdings, LLC, a Missouri Limited Liability Company, to me personally known, who being by me duly sworn, did acknowledge the said instrument to be the free act and deed of the said Missouri Limited Liability Company.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

ACCEPTANCE BY THE CITY OF OSAGE BEACH

The foregoing plat was approved and accepted by the City of Osage Beach pursuant to Ordinance no. 96.35 of the Code of Ordinances of the City of Osage Beach, Missouri on the day of , 2021.

JOHN OLIVARRI, Mayor TARA BERRETH, City Clerk

STATE OF MISSOURI))SS COUNTY OF CAMDEN)

On this day of , 2021, before me, a Notary Public, personally appeared JOHN OLIVARRI and TARA BERRETH, to me personally known, who being by me duly sworn did say that they are respectively the City Mayor and the City Clerk of the City of Osage Beach, Missouri, a Missouri municipal corporation and that the foregoing instrument was signed by them on behalf of said city.

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

Notary Public

My commission expires:

CONSENT OF MORTGAGEE

I, BRIAN GAGNON, Vice President of Central Bank of Lake of the Ozarks, on behalf of said bank, mortgagee on the property, as shown on the attached subdivisional plat, do hereby consent to the resubdivision and filing of this plat.

By:

STATE OF))SS COUNTY OF)

On this day of , 2021, BRIAN GAGNON, known personally to me, appeared upon and being sworn, stated that he is the Vice President of Central Bank of Lake of the Ozarks and that this instrument was signed and the corporate seal affixed by authority of its Board of Directors and is the free act and deed of the Corporation.

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

Notary Public

My commission expires:

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and resubdivision.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 15 day of January, 2021.

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

DRAWING DATE:	12/1/20
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	
PROJECT #:	MC 20-362
SHEET:	2 OF 2
FIELD BOOK:	M-301 PG 9
MO LSC NO.	2011027104

Part of the south 1/2 of the sw 1/4 of Section 12 & part of the north 1/2 of the nw 1/4 of Section 13, All in Township 39 North, Range 16 West, Camden County, MO



MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (673)348-9799 Surv. (673)348-5562 Fax (673)348-2894
www.themillerco.com



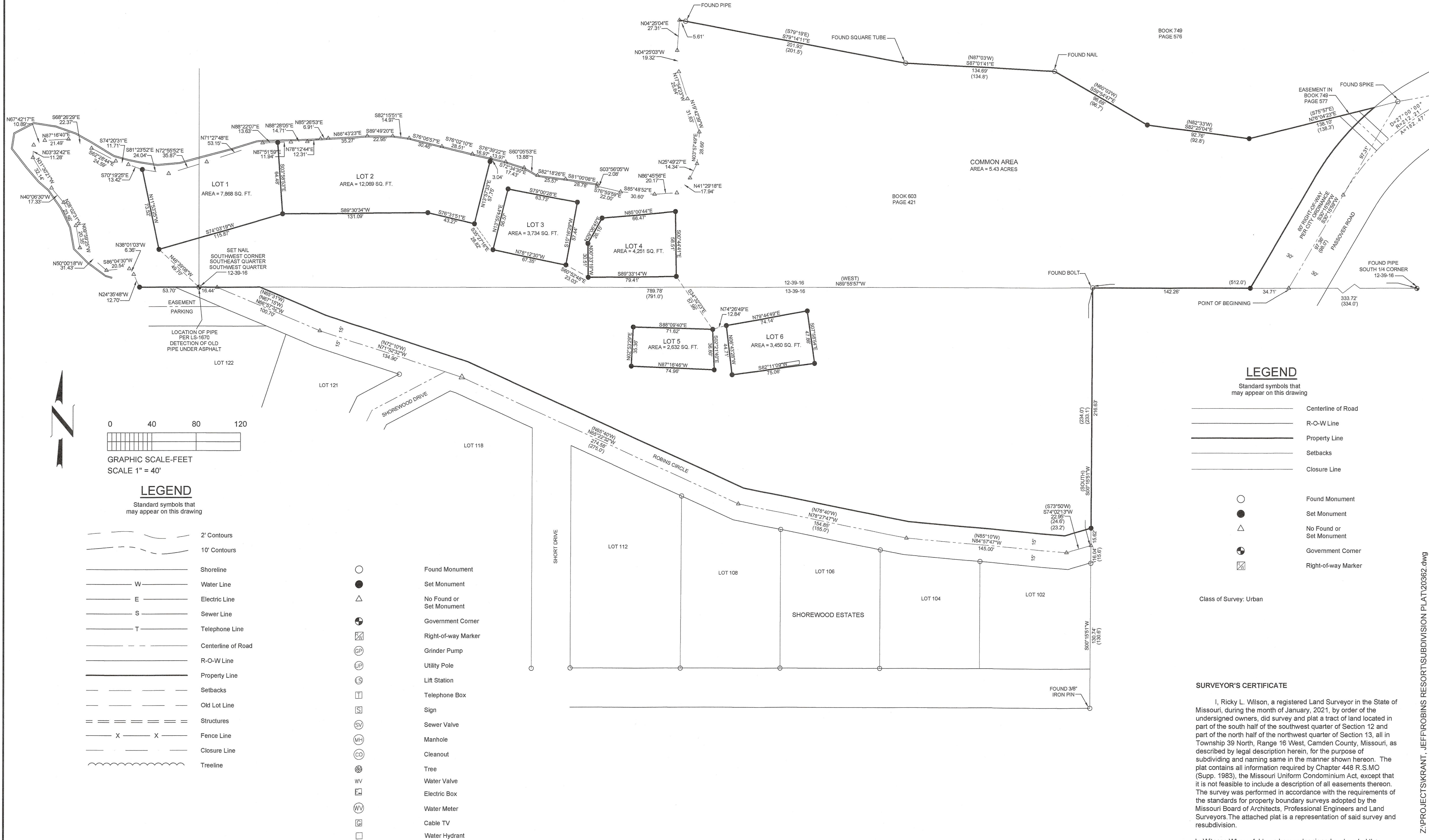
STATE OF MISSOURI
REGISTERED LAND SURVEYOR
RICKY L. WILSON
LS-2638

FILE LOCATION: Z:\PROJECTS\KRANTZ, JEFF\ROBINS RESORT\SUBDIVISION PLAT\20362.dwg

Note:

1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.

ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION



LEGEND

Standard symbols that may appear on this drawing

- Centerline of Road
- R-O-W Line
- Property Line
- Setbacks
- Closure Line

- Found Monument
- Set Monument
- No Found or Set Monument
- Government Corner
- Right-of-way Marker

Class of Survey: Urban

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and resubdivision.

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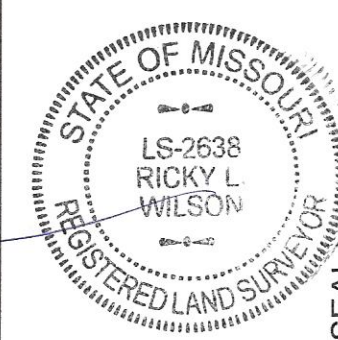
Ricky L. Wilson
Ricky L. Wilson
MO. REG. NO. L.S. 2638

DRAWING DATE:	12/1/20
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	1" = 40'
PROJECT #:	MC 20-362
SHEET:	1 OF 2
FIELD BOOK:	M-301 PG 9
MO LSC NO:	2011027104

Part of the south half of the southwest 1/4 of Section 12 and part of the north half of the northwest 1/4 of Section 13, All in Township 39 North, Range 16 West, Camden County, MO

FILE LOCATION: Z:\PROJECTS\KRANT, JEFF\ROBINS RESORTSUBDIVISION PLAT20362.dwg

MILLER COMPANIES
Engineering - Land Surveying - Environmental Services
P.O. BOX 262, CHASE BEACH, MO 64605
Eng. (573) 449-9189, Fax (573) 448-2894
www.millerco.com



ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION

A tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at an existing iron pipe marking the south quarter corner of Section 12, Township 39 North, Range 16 West and running along and with the south line of the southwest quarter of said Section 12 the following three (3) bearings and distances: (1) North 89 degrees 55 minutes 57 seconds West (record plat and deed = West 334.0 feet) a distance of 333.72 feet to a point located on the centerline of a 60 feet wide road known as Passover Road, for the POINT OF BEGINNING, (2) thence departing the said centerline continuing North 89 degrees 55 minutes 57 seconds West a distance of 34.71 feet to an iron pin located on the westerly right-of-way of said Passover Road and (3) thence departing the said westerly right-of-way continuing North 89 degrees 55 minutes 57 seconds West a distance of 142.26 feet to an existing bolt; thence departing the said south line South 00 degrees 15 minutes 51 seconds West (record plat and deed = South) a distance of 216.63 feet to an iron pin located on the northerly right-of-way of a 30 feet wide road known as Robins Circle; thence departing the said northerly right-of-way continuing South 00 degrees 15 minutes 51 seconds West a distance of 15.62 feet to a point located on the centerline of said Robins Circle; thence along and with the said centerline the following six (6) bearings and distances: (1) South 74 degrees 02 minutes 13 seconds West (record plat and deed = South 73 degrees 50 minutes West, 24.6 feet and 23.2 feet) a distance of 22.95 feet, (2) North 84 degrees 57 minutes 47 seconds West (record plat and deed = North 85 degrees 10 minutes West) a distance of 145.00 feet, (3) North 78 degrees 27 minutes 47 seconds West (record plat and deed = North 78 degrees 40 minutes West 155.00 feet) a distance of 154.85 feet, (4) North 65 degrees 22 minutes 32 seconds West (record plat and deed = North 65 degrees 40 minutes West 275.0 feet) a distance of 274.58 feet, (5) North 71 degrees 52 minutes 32 seconds West (record plat and deed = North 72 degrees 10 minutes West) a distance of 134.90 feet and (6) North 66 degrees 57 minutes 32 seconds West (record plat and deed = North 67 degrees 15 minutes West and North 65 degrees 31 minutes West) a distance of 100.70 feet to a point located on the said south line of the southwest quarter of Section 12; thence departing the said centerline North 89 degrees 55 minutes 57 seconds West a distance of 18.44 feet to a nail marking the southwest corner of the southeast quarter of the southwest quarter of said Section 12; thence continuing North 89 degrees 55 minutes 57 seconds West along and with the said south line a distance of 53.70 feet to a nail located on the 662 contour of the Lake of the Ozarks; thence departing the said south line along and with the said 662 contour the following forty-four (44) bearings and distances: (1) North 24 degrees 35 minutes 48 seconds Wet a distance of 12.70 feet, (2) North 38 degrees 01 minute 03 seconds West a distance of 6.36 feet, (3) South 86 degrees 04 minutes 30 seconds West a distance of 20.54 feet, (4) North 50 degrees 00 minutes 18 seconds West a distance of 31.43 feet, (5) North 09 degrees 59 minutes 25 seconds West a distance of 20.53 feet, (6) North 28 degrees 02 minutes 31 seconds West a distance of 23.56 feet, (7) North 40 degrees 06 minutes 30 seconds West a distance of 17.33 feet, (8) North 31 degrees 30 minutes 21 seconds West a distance of 32.14 feet, (9) North 03 degrees 32 minutes 42 seconds West a distance of 11.28 feet, (10) North 67 degrees 42 minutes 17 seconds East a distance of 10.89 feet, (11) North 87 degrees 16 minutes 40 seconds East a distance of 21.49 feet, (12) South 68 degrees 26 minutes 29 seconds East a distance of 22.37 feet, (13) South 62 degrees 28 minutes 44 seconds East a distance of 24.59 feet, (14) South 74 degrees 20 minutes 31 seconds East a distance of 11.71 feet, (15) South 70 degrees 19 minutes 25 seconds East a distance of 13.42 feet, (16) South 81 degrees 23 minutes 52 seconds East a distance of 24.04 feet, (17) North 72 degrees 55 minutes 52 seconds East a distance of 35.87 feet, (18) North 71 degrees 27 minutes 48 seconds East a distance of 55.15 feet, (19) North 88 degrees 22 minutes 07 seconds East a distance of 13.63 feet, (20) North 87 degrees 51 minutes 59 seconds East a distance of 11.94 feet, (21) North 88 degrees 28 minutes 05 seconds East a distance of 14.71 feet, (22) North 78 degrees 12 minutes 44 seconds East a distance of 12.31 feet, (23) North 85 degrees 26 minutes 53 seconds East a distance of 6.91 feet, (24) North 86 degrees 43 minutes 23 seconds East a distance of 35.27 feet, (25) South 89 degrees 49 minutes 20 seconds East a distance of 22.95 feet, (26)South 82 degrees 15 minutes 51 seconds East a distance of 14.97 feet, (27) South 76 degrees 05 minutes 57 seconds East a distance of 30.46 feet, (28) South 76 degrees 02 minutes 10 seconds East a distance of 28.51 feet, (29) South 76 degrees 39 minutes 22 seconds East a distance of 30.94 feet, (30) South 72 degrees 34 minutes 30 seconds East a distance of 17.43 feet, (31) South 60 degrees 05 minutes 53 seconds East a distance of 13.88 feet, (32) South 82 degrees 18 minutes 26 seconds East a distance of 25.57 feet, (33) South 81 degrees 00 minutes 08 seconds East a distance of 28.78 feet, (34) South 03 degrees 56 minutes 05 seconds West a distance of 2.08 feet, (35) South 76 degrees 59 minutes 59 seconds East a distance of 22.00 feet, (36) South 85 degrees 48 minutes 52 seconds East a distance of 30.60 feet, (37) North 86 degrees 45 minutes 56 seconds East a distance of 20.17 feet, (38) North 41 degrees 29 minutes 18 seconds East a distance of 17.94 feet, (39) North 25 degrees 49 minutes 27 seconds East a distance of 14.34 feet, (40) North 03 degrees 57 minutes 49 seconds East a distance of 28.66 feet, (41) North 19 degrees 42 minutes 39 seconds West a distance of 31.63 feet, (42) North 17 degrees 54 minutes 23 seconds West a distance of 25.64 feet, (43) North 04 degrees 25 minutes 03 seconds West a distance of 19.32 feet and (44) North 04 degrees 25 minutes 04 seconds East a distance of 27.31 feet to a point located on the common line of two tracts of land recorded at Book 603 at Page 421 and Book 749 at Page 576, at the Camden County Recorder's Office; thence departing the said 662 contour along and with the said common line the following six (6) bearings and distances: (1) South 79 degrees 14 minutes 11 seconds East (record deed = South 79 degrees 19 minutes East) a distance of 5.61 feet to an iron pipe, (2) thence continuing South 79 degrees 14 minutes 11 seconds East a distance of 201.93 feet (record deed = 201.5 feet) to an existing iron square tube, (3) South 87 degrees 01 minute 41 seconds East (record deed = North 87 degrees 03 minutes West 134.8 feet) a distance of 134.69 feet to an existing nail, (4) South 59 degrees 54 minutes 47 seconds East (record deed = North 60 degrees 03 minutes West 96.7 feet) a distance of 96.68 feet to an iron pin, (5) South 82 degrees 25 minutes 04 seconds East (record deed = North 82 degrees 33 minutes West 92.8 feet) a distance of 92.76 feet and (6) North 76 degrees 04 minutes 23 seconds East (record deed = South 75 degrees 57 minutes East 138.3 feet) a distance of 138.10 feet to an existing spike marking the P.I. of a curve on the centerline of the said 60 feet wide right-of-way of Passover Road being a 27 degree 00 minute 00 second degree curve having a radius of 212.21 feet; thence departing the said common line South 30 degrees 15 minutes 59 seconds West (record deed = North 30 degrees 15 minutes East) along and with the semi-tangent of the said curve a distance of 97.31 feet to the P.T. of the said curve located on the centerline of said Passover Road; thence departing the said semi-tangent continuing South 30 degrees 15 minutes 59 seconds West along and with the said centerline a distance of 97.36 feet (record deed = 98.0 feet), returning to the point of beginning. Containing 6.21 acres excluding right-of-way of said Passover Road and Robins Circle."

Subject to the 60 feet wide right-of-way of Passover Road and the 30 feet wide right-of-way of Robins Circle and to any other rights-of-way, easements or restrictions either of record or not.

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

END OF DESCRIPTION

OWNER'S CERTIFICATE

The undersigned, WK LOZ Holdings, LLC, a Missouri Limited Liability Company, are the owner's of the property described by legal description hereon, have caused the same to be resurveyed in the manner shown on the accompanying plat, and said tract of land shall hereafter be known as "ROBINS AT THE WATERS EDGE CONDOMINIUM SUBDIVISION".

Said real property shall be subject to all conditions, reservations, easements of record and to utilities whether of record or not. All streets drives and other passageways commonly used for vehicular and pedestrian traffic are private and no dedication to the public is expressed or intended unless already dedicated to public use.

WK LOZ Holdings, LLC, a Missouri Limited Liability Company

JEFF KRANTZ, Officer JASON WHITTLE, Officer

STATE OF)
COUNTY OF)SS

On this day of , 2021, before me personally appeared JEFF KRANTZ and JASON WHITTLE, Officers of the WK LOZ Holdings, LLC, a Missouri Limited Liability Company, to me personally known, who being by me duly sworn, did acknowledge the said instrument to be the free act and deed of the said Missouri Limited Liability Company.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

ACCEPTANCE BY THE CITY OF OSAGE BEACH

The foregoing plat was approved and accepted by the City of Osage Beach pursuant to Ordinance no. 96.35 of the Code of Ordinances of the City of Osage Beach, Missouri on the day of , 2021.

JOHN OLIVARRI, Mayor TARA BERRETH, City Clerk

STATE OF MISSOURI)
COUNTY OF CAMDEN)SS

On this day of , 2021, before me, a Notary Public, personally appeared JOHN OLIVARRI and TARA BERRETH, to me personally known, who being by me duly sworn did say that they are respectively the City Mayor and the City Clerk of the City of Osage Beach, Missouri, a Missouri municipal corporation and that the foregoing instrument was signed by them on behalf of said city.

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

Notary Public

My commission expires:

CONSENT OF MORTGAGEE

I, BRIAN GAGNON, Vice President of Central Bank of Lake of the Ozarks, on behalf of said bank, mortgagee on the property, as shown on the attached subdivisional plat, do hereby consent to the resubdivision and filing of this plat.

By:

STATE OF)
COUNTY OF)SS

On this day of , 2021, BRIAN GAGNON, known personally to me, appeared upon and being sworn, stated that he is the Vice President of Central Bank of Lake of the Ozarks and that this instrument was signed and the corporate seal affixed by authority of its Board of Directors and is the free act and deed of the Corporation.

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

Notary Public

My commission expires:

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the southwest quarter of Section 12 and part of the north half of the northwest quarter of Section 13, all in Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and resubdivision.

In Witness Whereof, I have hereunder signed and sealed the foregoing this day of January, 2021.

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

DRAWING DATE:	12/1/20
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	
PROJECT #:	MC 20-362
SHEET:	2 OF 2
FIELD BOOK:	M-301 PG 9
MO LSC NO.	2011027104

Part of the south 1/2 of the sw 1/4 of Section 12 & part of the north 1/2 of the nw 1/4 of Section 13, All in Township 39 North, Range 16 West, Camden County, MO



MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (673)348-9799 Surv. (673)348-5562 Fax (673)348-2894
www.themillercoos.com



SEAL

FILE LOCATION: Z:\PROJECTS\KRANTZ, JEFF\ROBINS RESORT\SUBDIVISION PLAT\20362.dwg

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 4, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: February 25, 2021

Agenda Item:

Bill 21-07 - 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, on going maintenance, and to expand automated chemical feeding at three different sites in an amount not to exceed \$158,000. *First Reading*

Requested Action:

First Reading of Bill #21-07

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The current contract expires on March 31, 2021

Budgeted Item:

Yes

Budget Line Item/Title: 35-00-762700 Odor Control

FY21 Budgeted Amount:	\$158,000
Expenditures to Date (02/25/21):	(\$ 0.00)
Available:	\$158,000

Requested Amount:

\$158,000

Department Comments and Recommendation:

This is a request for authorization to enter into a one year contract extension with Evoqua for the purchase of odor control chemicals, ongoing maintenance of our system, and to automate chemical feeding at three additional site that are currently manual feed site.. This extension would start on April 1, 2021 and run through March 31, 2022.

This contract extension provides the City with:

- It 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
- It provides for the on-going maintenance of chemical feeder units, pump housings, and storage tanks.
- It provides for the replacement of carbon media at various sites, as needed.
- It also includes monitoring technology at 5 different locations (KK1-14, LS 53-1, Sycamore Creek, Sands, Rockway, and 42 Campground) used for continuous monitoring of hydrogen sulfide gas.
- Adding automated chemical feeding a three sites that were previously on a manual feed system. Automating chemical feeding at these three sites (Tan Tar A/Dude Ranch/Passover) will provide use with the ability to remotely change chemical levels across our entire odor control system.
- We will also be using a new chemical, Alkagen 45, at the Sands lift station as we continue to try and improve odor control between Sands lift station and the Rockway lift station.
- Training for our staff.

This year it is especially important that we build in additional training because of the lack of experience that we have in the Sewer Department. To that end I asked Evoqua to include one full day of training in the contract at no additional cost.

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. I have review all odor control chemical purchases for the last 3 years. Factoring in this information along with the cost of ongoing maintenance of our odor control system and automated chemical feeding at 3 additional sites, I estimate that we will need to spend at least \$135,000 on this contract.

That said, I am asking for a not to exceed amount of \$158,000 for this contract. With

such an inexperienced crew I think it is in the City's best interest to have some room in this contract to allow for additional training or emergency service visits if necessary. There is no one currently working in your sewer department that has any previous experience operating an odor control system. Having this additional 26,000 in this ordinance will give us the ability to reach out to Evoqua for additional help if necessary.

The inexperience of your sewer staff is also the reason why we are asking to automate chemical feeding at Tan Tar A, Dude Ranch, Passover. Manually feeding these chemicals is a highly technical process that requires a lot of training. Odor control training is very important, but automating chemical feeders makes things a lot easier for our new sewer crew to handle on a daily and weekly basis. Moving to an all automated chemical feeding system will make the system easier to maintain and will allow us to focus on the new preventative maintenance processes for our sewer infrastructure that I have put in place.

The Alkagen chemical is a chemical that is widely used for odor control by many of Evoqua's customers during the warmer months of the year. I have spoken with 5 of their customers about the product and they all speak very highly of its use. We will be using this chemical between Sands and Rockway lift stations this summer, but we have the capability to go back to using Bioxide if we need to.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-07 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC TO PROVIDE ODOR CONTROL CHEMICALS, ONGOING MAINTENANCE, AND TO EXPAND AUTOMATED CHEMICAL FEEDING AT THREE DIFFERENT SITES IN THE AMOUNT NOT TO EXCEED \$158,000.

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 of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Evoqua Water Technologies, LLC. providing for provide odor control chemicals, ongoing maintenance, and to expand automated chemical feeding at three different sites as indicated on the attached contract for the term ending March 31, 2022, at a total price not exceed \$ One Hundred Fifty-Eight Thousand Dollars (\$158,000.00), and in a form substantially similar in terms and content attached to this ordinance as Exhibit "A."

Section 2. Total expenditures or liability authorized under the contract shall not exceed One Hundred Fifty-Eight Thousand Dollars (\$158,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.07 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.07.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

February 22, 2021

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

**RE: FULL-SERVICE ODOR CONTROLsm PROGRAM RENEWAL AND EXPANSION
 CITY OF OSAGE BEACH, MO
 Evoqua Quote No. 2018-241264R6**

Thank you for choosing Evoqua Water Technologies LLC for your odor and corrosion control needs. Evoqua is pleased to extend the current Full-Service Odor Controlsm Program for the City of Osage Beach. The following pricing will take effect on April 1, 2021 and remain firm through March 31, 2022. Scope of work and supply in the agreement are subject to the City appropriating funds during each budget cycle.

Bioxide [®] Solution:	<u>\$3.45/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of order. Price includes delivery, Prepaid (PPD).
Odophos [®] Plus CL Solution:	<u>\$2.98/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of order. Price includes delivery, Prepaid (PPD).
Alkagen [®] 45 Solution:	<u>\$4.75/Gallon</u> delivered in minimum 1,600-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of order. Price includes delivery, Prepaid (PPD). Storage tank will be ran dry and washed out leaving no product in the tank during the winter season.
Alkagen [®] 45 Equipment:	<u>\$1,000.00 per month</u> for storage and feed system (Sands Pump Station – see Appendix B)
VersaDoseLT Technology:	<u>\$1,000.00 per month</u> per feed station (3 replacement feed systems – see Appendix A), (Dude Ranch Road, Tan-Tar-A, and Passover Road) Existing VersaDoseLT Systems are included in program at no charge.
VaporLink Technology:	Included in program at no charge
Link2Site Technology:	Included in program at no charge
C35 Carbon Scrubber:	<u>\$1,150.00 per month</u>
Monthly Service Fee:	<u>\$875.00 per month</u>
Field Training:	Included in program at no charge (1 day, up to 8 hours site time)
Emergency Service Fee:	<u>\$2,000 per visit. 1 visit included at no charge.</u>
Replacement Parts:	Any parts required for service other than those covered by the manufacturer's warranty will be replaced on a parts quote basis with prior approval.



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

NOTE: Evoqua Water Technologies shall retain ownership of the VersaDoseLT Systems, VaporLink Units, and C35 Carbon Scrubber Equipment.

The previously agreed upon Scope of Supply as outlined in Evoqua Quote No. 2018-241264R2 are considered part of this proposal.

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

Evoqua Water Technologies is committed to providing the highest standard of chemical quality and technical services in the industry.

Thanks again for your business. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (618) 616-1552 or via email at mark.mcguire@evoqua.com. We look forward to working with you in the years to come.

Sincerely,

Evoqua Water Technologies LLC

Mark McGuire

Mark McGuire
Sales Representative, Municipal Services

**RE: FULL-SERVICE ODOR CONTROLSM PROGRAM RENEWAL AND EXPANSION
CITY OF OSAGE BEACH, MO
Evoqua Quote No. 2018-241264R6**

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

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

Company: _____

**Appendix A: Osage Beach, MO
Full-Service Odor Control Program
Versa Dose LT Feed Systems**

Evoqua Water Technologies shall provide the following equipment at the following Chemical Feed Stations:

1. Tan-Tar-A Feed Station
2. Dude Ranch Road Feed Station
3. Passover Road Feed Station

1. SCOPE OF SUPPLY

- (3) Complete UL Approved, Stainless Steel Control and Calibration Unit to Control One Feed Pump. The Control Unit shall consist of:
 - 1- Operator Interface with tank level readout
 - 1- 316 SS Control Enclosure
 - 1- 15 Amp Circuit Breaker, 115 volt
 - 1- Ground Fault Convenience Receptacle
 - 3- On/Off Soft Switches
 - 1- Calibration Cylinder with Flow Control Valves
 - 1- Thermostatically Controlled Heater
 - 1- Pressure Transducer Level Probe
 - 1- 1,000 mL Calibration Cylinder with Flow Control Valves
 - 1- Cellular Modem
- (3) VersaDose® LT Advanced Dosing Packages – The automation package will be programmed at the factory and can be optimized in the field to functionally control the dose rate using [24 hour / day per week dose curves] [from station flow signals].
- (3) Single Wall Piping Kit shall consist of:
 - 40 ft 1/2" schedule 80 PVC Pipe.
 - 1- 2" Stainless Steel Male Camlock
 - 1- 2" Plastic Female Camlock Cap.
 - 1- 2" Schedule 80 PVC Tank Fill Piping
- (3) Watson Marlow Peristaltic Pump with an adjustable feed rate from 0.3 to 500 mL/min and a maximum discharge pressure of 100 psi.
- (3) Manufacturer Start-up Services, which shall consist of one (1) day at eight (8) hours per day, including travel to jobsite.
- (3) Mechanical Installation

2. SITE AND UTILITIES

Contractor to provide/performance all facets of system installation including, but not limited to dewatering, concrete work, trenching, containment piping, excavation, backfill, piping and electrical. Contractor shall provide all equipment for site preparation and equipment off-loading. Only those items specifically listed in this proposal are included; all other items are specifically excluded. 120 VAC, 15 AMP electrical service required for system operation.

**Appendix B: Osage Beach, Missouri
Full-Service Odor Control Program
Alkagen® 45 Storage and Feed Equipment**

BACKGROUND

Figure 1 provides a system schematic. Alkagen® 45 is planned to be added at the Sands pump station to provide pH capture of sulfide for both force mains and treatment from Sands PS to Rockaway and to HWY D.

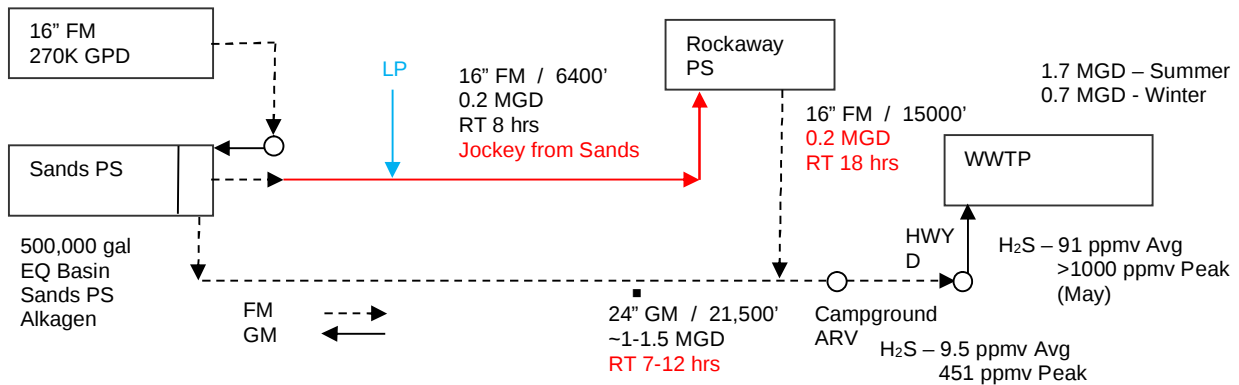


Figure 1 – Osage Beach Wastewater Block Diagram (Sands to WWTP)

- (1) HDR Tech Memo dated Nov 12, 2015

Table 1 below lists key factors for parallel FM network as follows

Item	Description	Notes
1	FM Length 16" Rockaway to WWTP	15,000'
2	FM Length 24" Sands to WWTP	21,500'
3	Avg Flow WWTP Summer	1.7
4	Avg Flow WWTP Winter	0.7
5	Avg Flow 16" without scour	60,000
6	Avg Flow 16" with scour	200,000
6	Retention Time 24" Summer	7-12 hrs
7	Retention Time 16" without scour	2.5 days
8	Retention Time 16" with scour	18 hrs
8	Current Treatment – Sands PS	Nitrate Salts
9	Control Point 24"	WWTP
10	Sulfide Expected at Control Point – 24"	7-12 ppm

Table 1 – Force Main Key Factors

ALKAGEN TECHNOLOGY

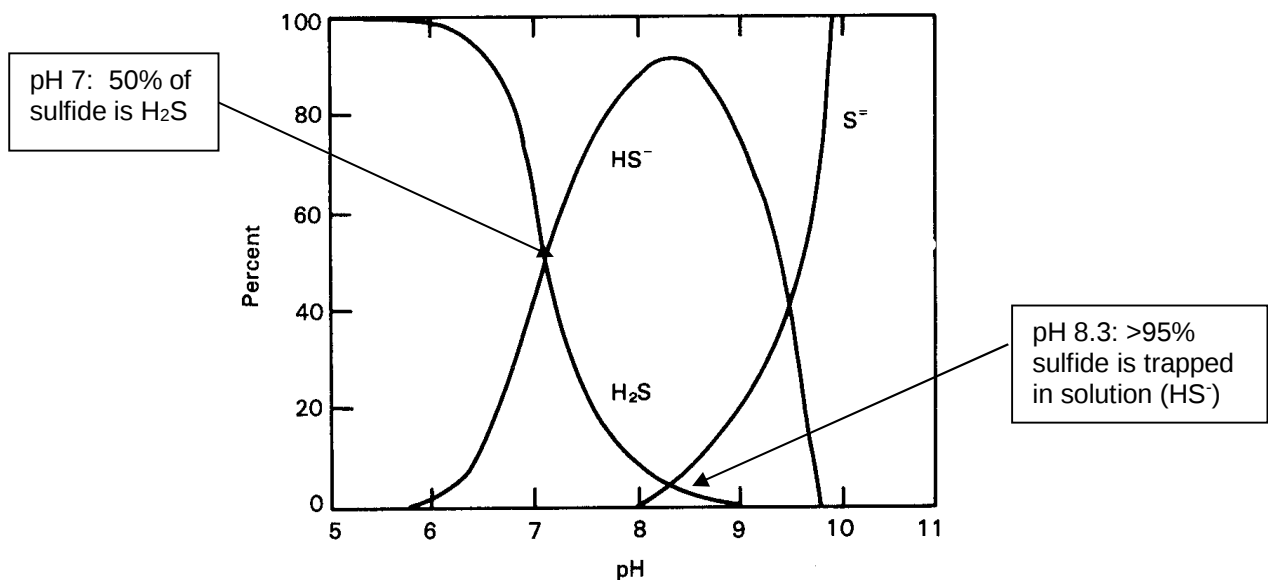


Figure 2 – Hydrogen Sulfide pH Shift Equilibrium

Hydrogen sulfide (H₂S) is a partially soluble gas which exists in aqueous solutions (i.e., wastewater) in equilibrium with the hydrosulfide ion (HS⁻) and sulfide ion (S²⁻). At a neutral pH of 7.0, roughly 50% of the sulfide in solution will be in the H₂S form and can escape to the atmosphere causing odor and corrosion problems. By shifting the pH of the solution to nearly 8.3, more than 95% of sulfide will be trapped in solution as HS⁻ form. This relationship is shown above in Figure 2.

Alkagen® is a non-hazardous source of alkalinity that can be used to increase the pH of your wastewater to achieve the necessary pH for controlling hydrogen sulfide emissions. With all Alkagen® systems, VersaDose® Dose-to-Demand technology is used to carefully control the metering of chemicals by programming daily dose curves that match sewage flow rates in your system. By using the VersaDose® we can maintain the necessary pH level for odor and corrosion control and prevent over-feeding of product and wasteful spending.

Benefits of an Alkagen® chemical dosing package are shown below:

- **Rapid Dissolution.** Alkagen® rapidly dissolves in wastewater, providing an almost instantaneous effect. Pump stations can typically be treated by applying Alkagen® to an influent manhole.
- **pH Range.** Alkagen® can elevate the pH of wastewater to 9.0 and greater if required, providing a shift of over 99% of dissolved sulfide to the non-volatile HS⁻ ion.
- **Controllability.** With its wide pH range, Alkagen® can be adjusted to the pH needed for a given application and controlled to maintain that pH using Evoqua VersaDose® technology, eliminating product overfeed and wasteful spending.
- **Increased Alkalinity.** Alkalinity is beneficial for maintaining effective biological activity in treatment plants. Bacteria and other biological entities which have important roles in wastewater treatment are

most effective at pH ranges from neutral to slightly alkaline (7.0 - 8.5). Alkagen® can provide the additional alkalinity needed to neutralize acids generated by natural biological pathways in a wastewater treatment plant and maintain an optimum wastewater pH.

TREATMENT OBJECTIVES

The following treatment objectives are expressed for odor and corrosion control downstream of the Sands Lift Station.

- a. Provide a non or low hazard treatment program for Osage Beach at Rockaway PS.
- b. Provide safe feed and storage platforms for odor control liquid phase products.
- c. Control hydrogen sulfide to minimize emissions near the control point – Rockaway LS.
- d. Control hydrogen sulfide from Sands to Hwy D.
- e. Minimize impacts to the WWTP from the use of sulfide neutralization chemistry.

SCOPE OF SERVICES

1. EQUIPMENT

Evoqua Water Technologies shall provide the following equipment:

- (1) 2,500 Nominal Gallon, Single Wall, High Density Cross Linked Polyethylene Chemical Storage Tank with baffles, (8' Diameter, 8' 9" Tall, Specific Gravity 1.65)
- (1) Self-contained Polyethylene Skid Assembly with Complete Control Unit, consisting of:
 - (1) Operator Interface with touch-screen controls
 - (1) Tank level readout
 - (2) Auto/Off switches with indicator lights
 - (1) Peristaltic Chemical Metering Pump
 - (2) Dry contacts to receive digital inputs
 - (1) Disconnect switch
- (1) VersaDose® Advanced Dosing Package – The automation package will be programmed at the factory
- (1) Level Indicator with local and internet display
- (1) Piping Kit shall consist of:
 - 40 ft 1/2" Polyethylene Tubing.
 - 40 ft 2" Schedule 40 PVC Pipe for Discharge Line
 - (1) 2" Schedule 80 Pipe Tank Fill Piping
 - (1) 2" Stainless Steel Male Camlock
 - (1) 2" Plastic Female Camlock Cap
- (1) All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

2. SITE, UTILITIES AND CUSTOMER REQUIREMENTS

City of Osage Beach shall be responsible for having certain facets of site preparation completed prior to Evoqua's mechanical installation of the feed equipment. This includes, but is not limited to dewatering, concrete work, trenching, containment piping, excavation, backfill, piping and electrical. Additionally, the customer shall be required to supply the following for the storage and feed system:

- Power – 15A / 480VAC / 3PH (provided within 10' of equipment)
- Floor Space – 12' x 15' concrete pad
- Tanker Access for chemical delivery
- Potable water for safety shower and eye wash
- Plant water for backflush and rinse water

Mechanical Installation Services include:

- Tank penetrations
- Installation of fill piping on tank
- Installation of U-vent
- Installation of suction piping from tank to pumps
- Installation overfill site gauge
- Installation of calibration relief/overfill line
- Installation of pressure transducing sensor
- Placement of tank and feed system

Mechanical Installation Services exclude:

- Electrical supply or connections
- Any concrete work, trenching, excavation, and backfill
- Any Below grade piping

Figure 3 provides a drawing of the system.

3. SCHEDULE

Evoqua can begin the program within 4 – 6 weeks of authorization to proceed after Evoqua contract approval and depending on scheduling.

4. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

An Evoqua service technician will perform routine maintenance for the product feed site as part of the odor control program.

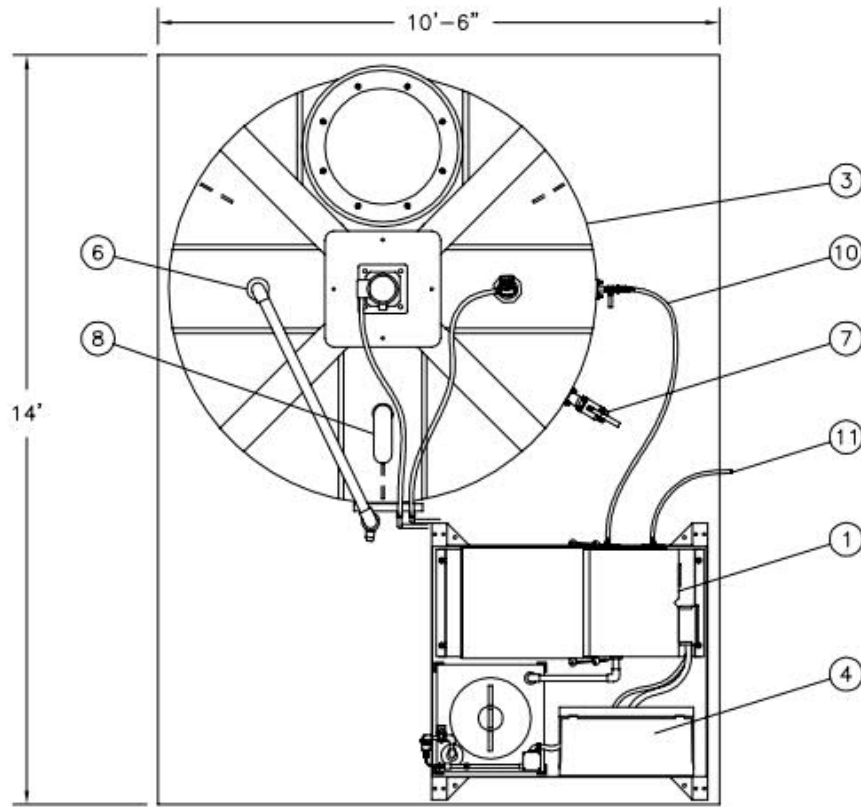


Figure 3 - 2500 Gallon Alkagen® Storage and Feed System Plan View

Evoqua Water Technologies LLC, Municipal Services – City of Osage Beach, MO - Terms and Conditions

1. **Applicable Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Seller (the "Seller's Documentation"), comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents, unless separately signed by Seller. Whether the terms set forth herein are included in an offer, acceptance or acknowledgment by Seller, such offer, acceptance or acknowledgment is conditioned on Customer's assent to these terms. Seller rejects all additional or different terms in any of Customer's forms or documents. The Agreement governs the scope of work set forth in Seller's Documentation. For the purposes of this Agreement, goods shall include equipment, leased equipment and media goods (collectively, the "Goods").
2. **Payment.** Customer shall pay Seller the full fee as set forth in Seller's Documentation. Seller's price does not include, and Seller shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed in Seller's Documentation or otherwise by Seller in writing. If Seller is required to pay any such charges, Customer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Scope of Services.** Seller shall provide the Goods and services specifically described in Seller's Documentation during normal business hours, unless otherwise specified in Seller's Documentation. Performance by Seller that is requested or required by the Customer outside of these hours will be charged at Seller's then current schedule of rates and will be in addition to the charges outlined in Seller's Documentation. Where the Customer requests additional Goods or services which are outside of the scope of work itemized in Seller's Documentation, Seller may provide those Goods and services at standard time and material rates and conditions then in effect.
4. **Ownership of Materials.** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the provision of Goods and services hereunder, and all related intellectual property rights, shall remain Seller's property.
5. **Changes.** Seller shall not implement any changes in the scope described in Seller's Documentation unless Customer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.
6. **Warranty.** Seller warrants to Customer that the Goods shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and services shall be performed in a good and workmanlike manner. The foregoing warranty shall not apply to any Goods that are specified or otherwise demanded by Customer and are not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Customer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Customer under warranty, tort or any other legal theory. Customer's service warranty is ninety days from the date of the service provided. If Customer is purchasing Goods from Seller then Seller's warranty period for Goods (except for media goods) is the earlier of one year from acceptance or eighteen months from delivery. In the event of a warranty claim, Seller shall, at its sole option and as Customer's sole and exclusive remedy, repeat the service at its own expense, repair or replace the affected parts or refund the price paid to Seller therefor. If Seller determines that any warranty claim is not, in fact, covered by this warranty, Customer shall pay Seller its then customary charges for any additionally required Goods or service. Seller's warranty is conditioned on Customer (a) operating and maintaining the Goods in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (a) media goods (such as, but not limited to, granular activated carbon media) once such media goods are installed and testing proves material conformance to Seller's Documentation; (b) damage caused by chemical action or abrasive material or misuse which has damaged the equipment serviced; and (c) improper installation (unless installed by Seller). THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES THEREFOR. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Customer harmless from any claim, cause of action or liability incurred by Customer as a result of third party claims for personal injury, death or damage to tangible property to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Customer (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Under no circumstances shall either Seller or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** Either party may terminate the scope of work specified in Seller's Documentation by providing 30 days notice sufficient to avoid costs incurred by the other party. If Customer cancels or suspends any such scope of work for any reason other than Seller's breach, Customer shall pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE GOODS AND/OR SERVICES SHALL NOT EXCEED \$1,000,000.00 TO SELLER THEREFOR. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Leased Equipment.** Any leased equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Leased Equipment as provided herein. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Leased Equipment in good and efficient working order. Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to Seller for removal. Customer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
12. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Customer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions.

ALKAGEN® 25 SOLUTION - ODOR AND CORROSION CONTROL IN WASTEWATER TREATMENT APPLICATIONS

ALKAGEN® 25 solution is a unique, proven product that uses a combination of alkaline and nitrate technologies to cost effectively control odors and corrosion in wastewater systems. It reduces the impact of FOG (fats, oils and grease) in collection and treatment systems and the dissolved sulfide load on treatment plants, providing significant operational and cost advantages over other alkaline enhancement products.

ALKAGEN 25 solution is a rapid dissolving/controllable pH shift technology that provides sulfide control within seconds from the application point. Whereas, magnesium hydroxide can take up to 2 hours to dissolve.

ALKAGEN 25 solution controls atmospheric and dissolved sulfide in wastewater conveyance and treatment systems using alkalinity supplementation and sulfide prevention.

TYPICAL PHYSICAL PROPERTIES

Chemical Analysis	23-26% Ca(OH) ₂ 0.1 to 5% Nitrate Solution
Appearance	White, free flowing suspension
Odor	Odorless
Viscosity	<500 cP
Specific Gravity	1.15 at 20°C
Density	9.6 lb/gal at 20°C
Freezing Point	0°C
pH	Buffered at 12.4

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

Typical Applications

- Force mains/Pressure mains
- Gravity interceptors
- Lift Stations
- WWTP Headworks
- WWTP Basins

Proper dosage (as determined by Evoqua Water Technologies) of ALKAGEN® 25 solution provides a non-hazardous alkalinity supplement which is used to increase the pH of wastewater to 9.0, or the required pH value deemed necessary by the individual system to control the release of hydrogen sulfide in the atmosphere. ALKAGEN 25 solution also reacts with fats, oils, and grease, to help minimize the accumulations of these deposits at the point of application.

Typical Feed Requirements

Treatment is typically applied in a collection system or wastewater treatment facility upstream of the odorous control point. From a carefully selected point(s), the benefits will spread throughout the collection system into the treatment plant. The application has been proven to rapidly reduce atmospheric hydrogen sulfide, reduce FOG in the collection system and provide a beneficial alkalinity supplement for the biological treatment process within the wastewater treatment plant.

For additional treatment information, including dosage specific to your application, please contact your Evoqua Water Technologies representative.

Storage and Handling

ALKAGEN 25 solution is environmentally safe. It contains no hazardous substances as defined by the CERCLA list of reportable quantities and the OSHA Hazard Communication Standard (29 CFR 1910.1200). The components are calcium hydroxide and nitrate oxygen which are stable, safe compounds found in nature.

Product can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

See Material Safety Data Sheet for additional safety and handling information before storing or handling ALKAGEN 25 solution.

Packaging

ALKAGEN 25 solution is normally shipped in 4,500 gallon bulk tanker loads. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



181 Thorn Hill Road, Warrendale, PA 15086

+1 (866) 926-8420 (toll-free)

+1 (978) 614-7233 (toll)

www.evoqua.com

ALKAGEN is a trademark of Evoqua, its subsidiaries or affiliates, in some countries

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

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Subject to change without notice

MS-ALKAGEN25-DS-0814

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 4, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: February 22, 2021

Agenda Item:

Bill 21-08 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement #3 to the professional service agreement with LOR Engineering, LLC, dba Cochran Engineering, for engineering services for the Industrial Drive Improvement Project. *First Reading*

Requested Action:

First Reading of Bill #21-08

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 20-00-773155 Misc Road Improvements

FY21 Budgeted Amount:	\$ 130,000
Expenditures to Date (MM/DD/YY):	(\$ 0)
Available:	\$ 130,000

Requested Amount:

\$ 96,387

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-08 is in correct form.

City Administrator Comments:

This supplemental agreement is for the engineering services specific to the Industrial Road Improvement Project. The agreement outlines the services for the preliminary design work, final design, and bidding phase as well as the engineer services related to the construction phase, total \$168,677. The latter will be completed at the time the project is under construction, estimated to take place either in FY2022 or FY2023. FY2021 budget supports the preliminary design, final design, and bidding phase, \$96,387, the work to be completed this year.

A discussion was held on February 18 as to the priority for design in FY2021 between Industrial Drive and Osage Beach Road. It was a consensus of the Board of Aldermen to proceed with design services for Industrial Drive Improvements in FY2021. The project cost estimate as previously discussed is enclosed.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, FOR ENGINEERING SERVICES FOR THE INDUSTRIAL DRIVE IMPROVEMENT PROJECT NOT TO EXCEED \$168,677.00.

WHEREAS, the City of Osage Beach entered into an agreement with LOR Engineering, LLC dba Cochran Engineering, for engineering services for the Industrial Drive Improvement Project; and

WHEREAS, the City desires to enter into Supplemental Agreement No. 3 to complete, extend, or continue the original agreement.

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 the Industrial Drive Improvement Project Supplemental Agreement No. 3 with LOR Engineering, LLC dba Cochran Engineering substantially the same as under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Sixty-Eight Thousand, Six Hundred Sixty-Seven Dollars. (\$168,677.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.08 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.08

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT #3 –

LUMP SUM PROPOSAL

February 12, 2021

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide engineering services for the **Industrial Drive Improvement Project**. In accordance with our previous discussions and City Council meeting last week, we offer the following professional services:

SCOPE OF SERVICES:

A. Topographic Survey Phase:

1. Topographic survey covering sufficient area to develop roadway plans for the project.
2. A survey baseline shall be established.
3. Roadway cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine earthwork quantities and drainage patterns. All swales, ditches or other drainage courses shall be included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

B. Preliminary Design Phase:

1. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, proposed improvements in accordance with the City of Desloge's streetscape specifications, preliminary roadway profile changes, and roadway cross-sections.
2. Submit preliminary roadway drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.

C. Final Design Phase:

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents as needed.

2. The final roadway design shall include at a minimum the following information, and shall include the other actions as described:
 - Cover sheet with location map, sheet index, and legend of symbols.
 - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
 - Typical roadway cross sections.
 - Storm Sewer plans and specifications.
 - Final cross-sections of the proposed improvements at 50 foot intervals.
 - Traffic handling and detouring plan with signage.
 - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
3. Submit final plans and specifications to the City for review and approval.
4. Incorporate final comments from the City into the plans and specifications.
5. Utilities: we will contact all utilities that may be affected by this project and provide them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.
6. Provide a final estimate of anticipated construction costs.

D. Bidding Phase:

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11" x 17").
2. Answer contractor's questions during bidding and issue addenda (if required).
3. Review shop drawings when submitted for compliance with the drawings and specifications.

E. Construction Phase:

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.

7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

SERVICES NOT INCLUDED:

1. Right-of-Way and Easement Acquisition
2. Environmental reports
3. Construction Stakeout (Note: will be the responsibility of the Contractor)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Topographic Survey, Preliminary Design, Final Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$96,387.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$72,290.00.

Supplement Agreement No. 3 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

PROJECT COST ESTIMATE - no Sidewalk

City of Osage Beach - Industrial Drive Road Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Removal of Improvements	LS	1	55,000.00	55,000
2	Linear Grading	STA	17	1,200.00	20,400
3	Driveway Entrances	SF	8,400	6.00	50,400
4	Concrete Sidewalk - one side	SF	0	5.00	0
5	Subbase Repair	SY	333	40.00	13,333
6	Type 5 Aggregate for Base	SY	5,056	6.00	30,333
7	New Full Depth Pavement	SY	5,056	60.00	303,333
8	Concrete Curb and Gutter	LF	3,300	25.00	82,500
9	Storm Sewer	LF	1,700	60.00	102,000
10	Street Lighting	EA	12	6,000.00	72,000
11	Pavement Striping	LF	7,000	0.55	3,850
12	Restoration	LS	1	25,000.00	25,000
13	Construction Mobilization	LS	1	70,000.00	70,000
14	Construction Traffic Control	LS	1	10,000.00	10,000
General Notes: 1. Osage Beach Pkwy to City Pkwy (cul-de-sac) 2. Approximate Length = 0.35 Miles 3. Pavement width - existing @ 20', proposed 26' 4. ROW @ 40'		Construction Totals			838,150
		15% Contingency			125,723
		Surveying/Design Engineering Services			96,387
		Const. Admin./Inspection/Testing			72,290
		Project Total Cost =			1,132,550

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 4, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: February 22, 2021

Agenda Item:

Bill 21-09 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement #4 to the professional service agreement with LOR Engineering, LLC, dba Cochran Engineering, for the completion of a conceptual Sidewalk Master Plan for the City. *First Reading*

Requested Action:

First Reading of Bill #21-09

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 10-18-733800 Professional Services

FY21 Budgeted Amount:	\$ 200,000
Expenditures to Date (02/01/2021):	(\$ 0)
Available:	\$ 200,000
Requested Amount:	\$ 15,000

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-09 is in correct form.

City Administrator Comments:

This supplemental agreement is requesting \$15,000 for the specific completion of a Sidewalk Master Plan, as requested by the Board of Aldermen following numerous discussions on the topic.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, FOR ENGINEERING SERVICES FOR THE COMPLETION OF A CONCEPTUAL SIDEWALK MASTER PLAN FOR THE CITY.

WHEREAS, the City of Osage Beach entered into an agreement with LOR Engineering, LLC dba Cochran Engineering, for engineering services for the completion of a conceptual sidewalk master plan; and

WHEREAS, the City desires to enter into Supplemental Agreement No. 4 to complete, extend, or continue the original agreement.

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 the completion of a conceptual sidewalk master plan Supplemental Agreement No. 4 with LOR Engineering, LLC dba Cochran Engineering substantially the same as under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Fifteen Thousand Dollars (\$15,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.09 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.09

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT #4 –

LUMP SUM PROPOSAL

February 12, 2021

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare a Conceptual Sidewalk Master Plan for the City. The proposed Conceptual Sidewalk Master Plan shall take a comprehensive approach into making the City of Osage Beach a walkable, livable, and pedestrian friendly city while complying with all local, state, and federal requirements, including but not limited to the the American with Disabilities Act (ADA) requirements. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

1. Prepare maps to graphically illustrate all City owned sidewalks for reference purposes in the Conceptual Sidewalk Master Plan.
2. Meet with City staff as necessary to gather background information on previous sidewalk project priorities.
3. Conduct an analysis and prioritization of where sidewalks are needed in the City, including gaps in the existing sidewalk infrastructure.
4. The Conceptual Sidewalk Master Plan shall rank and set priorities to establish a 10-year strategy plan for the systematic completion of the City's sidewalk system. The plan will be prepared in a spreadsheet table format. We understand this plan will require several iterations based on the following information:
 - Estimated City expenditure available for new sidewalks each year.
 - Possible federal funding opportunities on eligible roadways (i.e. TAP funding).
 - Cost estimates, phasing, needs, future development, etc.
 - Input from City officials regarding recommended projects.
5. Presentation of the Sidewalk Master Plan to City Council.
6. The final Conceptual Sidewalk Master Plan will be provided in a report format.

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of \$15,000.00.

Supplement Agreement No. 4 accepted as defined herein:

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dave Christensen', with a stylized flourish at the end.

Dave Christensen, P.E.
Vice President

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____