

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

April 1, 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

- A. Proclamation authorizing the Mayor to proclaim April 11-17, 2021 National Public Safety Telecommunications Week.

CITIZEN'S COMMUNICATIONS

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

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 March 18, 2021
Special Board of Aldermen Workshop February 25, 2021
- ▶ Bills List - April 1, 2021

UNFINISHED BUSINESS

- A. Bill 21-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Intrado Life & Safety Solutions Corp for the Communications Center 911 Phone Service in an amount not to exceed \$355,945.00. *Second Reading*
- B. Bill 21-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ozark Applicators LLC for the cleaning of the Passover Water Tower in an amount not to exceed \$8,500.00. *Second Reading*

NEW BUSINESS

- A. Public Hearing - Rezoning Case 413: Duenke Real Estate, LLC, R-1b (Single -Family) to C-1 (General Commercial).
- B. Bill 21-13 Rezoning Case 413, Duenke Real Estate, LLC. is requesting a rezoning of property currently zoned R-1b (Single Family) to C-1 (General Commercial). *First Reading*
- C. Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Valley View Drive. *First Reading*
- D. Bill 21-15 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Northview Subdivision. *First and Second Reading*
- E. Bill 21-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Horner & Shifrin, Inc. for the Tan Tar A Sewer Assessment in an amount not to exceed \$62,500. *First Reading*

- F. Bill 21-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Tavis Hodge Hauling LLC for the Sands Lift Station Improvement Project in an amount not to exceed \$143,600. *First and Second Reading*
- G. Resolution 2021-02- A resolution of the City of Osage Beach, Missouri, support for the Lake of the Ozarks Trails Initiative.
- H. Discussion - Economic Development and Market Data
- I. Discussion - Nuisance Abatement - Post Disaster
- J. Discussion - Police Department Organizational Structure Update

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.



National Public Safety Telecommunications Week
April 11-17, 2021

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Osage Beach 911 communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Telecommunicators of the Osage Beach Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, John Olivarri, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 11 through April 17, 2021 as

National Public Safety Telecommunications Week

in Osage Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 1st day of April 2021.

John Olivarri, Mayor

Attest:

Tara Berreth, City Clerk

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

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Regular Meeting on Thursday, March 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 Phyllis Marose and Alderman Richard Ross. Via Zoom Alderman Bob O'Steen. 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, and Assistant City Administrator Mike Welty.

MAYOR'S COMMUNICATIONS

National Sexual Awareness Month Proclamation.

CITIZEN'S COMMUNICATIONS

No citizen comments.

APPROVAL OF CONSENT AGENDA

Alderman Ross made a motion to approve the Consent Agenda. This motion was seconded by Alderman Walker. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O'Steen via zoom)

UNFINISHED BUSINESS

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, ongoing maintenance, and to expand automated chemical feeding at three different sites in an amount not to exceed \$158,000. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 21-07. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 21-07 and to pass same into ordinance: "Ayes" (in person) Alderman Ross, Alderman Rucker, Alderman Becker, Alderman Walker and Alderman Marose (via zoom) Alderman O'Steen. Bill 21-07 was passed and approved as Ordinance 21-07.

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. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 21-08. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-08 and to pass same into ordinance: "Ayes" (in person) Alderman Ross, Alderman Rucker, Alderman Becker, Alderman Walker and Alderman Marose (via zoom) Alderman O'Steen. Bill 21-08 was passed and approved as Ordinance 21-08.

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. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 21-09. This motion was seconded by Alderman O'Steen. The following roll call was taken to approve the second and final reading of Bill 21-09 and to pass same into ordinance: "Ayes" (in person) Alderman Ross, Alderman Rucker, Alderman Becker, Alderman Walker and Alderman Marose (via zoom) Alderman O'Steen. Bill 21-09 was passed and approved as Ordinance 21-09.

NEW BUSINESS

Bill 21-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Intrado Life & Safety Solutions Corp for the Communications Center 911 Phone Service in an amount not to exceed \$355,945.00. First Reading

Alderman Ross made a motion to approve the first reading of Bill 21-10. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O'Steen via zoom)

Bill 21-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ozark Applicators LLC for the cleaning of the Passover Water Tower in an amount not to exceed \$8,500.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 21-11. This motion was seconded by Alderman Becker. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O'Steen via zoom)

Bill 21-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with B & P Patterson LLC for the Beach Drive Intersection Improvement Project in an amount not exceed \$71,641.25. *First and Second Reading*

Alderman Becker made a motion to approve the first reading of Bill 21-12. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O'Steen via zoom)

Alderman Ross made a motion to approve the second reading of Bill 21-12. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 21-12 and to pass same into ordinance: "Ayes" (in person) Alderman Ross, Alderman Rucker, Alderman Becker, Alderman Walker and Alderman Marose (via zoom) Alderman O'Steen. Bill 21-12 was passed and approved as Ordinance 21-12.

Motion to approve Missouri Department of Transportation Highway Safety and Traffic Division City Council Authorization Form.

Alderman Marose made a motion to approve the Missouri Department of Transportation Highway Safety and Traffic Division City Council Authorization Form. The motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O'Steen via zoom)

Motion to approve the purchase of new water meters from Schulte Supply in an amount not to exceed \$70,783.62.

Alderman Rucker made a motion to approve the purchase of new water meters from Schulte Supply in an amount not to exceed \$70,783.62. The motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote (Alderman Ross, Alderman Rucker, Alderman Marose, Alderman Walker, Alderman Becker in person – Alderman O’Steen via zoom)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Wish Matt Vandevort well in his new job. He will be sorely missed.

Alderman Becker – Good Luck to Matt Vandevort. Asking that the Board be notified when a letter resignation has been submitted by management.

Alderman Rucker – Asking to have the Special Meeting from February 25, 2021 be on the next agenda.

STAFF COMMUNICATIONS

City Administrator Woods – Update on the Public Works vacancy. 12 applications have been submitted. Hoping to start early next week with setting up interviews. Sent out an email to the Board regarding pre-planning meeting with the Management Team.

City Attorney Rucker – Notice has been given to Marina Del Ray TIF for non-compliance. Updated will be given to the Board as they arise.

Police Chief Davis – Police Officers will start carrying NARCAN. All officers have completed training. Working with HR for incentives for hiring new police officers. Various agencies around the State are experiencing vacancies within their departments.

Assistant City Administrator Welty – Sewer is short 2 positions, Water is short 1 position.

Engineer Van Leer – Mace Road - 3 streetlights to be installed at no cost. Monthly cost of \$45.00 per month/per light

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:50 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 March 18, 2021 and approved April 1, 2021.

Tara Berreth/City Clerk

John Olivarri/Mayor

MINUTES OF THE SPECIALWORKSHOP MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
February 25, 2021

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Special Workshop Meeting on Thursday, February 25, 2021 at 5:30 p.m. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Kevin Rucker, and Alderman Richard Ross. Alderman Becker arrived at 6:00 p.m. Absent Alderman O'Steen. Tara Berreth, City Clerk was present and performed the duties of that office.

NEW BUSINESS

Discussion – Streetlight Standards – Cochran Engineering – Dave Christensen & Gary Scheipeter.

After a lengthy discussion, the Board asked that Cochran Engineering do a survey of all the City lights about the levels of luminosity. And how many are owned by the City vs Ameren Electric.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:25 p. m.

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, held on February 25, 2021 and approved on April 1, 2021.

Tara Berreth, Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 1, 2021**

Bills Paid Prior to Board Meeting	\$	123,415.49
Payroll Paid Prior to Board Meeting	\$	114,909.15
SRF Transfer Prior to Board Meeting	\$	246,490.30
TIF Transfer Dierbergs	\$	112,218.13
TIF Transfer Prewitt's Pt	\$	235,270.00
Bills Pending Board Approval	\$	142,620.93
Total Expenses	\$	974,924.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,326.38
		INTERNAL REVENUE SERVICE	Fed WH	9,924.29
			FICA	6,558.39
			Medicare	1,533.82
		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 &	2,444.39
			Retirement 457	900.00
			Loan Repayments	31.88
			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
		HSA BANK	HSA Contribution	30.00
			HSA Family/Dep. Contributi	1,636.41
		ONE TIME VENDOR HANDYMAN SOLUTIONS L	04736	50.00
			TOTAL:	29,586.87
Mayor & Board	General Fund	VISELLI, NANCY	PLANNING COMMISSION MEETIN	25.00
		HY-VEE FOOD & DRUG STORES INC	FLOWERS- PAST CT CLERK	81.54
			FLOWERS-PENDING	70.67
		INTERNAL REVENUE SERVICE	FICA	197.88
			Medicare	46.27
		ICMA	Retirement 401	170.50
		KIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		SCHUMAN, KELLIE	PLANNING COMMISSION MEETIN	25.00
			TOTAL:	666.86
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	542.30
			Medicare	126.83
		ICMA	Retirement 401%	91.47
			Retirement 401	548.81
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.12
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,623.53
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	168.11
			Medicare	39.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	28.12
			Retirement 401	168.71
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	479.26
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	554.05
			Medicare	129.57
		ICMA	Retirement 401%	91.56
			Retirement 401	549.29
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,511.97
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	85.91
			Medicare	<u>20.09</u>
			TOTAL:	106.00
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	355.43
			Medicare	83.12
		ICMA	Retirement 401%	58.14
			Retirement 401	348.86
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	920.55
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	315.58
			Medicare	73.82
		ICMA	Retirement 401%	36.30
			Retirement 401	314.53
		MABCA	MABCA SEMINAR- R. WHITE	175.00
			MABCA SEMINAR- J. JOHNS	175.00
			2021 MABCA MEMBERSHP- R. WH	25.00
			2021 MABCA MEMBERSHIP- J. J	25.00
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	89.12
			BLDG DEPT CELL PHONE	23.24
		WEX INC	BLDG DEPT FUEL	72.62
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	1,475.21
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	46.44
			Medicare	10.86
		LOWE'S	HOLE SAW	12.78
		SHANNON D PAINTER	CITY HALL JANITORIAL SERVI	<u>1,470.00</u>
			TOTAL:	1,540.08
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	314.37
			Medicare	73.52
		ICMA	Retirement 401%	34.37
			Retirement 401	300.33
		LOWE'S	CONCRETE FOR SIGN POSTS	22.72
			CONCRETE FOR POST	22.72
			SAW BLADES	15.19
			DRVR BIT, SCREW-LIFE PRESE	12.23
			CLEANER, PAD, BRUSH	21.01
			TRASH CAN- GRASS SEED STOR	71.19
			SURGE PROTECTOR	13.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TANK SPRAYER	9.49
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	44.56
			PARKS DEPT CELL PHONES	46.23
		WEX INC	PARK DEPT FUEL	125.33
		AMEREN MISSOURI	LOWER DIAMOND LTS 2/8-3/9/	14.61
			42 BALL PARK LTS 2/8-3/9/2	26.81
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,355.47
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	149.34
			Medicare	34.93
		ICMA	Retirement 401%	25.43
			Retirement 401	152.57
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	437.27
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC 2/5/21	916.60
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	57.14
		XEROX CORPORATION	CITY HALL	234.16
		MITEL CLOUD SERVICES INC	PH SVC 4/1-4/30/21	<u>2,248.57</u>
			TOTAL:	3,456.47
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,627.63
			Medicare	614.53
		ICMA	Retirement 401%	337.33
			Retirement 401	2,658.47
		O'DAY, MICHAEL	MEAL & LODGING REIMB-JOB F	154.45
		AT&T MOBILITY-CELLS	POLICE FN LAPTOPS 1/23/20	701.08
			POLICE DEPT CELL PHONES	397.72
		GORSLINE, TOM	MILEAGE REIMB 2/20-2/26/21	26.88
			MILEAGE REIMB 2/27-3/5/21	26.88
		WEX INC	POLICE DEPT FUEL	3,391.47
			POLICE DEPT CAR WASHES	46.12
		XEROX CORPORATION	POLICE	210.61
		MO DEPT NATURAL RESOURCES	2020 INCINERATOR EMISSIONS	48.00
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>1,125.00</u>
			TOTAL:	12,516.17
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 2/23/21	2,172.99
			911 LINE 2/5/21	235.00
		INTERNAL REVENUE SERVICE	FICA	735.11
			Medicare	171.93
		ICMA	Retirement 401%	114.52
			Retirement 401	687.10
		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 4/1-4/30/	<u>262.38</u>
			TOTAL:	4,800.37
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	209.79
			Medicare	49.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	35.06
			Retirement 401	210.37
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	616.78
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	120.03
			Medicare	28.07
		ICMA	Retirement 401%	0.32
			Retirement 401	123.63
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	48.51
			ENG DEPT CELL PHONES	54.29
		WEX INC	ENG DEPT FUEL	69.27
		HSA BANK	HSA Family/Dep. Contributi	<u>76.43</u>
			TOTAL:	520.55
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	130.22
			Medicare	30.45
		ICMA	Retirement 401%	21.82
			Retirement 401	130.92
		DLT SOLUTIONS LLC	RAPID RECOVERY BACKUP SOFT	1,580.20
		AT&T INTERNET/IP SERVICES	CITY HALL INTERNET 2/19/21	1,684.69
		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
			IT DEPT CELL PHONES	3.59
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BEAN, MIKEAL S	MILEAGE REIMB 3/6-3/12/21	<u>12.32</u>
			TOTAL:	4,086.22
Economic Development	General Fund	LOWE'S	TOTE	<u>20.86</u>
			TOTAL:	20.86
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	162.16
		INTERNAL REVENUE SERVICE	Fed WH	538.67
			FICA	571.11
			Medicare	133.57
		ICMA	Retirment 457 &	381.81
			Retirement 457	50.30
			Retirement Roth IRA	15.30
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>278.31</u>
			TOTAL:	2,156.23
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	571.12
			Medicare	133.56
		ICMA	Retirement 401%	68.18
			Retirement 401	576.50
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	442.76
		WEX INC	TRANS DEPT FUEL	4,842.04
		XEROX CORPORATION	TRANSPORTATION	78.04
		AMEREN MISSOURI	KK DR LTG 2/3-3/4/21	114.45
			MAINT SALT BLDG 2/9-3/10/2	12.84
			STREET LTG SVC 2/1-3/1/21	3,776.27
			CUST OWNED LTG 2/1-3/1/21	1,425.55
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	250.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SHANNON D PAINTER	PW-TRANS JANITORIAL SERVIC	287.78
			TOTAL:	12,617.09
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,615.36
			State Withholding	319.73
		INTERNAL REVENUE SERVICE	Fed WH	882.51
			FICA	624.61
			Medicare	146.07
		ICMA	Retirement 457 &	276.27
			Retirement 457	14.85
			Loan Repayments	48.06
			Retirement Roth IRA	14.85
		HSA BANK	HSA Family/Dep. Contributi	19.80
			TOTAL:	4,962.11
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	624.61
			Medicare	146.08
		ICMA	Retirement 401%	85.28
			Retirement 401	621.03
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		LOWE'S	RETURN TORCH KIT	24.21
			PVC, FITTINGS, SEALANT	89.59
			ADAPTERS	25.86
			WRENCH	24.66
			INSULATION FOR METER PITS	214.62
			PROPANE TANK	7.56
			PROPANE TANK & TORCH	35.55
			INSULATION	122.49
			TORCH	46.54
			LUMBER & RATCHET STRAPS	28.39
			PIPE, HEAT TAPE, EXT CORD	103.90
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	290.93
			WATER DEPT CELL PHONES	55.46
		WEX INC	WATER DEPT FUEL	839.95
		XEROX CORPORATION	WATER	78.04
		AMEREN MISSOURI	6186 FIRE ST WELL 2/1-3/2/	210.82
			BLUFF RD TOWER 2/9-3/10/21	1,948.88
			COLLEGE WELL 2/8-3/9/21	2,289.44
			LK RD 54-59 WELL 1/31-3/1/	179.51
			SWISS VILLAGE WELL 1/31-3/	2,689.12
			COLUMBIA WELL 1/17-2/15/21	311.85
		MANKEY, KYLE	MILEAGE REIMB 3/6-3/12/21	20.72
			MILEAGE REIMB 3/13-3/19/21	24.08
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	136.53
		DEVORE, CALEB	MILEAGE REIMB 3/6-3/12/21	92.40
		SHANNON D PAINTER	PW-WATER JANITORIAL SERVIC	287.78
			TOTAL:	11,732.46
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	276.73
		INTERNAL REVENUE SERVICE	Fed WH	684.37
			FICA	663.33
			Medicare	155.12
		ICMA	Retirement 457 &	120.95
			Retirement 457	14.85
			Loan Repayments	48.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	14.85
		HSA BANK	HSA Family/Dep. Contributi	<u>19.80</u>
			TOTAL:	1,998.06
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	663.32
			Medicare	155.12
		ICMA	Retirement 401%	84.35
			Retirement 401	506.14
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		LOWE'S	SCREWDRVR SET, CRIMPER, PL	131.91
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	339.83
			SEWER DEPT CELL PHONES	64.44
		WEX INC	SEWER DEPT FUEL	1,223.87
		XEROX CORPORATION	SEWER	78.06
		AMEREN MISSOURI	CLEARWOOD LN 2/4-3/7/21	12.18
			3949 CMPGRND G/S 2/9-3/10/	12.62
			HWY D PREWITTS GP 2/8-3/9/	111.14
			701 PA HE TSI 2/9-3/10/21	11.24
			GRINDER PUMPS & LIFT STATI	3,604.56
			GRINDER PUMPS & LIFT STATI	6,065.24
			5874 HWY 54 1/31-3/1/21	12.19
			1075 RUNABOUT 1/28-2/28/21	21.12
			1004 ZEBRA RD L/P 2/4-3/7/	11.22
		HSA BANK	HSA Family/Dep. Contributi	361.54
		CLIFFORD POWER SYSTEMS	SANDS L/S TRNSFR SWITCH RE	102.25
		SHANNON D PAINTER	PW-SEWER JANITORIAL SERVIC	287.77
		ROBINETT, CALEB	MILEAGE REIMB 3/6-3/12/21	52.08
			MILEAGE REIMB 3/6-3/12/21	17.36
			MILEAGE REIMB 3/13-3/19/21	86.80
		TOLER, TRENT	MILEAGE REIMB 3/6-3/12/21	<u>51.52</u>
			TOTAL:	14,080.37
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	366.00
		INTERNAL REVENUE SERVICE	Fed WH	939.14
			FICA	821.67
			Medicare	192.15
		ICMA	Loan Repayment	134.33
			Loan Repayment	57.56
			Retirment 457 &	145.22
		HSA BANK	HSA Family/Dep. Contributi	<u>35.00</u>
			TOTAL:	2,691.07
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	UNIFORM SHIRT- A BRUCE	90.49
		INTERNAL REVENUE SERVICE	FICA	821.67
			Medicare	192.15
		ICMA	Retirement 401%	93.39
			Retirement 401	663.55
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	31.81
		AT&T MOBILITY-CELLS	AMB FN LAPTOPS 1/23/21	101.48
			AMB DEPT CELL PHONES	44.56
		WEX INC	AMB FUEL	314.21
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,578.31
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	345.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			State Withholding	60.20
		INTERNAL REVENUE SERVICE	Fed WH	172.59
			FICA	311.31
			Medicare	72.81
		ICMA	Retirement 457 &	10.45
			Retirement 457	89.00
			Loan Repayments	74.35
			Loan Repayments	<u>30.39</u>
			TOTAL:	1,166.78
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RUNWAY LTS 2/2-3/3/21	72.92
			AP FIREHOUSE 2/2-3/3/31	29.44
		INTERNAL REVENUE SERVICE	FICA	311.31
			Medicare	72.81
		ICMA	Retirement 401%	36.59
			Retirement 401	281.17
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.28
		WEX INC	LCF FUEL	245.28
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		SHANNON D PAINTER	GG JANITORIAL SERVICES	<u>219.38</u>
			TOTAL:	1,448.68
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	94.08
			State Withholding	39.80
		INTERNAL REVENUE SERVICE	Fed WH	87.11
			FICA	186.59
			Medicare	43.64
		ICMA	Retirement 457 &	10.37
			Retirement 457	<u>30.00</u>
			TOTAL:	491.59
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 1/31-3/1/21	40.86
			GG TBLC EXT D 1/31-3/1/21	412.49
			GG AP SHOP 1/31-3/1/21	67.55
			957 AIRPORT RD 1/31-3/1/21	11.83
			GG AP TBLC EXT D 1/31-3/1/	20.83
			GG AP HANGAR E8 1/31-3/1/2	35.07
			GG AP SLEEPY 1/31-3/1/21	98.57
		INTERNAL REVENUE SERVICE	FICA	186.59
			Medicare	43.64
		ICMA	Retirement 401%	19.76
			Retirement 401	194.50
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.29
		HSA BANK	HSA Family/Dep. Contributi	180.00
		SHANNON D PAINTER	LCF JANITORIAL SERVICES	<u>430.62</u>
			TOTAL:	1,764.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			65,728.14
20	Transportation			14,773.32
30	Water Fund			16,694.57
35	Sewer Fund			16,078.43
40	Ambulance Fund			5,269.38
45	Lee C. Fine Airport Fund			2,615.46
47	Grand Glaize Airport Fund			2,256.19

	GRAND TOTAL:			123,415.49

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	TONER, MOUSE PAD, DUST OFF	208.99
			TOTAL:	208.99
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 2/2021	356.25
			TOTAL:	356.25
Building Inspection	General Fund	FASTENAL CO	HI-VIS JACKETS	117.68
			TOTAL:	117.68
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAME PLATES	70.03
		CINTAS CORPORATION	CH FLOOR MATS	59.44
			CH FLOOR MATS	69.55
		BEISHIR LOCK & SECURITY	PROXIMITY LOCK- BOOKING	1,436.75
		STAPLES BUSINESS ADVANTAGE	PLATES	46.26
			TRASH BAGS & TOWELS	94.32
			TOWELS & TOILET PAPER	95.34
			LIGHT BULBS- EVIDENCE ROOM	23.10
			TRASH BAGS	61.54
			TOTAL:	1,956.33
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	738.43
		FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS	68.10
		ADVANCED TURF SOLUTIONS INC	MARKING CHALK- FIELD SUPPL	743.44
			POND CARE	76.34
		PROFESSIONAL TURF PRODUCTS	VENTRAC PARTS	77.07
			VENTRAC MOWER BLADES	131.28
		MARELLY LEASING	AED W/COVER- PARKS	1,643.25
		CROWN POWER & EQUIPMENT	OIL & FILTER- KUBOTA	188.78
		CORE & MAIN LP	STORM SUPPLIES FOR CULVERT	480.20
		BEACON ATHLETICS LLC	NAIL DRAG SPIKES	93.00
		MISSOURI EAGLE LLC	MISSOURI EAGLE LLC	379.80
		H BARBER & SONS, INC	BARBER TINES	624.92
		AMAZON CAPITAL SERVICES INC	WIFI INTERNET BOOSTER	79.99
			SLOW COOKER	49.95
		PIONEER MANUFACTURING CO dba PIONEER A	FIELD PAINT	763.00
		DUGAN PAINTS, INC	CITY PARK BLDG PAINT	266.98
		N KOHL GROCER COMPANY	CONCESSION & PARK SUPPLIES	1,508.59
		DURAEDGE PRODUCTS INC	INFIELD MATERIAL FOR CP #2	3,369.48
			TOTAL:	11,282.60
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	FIT FOR DUTY TESTING	60.00
			DOT PHYSICAL	70.00
			PRE EMPLOY TESTING	40.00
			TOTAL:	170.00
Overhead	General Fund	ELECTRONICS UNLIMITED	TROUBLESHOOTING- DISPATCH	140.00
			NEW OUTLETS INSTALLED	121.94
		ALPHAGRAPHICS OF OSAGE BEACH	ANNUAL COVER PAGE	68.26
			TOTAL:	330.20
Police	General Fund	PURCELL TIRE & RUBBER CO	FLAT REPAIR- FORD TAURS	21.40
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- PD 22	60.78
		LAKE CLEANERS INC	UNIFORM PATCHES- B. MCCROR	129.00
		MARELLY LEASING	2 AED'S W/COVERS-PD	3,286.50
		HEDRICK MOTIV WERKS LLC	REPLACED DOOR ACTUATOR- PD	256.62
			OIL CHANGE- PD 18	65.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,819.30
Engineering	General Fund	LOR ENGINEERING LLC	ENG GENERAL CONSULT 02/21	22,166.25
			TOTAL:	22,166.25
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME ANN MAINT 4/30/2	9,053.10
		GOVERNMENTJOBS.COM INC DBA NEOGOV	INSIGHT SUBSCRPTN 4/21-3/2	4,762.80
			ONBOARD SUBSCRPTN 4/21-3/2	3,402.00
			PERFORM SUBSCRPTN 4/21-3/2	6,804.00
			TOTAL:	24,021.90
Economic Development	General Fund	GILMORE & BELL PC	ARROWHEAD CENTRE TIF PLAN	975.00
		HOLIDAYGOO INC	CANDY FILLED PLASTIC EGGS	985.50
			TOTAL:	1,960.50
Transportation	Transportation	FASTENAL CO	HI-VIS JACKET	27.86
			HI-VIS JACKETS	171.84
		GB MAINTENANCE SUPPLY	HAND SOAP	21.56
			RETURN HAND SOAP	1.60-
			TRASH BAGS & PAPER TOWELS	30.81
		MOTOR HUT INC	BLADE, OIL SVC KIT, FLTR-M	647.54
		O'REILLY AUTOMOTIVE STORES INC	SPRAY PAINT- TRACTOR/MOWER	35.56
			DIESEL FLUID- BACKHOE	21.98
			FLTR, DRL KIT, OIL- PAINT	52.16
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	38.32
			PW WATER COOLER RENTAL	11.66
		SASCO PAVEMENT COATINGS INC	STABILIZER KIT- PAINT SPRA	665.95
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	94.50
		DAM STEEL SUPPLY	PVC & TUBE- TRACTOR/MOWER	129.63
		RHOMAR INDUSTRIES INC	LUBRA-SEAL SALT SPREADER	587.40
		ATR LIGHTING ENTERPRISES INC	LIGHT BULBS	28.48
		KEY EQUIPMENT & SUPPLY CO	FILTER CARTRIDGE- PWR BROO	76.61
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	115.26
			TRANS DEPT FLOOR MATS	5.96
			TRANS DEPT UNIFORMS	114.74
			TRANS DEPT FLOOR MATS	5.96
		J & A TRAFFIC PRODUCTS LLC	SIGN POSTS & ANCHORS	1,931.50
		ED MILLER AUTO SUPPLY INC	OIL & FUEL FILTERS	308.16
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSER	26.27
			TONER	49.27
		LOR ENGINEERING LLC	ENG GENERAL CONSULT 02/21	11,685.00
			TOTAL:	16,882.38
NON-DEPARTMENTAL	Water Fund	CAMDEN COUNTY RECORDER OF DEEDS	WARRANTY DEED	1.00
			TOTAL:	1.00
Water	Water Fund	PURCELL TIRE & RUBBER CO	TIRES- TRK 58	229.45
		FASTENAL CO	HI-VIS JACKETS	171.84
		GB MAINTENANCE SUPPLY	HAND SOAP	21.56
			RETURN HAND SOAP	1.58-
			TRASH BAGS & PAPER TOWELS	30.80
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	38.31
			PW WATER COOLER RENTAL	11.67
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	94.50
		CORE & MAIN LP	PLUMBING FOR CHEMICAL AT W	308.70
			STAINLESS WRAP ARND- BLUFF	848.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1" & 2" REGULATORS	855.15
			3/4" REGULATORS	930.00
			VALVE BOX FOR CED WTR MN E	69.70
			PLUMBING PARTS- CED EXTENS	996.38
			PARTS FOR CED WTR MN EXT	712.28
			PLUMBING & VALVE BOX	263.81
		CINTAS CORPORATION	WATER DEPT UNIFORMS	94.80
			WATER DEPT FLOOR MATS	5.96
			WATER DEPT UNIFORMS	77.19
			WATER DEPT FLOOR MATS	5.96
		COMPUTER SUPPLIES & SERVICES	DISCONNECT NOTICES	116.88
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSER	26.27
			TONER	<u>49.27</u>
			TOTAL:	5,957.19
NON-DEPARTMENTAL	Sewer Fund	CAMDEN COUNTY RECORDER OF DEEDS	WARRANTY DEED	<u>1.00</u>
			TOTAL:	1.00
Sewer	Sewer Fund	SCHPEPERS INTERNATIONAL TRUCK CENTER I	REPAIRS- TRK 64	544.63
		GRAINGER INC	VALVE WHEEL WRENCH	81.22
		FASTENAL CO	HI-VIS JACKETS	142.42
		GB MAINTENANCE SUPPLY	HAND SOAP	21.56
			RETURN HAND SOAP	1.58-
			TRASH BAGS & PAPER TOWELS	30.80
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	38.32
			PW WATER COOLER RENTAL	11.67
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	38,747.58
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	94.50
		GILMORE & BELL PC	REBATE CALC 2001	646.00
		MAGRUDER LIMESTONE CO INC	GRAVEL- LIFT STN RD IMPROV	857.12
			GRAVEL	48.52
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	111.75
			SEWER DEPT FLOOR MATS	5.95
			SEWER DEPT UNIFORMS	132.80
			SEWER DEPT FLOOR MATS	5.96
		COMPUTER SUPPLIES & SERVICES	DISCONNECT NOTICES	116.88
		ED MILLER AUTO SUPPLY INC	FLYWHEEL- TRK 64	90.37
		AMAZON CAPITAL SERVICES INC	SOAP DISPENSER	26.28
			TONER	<u>49.27</u>
			TOTAL:	41,802.02
Ambulance	Ambulance Fund	MARKS MOBILE GLASS INC	WINDSHEILD REPAIR- AMB	205.00
		PRECISION AUTO & TIRE SERVICE LLC	FLAT TIRE REPAIR- MEDIC 8	15.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	300.95
		IMAGE TREND INC	2021 FIELD BRIDGE SUPPORT	400.00
		ZOLL MEDICAL CORP	X SERIES ANN MAINT 6/21-5/	510.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	<u>52.42</u>
			TOTAL:	1,483.37
Lee C. Fine Airport	Lee C. Fine Airpor	FASTENAL CO	HI-VIS JACKETS	117.66
		NAEGLER OIL CO	LCF JET FUEL	<u>9,792.45</u>
			TOTAL:	9,910.11
Grand Glaize Airport	Grand Glaize Airpo	FASTENAL CO	HI-VIS JACKETS	58.86
		GB MAINTENANCE SUPPLY	TRASH BAGS	76.76
		O'REILLY AUTOMOTIVE STORES INC	BATTERY- GG	<u>58.24</u>
			TOTAL:	193.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			66,390.00
20	Transportation			16,882.38
30	Water Fund			5,958.19
35	Sewer Fund			41,803.02
40	Ambulance Fund			1,483.37
45	Lee C. Fine Airport Fund			9,910.11
47	Grand Glaize Airport Fund			193.86

	GRAND TOTAL:			142,620.93

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Mike O'Day, Administrative Lieutenant
Presenter: Todd Davis, Police Chief
Date Submitted: March 19, 2021

Agenda Item:

Bill 21-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Intrado Life & Safety Solutions Corp for the Communications Center 911 Phone Service in an amount not to exceed \$355,945.00. *Second Reading*

Requested Action:

Second Reading of Bill #21-10

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:

Not Applicable

Budgeted Item:

Yes - Contract must be signed by end of April for system install.

Budget Line Item/Title: 10-15-733610 Maintenance/Support Services

FY21 Budgeted Amount:	\$151,700.00
Expenditures to Date (03/04/2021):	(\$11,477.86)
Available:	\$140,222.14

Requested Amount:

\$30,745.00

Department Comments and Recommendation:

It is the recommendation of the Police Department that we continue service with Intrado for our 911 Services. The amount budgeted would upgrade our current equipment as well as our software and pay for the remaining 4 months of service after equipment is installed.

This is a 7 year contract for equipment and services. There will be \$14,485.00 due at contract agreement, \$4,065.00 due monthly, for 84 months beginning at the acceptance of equipment and software.

City Attorney Comments:

Per City Code 110.230, Bill 21-10 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on March 18, 2021.

FY2021 expenditures is a budgeted item for current year. I concur with the department's recommendation.



VIPER as a Service (VaaS) 7 -Year Renewal with Hardware Upgrade

for

Osage Beach, MO

(Direct Sale)

Quote Number: 49354

Version: 4

February 11, 2021

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

VIPER as a Service (VaaS)

VIPER as a Service NRE for Base System

912990/S	VaaS One-Time Fee per PSAP	1	\$10,000.00	\$10,000.00
912990/S	VaaS One-Time Fee per Position	3	\$1,495.00	\$4,485.00
			Subtotal	\$14,485.00

VIPER as a Service Monthly Recurring Charge for Base System

	Per Position, Per Month	3	\$1,355.00	\$4,065.00
			Subtotal	\$4,065.00

VIPER as a Service over 84 Months – for Base System

	Total monthly charges over 84 months	84	\$4,065.00	\$341,460.00
			Subtotal	\$341,460.00

Total Subscription Cost for Base System over 84 months:	\$355,945.00
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Configuration Parameters - Osage Beach

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
912800	VIPER Gateway Shelf	4	\$990.00	\$742.50	\$2,970.00
912801	CAMA Interface Module (CIM)	3	\$2,690.00	\$2,017.50	\$6,052.50
912807	4 Foot IT Cabinet	1	\$3,300.00	\$3,300.00	\$3,300.00
912811/U	Application Server Position Access License Upgrade	4	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	3	\$322.50	\$0.00	\$0.00
912814	Admin Interface Module (AIM)	4	\$1,400.00	\$1,050.00	\$4,200.00
C10036	Power Cord Cable with A/C twist lock connector	3	\$150.00	\$150.00	\$450.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
911771	C-Blade - VIPER Primary Application Server	1	\$3,650.00	\$3,650.00	\$3,650.00
911772	C-Blade - VIPER Secondary Application Server	1	\$3,250.00	\$3,250.00	\$3,250.00
911773	C-Blade - VIPER Softswitch	2	\$2,650.00	\$2,650.00	\$5,300.00
911780	C-Blade Image - VIPER	1	\$100.00	\$75.00	\$75.00
911781	C-Blade Image - Windows	1	\$100.00	\$75.00	\$75.00

Power Stations

914121/1	IWS Workstation - Software and Configuration	3	\$273.00	\$273.00	\$819.00
P10097	24" LED Backlit Monitor	3	\$420.00	\$420.00	\$1,260.00
911801	A9C G3, Desk Mounting Kit	3	\$195.00	\$146.25	\$438.75
911809	A9C G3, Call Handling Accessories	3	\$530.00	\$397.50	\$1,192.50
911810-1	A9C G3 : Bundle	3	\$5,680.00	\$4,260.00	\$12,780.00
911785	Position Image - Power Station Gen3	1	\$100.00	\$75.00	\$75.00

Power 911

913100/U	Power 911 Client Access License Upgrade	3	\$4,997.50	\$0.00	\$0.00
913152/U	Power 911 Add-on Recorder for Radio Upgrade	3	\$300.00	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	3	\$997.50	\$0.00	\$0.00
913152/CD	ITRR Media Kit	1	\$100.00	\$0.00	\$0.00

Power Metrics Setup Fees

P10200/1	Power Metrics - Data Collector: single RDDM: MIS Enabled	1	\$4,700.00	\$4,700.00	\$4,700.00
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Sentry

915100/CD	Sentry Software	1	\$75.00	\$75.00	\$75.00
915101	Sentry Server Console Kit	1	\$3,000.00	\$3,000.00	\$3,000.00
915137/1	Setup Fees	1	\$1,500.00	\$1,500.00	\$1,500.00
P10232	ELM Class 1	6	\$690.00	\$690.00	\$4,140.00
P10233	ELM Class 2	5	\$120.00	\$120.00	\$600.00

TXT29-1-1 Setup Fees

P10063	ITS Equipment	1	\$2,475.00	\$2,475.00	\$2,475.00
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Power 911 Hardware

911775	C-Blade - Power 911 DB Server	1	\$5,415.00	\$5,415.00	\$5,415.00
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Sentry Hardware

914960	IWS Server RACK Bundle - Type A	1	\$5,415.00	\$5,415.00	\$5,415.00
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Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$1,800.00	\$1,800.00	\$1,800.00
P10114/D	Backup Disk Solution for Windows Server (Desktop)	1	\$2,750.00	\$2,750.00	\$2,750.00

Peripheral Hardware

914514	Color Laser Printer	1	\$1,062.79	\$1,062.79	\$1,062.79
915109/P	Alarm Panel (Includes Power Supply)	1	\$990.00	\$990.00	\$990.00
600150	Punch Blocks	3	\$150.00	\$150.00	\$450.00
207-990000-046	Cable Cheat - 25PR, 25', MF	3	\$150.00	\$150.00	\$450.00

Network Equipment

914148	Firewall Appliance	1	\$1,350.00	\$1,350.00	\$1,350.00
914148/CD	Call Handling Firewall - Media Set	1	\$100.00	\$100.00	\$100.00

Staging

950852	Front Room Equipment Staging - Per Position	3	\$250.00	\$250.00	\$750.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$1,750.00	\$1,750.00	\$1,750.00

Installation

950104	Professional Services (per Day)	5	\$1,500.00	\$1,500.00	\$7,500.00
960575	Living Expense per Day per Person	7	\$200.00	\$200.00	\$1,400.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00

eLearning for Power Metrics

960108/3	Three (3) Hours of eLearning	1	\$395.00	\$395.00	\$395.00
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Call Taker and Admin Training

960780	Power 911 Administrator Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960801	Power 911 User Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	4	\$200.00	\$200.00	\$800.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00

CCS Training

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
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Project Management Services

950510	Project Management Services	1	\$0.00	\$9,554.00	\$9,554.00
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TXT29-1-1 Recurring Services

P10062	ITS Service Annual Fee - Year 1	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 1	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 2	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 2	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 3	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 3	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 4	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 4	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 5	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 5	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 6	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 6	1	\$1,500.00	\$1,500.00	\$1,500.00
P10062	ITS Service Annual Fee - Year 7	1	\$1,800.00	\$1,800.00	\$1,800.00
ITXTARF1	TXT29-1-1 P911 Annual Recurring Fee per PSAP (1-4 Seats)- Year 7	1	\$1,500.00	\$1,500.00	\$1,500.00

Power Metrics Recurring Services

P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 1	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 1	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 2	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 2	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 3	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 3	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 4	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 4	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 5	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 5	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 6	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 6	1	\$960.00	\$960.00	\$960.00
P10221	Power Metrics - 1-4 pos. Annual service fee per PSAP - Year 7	1	\$1,650.00	\$1,650.00	\$1,650.00
P10219	Power Metrics Suite - Annual access contract - Year 7	1	\$960.00	\$960.00	\$960.00

Software Subscription

950999/SUB1	Software Subscription Service - /Position Year 1	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 2	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 3	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 4	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 5	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 6	3	\$1,500.00	\$1,500.00	\$4,500.00
950999/SUB1	Software Subscription Service - /Position Year 7	3	\$1,500.00	\$1,500.00	\$4,500.00

Software Protection and Remote Tech Support

950999/PRO1	Software Protect/Remote Technical Support - /Position Year 1	3	Included	Included	\$0.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 2	3	\$600.00	\$600.00	\$1,800.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 3	3	\$600.00	\$600.00	\$1,800.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 4	3	\$600.00	\$600.00	\$1,800.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 5	3	\$600.00	\$600.00	\$1,800.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 6	3	\$600.00	\$600.00	\$1,800.00
950999/PRO1	Software Protect/Remote Technical Support - /Position Year 7	3	\$600.00	\$600.00	\$1,800.00

On-Site Maintenance

950999/ONS1-1	On-Site Maintenance/per position - Year 1	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 2	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 3	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 4	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 5	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 6	3	\$3,000.00	\$3,000.00	\$9,000.00
950999/ONS1-1	On-Site Maintenance/per position - Year 7	3	\$3,000.00	\$3,000.00	\$9,000.00

Hardware Protection

950999/HPSA1	Hardware Protection Stand Alone System – Year 1	3	Included	Included	\$0.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 2	3	\$400.00	\$400.00	\$1,200.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 3	3	\$400.00	\$400.00	\$1,200.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 4	3	\$400.00	\$400.00	\$1,200.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 5	3	\$400.00	\$400.00	\$1,200.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 6	3	\$400.00	\$400.00	\$1,200.00
950999/HPSA1	Hardware Protection Stand Alone System – Year 7	3	\$400.00	\$400.00	\$1,200.00

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - Year 1	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 2	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 3	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 4	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 5	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 6	9	\$63.00	\$63.00	\$567.00
914143	Symantec EndPoint Protection Manager (EPM) - Year 7	9	\$63.00	\$63.00	\$567.00

Sentry Monitoring Service

915137	Sentry Monitoring per Device - Year 1	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 2	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 3	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 4	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 5	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 6	11	\$120.00	\$120.00	\$1,320.00
915137	Sentry Monitoring per Device - Year 7	11	\$120.00	\$120.00	\$1,320.00

Notes

- 1 This quote provides a 7-year renewal for VIPER as a Service (VaaS) for Osage Beach, MO, with the following configuration:
- Three (3) workstation positions with three (3) CAMA trunks and sixteen (16) administrative lines; Power Metrics MIS reporting and TXT to 911.
 - Maintenance includes, SW Protection & Remote Technical Support, Hardware Protection, Software Subscription, Sentry Monitoring, Onsite Maintenance, and Antivirus.

This quote also upgrades the entire site, replaces the V-VIPER with C-Blade VIPER and Power Station workstations, and replaces all other hardware.

VaaS is a minimum 60-month term. VaaS consists of the provision of the equipment and software described herein, on a Subscription basis. Intrado will retain ownership of all hardware, and the customer receives a license to use the hardware and software during the subscription period. VaaS pricing includes all components shown herein. The customer is responsible for insuring the equipment and replacement in the event of damage or destruction to the equipment if not due to the actions of Intrado.

Previous quote 3310 v1

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- 2 **Sentry:** The Sentry hardware does not include Intrado monitoring of the site's performance via the Sentry system. Sentry Monitoring by the Intrado NOC is priced in the Sentry Monitoring Service section of the quote. The Sentry Monitoring System has been configured to monitor all Intrado provided hardware which has an IP address. This includes, but is not limited to, Servers, workstations, A9C, network switches, routers, etc.
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- 3 **Intrado's Sentry Monitoring Service:** Monitors all Intrado components as well as most third party equipment for which a license has been purchased. The service forwards alarms and alerts to a centralized Intrado Network Operations Center (NOC) for monitoring and remote troubleshooting. This service requires the purchase of Sentry hardware from Intrado, which is included in the quote.

Intrado's Technical Support Center receives remote customer alarms and alerts 24x7x365, notifying Intrado. of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Technical Support services are purchased. The dispatching of Intrado technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

Intrado Life & Safety Solutions Corporation Responsibilities:

- Remote Monitoring of customer based PSAP equipment.
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Clearing of the alarm upon notification of the customer.

Customer Responsibilities:

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system.
 - Designation of customer contact points or its assigned on-site service personnel.
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- 4 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.
In lieu of a Project Survey, the local maintenance technician can complete the site survey forms accordingly.
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- 5 **ITS Service - Connection for TXT to 911:** The ITS solution establishes a secure VPN between the customer facility and the Intrado Data Center over a VPN utilizing the customer's Public IP connection.
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6 **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
 - Scope of Work is completed (includes a Project Schedule of key dates)
 - Review system design
 - Site and/or network diagram are completed as required
 - 3rd Party contractors included in the sales order are contacted and managed
 - Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
 - Comprehensive risk assessment and mitigation planning
 - Overall project coordination
 - Weekly project status meetings are scheduled, led and documented
 - Customer configuration for staging is collected and communicated
 - Equipment staging (if ordered) and shipping is managed"
 - Coordinate on-site delivery
 - Equipment receipt and inventory is validated
 - Intrado resources are scheduled and managed with project implementation and cut-over requirements
 - Maintain all project related communications and documentation
 - Complete Site Book for delivery to end customer at time of handover to service
 - Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services
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- 7 **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

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- 8 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued.

Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 9 **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

- 10 **Hardware Protection Service** provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality

of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

- 11** Intrado's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESInet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

12 **Power Metrics**

Intrado retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to Intrado at the conclusion of the service.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on purchase order.
SUBMIT P.O.	ordermanagement.safetyservices@west.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires February 11, 2021. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	MDESEVE	Original	February 21, 2020
2	MDESEVE	Removed Project Survey, ALI Modems & position cabling Revised to show remote CCS, Moved Sentry to optional	June 30, 2020
3	JDILLON	Move Sentry to base, update all services and maintenance to 7 years	August 11, 2020
4	JDILLON	Date Refresh	February 11, 2021

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: March 19, 2021

Agenda Item:

Bill 21-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ozark Applicators LLC for the cleaning of the Passover Water Tower in an amount not to exceed \$8,500.00. *Second Reading*

Requested Action:

Second Reading of Bill #21-11

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases if fewer than three (3) proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 30-00-774256 Building Improvement

FY21 Budgeted Amount:	\$15,000.00
Expenditures to Date (03/08/21):	(\$ 0.00)

Available: \$15,000.00

Requested Amount: \$8,500.00

Department Comments and Recommendation:

This contract is for the cleaning of the outside of the Passover Water Tower. Bids were open on 03/02/2021. There were 2 bidders for this project. The bid tab is attached.

Ozark Applicators LLC was the low bidder at a price of \$8,500.00. The budget for this project is \$15,000.00. It has been a while, but we have done business with this company before. I checked their references and everyone I spoke with said that they do good work. Cochran Engineering has experience working with them in the past as well and spoke highly of them.

This is a 30 day contract so I expect this work will be completed fairly quickly.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-11 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on March 18, 2021.

This is a budgeted item in FY2021. Although this amount is within my authorization on budgeted items, less than three bids requires Board approval.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OZARK APPLICATORS LLC FOR THE CLEANING OF THE PASSOVER WATER TOWER IN AN AMOUNT NOT TO EXCEED \$8,500.00.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Ozark Applicators for the cleaning of the Passover Water Tower under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Eight Thousand Five Hundred Dollars (\$8,500.00).

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

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

READ FIRST TIME: March 18, 2021

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.11 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. 21.11.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____ a _____ of _____ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Passover Water Tower Cleaning

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30)

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

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

**Bid Tabulation
Passover Water Tower Cleaning
Osage Beach Project No. OB21-001
March 2, 2021**



Item	Description	Unit	Quantity	Engineer's Estimate		Classic Protective Coating		Ozark Applicators	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Exterior Cleaning of Passover Water Tower	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 10,400.00	\$ 10,400.00	\$ 6,000.00	\$ 6,000.00
2	Force Account Work	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
TOTALS					\$ 15,000.00		\$ 12,900.00		\$ 8,500.00

BID FORM

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

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

PASSEOVER WATER TOWER CLEANING					
BID FORM					
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1 - 09970	1	LS	Exterior Cleaning of Passover Water Tower	\$ _____	\$ 6,000 ⁰⁰
2 - 01800	1	LS	Force Account Work	Contingent Sum	\$ 2,500.00
				Total Base Bid	\$ 8,500 ⁰⁰

TOTAL BID IN WRITING: Eight thousand five hundred + no 1100

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: March 11, 2021

Agenda Item:

Public Hearing - Rezoning Case 413: Duenke Real Estate, LLC, R-1b (Single -Family) to C-1 (General Commercial).

Requested Action:

Public Hearing

Ordinance Referenced for Action:

Board of Aldermen shall hold a public hearing on each application for an amendment to Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - (90 rule)

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

A Public Hearing is required for all rezoning cases. This is the hearing for Rezoning Case 413 as requested by Duenke Real Estate, LLC. for a zoning change from R-1b (Single Family) C-1 (General Commercial).

This is an opportunity for the Mayor and the Board of Aldermen to hear comments or

concerns from the applicant and the public pertaining to the proposed zoning change.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: March 11, 2021

Agenda Item:

Bill 21-13 Rezoning Case 413, Duenke Real Estate, LLC. is requesting a rezoning of property currently zoned R-1b (Single Family) to C-1 (General Commercial). *First Reading*

Requested Action:

First Reading of Bill #21-13

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See attached Report and exhibits

The Planning Commission reviewed the request at their meeting on March 9, 2021 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-13 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 6.95 ACRES AS DESCRIBED IN REZONING CASE NO. 413.

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

Section 1. That the real estate, generally described as 6.95 acres and contained in the legal description contained in Exhibit A attached hereto is rezoned from a R-1b (Single Family) to C-1 (General Commercial.)

See Exhibit A: Property Boundary Description.

Section 2. That the development as described herein and referred to as Case 413 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.13 was duly passed _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 21.13.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Exhibit A

Land Description

A Tract of land lying in part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"Commencing at an axle at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 21, run South 18 degrees 55 minutes 04 seconds West a distance of 395.63 feet to an iron pin at the intersection of the east right-of-way of 40 foot wide El Terra Road and the south right of-way of 40 foot wide Swiss Village Road for the POINT OF BEGINNING, thence along and with the right-of-way of said Swiss Village Road the following eight (8) bearings and distances: (1) North 57 degrees 21 minutes 10 seconds East a distance of 41.93 feet to an iron pin, (2) North 64 degrees 08 minutes 53 seconds East a distance of 104.53 feet to another iron pin, (3) North 71 degrees 48 minutes 36 seconds East (previous deed = North 70 degrees 25 minutes East) a distance of 149.72 feet to another iron pin, (4) North 89 degrees 43 minutes 19 seconds East (previous deed = North 89 degrees 00 minutes East) a distance of 95.24 feet to another iron pin, (5) South 53 degrees 13 minutes 15 seconds East (previous deed = South 54 degrees 30 minutes East) a distance of 73.18 feet to another iron pin, (6) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 236.03 feet to another iron pin, (7) thence along a 190 degree 59 minute 09 second degree curve to the left with a radius of 30.00 feet a distance of 94.25 feet having a chord bearing of South 52 degrees 51 minutes 34 seconds East and a chord distance of 60.00 feet to another iron pin and (8) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 78.29 feet to another iron pin on the west right-of-way of U.S. Highway 54; thence departing the said right-of-way of Swiss Village Road and run along and with the said west right-of-way of U.S. Highway 54, South 05 degrees 57 minutes 46 seconds East a distance of 329.72 feet to an existing iron pin 150 feet right of U.S. Highway 54 station 344+00; thence continue along said right-of-way, South 24 degrees 19 minutes 42 seconds East a distance of 109.00 feet to another existing iron pin 120 feet right of U.S. Highway 54 station 345+01.22 feet; thence departing the said right-of-way, South 71 degrees 37 minutes 17 seconds West a distance of 155.48 feet (previous deed = South 71 degrees 41 minutes 54 seconds West a distance of 155.42 feet) to an iron pin on the east right-of-way of El Terra Road; thence along and with the said right-of-way the following three (3) bearings and distances: (1) along a 06 degree 59 minute 14 second degree curve to the left with a radius of 820.00 feet an arc length of 206.45 feet, a chord bearing of North 45 degrees 52 minutes 01 second West and a chord distance of 205.91 feet, (2) thence departing the said curve, North 53 degrees 04 minutes 46 seconds West a distance of 426.32 feet to an 11 degree 56 minute 12 second degree curve to the right with a radius of 480.00 feet and (3) along and with the said curve in a northerly direction a distance of 289.53 feet returning to the Point of Beginning."

Containing 6.95 Acres

Subject to any right-of-ways, restrictions, reservations, condition easements and exceptions

**PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION**

Date:	March 9, 2021	Case Number:	413
--------------	---------------	---------------------	-----

Applicant: Duenke Real Estate, LLC

Location: +/- 2,500 feet south of Hwy KK Traffic Circle on El Terra Road.

Petition: Rezoning from R-1b (Single Family) to C-1 (General Commercial)

Existing Use: Vacant

Existing Zoning: R-1b (Single Family)

Tract Size: 6.95 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial	Vacant Commercial
<u>South:</u>	C-1 and R-1b	Vacant Commercial/ Residential
<u>East:</u>	N/A	Hwy 54 Corridor
<u>West:</u>	R-1b Residential	Vacant Residential

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

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

None

Utilities

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

Access: Property derives access via El Terra Road

Analysis:

1. The applicant is the owner of the 6.95-acre parcel in question. The parcel is currently zoned R-1b. It was zoned R-1b with the initial zoning of the community in the early 1980's.
2. The property is adjacent to Hwy 54. The properties in close proximity to the expressway tend to develop in a commercial pattern as residential development is not typically suitable on a property that is highly impacted by the conditions surrounding a major highway. Clearly this property finds itself in a much different situation that it previously experienced prior to the construction of the 54 Expressway.
3. Currently the subject property is a vacant piece of frontage property that is contiguous other commercial tracts that extend to the Highway KK corridor.

Department Comments and Recommendations:

The subject property is a tract that is contiguous to the Highway 54 ROW in an area that has several properties that are candidates to be rezoned. Obviously, this tract is not an appropriate property on which to locate a single family residence. The activity that takes place this close to a major highway dictates that the subject property should be appropriately zoned for a use that is more compatible to the surroundings. **With this in mind the Planning Department would recommend approval of this request.**



Date Received: 2/18/21
Case #: 413

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: DWENKE REAL ESTATE HOLDINGS LLC Phone: 318-1758
Address: 1026-9 PALISADES BLVD City: OSAGE BEACH State: MO. Zip: 65065
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:
2. Name of landowner's representative, if different from above: MATT DWENKE Phone: 318-1758
Address: AS ABOVE City: State: Zip:
3. All correspondence relative to this application should be directed to whom? MATT DWENKE
Address: AS ABOVE City: State Zip:
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): CEDAR HILL SUBDIVISION NW 1/4 SEC 21 TWP 39 N R 16 W
Address: City: OSAGE BEACH State: MO Zip: 65065
5. Do you have a specific use proposed for this property? ☐ Yes ☒ No
Explain all uses: WE HAVE A CONTRACT ON ONE OF THE TWO LOTS THE BUYERS INTENT IS TO CONSTRUCT A PERSONAL USE SHOP
6. Area of property in square feet or acres: 6.95 ACRES
7. Current zoning classification: R-1B
8. Sources of utilities: Water: OSAGE BEACH Gas: Sewer: OSAGE BEACH Electric: AMEREN
9. Proposed zoning classification: C-1
10. How long have you owned this property? 1970's
11. Current use of property (describe all improvements): VACANT LAND
12. Current use of all property adjacent to subject property: North: RESIDENTIAL
South: VACANT LAND East: Highway 54 West: VACANT LAND

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

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

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

IT IS OUTSIDE City Limits

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

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

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

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

THESE TWO LOTS WILL HAVE MINIMAL INFRASTRUCTURE IMPACT

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

I DO NOT BELIEVE THE REZONING WILL AFFECT ADJACENT PROPERTIES

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

Notary Information

State of Missouri }
County of Camden } ss

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

[Signature]
Signature Owner/Applicant:

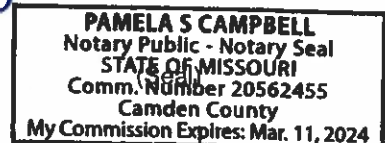
2/18/2021
Date:

Subscribed and sworn to before me on this 18th day of FEBRUARY, 2021.

Pamela A Campbell
Notary Public:

3-11-2024
My Commission Expires:

Person Accepting this Application:



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

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

DUENKE REAL ESTATE HOLDINGS LLC.

City of Osage Beach
Planning Commission
1000 City Pkwy
Osage Beach, Mo. 65065

2/18/2021

Planning Commission Members,

Duenke Real Estate Holdings LLC. is hereby requesting a zoning change for our 6.95-acre parcel located near Burton Duenke lane and Swiss Village road. The property is currently zoned R-1B and we are requesting a change to C-1. Over our many decades of owning this property we have never seen this parcels potential as a residential development due to the challenging topography of the Southern 2/3rds of the acreage. Our analysis has determined it would be financially unfeasible to grade the acreage to allow for multiple residential lots and has become clear to us that the cost to fully develop the site would exceed a reasonable lot sale price for the number of lots that could potentially be produced.

With the opening of the 54 expressway and the resulting visibility from "new" Hwy 54 we feel the parcels nature has changed to allow for a small commercial development site. We foresee a single "destination" end user for each of the two tracts in Cedar Hill Subdivision with the majority of the property remaining in its current wooded state.

Thank you for your consideration of this request.

Regards,



Matthew Duenke
Senior Board Member

1026-9 Palisades Boulevard • Osage Beach, Missouri 65065
(573) 348-1758 • (573) 348-0093 Fax
www.Duenke.biz

Land Description

A Tract of land lying in part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"Commencing at an axle at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 21, run South 18 degrees 55 minutes 04 seconds West a distance of 395.63 feet to an iron pin at the intersection of the east right-of-way of 40 foot wide El Terra Road and the south right-of-way of 40 foot wide Swiss Village Road for the POINT OF BEGINNING; thence along and with the right-of-way of said Swiss Village Road the following eight (8) bearings and distances: (1) North 57 degrees 21 minutes 10 seconds East a distance of 41.93 feet to an iron pin, (2) North 64 degrees 08 minutes 53 seconds East a distance of 104.53 feet to another iron pin, (3) North 71 degrees 48 minutes 36 seconds East (previous deed = North 70 degrees 25 minutes East) a distance of 149.72 feet to another iron pin, (4) North 89 degrees 43 minutes 19 seconds East (previous deed = North 89 degrees 00 minutes East) a distance of 95.24 feet to another iron pin, (5) South 53 degrees 13 minutes 15 seconds East (previous deed = South 54 degrees 30 minutes East) a distance of 73.18 feet to another iron pin, (6) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 236.03 feet to another iron pin, (7) thence along a 190 degree 59 minute 09 second degree curve to the left with a radius of 30.00 feet a distance of 94.25 feet having a chord bearing of South 52 degrees 51 minutes 34 seconds East and a chord distance of 60.00 feet to another iron pin and (8) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 78.29 feet to another iron pin on the west right-of-way of U.S. Highway 54; thence departing the said right-of-way of Swiss Village Road and run along and with the said west right-of-way of U.S. Highway 54, South 05 degrees 57 minutes 46 seconds East a distance of 329.72 feet to an existing iron pin 150 feet right of U.S. Highway 54 station 344+00; thence continue along said right-of-way, South 24 degrees 19 minutes 42 seconds East a distance of 109.00 feet to another existing iron pin 120 feet right of U.S. Highway 54 station 345+01.22 feet; thence departing the said right-of-way, South 71 degrees 37 minutes 17 seconds West a distance of 155.48 feet (previous deed = South 71 degrees 41 minutes 54 seconds West a distance of 155.42 feet) to an iron pin on the east right-of-way of El Terra Road; thence along and with the said right-of-way the following three (3) bearings and distances: (1) along a 06 degree 59 minute 14 second degree curve to the left with a radius of 820.00 feet, an arc length of 206.45 feet, a chord bearing of North 45 degrees 52 minutes 01 second West and a chord distance of 205.91 feet, (2) thence departing the said curve, North 53 degrees 04 minutes 46 seconds West a distance of 426.32 feet to an 11 degree 56 minute 12 second degree curve to the right with a radius of 480.00 feet and (3) along and with the said curve in a northerly direction a distance of 289.53 feet returning to the Point of Beginning."

Containing 6.95 Acres

Subject to any right-of-ways, restrictions, reservations, condition easements and exceptions of record.

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 Matt Duenke, did survey and monument CEDAR HILL SUBDIVISION, a tract of land in Section 16, 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

CEDAR HILL

duenke_matt\highway kk 16-39-16 subdivision topo\17053.dwg





Rezoning Case 413 Location Map

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: March 11, 2021

Agenda Item:

Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Valley View Drive. *First Reading*

Requested Action:

First Reading of Bill #20-14

Ordinance Referenced for Action:

State Statute 88.673 requires Board of Aldermen approval on the Vacation of Public Right of Way.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See the attached documents.

The Planning Department recommended approval of the subject vacation to the Planning Commission at their meeting on March 9, 2021 and they forward it to the Board of Aldermen with a unanimous recommendation for approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, VACATING A PORTION OF THE RIGHT OF WAY FOR THE CITY STREET FORMERLY KNOWN AS VALLEY VIEW DRIVE.

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

Section 1. That the Board of Aldermen of the City of Osage Beach, do hereby find and declare that a petition was filed with the City Planner of the City of Osage Beach from Andrew and Jessica Prewitt requesting that the portion of the road described as follows be vacated:

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at an existing 1-1/2 pipe marking the southwest corner of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running South 89 degrees 59 minutes 00 seconds East along and with the south line of the said east half a distance of 1,208.71 feet to a point located on the westerly right-of-way of Osage Beach Parkway South; thence departing the said south line along and with the said westerly right-of-way the following two (2) bearings and distances: (1) North 31 degrees 08 minutes 23 seconds East a distance of 5.65 feet to an existing right-of-way marker marking Sta. 59+96.24 25 feet right and marking the P.C. of a 05 degree 42 minute 37 second degree curve to the right having a radius of 1,003.90 feet and (2) thence along and with the said curve in a northeasterly direction a distance of 5.28 feet to a point located on the southerly right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, for the POINT OF BEGINNING: thence departing the said westerly right-of-way along and with the said southerly right-of-way the following three (3) bearings and distances: (1) North 59 degrees 55 minutes 14 seconds West a distance of 25.11 feet, (2) North 30 degree 04 minutes 46 second East a distance of 10.00 feet to the P.C. of a 44 degree 26 minute 15 second degree curve to the right having a radius of 128.94 feet and (3) thence along and with the said curve in a northwesterly direction a distance of 102.23 feet, said curve having a chord bearing and distance of North 37 degrees 12 minutes 23 seconds West 99.57 feet; thence departing the said southerly right-of-way North 31 degrees 54 minutes 02 seconds East a distance of 30.44 feet to a point located on the centerline of said Valley View Drive, located on a 52 degree 35 minute 46 second degree curve (record plat = 52 degree 36 minute curve and 108.9 feet) to the left having a radius of 108.94 feet ; thence along and with the said centerline the following two (2) bearings and distances: (1) thence along and with the said curve in a southeasterly direction a distance of 107.50 feet to the P.T. of the said curve, said curve having a chord bearing and distance of South 31 degrees 39 minutes 00 seconds East 103.19 feet and (2) thence departing the said curve South 59 degrees 55 minutes 14 seconds East (record plat = South 59 degrees 56 minutes East) a distance of 26.04 feet to a point located on the said westerly right-of-way of Osage Beach Parkway South, located on a 05 degree 42 minute 37 second degree curve to the left having a radius of 1,003.90 feet; thence departing the said centerline in a southwesterly direction a distance of 30.02 feet, said curve having a chord bearing and distance of South 31 degrees 51 minutes 35 seconds West 30.01 feet, returning to the POINT OF BEGINNING.”

Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.

“Road Vacate” is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

Subject to any rights-of-ways, restrictions, reservations, condition easements and exceptions of record.

Section 2. That the Board of Aldermen finds that the City of Osage Beach Planning Commission has fully approved adoption of this Ordinance.

Section 3. That the vacation of the road will not adversely affect adjacent properties or property owners in the immediate vicinity and is of no further use to the City.

Section 4. That the right-of-way described in Section 1 be and the same is hereby vacated.

Section 5. That the City Clerk of Osage Beach, Missouri, be and she is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 21.14 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 21.14.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Hearing Date: March 9, 2021

Case Number:

none

Applicant: Andrew and Jessica Prewitt

Location: Osage Beach Parkway to Valley View Drive

Petition: Right of Way vacation for portion of old Valley View Drive

Existing Uses: Portion of Valley View Drive removed and relocated by the construction of the 54 Expressway

Analysis:

- 1) The applicants own the land adjacent to the requested vacation property.
- 2) The applicants are asking that the City of Osage Beach vacate a portion of the existing right of way that the driving surface was removed from by the construction of the 54 Expressway.
- 3) There is City of Osage Beach service infrastructure currently in the ROW that benefits the subject property. Easements for that infrastructure will need to be given if this request for vacation is approved.
- 4) The other half of this ROW was vacated in 2019 to the property owner on the other side of the ROW. At that time, the City Engineers reported no issues with vacating the ROW as requested. Easements will need to be given to any existing or future services or utilities within the boundaries of the subject property to be vacated.



Date Received: _____

Date Completed: _____

PETITION FOR STREET VACATION

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

The undersigned, Andrew Prewitt and Jessica Prewitt, being an owner of real estate fronting and abutting on the portion of the street/alley/road/plat hereafter described, for the vacation of which this petition is filed, does hereby petition the Board of Aldermen of Osage Beach, Missouri to pass an ordinance vacating the following:

The property shown on the attached survey and described by the attached legal description. Property was formerly a section of Valley View Drive,

all in the said City of Osage Beach, Camden County County, Missouri.

The undersigned petitioner agrees in consideration of the vacation that if, because of said vacation, any public improvements are to be made, or repaired, by the City on any street, avenue, alley, thoroughfare or public property intersected by the property to be vacated:

The cost of such improvements or repairs shall be paid by the undersigned petitioner upon demand from the City.

The following are names of people owning or claiming to own property abutting said street, avenue, alley, thoroughfare or public property proposed to be vacated:

OWNER NAME	LEGAL DESCRIPTION	MAILING ADDRESS
<u>Ted & Faith Lallemand</u>	<u>Attached</u>	<u>PO Box 2350</u>
		<u>Lake Ozark, MO 65049</u>

Andrew Prewitt Jessica Prewitt
Signature of Petitioner(s)

CITY OF OSAGE BEACH
CITY CLERK
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-2039 FAX

Page 64 of 174

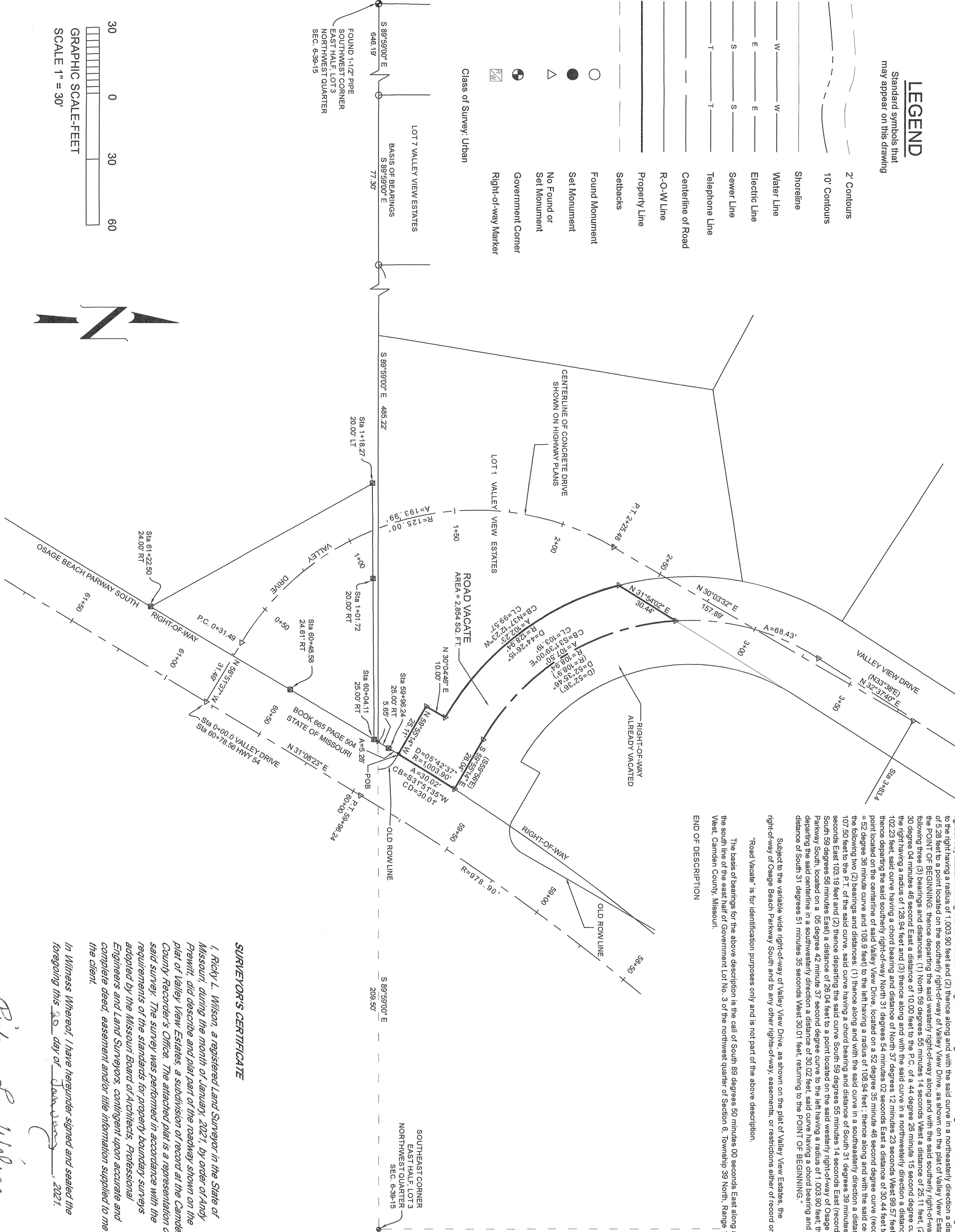
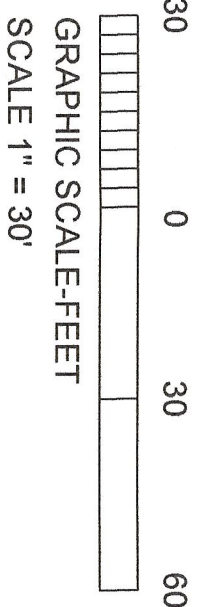
Prewitt: Survey

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.

LEGEND

Standard symbols that may appear on this drawing

2' Contours	Found Monument
10' Contours	Set Monument
Shoreline	No Found or Set Monument
Water Line	Government Corner
Electric Line	Right-of-way Marker
Sewer Line	
Telephone Line	
Centerline of Road	
R-O-W Line	
Property Line	
Setbacks	



Road Vacate

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

Commencing at an existing 1-1/2" pipe marking the southwest corner of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running South 89 degrees 59 minutes 00 seconds East along and with the south line of the said east half a distance of 1,208.71 feet to a point located on the westerly right-of-way of Osage Beach Parkway South; thence departing the said south line along and with the said westerly right-of-way the following two (2) bearings and distances: (1) North 31 degrees 08 minutes 23 seconds East a distance of 5.65 feet to an existing right-of-way marker marking Sta. 59+96.24 25 feet right and marking the P.C. of a 05 degree 42 minute 37 second degree curve to the right having a radius of 1,003.90 feet and (2) thence along and with the said curve in a northeasterly direction a distance of 5.28 feet to a point located on the southerly right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, for the POINT OF BEGINNING; thence departing the said westerly right-of-way along and with the said southerly right-of-way the following three (3) bearings and distances: (1) North 59 degrees 55 minutes 14 seconds West a distance of 25.11 feet, (2) North 30 degree 04 minutes 46 seconds East a distance of 10.00 feet to the P.C. of a 44 degree 28 minute 15 second degree curve to the right having a radius of 128.94 feet and (3) thence along and with the said curve in a northeasterly direction a distance of 102.23 feet, said curve having a chord bearing and distance of North 37 degrees 12 minutes 23 seconds West 99.57 feet; thence departing the said southerly right-of-way North 31 degrees 54 minutes 02 seconds East a distance of 30.44 feet to a point located on the centerline of said Valley View Drive, located on a 52 degree 35 minute 46 second degree curve (record plat = 52 degree 36 minute curve and 108.9 feet) to the left having a radius of 108.94 feet; thence along and with the said centerline the following two (2) bearings and distances: (1) thence along and with the said curve in a southeasterly direction a distance of 107.50 feet to the P.T. of the said curve, said curve having a chord bearing and distance of South 31 degrees 39 minutes 00 seconds East 103.19 feet and (2) thence departing the said curve South 59 degrees 55 minutes 14 seconds East (record plat = South 59 degrees 56 minutes East) a distance of 26.04 feet to a point located on the said westerly right-of-way of Osage Beach Parkway South, located on a 05 degree 42 minute 37 second degree curve to the left having a radius of 1,003.90 feet; thence departing the said centerline in a southeasterly direction a distance of 30.02 feet, said curve having a chord bearing and distance of South 31 degrees 51 minutes 35 seconds West 30.01 feet, returning to the POINT OF BEGINNING."

Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.

"Road Vacate" is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

END OF DESCRIPTION

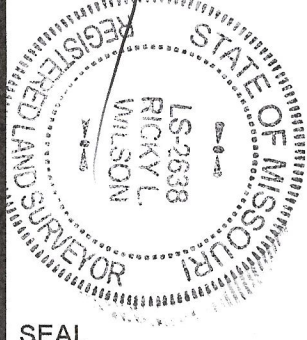
SURVEYOR'S CERTIFICATE

I, **Ricky L. Wilson**, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of Andy Prewitt, did describe and plat part of the roadway shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office. 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. LB 2838

FILE LOCATION: S:\Projects\PROJECTS\PREWITT, ANDY\20440\20440.dwg



MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (573) 348-9799 Surv. (573) 348-5552 Fax (573) 348-2894
www.themillercoos.com

Road shown on Valley View Estates in the east half of the Government Lot No. 3 of the nw 1/4 of Section 6, Township 39 North, Range 15 West, Camden County, MO

DRAWING DATE:	1/19/21
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	1" = 30'
PROJECT #:	MC 20-440
SHEET:	1 OF 1
FIELD BOOK:	
MO LSC NO.	2011027104



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

TRACT DESCRIPTION FOR:

ANDY PREWITT

SECTION: 06
TOWNSHIP: 39
RANGE: 15
COUNTY: CAMDEN
DATE: JANUARY 19, 2021

Road Vacate

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

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Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

“Road Vacate” is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

END OF DESCRIPTION

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: March 11, 2021

Agenda Item:

Bill 21-15 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Northview Subdivision. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-15

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 March 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 21-15 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 OF NORTHVIEW 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 Northview Subdivision, a subdivision in Osage Beach, Camden County, Missouri, approved by the Planning Commission on March 9, 2021, 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.21.15 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.21.15.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: **March 9, 2021**

Subdivision Name: Northview Subdivision Final Plat

Location: Approximately 900 ft off Sycamore Valley Drive on Oak Road

Section/Township/Range: 10/39/16

Applicant: Mitchell Northway

Surveyor: Central Missouri Professional Services, Inc.

Tract Size: 63,418 sq. ft. (5 single –family lots)

Zoning: R-1a (Single Family Residential)

Surrounding Land Use:

North: Lake of the Ozarks

South: Residential Development

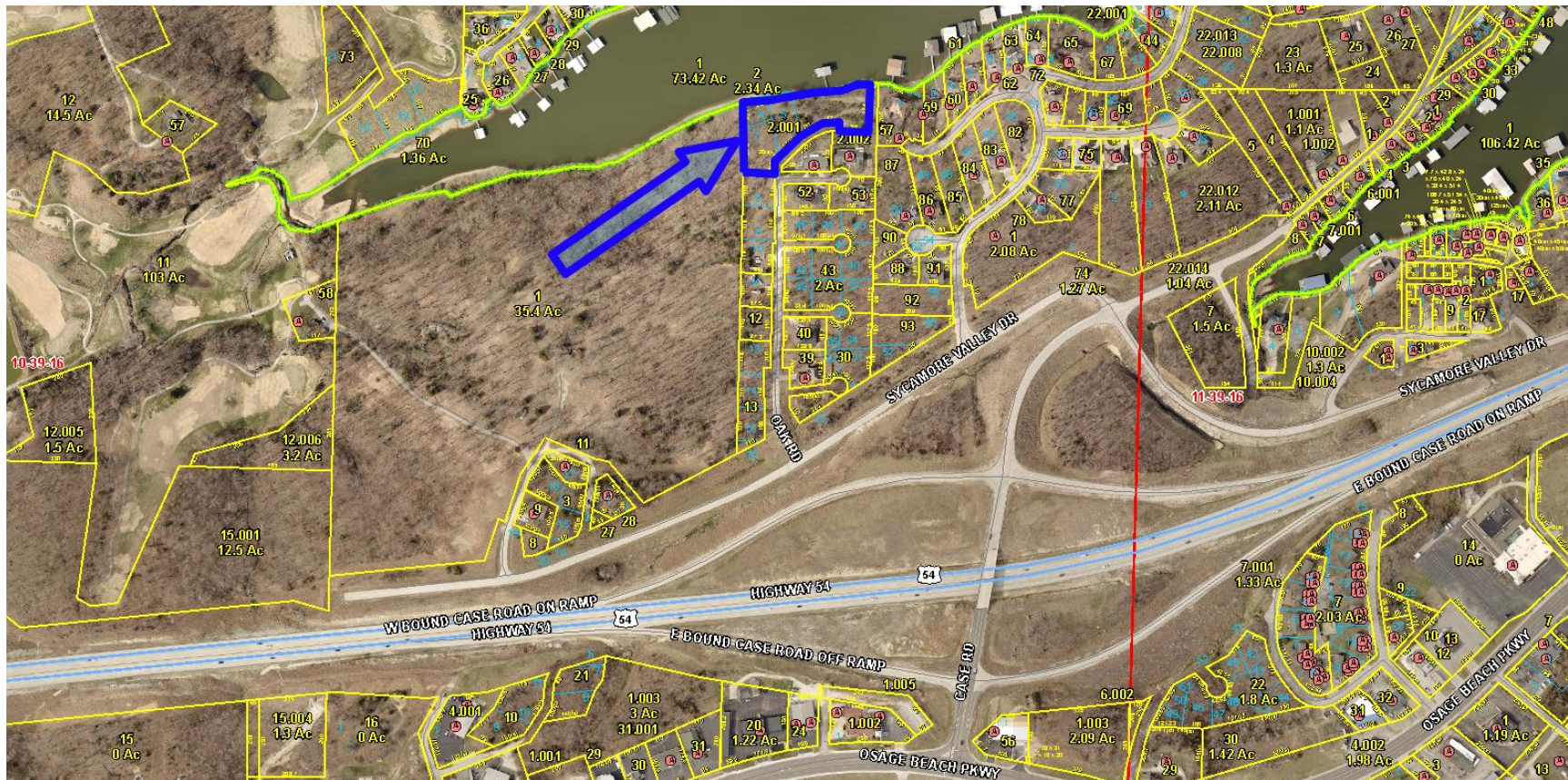
East: Residential Development

West: Residential Development

Department Comments

Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the requirements for a final plat.
- 2) The City Engineers have approved the public improvement plans for the development. A Letter of Credit for 125% of the engineers estimate for the cost of improvement installation will need to be submitted before final approval and recording of the plat.



NORTH

**Northview Subdivision
Preliminary Plat**

NORTHVIEW SUBDIVISION

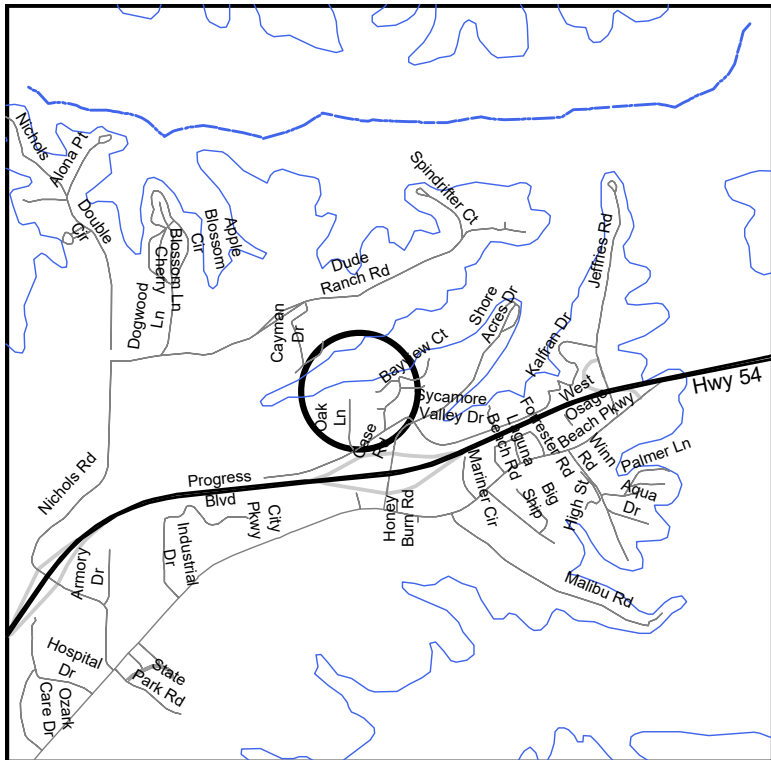
A REPLAT OF LOTS 5, 6 AND 7 OF THE OAKS SUBDIVISION, P.B. 22, PG. 49 AND PART OF TRACTS I, II AND III OF A DEED OF RECORD IN BOOK 650, PAGE 69, CAMDEN COUNTY RECORDER'S OFFICE BEING A PART OF THE NE 1/4, SE 1/4, SEC. 10 T39N, R16W, CAMDEN COUNTY, MO
AREA: 1.54 ACRES (67,215 S.F.)
ZONED: R-1a (Single-Family District)



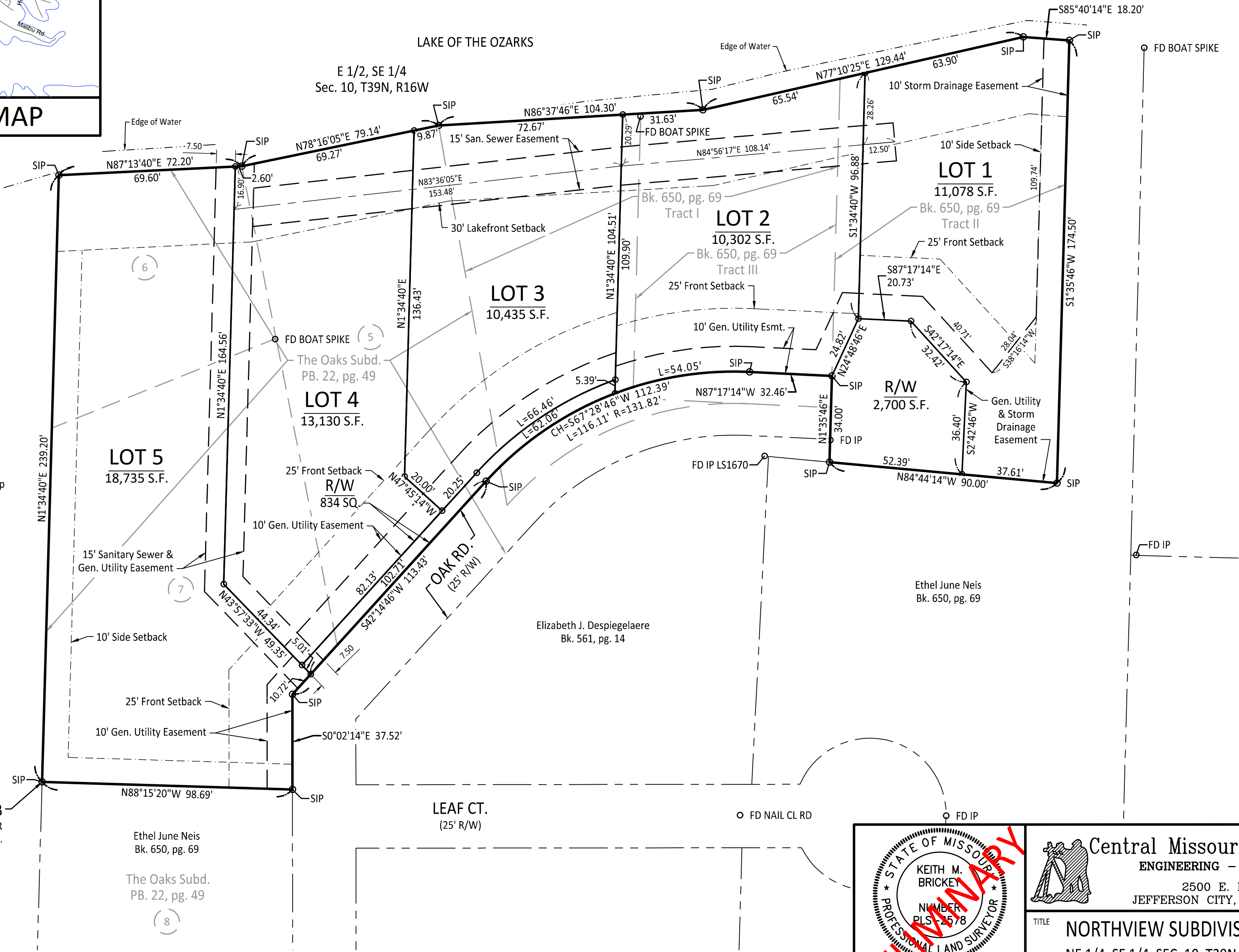
1 inch = 30 feet



(Graphic Scale - Feet)



LOCATION MAP



LEGEND

- FD IP = FOUND IRON PIN
- SIP = SET IRON PIN WITH CAP



Central Missouri Professional Services, Inc.
ENGINEERING - SURVEYING - MATERIALS TESTING
2500 E. McCARTY
JEFFERSON CITY, MISSOURI 65101
Phone (573) 634-3455
FAX (573) 634-8898

TITLE NORTHVIEW SUBDIVISION NE 1/4, SE 1/4, SEC. 10, T39N, R16W, OSAGE BEACH, CAMDEN CO., MO			
FOR Mitchell Northway			
DATE 12-29-2020	DRN. BY C.F.B.	SCALE 1" = 30'	BOOK
REV. DATE	CKD. BY	SHEET 2 OF 2	JOB NO. 20-091

A REPLAT OF LOTS 5, 6 AND 7 OF THE OAKS SUBDIVISION, P.B. 22, PG. 49 AND PART OF TRACTS I, II AND III OF A DEED OF RECORD IN BOOK 650, PAGE 69, CAMDEN COUNTY RECORDER'S OFFICE BEING A PART OF THE NE 1/4, SE 1/4, SEC. 10 T39N, R16W, CAMDEN COUNTY, MO
AREA: 1.54 ACRES (67,215 S.F.)
ZONED: R-1a (Single-Family District)

A Replat of Lots 5, 6 and 7 of The Oaks Subdivision, as per plat of record in Plat Book 22, page 49 and Part of Tracts I, II and III as described in a deed of record in Book 650, page 69, Camden County Recorder's Office, being a part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

Containing in all 1.54 acres

Know all men by these presents that we, the undersigned, being the owners of the tract of land described in the foregoing Property Description, have caused said tract to be surveyed and subdivided into lots, streets and easements and on this plat the numbers of the lots and the sizes thereof are fully and truly set forth, and the undersigned does hereby dedicate to the public, for public use forever, all streets and easements, (not presently of record) as shown on this plat, which shall be known as "NORTHVIEW SUBDIVISION".

In Witness whereof, the undersigned owners of said tract has hereunto set their hands this _____ day of _____, 20__.

Angela L. Northway

STATE OF _____ }
COUNTY OF _____ } ss

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

My commission expires:

IN WITNESS WHEREOF, I have hereunto signed and sealed the foregoing this _____ day of _____, _____

By: _____
Mayor

[illegible]

who being by me duly sworn did state that they are, respectively, Mayor and City Clerk of the City of Osage Beach, Missouri, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the seal of the City of Osage Beach and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen.

Notary Public

My commission expires: _____

1. LAND USE: (Single-Family District) Zoned: R-1a
2. The Setback lines from the property lines shall be (As per City of Osage Beach Regulations):
Road Front: 25', Lake Front: 30', Side: 10' and Rear (Not Lake): 20'.
3. Set 5/8" I.P. with cap at all subdivision corners, and 1/2" I.P. with cap at all interior lot corners, unless otherwise shown.
4. The Lots in this subdivision conform to the requirements for land development in the City of Osage Beach as set forth by the Subdivision Design and Improvements Standards in the Rules for Land Subdivision of the City of Osage Beach and Amendments thereto.
5. RECORD SOURCE: Mitchell K. Northway and Angela L. Northway, husband and wife, as per deed of record in Book 841, page 573, Camden County Recorder's Office, Camden County, Missouri.
6. BEARING BASE: Missouri State Plane - Central Zone,
DESIGNATION: MODOT ELDON CORS ARP
CORS ID: MOEL
POSITION: 38°20'49.67807 (N) 092°35'43.33476 (W)
NAD 83 (2011) EPOCH - 2010.00
The following values were computed from NAD 83 (2011)

Position:	North	East	Units	Scale Factor	Convergence
	278,965.623	491,663.545	(MT)	0.99993419	-0 03 33.0
7. VERTICAL DATUM: Ameren UE Lake of the Ozark Vertical Datum System. Monument 25-J on south side of Bagnell Dam, NGS NAVD 88 Elevation 673.97 adjusted +0.69' to UED Datum.
8. Subject to Restrictions recorded in Book _____, page _____, Camden County Recorder's Office, Camden County, MO.

In Witness whereof, I have hereunto set my seal and signature this _____ day of _____, 20____.



	Central Missouri Professional Services, Inc. ENGINEERING – SURVEYING – MATERIALS TESTING		
	2500 E. McCARTY JEFFERSON CITY, MISSOURI 65101		Phone (573) 634-3455 FAX (573) 634-8898

TITLE	NORTHVIEW SUBDIVISION NE 1/4, SE 1/4, SEC. 10, T39N, R16W, OSAGE BEACH, CAMDEN CO., MO
FOR	Mitchell Northway

DATE	12-29-2020	DRN. BY	C.F.B.	SCALE	BOOK
REV. DATE		CKD. BY		SHEET	
				1 OF 2	20-091

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: March 22, 2021

Agenda Item:

Bill 21-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Horner & Shifrin, Inc. for the Tan Tar A Sewer Assessment in an amount not to exceed \$62,500. *First Reading*

Requested Action:

First Reading of Bill #21-16

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: 35-00-773100 Engineering

FY21 Budgeted Amount:	\$62,500
Expenditures to Date (03/22/21):	(\$ 0.00)
Available:	\$62,500

Requested Amount:

\$62,500

Department Comments and Recommendation:

This agreement will utilize a clean water engineering reports grant called the Sceap Grant. The City applied for and received this grant in 2020 through the Missouri Department of Natural Resources. In late November 2020, the City published an RFQ for professional engineering services to provide a wastewater facility plan to identify areas of improvement for the Tan Tar A sewer system. Nine proposals were received and the City's RFQ evaluation team choose Horner & Shifrin, Inc to recommend for award of this project. The team choose Horner & Shifrin, Inc. because of the experience they have with this grant. Of all of the proposals we received Horner & Shifrin's showed a clear track record of working with the Department of Natural Resources and municipalities on this specific grant. There was no one else that submitted a proposal that had more experience with this grant. I also did a lot of my own research into this firm. I contacted their references and other City's that had went through this grant process with them previously. Everyone that I spoke with was happy with the results they got when working with this firm.

DNR, has already approved this agreement and the City's choice, Horner & Shifrin, Inc. The City Attorney, Ed Rucker, has also reviewed this agreement. This agreement is for an amount not to exceed \$62,500. Through the Sceap grant approved last year, the City will receive \$50,000 in reimbursements from DNR.

This agreement will provide the City with a report that details areas of improvement in the Tan Tar sewer system. This includes but is not limited to camera work of 10,000 feet of line, the inspection of 170 to 200 manholes, smoke testing, identifying broken and/or abandon sewer lines, and a environmental impact study. The parameters of the report are very specific and must meet DNR guidelines in order for the City to utilize the grant.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-16 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 HORNER & SHIFRIN, INC FOR THE TAN TAR A SEWER ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$62,500.00.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Horner & Shifrin, Inc under substantially the same or similar terms and conditions as set forth in (“Exhibit A”).

Total expenditures or liability authorized under this contract shall not exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500.00).

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.16 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: 0

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. 21.16.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

“EXHIBIT A”

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT
PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 15, 2021 ("Effective Date") between City of Osage Beach, Missouri ("Owner") and Horner & Shifrin, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wastewater Facility Plan for Tan Tar A Estates ("Project").

Engineer's services under this Agreement are generally identified as follows: See Exhibit A for Project Scope ("Study and Report Services").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4 and Appendix 1.
- B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.
- D. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Any changes to the Engineer's scope of work or fee will require written authorization from the Owner. Such additional data and information would generally include the following:

Property descriptions.

- 1. Zoning, deed, and other land use restrictions.
- 2. Utility information, reports, and mapping.

3. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Owner shall advise Engineer of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Study and Report Services.
 - F. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
 - H. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - I. Owner shall inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - J. Owner shall advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - K. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer's performance of its Study and Report Services:
 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
 - L. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
 - M. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence of any Constituent of Concern at any Site; or
3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. The owner shall make payment to the engineer in accordance with 34.057, RSMo
- B. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- C. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- D. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
 1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

2. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 1.
 3. The total compensation for services and reimbursable expenses shall not exceed \$62,500, except by written amendment executed by both parties.
- B. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature of the Study and Report Services, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.03 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 *Termination*

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:
- B. "Owner may terminate this Agreement for any cause upon thirty (30) days prior written notice to Engineer. Engineer will suspend all Services and has no obligation to provide further Services after the effective date of termination as determined based on the notice of termination from Owner.

Owner is obligated to pay Engineer's invoice for all Services rendered through the effective date of termination."

6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the subject matter of the Study and Report Services is located.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.08 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.09 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail

postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 5. *Construction Cost*—The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and consultants; subcontractors; or vendors.
8. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
13. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, Engineer's Services.
- B. Appendix 1, Standard Hourly Rates and Reimbursable Expenses
- C. The following additional exhibits: ATTACHMENT 1A – STANDARD HOURLY RATE; ATTACHMENT 1B – STANDARD REIMBURSABLE RATES

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Osage Beach

Engineer: Horner & Shifrin, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: James E. McCleish
Title: Vice-President, BUL- Water
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
2005001048
State of: Missouri

Address for Owner's receipt of notices:
100 City Parkway
Osage Beach, MO 65065

Address for Engineer's receipt of notices:
401 S. 18th Street
St. Louis, MO 63103

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):

Christina Willson
Title: Asst. Regional Manager - Water
Phone Number: (618) 726-0319
E-Mail Address: cfwillson@hornershifrin.com

This is **EXHIBIT A**, Engineer's Services, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated April 15, 2021.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic Services and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **None**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify up to 3 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site(s) to review existing conditions and facilities, unless Owner and Engineer agree that such visits are not necessary or applicable to meeting the Study and Report objectives.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner those solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Advise Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement which are not part of Engineer's Basic Services.
8. Identify and analyze relevant requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, or having jurisdiction over the Project; consult with such governmental authorities as necessary.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Prepare a Facility Plan accordance with 10 CSR 20-8.110 Engineering – Reports, Plans, and Specifications. (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services; and, on the basis of information furnished by Owner, a tabulation of summary of allowances for other items and services included within the definition of Total Project Costs.
11. In the Report, advise Owner of any limitations on the use or applicability of the Report.
12. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph is referred to as "Project Strategies, Technologies, and Techniques."
13. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project.
14. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
15. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
16. Perform or provide the following other Study and Report Services, to the extent that project funds are available after the engineering report and environmental assessment are complete. This does not guarantee that any or all of the sanitary sewer system will be evaluated, based on project budget:
 - a. Perform sanitary structure defect assessment using NASSCO Manhole Assessment Certification Program Level 2 as a means to record assessment data.
 - b. Mapping-grade location, classification, and photograph of defects exposed from smoke testing of sanitary sewer.
 - c. Store all asset and defect in a GIS database.
 - d. Provide data to Owner in a format that will allow for inclusion with existing data storage.

A1.02 *Times for Rendering Services*

- A. Furnish [3] review copies and one PDF copy of the Report and any other Study and Report Services deliverables to Owner within [180] calendar days of the Effective Date and review it with Owner. Within [30] calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
- B. Furnish [2] review copies and one PDF of the Report and any other Study and Report Services deliverables to Missouri Department of Natural Resources (MODNR) for review and comment.
- C. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments and MODNR, as appropriate, and furnish [3] copies and one PDF copy of the revised Report and any other Study and Report Services deliverables to the Owner and [2] copies and one PDF to MODNR within [30] calendar days of receipt of all comments.
- D. Engineer's Study and Report Services will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- E. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site under study, then Engineer shall notify (1) Owner. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the owner of the Site.
- F. The Engineer is performing professional services for the Owner and is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near any Site under study in connection with the Study and Report Services.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of environmental assessments and impact statements in accordance with the National Environmental Policy Act (NEPA) and administered as directed by 40 CFR Parts 1500-1508 and 23 CFR Part 771 and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Provide necessary field surveys and topographic and utility mapping to be used for design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on

ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.14 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.1.
6. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
9. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
10. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.

12. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
13. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **Appendix 1**, Standard Hourly Rates and Reimbursable Expenses, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated January 8, 2021.

Part One: Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

SEE ATTACHED HOURLY BILLING RATE SCHEDULE – ATTACHMENT 1A

ATTACHMENT 1A HOURLY BILLING RATE SCHEDULE



Hourly Billing Rates by Classification
Effective: 1/3/21

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP1 PROFESSIONAL 1	\$ 285	GT4 COORDINATOR	\$ 86
AP2 PROFESSIONAL 2	\$ 147	IP1 AVP - GIS/IT/SURVEY	\$ 196
AT4 CLERICAL 3	\$ 86	IP2 SENIOR GIS/IT PROFESSIONAL	\$ 127
AT6 CLERICAL 6	\$ 63	IT2 GIS/IT ANALYST	\$ 96
BP1 AVP BUILDING SERVICES	\$ 189	IT5 GIS ANALYST	\$ 90
BP3 SR PM BUILDING SERVICES	\$ 184	SP1 VP STRUCTURAL ENGR	\$ 252
BP4 SR PM BUILDING SERVICES	\$ 160	SP2 AVP STRUCTURAL ENGR	\$ 200
BP5 SR PM BUILDING SERVICES	\$ 150	SP3 SR PM STRUCTURAL ENGR	\$ 185
BP7 PM BUILDING SERVICES	\$ 125	SP4 SR PM STRUCTURAL ENGR	\$ 176
BP8 PE BUILDING SERVICES	\$ 123	SP5 SR PM STRUCTURAL ENGR	\$ 165
BP11 DESIGN ENGR BUILDING SERVICES	\$ 99	SP6 PM STRUCTURAL ENGR	\$ 153
BP13 ENGR BUILDING SERVICES	\$ 85	SP7 PM STRUCTURAL ENGR	\$ 138
BTM1 TECH MGR BUILDING SERVICES	\$ 140	SP8 SR PE STRUCTURAL ENGR	\$ 129
BT1 PROF DESIGNER BUILDING SERVICES	\$ 122	SP9 PE STRUCTURAL ENGR	\$ 121
BT2 SR DESIGNER BUILDING SERVICES	\$ 103	SP 10 PE STRUCTURAL ENGR	\$ 113
BT3 DESIGNER BUILDING SERVICES	\$ 87	SP11 DESIGN ENGR STRUCTURAL ENGR	\$ 105
BT4 CAD TECH BUILDING SERVICES	\$ 77	SP12 DESIGN ENGR STRUCTURAL ENGR	\$ 98
BT5 CAD TECH BUILDING SERVICES	\$ 70	SP13 ENGR STRUCTURAL ENGR	\$ 90
CP1 DEPT MGR CONST SVCS	\$ 140	ST3 DESIGNER STRUCTURAL ENGR	\$ 95
CP3 PROJ ENGR CONST SVCS	\$ 115	ST6 CADD TECH STRUCTURAL ENGR	\$ 64
CT1 CONST SVCS TECH 1	\$ 117	SU1 PROFESSIONAL LAND SURVEYOR	\$ 135
CT2 CONST SVCS TECH 2	\$ 112	SU2 PROFESSIONAL LAND SURVEYOR	\$ 122
CT4 CONST SVCS TECH 4	\$ 93	SU3 SURVEY INSTRUMENT TECHNICIAN	\$ 104
CT5 CONST SVCS TECH 5	\$ 83	SU4 SURVEY INSTRUMENT TECHNICIAN	\$ 96
CT6 CONST SVCS TECH 6	\$ 55	TES1 ENV SCIENTIST TRANS CIV ENGR	\$ 170
EP1 VP ENVIRONMENTAL ENGR	\$ 250	TES2 ENV SCIENTIST TRANS CIV ENGR	\$ 155
EP2 AVP ENVIRONMENTAL ENGR	\$ 195	TES3 ENV SCIENTIST TRANS CIV ENGR	\$ 125
EP4 SR PM ENVIRONMENTAL ENGR	\$ 175	TES4 ENV SCIENTIST TRANS CIV ENGR	\$ 95
EP5 SR PM ENVIRONMENTAL ENGR	\$ 165	TES5 ENV SCIENTIST TRANS CIV ENGR	\$ 75
EP7 PM ENVIRONMENTAL ENGR	\$ 150	TP1 VP TRANS CIV ENGR	\$ 240
EP8 SR PE ENVIRONMENTAL ENGR	\$ 124	TP2 AVP TRANS CIV ENGR	\$ 195
EP9 PE ENVIRONMENTAL ENGR	\$ 119	TP3 ENGR MGR TRANS CIV ENGR	\$ 185
EP10 PE ENVIRONMENTAL ENGR	\$ 105	TP4 SR PM TRANS CIV ENGR	\$ 160
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 101	TP5 SR PM TRANS CIV ENGR	\$ 150
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 95	TP6 PM TRANS CIV ENGR	\$ 140
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$ 116	TP7 PM TRANS CIV ENGR	\$ 130
ET3 DESIGNER ENVIRONMENTAL ENGR	\$ 83	TP8 SR PE TRANS CIV ENGR	\$ 120
ET4 CAD TECH ENVIRONMENTAL ENGR	\$ 66	TP9 PE TRANS CIV ENGR	\$ 115
ET5 CAD TECH ENVIRONMENTAL ENGR	\$ 65	TP10 PE TRANS CIV ENGR	\$ 105
ET6 CAD TECH ENVIRONMENTAL ENGR	\$ 62	TP11 DESIGN ENGR TRANS CIV ENGR	\$ 100
GP2 MANAGER	\$ 166	TP12 DESIGN ENGR TRANS CIV ENGR	\$ 95
GP3 MANAGER	\$ 146	TP13 ENGR TRANS CIV ENGR	\$ 90
GP4 MANAGER	\$ 135	TP14 ENGR TRANS CIV ENGR	\$ 87
		TT1 PROF DESIGNER TRANS CIV ENGR	\$ 107
		TT2 SR DESIGNER TRANS CIV ENGR	\$ 96
		TT3 DESIGNER TRANS CIV ENGR	\$ 85
		TT4 CAD TECH TRANS CIV ENGR	\$ 65
		TTM1 TECH MGR TRANS CIV ENGR	\$ 117

Part Two: Reimbursable Expenses Factors

1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4 of the Agreement.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.

Part Three: Reimbursable Expenses Schedule

Reimbursable Expenses rates are subject to annual review and adjustment. Rates and charges for Reimbursable Expenses as of the Effective Date are:

SEE ATTACHED REIMBURSABLE EXPENSE SCHEDULE – ATTACHMENT 1B

**ATTACHMENT 1B
REIMBURSABLE EXPENSE SCHEDULE**



**Reimbursable Expenses
Effective: 1/3/21**

EQUIPMENT

3D Scanner	\$50 Hour
ATV/UTV	\$65 Day
Bridge Inspection Small Tools	\$105 Day
Manhole Inspection Camera	\$10 Hour
Manhole Smoker / Oil	\$0.05 Linear Foot
Mobile LiDAR Scanner	\$2,250 Day
Traffic Counters	\$61 Each
UAS Drone	\$200 Day

EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: March 22, 2021

Agenda Item:

Bill 21-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Tavis Hodge Hauling LLC for the Sands Lift Station Improvement Project in an amount not to exceed \$143,600. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-17

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 - We would like to get the contractor started as soon as possible in order to try and get this work done by the first week of June.

Budgeted Item:

Yes

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

FY21 Budgeted Amount:	\$500,000
Expenditures to Date (03/22/21):	(\$ 0.00)
Available:	\$500,000

Requested Amount:

\$143,600

Department Comments and Recommendation:

The Sands Lift Station Improvement Project was put out for bid in late February 2021. Bids were opened on March 16, 2021. The City received three bids. The bid tab is attached.

This project consists of the demolition and removal of existing guide rails, 2 discharge elbows, a check valve, and a plug valve. The installation of 2 new discharge elbows, 5 pump guide rails, a new guide rail bracket support system, installation of one new check valve and one new plug valve, and the installation of a new fall thru prevention system. The contractor will also be responsible for assisting sewer staff with the installation of two 200 horse power sewer pumps once all work is complete. This represents the base bid.

There are 2 alternates included in this bid.

Alternate #1 = includes the removal of the other four plug valves and installation of all new plug valves. These valves were assessed last Fall and it was found at that time that they had never been exercised previously. It took 3 days for us to get them closed and back open. In the event that we would ever need to close these valves in an emergency situation we cannot wait 3 days. I am recommending that these valves be replaced. I have put a new valve turning maintenance program in place to insure that these valves are exercised properly on a years basis. This program will insure that this equipment is properly maintained and that if we ever need to close these valves they will be in good working order. These valves are used to control the flow of waste water into each pump slot and we must be able to be closed properly and quickly anytime we need to remove or add a pump for this station.

Alternate #2 = includes the construction and installation of 2 new base mounting plates used to attached the new base elbows to the bottom of the wet well. Their are two reason why these plates may need to be replaced. If the existing mounting plates do not line up with the new discharge elbows or if we need to raise the new discharge elbows to have the pumps line up with the new guide rail bracket support system. We do not see the bottom of this station very often, so these are things that we won't know for sure if we need to do until we drain the wet well.

I am asking for the Board of Alderman to approve this project be awarded to the second lowest bidder, Travis Hodge Hauling LLC. As you know this is the largest sewer lift station in the City's inventory and one of the largest in the State of Missouri. It is very important that we get this work done the right way. We must have a contractor

with experience in working with a station like this. Travis Hodge Hauling LLC was the contractor that did the expansion of the EQ Basin a few years ago. The EQ Basin is attached to Sand lift station and is used to divert flow from the station in times when the station is being worked on or in times of extremely heavy flow. He installed all of the panels that control these mechanisms. This is also the contractor that assisted the City with the installation of the 2 pumps working in the station currently. Travis Hodge has worked on this station at least 6 different times within the last 7 years and has more experience working on the station than any current staff member or contractor that I am aware of.

We had wanted to bid this project out much earlier, but the work that we need done is also dependent on access to the rebuild (1) and new (1) pumps that the Board of Alderman approved for purchase late last Summer. Those pumps were both supposed to be repaired/built and delivered in February/March 2021. Unfortunately supply chain issues caused by the current health crisis pushed the delivery of these pumps. In order for this work to be done properly, we have to have the pumps on site to insure that they will work properly with these improvements. None of us wanted to push this project closer to the summer when working in this station becomes tremendously more difficult because of higher flow rates. This is just another factor that makes it so important to utilize a contractor with experience working in this station.

In my opinion it is in the City's best interest to award this project to Travis Hodge Hauling LLC, the second lowest bidder for the project. By using the second lowest bidder the project will cost between \$1,980 and \$9,480 more depending on the need for Alternate #2. That said, the cost of this project is still under the engineers estimate.

I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 21-17 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 TRAVIS HODGE HAULING LLC FOR THE SANDS LIFT STATION IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$143,600.00

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Travis Hodge Hauling LLC, under substantially the same or similar terms and conditions as set forth in (“Exhibit A”).

Total expenditures or liability authorized under this contract shall not exceed One-Hundred Forty-Three Thousand, Six Hundred Dollars (\$143,600.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.17, 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. 21.17.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

Sands Lift Station Improvements

**Exhibit A
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____

WITNESSETH:

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

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

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

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

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

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

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

Sands Lift Station Improvements

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Forty-Five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Sands Lift Station Improvements

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

**

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

**Bid Tabulation
Sands Lift Station Improvements
Osage Beach Project No. OB21-004A
March 16, 2021**



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

Page 1

				Engineer's Estimate		Missouri Machinery & Engineering Co Inc		Travis Hodge Hauling LLC		RC Contracting LLC	
Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Base Bid - Sands Lift Station Improvements	LS	1	\$ 135,000.00	\$ 135,000.00	\$ 105,050.00	\$ 105,050.00	\$ 110,000.00	\$ 110,000.00	\$ 120,500.00	\$ 120,500.00
2	Force Account Work	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 140,000.00		\$ 110,050.00		\$ 115,000.00		\$ 125,500.00

Item	Alternate No. 1	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Alternate #1 - 8-inch Plug Valve Replacement	EA	4	\$ 3,750.00	\$ 15,000.00	\$ 3,267.50	\$ 13,070.00	\$ 4,400.00	\$ 17,600.00	\$ 12,000.00	\$ 48,000.00

Item	Alternate No. 2	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Alternate #2 - Base Elbow Mount Plate Detail	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 9,250.00	\$ 18,500.00	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00

TOTAL BID				\$	169,000.00	\$	141,620.00	\$	143,600.00	\$	183,500.00
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City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: John Olivarri, Mayor
Presenter: John Olivarri, Mayor
Date Submitted: March 25, 2021

Agenda Item:

Resolution 2021-02- A resolution of the City of Osage Beach, Missouri, support for the Lake of the Ozarks Trails Initiative.

Requested Action:

Resolution #2021-02

Ordinance Referenced for Action:

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

Deadline for Action:

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

RESOLUTION 2021-02

A RESOLUTION OF THE CITY OF OSAGE BEACH, MISSOURI OF SUPPORT FOR THE LAKE OF THE OZARKS TRAILS INITIATIVE.

WHEREAS, the Osage Beach Board of Alderman consider cycling and pedestrian transportation to be an importance factor within the City with regard to recreation and transportation opportunities as well as the possibilities of economic and community development; and

WHEREAS, the Lake Trail Committee was created in 2020 by the Community Foundation to advocate for the creation of Lake of the Ozarks Multi-Surface Trails; and

WHEREAS, this Community Foundation initiative seeks to develop multi-surface destination trails throughout the City of Osage Beach and the Lake of the Ozarks Area; and

WHEREAS, with the belief the initiative has the best interest of our Lake Area citizens in mind attempting to improve quality of life, increase property values, showcase the beauty of the Lake of the Ozarks and spur economic growth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach hereby endorse the Lake of the Ozarks Trail Initiative and encourages the Missouri Department of Natural Resources, Division of State Parks to consider how the Lake of the Ozarks Trail Initiative will enhance existing and future park amenities and can be incorporated in future State Park planning.

I hereby certify that the above Resolution 2021-21 was duly passed on April 1, 2021, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Tyler Becker, Alderman
Presenter: Jeana Woods, City Administrator
Date Submitted: March 19, 2021

Agenda Item:
Discussion - Economic Development and Market Data

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
None

Budgeted Item:
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
This discussion item was requested by Alderman Becker.

In recent emails I have outlined the following summary to much of the data you will find enclosed.

On average we see nearly 223,000 visitors (excluded identifiable second homeowners) annually in Osage Beach - Top locations of origin- St. Louis 22.0%, Kansas City MO/KS metro 9.5%, Jefferson City 5.6%, Springfield, MO 4.3%, Columbia, MO 3.4%

On average we see nearly 18,000 visitors annually identified as second homeowners based on length of stay - Top locations of origins: St. Louis 21.4%, Kansas City MO/KS metro 5.9%, Chicago/Naperville/Elgin 4.0%, Cape Coral/Fort Myers, FL 2.1%, Jefferson City, MO 1.9%

25-Minute Drive-Time overview of Osage Beach:

Population – 34,693, Workplace Population – 16,315; projected population growth in population – 5.7%

Households – 14,627, Average Household Income \$70,806; Projected growth 2023 in households – 6.9%

Top Household Segments –

J36 – Settled and Sensible – (age 51-65) Humble living, Stable lifestyle, Limited financial savings, Modest spending, Retired, limited internet activity

Q64 – Town Elders – (age 76+) Avid TV watchers, Rural lifestyle, Seniors, Home-center activities, Conservative values, Cautious money managers

S68 – Small Town Shallow Pockets – (age 51-65) Modest spenders, Rural towns, Single empty-nesters, Modest educations, Frozen food fans, Basic Cell Phones

O51 – Digital Dependents – (age 25-30) Ambitious, Video gamers, Eager to spend, Music lovers, Digitally savvy

The following lists the descriptions of the Top Segments that from each of profile listed, Top Segments for each profile (alphabetical order);

Osage Beach Visitor Top 5 Segments:

E21 – Unspoiled Splendor – (age 51-65) Price-conscious, Politically Conservative, Do-it-Yourselfers, Racing fanatics, outdoor enthusiasts, Domestic travelers,

I30 – Stockcars and State Parks – (age 51-65) Country Living, Outdoors activities, Blue-collar jobs, Non-environmental, Conservative views, Motor sports fans,

J35 – Rural Escape – (age 76+) County living, Modest educations, Risk averse, outdoor activities, Traditional media, Satellite TV,

L41 – Booming and Consuming – (age 51-65) Rural lifestyles, Diversified investments, Balanced shoppers, Home and garden enthusiasts, Disposable income, Trendsetters,

O51 – Digital Dependents – (age 25-30) Ambitious, Video gamers, Eager to spend, Music lovers, Digitally savvy,

Tri-County Visitor Top 5 Segments:

C11 – Aging of Aquarius – (age 51-65) Affluent, Highly Educated, Upscale Housing, Nearing retirement, Philanthropic, Savvy investor,
E21 – Unspoiled Splendor – (age 51-65) Price-conscious, Politically Conservative, Do-it-Yourselfers, Racing fanatics, outdoor enthusiasts, Domestic travelers,
I30 – Stockcars and State Parks – (age 51-65) Country Living, Outdoors activities, Blue-collar jobs, Non-environmental, Conservative views, Motor sports fans,
J34 – Aging in Place – (age 66-75) Retired, Financially secure, AARP members, Fine arts appreciation, Avid newspaper readers, Republican households,
O51 – Digital Dependents – (age 25-30) Ambitious, Video gamers, Eager to spend, Music lovers, Digitally savvy,

Second Homeowners Top 5 Segments:

A02 – Platinum Prosperity – (age 51-65) High Income, Empty-nesters, Political donors, Master Degrees, Philanthropic, Investment Savvy,
E21 – Unspoiled Splendor – (age 51-65) Price-conscious, Politically Conservative, Do-it-Yourselfers, Racing fanatics, outdoor enthusiasts, Domestic travelers,
L41 – Booming and Consuming – (age 51-65) Rural lifestyles, Diversified investments, Balanced shoppers, Home and garden enthusiasts, Disposable income, Trendsetters,
O51 – Digital Dependents – (age 25-30) Ambitious, Video gamers, Eager to spend, Music lovers, Digitally savvy,
Q64 – Town Elders – (age 76+) Avid TV watchers, Rural lifestyle, Seniors, Home-center activities, Conservative values, Cautious money managers,

Residents Top 5 Segments;

J36 – Settled and Sensible – (age 51-65) Humble living, Stable lifestyle, Limited financial savings, Modest spending, Retired, limited internet activity,
L43 – Homemade Happiness – (age 51-65) Humble rural living, Blue-collar and agricultural jobs, Cash not credit, Hunting and fishing, Pragmatic shoppers, Traditional family values,
O51 – Digital Dependents – (age 25-30) Ambitious, Video gamers, Eager to spend, Music lovers, Digitally savvy,
Q64 – Town Elders – (age 76+) Avid TV watchers, Rural lifestyle, Seniors, Home-center activities, Conservative values, Cautious money managers,
S68 – Small Town Shallow Pockets – (age 51-65) Modest spenders, Rural towns, Single empty-nesters, Modest educations, Frozen food fans, Basic Cell Phones,

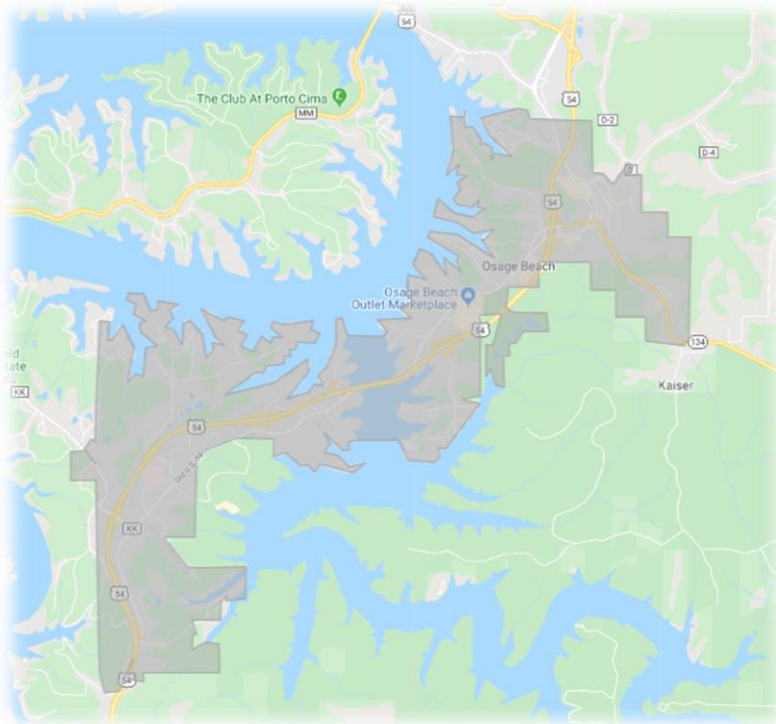
2020 MOBILE ANALYSIS

OSAGE BEACH, MO



DATA SUMMARY

The shaded areas below were used to capture mobile data used in the analysis:



City Limits



Tri-County Area
(Camden, Miller & Morgan)

DATA SUMMARY

Buxton has developed the following analysis to determine the City of Osage Beach visitors, Tri-County visitors and Second Homeowners:

- Capture mobile device IDs to identify residents and visitors' home locations
- Append Mosaic segmentation to create visitor profiles
- Determine the relative volumes of visitors by season
- Identify the top areas that source visitors

Mobile Data

- Buxton utilized **mobile GPS user data** to identify devices that have appeared within the study area
- Date range of mobile GPS data: 08/01/2017 – 11/16/2019
- Multiple visitor pings were analyzed to generate the following profiles
 - **510,058** Osage Beach Visitors
 - **864,119** for Tri-County Visitors
 - **40,783** for Second Homeowners
- Geospatial algorithms were applied to identify high likelihood home locations of the likely Osage Beach visitors
- Insights, including household segmentation, were tied to the home location of the mobile devices
- The count of home locations were identified to generate these visitor profiles
 - **8,952** Osage Beach home locations
 - **167,026** Tri-County home locations
 - **569** Second Homeowner home locations

DATA SUMMARY

Buxton has developed the following analysis to determine the City of Osage Beach visitors, Tri-County visitors and Second Homeowners:

- Capture mobile device IDs to identify residents and visitors' home locations
- Append Mosaic segmentation to create visitor profiles
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Mobile Data

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GPS VISIT DATA

Multiple visitor pings were analyzed to generate the following profiles

864,119

GPS Visits Captured within the Tri-County Area

167,026

Households Identified

510,058

GPS Visits Captured within Osage Beach City Limits

8,952

Households Identified

40,783

GPS Visits Captured from Second Homeowners

569

Households Identified

WHAT DO OUR VISITORS LOOK LIKE?

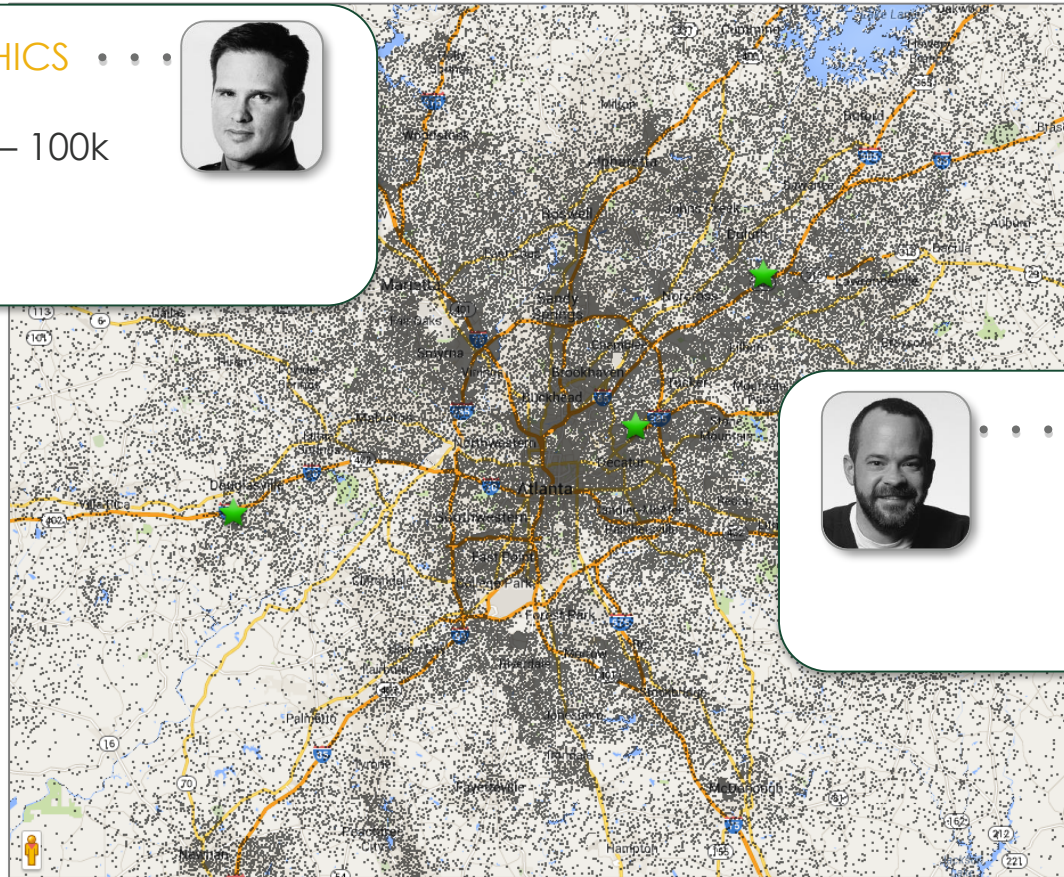
GET BEYOND DEMOGRAPHICS

DEMOGRAPHICS ONLY TELL A PIECE OF THE STORY

- NOT ACTIONABLE
- LIMITED APPLICATION

DEMOGRAPHICS . . .

Age: 35-50
Income: \$75 – 100k
Married



. . . DEMOGRAPHICS
Age: 35-50
Income: \$75 – 100k
Married

UNDERSTAND WHO THE CUSTOMERS ARE

GET BEYOND DEMOGRAPHICS

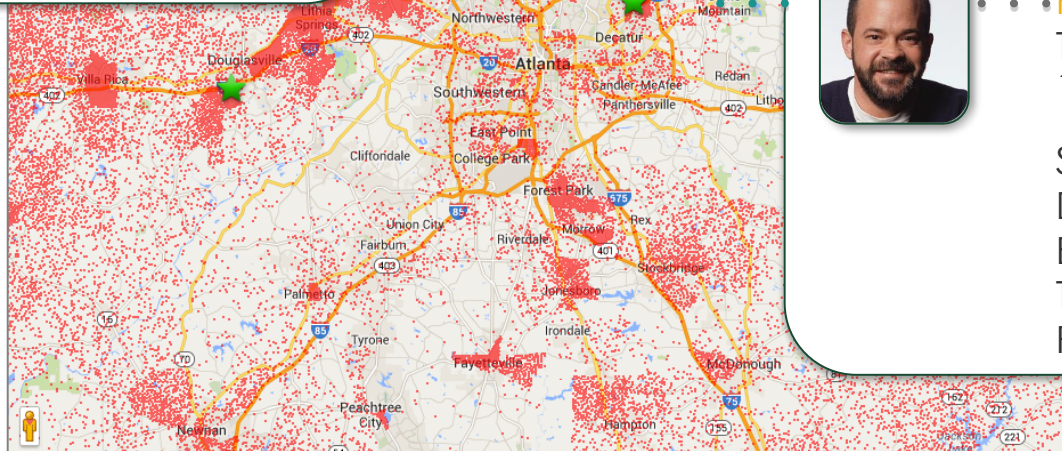
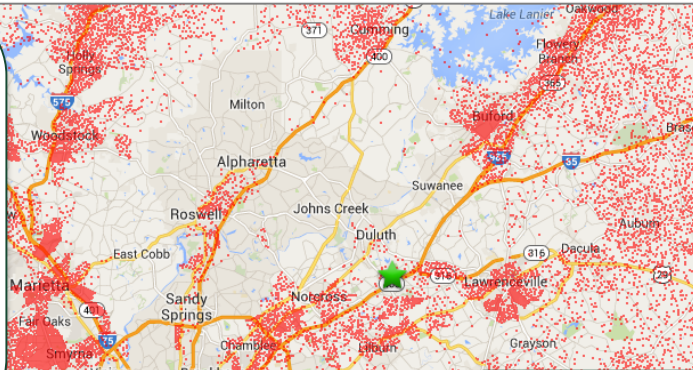
- TALK ABOUT CUSTOMERS
- UNDERSTAND CONSUMER BEHAVIOR
- HOUSEHOLD LEVEL

PSYCHOGRAPHICS

Ben Shaw
1010 Imperial Way



Shops at Sam's Club
Drives GMC
Eats at Chili's
One Child
Netflix Subscriber



PSYCHOGRAPHICS

Tom King
1308 Center St

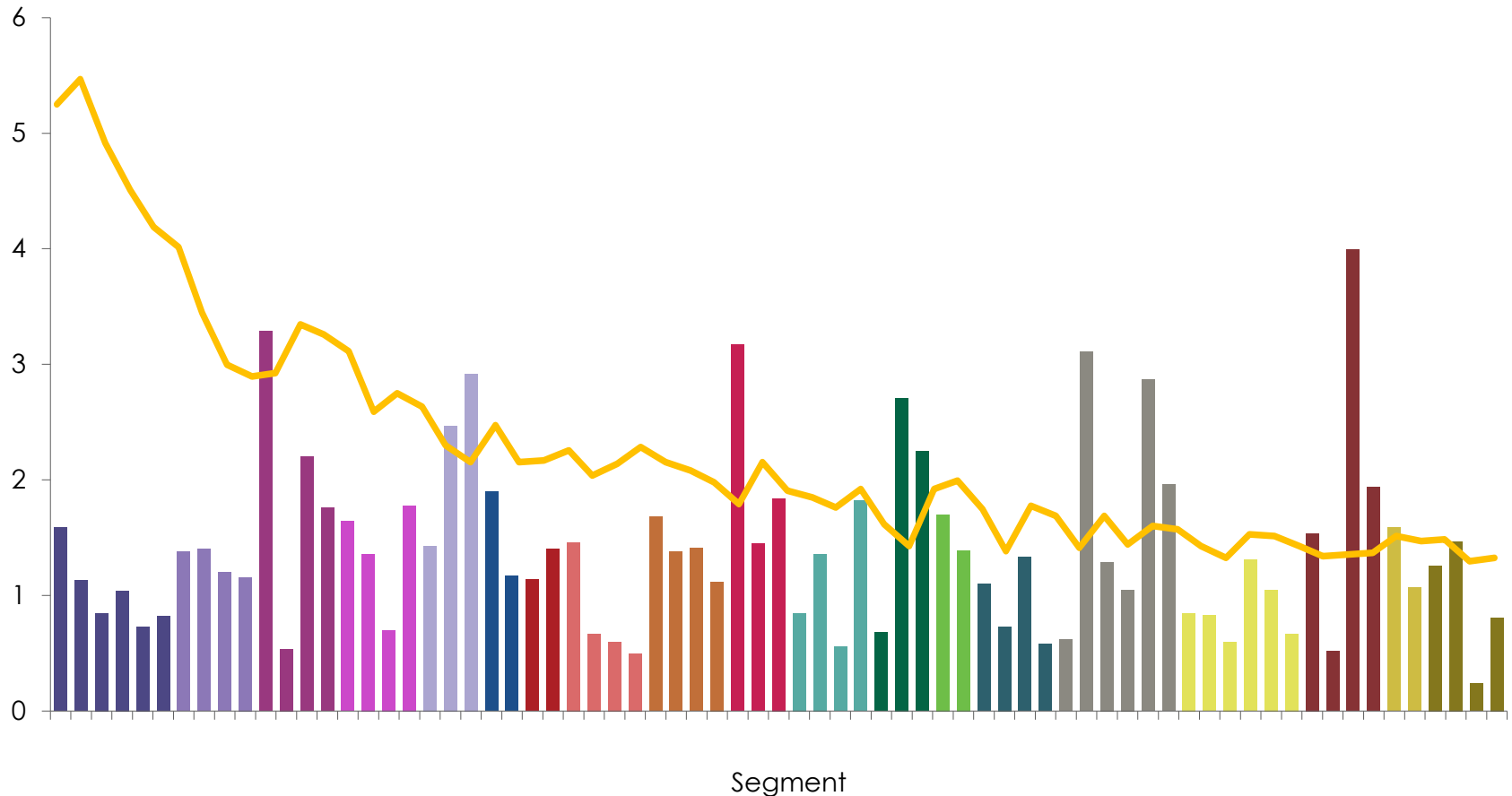


Shops at Costco
Drives Volvo
Eats at P.F. Chang's
Three Children
Prefers Movie Theaters

U.S. SEGMENTATION

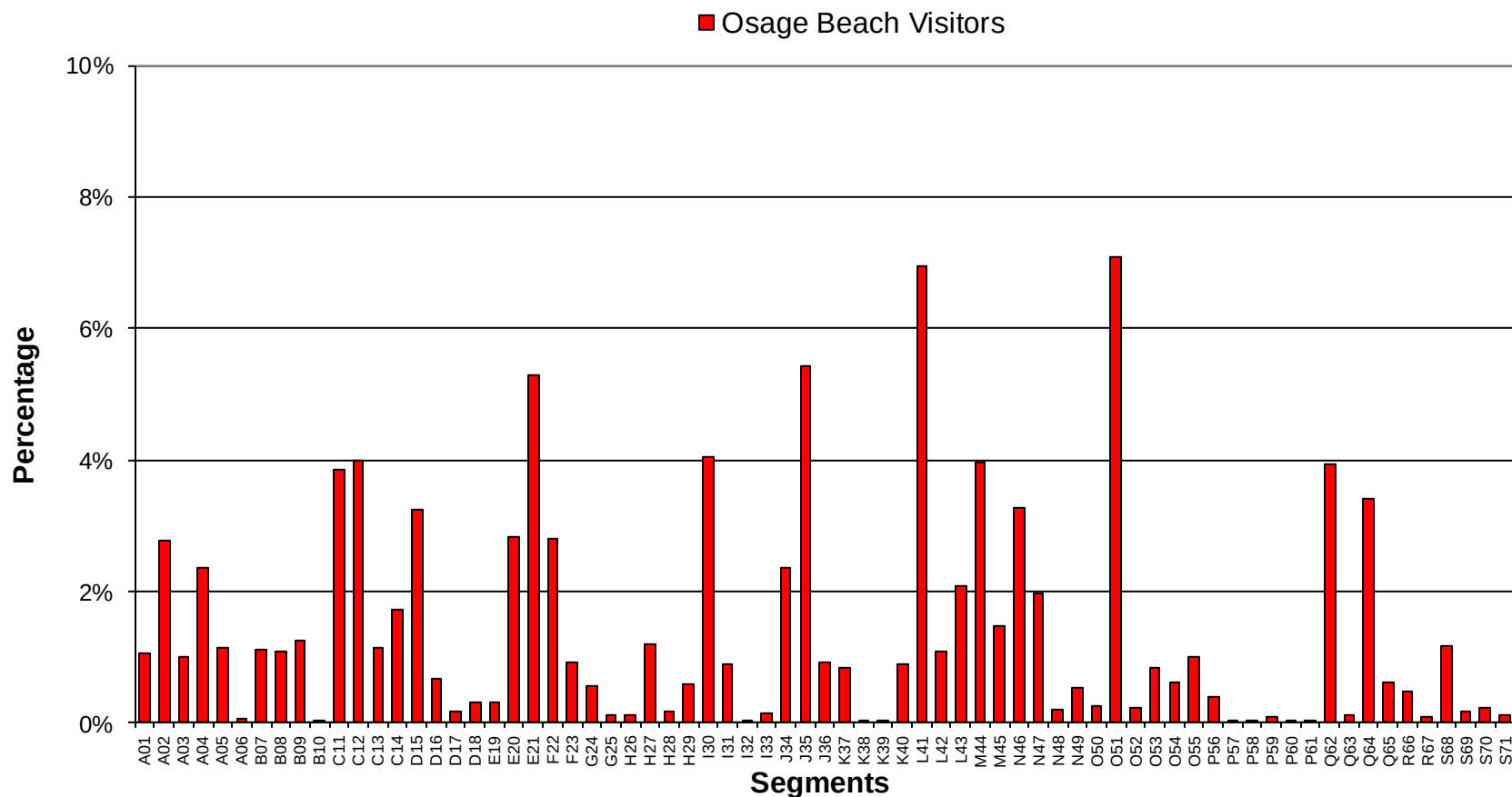
All U.S. households are grouped into types based on demographics and **psychographics**

Percent



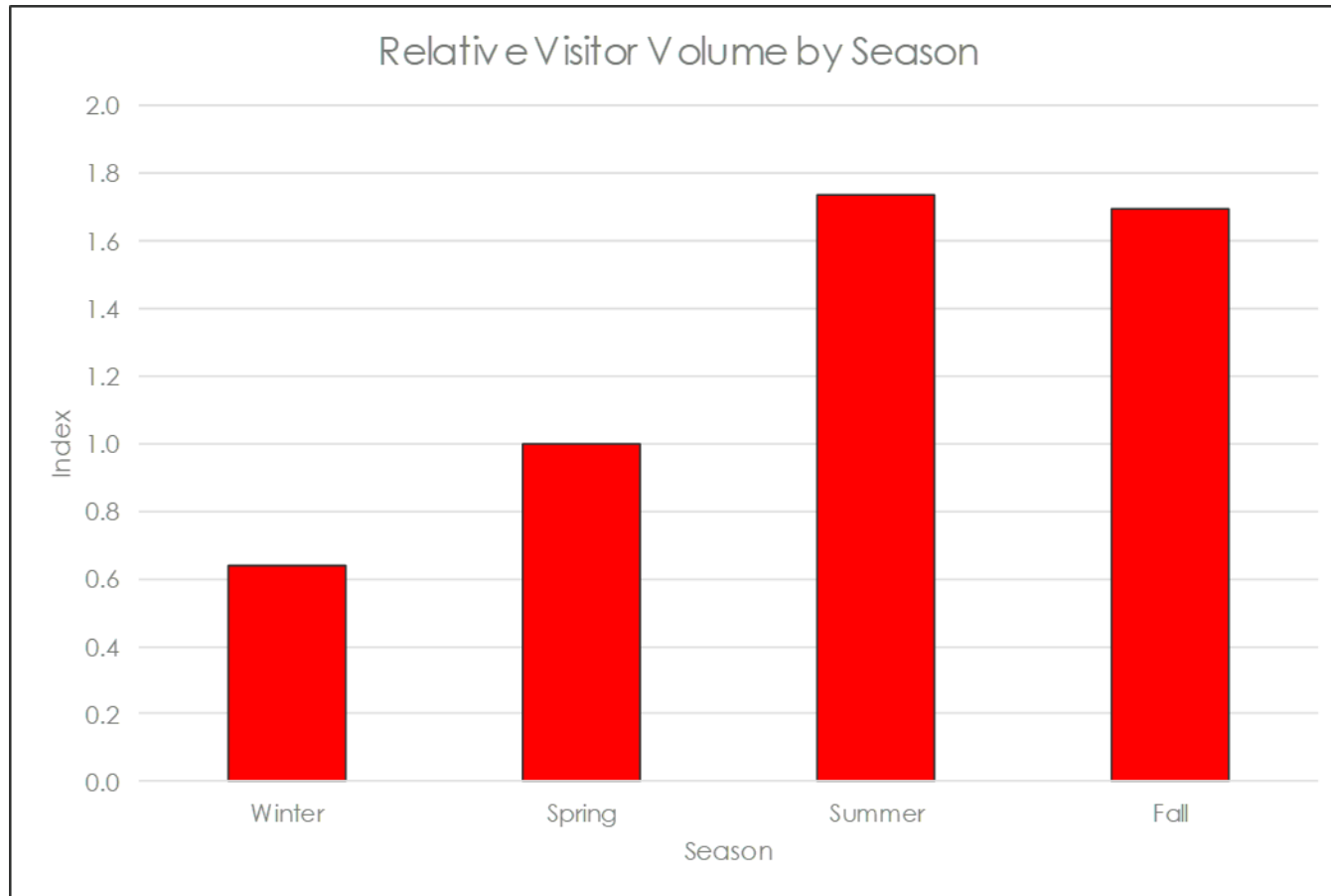
OSAGE BEACH VISITOR PROFILE

The psychographic profile of non-resident households that visited Osage Beach is presented below.



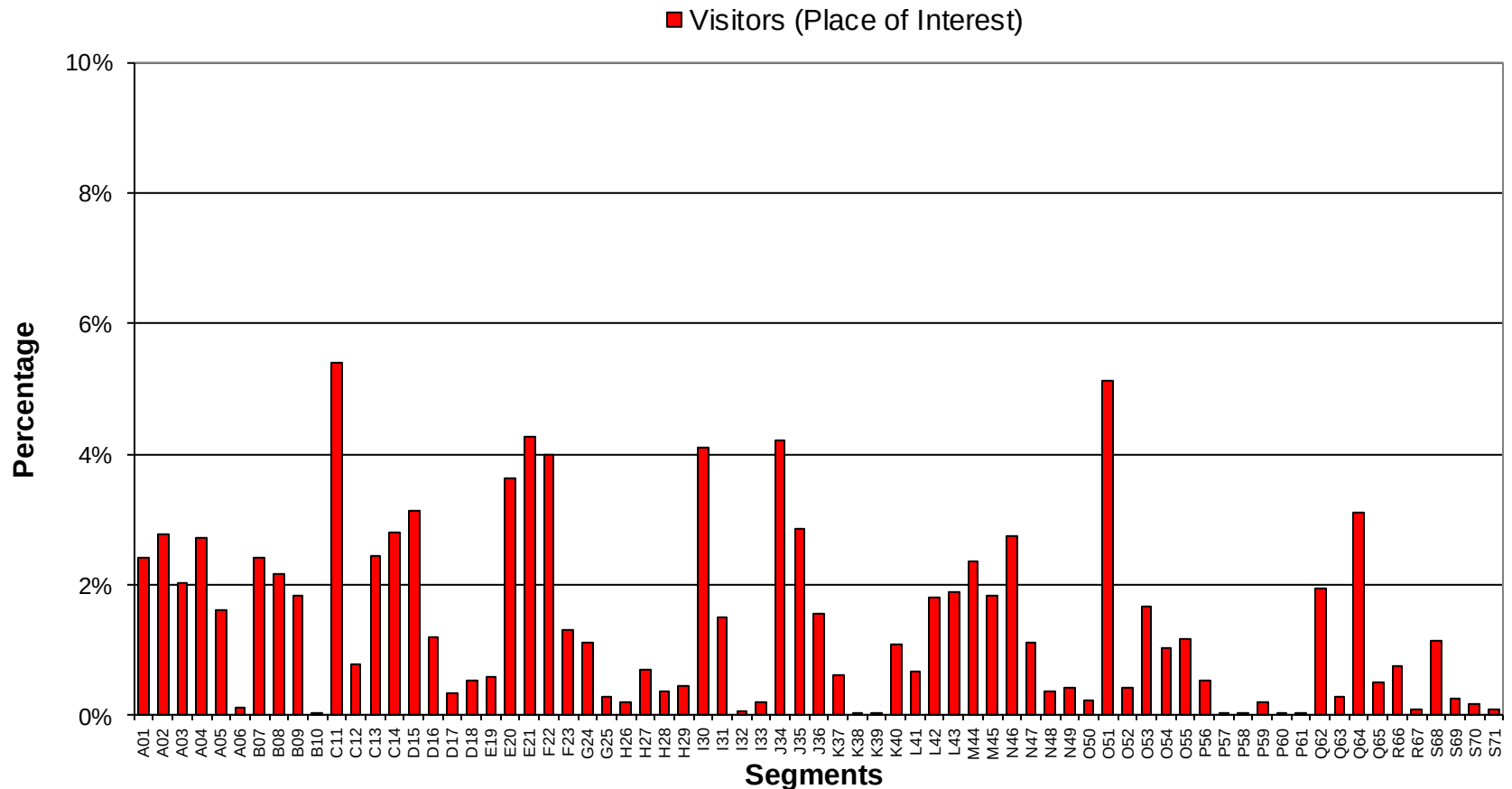
QUARTERLY TREND

Using Spring as a reference, the bar chart illustrates the relative popularity of Osage Beach in the Summer and Fall.



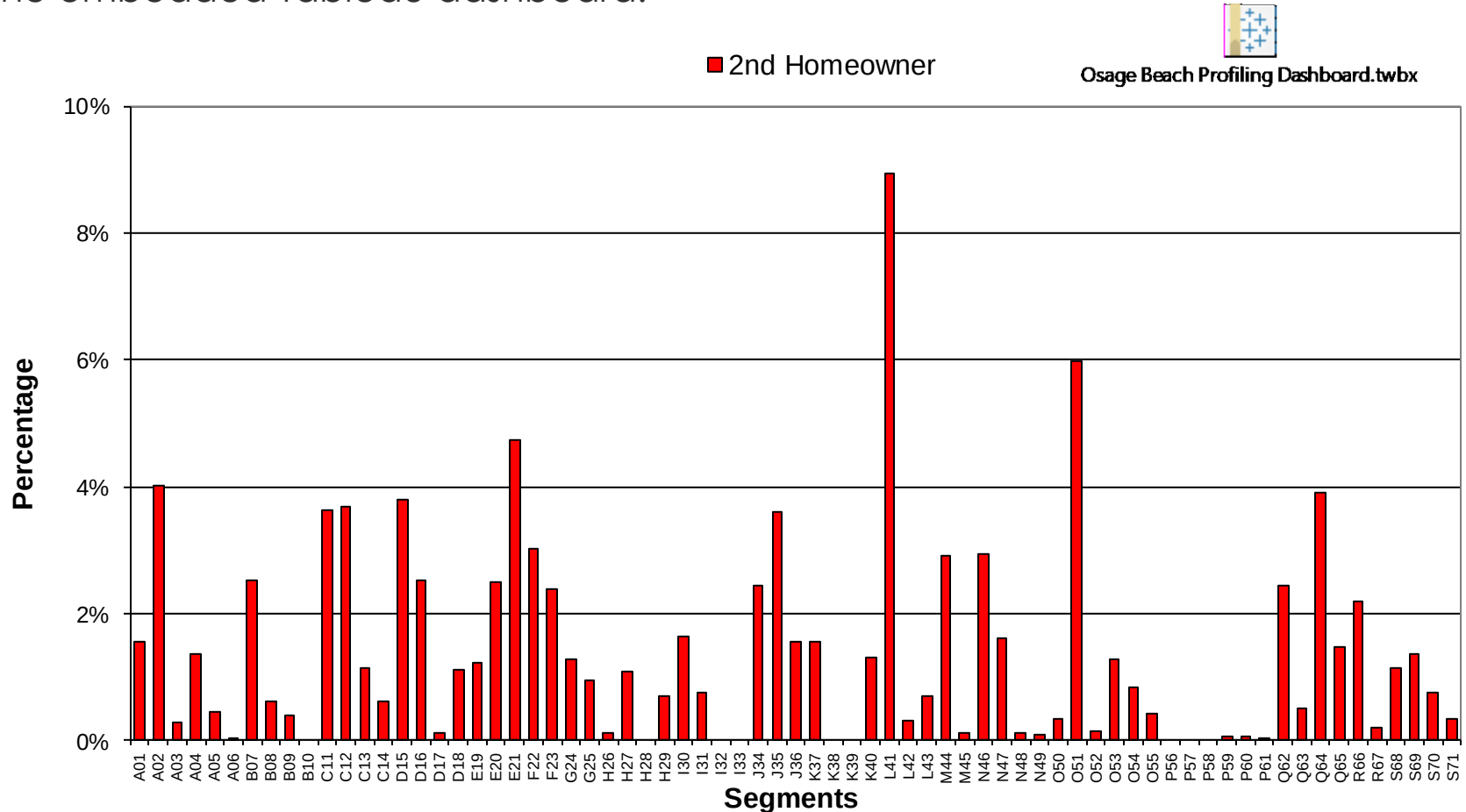
TRI-COUNTY AREA PROFILE

The psychographic profile of the households that visited the tri-county area surrounding Osage Beach is presented below.



SECOND HOMEOWNER PROFILE

The psychographic profile of the households considered the most likely to be second homeowners is presented below. Osage Beach's profiles are contained in the embedded Tableau dashboard.



WHERE DO OUR VISITORS TRAVEL FROM?

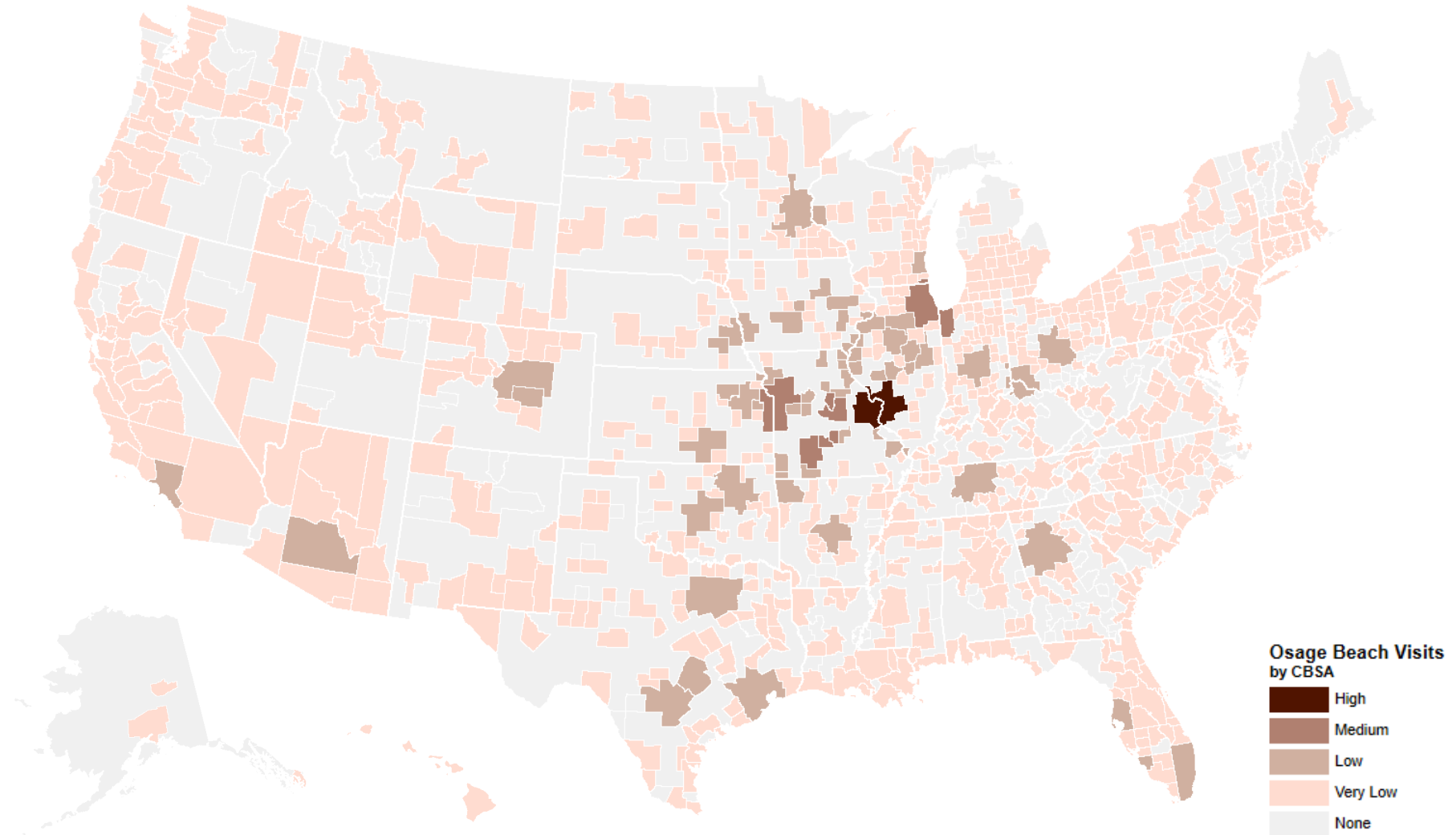


OSAGE BEACH VISITOR CBSA ORIGINS

Based on home origins, percent of visits by geography for top markets:

- St. Louis, MO-IL Metro – 22.03%
- Kansas City, MO-KS Metro – 9.49%
- Jefferson City, MO Metro – 5.62%
- Springfield, MO Metro – 4.43%
- Columbia, MO Metro – 3.40%
- Chicago-Naperville-Elgin, IL-IN-WI Metro – 2.45%
- Fort Leonard Wood, MO Micro – 1.92%
- Lebanon, MO Micro – 1.80%
- Omaha-Council Bluffs, NE-IA Metro – 1.22%
- Des Moines-West Des Moines, IA Metro – 1.07%

OSAGE BEACH VISITOR CBSA ORIGINS

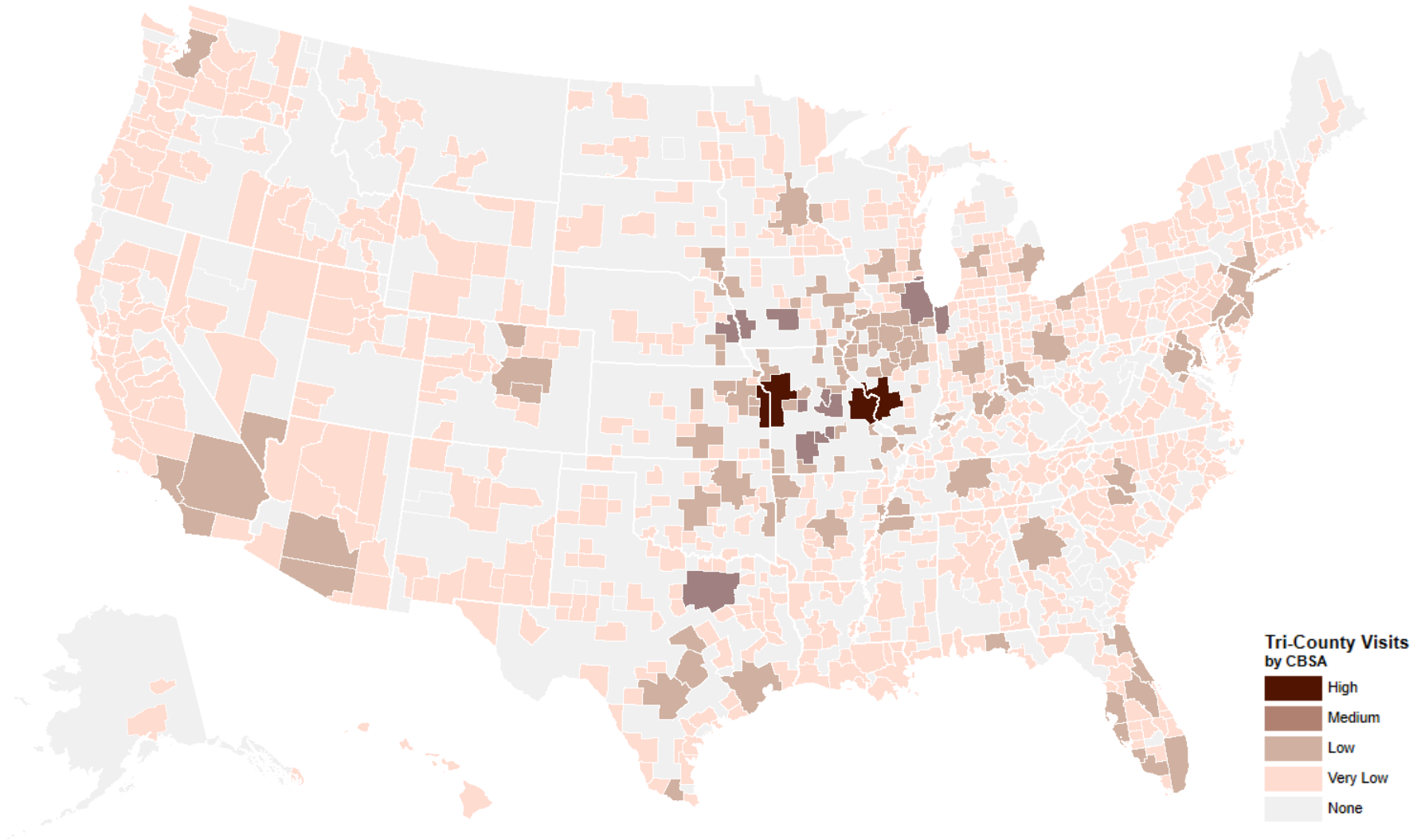


TRI-COUNTY VISITOR CBSA ORIGINS

Based on home origins, percent of visits by geography for top markets:

- St. Louis, MO-IL Metro – 21.89%
- Kansas City, MO-KS Metro – 14.58%
- Jefferson City, MO Metro – 5.67%
- Springfield, MO Metro – 5.42%
- Columbia, MO Metro – 3.51%
- Chicago-Naperville-Elgin, IL-IN-WI Metro – 2.55%
- Fort Leonard Wood, MO Micro – 1.58%
- Lebanon, MO Micro – 1.48%
- Omaha-Council Bluffs, NE-IA Metro – 1.35%
- Des Moines-West Des Moines, IA Metro – 1.17%

TRI-COUNTY VISITOR CBSA ORIGINS

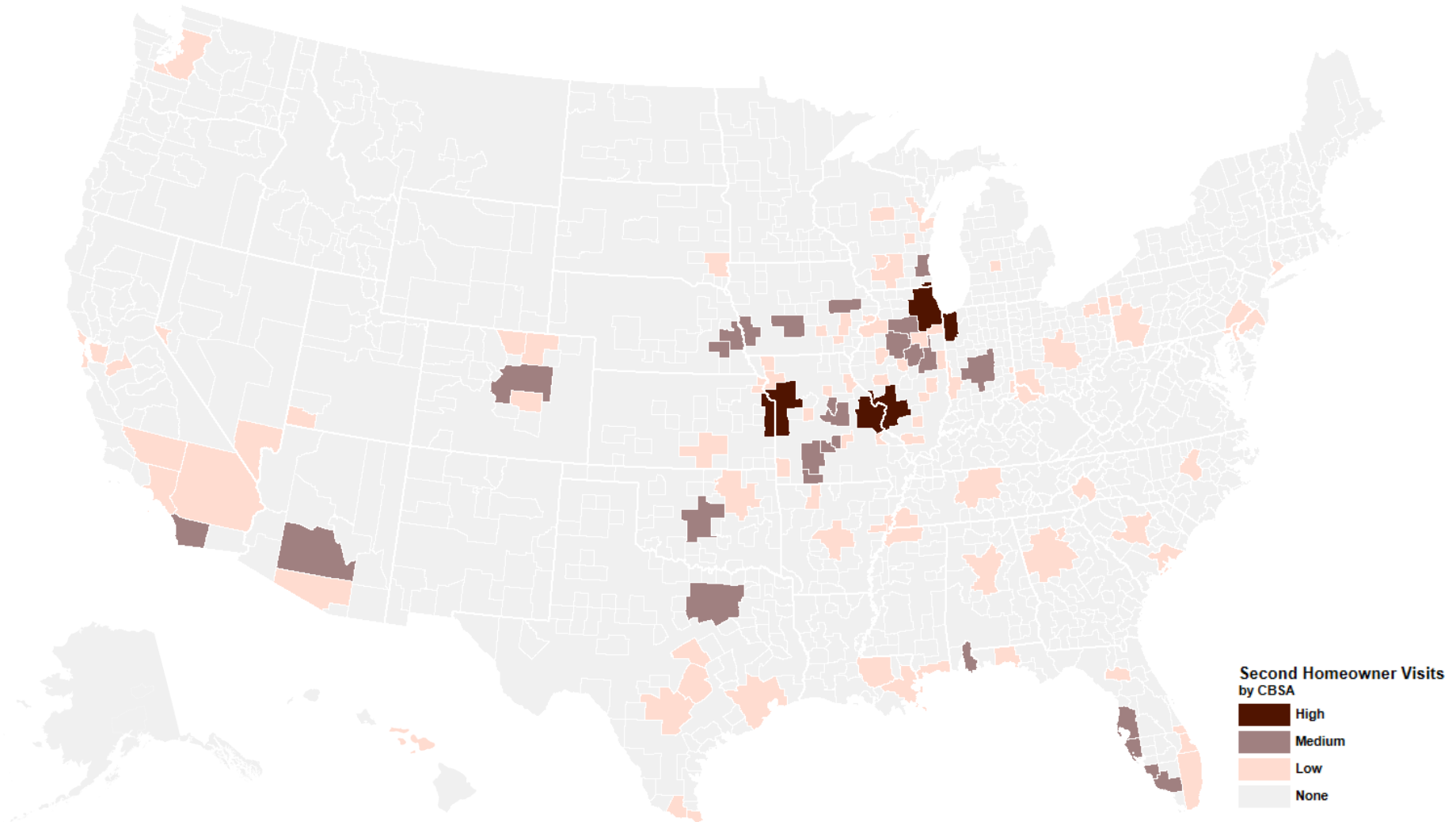


SECOND HOMEOWNERS CBSA ORIGINS

Based on home origins, percent of visits by geography for top markets:

- St. Louis, MO-IL Metro – 21.44%
- Kansas City, MO-KS Metro – 5.98%
- Chicago-Naperville-Elgin, IL-IN-WI Metro – 4.04%
- Cape Coral-Fort Myers, FL Metro – 2.11%
- Jefferson City, MO Metro – 1.93%
- Omaha-Council Bluffs, NE-IA Metro - 1.76%
- Peoria, IL Metro – 1.58%
- Columbia, MO Metro – 1.23%
- Cedar Rapids, IA Metro – 1.05%
- Dallas-Fort Worth-Arlington, TX Metro – 1.05%

SECOND HOMEOWNERS CBSA ORIGINS



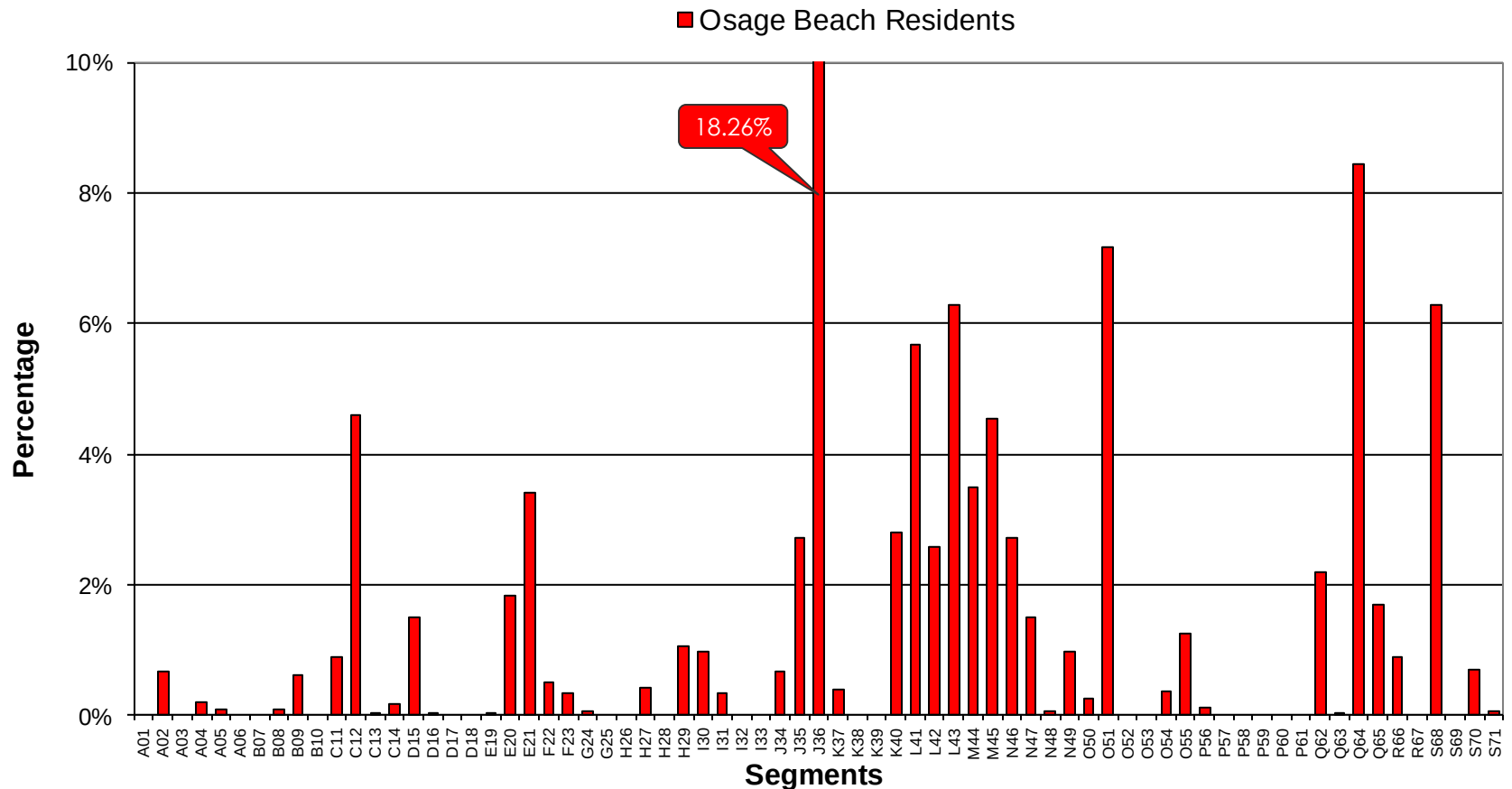
Buxton®

APPENDIX

PROFILES

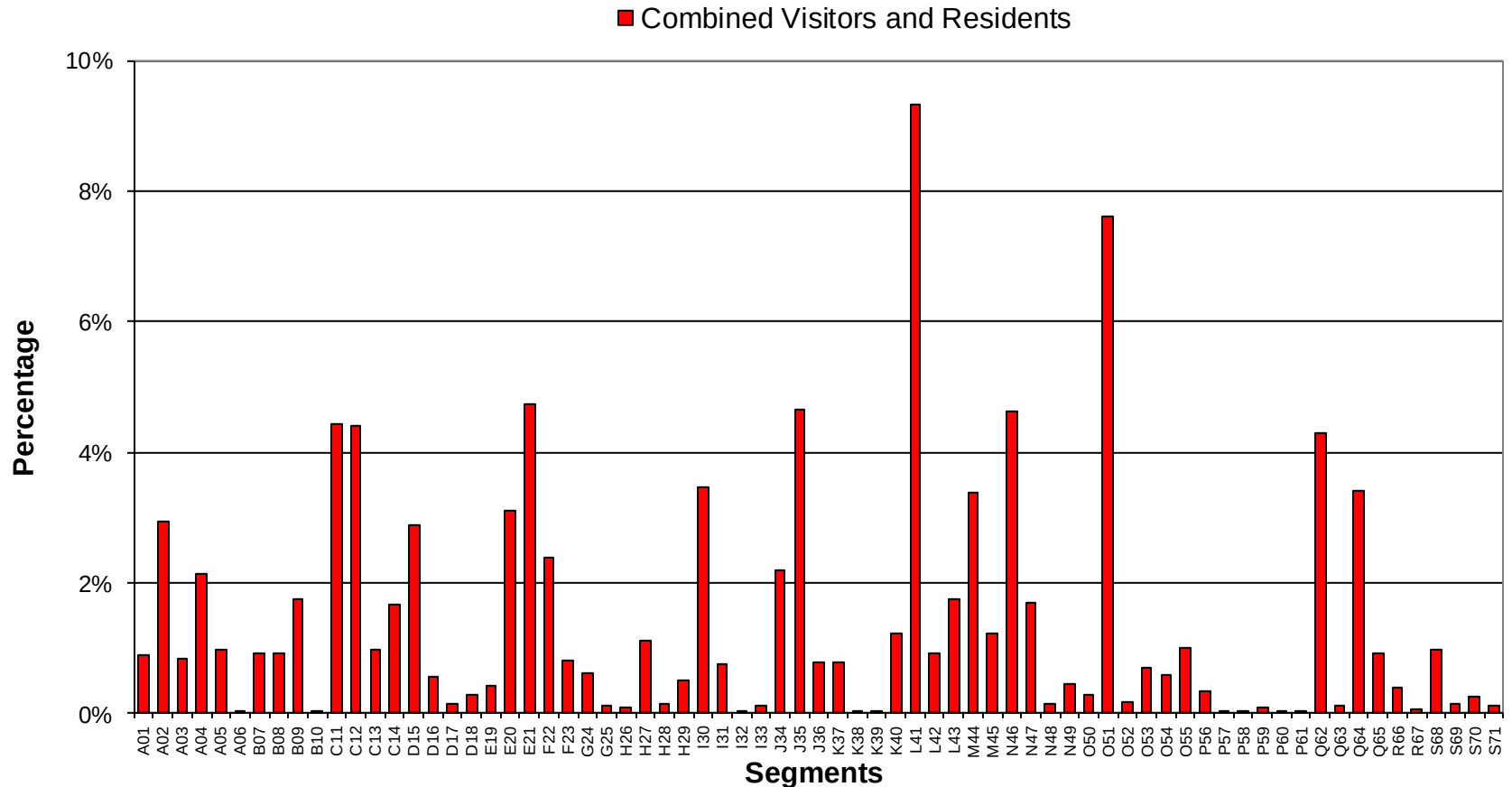
RESIDENT PROFILE

The psychographic profile of the households within a 20-minute drive-time of the site is presented below.



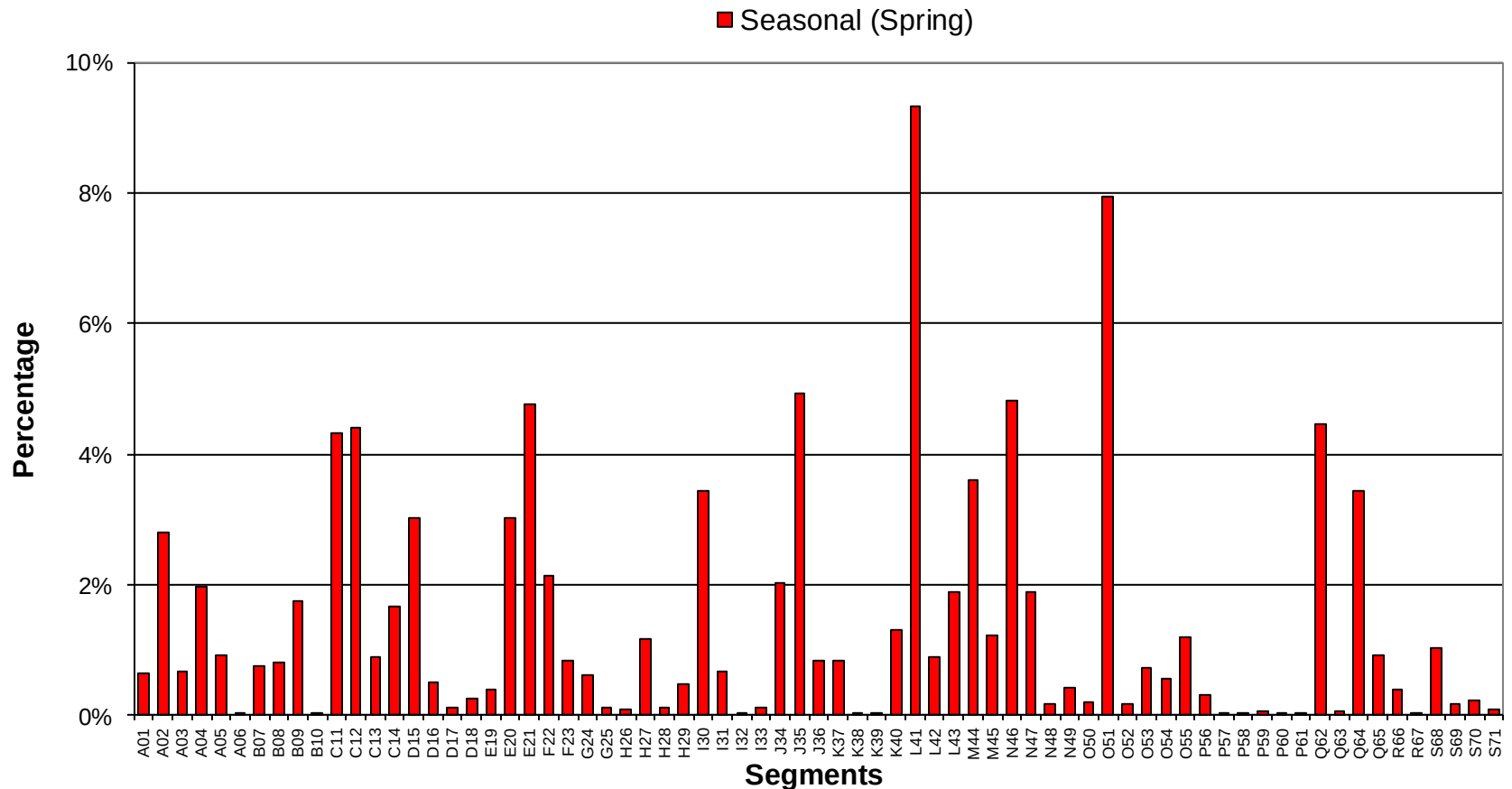
COMBINED VISITOR & CONSUMER PROFILE

The combined psychographic profile of resident and non-resident households is presented below.



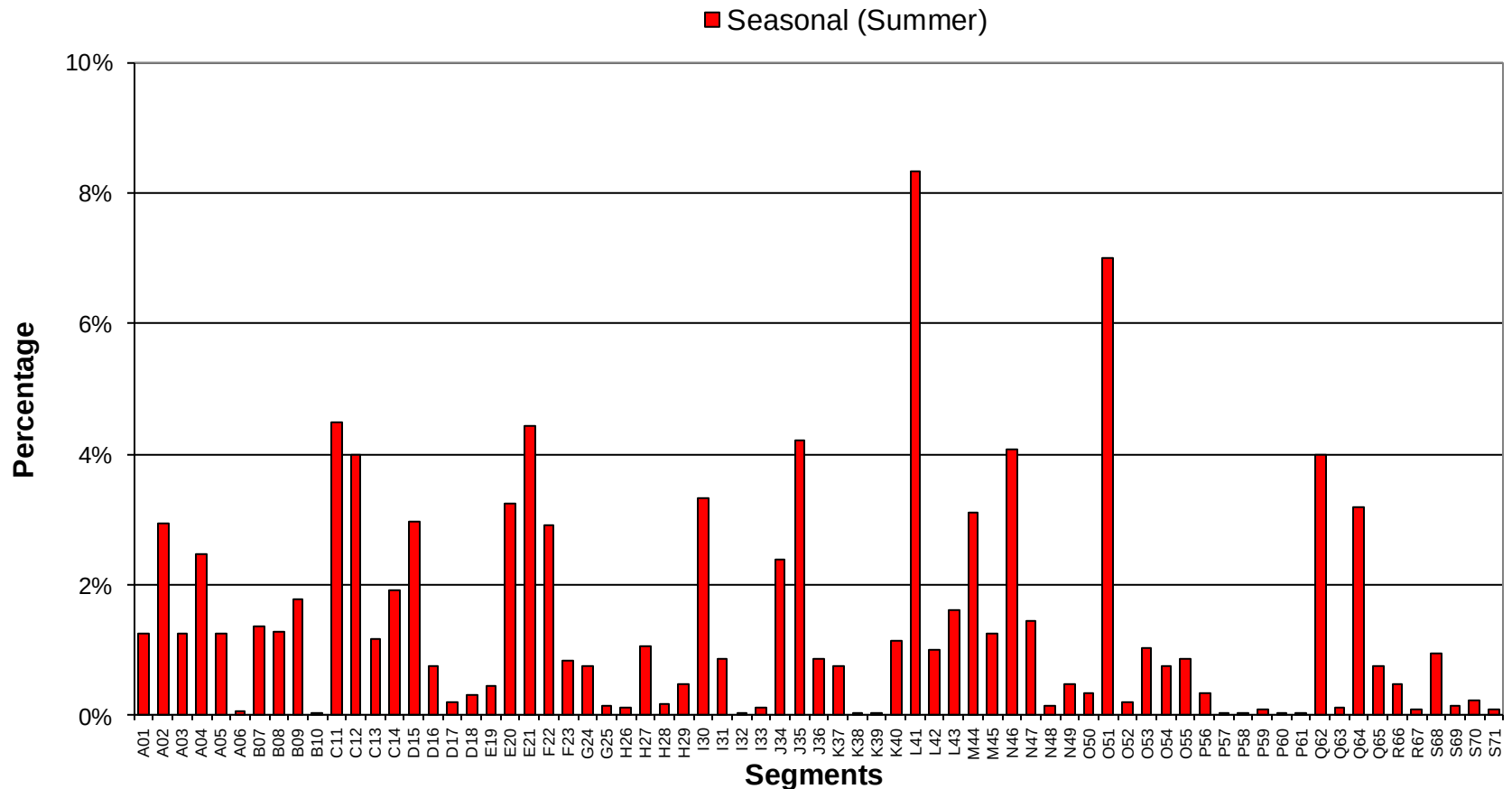
SPRING PROFILE

The psychographic profile of the non-resident households that visited Osage Beach in the Spring is presented below.



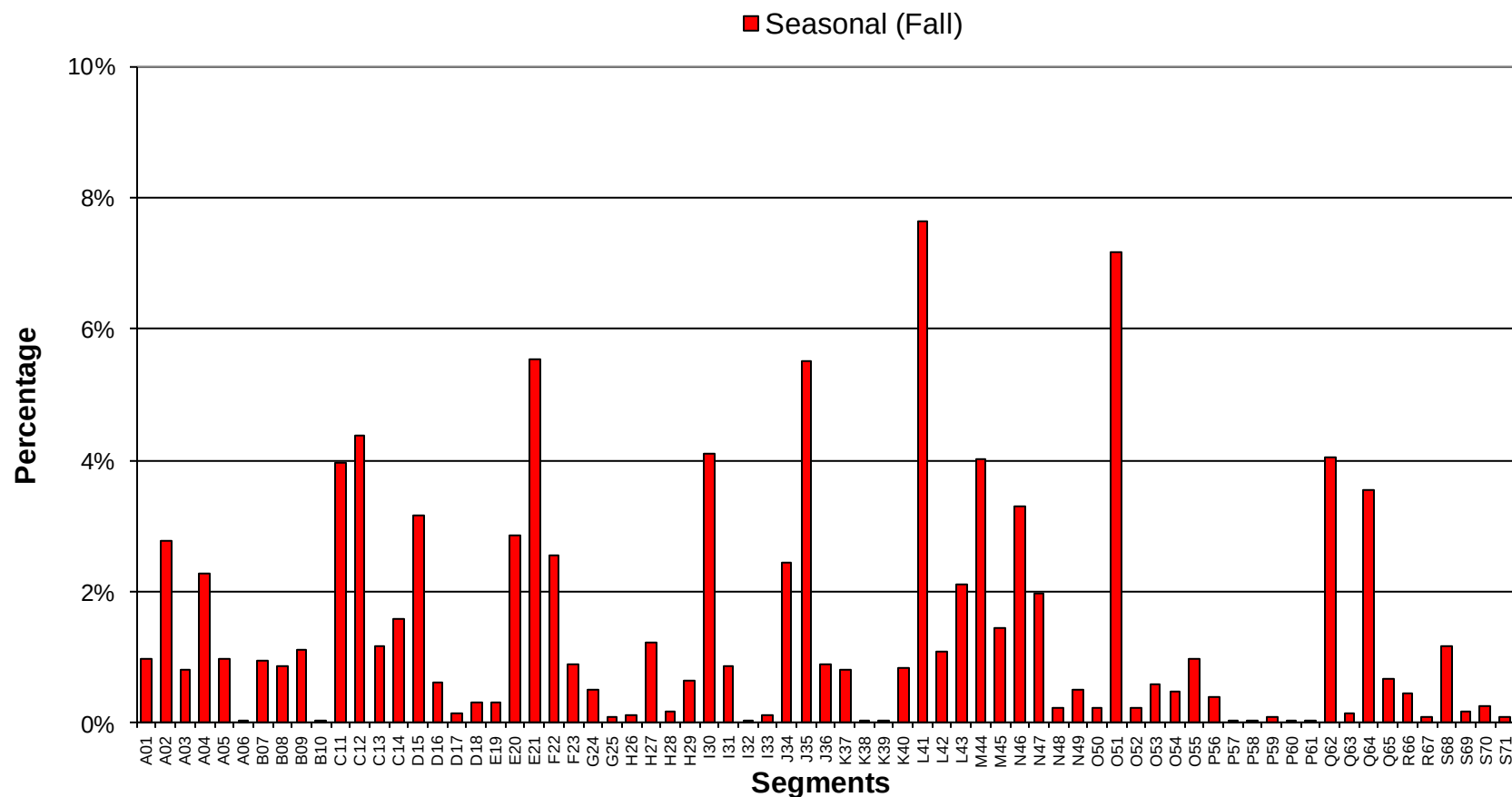
SUMMER PROFILE

The psychographic profile of the non-resident households that visited Osage Beach in the Summer is presented below.



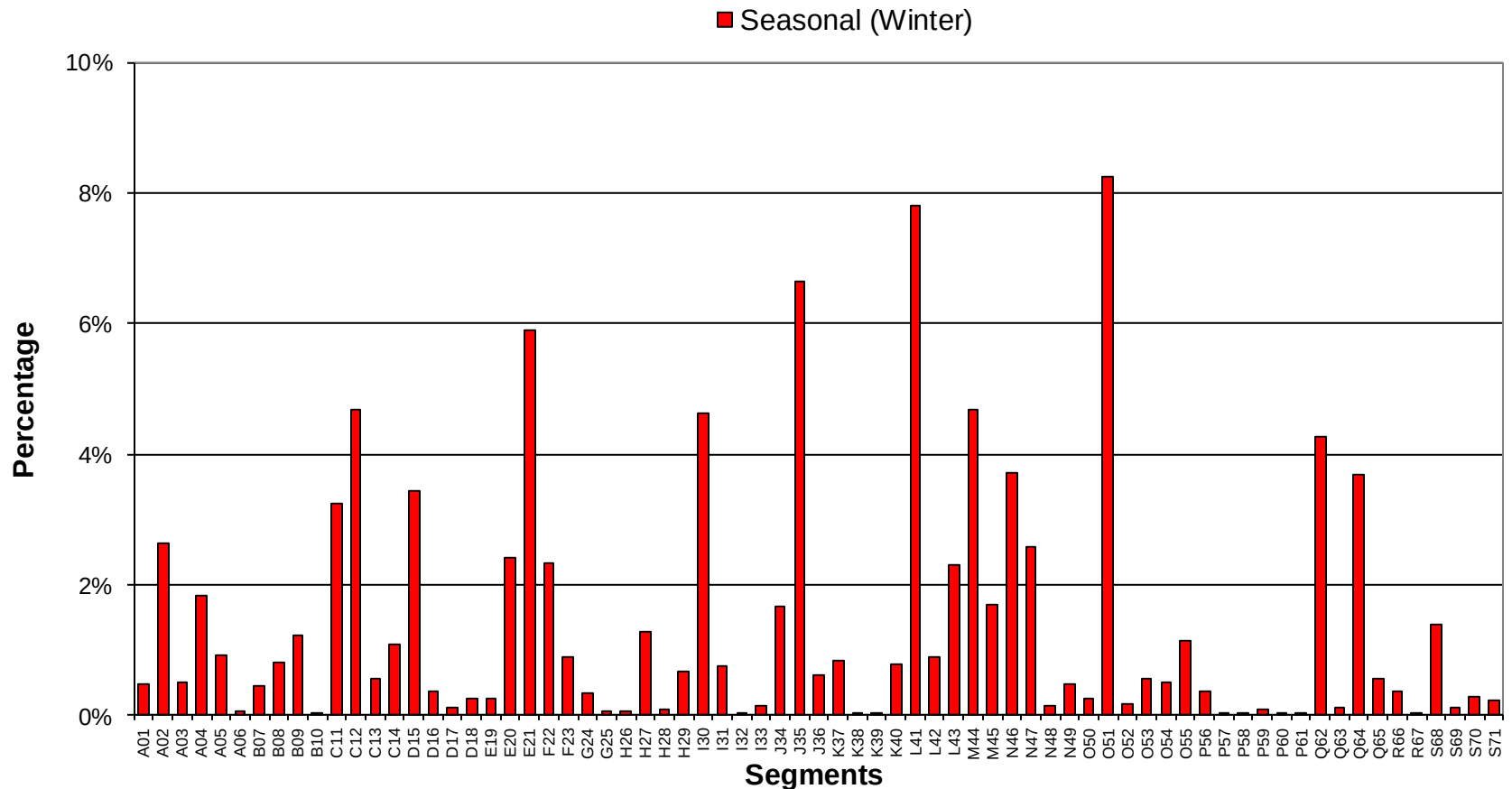
FALL PROFILE

The psychographic profile of the non-resident households that visited Osage Beach in the Fall is presented below.



WINTER PROFILE

The psychographic profile of the non-resident households that visited Osage Beach in the winter is presented below.





BUXTON & OSAGE BEACH PARTNERSHIP

ROADMAP TO RETAIL

Diana Dirks

ddirks@buxtonco.com
817.332.3681

CURRENT ENGAGEMENT: RETAIL RECRUITMENT



RESULTS

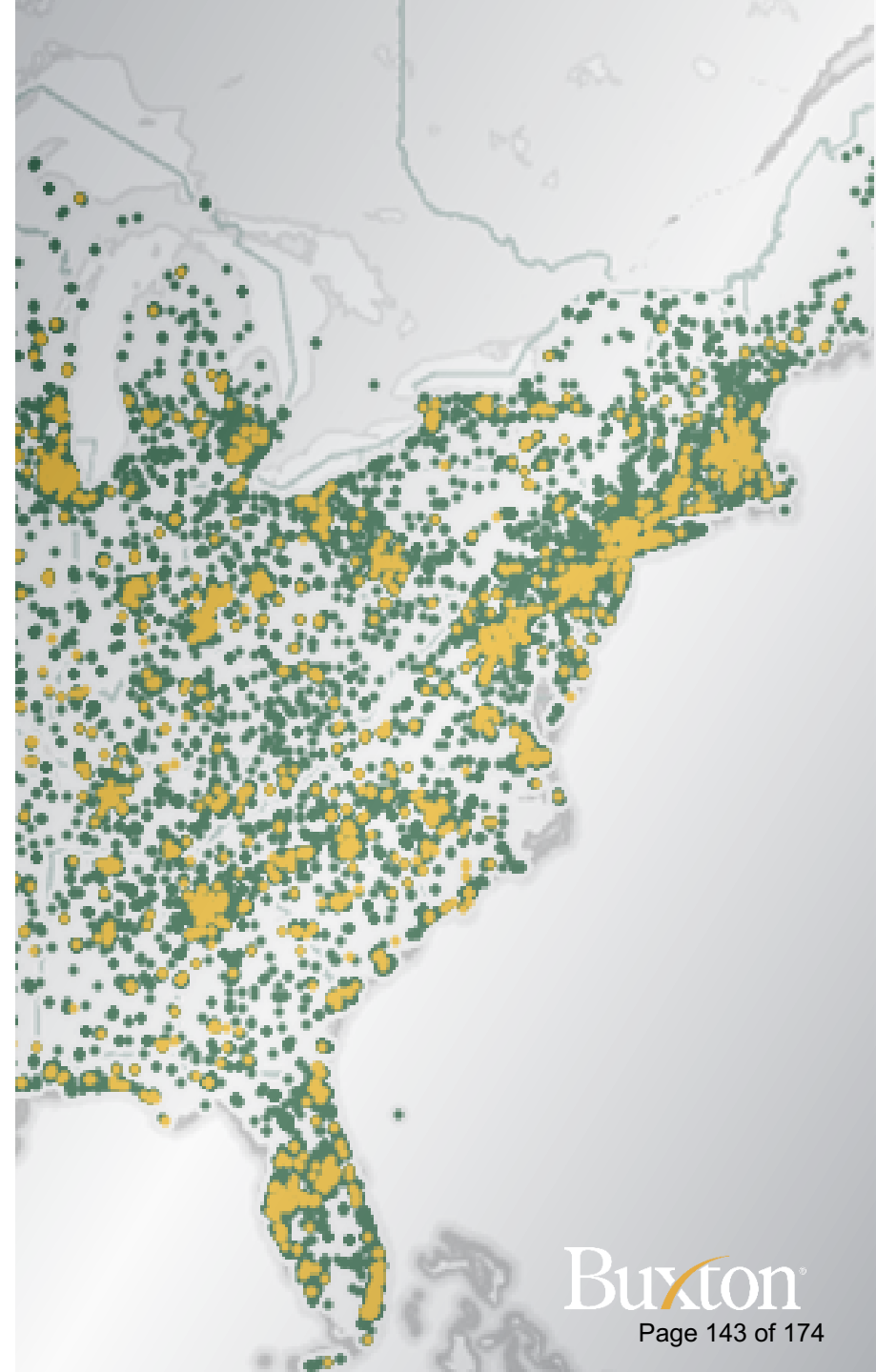
RETAIL INDUSTRY INFLUENCE

80,000

SITES EVALUATED IN
THE LAST 12 MONTHS

7,500

STORES OPENED IN
THE LAST 12 MONTHS



RESULTS

PUBLIC SECTOR INFLUENCE

850+ CLIENTS



45+ MILLION

SQUARE FEET OF RETAIL RECRUITED

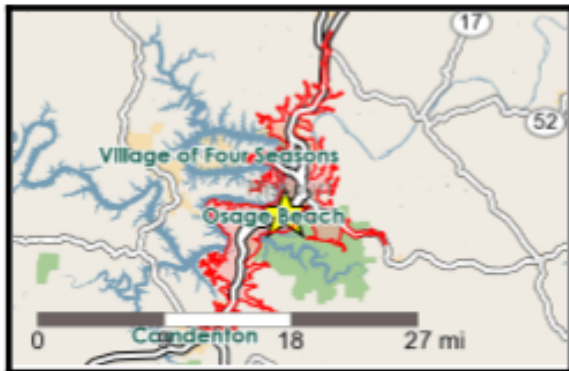


PARTNERSHIP TO DATE

THINK LIKE A RETAILER

RETAIL TRADE AREA SNAPSHOT

15-Minute Drive-Time Overview

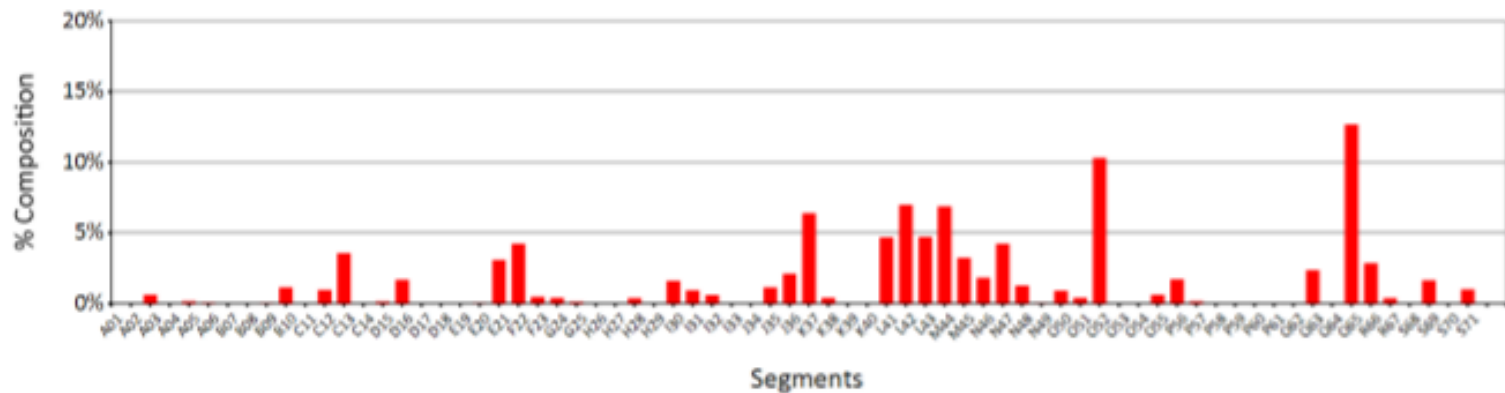


Demographic Highlights

Population (Pop): 9,718	Pop Growth ('00 - '10): 15.6%
Workplace Pop: 6,304	Proj Growth ('18 - '23): 6.0%
Households (HH): 4,487	HH Growth ('00 - '10): 18.9%
Avg HH Income: \$79,429	Proj Growth ('18 - '23): 7.5%

Top Household Segments

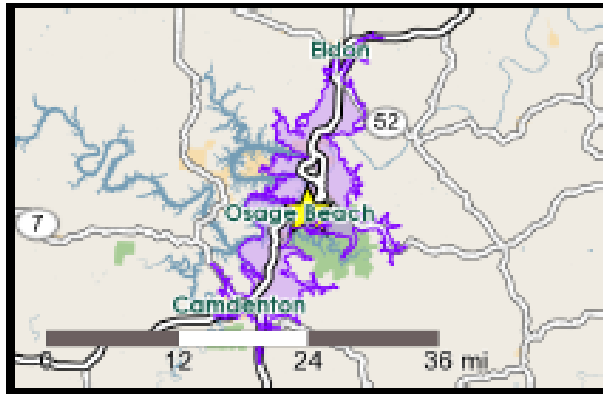
Q64: Town Elders O51: Digital Dependents L41: Booming and Consuming



THINK LIKE A RETAILER

RETAIL TRADE AREA SNAPSHOT

20-Minute Drive-Time Overview



Demographic Highlights

Population (Pop): 20,890

Workplace Pop: 10,712

Households (HH): 8,950

Avg HH Income: \$74,425

Pop Growth ('00 - '10): 16.5%

Proj Growth ('18 - '23): 6.2%

HH Growth ('00 - '10): 18.8%

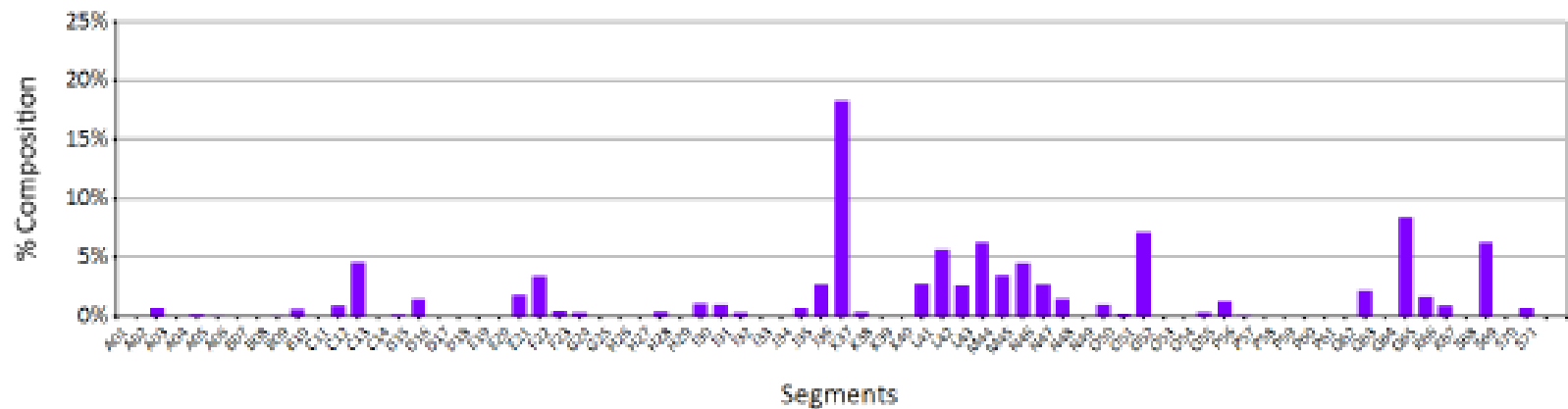
Proj Growth ('18 - '23): 7.5%

Top Household Segments

J36: Settled and Sensible

Q64: Town Elders

O51: Digital Dependents



THINK LIKE A RETAILER

RETAIL TRADE AREA SNAPSHOT

25-Minute Drive-Time Overview



Demographic Highlights

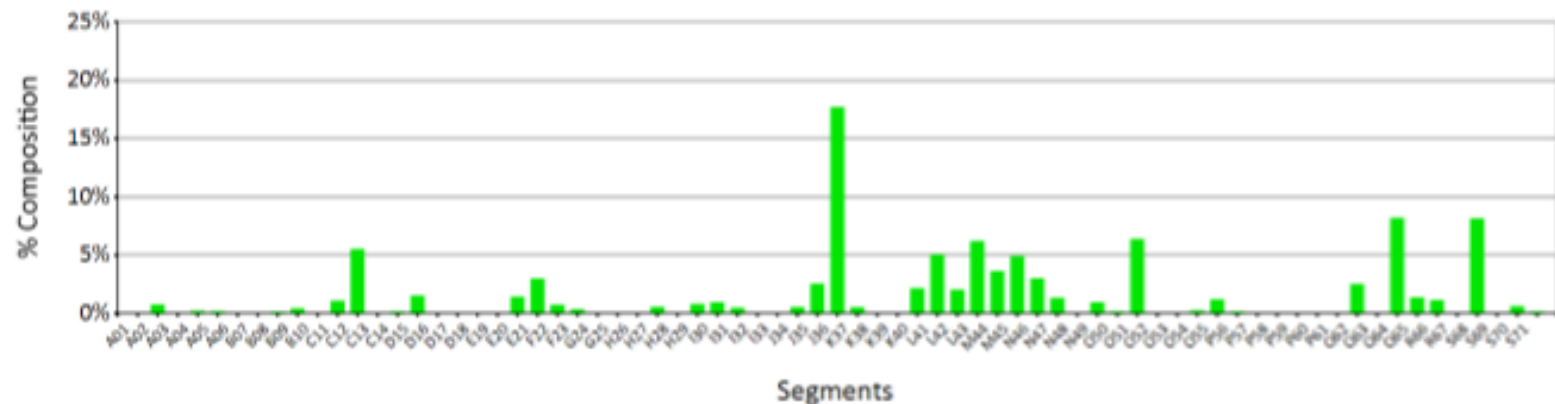
Population (Pop):	34,693	Pop Growth ('00 - '10):	14.7%
Workplace Pop:	16,315	Proj Growth ('18 - '23):	5.7%
Households (HH):	14,627	HH Growth ('00 - '10):	16.1%
Avg HH Income:	\$70,806	Proj Growth ('18 - '23):	6.9%

Top Household Segments

J36: Settled and Sensible

Q64: Town Elders

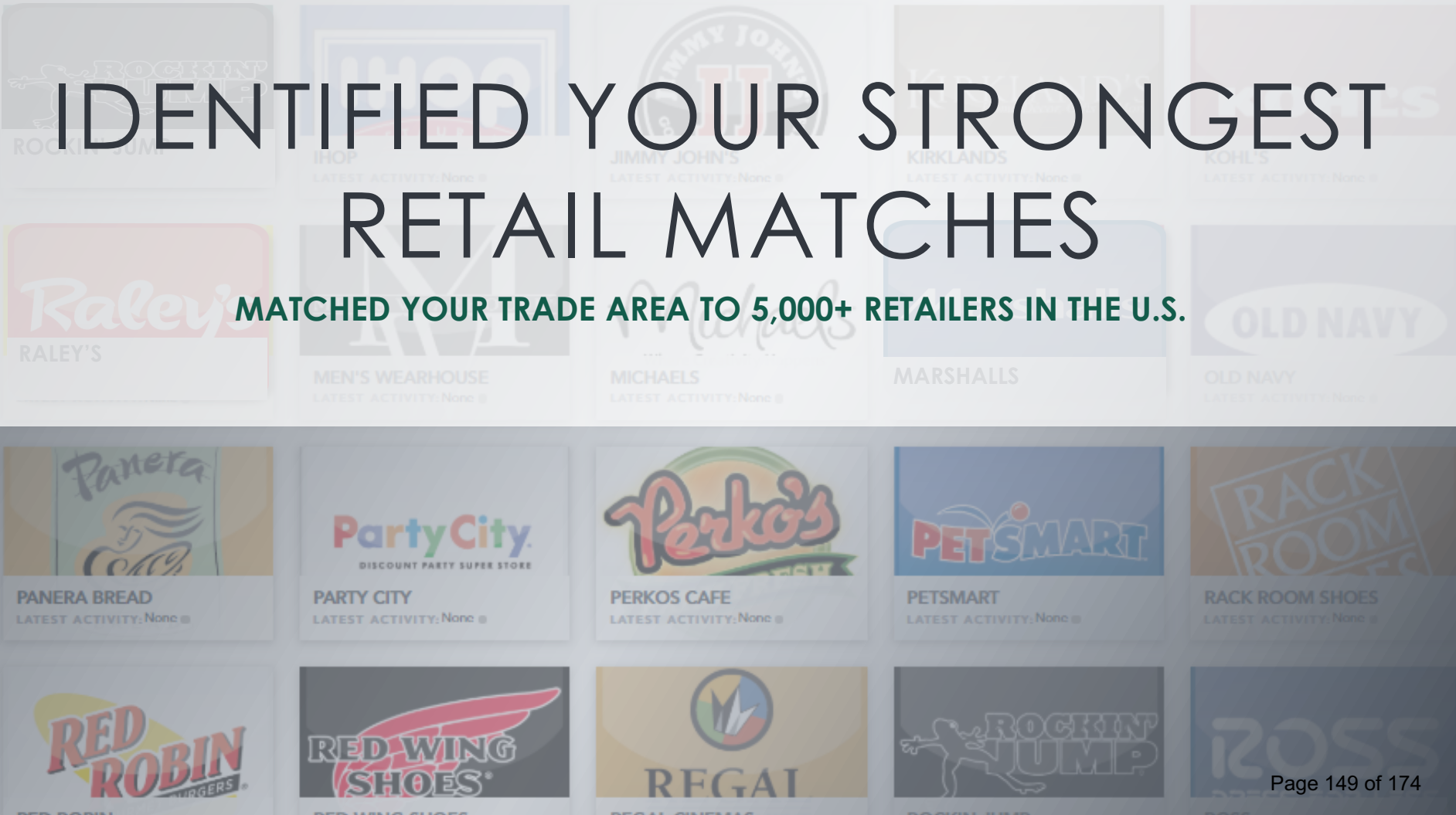
S68: Small Town Shallow Pockets





IDENTIFIED YOUR STRONGEST RETAIL MATCHES

MATCHED YOUR TRADE AREA TO 5,000+ RETAILERS IN THE U.S.

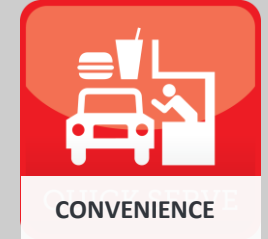
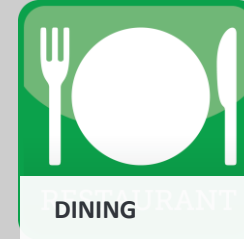
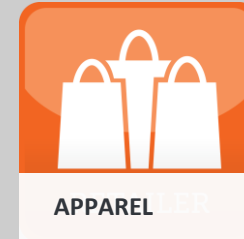
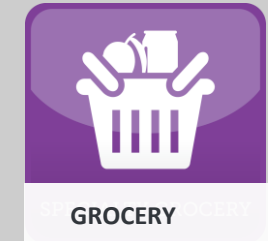
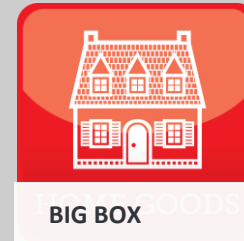
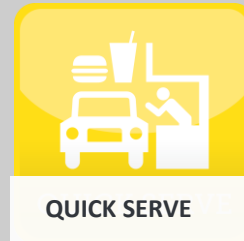
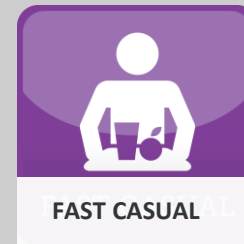
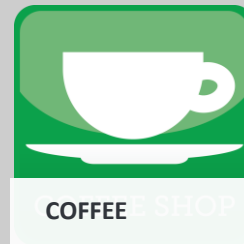


RETAIL SUPPORT

OSAGE BEACH, MO

RETAIL RECRUITMENT & RETENTION

- Buxton has developed a long-term marketing program and strategy for retail recruitment
- Identified the best fit retail matches for pursuit
- Provided marketing materials tailored for each retailer
- Assistance with ongoing market intelligence for existing business owners, developers and brokers



ONGOING PARTNERSHIP

OSAGE BEACH, MO

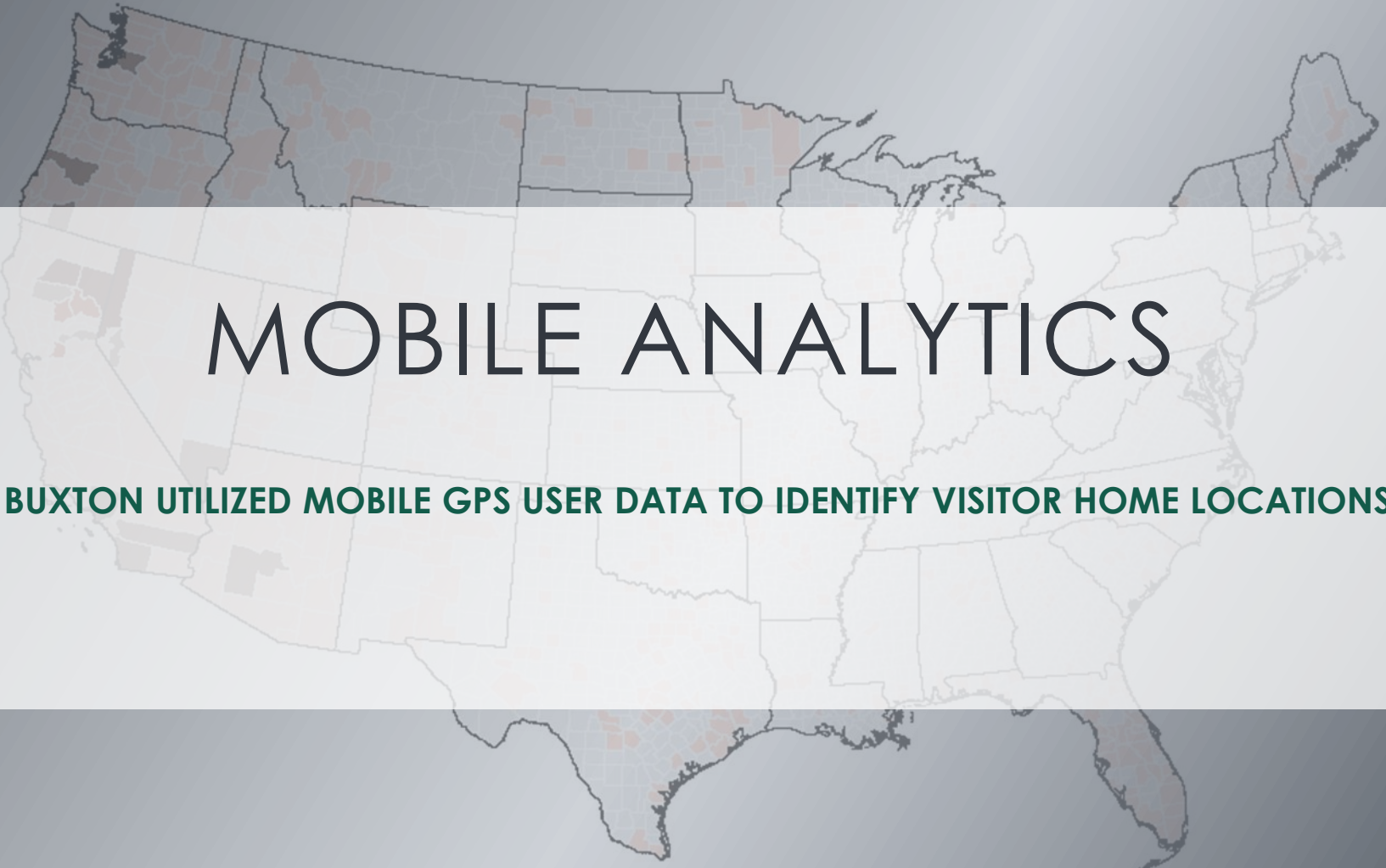
RECRUITMENT & RETENTION

- Ongoing efforts focused on current and future development of retail recruitment and retention in Osage Beach

LONG-TERM RESULTS:

- Increased Tax Revenue
- Improved Quality Life
- Retain Business





MOBILE ANALYTICS

BUXTON UTILIZED MOBILE GPS USER DATA TO IDENTIFY VISITOR HOME LOCATIONS

OSAGE BEACH VISITORS

MOBILE ANALYSIS

- Buxton utilized mobile GPS user data to identify devices that have appeared within the study area
- Over 191,506 Mobile Pings were captured within the study area
- Over 10,000 home locations were identified

TOP 10 CBSA's for City Visitors

1. **St. Louis, MO-IL Metro – 22.03%**
2. **Kansas City, MO-KS Metro – 9.49%**
3. **Jefferson City, MO Metro – 5.62%**
4. **Springfield, MO Metro – 4.43%**
5. **Columbia, MO Metro – 3.40%**
6. **Chicago-Naperville-Elgin, IL-IN-WI Metro – 2.45%**
7. **Fort Leonard Wood, MO Micro – 1.92%**
8. **Lebanon, MO Micro – 1.80%**
9. **Omaha-Council Bluffs, NE-IA Metro – 1.22%**
10. **Des Moines-West Des Moines, IA Metro – 1.07%**

TRI-COUNTY VISITORS

MOBILE ANALYSIS

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TOP 10 CBSA's for Tri-County Visitors

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5. **Columbia, MO Metro – 3.51%**
6. **Chicago-Naperville-Elgin, IL-IN-WI Metro – 2.55%**
7. **Fort Leonard Wood, MO Micro – 1.58%**
8. **Lebanon, MO Micro – 1.48%**
9. **Omaha-Council Bluffs, NE-IA Metro – 1.35%**
10. **Des Moines-West Des Moines, IA Metro – 1.17%**

SECOND HOMEOWNERS

MOBILE ANALYSIS

- Buxton utilized mobile GPS user data to identify devices that have appeared within the study area
- Over 191,506 Mobile Pings were captured within the study area
- Over 10,000 home locations were identified

TOP 10 CBSA's for Second Homeowners

1. **St. Louis, MO-IL Metro – 21.44%**
2. **Kansas City, MO-KS Metro – 5.98%**
3. **Chicago-Naperville-Elgin, IL-IN-WI Metro – 4.04%**
4. **Cape Coral-Fort Myers, FL Metro – 2.11%**
5. **Jefferson City, MO Metro – 1.93%**
6. **Omaha-Council Bluffs, NE-IA Metro - 1.76%**
7. **Peoria, IL Metro – 1.58%**
8. **Columbia, MO Metro – 1.23%**
9. **Cedar Rapids, IA Metro – 1.05%**
10. **Dallas-Fort Worth-Arlington, TX Metro – 1.05%**



BUXTON & OSAGE BEACH PARTNERSHIP

ROADMAP TO RETAIL

Diana Dirks

ddirks@buxtonco.com
817.332.3681

City of Osage Beach Osage Beach, MO

Market Overview





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Data. Source: Experian Marketing Services*





Summary

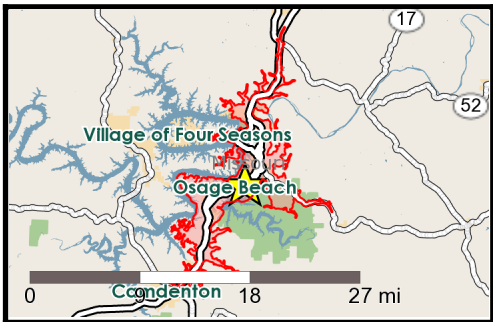
This report is intended to highlight a summary of market indicators necessary for retail success within varying trade areas of Osage Beach, MO. Demographic statistics and map visuals are presented to detail consumer presence throughout the market.

Additionally, to provide insights beyond demographics, figures for "psychographic" tendencies are displayed as well. Every US household is classified into one of 71 distinct segments described by that household's lifestyle and spending habits. Segments found within the potential site's trade area are presented to illustrate what the consumer opportunities look like in Osage Beach.

Buxton, based in Fort Worth, TX, is a leading retail site location firm with clients including Red Wing Shoes, Sally Beauty Supply and Anthropologie, as well as hundreds of other national retailers and restaurants. For any questions on the information presented in this report, please call the Buxton office at 817.332.3681.

For more information regarding Mosaic Segmentation, please visit the Mosaic Segmentation Guide.

15-Minute Drive-Time Overview

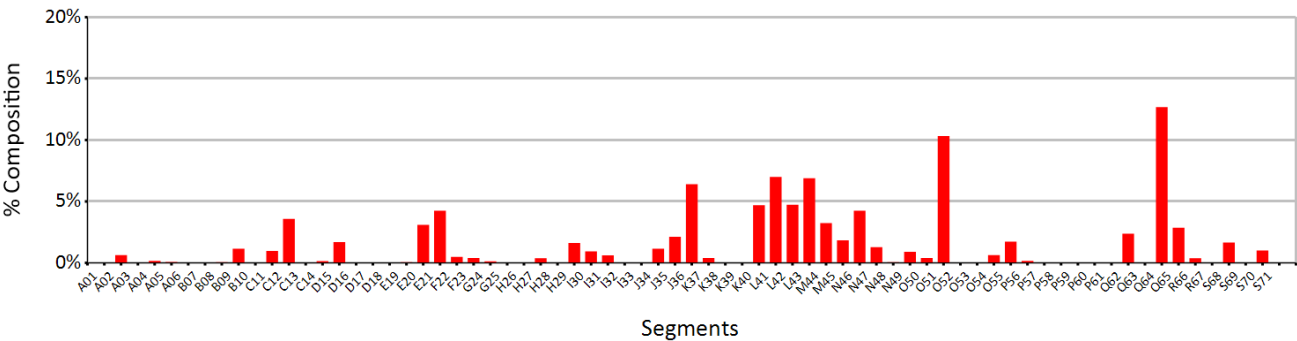


Demographic Highlights

Population (Pop): 9,718	Pop Growth ('00 - '10): 15.6%
Workplace Pop: 6,304	Proj Growth ('18 - '23): 6.0%
Households (HH): 4,487	HH Growth ('00 - '10): 18.9%
Avg HH Income: \$79,429	Proj Growth ('18 - '23): 7.5%

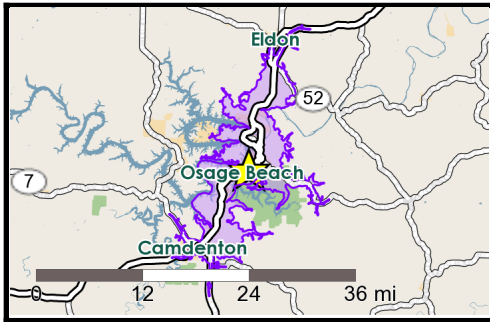
Top Household Segments

Q64: Town Elders O51: Digital Dependents L41: Booming and Consuming





20-Minute Drive-Time Overview



Demographic Highlights

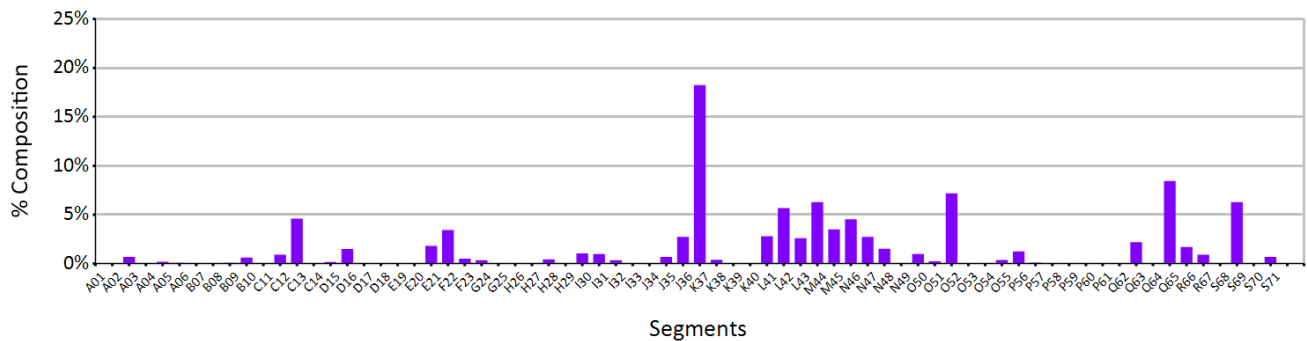
Population (Pop):	20,890	Pop Growth ('00 - '10):	16.5%
Workplace Pop:	10,712	Proj Growth ('18 - '23):	6.2%
Households (HH):	8,950	HH Growth ('00 - '10):	18.8%
Avg HH Income:	\$74,425	Proj Growth ('18 - '23):	7.5%

Top Household Segments

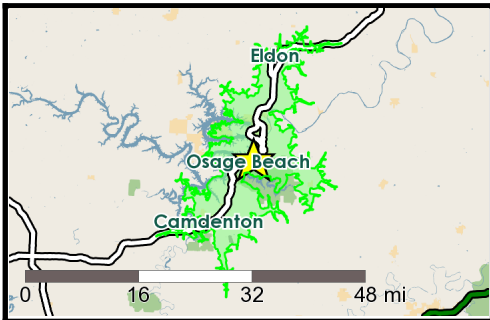
J36: Settled and Sensible

Q64: Town Elders

O51: Digital Dependents



25-Minute Drive-Time Overview



Demographic Highlights

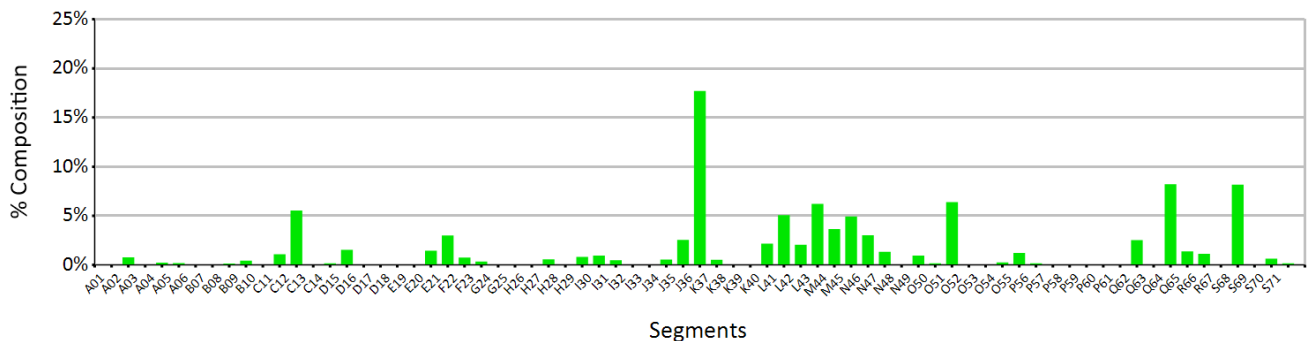
Population (Pop):	34,693	Pop Growth ('00 - '10):	14.7%
Workplace Pop:	16,315	Proj Growth ('18 - '23):	5.7%
Households (HH):	14,627	HH Growth ('00 - '10):	16.1%
Avg HH Income:	\$70,806	Proj Growth ('18 - '23):	6.9%

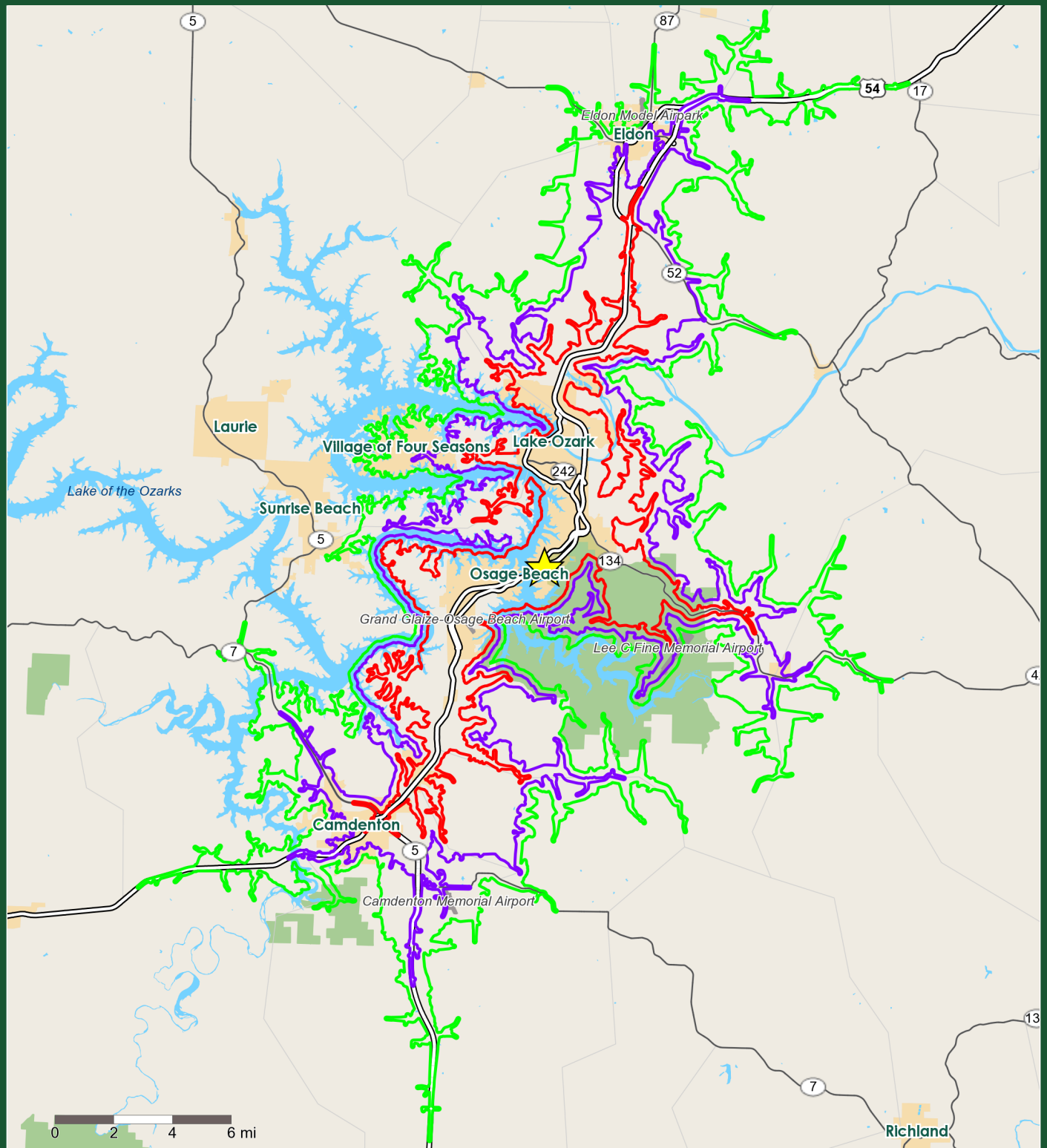
Top Household Segments

J36: Settled and Sensible

Q64: Town Elders

S68: Small Town Shallow Pockets





Osage Beach, MO: Trade Areas



Retail Centers
GLA in thousands

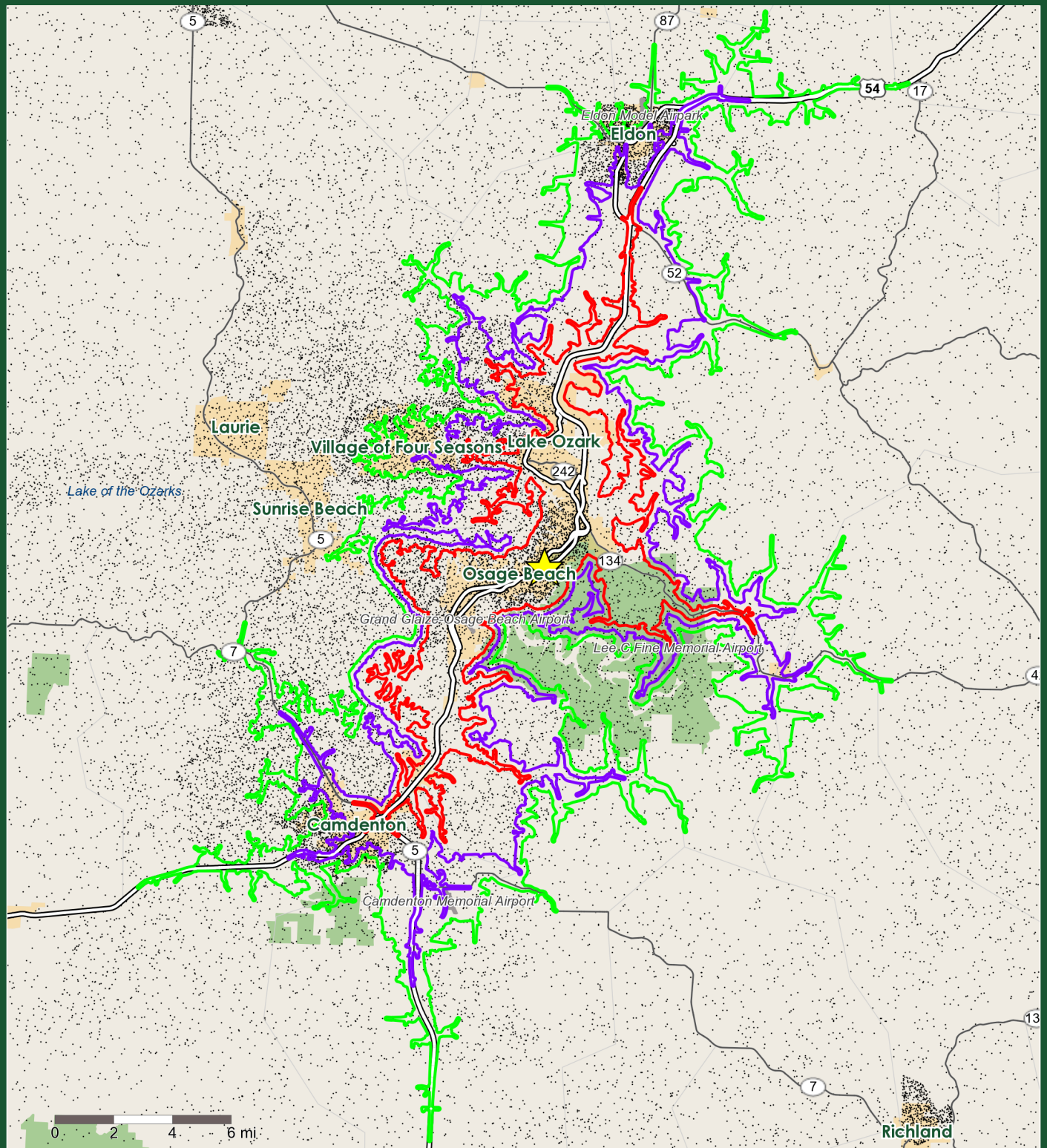
- 800+
- 400 to 800



Proposed
Retail Location

- 15-Minute Drive-Time
- 20-Minute Drive-Time
- 25-Minute Drive-Time





Osage Beach, MO: Household Density



Retail Centers

- GLA in thousands
- 800+
 - 400 to 800



Proposed
Retail Location



15-Minute Drive-Time



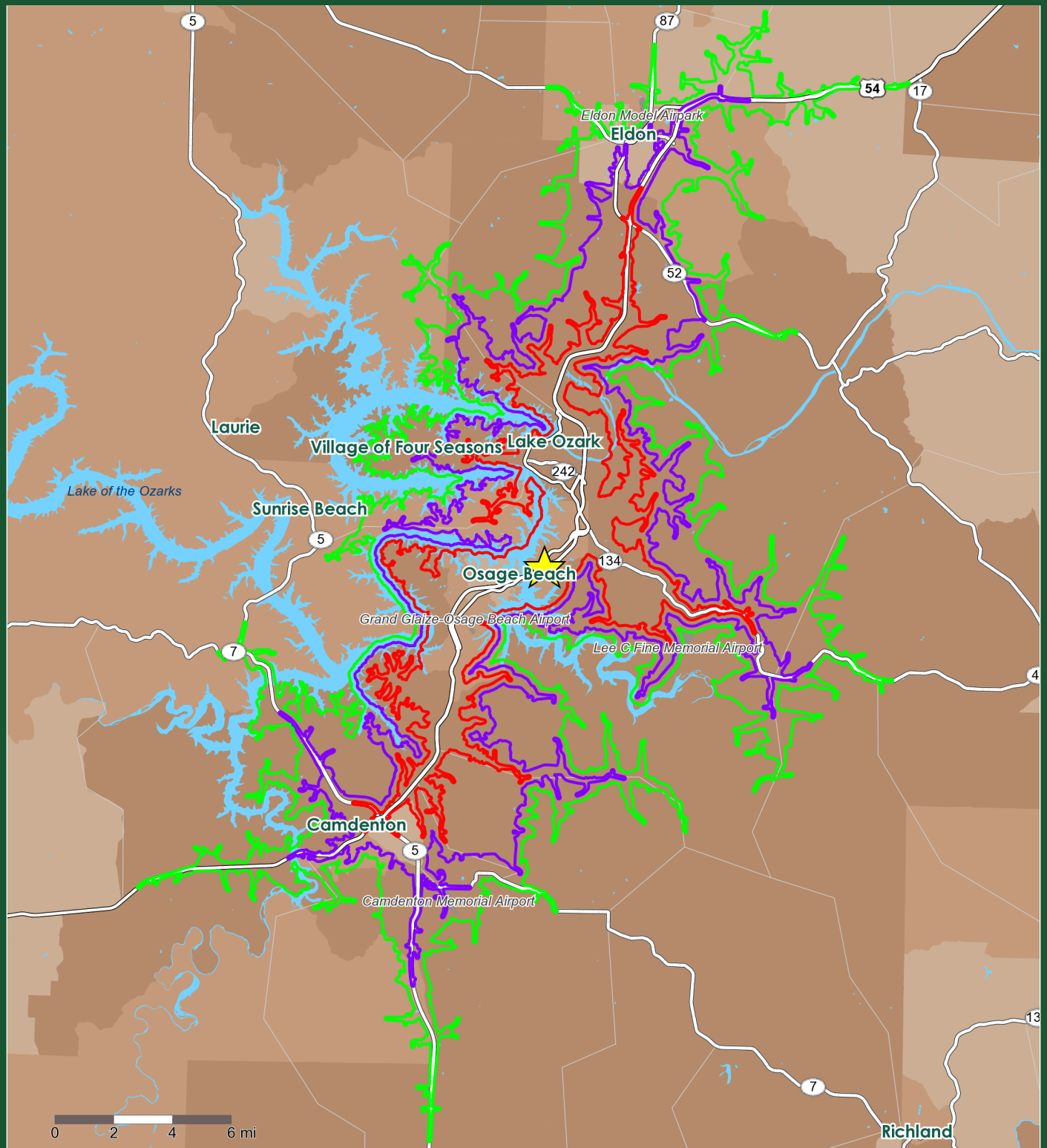
20-Minute Drive-Time



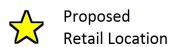
25-Minute Drive-Time

1 Dot = 1 Household





Osage Beach, MO: Population

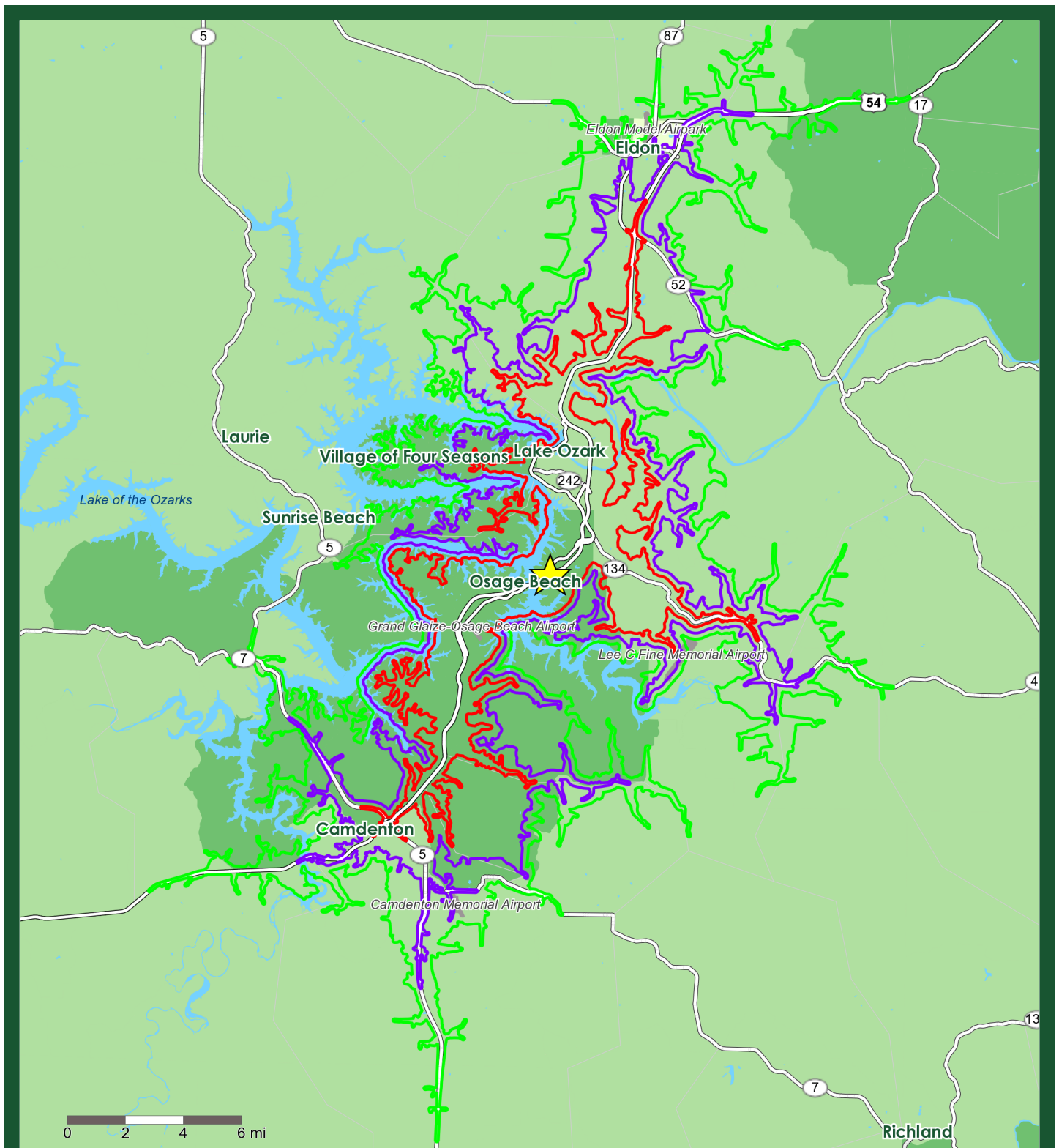


- 15-Minute Drive-Time
- 20-Minute Drive-Time
- 25-Minute Drive-Time

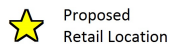
Estimated Population
By Block Group

- 5,000 and Above
- 3,000 to 5,000
- 1,500 to 3,000
- 1,000 to 1,500
- 1,000 and Below





Osage Beach, MO: Household Income

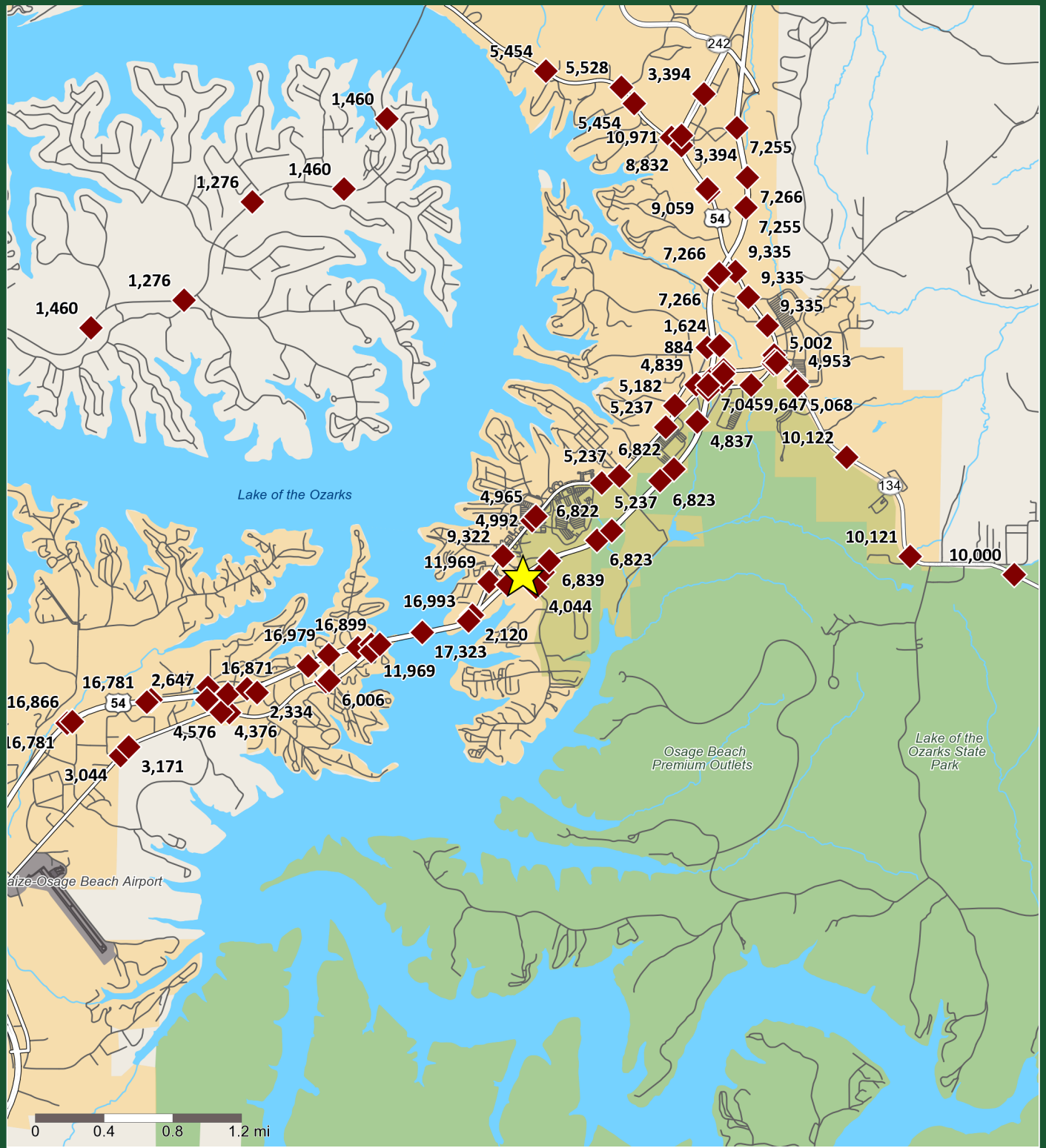


- 15-Minute Drive-Time
- 20-Minute Drive-Time
- 25-Minute Drive-Time

Median Household Income By Block Group

- \$200,000 and Above
- \$100,000 to \$200,000
- \$50,000 to \$100,000
- \$25,000 to \$50,000
- \$25,000 and Below





Osage Beach, MO: Traffic Counts



Proposed
Retail Location



Average Daily
Traffic Volume



RETAIL LEAKAGE & SURPLUS ANALYSIS

RETAIL LEAKAGE/SURPLUS ANALYSIS

The Retail Leakage and Surplus Analysis examines the quantitative aspect of the community's retail opportunities. The analysis is sometimes called "a gap analysis" or "a supply and demand analysis" and can aid in the following:

- Indicating how well the retail needs of local residents are being met
- Uncovering unmet demand and possible opportunities
- Understanding the strengths and weaknesses of the local retail sector
- Measuring the difference between actual projected and potential retail sales

Understanding Retail Leakage

Retail leakage means that residents are spending more for products than local businesses capture. Retail sales leakage suggests that there is unmet demand in the trade area and that the community can support additional store space for that type of business.

Understanding Retail Surplus

A retail surplus means that the community's trade area is capturing the local market plus attracting non-local shoppers. A retail surplus does not necessarily mean that the community cannot support additional business. Many communities have developed strong clusters of stores that have broad geographic appeal. Examples of these types of retailers include: sporting goods stores, home furnishing stores, restaurants, and other specialty operations that become destination retailers and draw customers from outside the trade area.

RETAIL LEAKAGE/SURPLUS ANALYSIS

Osage Beach – 20 Minute Trade Area

Interpreting Leakage Index

1.0 - equilibrium, meaning that demand and sales are in balance.

.80 - demand exceeds sales by 20%, meaning that consumers are leaving the area being analyzed.

1.2 - sales exceeds demand by 20%, meaning that consumers are coming from outside the area being analyzed.



RETAIL LEAKAGE/SURPLUS ANALYSIS

Osage Beach – 20 Minute Trade Area

The quantitative comparison of retail leakage and surplus in the major store types shown in the table below provides an initial measure of market opportunities. Combining this analysis with the knowledge of the local retail situation will take the process of identifying retail possibilities one step further.

Store Type	Potential	Estimated Sales	Surplus/Leakage
Motor Vehicle Parts & Dealers	63,821,083	118,731,712	1.9
Furniture & Home Furnishing Stores	8,252,483	39,651,073	4.8
Electronics & Appliance Stores	6,759,896	7,506,374	1.1
Building Material, Garden Equip. & Supplies	25,086,440	101,451,362	4.0
Food & Beverage Stores	40,303,127	85,385,845	2.1
Health & Personal Care Stores	20,652,083	48,464,892	2.3
Clothing & Clothing Accessories Stores	10,718,842	63,156,424	5.9
Sporting Goods, Hobby, Book, & Music Stores	4,147,007	13,815,105	3.3
General Merchandise Stores	38,541,507	65,276,711	1.7
Miscellaneous Store Retailers	6,704,019	14,516,070	2.2
Foodservice & Drinking Places	37,143,840	121,671,321	3.3
Total	262,130,328	679,626,889	2.6



Leakage/Surplus
Report

RETAIL MARKET CONDITIONS



COMPETITION

- Competition by Retail Category
 - Proximity
 - Trade Area Overlap
- Competition VS demand ratio
- Retail Leakage and Supply Analysis

AREA DRAW

- Grocery Stores
- Big Boxes
- Malls
- Restaurants
- Fast Food
- Gross Leasable Area
- Schools and Colleges
- Physicians
- Large Businesses
- Healthcare
- Hotels
- Sporting Arenas
- Casinos

ACCESSIBILITY

- Road Score
- Traffic
- Distance to Nearest Highway
- Distance to Nearest Interstate

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Phyllis Marose, Alderman
Presenter: Phyllis Marose, Alderman
Date Submitted: March 22, 2021

Agenda Item:
Discussion - Nuisance Abatement - Post Disaster

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
None

Budgeted Item:
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:

This discussion item was requested by Alderman Marose.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 1, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: March 23, 2021

Agenda Item:
Discussion - Police Department Organizational Structure Update

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
None

Budgeted Item:
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
During the FY2021 budget prep, several organizational structure (chart) changes were

discussed with the Mayor and Board of Aldermen directly due to changing needs of the City. The FY2021 Operating Budget was adopted with amendments to the Public Works Department organizational structure, but inquiries were also brought up regarding potential PD organizational structure changes. In November, I stated to the Board of Aldermen an update would be provided in April after research could be done.

The changes in question revolved around the possibility of organizational benefit in decreasing the number of command staff positions (PD upper management) and would that increase effectiveness and efficiencies of the department's operations. At this time I conclude that the structure the PD department functions under is effective and serves the purpose appropriately, supporting the appropriate hierarchy of authority and division based on specialization. It remains my intent to make no changes to the PD structure as it is budgeted in the FY2021 budget.

Summary of conclusions:

- *The City conducted a departmental assessment in the recent year. The recommendations within that assessment include structure needs, adequacies, and possible changes. Our assessment included recommendations for structure alignments and changes, but these did not include the command staff level. No additional facts or circumstances have developed to support such a change to the command staff,

- *The structure size and the division of authority is effective for our size of department. Department size and hierarchy is similar in nature among small or large departments with the only degree of differences dependent on the amount of specialization. Specialization refers to the units or divisions needed for effective expertise and efficiency. The recent assessment also evaluated this area, addressing recommendations for enhanced delegation of authority. These recommendations have either been addressed or are still in process of addressing, but such recommendations were not to decrease size of structure but rather to level raise the responsibilities of the first-line supervisors and mid-level management.

- *Current staffing vacancies is an increasing trend in police departments nationally. As we work through this in our City, maintaining the level of administration and operations is imperative. Making permanent changes at this time would incumber current operations of the department. This was also stated back in November at a previous discussion on the topic, and no additional facts or circumstances have developed to support a different outlook.