

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 7, 2022 - 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 -
Public Safety Telecommunications Week - April 10-16, 2022
National Volunteer Appreciation Week - April 17-23, 2022

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 17, 2022
- ▶ Bills List - April 7, 2022

UNFINISHED BUSINESS

- A. Bill 22-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction for the Autumn Lane Improvements Project for an amount not to exceed \$192,999.00. *Second Reading*
- B. Bill 22-13- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Operating Budget, Transfer of Funds for Necessary Expenses for the Autumn Lane Improvement Project. *Second Reading*

NEW BUSINESS

- A. Presentation - Tan Tar A Sewer Assessment presentation by Christy Wilson with Horner and Shifrin.
- B. Public Hearing - Rezoning Case 418 Jim Nugent Harpers Cove Investment Company
- C. Bill 22-14 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 418. *First Reading*
- D. Motion to approve the Preliminary Plat for Topsider Subdivision.
- E. Bill 22-15 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Topsider Subdivision. *First and Second Reading*
- F. Bill 22-16 - An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement for consideration of the Arapaho LLC and Grand Teton Mountain Investments LLC, proposal for a Community Improvement District and a Transportation Development District for improvements to Beach Road and other projects. *First Reading*
- G. Bill 22-17 - An ordinance of the City of Osage Beach, Missouri, approving a professional services

agreement with the law firm of Gilmore Bell for services relating to the consideration of Arapaho LLC and Grand Teton Mountain Investments LLC, proposal for a Community Improvement District and a Transportation Development District for improvements to Beach Road and other projects. *First Reading*

- H. Bill 22-18 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with B & H cleaning, expanding their cleaning services, for a yearly not to exceed amount of \$47,000. *First Reading*
- I. Bill 22-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #6 with Cochran Engineering to assist the City with a new Park Master Plan for an amount not to exceed \$48,500.00. *First Reading*
- J. Bill 22-20 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenses for the Osage Beach Park Master Plan. *First Reading*
- K. Motion to adopt the City's Mission Statement as modified.
- L. Motion to approve the repair service of a 125 HP submersible pump for LS KK-49 from JCI Industries for \$27,850.00.

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.



PROCLAMATION

National Public Safety Telecommunications Week

April 10-16, 2022

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 dependent 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 10 through April 16, 2022 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 7th day of April 2022.

John Olivarri, Mayor

Attest:

Tara Berreth, City Clerk



***PROCLAMATION
NATIONAL VOLUNTEER WEEK
APRIL 17-23, 2022***

WHEREAS, National Volunteer Week is an opportunity to recognize and honor the countless individuals who selfless invest in the lives of others; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others, even while adhering to social distancing measures; and

WHEREAS; everyday, volunteers help shape the policies that keep our City moving forward in the right direction and their impact can be felt throughout the community; and

WHEREAS, there are thousands of volunteers in our community who give their time and effort to help others through their church, community organizations, service clubs, schools, hospitals, charitable organizations and other worthy endeavors; and

WHEREAS, our City government could not function without volunteers who serve on our boards, commissions and committees; and

WHEREAS, *volunteers* are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live.

NOW, THEREFORE, I John Olivarri, Mayor, do hereby proclaim April 17-23, 2022 as

NATIONAL VOLUNTEER WEEK

in Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 7th day of April 2022.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
MARCH 17, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, March 17, 2022, at 6:00 PM. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Phyllis Marose, Alderman Bob O'Steen, Alderman Kevin Rucker. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Police Chief Todd Davis, City Planner Cary Patterson, Building Official Ron White, City Treasurer Karri Bell, Public Worker Operations Manager Kevin Crooks, Airport Manager Ty Dinsdale and Cochran Engineering Dave Van Leer.

MAYOR'S COMMUNICATIONS

None

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

UNFINISHED BUSINESS

- ❖ Bill 22-06 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 417.

Second Reading

Alderman O'Steen made a motion to approve the second reading of Bill 22-06. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 22.06 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.06 was passed and approved as Ordinance 22.06.

- ❖ Bill 22-10- An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to accept the Municipal Equipment Company, Inc. service agreement to perform 3-phase lift station assessment inspections for specific station locations as listed in said agreement, for an amount not to exceed \$168,960.

Second Reading

Alderman Schuman made a motion to approve the second reading of Bill 22-10. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 22.10 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.10 was passed and approved as Ordinance 22.10.

NEW BUSINESS

- ❖ Bill 22-11 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by creating a new Section 109.1 (d) within Section 500.020, eliminating the inspection fee for repair or replacement of water heaters and HVAC systems, rebating any fees previously paid therefore and requiring a report to the Board of Aldermen about the time spent on courtesy inspections for these systems within the year. *First and Second Readings*

Alderman Ross made a motion to approve the first reading of Bill 22-11. This motion was seconded by Alderman Becker. Motion passes with unanimous voice vote.

Alderman Schuman made a motion to approve the second reading of Bill 22-11. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 22.11 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O’Steen and Alderman Rucker. Bill 22.11 was passed and approved as Ordinance 22.11.

- ❖ Bill 22-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction for the Autumn Lane Improvements Project for an amount not to exceed \$192,999.00. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 22-12. This motion was seconded by Alderman Becker. Motion passes with unanimous voice vote.

- ❖ Bill 22-13- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Operating Budget, Transfer of Funds for Necessary Expenses for the Autumn Lane Improvement Project. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 22-13. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

- ❖ Discussion - Mission Statement Modifications

After discussion the Board choose to have a motion put on the next agenda to approve #B.

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

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Marose- Seniors are getting calls from someone claiming to be from Ameren UE asking for money be aware because it’s a scam.

Alderman O’Steen – Happy St. Patrick’s Day

Alderman Rucker – Asked the City Clerk to get a new sunshine book from the State. Would like to get with other elected official from surrounding municipalities to make sure that everyone is using the same building codes.

STAFF COMMUNICATIONS

City Treasurer Bell – The 2021 Audit is underway and will all be done remotely.

Cochran – Dave Van Leer – Mace Road 2B is closed out. Bids are in on Industrial and will be coming to the Board at a future meeting. Sidewalk project will be opening in 2 weeks. Greenview Circle drainage will be coming to the board in April.

EXECUTIVE SESSION

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

ADJOURN

CLOSED SESSION

Alderman Rucker moved to open the meeting. Alderman Ross seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Ross, Alderman Rucker, Alderman Becker, Alderman Marose, Alderman Schuman, and Alderman O'Steen. Absent. The meeting was therefore opened.

No announcements were made following the closed session.

ADJOURN REGULAR MEETING

There being no further business to come before the Board, the meeting adjourned at 8:30 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 17, 2022, and approved April 7, 2022.

Tara Berreth/City Clerk

John Olivarri/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 7, 2022**

Bills Paid Prior to Board Meeting	\$	313,877.49
Payroll Paid Prior to Board Meeting	\$	284,778.45
SRF Transfer Prior to Board Meeting	\$	237,682.13
TIF Transfer Dierbergs	\$	72,708.30
Bills Pending Board Approval	\$	381,602.49
Total Expenses	\$	<u>1,290,648.86</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	JAN & FEB CVC COLLECTIONS	49.91
		FAMILY SUPPORT PAYMENT CENTER	Case #01450465	328.15
			Case #01450465	328.15
			Case #01812565	173.08
			Case #01812565	173.08
		MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	0.71
			State Withholding	4,690.00
			State Withholding	3,800.00
		MO TREASURER BUDGET DIRECTOR	JAN & FEB PEACE OFFICER TR	7.00
		INTERNAL REVENUE SERVICE	Fed WH	14,295.22
			Fed WH	10,996.56
			FICA	8,451.92
			FICA	7,431.83
			Medicare	1,976.66
			Medicare	1,738.10
		ICMA	Loan Repayment	33.77
			Loan Repayment	33.77
			Loan Repayment	225.00
			Loan Repayment	225.00
			Loan Repayment	233.04
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	143.78
			Loan Repayment	216.93
			Loan Repayment	216.93
			Loan Repayment	182.34
			Loan Repayment	182.34
			Loan Repayment	277.41
			Loan Repayment	277.41
			Loan Repayment	65.64
			Loan Repayment	65.64
			Retirment 457 &	2,143.05
			Retirment 457 &	2,566.17
			Retirement 457	1,045.00
			Retirement 457	1,045.00
			Loan Repayments	51.67
			Loan Repayments	51.67
			Loan Repayments	140.58
			Loan Repayments	140.58
			Loan Repayments	67.54
			Loan Repayments	67.54
			Loan Repayments	84.90
			Loan Repayments	84.90
			Loan Repayments	247.78
			Loan Repayments	247.78
			Loan Repayments	42.21
			Loan Repayments	42.21
			Loan Repayments	176.79
			Loan Repayments	176.79
			Loan Repayments	174.78
			Loan Repayments	174.78
			Loan Repayments	115.98
			Loan Repayments	115.98
			Retirment Roth IRA %	45.77
			Retirment Roth IRA %	438.26
			Retirement Roth IRA	615.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	615.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	JAN & FEB CADV COLLECTIONS	14.00
		MILLER COUNTY ASSOCIATE COURT	OTHER AGENCY CASH BOND	1,000.00
		HSA BANK	HSA Contribution	523.18
			HSA Contribution	523.18
			HSA Family/Dep. Contributi	1,517.86
			HSA Family/Dep. Contributi	1,517.86
		SHERIFFS RETIREMENT SYSTEM	JAN & FEB COLLECTIONS	6.00
		ONE TIME VENDOR	221001	40.00
			221003	40.00
			221006	40.00
			221029	40.00
			221035	40.00
			211011	120.00
			211092	120.00
			211203	120.00
			221024	40.00
			TOTAL:	73,615.98
Mayor & Board	General Fund	WISELLI, NANCY	PLANNING COMMISSION MEETIN	25.00
		INTERNAL REVENUE SERVICE	FICA	193.23
			Medicare	45.19
		ICMA	Retirement 401%	4.25
			Retirement 401	140.50
		OLIVARRI, JOHN	MILEAGE LOCLG BOARD MTG	12.87
			MILEAGE COUNTY ARPA MTG	14.04
			MILEAGE LACDC BOARD MTG	10.53
		LAKE OF THE OZARKS ELKS LODGE No 2517	VOLUNTEER APPRECIATION DIN	250.00
		EBLING, SUSAN	PLANNING COMMISSION MEETIN	25.00
		KIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		DORHAUER, JEFF	PLANNING COMMISSION MEETIN	25.00
		MID AMERICA BANK	MML LODGING- K. RUCKER	123.05
			MML LODGING-R. ROSS	123.05
			MML LODGING-J. OLIVARRI	123.05
			MML LODGING TAX REIMB	14.76-
			FLOWERS- G. KING FATHER	54.21
			PLANT- R. PHILLIPS FAMILY	68.94
			CMSU JOB FAIR LDGNG-T. TAY	100.80
			TOTAL:	1,373.95
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	671.68
			FICA	584.49
			Medicare	157.09
			Medicare	136.69
		ICMA	Retirement 401%	111.23
			Retirement 401%	97.11
			Retirement 401	667.37
			Retirement 401	582.63
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	88.80
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,472.09
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	241.16
			FICA	187.59
			Medicare	56.40
			Medicare	43.88
		ICMA	Retirement 401%	40.05
			Retirement 401%	31.41
			Retirement 401	240.34
			Retirement 401	188.50
		HSA BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,179.33
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	720.36
			FICA	618.62
			Medicare	168.47
			Medicare	144.68
		ICMA	Retirement 401%	118.40
			Retirement 401%	102.00
			Retirement 401	710.35
			Retirement 401	611.90
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,569.78
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	91.91
			FICA	90.41
			Medicare	21.49
			Medicare	21.14
		ICMA	Retirement 401%	15.43
			Retirement 401%	15.19
			Retirement 401	92.57
			Retirement 401	91.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		SMITH, GARY L	JAN MUNICIPAL JUDGE SERVIC	1,763.16
			FEB MUNICIPAL JUDGE SERVIC	1,763.16
			OCT MUNICIPAL JUDGE SERVIC	1,763.16
			NOV MUNICIPAL JUDGE SERVIC	1,763.16
			DEC MUNICIPAL JUDGE SERVIC	<u>1,763.16</u>
			TOTAL:	9,405.07
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 2/2022	374.06
		INTERNAL REVENUE SERVICE	FICA	543.69
			FICA	393.04
			Medicare	127.15
			Medicare	91.92
		ICMA	Retirement 401%	88.52
			Retirement 401%	64.22
			Retirement 401	531.10
			Retirement 401	385.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		MID AMERICA BANK	REG MO EXPUNG LAWS-E. RUCK	<u>150.00</u>
			TOTAL:	2,899.01
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	423.16
			FICA	352.83
			Medicare	98.97
			Medicare	82.52
		ICMA	Retirement 401%	69.79
			Retirement 401%	58.45
			Retirement 401	418.73
			Retirement 401	350.67
		MABCA	SPRING MABCA SEMINAR-R. WH	175.00
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	88.80
			BLDG DEPT CELL PHONE	23.24
		WEX INC	BLDG DEPT FUEL	71.74
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	112.50
			HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	2,513.90
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/14-3/15/22	75.75
			CITY HALL SVC 2/14-3/15/22	3,005.59
		INTERNAL REVENUE SERVICE	FICA	56.68
			FICA	62.00
			Medicare	13.25
			Medicare	14.50
		LOWE'S	PAINT ROLLERS	20.85
			ICE MELT	24.66
		AMERICAN TESTING & INSPECTION SERVICES	ANNUAL ELEVATOR INSPECTION	140.00
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 2/15-3/15/22	808.08
		MENARDS COMMERCIAL	REFRIGERATOR- AMBULANCE	<u>1,169.00</u>
			TOTAL:	5,390.36
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	3,511.17
		INTERNAL REVENUE SERVICE	FICA	497.73
			FICA	496.34
			Medicare	116.41
			Medicare	116.09
		ICMA	Retirement 401%	38.17
			Retirement 401%	48.58
			Retirement 401	415.46
			Retirement 401	477.92
		LOWE'S	LOCK NUTS	3.03
			BASIN KIT,PIPE,CLAMP,EMITT	117.25
			NUTS & BOLTS	8.02
			PVC COUPLING	4.45
			HOSE CLAMPS & ADAPTERS	19.61
			CYLINDERS & PROPANE EXCHAN	71.17
			PARTS FOR DRAIN REPAIR	34.43
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	44.40
			PARKS DEPT CELL PHONES	46.43
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	822.70
		MODOR: DIV OF ALCOHOL & TOBACCO CONTRO	PARK LIQUOR LICENSE RENEWA	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WEX INC	PARK DEPT FUEL	780.51
		AMEREN MISSOURI	LWR DIAMOND LTS 2/7-3/8/22	13.35
			HATCHERY RD SIGN 2/14-3/15	52.11
			CP MAINT BLDG 2/14-3/15/22	184.07
			CP #2 DISPLAY C 2/14-3/15/	11.05
			CP SOCCER FIELDS 2/14-3/15	62.87
			CP #2 DISPLAY D 2/14-3/15/	11.05
			CP BALL FIELDS 2/14-3/15/2	1,052.30
			CP #2 DISPLAY B 2/14-3/15/	11.92
			CP #2 DISPLAY A 2/14-3/15/	11.05
			HWY 42 BALLPARK LTS 2/7-3/	21.56
			CP #2 IRRIG PUMP 2/14-3/15	11.58
		HSA BANK	HSA Contribution	187.50
			HSA Contribution	187.50
		MID AMERICA BANK	STEWART SIGNS	452.64
			NO PETS ALLOWED SIGN	130.10
			TOTAL:	10,120.52
Human Resources	General Fund	CITY OF OSAGE BEACH	GIFT CARDS EMPLOYEE DINNER	272.64
		INTERNAL REVENUE SERVICE	FICA	233.60
			FICA	169.69
			Medicare	54.63
			Medicare	39.69
		ICMA	Retirement 401%	38.31
			Retirement 401%	28.01
			Retirement 401	229.88
			Retirement 401	168.03
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	460.25
		PAGE & BROWN CONVENTION SERVICES	APPRECIATION DINNER	1,201.00
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
		JEST MURDER MYSTERY CO LLC	APPRECIATION DINNER ENTRTN	910.00
		MID AMERICA BANK	SHRM MEMB- C. LEIGH	229.00
			IPMA HR MEMB- C. LEIGH	114.00
			SUPPLIES CHILI COOKOFF	11.64
			SFTY LUNCHEON- CAMDNTN CIT	219.59
		ONE TIME VENDOR VIPER COMMUNICATIONS	KRMS JOB FAIR	100.00
			TOTAL:	4,554.96
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC 3/5/22	894.10
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.38
		XEROX CORPORATION	CITY HALL COPIER LEASE	238.61
		MITEL CLOUD SERVICES INC	PH SVC RECRDING 4/1-4/30/2	2,121.40
			TOTAL:	3,319.49
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,730.40
			FICA	3,136.81
			Medicare	872.45
			Medicare	733.61
		ICMA	Retirement 401%	455.18
			Retirement 401%	374.77
			Retirement 401	3,489.85
			Retirement 401	2,944.68
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	701.08
			POLICE DEPT CELL PHONES	396.44
		WEX INC	POLICE DEPT FUEL	4,295.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLICE DEPT CAR WASHES	63.55
		XEROX CORPORATION	POLICE COPIER LEASE	215.06
		HSA BANK	HSA Contribution	262.50
			HSA Contribution	262.50
			HSA Family/Dep. Contributi	975.00
			HSA Family/Dep. Contributi	975.00
		MID AMERICA BANK	FBINAA NATIONAL DUES	110.00
			MAPE ANN MEMB- G. KING	50.00
			FBI LEEDA DUES- J. SHELTON	50.00
			POSTAGE FOR PACKAGE	26.95
			SPOTLIGHT BULBS	50.55
			TOTAL:	24,172.36
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 2/23/22	1,035.22
			911 LINE 3/5/22	235.00
		INTERNAL REVENUE SERVICE	FICA	584.74
			FICA	624.22
			Medicare	136.75
			Medicare	145.98
		ICMA	Retirement 401%	94.93
			Retirement 401%	96.36
			Retirement 401	569.60
			Retirement 401	578.11
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	36.64
			MOSWIN INTERNET 2/21-3/20/	94.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.40
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		MITEL CLOUD SERVICES INC	PD RECRDING SVC 4/1-4/30/2	231.81
		MID AMERICA BANK	APCO TELECOMM COURSE	125.00
			TOTAL:	4,988.72
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	300.05
			FICA	230.37
			Medicare	70.17
			Medicare	53.88
		ICMA	Retirement 401%	49.94
			Retirement 401%	38.71
			Retirement 401	299.67
			Retirement 401	232.24
		HSA BANK	HSA Family/Dep. Contributi	112.50
			HSA Family/Dep. Contributi	112.50
			TOTAL:	1,500.03
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	133.21
			FICA	131.49
			Medicare	31.15
			Medicare	30.75
		ICMA	Retirement 401	136.32
			Retirement 401	134.67
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	44.40
			ENG DEPT CELL PHONES	23.24
		WEX INC	ENG DEPT FUEL	136.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	951.95
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	223.55
			FICA	154.50
			Medicare	52.28
			Medicare	36.13
		ICMA	Retirement 401%	37.12
			Retirement 401%	25.98
			Retirement 401	222.72
			Retirement 401	155.90
		AT&T INTERNET/IP SERVICES	PARK INTERNET 3/11/22	823.72
			GG INTERNET 3/11/22	769.14
			LCF INTERNET 03/11/22	1,243.07
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	309.97
		AT&T MOBILITY-CELLS	IT DEPT AIR CARDS	41.24
			IT DEPT CELL PHONES	44.40
			IT DEPT CELL PHONES	3.52
		HSA BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		MID AMERICA BANK	RESTREAM ANN SUB 2/2022-2/	<u>490.00</u>
			TOTAL:	4,783.24
Economic Development	General Fund	OLIVARRI, JOHN	MILEAGE LEGACY DEVELOP MTG	19.00
			MILEAGE MEDC DINNER	<u>14.00</u>
			TOTAL:	33.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	352.89
			State Withholding	288.19
		INTERNAL REVENUE SERVICE	Fed WH	965.82
			Fed WH	771.76
			FICA	873.19
			FICA	807.38
			Medicare	204.19
			Medicare	188.83
		ICMA	Retirement 457 &	53.06
			Retirement 457 &	130.15
			Retirement 457	69.00
			Retirement 457	34.00
		HSA BANK	HSA Contribution	50.00
			HSA Contribution	50.00
			HSA Family/Dep. Contributi	278.31
			HSA Family/Dep. Contributi	<u>1,288.31</u>
			TOTAL:	6,405.08
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	873.18
			FICA	807.38
			Medicare	204.21
			Medicare	188.82
		ICMA	Retirement 401%	93.55
			Retirement 401%	81.58
			Retirement 401	852.14
			Retirement 401	762.72
		LOWE'S	BOLTS FOR TRANSMISSION-TRK	7.13
			TOOL SET & HOSE REEL	252.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	401.94
		WEX INC	TRANS DEPT FUEL	6,607.65
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	79.54
		AMEREN MISSOURI	KK DR PALISADES LTG 2/2-3/	90.68
			MAINT SALT BLDG 2/8-3/9/22	11.18
			ST LTG SVC 2/1-3/1/22	3,776.07
			CUST OWNED LTG 2/1-3/1/22	1,463.82
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	350.25
			HSA Family/Dep. Contributi	350.25
		MENARDS COMMERCIAL	SPRAY PAINT,SCREWS,THERMOS	46.14
			HOBBY KNIFE-SIGN MAKING	28.95
			TOTAL:	17,404.84
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,483.33
			State Withholding	608.12
			State Withholding	526.47
		INTERNAL REVENUE SERVICE	Fed WH	1,693.77
			Fed WH	1,358.96
			FICA	988.42
			FICA	873.53
			Medicare	231.17
			Medicare	204.28
		ICMA	Retirment 457 &	287.75
			Retirment 457 &	283.20
			Retirement 457	77.00
			Retirement 457	77.00
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	44.80
			HSA Family/Dep. Contributi	44.80
			TOTAL:	9,857.60
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	988.42
			FICA	873.53
			Medicare	231.17
			Medicare	204.28
		ICMA	Retirement 401%	123.17
			Retirement 401%	103.92
			Retirement 401	822.90
			Retirement 401	690.06
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN	14.00
		LOWE'S	EAR PLUGS	52.34
			TOOLS- TRK 51	135.90
			SHOVEL, TOOL BOX, TOOL KIT	1,304.13
			SAW BLADES	80.71
			PARTS FOR INVENTORY	72.58
			RAKE,HAMMER,PICK,CHISEL	132.30
			WATER SOFTENER SYSTEM	803.70
			PIPE & FLAGGING TAPE- SWIS	58.08
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	293.42
			WATER DEPT CELL PHONES	76.18
		WEX INC	WATER DEPT FUEL	1,339.02
		XEROX CORPORATION	WATER COPIER LEASE	79.54
		AMEREN MISSOURI	6186 FIRE ST WELL 1/31-3/1	1,744.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BLUFF RD TOWER 2/8-3/9/22	1,690.73
			COLLEGE WELL 2/7-3/8/22	2,357.06
			LK RD 54-59 WELL 1/30-2/28	20.05
			SWISS VLG WELL 1/30-2/28/2	908.68
		HSA BANK	HSA Contribution	112.50
			HSA Contribution	112.50
			HSA Family/Dep. Contributi	124.50
			HSA Family/Dep. Contributi	124.50
		DEVORE, CALEB	MILEAGE REIMB 3/5-3/11/22	32.18
		STOUFER, TOMMIE L	MILEAGE REIMB 2/26-3/4/22	29.84
		WILBER, ZACHARY	MILEAGE REIMB 3/12-3/18/22	53.82
		MENARDS COMMERCIAL	SPRAY PAINT,SCREWS,THERMOS	46.14
		MID AMERICA BANK	MULTIQUIP PARTS	80.57
			TOTAL:	15,916.72
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	342.99
			State Withholding	401.34
		INTERNAL REVENUE SERVICE	Fed WH	737.38
			Fed WH	873.30
			FICA	905.89
			FICA	961.16
			Medicare	211.87
			Medicare	224.79
		ICMA	Retirement 457 &	47.98
			Retirement 457 &	40.17
			Retirement 457	33.00
			Retirement 457	33.00
		HSA BANK	HSA Family/Dep. Contributi	69.80
			HSA Family/Dep. Contributi	69.80
			TOTAL:	4,952.47
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	905.90
			FICA	961.16
			Medicare	211.85
			Medicare	224.80
		ICMA	Retirement 401%	52.69
			Retirement 401%	44.56
			Retirement 401	402.52
			Retirement 401	335.82
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN	14.00
		LOWE'S	CHISEL BITS- HAMMER DRILL	42.72
		MIDWEST PUBLIC RISK	DEDUCTIBLE CLAIM #MPR21069	5,776.70
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	380.91
			SEWER DEPT CELL PHONES	99.42
		WEX INC	SEWER DEPT FUEL	1,301.19
		XEROX CORPORATION	SEWER COPIER LEASE	79.53
		AMEREN MISSOURI	CLEARWOOD LN 2/3-3/6/22	13.25
			3949 CMPGRND LN G/S 2/8-3/	12.40
			HWY D PREWITTS G/P 2/7-3/8	69.58
			701 PA HE TSI 2/8-3/9/22	11.78
			GRINDER PUMPS & LIFT STATI	3,687.87
			GRINDER PUMPS & LIFT STATI	5,893.77
			5874 HWY 54 1/30-2/28/22	12.31
			1075 RUNABOUT 1/27-2/27/22	18.69
			1004 ZEBRA RD L/P 2/3-3/6/	11.74
		HSA BANK	HSA Family/Dep. Contributi	200.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	200.25
		MENARDS COMMERCIAL	SPRAY PAINT, SCREWS, THERMOS	46.15
		PRITCHETT, JOSHUA	MILEAGE REIMB 3/12-3/18/22	71.96
			MILEAGE REIMB 3/12-3/18/22	<u>71.96</u>
			TOTAL:	21,155.73
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	487.00
			State Withholding	345.00
		INTERNAL REVENUE SERVICE	Fed WH	1,125.79
			Fed WH	790.74
			FICA	937.01
			FICA	813.50
			Medicare	219.14
			Medicare	190.26
		ICMA	Loan Repayment	134.33
			Loan Repayment	134.33
			Loan Repayment	130.76
			Loan Repayment	130.76
			Retirement 457 &	170.39
			Retirement 457 &	133.63
		HSA BANK	HSA Family/Dep. Contributi	45.00
			HSA Family/Dep. Contributi	<u>45.00</u>
			TOTAL:	5,832.64
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	937.01
			FICA	813.50
			Medicare	219.14
			Medicare	190.26
		ICMA	Retirement 401%	112.36
			Retirement 401%	90.54
			Retirement 401	674.14
			Retirement 401	543.27
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	82.48
			AMB DEPT CELL PHONES	44.40
		WEX INC	AMB FUEL	402.82
		HSA BANK	HSA Family/Dep. Contributi	300.00
			HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	4,746.56
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	607.98
			State Withholding	210.73
			State Withholding	161.00
		INTERNAL REVENUE SERVICE	Fed WH	367.88
			Fed WH	255.53
			FICA	409.40
			FICA	366.28
			Medicare	95.74
			Medicare	85.66
		ICMA	Retirement 457 &	24.05
			Retirement 457 &	24.99
			Retirement 457	53.52
			Retirement 457	45.00
			Loan Repayments	74.35
			Loan Repayments	74.35
			Loan Repayments	30.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	30.39
			Loan Repayments	37.15
			Loan Repayments	<u>37.15</u>
			TOTAL:	2,991.54
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 2/8-3/14/22	10.86
			LCF RUNWAY LTS 1/28-3/1/22	51.06
			AP FIREHOUSE 1/28-3/1/22	30.75
			KAISER TERMINAL BLDG 2/8-3	258.70
			LCF HANGAR 2 2/8-3/10/22	19.69
			LCF NEW AP HANGAR 2/8-3/10	30.93
		NAEGLER OIL CO	LCF JET FUEL	12,810.64
			LCF JET FUEL	10,455.61
			LCF AV GAS	10,973.47
		INTERNAL REVENUE SERVICE	FICA	409.40
			FICA	366.28
			Medicare	95.74
			Medicare	85.66
		ICMA	Retirement 401%	51.32
			Retirement 401%	41.41
			Retirement 401	385.44
			Retirement 401	333.30
		LOWE'S	BLOW GUN KIT & RUBBER BUSH	22.27
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.20
		CRAWFORD, MURPHY & TILLY INC	LCF APRN 20-046B-1 1/29-2/	5,183.76
		WEX INC	LCF FUEL	209.75
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	203.52
			HSA Family/Dep. Contributi	195.00
		MID AMERICA BANK	NFPA AIRCRAFT FUEL SERVICI	<u>34.23</u>
			TOTAL:	42,355.99
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	87.05
			State Withholding	49.27
			State Withholding	46.00
		INTERNAL REVENUE SERVICE	Fed WH	114.22
			Fed WH	107.41
			FICA	151.98
			FICA	151.09
			Medicare	35.54
			Medicare	35.33
		ICMA	Retirement 457	21.48
			Retirement 457	<u>30.00</u>
			TOTAL:	829.37
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 1/30-2/28/22	41.17
			GG TBLC EXT D 1/30-2/28/22	343.83
			GG AP SHOP 1/30-2/28/22	51.02
			957 AIRPORT RD 1/30-2/28/2	11.36
			GG AP TBLC EXT D 1/30-2/28	19.54
			GG AP HANGAR 1/30-2/28/22	22.03
			GG AP SLEEPY 1/30-2/28/22	173.82
		NAEGLER OIL CO	GG AV GAS	21,946.95
		INTERNAL REVENUE SERVICE	FICA	151.98
			FICA	151.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	35.54
			Medicare	35.33
		ICMA	Retirement 401%	10.95
			Retirement 401%	10.95
			Retirement 401	154.21
			Retirement 401	154.21
		LOWE'S	HOSE REPAIR KIT	5.68
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.20
		HSA BANK	HSA Family/Dep. Contributi	96.48
			HSA Family/Dep. Contributi	105.00
		MID AMERICA BANK	NFPA AIRCRAFT FUEL SERVICE	34.22
			TOTAL:	23,577.56

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

10	General Fund	157,851.39
20	Transportation	23,809.92
30	Water Fund	25,774.32
35	Sewer Fund	26,108.20
40	Ambulance Fund	10,579.20
45	Lee C. Fine Airport Fund	45,347.53
47	Grand Glaize Airport Fund	24,406.93

	GRAND TOTAL:	313,877.49

TOTAL PAGES: 12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE OF THE OZARKS CONVENTION & VISITO STAPLES BUSINESS ADVANTAGE	2022 ANNUAL CVB DINNER CERTIFICATES- VOLUNTEERS TOTAL:	400.00 <u>18.96</u> 418.96
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE AMAZON CAPITAL SERVICES INC	PENS IPHONE 12 ACCESSORIES NEW IPHONE CASES & SCRIN PR TOTAL:	13.52 18.56 <u>83.02</u> 115.10
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450 STAPLES BUSINESS ADVANTAGE	2021 ANNUAL FINANCIAL STMN LABELS TOTAL:	348.75 <u>12.52</u> 361.27
City Treasurer	General Fund	MAPERS GFOA OF MO	2022 PLAN SPONSOR CONF-K. 2022 PLAN SPONSOR CONF-WHI 2022 ANN CONF- WHITE & BEL TOTAL:	75.00 75.00 <u>350.00</u> 500.00
Municipal Court	General Fund	SMITH, GARY L	MAR MUNICIPAL JUDGE SERVIC TOTAL:	<u>1,763.16</u> 1,763.16
Building Inspection	General Fund	O'REILLY AUTOMOTIVE STORES INC PRECISION AUTO & TIRE SERVICE LLC CINTAS CORPORATION STAPLES BUSINESS ADVANTAGE AMAZON CAPITAL SERVICES INC	JUMPER CABLES- BD 1 & 3 OIL CHANGE- BD2 LEFT REAR TIRE REPAIR- BD2 BLDG DEPT UNIFORM RENTAL FILE JACKETS FOR PERMITS ENVELOPES IPHONE 12 ACCESSORIES OTTERBOX & BELT CLIP-L. DU NEW IPHONE CASES & SCRIN PR TOTAL:	73.98 52.95 20.00 5.15 26.90 19.56 18.58 39.79 <u>83.02</u> 339.93
Building Maintenance	General Fund	VIRTUAL PLUMBING INC AMERICAN STAMP & MARKING PRODUCTS INC O'REILLY AUTOMOTIVE STORES INC PRAIRIEFIRE COFFEE & ROASTERS AB PEST CONTROL INC ATR LIGHTING ENTERPRISES INC CINTAS CORPORATION STAPLES BUSINESS ADVANTAGE REEVES-WIEDEMAN COMPANY LINDYSPRING LAKE OF THE OZARKS	URINAL SHUT OFF VALVE REPA NAMEPLATES- OWENS & HENDRI NAMEPLATE- B. MCCROREY SPLIT WIRE CONDUIT COFFEE & HOT CHOCOLATE COFFEE & HOT CHOCOLATE CH PEST CONTROL REPLACEMENT LED LIGHTS BLDG DEPT UNIFORM RENTAL CH FLOOR MATS SPOONS TOILET PAPER & TOWELS BATHROOM TOWELS & PAPER TO PART FOR FAUCET REPR-DISPA FAUCET CONNCTR- DISPATCH URINAL KIT & SILICONE GRE BOTTLED WATER BOTTLED WATER BOTTLED WATER CH WTR COOLER RENTAL TOTAL:	200.00 43.72 24.91 7.99 164.50 84.50 85.00 238.32 2.11 94.04 22.88 79.33 98.31 71.00 15.50 88.49 7.29 13.29 7.29 <u>8.00</u> 1,356.47
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	ADVANCED TURF SOLUTIONS IN FIELD MAINTENANCE SUPPLIES	1,059.72 1,164.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES INC	TOWING KIT	37.99
			WIPER BLADES	25.58
			OIL FILTER	7.05
		FOSTER BROS WOOD PRODUCTS INC	PLAYGROUND MATERIAL	1,705.50
		MAGRUDER LIMESTONE CO INC	GRAVEL	602.21
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	10.50
		AMAZON CAPITAL SERVICES INC	CHEESE DISPENSER	409.99
			IPHONE 12 ACCESSORIES	9.29
			CLNR, SPONGES, BAGS, HOT COCO	123.13
			NEW IPHONE CASES & SCRIN PR	41.51
		N KOHL GROCER COMPANY	CONCESSION & PARK SUPPLIES	1,791.58
			TOTAL:	6,988.85
Human Resources	General Fund	MO POLICE CHIEFS ASSC	PRE EMPLOYMENT TESTING	72.60
		PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	135.00
			TOTAL:	207.60
Overhead	General Fund	SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	255.00
		ALPHAGRAPHS OF OSAGE BEACH	ADDITIONAL BUDGET BOOKS	110.64
		LOCKTON COMPANIES LLC	COLLECTOR/TREASURER BOND	290.00
		AMAZON CAPITAL SERVICES INC	NEW MICROPHONE COVERS	29.95
			TOTAL:	685.59
Police	General Fund	MO POLICE CHIEFS ASSC	MEMB RENEWAL 1/2023-TAYLOR	50.00
		LEON UNIFORM CO INC	UNDERVESTS- A. EDGAR	281.50
			JACKET- K. SEARS	192.00
			JACKETS- T. DAVIS	292.50
			BELT- N. VERPLOEG	77.50
			JACKETS- N. VERPLOEG	292.50
			UNIFORM & ACCESSORIES-WRIG	413.00
			UNIFORM SHIRTS- M. THOMAS	198.00
			UNDERVESTS- S. OWENS	150.00
			UNDERVEST SHIRT- S. OWENS	147.00
			SHIRTS, PANTS, JCKT- D. STAR	877.48
		SUN BADGE CO	BADGE REPAIRS & DET RIBBON	707.00
		INTOXIMETERS INC	DRY GAS	230.50
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT BULB- PD 27	7.31
		HEDRICK MOTIV WERKS LLC	TRNSMSSN & BRAKE REPAIR- P	1,823.27
			OIL CHANGE & BRAKE PADS- P	252.00
			THROTTLE BODY REPAIR- PD 1	173.48
			OIL CHNG & INSPCTN- 2010 F	336.94
			OIL CHNG, DRV BELT, LP BULB-	801.36
		SOUTHERN UNIFORM & EQUIPMENT	BELT- P. LEYVA	70.99
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- S. OWENS	39.50
		STAPLES BUSINESS ADVANTAGE	PAPER, DVD SLEEVES, SCRIN WIP	106.37
			MEMO PADS & STICKY NOTES	17.70
		AMAZON CAPITAL SERVICES INC	POWER ADAPTER	21.88
			IPHONE 12 ACCESSORIES	74.32
			NEW IPHONE CASES & SCRIN PR	332.12
			TOTAL:	7,966.22
911 Center	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	159.90
			SWIFFER WET JET MOP PADS	28.05
			PRE-INKED STAMP	18.76
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	9.29
			NEW IPHONE CASES & SCRIN PR	41.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	257.52
Planning	General Fund	AMAZON CAPITAL SERVICES INC	2022 WALL CALENDAR	25.90
			TOTAL:	25.90
Engineering	General Fund	AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	9.29
			NEW IPHONE CASES & SCRIN PR	41.51
			TOTAL:	50.80
Information Technology	General Fund	TYLER TECHNOLOGIES INC	MTR READING SOFTWARE UPGRA	2,400.00
			MTR READING SOFTWARE UPGRA	195.00
			EXECUTIME MAINT 5/2022-4/2	9,505.76
			METER READING INTRFCE SETU	65.00
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	9.29
			NEW IT OFFICE CHAIR	299.90
			NEW IPHONE CASES & SCRIN PR	41.52
		GFI DIGITAL	FINANCE & JEANA'S PRINTERS	3,753.20
			TOTAL:	16,269.67
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT ON WHELEN WARNING SY	595.00
		AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	270.00
			TOTAL:	865.00
Economic Development	General Fund	LAKE SUN LEADER 81525 & 1586450	RFP- STREET BANNERS	148.75
		SMART POSTAL CENTERS	EASTER BANNER	360.00
		LAMAR COMPANIES	NEW WALKWAY ON BILL BOARD	1,200.00
			TOTAL:	1,708.75
Transportation	Transportation	USABUEBOOK	LOCATOR RODDER	572.93
		PURCELL TIRE & RUBBER CO	TIRE REPAIRS- TRKS 62 & 53	70.49
		RP LUMBER INC	MATERIALS FOR REPAIR- JAYH	101.93
			LUMBER- ALL TRUCKS	229.00
		FASTENAL CO	GLOVES	271.15
			PARTS FOR SIGN MAINTENANCE	49.64
		ECONO SIGNS & BARRICADE LLC	MATERIALS FOR STREET SIGNS	1,626.10
		O'REILLY AUTOMOTIVE STORES INC	FUEL LINE- TRK 61	17.09
			DISCNNCT SET & ELECTRICAL	30.98
			SHOP TOWELS	13.98
			IGNITION TOOL- TRK 71	5.15
			TRACTOR FLUID- ALL EQUIPME	173.97
			DIELECTRIC GREASE- PARKWAY	27.98
			OIL FILTER- DODGE VAN	2.79
			DIESEL EXHAUST FLUID- BACK	14.99
			ANTIFREEZE- TRKS 53 & 62	21.98
			WIPER BLADE- SWEEPER	5.58
			IGNITION RELAY	16.30
		LAKE SUN LEADER 81525 & 1586450	ADV FOR BID-GRNWOOD DRN IM	141.05
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	58.30
		ATR LIGHTING ENTERPRISES INC	ADAPTER & LIGHTS- PARKWAY	156.70
			LED LIGHTS- PARKWAY	10,339.20
		SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	155.00
		STOCKMAN CONSTRUCTION CORP	MACE RD PH 2B IMPROV OB21-	37,632.76
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	138.41
			TRANS DEPT FLOOR MATS	8.19
			TRANS DEPT UNIFORMS	138.41
			TRANS DEPT FLOOR MATS	8.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANS DEPT UNIFORMS	138.41
			TRANS DEPT FLOOR MATS	8.19
		PARKWAY PLAZA TIRE	WHEEL ALIGNMENT- TRK 59	25.00
			ALIGNMENT CHECK- TRK 69	25.00
		SCOTTS CONCRETE	AUG YARDAGE DISCOUNT	26.00-
			SEPT YARDAGE DISCOUNT	16.00-
			OCT YARDAGE DISCOUNT	32.00-
			NOV YARDAGE DISCOUNT	36.00-
			JAN YARDAGE DISCOUNT	22.00-
		AMAZON CAPITAL SERVICES INC	CONCRETE- PASSOVR TO JAYHA	594.25
			IPHONE 12 ACCESSORIES	12.39
			GUILLOTINE TRIMMER- SIGN S	273.00
			E-Z FLUSH RETROFIT KIT	48.49
			LABEL MAKER & LABEL TAPE	26.65
			HARD HATS & VESTS	73.10
			WARNING FLAGS- SIGN ON CHA	26.98
			TONER	19.33
			NEW IPHONE CASES & SCRIN PR	55.35
		COCHRAN ENGINEERING	ENG GENERAL CONSULT 02/22	6,550.50
			AUTUMN LANE ENG 02/22	2,297.50
			GREENWOOD DRAINAGE ENG 02/	1,432.50
			INDUSTRIAL DR ENG 02/22	41.25
			LIFT STATION IMPROV 02/22	52.50
			MACE RD END 02/22	127.50
			BLUFF DRIVE ENG 02/22	1,550.00
			AMY LANE ENG 02/22	3,501.25
			WATER MAIN LOOPING ENG 02/	1,540.00
			ANTIOCH WTR & SWR ENG 02/2	2,331.25
			ELBOW CAY SNYDER ENG 02/22	2,055.00
			253 W END CIR ENG 02/22	130.00
			EAST OB PKWY PRJCT SC21-12	10,680.25
			INDUSTRIAL DR PRJCT SC21-1	5,783.22
			GOLDIE PEARL PRJCT SC21-13	3,000.00
		HERITAGE TRACTOR INC	INSERT FOR TRACTOR	15.59
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 2/10-3/10/2	365.82
		CRAFCO INC	PAINT BEADS FOR CITY STREE	3,536.00
			TOTAL:	98,212.51
Water	Water Fund	USABUEBOOK	LOCATOR RODDER	572.94
		HACH CO	HARDNESS REAGENT	32.92
		SCHULTE SUPPLY INC	METERS, GASKETS, ANTENNAS	99,334.80
		D&R MATERIALS	SEED & STRAW- AZALEA	115.56
		O'REILLY AUTOMOTIVE STORES INC	PAINT & MOTOR OIL- FLEET M	41.97
			WIPER BLADES- TRK 52	40.78
			HEX KEY SET- TRK 58	7.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	58.30
		CORE & MAIN LP	PARTS FOR EDDY HYD REPAIR	248.69
			PARTS FOR METER INVENTORY	1,960.77
			PARTS FOR REPAIR- SUMMIT O	227.96
			PARTS FOR REPAIR-PASSOVER	148.33
			METER IDLER & GASKET	1,330.30
			METER IDLER	1,222.40
			PARTS FOR INVENTORY	1,455.24
			LOCATOR PAINT	118.08
			VALVE BOX FOR INVENTORY	88.60
		SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	63.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	WATER DEPT UNIFORMS	98.92
			WATER DEPT FLOOR MATS	8.18
			WATER DEPT UNIFORMS	96.83
			WATER DEPT FLOOR MATS	8.18
			WATER DEPT UNIFORMS	108.52
			WATER DEPT FLOOR MATS	8.18
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	30.97
			E-Z FLUSH RETROFIT KIT	48.49
			LABEL MAKER & LABEL TAPE	26.65
			HARD HATS & VESTS	73.10
			DRY ERASE BOARD	67.99
			HI VIS JACKET- J. LUTTRELL	40.85
			PROTECTIVE HARD CASE	67.00
			TONER	19.33
			NEW IPHONE CASES & SCRIN PR	138.38
		GFI DIGITAL	UB PRINTER MAINT 3/2022-4/	9.37
			TOTAL:	107,919.57
Sewer	Sewer Fund	USABLUBOOK	LOCATOR RODDER	572.94
			DIGESTER-ODOR CONTROL ROCK	11,727.63
		RP LUMBER INC	CONCRETE & BITS- INVENTORY	15.97
		HORNER & SHIFRIN INC	TAN TAR A SEWER ASSES FINA	16,081.35
		O'REILLY AUTOMOTIVE STORES INC	OIL FILTERS- TRKS 4 & 72	98.28
			OIL FILTER & ANTIFREEZE-TR	77.96
			OIL FILTER & ANTIFREEZE-TR	77.96
			OIL FILTER & ANTIFREEZE-TR	77.97
			WIPER FLD & HOSE CLAMPS-TR	6.23
			AMP FUSES- INVENTORY	14.97
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS FOR REPAIR-253 W END	777.76
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	58.30
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	38,068.19
		CROWN POWER & EQUIPMENT	NEW BLOWER	625.00
		DAM STEEL SUPPLY	PIPE FOR REPAIR- HOLIDAY I	693.00
		CORE & MAIN LP	PARTS FOR REPAIR- G/S 319	1,008.72
		SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	80.00
		JCI INDUSTRIES INC	PUMP REPAIRS	750.00
			PUMP REPAIRS	750.00
			PUMP REPAIRS	1,845.00
			STATOR, BEARINGS, HYDRIC K	5,700.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	130.40
			SEWER DEPT FLOOR MATS	8.18
			SEWER DEPT UNIFORMS	114.91
			SEWER DEPT FLOOR MATS	8.18
			SEWER DEPT UNIFORMS	112.05
			SEWER DEPT FLOOR MATS	8.18
		SAKELARIS FORD LINCOLN OF CAMDENTON	REPAIRS- TRK 71	379.09
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	40.25
			BCKUP CAMERA & LIGHT BAR	227.97
			FIRST AID KIT, FLIP PHNE P	234.55
			E-Z FLUSH RETROFIT KIT	48.51
			LABEL MAKER & LABEL TAPE	26.67
			HARD HATS & VESTS	73.11
			GLOVES	485.90
			CLAMP METER	34.99
			TONER	19.33
			NEW IPHONE CASES & SCRIN PR	179.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT- KK3-7	174.11
			GENERATOR MAINT- KK1-A	160.11
		CARDINAL PUMP COMPANY	SUB GRNDR,DISCHRG KIT,CAP	1,634.39
		GFI DIGITAL	UB PRINTER MAINT 3/2022-4/	<u>9.38</u>
			TOTAL:	83,217.38
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	SHIRT- F. HANDY	82.00
		CLIA LABORATORY PROGRAM	CERTIFICATE FEE 9/2022-9/2	180.00
		PRECISION AUTO & TIRE SERVICE LLC	ROTATE TIRES- M8	40.00
		SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	11.00
		STAPLES BUSINESS ADVANTAGE	TONER	71.03
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	9.29
			NEW IPHONE CASES & SCRIN PR	41.51
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	44.50
			MEDICAL SUPPLIES	292.74
			MEDICAL SUPPLIES	68.40
			MEDICAL SUPPLIES	28.74
			MEDICAL SUPPLIES	<u>142.56</u>
			TOTAL:	1,011.77
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7680 GAL LCF JET FUEL	25,702.11
			5850 GAL LCF AV GAS	25,293.64
		SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	40.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	5.63
		STAPLES BUSINESS ADVANTAGE	TONER	112.86
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	4.65
			NEW IPHONE CASES & SCRIN PR	20.76
		SMITH PAPER & JANITOR SUPPLY CO INC	PAPER TOWELS & TRASH BAGS	<u>120.82</u>
			TOTAL:	51,300.47
Grand Glaize Airport	Grand Glaize Airpo	SETON IDENTIFICATION PRODUCTS	ASSET ID TAGS	7.45
		CINTAS CORPORATION	GG UNIFORM RENTAL	7.13
		AMAZON CAPITAL SERVICES INC	IPHONE 12 ACCESSORIES	4.63
			NEW IPHONE CASES & SCRIN PR	20.76
		SMITH PAPER & JANITOR SUPPLY CO INC	PAPER TOWELS	<u>20.03</u>
			TOTAL:	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			39,880.79
20	Transportation			98,212.51
30	Water Fund			107,919.57
35	Sewer Fund			83,217.38
40	Ambulance Fund			1,011.77
45	Lee C. Fine Airport Fund			51,300.47
47	Grand Glaize Airport Fund			60.00

	GRAND TOTAL:			381,602.49

TOTAL PAGES: 7

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction for the Autumn Lane Improvements Project for an amount not to exceed \$192,999.00. *Second Reading*

Requested Action:

Second Reading of Bill #22.12

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-733210 Special Road District Projects

FY2022 Budgeted Amount: \$233,500

FY2022 Expenditures to Date (03/08/22): (\$ 0.00)

FY2022 Available: \$233,500

FY2022 Requested Amount: \$192,999

Department Comments and Recommendation:

This project was bid in February and the bid opening took place on February 28th. The City received 4 bids for the Autumn Lane Improvements Project. The bid tab and the Stockman Construction's bid information is attached. Stockman Construction is the low bidder with a bid amount of \$192,999.00. The City has worked with Stockman Construction multiple times in the past with good results. Most recently they completed the Mace Road Phase 2B project for the City. The budget for this project is \$155,500. This is a project that is being funded by the Osage Beach Special Road District. The

Special Road District has made it clear that the City will need to cover the difference between funds that the Special Road District has committed to this project (154,393.25) and the low bid mentioned above.

Project Budget = \$155,500
Stockman Constructions Bid = \$192,999
Difference = \$37,499

I spoke with Dave Van Leer about the bids for this project. He states that the bids are higher than the budget due to the rising cost of construction materials. Cochran Engineering and City Staff do not believe that rebidding this project would result in the City getting bids lower than what we have here.

A budget amendment will follow this agenda item.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-12 is in correct form.

City Administrator Comments:

The first reading was read and approved at the March 17, 2022 Board of Aldermen meeting.

Autumn Lane Improvement Project timeline of events:

- **April 2019** - Osage Beach Special Road District (OBSRD) commissioners approved a financial commitment of up to \$51,000 based on the project estimates at that time,
- **September 2019** - The Board of Aldermen approved City staff to work on the project, providing preliminary and construction engineering for the project,
- **2020** - ROW determinations, property owner contacts, and other legal work took place in 2020, but otherwise work on the project was slow throughout the year; this was mainly due to changes in City staff and various effects of the pandemic,
- **May 2021** - Cochran Engineers presented project details the the Board of Aldermen; the Board of Aldermen recommended scope changes to the project to include the design of the project meet City design guidelines, extending the project to the City limits, as well as ensuring the necessary steps were to be taken to bring the road into City inventory upon completion,
- **August 2021** - Cochran Engineers presented to the Board of Aldermen the revised project scope based on the direction received in May and the updated project estimate, \$154,393.25,
- **September 2021** - OBSRD committed additional funds based on the updated scope and estimate for a total financial commitment of \$154,393.25
- **February 2021** - The project was bid, resulting in a favorable low bid of

\$192,999; cost increases over the engineer's estimate are contributed to current market factors; the OBSRD was presented with the bid details at their February meeting along with a request to consider additional funding,

- **March 2021** - At the March 3, 2022 Board of Aldermen meeting, OBSRD Commissioner Ron Schmitt stated to the Board that the OBSRD was appreciative of the joint effort on this project; also stating per their meeting in February, the district would not be committing additional funding but encouraged the City to move forward with the project.

Based on the FY2022 Operating Budget, y/e estimated unrestricted monies in the Transportation Fund could cover the additional cost to the City, should the contract be awarded. A budget amendment bill follows this request, outlining a budget amendment of \$37,500.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH STOCKMAN CONSTRUCTION CORP. FOR THE AUTUMN LANE IMPROVEMENTS IN AN AMOUNT NOT EXCEED \$192,999.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Ninety-Two Thousand, Nine Hundred Ninety-Nine Dollars. (192,999.00)

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

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

READ FIRST TIME: March 17, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.12 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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. 22.12.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

Autumn Lane Improvements

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 **Stockman Construction Corp.** a Missouri Corporation 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:

Autumn Lane Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Hundred Ninety-Two Thousand Nine Hundred and Ninety Nine Dollars and zero cent (\$192,999.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Autumn Lane 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 _____
_____ 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
Autumn Lane Improvements
Osage Beach Project No. OB21-006
February 28, 2022**



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

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Item	Description	Unit	Quantity	Engineer's Estimate		Stockman Construction		Don Schnieders Excavating	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,690.00	\$ 9,690.00	\$ 26,000.00	\$ 26,000.00
2	Removal of Existing Improvements	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,920.00	\$ 6,920.00
3	Clearing and Grubbing	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 7,710.00	\$ 7,710.00
4	On-Site Earthwork	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 31,500.00	\$ 31,500.00	\$ 23,545.00	\$ 23,545.00
5	Unclassified Excavation (Roadway Cut)	CY	355	\$ 40.00	\$ 14,200.00	\$ 32.00	\$ 11,360.00	\$ 75.50	\$ 26,802.50
6	Concrete Barrier Curb & Gutter	LF	500	\$ 32.00	\$ 16,000.00	\$ 32.00	\$ 16,000.00	\$ 34.15	\$ 17,075.00
7	Concrete Roll Back Curb & Gutter	LF	445	\$ 32.00	\$ 14,240.00	\$ 33.00	\$ 14,685.00	\$ 36.25	\$ 16,131.25
8	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	60	\$ 35.00	\$ 2,100.00	\$ 40.00	\$ 2,400.00	\$ 101.50	\$ 6,090.00
9	Aggregate Base - Type V (10" thick)	Ton	457	\$ 35.00	\$ 15,995.00	\$ 38.00	\$ 17,366.00	\$ 31.85	\$ 14,555.45
10	Asphalt Pavement - Bituminous Base (2" thick)	Ton	103	\$ 135.00	\$ 13,905.00	\$ 145.00	\$ 14,935.00	\$ 141.15	\$ 14,538.45
11	Asphalt Pavement - Type BP-1 (2" thick)	Ton	103	\$ 135.00	\$ 13,905.00	\$ 146.00	\$ 15,038.00	\$ 141.15	\$ 14,538.45
12	Concrete Driveway Apron (6" thick)	SY	74	\$ 65.00	\$ 4,810.00	\$ 88.00	\$ 6,512.00	\$ 169.00	\$ 12,506.00
13	Gravel Driveway Repair	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,815.00	\$ 3,815.00
14	Curb Inlet Box (Box #1)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,103.00	\$ 5,103.00
15	Grated Curb Inlet Box (Box #2)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,139.00	\$ 4,139.00
16	24-inch dia. Storm Sewer	LF	42	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00	\$ 259.00	\$ 10,878.00
17	24-inch dia. Flared End	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,220.00	\$ 2,440.00	\$ 1,228.00	\$ 2,456.00
18	Rip-Rap	SF	176	\$ 15.00	\$ 2,640.00	\$ 11.00	\$ 1,936.00	\$ 10.65	\$ 1,874.40
19	4-foot wide Concrete Swale	LF	11	\$ 100.00	\$ 1,100.00	\$ 66.00	\$ 726.00	\$ 110.00	\$ 1,210.00
20	Electrical Connection & Pull Box	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 5,572.00	\$ 5,572.00	\$ 3,450.00	\$ 3,450.00
21	Relocation of Existing Electric Meter, Disconnect Box, & Conduit	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,840.00	\$ 2,840.00	\$ 6,010.00	\$ 6,010.00
22	Mailbox Relocation	EA	4	\$ 250.00	\$ 1,000.00	\$ 50.00	\$ 200.00	\$ 500.00	\$ 2,000.00
23	Water Meter Relocation & Grade Adjustment	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 1,350.00	\$ 1,350.00	\$ 3,200.00	\$ 3,200.00
24	Silt Fence	LF	76	\$ 6.00	\$ 456.00	\$ 4.00	\$ 304.00	\$ 12.00	\$ 912.00
25	Erosion Control Blanket	SY	215	\$ 5.00	\$ 1,075.00	\$ 3.00	\$ 645.00	\$ 3.35	\$ 720.25
26	Finish Grading and Seeding	AC	0.3	\$ 10,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,500.00	\$ 22,400.00	\$ 6,720.00
27	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$ 173,376.00		\$ 192,999.00		\$ 248,899.75

**Bid Tabulation
Autumn Lane Improvements
Osage Beach Project No. OB21-006
February 28, 2022**



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

Item	Description	Unit	Quantity	Spalding Constructors		B & P Patterson	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 23,000.00	\$ 23,000.00
2	Removal of Existing Improvements	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
3	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00
4	On-Site Earthwork	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
5	Unclassified Excavation (Roadway Cut)	CY	355	\$ 25.00	\$ 8,875.00	\$ 45.00	\$ 15,975.00
6	Concrete Barrier Curb & Gutter	LF	500	\$ 35.00	\$ 17,500.00	\$ 45.00	\$ 22,500.00
7	Concrete Roll Back Curb & Gutter	LF	445	\$ 35.00	\$ 15,575.00	\$ 45.00	\$ 20,025.00
8	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	60	\$ 30.00	\$ 1,800.00	\$ 35.00	\$ 2,100.00
9	Aggregate Base - Type V (10" thick)	Ton	457	\$ 40.00	\$ 18,280.00	\$ 30.00	\$ 13,710.00
10	Asphalt Pavement - Bituminous Base (2" thick)	Ton	103	\$ 220.00	\$ 22,660.00	\$ 140.25	\$ 14,445.75
11	Asphalt Pavement - Type BP-1 (2" thick)	Ton	103	\$ 220.00	\$ 22,660.00	\$ 141.25	\$ 14,548.75
12	Concrete Driveway Apron (6" thick)	SY	74	\$ 60.00	\$ 4,440.00	\$ 95.00	\$ 7,030.00
13	Gravel Driveway Repair	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
14	Curb Inlet Box (Box #1)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00
15	Grated Curb Inlet Box (Box #2)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00
16	24-inch dia. Storm Sewer	LF	42	\$ 100.00	\$ 4,200.00	\$ 115.00	\$ 4,830.00
17	24-inch dia. Flared End	EA	2	\$ 500.00	\$ 1,000.00	\$ 900.00	\$ 1,800.00
18	Rip-Rap	SF	176	\$ 5.00	\$ 880.00	\$ 8.00	\$ 1,408.00
19	4-foot wide Concrete Swale	LF	11	\$ 150.00	\$ 1,650.00	\$ 60.00	\$ 660.00
20	Electrical Connection & Pull Box	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,136.00	\$ 3,136.00
21	Relocation of Existing Electric Meter, Disconnect Box, & Co	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 5,464.00	\$ 5,464.00
22	Mailbox Relocation	EA	4	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00
23	Water Meter Relocation & Grade Adjustment	LS	1	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,500.00
24	Silt Fence	LF	76	\$ 4.00	\$ 304.00	\$ 8.00	\$ 608.00
25	Erosion Control Blanket	SY	215	\$ 3.50	\$ 752.50	\$ 5.00	\$ 1,075.00
26	Finish Grading and Seeding	AC	0.3	\$ 15,000.00	\$ 4,500.00	\$ 16,000.00	\$ 4,800.00
27	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID				\$ 220,526.50		\$ 217,415.50	

Autumn Lane Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	9690.-	9690.-
2	Removal of Existing Improvements	LS	1	3000.-	3000.-
3	Clearing and Grubbing	LS	1	5500.-	5500.-
4	On-Site Earthwork	LS	1	31500.-	31500.-
5	Unclassified Excavation (Roadway Cut)	CY	355	32.-	11360.-
6	Concrete Barrier Curb & Gutter	LF	500	32.-	16000.-
7	Concrete Roll Back Curb & Gutter	LF	445	33.-	14685.-
8	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	60	40.-	2400.-
9	Aggregate Base - Type V (10" thick)	Ton	457	38.-	17366.-
10	Asphalt Pavement - Bituminous Base (2" thick)	Ton	103	145.-	14935.-
11	Asphalt Pavement - Type BP-1 (2" thick)	Ton	103	146.-	15038.-
12	Concrete Driveway Apron (6" thick)	SY	74	88.-	6512.-
13	Gravel Driveway Repair	LS	1	3000.-	3000.-
14	Curb Inlet Box (Box #1)	LS	1	4000.-	4000.-
15	Grated Curb Inlet Box (Box #2)	LS	1	3300.-	3300.-
16	24-inch dia. Storm Sewer	LF	42	100.-	4200.-
17	24-inch dia. Flared End	EA	2	1220.-	2440.-
18	Rip-Rap	SF	176	11.-	1936.-
19	4-foot wide Concrete Swale	LF	11	66.-	726.-
20	Electrical Connection & Pull Box	LS	1	5572.-	5572.-
21	Relocation of Existing Electric Meter, Disconnect Box, & Control Panel	LS	1	2840.-	2840.-
22	Mailbox Relocation	EA	4	50.-	200.-
23	Water Meter Relocation & Grade Adjustment	EA	1	1350.-	1350.-
24	Silt Fence	LF	76	4.-	304.-
25	Erosion Control Blanket	SY	215	3.-	645.-
26	Finish Grading and Seeding	AC	0.3	15000.-	4500.-
27	Force Account	LS	1	\$10,000	10000.-
Total Base Bid:					192,999.-

TOTAL BID IN WRITING: One hundred ninety two thousand nine hundred ninety nine.

Autumn Lane Improvements

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 11:00 am this 17 day of February, 2022
 LICENSE or CERTIFICATE NUMBER, if applicable 2021-221

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No. _____

Autumn Lane Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

IF A CORPORATION:

Name of Corporation

By

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder:

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

Telephone No.

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Name and Address of its: President

Secretary

6722 Kolb Lane J.C. MO 65101

6616 Kolb Lane J.C. MO 65101

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

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

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

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
See Attached			

- b. List of equipment available for this job.

Trackhoe	Dump trucks
mini Trackhoe	
Skid steer	
Motor Grader	

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

<u>(Name)</u>	<u>(Type of Work)</u>
Capital Paving	Asphalt
R-Electric Inc.	Electrical

This report is an integral part of the proposal.

Dated 2-17-2022
 By Dennis M. Bunn
 Title President

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-13- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Operating Budget, Transfer of Funds for Necessary Expenses for the Autumn Lane Improvement Project. *Second Reading*

Requested Action:

Second Reading of Bill #22-13

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 22-13 is in correct form.

City Administrator Comments:

The first reading was read and approved at the March 17, 2022 Board of Aldermen meeting.

This bill requests amendment to the FY2022 Operating Budget and corresponds to a preceding bill on the agenda which requests award of the construction contract for the

Autumn Lane Improvement Project. If said contract is awarded, a budget amount of \$37,500 is necessary for 20-00-773210 *Special Road District Project* line item to cover the awarded contract.

Amendment Requested:

	<u>Current Budget</u>	<u>Amended Budget Request</u>	<u>Addition/(Subtraction)</u>
20-00-773210 Special Road District Projects	\$233,500	\$271,000	\$37,500

BILL NO. 22-13

ORDINANCE NO. 22.13

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 21.78 ADOPTING THE 2022 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES FOR THE AUTUMN LANE IMPROVEMENT PROJECT.

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

Section 1. That the 2022 Annual Operating Budget adopted as Ordinance No. 21.78 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
20-00-773210 Special Road District Projects	\$233,500	\$271,000

Section 2. In all other respects the 2022 Annual Operating Budget adopted in Ordinance No. 21.78 remains in full force and effect.

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

READ FIRST TIME: March 17, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.13 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.13.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Presentation - Tan Tar A Sewer Assessment presentation by Christy Wilson with Horner and Shifrin.

Requested Action:

Presentation - Tan Tar A Sewer Assessment presentation by Christy Wilson with Horner and Shifrin.

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

On April 15, 2021, the Board of Aldermen gave approval for the City of contract with Horner and Shifrin to assess the condition of the sewer infrastructure in the Tan Tar A estates area. This assessment was done with guidance from the Missouri Department of Natural Resources in an effort to identify cost estimates for repairs or upgrades to the system and the viability of loan and/or grant opportunities through DNR.

Included is the presentation that was provided by Horner and Shifrin and the first 43 pages of the Tan Tar A Sewer Assessment. Anyone interested in getting a copy of the whole report can contact Tara Berreth, City Clerk, and she can provide a copy.

City Attorney Comments:

Not Applicable

City Administrator Comments:

This is the first step in outlining the current conditions in the assessed area. Next steps will involve further planning of project details and timelines, and funding/financing options as it pertains to city-specific details. The PW Operations Manager and City engineers will need further time to review in detail, and I will begin my review, with the assistance of the City Treasurer's Office, into funding/financing. The assessment was funded through the SCEAP grant through MoDNR.



TANTARA ESTATES

SEWER ASSESSMENT

APRIL 7, 2022

HORNER  SHIFRIN

AGENDA



PURPOSE



INSPECTIONS



PROPOSED
IMPROVEMENTS



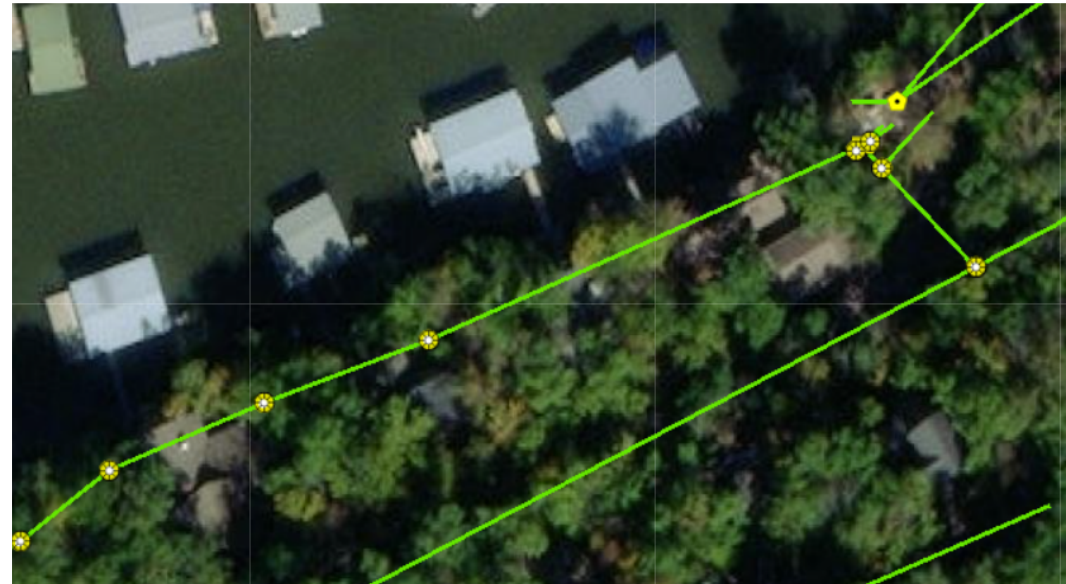
PROJECT COSTS



FUNDING
OPTIONS

PURPOSE

- Sanitary Sewer Overflows
- Access
- Emergency Maintenance
- Sewer Location



INSPECTIONS

Survey & MH Inspections

Smoke Testing

CCTV Inspection

Pump Station Review

SURVEY & MANHOLE INSPECTIONS

- 96 of 153 Structures (62%)
- Non-Standard Square Manholes
- 24 (25%) Rehabilitation

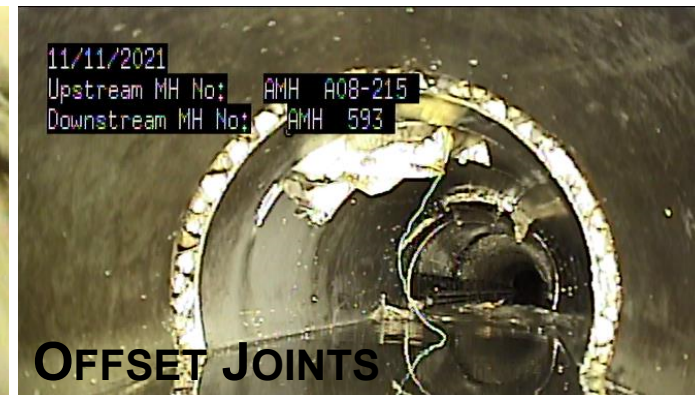
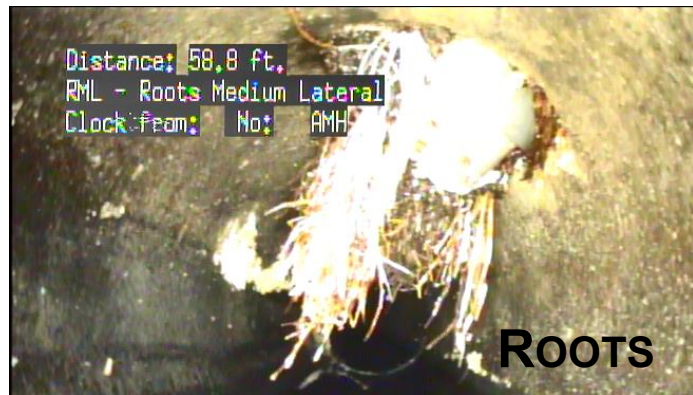


SMOKE TESTING



CCTV INSPECTIONS





CCTV INSPECTIONS

PROPOSED IMPROVEMENTS

1. Closed Circuit TV inspections of all sewers within the subdivision
2. Rehabilitate existing collection system to reduce I&I areas with a cured-in-place (CIP) lining process
3. Remove and replace sewer pipes with structural issues that cannot be lined
4. Realign sewers to improve access and maintenance
5. Install new manholes where sewers were constructed without access for maintenance
6. Rehabilitate existing manholes to reduce inflow and infiltration
7. Pressure test lateral connections and grout to reduce I/I, as needed
8. Upgrade existing lift stations to improve operations and access
9. Obtain easements for sewers and lift stations

PROPOSED IMPROVEMENTS



PROJECT COSTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
CIPP Liner - 8"	15,300	LF	\$40	\$ 612,000
New 8" Sewer	1,500	LF	\$150	\$ 225,000
Excavation	465	CY	\$80	\$ 37,200
New Manhole	30	EA	\$3,500	\$ 105,000
Manhole Rehabilitation	40	EA	\$2,500	\$ 100,000
Replace Manhole Frame & Cover	5	EA	\$2,200	\$ 11,000
Pressure Test Lateral	200	EA	\$650	\$ 130,000
Lateral Grouting for I/I reduction	150	EA	\$100	\$ 15,000
Pump Station Rehab	16	EA	\$200,000	\$3,200,000
Abandon & Fill Existing Sewers	40	CY	\$425	\$ 17,000
Abandon/Remove Existing Manholes	30	EA	\$1,200	\$ 36,000
New Simplex Grinder Lift Station	26	EA	\$20,000	\$ 520,000
Mobilization	4%			\$ 200,800
Restoration	11%			\$ 551,000
Opinion of Construction Cost				\$5,760,000
Engineering				\$1,512,000
Administration				\$ 633,000
TOTAL PROJECT COST				\$7,905,000

FUNDING OPTIONS

1. American Rescue Plan Act
2. Clean Water State Revolving Fund *
3. USDA Rural Development *
4. Private Financing
5. User Rates

** Requires Bond election*



QUESTIONS?

HORNER  SHIFFRIN

Preliminary Engineering Report

for

Tan-Tar-A Estates

in the

City of Osage Beach, Missouri

1000 City Parkway
Osage Beach, MO 65065

Sewer Assessment

March 4, 2022

Project #2100100

Prepared by:
Horner & Shifrin, Inc.
The Power House at Union Station
401 South 18th Street, Suite 400
St. Louis, MO 63103
voice 314.531.4321
fax 844.339.2910



www.HornerShifrin.com

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Appendix I – FEMA Flood Map

Appendix II – Existing Collection System Map

Appendix III – Manhole Inspections and Survey

Appendix IV –Smoke Testing Results

Appendix V – CCTV Inspection Results

Appendix VI – Proposed Improvements

Appendix VII – CCTV Reports

Appendix VIII – Environmental Review

Appendix IX – NPDES Permit

Appendix X – 2021 Budget

I. EXECUTIVE SUMMARY

The report focuses on the collection system Tan-Tar-A Estates residential subdivision only and does not include the resort area or the entire collection system operated and maintained by the City of Osage Beach, Missouri. The wastewater collection system for the Tan-Tar-A Estates subdivision, located in Camden County, is operated and maintained by the City of Osage Beach. The collection system experiences inflow and infiltration (I&I) during rain events and has experienced overflows resulting from line blockages and lift station damage. Limited access to structures and lift stations makes maintenance difficult. Improvements are recommended to reduce the risk of sanitary overflow, meet regulatory improvements, and improve the quality of service provided to property owners in the subdivision.

The following infrastructure improvements have been identified for the wastewater collection system in Tan-Tar-A Estates:

1. Closed Circuit TV inspections of all sewers within the subdivision
2. Rehabilitate existing collection system to reduce I&I areas with a cured-in-place (CIP) lining process
3. Remove and replace sewer pipes with structural issues that cannot be lined
4. Realign sewers to improve access and maintenance
5. Install new manholes where sewers were constructed without access for maintenance
6. Rehabilitate existing manholes to reduce inflow and infiltration
7. Pressure test lateral connections and grout to reduce I/I, as needed
8. Upgrade existing lift stations to improve operations and access
9. Obtain easements for sewers and lift stations

The opinion of construction cost for the improvements is estimated to be \$5,760,000. The total opinion of project cost, including design engineering, easement acquisition, contingency, and administration fees, is estimated to be \$7,905,000.

According to the 2010 U.S. Census, the population for the City of Osage Beach is 4,351, and the Median Household Income (MHI) is \$43,970. Based on the

City's statistics, it is recommended to use USDA Rural Development Funding. This will allow the City to obtain a low-interest loan, estimate at 1.75% for 35 years, to complete the improvements.

An environmental assessment was completed to supplement the preliminary engineering report to assess environmental impacts and identify any concerns that need to be addressed or mitigated during project design.

II. INTRODUCTION

The City of Osage Beach, Missouri is located primarily in Camden County with a portion of the eastern side of the City located in Miller County. The City has a population of 4,351 (2010 Census) with approximately 240,000 visitors annually. The City provides wastewater treatment for residents at the joint sewer treatment plant shared by the Cities of Lake Ozark and Osage Beach, located adjacent to the Osage River. The plant collects, treats, and disposes an average of 2 million gallons of sewage daily from both Cities. The current permit is included in Appendix IX. The City of Osage Beach began sewer infrastructure and operations in the mid-1980s and now serves over 6,300 equivalent users with infrastructure that includes over 143 miles of pressured sewer lines, over 9 miles of gravity sewer lines, 57 major lift stations, 1,115 grinder (minor) lift stations, 7 odor control facilities, and 1 equalization basin.

Tan-Tar-A Estates is a resort community serviced by the City of Osage Beach, Missouri, which is located just outside the city limits in Camden County, off State Road KK. Tan-Tar-A was originally developed as the first major resort on the Lake of the Ozarks in 1960. Over the years, a group of residential vacation homes were developed in the adjoining area. The residential area consists of approximately 200 homes and covers 0.2 square miles. The City's wastewater system for Tan-Tar-A Estates includes approximately 32,000 linear feet of 3-inch to 12-inch diameter gravity sewer, approximately 153 manholes, over 3,400 feet of forcemain, and 17 lift stations. The City acquired the Tan-Tar-A Estates system in 1988. The infrastructure is aging, and the City has identified system deterioration and inflow and infiltration (I&I) throughout the collection system. The focus of this Facility Plan is to identify improvements needed in the Tan-Tar-A Estates collection system.

Visual manhole inspections were completed for 95 structures as well as smoke testing of approximately 10,000 linear feet of public sanitary sewer. In addition to visual inspection and smoke testing, sewer inspections using CCTV were completed for approximately 1,740 feet of gravity mains. This information will be used to identify the condition of the existing sewer system and determine the extent of in-situ repairs, replacement, and rehabilitation needed throughout the collection system.

City of Osage Beach is the owner, operator and continuing authority for the wastewater collection system and a joint owner of the treatment facility:

City of Osage Beach
Kevin Crooks
Public Works Operations Manager
1000 City Parkway
Osage, MO 65065
(573) 302-2000

III. EXISTING FACILITIES

A. General Vicinity/Location Map – Location and service maps are provided for reference at the end of this section (Pages 6 and 7). The service area for Tan-Tar-A Estates covers 0.2 square miles, extending from the Lake of the Ozarks north to State Road KK, and from west of Walkers Cay Drive to south of Keystone Drive. As indicated on the FIRM, (Appendix I) the 100-year flood elevation is 664 feet and extends to the shores just past the docks. Higher groundwater conditions within the floodplain could increase inflow and infiltration into the collection system. The existing wastewater treatment facility is located in Lake Ozark, just southeast of the Bagnell Dam.

B. Demographics – Tan-Tar-A Estates is located in Osage Beach, MO, which is located in Camden County. According to the 2020 US Census, Osage Beach experienced a population increase of 6.6% between 2010 and 2020, up from 4,351 to 4,637. The Median Household Income (MHI) obtained from the US Census

website is \$43,970. The project area is mostly built-out and no population increase is included in the 35-year design for the project design.

C. Conditions of Facilities –The collection system for Tan-Tar-A Estates is located to the west of the Tan-Tar-A Resort and is located around the Tan-Tar-A Golf Club. Based on the available facility maps, the wastewater collection system consists of approximately 32,000 linear feet of gravity sewer, ranging from 3-inch to 12-inch diameter pipe, approximately 153 manholes, over 3,400 feet of forcemain, and 17 lift stations. The gravity sewer was constructed primarily of truss pipe and includes many square manhole structures. Appendix II shows a map of the overall sewer system for Tan-Tar-A Estates. A listing of the 17 lift stations in the Tan-Tar-A Estates system are shown in the table below.

No.	Lift Station Name	Address	# of Pumps	Pump Type	Hp
1	586	109 Waterscape Dr.	2	Simplex	2
2	587A	327 West End Cir.	2	Duplex	2
3	587B	253 West End Cir.	2	Duplex	3
4	587C	337 West End Cir.	2	Duplex	3
5	588	640 MoonGate	2	Duplex	10.7
6	589	512 MoonGate Dr.	2	Duplex	3
7	590	506 MoonGate Dr.	2	Simplex	2
8	591	33 Elbow Cay	2	Duplex	5
9	592	219 Elbow Cay	2	Duplex	2
10	592A	657 Walkers Cay	2	Duplex	2
11	593	443 Elbow Cay	2	Duplex	24.8
12	593A	369 Elbow Cay	2	Duplex	2
13	594	13 Tavern Cay	2	Duplex	5
14	595	37 Top Sail	2	Duplex	2
15	596	81 Top Sail	1	E-One Pump	N/A
16	597	40 Abaco Pt.	1	Sump Pump	N/A
17	KK-6-12	455 Walkers Cay	2	Duplex	24.8

Review of documents show several sanitary sewer overflows (SSOs) have occurred in the Tan-Tar-A Estates area and were reported to the Missouri

Department of Natural Resources. These overflows resulted from blockages in the gravity sewer system from roots and debris or from malfunctioning lift stations.

1. Inspections - Manhole inspections and smoke testing were completed to evaluate the condition of the collection system and identify sources of inflow and infiltration into the system. A total of 96 of the 153 manholes were inspected within the Tan-Tar-A Estates collection system. Appendix III shows a map of the structures that were surveyed and inspected. Approximately 24 manholes were identified for rehabilitation to reduce inflow and infiltration.

Smoke testing inspections of the gravity sewers were completed in the Tan-Tar-A Estates areas for approximately 10,000 linear feet of sewer. A total of 16 defects were identified, with 7 or 44% from private sources and 9 or 56% from public sources. Of the 7 private defects, the majority at 4 are associated with cleanouts. Smoking manholes account for the 9 public defects. A breakdown of the defect types is shown in the table below. Appendix IV shows a map of the smoke defects found.

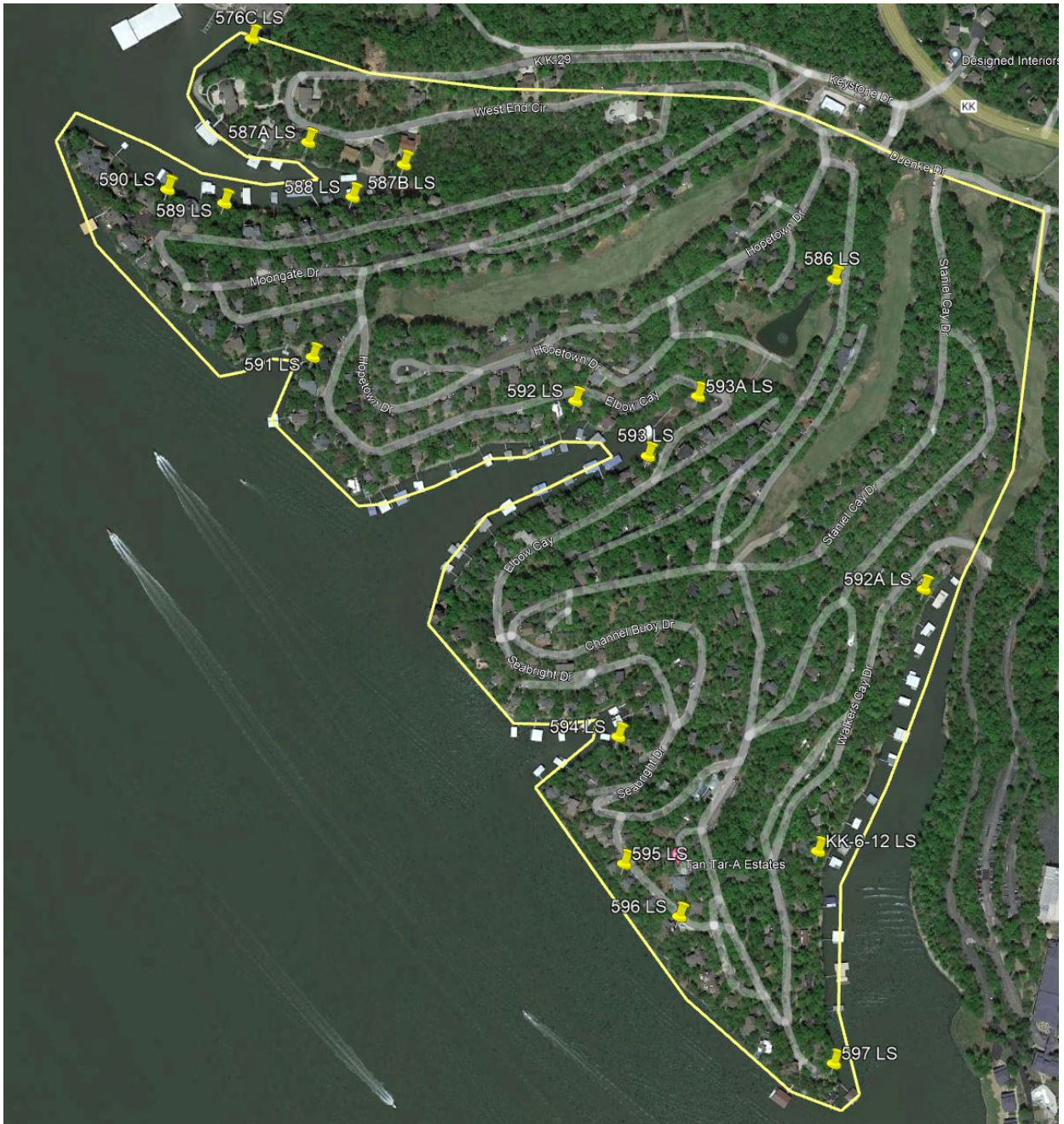
Private Defects			Public Defects	
Defect Type	No.		Defect Type	No.
Cleanout	4		Manhole	8
Service Lateral	3		Other	1
TOTAL	7 (44%)			9 (56%)

In addition to smoke testing a portion of the sewers, CCTV video inspections were completed for approximately 1,740 feet of sewer along Elbow Cay Drive. These inspections identified various defects in the pipes including roots forming in the pipes, sagging in the pipe, cracks, fractures, holes, and offset pipe joints. Every reach was assigned a pipe rating using Pipeline Assessment Certification Program (PACP) codes. Appendix V shows a map of the televised sewers with the inspection results based on the assigned ratings for each reach. In addition to the map, the full report of the CCTV results received from the subcontractor can be found in Appendix VII. The videos from the inspections are included electronically.

IV. LOCATION MAP



V. SERVICE MAP



Note: See GIS site at skyview.hornershifrin.com/osagebeachmo/ for additional details.

VI. PROJECT DESCRIPTION OF NEED

A. Health & Safety – The issues of health and safety are of paramount importance for this project. When wastewater is discharged to a stream without being effectively treated, downstream landowners and aquatic life can easily be impacted. Contact with wastewater can lead to disease outbreaks and therefore poses obvious risks to public health and the environment. Excessive flows during precipitation events can lead to sanitary sewer overflows. Therefore, I&I issues and SSO's must be addressed.

B. System O&M – The system is currently operated and maintained by the City of Osage Beach, under the supervision of the Public Works Operations Manager, Kevin Crooks. The system needs rehabilitation in the collection system to control inflow and infiltration. During periods of precipitation, I&I can cause all lift stations to run for extended periods beyond normal cycling. Such extended use can wear out the pumps before the expected design life is reached. Despite the deficiencies that have developed, the City and its staff are to be commended for their role in keeping the system operational considering the age and natural degradation that the system has gone through.

Once improvements to the system have been installed, all components must be maintained in order to extend their life as designed. The City will be required to keep records of I&I reduction procedures. Historically, these types of programs have greatly extended the lives of systems with a minimal amount of work.

VII. ALTERNATIVES CONSIDERED

Design Criteria – Population and Flow Projections

Facility maps show that there are approximately 200 homes within the project area. The project area comprises the residential Tan-Tar-A Estates subdivision only and does not include the Margaritaville Resort. Using an equivalent population of 3.7 persons per single family home, a population of 740 people was calculated. Assuming an MDNR-recommended design flow of 100 gpd per person, the average daily flow for the system was calculated to be 74,000 gpd. Using a peaking factor of 4, the peak daily flow for the system was found to be 296,000 gpd. This project and

maintenance activities by the City will seek to minimize the impact of stormwater infiltration. With the proposed measures to reduce I&I, the improved wastewater system should be adequate to convey projected flows.

Collection System Alternatives

Based on the results of smoke testing and CCTV inspections, several sewers were identified for rehabilitation or repair. Two alternatives exist for the rehabilitation of the collection system, including the installation of liners in the existing mains between manholes or the replacement of existing lines through excavation. Full video inspection of the collection lines will be required to determine if and where any repairs will be required. The replacement option should only be used in situations where the existing main is completely collapsed, or lining is not possible. Replacement costs are significantly higher than point replacement and/or lining due to the disruption caused by excavations to roads and other overlying structures. The City could also consider a “do nothing” alternative, which will continue to result in SSOs, increased emergency maintenance costs, and potential damage to private property. In addition to high repair costs, this alternative would not improve access to lift stations or result in current easements needed for maintenance. The following outlines the combination of the two rehabilitation and replacement alternatives into a single solution:

Existing Line Work Rehabilitation through Lining and Point Repairs

A. Design Criteria – Based on the results of manhole inspections, smoke-testing, and CCTV video inspections, the extent of rehabilitation to the system can be approximated. This work included smoke testing of suspected problem gravity mains in the Tan-Tar-A area, as well as the visual inspections of manholes. In addition, video inspections of the gravity sewer using closed circuit television (CCTV) were completed for the sewers along Elbow Cay Dr. The repairs identified in the inspected manholes and gravity mains was applied to the remaining system based on the percentage of defects. The evaluation resulted in 70% of all gravity sewers and 20% of all manholes recommended for rehabilitation.

Trenchless in-situ repair methods will be used to eliminate gaps in collection lines that contribute to I&I. Lining from manhole to manhole for the problem areas will be most practical. As previously discussed, lines that cannot be repaired with in-situ lining would need to be excavated and replaced. The quantity of pipe repaired in this manner will be minimized due to the higher cost.

Several sanitary sewer lines are located under building structures. These gravity sewers are recommended to be rerouted to achieve better access for improved maintenance and reduce impacts to private property. The new gravity sewer alignments were rerouted to the street since limited space exists between the buildings and the lake for new sewer construction. The realignments may require grinder pump stations for structures that can no longer be connected by gravity.

B. Environmental Impacts – The proposed line repairs will require a minimal amount of environmental impact since all will be installed in previously disturbed ground. Although none is expected, the required environmental assessment will determine if any mitigation is necessary.

C. Land Requirements – No land requirement is necessary for the line-work, but easement rights may need to be obtained for many of the sewers and pump stations.

D. Construction Problems – Access to sewers is difficult since there is limited space between the lake and existing structures. The unit costs for inspection, rehabilitation, and construction of new sewer construction have been increased to reflect the limited access.

E. Cost Estimate – The cost estimate for this section is included in the chosen alternative section. Costs for new permanent and temporary construction easements for service line repairs are included.

F. Advantages/Disadvantages – The advantages to the proposed line-work are simple. The repairs will reduce pump station operation costs, reduce labor and maintenance for emergency repairs, and minimize the peak flows that the City currently experiences. The disadvantages are fairly negligible but would include having portions of the system off-line for short periods of time during the lining process.

VIII. PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

The recommended alternative for the project includes manhole rehabilitation, additional CCTV inspection, gravity main lining and replacement, lateral wye testing and grouting, relocation of gravity sewers, and pump station improvements. The map in Appendix VI outlines the proposed improvements. Manhole inspections and smoke testing provided a list of gravity sewers and manholes within the system needing repair. Smoke testing results also identified 7 cleanouts or laterals in need of repairs. In addition to the results of the manhole inspections and smoke testing, CCTV inspections also identified multiple reaches that required either lining or complete replacement. Based on the CCTV results, ratios of sewers that needed repair or replacement were scaled and applied to the rest of the collection system that has not yet been inspected.

CCTV video inspection of the remaining sewers is recommended to determine the extent and location of the collection system that needs to be rehabilitated or replaced. The inspections will also identify where new manholes may need to be installed on bends in the sewer pipe for better maintenance. We recommend that the first step in the design is to complete CCTV inspections for the remaining sewers in Tan-Tar-A Estates. This data will provide a more thorough assessment of the condition of the existing infrastructure and will confirm the rehabilitation recommendations, sewer replacement, rehabilitation requirements, and locate new structures. Sewers and manholes identified for rehabilitation to reduce I/I and improved structural integrity can be scheduled for construction in the off-season to allow for better access and reduced traffic for contractors. This should help reduce unit prices from bidders.

Several existing sewers are located under buildings, with short laterals and limited distance between the lowest finished floor of the building and the public sewer. This results in extremely difficult maintenance of the system, not only because of limited access, but cleaning and flushing of the sewer can result in water backing up into buildings and causing property damage. In these locations, we recommend realigning the sewer to the street for better access. This may require some properties to have grinder pumps installed to convey flow up to the new gravity sewer. Since the old pipes are located just below the building foundations, we

recommend that any abandoned sewer be grouted with fill to prevent future cave-ins and possible property damage. Abandoned manholes should be removed and grouted to prevent cave-ins. This will also prevent confusion for staff when performing maintenance on the system.

The location where building laterals connect to the main gravity sewer is often a significant source of I/I. Therefore, we recommend the 200 existing sewer wyes be pressure tested to identify leaky connections. A cost-effective solution to seal identified leaks is to grout the connection. The recommended improvements estimates that 75% of the connections will need to be grouted.

The remaining 16 of the existing 17 lift stations, except for 443 Elbow Cay, are recommended for improvements. The improvements include replacing pumps, lining wet wells to reduce I/I, new controls, and improved access to lift stations for maintenance. Scheduling improvements in the off-season periods will limit flows for bypass pumping and reduce traffic for construction. The following stations were identified as the most critical stations with input from City staff, and detailed opinions of cost were developed for improvements to these stations.

Station Name	Address
588	640 Moon Gate
591	33 Elbow Cay
594	13 Tavern Cay
597	40 Abaco Pt.
KK-6-12	455 Walkers Cay

Costs for improvements to the remaining lift stations were scaled from these detailed estimates based on the size of each station.

Easements are needed for all the sewers in the Tan-Tar-A Estates to provide adequate rights to staff to access and maintain the system. The lots for each property are drawn as a circle and are not traditional lot layouts. The cost estimate includes obtaining 200 easements one from each property and the HOA. The City is currently maintaining the system, but the easements would solidify their legal right to access the property for maintenance purposes.

IX. OPINION OF PROBABLE COST

The opinion of probable cost for construction and other related items described by this report are shown below.

HORNER & SHIFRIN, INC. ENGINEERS 401 S 18th St, St Louis, MO					
OPINION OF PROJECT COST			DATE PREPARED: 1/12/2022		
PROJECT: TAN-TAR-A ESTATES FACILITY PLAN OSAGE BEACH, MO					
Prepared by: Anis Dokic Checked: Christy Willson					
ITEM	DESCRIPTION	QUANT.	UNIT OF MEASURE	UNIT PRICE (incl. Labor, Matl., Equip)	EXTENDED PRICE
1	CIPP Liner - 8"	15,300	LF	\$40	\$ 612,000
2	New 8" Sewer	1,500	LF	\$150	\$ 225,000
3	Excavation	465	CY	\$80	\$ 37,200
4	New Manhole	30	EA	\$3,500	\$ 105,000
5	Manhole Rehabilitation	40	EA	\$2,500	\$ 100,000
6	Replace Manhole Frame & Cover	5	EA	\$2,200	\$ 11,000
7	Pressure Test Lateral	200	EA	\$650	\$ 130,000
8	Lateral Grouting for I/I reduction	150	EA	\$100	\$ 15,000
9	Pump Station Rehab	16	EA	\$200,000	\$3,200,000
10	Abandon & Fill Existing Sewers	40	CY	\$425	\$ 7,000
11	Abandon/Remove Existing Manholes	30	EA	\$1,200	\$ 36,000
12	New Simplex Grinder lift station	26	EA	\$20,000	\$ 520,000
13	Subtotal				\$5,008,200
14	Mobilization	4%			\$ 200,800
15	Restoration	11%			\$ 551,000
16	Opinion of Construction Cost				\$5,760,000
Summary of Total Project Costs					
Total Construction Cost					\$5,760,000
Contingency (5%)					\$ 288,000
Bond Counsel					\$ 50,000
Easement Exhibits Preparation					\$ 50,000
Easement Documents					\$ 50,000
Easement Acquisition					\$ 50,000
Easement Recording					\$ 8,000
Preliminary Engineering					\$ 62,500
Design Engineering					\$ 418,000
Construction Observation					\$ 313,500
CCTV Remaining Lines					\$ 500,000
Manhole Inspections					\$ 10,000
Surveying					\$ 50,000
Construction Interest					\$ 235,000
Interim Loan Fees and Interest					\$ 60,000
TOTAL PROJECT COST					\$7,905,000

X. PROJECT FINANCING

Revenue - Sewer service is provided to 6,889 customers located both within and outside the City limits. The current sewer rate for customers outside the city limits is \$46.53 and \$24.28 for residential customers within the limits. Revenues for the sewer fund total \$3,035,100, including income from licenses, permits, grants, utility revenues, and transfers. The City's 2021 budget is included in Appendix X.

Median Household Income - The 2010 Census listed the City of Osage Beach to have a Median Household Income (MHI) of \$43,970, with a population of 4,351.

Expenditures - The costs in the table below show the city's O&M Budget, details are in the city's budget included in Appendix X.

City of Osage Beach, MO Operation & Maintenance Costs	
Item Description	Yearly Cost
Wages/Salaries & Overtime	\$382,072.00
Employee Benefits	\$127,024.00
FICA/FMED	\$29,305.00
Retirement 401	\$26,815.00
Workers Compensation	\$9,697.00
Operating Capital	\$98,900.00
Training & Conferences	\$8,800.00
Uniforms	\$9,200.00
Professional Services	\$40,150.00
Maintenance & Repair	\$53,570.00
Vehicle Maintenance	\$6,000.00
Janitorial Services	\$350.00
Trash Service	\$540.00
Electrical Service - Building/Facility	\$4,000.00
Mobile Devices & Service	\$4,200.00
Electrical Service - Building/Facility	\$292,000.00
Gasoline/Fuel	\$23,000.00
Treatment Plant Operation	\$475,000.00
Supplies	\$9,300.00
Equipment Repair	\$5,000.00
Rental/Lease Equipment	\$15,000.00
Postage	\$5,850.00
Insurance	\$58,376.00
Odor Control	\$158,000.00
Memberships	\$820.00
Administrative Reimbursement	\$185,000.00
Total O&M	\$2,027,969.00

The O&M budget is expected to remain consistent and similar to the 2021 budget number of \$2,027,969.00. Based on 6,889 equivalent users, the monthly O&M cost is \$24.53 per user.

The costs shown below are for the replacement of new major system equipment over the next 35 years in the entire Osage Beach Collections System. The City will be responsible for repayment of loan funding, so replacement costs for the complete sewer infrastructure operated and maintained by the City even though the improvements are proposed for the Tan-Tar-A Estates area only. The replacement account will require a monthly charge of \$23.00 per user.

Major Equipment Replacement Schedule						
Item No.	Item Name	Years of Service	Qty	Replacement Cost	Extended Cost	Yearly Avg. Cost
1	Gravity Sewer Rehabilitation (9 miles)	50	1	\$1,500,000.00	\$ 1,500,000.00	\$ 30,000
2	Gravity Sewer CCTV Inspection	10	1	\$ 500,000.00	\$ 500,000.00	\$ 50,000
4	Lift Station Rehabilitation (pumps & controls)	15	57	\$ 150,000.00	\$ 8,550,000.00	\$ 570,000
5	Grinder Station Rehabilitation	15	1115	\$ 15,000.00	\$16,725,000.00	\$1,115,000
6	Odor Control Facilities	20	7	\$ 375,000.00	\$ 2,625,000.00	\$ 131,250
7	EQ Basins	20	1	\$ 100,000.00	\$ 100,000.00	\$ 5,000
	Total Yearly Reserve					\$1,901,250

Existing debt costs are \$674,800 per year, resulting in a monthly charge of \$8.16 per customer.

Funding Packages

Projected user charges must be sufficient to cover debt payments, the reserve account, O&M costs, and the replacement account for major equipment.

Funding options include a low-interest loan through USDA Rural Development funding, which allows for a 35-year repayment period. The estimated monthly user rate for customers of \$59.74. A loan will require the City of Osage Beach to issue Water and Sewer Bonds, which require an election to allow customers to vote on the issue. We recommend the City obtain authorization to issue bonds total 2 to 3 times the construction costs to allow for unforeseen conditions.

Another option includes a low-interest loan and grants through MoDNR's Clean Water State Revolving Fund, with a 20-year repayment period. The City would be a candidate for the Affordability Grant of up to \$2 million and Water Quality

Incentive Grant of \$1 million. Including these grants, the estimated monthly user rate for customers is \$59.40. A loan will require the City of Osage Beach to issue Water and Sewer Bonds, which require an election to allow customers to vote on the issue.

The City can utilize the American Rescue Plan Act (ARPA) funding for improvements to the Tan-Tar-A Estates sewer system. This money will be offered to communities in the form of grant programs. The city's eligibility will be evaluated based on the most recent American Community Survey (ACS) data and the Median Household Income (MHI) compared to the state average. Applications for the funding are expected to be available in the next few months.

The City can choose to phase the project over time and fund the improvements identified in the Tan-Tar-A Estates area over multiple years using revenue from rates. The current monthly rate for residential customers outside the City Limits, such as the Tan-Tar-A Estates, is \$46.53. This option will extend complete the implementation of the improvements.

The City can also obtain private funding. The current interest rates for 20-year municipal bonds are and are higher than those offered through USDA Rural Development or MoDNR's Clean Water State Revolving Fund.

Recommended Funding Package

We recommend that the City apply for ARPA funding once it becomes available. For expenditures that exceed available ARPA funding, we recommend that the City utilize SRF Funding that may include both grants and loans based on eligibility. We anticipate that the City may be eligible for an Affordability Grant and a Water Quality Incentive Grants SRF funding for the total improvements identified for Tan-Tar-A Estates is detailed below

SRF Funding (1.25% - 20 years) = \$7,905,000

Based on the funding scheme shown above, the City must repay a \$7,905,000 loan at 1.25% over 20 years. The annual payment for this loan is \$278,704.01 or \$3.37 per customer per month. For existing debt, the annual payment is \$674,800 or \$8.16 per customer per month. The existing debt will be repaid within the next 5 years. The reserve account, which equates to one yearly

loan payment, requires a user fee of \$0.34 per month. Combining all costs, the total monthly user rate equals \$59.40 or 1.62% of the MHI.

XI. ENVIRONMENTAL REVIEW

An environmental specialist completed a review of the impact of the proposed improvements in the Tan-Tar-A Estates area. No known environmental hazards exist that must be discussed in this report. The Environmental Review is included in Appendix VIII.

XII. CONCLUSION

The wastewater collection system in Tan-Tar-A Estates, operated and maintained by in the City of Osage Beach was constructed in the 1980's through development of the resort area and are constructed of non-standard square manholes and truss pipe.

Improvements to the collection system include additional inspections, sewer rehabilitation and replacement, relocating sewers out from under buildings, lateral grouting, and lift station improvements.

Should the City agree with the assessment of this report and wish to move forward with wastewater system improvements, the improvements can be constructed using American Rescue Plan Act (ARPA) funding and a loan through MoDNR's Clean Water State Revolving Fund, as described in the report.

APPENDIX I

FEMA FLOOD MAP

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National Flood Hazard Layer FIRMMette



92°43'49"W 38°8'10"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/13/2021 at 2:36 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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APPENDIX II

Existing Collection System Map

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Tan Tar A Estates Existing Collection System

Tan Tar A Estates Sewer Assessment
2100100

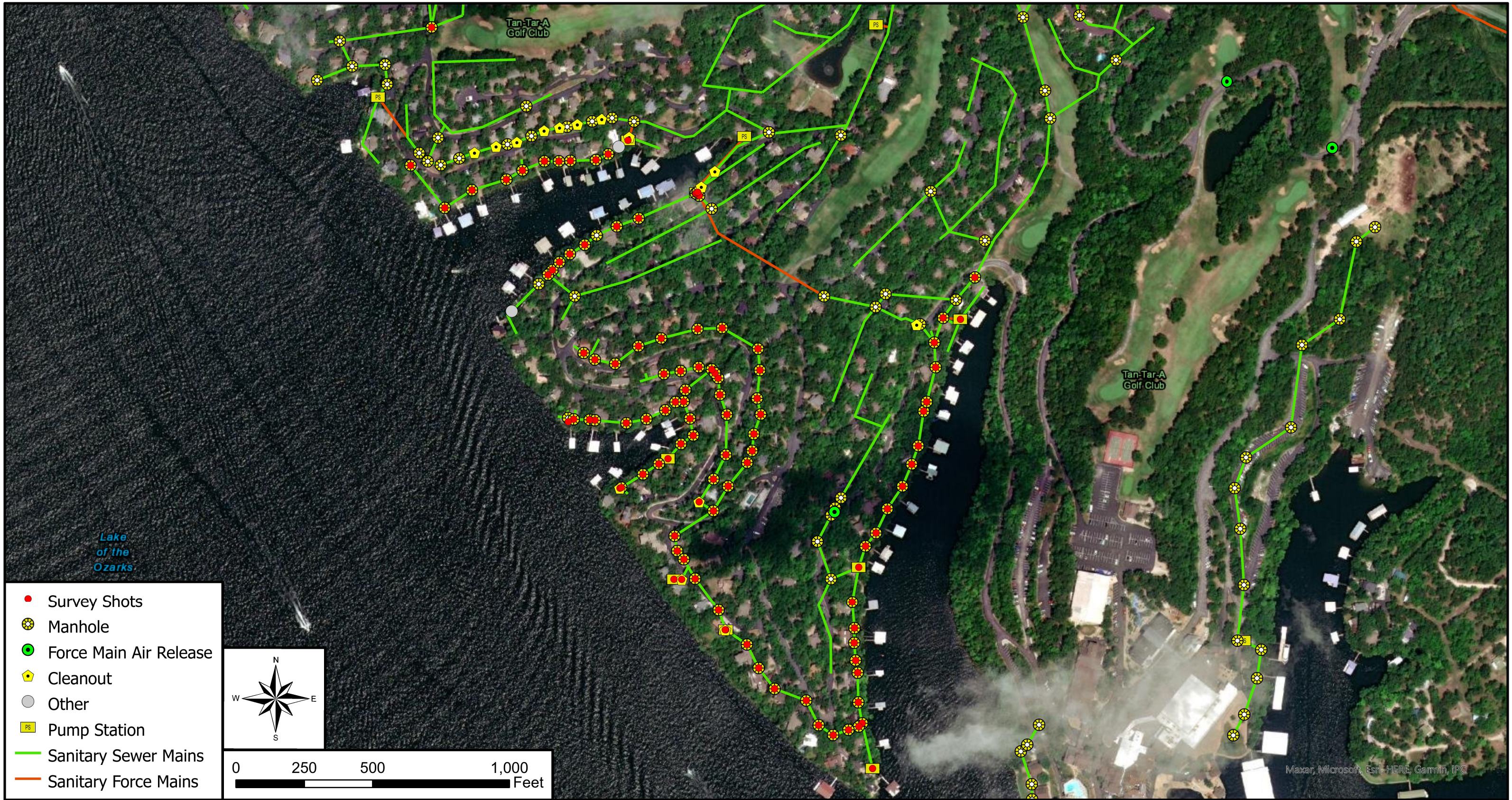
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APPENDIX III

Manhole Inspections and Survey

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**Tan Tar A Estates
Manhole Inspections and Survey**

Tan Tar A Estates Sewer Assessment
2100100

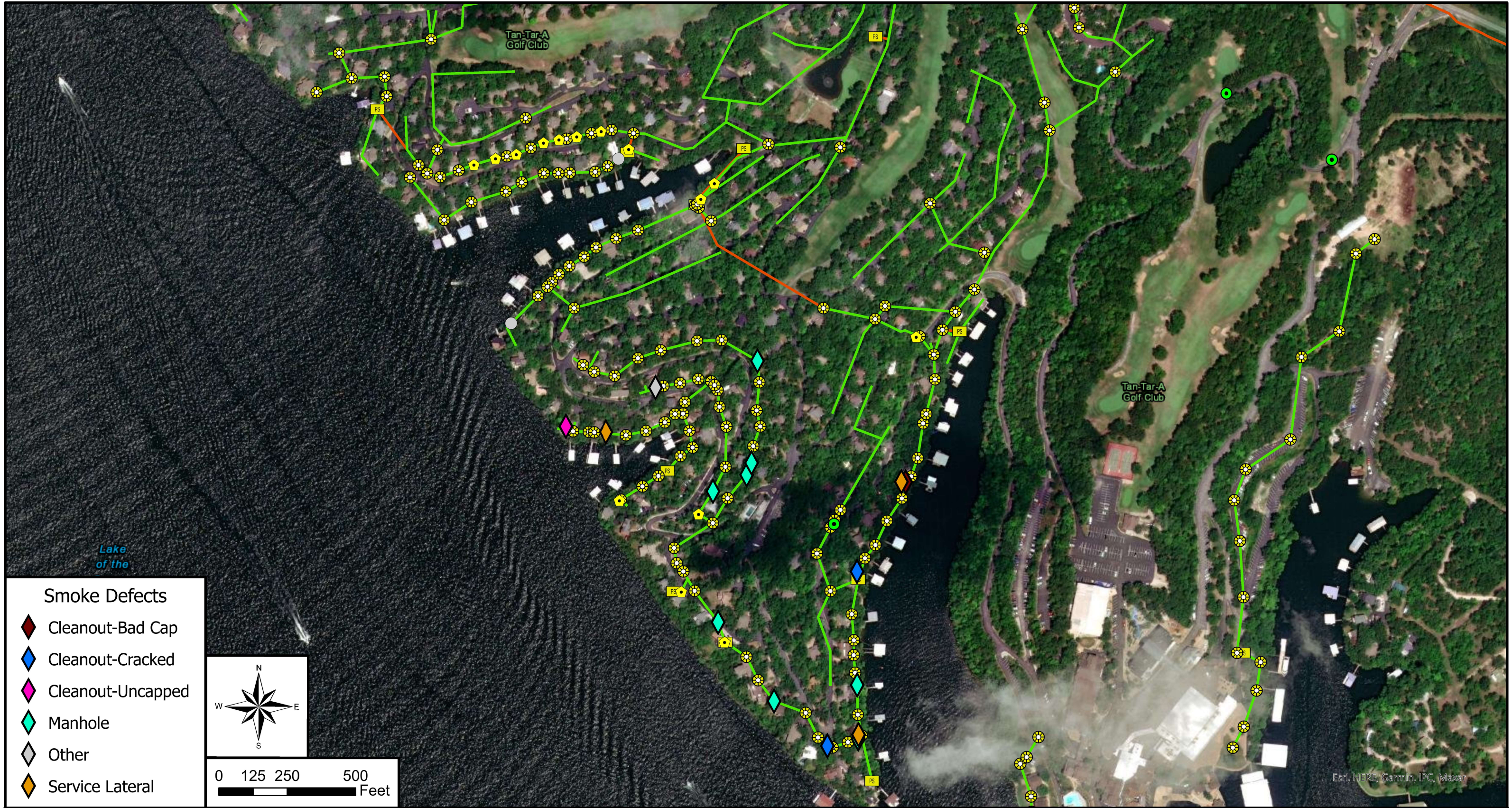
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APPENDIX IV

Smoke Testing Results

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Tan Tar A Estates Smoke Testing Results

Tan Tar A Estates Sewer Assessment
2100100

1/13/2022

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APPENDIX V

CCTV Inspection Results

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**Tan Tar A Estates
CCTV Inspection Results**

Tan Tar A Estates Sewer Assessment
2100100

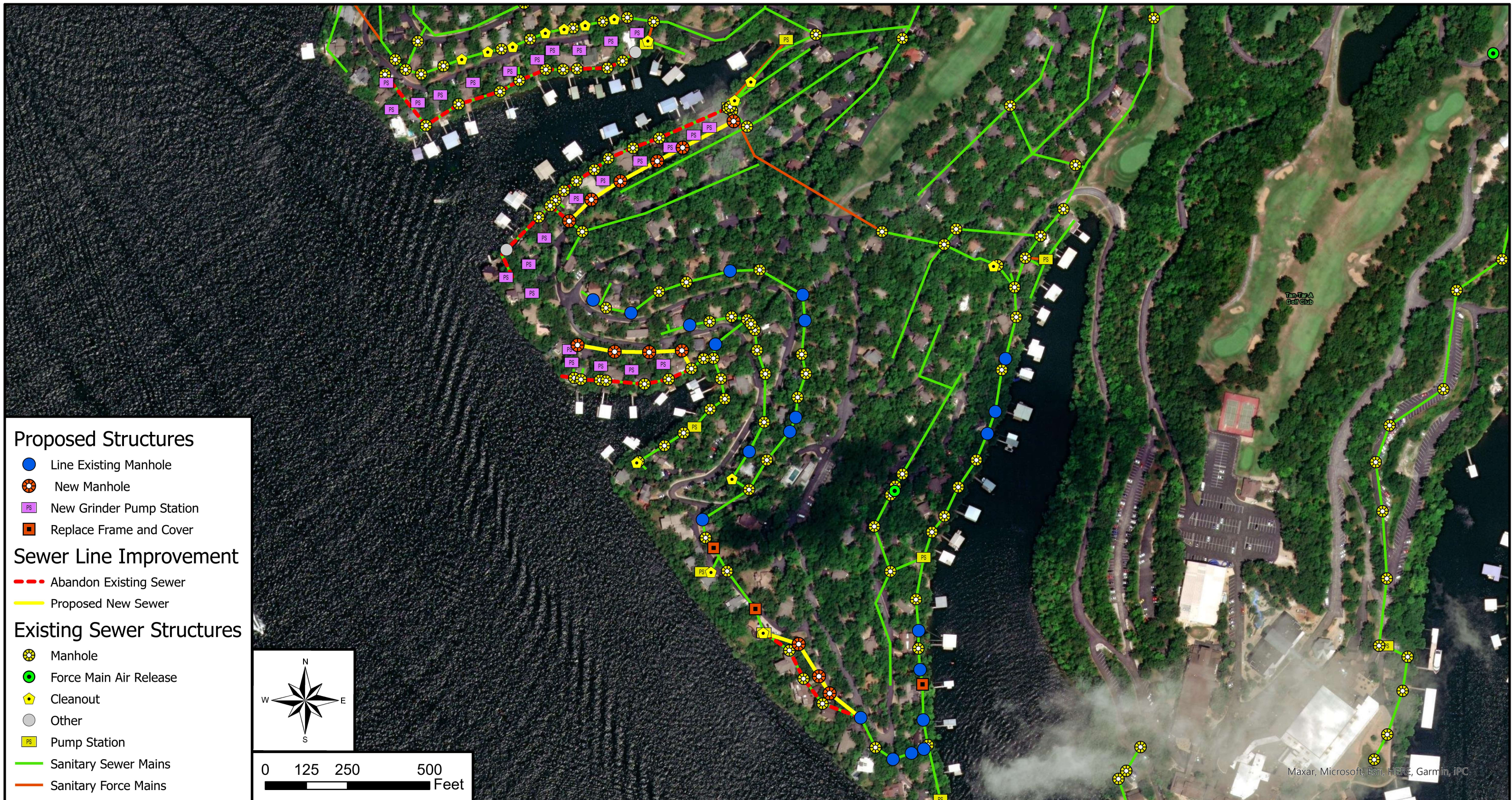
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APPENDIX VI

Proposed Improvements

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Tan Tar A Estates Proposed Improvements

Tan Tar A Estates Sewer Assessment
2100100

1/13/2022

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Rezoning Case 418 Jim Nugent Harpers Cove Investment Company

Requested Action:

Public Hearing -Rezoning case 418

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 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Public Hearing for Rezoning Case 418.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-14 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 418. *First Reading*

Requested Action:

First Reading of Bill #22-14

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached information.

The Planning Commission reviewed the request at their meeting on March 8, 2022 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-14 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 34.1 ACRES AS DESCRIBED IN REZONING CASE NO. 418.

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 34.1 acres and contained in the legal description contained in Exhibit A attached hereto is hereby amended R-1B (Single Family District) and R3 (Multi Family District) as under the terms and conditions in Rezoning Case No. 418.

See Exhibit A: Property Boundary Description.

Section 2. That the development as described herein and referred to as Case 418 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. 22.14 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 22.14.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“EXHIBIT A”

Survey Description – Proposed R-1 Zoning

A tract of land being part of the SE 1/4 of Section 10, Township 39 North, Range 16 West, said tract also being part of the lands described by deed, found in Book 293, Page 676 in the Office of the Recorder, Camden County, Missouri, being more particularly described as follows:

BEGINNING at a set 1/2 inch rebar at the NW corner of Lot 5, Northview Subdivision, a subdivision recorded in Plat Book 163, Page 30 in said Office of the Recorder, said corner being located on the approximate 662 contour of the Lake of the Ozarks and the Ameren UE Project Boundary, thence continuing along said Project Boundary as follows: South 71 deg 22 min 31 sec West, 85.20 feet, South 68 deg 10 min 58 sec West, 54.40 feet, South 73 deg 14 min 15 sec West, 50.42 feet, South 62 deg 04 min 14 sec West, 56.89 feet, South 57 deg 33 min 26 sec West, 34.69 feet, South 64 deg 38 min 16 sec West, 21.03 feet, South 63 deg 53 min 11 sec West, 43.91 feet, South 65 deg 13 min 00 sec West, 31.94 feet, South 51 deg 13 min 11 sec West, 29.43 feet, South 70 deg 24 min 38 sec West, 24.38 feet, South 74 deg 18 min 58 sec West, 11.29 feet, South 26 deg 55 min 01 sec West, 16.45 feet, South 47 deg 54 min 44 sec West, 27.57 feet, South 75 deg 17 min 57 sec West, 16.28 feet, South 84 deg 04 min 16 sec West, 13.30 feet, South 56 deg 16 min 56 sec West, 19.79 feet, North 54 deg 32 min 13 sec West, 19.86 feet, North 71 deg 50 min 03 sec West, 27.18 feet, South 87 deg 13 min 10 sec West, 35.76 feet, South 81 deg 39 min 36 sec West, 40.11 feet, south 65 deg 46 min 41 sec West, 28.45 feet, South 81 deg 54 min 01 sec West, 56.77 feet, North 84 deg 43 min 23 sec West, 34.29 feet, South 84 deg 26 min 39 sec West, 58.75 feet, South 66 deg 40 min 14 sec West, 35.20 feet, South 83 deg 16 min 23 sec West, 30.48 feet, South 79 deg 22 min 52 sec West, 157.79 feet, South 71 deg 37 min 11 sec West, 44.08 feet, South 87 deg 17 min 50 sec West, 35.44 feet, South 61 deg 49 min 23 sec West, 38.89 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 76 deg 26 min 18 sec West, 60.52 feet, South 77 deg 04 min 20 sec West, 42.63 feet, South 74 deg 59 min 32 sec West, 58.05 feet, South 56 deg 39 min 13 sec West, 36.84 feet, South 80 deg 50 min 08 sec West, 11.85 feet to a 1/2 inch rebar on the West line of said SE 1/4, thence leaving said Project Boundary, South 01 deg 27 min 59 sec West, along said West line, 356.91 feet, thence leaving said West line, South 74 deg 28 min 22 sec East, 15.67 feet, thence on a curve to the right 47.56 feet with a radius of 92.61 feet and a chord direction of South 59 deg 45 min 39 sec East, 47.04 feet, thence South 45 deg 02 sec 55 sec East, 98.08 feet, thence North 76 deg 08 min 10 sec East, 120.44 feet, thence North 13 deg 51 min 50 sec West, 111.38 feet, thence North 75 deg 04 min 26 sec East, 186.38 feet, thence on a curve to the right 33.83 feet, with a radius of 580.00 feet and a chord direction of North 76 deg 44 min 42 sec West 33.83 feet, thence North 78 deg 24 min 58 sec East, 30.28 feet, South 11 deg 35 min 02 sec East, 110.00 feet, North 78 deg 24 min 58 sec East, 160.00 feet, thence North 82 deg 15 min 32 sec East, 180.59 feet, South 83 deg 25 min 19 sec East, 232.56 feet, thence on a curve to the left 51.98 feet, with a radius of 310.00 feet, and a chord direction of North 21 deg 29 min 52 sec East, 51.91 feet, thence North 16 deg 41 min 40 sec East, 75.71 feet, thence North 12 deg 58 min 50 sec East, 238.10 feet, thence on a curve to the right 89.38 feet, with a radius of 100.55 feet, and a chord direction of North 38 deg 34 min 11 sec East, 86.47 feet, thence North 66 deg 48 min 49 sec East, 164.37 feet to a point on the 1/4, 1/4 Section line, thence North 01 deg 33 min 22 sec East, along said 1/4, 1/4 Section Line, 242.11 feet to the **POINT OF BEGINNING**.

Containing 13.86 Acres

Subject to all easements and restrictions of record.

Survey Description – Proposed R-3 Zoning

A tract of land being part of the SE 1/4 of Section 10, Township 39 North, Range 16 West, said tract also being part of the lands described by deed, found in Book 293, Page 676 in the Office of the Recorder, Camden County, Missouri, being more particularly described as follows:

BEGINNING at a set 1/2 inch rebar at the NW corner of Lot 5, Northview Subdivision, a subdivision recorded in Plat Book 163, Page 30 in said Office of the Recorder, said corner being located on the approximate 662 contour of the Lake of the Ozarks and the Ameren UE Project Boundary, thence continuing along said Project Boundary as follows: South 71 deg 22 min 31 sec West, 85.20 feet, South 68 deg 10 min 58 sec West, 54.40 feet, South 73 deg 14 min 15 sec West, 50.42 feet, South 62 deg 04 min 14 sec West, 56.89 feet, South 57 deg 33 min 26 sec West, 34.69 feet, South 64 deg 38 min 16 sec West, 21.03 feet, South 63 deg 53 min 11 sec West, 43.91 feet, South 65 deg 13 min 00 sec West, 31.94 feet, South 51 deg 13 min 11 sec West, 29.43 feet, South 70 deg 24 min 38 sec West, 24.38 feet, South 74 deg 18 min 58 sec West, 11.29 feet, South 26 deg 55 min 01 sec West, 16.45 feet, South 47 deg 54 min 44 sec West, 27.57 feet, South 75 deg 17 min 57 sec West, 16.28 feet, South 84 deg 04 min 16 sec West, 13.30 feet, South 56 deg 16 min 56 sec West, 19.79 feet, North 54 deg 32 min 13 sec West, 19.86 feet, North 71 deg 50 min 03 sec West, 27.18 feet, South 87 deg 13 min 10 sec West, 35.76 feet, South 81 deg 39 min 36 sec West, 40.11 feet, south 65 deg 46 min 41 sec West, 28.45 feet, South 81 deg 54 min 01 sec West, 56.77 feet, North 84 deg 43 min 23 sec West, 34.29 feet, South 84 deg 26 min 39 sec West, 58.75 feet, South 66 deg 40 min 14 sec West, 35.20 feet, South 83 deg 16 min 23 sec West, 30.48 feet, South 79 deg 22 min 52 sec West, 157.79 feet, South 71 deg 37 min 11 sec West, 44.08 feet, South 87 deg 17 min 50 sec West, 35.44 feet, South 61 deg 49 min 23 sec West, 38.89 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 76 deg 26 min 18 sec West, 60.52 feet, South 77 deg 04 min 20 sec West, 42.63 feet, South 74 deg 59 min 32 sec West, 58.05 feet, South 56 deg 39 min 13 sec West, 36.84 feet, South 80 deg 50 min 08 sec West, 11.85 feet to a 1/2 inch rebar on the West line of said SE 1/4, thence leaving said Project Boundary, South 01 deg 27 min 59 sec West, along said West line, 356.91 feet to the POINT OF BEGINNING, thence continuing South 01 deg 27 min 59 sec West, 843.57 feet to a set 1/2 inch rebar on the Westerly & Northerly right of way of the outer road of Missouri State Highway 54, also known as Sycamore Valley Drive, thence leaving said West line, North 07 deg 01 min 44 sec East, 47.68 feet to a set 1/2 inch rebar 70.00 feet right of centerline station 65+90.00, thence North 84 deg 21 min 34 sec East, 508.23 feet to point 70.00 feet right of PT centerline station 60+81.77, thence on a curve to the left 1.64 feet, with a radius of 884.92 feet, and a chord direction of North 84 deg 18 min 23 sec East, 1.64 feet to a MoDOT Monument, thence North 18 deg 24 min 19 sec East, 127.99 feet to a set 1/2 inch rebar, thence South 69 deg 40 min 37 sec East, 29.22 feet to a set 1/2 inch rebar on the Westerly and Northerly right of way of a road of ingress and egress, 30 feet in width, also known as Normandy Road, said right of way being the Northerly boundary of Lakeshore Village Estates, a subdivision shown on the plat recorded in Plat Book 18, Page 7 in said Office of the Recorder, thence leaving said outer road right of way, North 18 deg 44 min 25 sec East, along said Northerly boundary, 184.60 feet to a set 1/2 inch rebar, thence continuing along said Northerly Boundary as follows: North 33 deg 58 min 36 sec East, 138.95 feet to a set 1/2 inch rebar, thence South 69 deg 31 min 35 sec East, 220.68 feet to a set 1/2 inch rebar, thence South 38 deg 40 min 35 sec East, 174.12 feet to a set 1/2 inch rebar on the Northerly right of way of aforementioned outer road of Missouri State Highway 54,

thence leaving said Northerly boundary and continuing along said right of way, North 62 deg 14 min 55 sec East, 350.03 feet to a set 1/2 inch rebar on the 1/4, 1/4 Section line, thence leaving said right of way, North 01 deg 33 min 22 sec East, along said 1/4, 1/4 Section Line, 903.83 feet, thence leaving said 1/4, 1/4 Section Line, South 66 deg 48 min 49 sec West, 164.37 feet, thence on a curve to the left 89.38 feet, with a radius of 100.55 feet, and a chord direction of North 38 deg 34 min 11 sec East, 86.47 feet, thence South 12 deg 58 min 50 sec West, 238.10 feet, thence South 16 deg 41 min 40 sec West, 75.71 feet, thence on a curve to the right 51.98 feet, with a radius of 310.00 feet, and a chord direction of South 21 deg 29 min 52 sec West, 51.91 feet, thence North 83 deg 25 min 19 sec West, 232.56 feet, thence South 82 deg 15 min 32 sec West, 180.59 feet, thence South 78 deg 24 min 58 sec West, 160.00 feet, thence North 11 deg 35 min 02 sec West, 110.00 feet, thence South 78 deg 24 min 58 sec West, 30.28 feet, thence on a curve to the left 33.83 feet, with a radius of 580.00 feet and a chord direction of South 76 deg 44 min 42 sec East 33.83 feet, thence South 75 deg 04 min 26 sec West, 186.38 feet, thence South 13 deg 51 min 50 sec East, 111.38 feet, thence South 76 deg 08 min 10 sec West, 120.44 feet, thence North 45 deg 02 min 55 sec West, 98.08 feet thence on a curve to the left 47.56 feet with a radius of 92.61 feet and a chord direction of North 59 deg 45 min 39 sec West, 47.04 feet, thence North 74 deg 28 min 22 sec West, 15.67 feet to the **POINT OF BEGINNING**.
Containing 20.82 Acres

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	March 8, 2022	Case Number:	418
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Applicant: Jim Nugent Harpers Cove Investment Company

Location: 1,100 feet west of Case Road on the north side of Sycamore Valley Drive.

Petition: Rezone from A-1 (Agriculture) and C-1 (General Commercial) to R-1b (Single Family) and R-3 (Multi Family).

Existing Use: Vacant

Zoning: A-1 (Agriculture) and C-1 (General Commercial)

Tract Size: Approximately 34.1 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	LU (Lake Use)	Lake of the Ozarks
<u>South:</u>	N/A	54 expressway corridor
<u>East:</u>	R-1a (Single Family)	Single-Family Subdivision
<u>West:</u>	PUD	Vacant Golf Course Scattered Single-Family

The Osage Beach Comprehensive Plan
Designates this area as appropriate for: Moderate and High Density Residential

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
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City Wide Zoning

Utilities

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

Access: Property will derive primary access via Sycamore Valley Drive

Analysis:

1. The applicants are the owners and perspective developers of the 34.1 acres in question. They attained the property approximately 50 years ago. The proposed developer has a contract to purchase and develop the land if the property is rezoned.
2. The applicants have submitted a request to rezone the subject property from A-1 (Agriculture) and C-1 (General Commercial) to R-1b (Single Family) and R-3 (Multi Family). The subject property was zoned as it is currently as part of the original zoning project for the City in the mid 1980's.
3. The owners of the property have a prospective buyer that wishes to place single family houses and multifamily units on the subject property.
4. The character of surrounding development is primarily residential and vacant land previously used for a golf course.
5. The R-1b district permits lots of 6500 square feet with single family dwelling units per lot. The R-3 zone allows multifamily facilities with one unit per 2500 square feet of property.

Department Comments and Recommendations:

As you know, the main issue facing the lake area currently is the need for housing. With this being the case, requests of this type are likely to become common in the upcoming period of time, as developers try to answer the call for more housing in the area. The perspective developer plans to subdivide the property into 39 single family lots on the lake frontage and zone the remaining land R-3 so that they can determine what type of housing best addresses what the market is identifying as the greatest need when they are ready to develop that area. The R-3 zone will allow a developer the flexibility to build multifamily structures as well as smaller lot single family if that is what they determine to be the best market. With the City and the lake area looking for ways to address the housing shortage we face, providing property owners flexibility on the type of units they are allowed to build, is one way that the City can promote the type of development that can help address that need. **Keeping that in mind as well as the request being consistent with the recommendations of the Comprehensive Plan, the Planning Department recommends approval of this request.**



REZONING/SPECIAL USE PERMIT PROCEDURES

The Osage Beach Planning Commission holds regularly scheduled hearings on the second (2nd) Tuesday of each month. (Please contact the Planning Department for Meeting Schedule).

To be considered for rezoning the applicant(s) must provide the following:

1. Complete, concise legal description of the area in question. Must be typed or a copy of an official document, i.e. abstract, warranty deed, tax receipt, etc.
 2. Application (attached) must be completed and signed by the property owner and notarized.
 3. Site plan showing existing buildings, proposed buildings, distances from property lines, tract size, streets and other property characteristics. This plan must be accurate and to scale. Small copies (8.5x11) should be included with large site plans, surveys, etc. * Site plan requirements for Special Use Permits, Overlay requests, and PUD's must be obtained from the Planning Department.
 4. Location sketch or plat of the land, showing adjoining and abutting tracts and the owners of those tracts must be included. Standard rezoning applications must include ALL property owners within 185 feet. * E-Overlay requests should include ALL property owners within 250 feet of subject property. Properties adjacent to Lake of the Ozarks shall submit names and addresses for those owners in both directions from the property corners adjacent to the lake and then along the shoreline 1000 feet, and ALL properties perpendicular and adjacent thereto.
 5. A letter or report describing the request and any past and present issues related to the request should be included. The document should be concise, legible and addressed to the Planning Commission.
 6. A list of owners of record, title of the subject property and of ALL property within 185 feet of the boundaries of the subject property with current mailing addresses of such owners as set forth in the land records of Camden or Miller County, Missouri. For E-1, E-2 and E-3 Districts, notification requirements are outlined in the site plan requirements of City Code. Inaccurate or incomplete information shall subject the application to rejection or tabling by the Planning Commission.
 7. Filing fee for Planning and Zoning case review is two hundred (\$200.00) dollars (effective 08/01/06). Postage shall be determined by the rate for certified/return receipt mail at the time of application, for each property owner within the specified 185 feet.
 8. The City Planner, prior to payment and filing with the City Clerk, shall review all application materials. Applications must be filed with the City Clerk on the third (3rd) Friday of the preceding month. A filing deadline and hearing schedule may be obtained from the Planning Department.
- NOTE: Items 3 & 4 may be combined as part of the site plan requirements for E and PUD zones.

Incomplete applications may be removed from the Agenda and returned to the applicant via regular mail.

Please mail application materials to:

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Jim Nugent Harpers Cove Investment Company Phone: 573-348-3636
Address: 5635 Osage Beach Pkwy 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: Adam Seraphine Phone: 612-616-5801
Address: 7455 France Avenue S #351 City: Edina State: MN Zip: 55435
Adam Seraphine
3. All correspondence relative to this application should be directed to whom? adam@nhhproperties.com, 612-616-5801
Address: 7455 France Avenue S, #351 City: Edina State MN Zip: 55435
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): Subject property is located at the intersection of Normandy Road and Sycamore Valley Road
Address: 1098 Rowan Road City: Osage Beach State MO Zip: 65065

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No
Explain all uses: Residential uses that conform to the R-1B and R-3 zoning code.

6. Area of property in square feet or acres: 34.1 acres
7. Current zoning classification: A-1, R-1B, C-1
8. Sources of utilities: Water: City of Osage Beach Gas: Owner Supplied
Sewer: City of Osage Beach Electric: Ameren
9. Proposed zoning classification: R-1B and R3
10. How long have you owned this property? APPROX. 50 YEARS
11. Current use of property (describe all improvements): Vacant land with misc abandoned structures
12. Current use of all property adjacent to subject property: North: Lake of the Ozarks shoreline
One residential home and A residential
South: State Highway 54 East: a currently closed golf course West: single-family neighborhood

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location: Residential subdivision borders east side and northwest side is golf course.

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

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

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

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

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

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

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any? The re-zoning should not have an adverse impact on adjacent properties. The proposed site plan provides corrective measures to any stormwater or runoff issues. Additionally, the proposed site plan will be utilizing new utility connections, preventing any additional stress on the current systems.

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): This application provides for new single-family residences at the lakeshore. Additionally, the manageable lot sizes and community amenities for non-lakeshore lots will provide a new, much needed housing option for residents of the Lake of the Ozarks area.

Notary Information

State of Missouri }

ss

County of Camden }

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

Signature Owner/Applicant: Jim August Hayes, Inc Representative

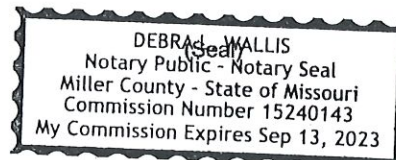
Date: 2/13/22

Subscribed and sworn to before me on this 13th day of February, 2022.

Notary Public: Debra L. Wallis

My Commission Expires: 9-13-23

Person Accepting this Application: City of Osage Beach



****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

February 18, 2022

Cary Patterson, City Planner
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Project: **Harper's Cove Development**
Location: **Sycamore Valley Road & Normandy Road, Osage Beach, MO 65065**
Subject: **Project Narrative**

Proposed Redevelopment:

The Harper's Cove Development consists of 38 single-family lots (phase I) and approximately 19 acres (phase II) of yet-to-be-determined residential use. Of the 38 lots in phase I, 16 are lakeshore lots and 22 are 2nd tier lots. The lots vary in size from .19 to .45 acres. Phase I has a density of 2.6 units per acre. There are 2 community spaces being integrated into phase I. The first will be located at Lot 6, along the lakeshore, and the second near the Elephant Rock on the west side of the site.

The entire project consists of approximately 34 acres of developable land situated ¼ mile northwest of the Case Road exit on Highway 54 in Osage Beach, Missouri. The northern property line consists of approximately 1350 feet of shoreline in Harper's Cove.

The developer, NHH Properties, will be acquiring the property from the current landowner in the 2nd quarter of 2022. Site development and construction is scheduled to commence late 2nd quarter of 2022.

The unique, transparent collaborative approach has allowed the development team to attract best-in-class project partners to the Harper's Cove Development. The partner's deep local roots have allowed the project to quickly gain traction and proceed through the conceiving and design development phase while putting the local community needs first. The same partner's regional and nationwide resources have allowed the project to obtain attractive funding options and have broken down barriers in supply chains, allowing the project to proceed in a timely manner. The development team believes that this project will assist in alleviating the local housing shortage and provide relief in the much-needed middle-market housing stock.

Some of the Key Project Partners are:

Marketing & Sales
Krantz & Associates,
Re/Max Lake of the Ozarks
krantzproperties.com

Site Development & Construction
Thomas Construction
thomasbuilder.com

Civil Engineering & Site Design
Shoreline Surveying and Engineering
shorelinese.com

Dock Installation
Atlas Docks
atlasdocks.com

City and Neighborhood Betterment:

The proposed redevelopment of this parcel from commercial (C-1) and single-family residential (A-1 & R-1B) to platted single-family (R-1B) and medium density housing (R-3) will provide a multitude of benefits to the city and the surrounding community in the following ways:

- Improves the site with more active uses and attractive, newer buildings.
- Provides housing and increased, yet reasonable density near convenient, local retail uses.
- Multiple landscaped plazas and community areas adds character and provides a public benefit to the project.

Comprehensive Plan & Housing Challenges:

The current comprehensive plan has recommended residential uses for locations like this site. The proposed residential use for this site is more compatible with neighboring properties than the existing commercial zoning. Since the release of the most recent Comprehensive Plan, Osage Beach has positioned itself as the region's center of commerce and employment. This site is poised to assist in alleviating the challenges that have come with the growth that the city has experienced over the last 15 to 20 years.

Landscape:

The proposed landscape at the site will be a combination of natural preservation with clean and contemporary around the amenity and public spaces and additional enhanced landscaping near the project entrances with seasonal annuals for color. The amenity areas will contain a mixture of over story and under-story trees with a full accompaniment of shrubs and perennial plants. The proposed planting palette is comprised of native and adapted plant materials, which will use less water and require less maintenance over time.

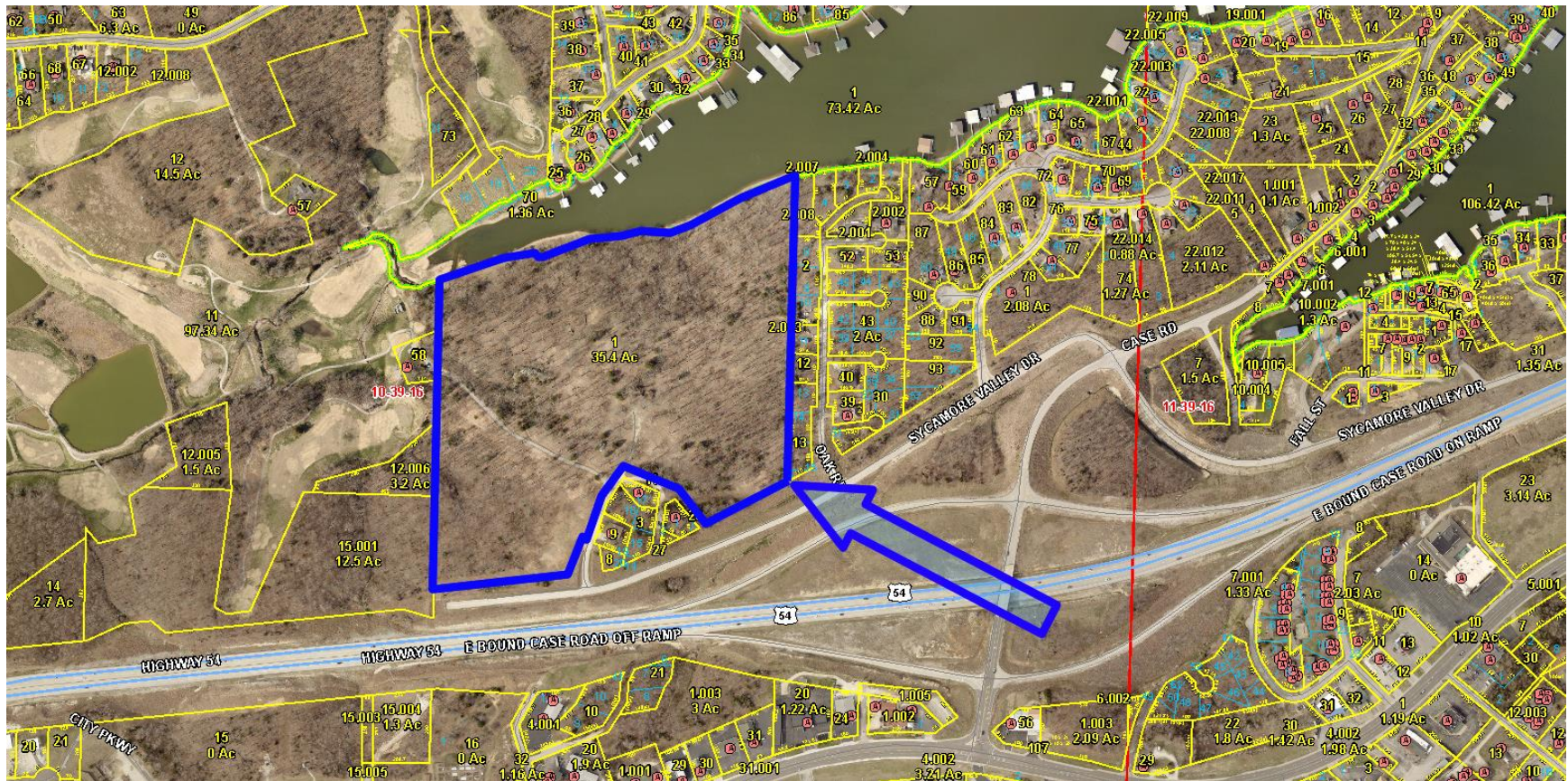
This development is well positioned to meet and exceed the City's goals as outlined in the Comprehensive Plan. We firmly believe that the redevelopment of the site will be an improvement for both the neighborhood and the overall City.

Please contact me with any questions or concerns.

Sincerely,



Adam M Seraphine
NHH Properties



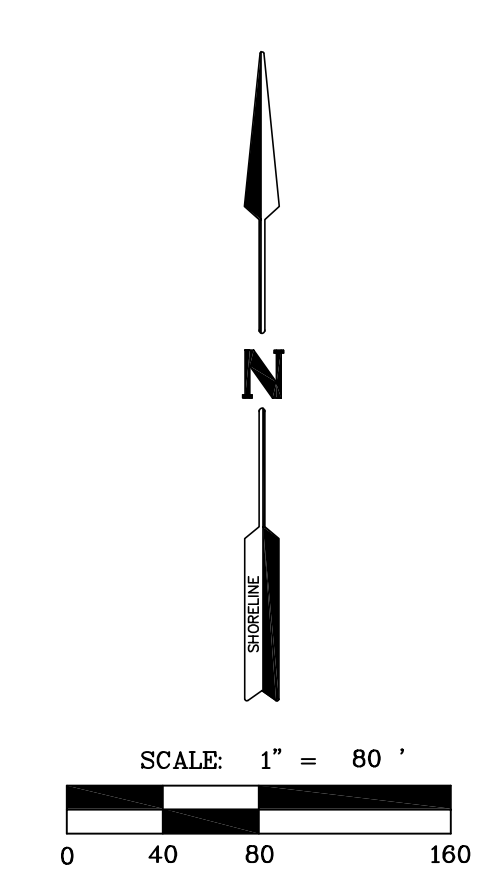
Rezoning Case 418
Location Map



HARPER'S COVE SUBDIVISION

PT SE 1/4
SEC. 10, T 39 N, R 16W
CAMDEN CO., MO

Lot	Area (S.F.)	Area (Ac.)	Lot	Area (S.F.)	Area (Ac.)
1	19578.65	0.45	21	8281.84	0.19
2	16177.03	0.37	22	9082.42	0.21
3	14803.18	0.34	23	8136.14	0.19
4	14371.41	0.33	24	8250.00	0.19
5	13789.71	0.32	25	8537.09	0.20
6	12537.82	0.29	26	8263.57	0.19
7	15508.40	0.36	27	8175.70	0.19
8	14690.80	0.34	28	7439.80	0.17
9	14603.20	0.34	29	8572.35	0.20
10	14941.86	0.34	30	11910.44	0.27
11	15202.80	0.35	31	14975.62	0.34
12	14770.48	0.34	32	8641.75	0.20
13	14160.49	0.33	33	8431.19	0.19
14	15402.73	0.35	34	9192.14	0.21
15	13941.65	0.32	35	8794.14	0.20
16	14226.08	0.33	36	9241.65	0.21
17	15256.61	0.35	37	8798.56	0.20
18	9127.15	0.21	38	8800.00	0.20
19	8376.98	0.19	39	11043.76	0.25
20	8299.68	0.19			



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	43.18	290.00	8°31'55"	S38° 15' 22"W	43.14
C2	130.73	290.00	25°49'39"	N29° 36' 30"E	129.62
C3	112.75	120.00	53°49'59"	S39° 53' 49"W	108.65
C4	176.32	80.00	126°16'54"	N50° 06' 43"W	142.74
C5	77.79	290.00	15°22'06"	N74° 25' 52"E	77.55
C6	105.15	200.00	30°07'22"	S60° 00' 45"W	103.94
C7	35.00	600.00	3°20'32"	S76° 44' 42"W	35.00
C8	40.16	600.00	3°50'05"	S80° 20' 01"W	40.15
C9	53.80	210.00	14°40'39"	S89° 14' 21"W	53.65
C10	132.24	60.00	126°16'54"	N50° 06' 43"W	107.05
C11	48.89	310.00	9°02'07"	N71° 15' 53"E	48.84
C12	34.26	310.00	6°19'59"	N78° 56' 56"E	34.25
C13	32.18	132.61	13°54'15"	N60° 39' 31"W	32.10
C14	69.07	220.00	17°59'20"	S55° 00' 09"W	68.79
C15	42.53	220.00	11°04'37"	S69° 32' 08"W	42.47
C16	36.17	620.00	3°20'32"	S76° 44' 42"W	36.16

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C17	41.49	620.00	3°50'05"	S80° 20' 01"W	41.49
C18	58.86	230.00	14°39'43"	S89° 14' 49"W	58.70
C19	48.73	190.00	14°41'44"	S89° 13' 49"W	48.60
C20	57.83	112.61	29°25'26"	N59° 45' 39"W	57.20
C21	93.71	300.00	17°53'53"	S53° 59' 52"E	93.33
C22	44.28	500.00	5°04'28"	S65° 29' 02"E	44.27
C23	60.80	290.00	12°00'42"	N62° 00' 56"W	60.68
C24	33.83	580.00	3°20'32"	S76° 44' 42"W	33.83
C25	89.06	180.00	28°20'59"	S60° 53' 57"W	88.16
C26	17.10	580.00	1°41'21"	S79° 15' 39"W	17.10
C27	21.72	580.00	2°08'44"	S81° 10' 41"W	21.72
C28	59.76	270.00	12°40'50"	N23° 02' 05"E	59.63
C29	61.95	270.00	13°08'50"	N35° 56' 55"E	61.82
C30	22.36	270.00	4°44'40"	N79° 31' 41"E	22.35
C31	49.05	270.00	10°24'32"	N71° 57' 05"E	48.98

Parcel Line Table		
Line #	Length	Direction
L1	85.20	N71° 22' 31"E
L2	54.40	N68° 10' 58"E
L3	50.42	N73° 14' 15"E
L4	56.89	N62° 04' 14"E
L5	34.69	N57° 33' 26"E
L6	21.03	N64° 38' 16"E
L7	43.91	N63° 53' 11"E
L8	31.94	N65° 13' 00"E
L9	29.43	N51° 13' 11"E
L10	24.38	N70° 24' 38"E
L11	11.29	N74° 18' 58"E
L12	16.45	N26° 55' 01"E
L13	27.57	N47° 54' 44"E
L14	16.28	N75° 17' 57"E
L15	13.30	N84° 04' 16"E
L16	19.79	N56° 16' 56"E
L17	19.86	S54° 32' 13"E
L18	27.18	S71° 50' 03"E
L19	35.76	N87° 13' 10"E
L20	40.11	N81° 39' 36"E

Parcel Line Table		
Line #	Length	Direction
L21	28.45	N65° 46' 41"E
L22	56.77	N81° 54' 01"E
L23	34.29	S84° 43' 23"E
L24	58.75	N84° 26' 39"E
L25	35.20	N66° 40' 14"E
L26	30.48	N83° 16' 23"E
L27	157.79	N79° 22' 52"E
L28	44.08	N71° 37' 11"E
L29	35.44	N87° 17' 50"E
L30	38.89	N61° 49' 23"E
L31	49.07	N72° 38' 52"E
L32	60.52	N76° 26' 18"E
L33	42.63	N77° 04' 20"E
L34	58.05	N74° 59' 32"E
L35	36.84	N56° 39' 13"E
L36	11.85	N80° 50' 08"E
L37	88.66	N68° 01' 17"W
L38	63.14	N56° 00' 35"W
L39	95.07	N33° 59' 25"E
L40	77.53	N16° 41' 40"E

Legend:

Found Monument (As noted) □

Found Rebar (1/2", Except as Noted) ○

Set Rebar (1/2", Except as Noted) ●

Right Of Way Marker ●

Right of Way Line -----

Center Line -----

Deed Line -----

Section Line -----

- Notes:**
- Date of field work: December, 2021.
 - The Professional Land Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose. There may exist other documents of record or not of record that may affect this surveyed parcel.
 - The property owner names and recorded deed information were obtained from the County Recorder and/or County Assessor Office and are considered to be current. The Professional Land Surveyor makes no guarantees to the correctness of the deed or the current status of property ownership.
 - Bearings are based on Plat/Deed of Record.
 - Book and Page Numbers and Document Numbers refer to the Records of Camden County, MO.
 - Elevations based on Ameren UE Datum at Bagnell Dam.

CAD File: 11886-21-AField Book: N/A

Drawn By: CCSApproved By: RFA

This drawing and the details on it are the sole property of the Surveyor and may be used for the specific project only. It shall not be reproduced, in whole or in part, or for any other purpose or project without the written consent of the Surveyor.

SHORELINE

SURVEYING & ENGINEERING

3048 Hwy. 52 Eldon, MO 65026

PH: (573) 392-3312

SHORELINE SURVEYING & ENGINEERING, LLC
Missouri State Certificate of Authority: LS - 2017001656
E - 2017004119

The Professional Surveyor's seal affixed to this sheet applies only to materials and items as shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this Surveyor, and this Surveyor expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

PRELIMINARY

NOT FOR RECORDING

Robert F. Arnold, PLS
MO # PLS 2191

Surveyor's Certification:
This is to certify that I, Robert F. Arnold, has made a survey of the above described tract of land, and that said survey conforms to the current minimum standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, and Land Surveyors, as defined for type Urban Class property.

If the Surveyor's seal is not colored red, this map is a copy and should be assumed to contain unauthorized alterations. The certification contained on this document is granted to those persons or institutions shown and shall not apply to any copies. All information should be disregarded unless verified by the Registered Land Surveyor whose signature appears hereon.

Survey For:

NHH Properties

Adam Seraphine

7455 France Ave S.
Suite 351
Edina, MN 55435

Date: 01/27/2022Scale: 1" = 80'

Project Number: 11886-21: S1

Sheet Number: 1 of 1

©2022

Page 116 of 212

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve the Preliminary Plat for Topsider Subdivision.

Requested Action:

Motion to approve Topsider Preliminary Plat

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:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See attachments

The Planning Commission reviewed this request at their meeting on March 8, 2022 and have forwarded it to the Board of Aldermen with a recommendation to approve.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: **March 8, 2022**

Subdivision Name: Topsider Subdivision Preliminary and Final Plats

Location: 4877 Osage Beach Parkway

Section/Township/Range: 1/39/15

Applicant: Topsider Condominiums, LLC.

Surveyor: Miller Surveying and Engineering

Tract Size: 10.5 acres

Zoning: PUD

Surrounding Land Use:

North: Mcfield Subdivision

South: Osage Beach Pkwy Corridor

East: Osage Beach Pkwy Corridor

West: Lake of the Ozarks

Department Comments

Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements.
- 2) All public improvements, (i.e., roadways, water, and sewer services, etc.) must be designed and built to city design standards. The City Engineer will review the plans to serve the buildings as permits are applied for and plans are submitted for review.

Final:

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.
- 2) An Engineers Estimate and a Letter of Credit for 125% of the estimated cost of construction will be required prior to Board of Aldermen approval of the Final Plat.

With the approval of the public improvement plans and the submittal of the engineer's estimate and letter of credit, staff recommends approval of both the Preliminary and Final Plats.



NORTH

Topsider Subdivision



City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-15 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Topsider Subdivision. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-15

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:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See Attachments.

This request was presented to the Planning Commission at their meeting on March 8, 2022 with a recommendation for approval. The Planning Commission forwards this request to the Board of Aldermen with a unanimous recommendation to approve.

You will see that the applicant has requested a First and Second Reading of the Plat Ordinance. A letter from their attorney is attached explaining the request.

City Attorney Comments:

Per City Code 110.230, Bill 22-15 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 TOPSIDERS 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 Topsiders Subdivision, a subdivision in Osage Beach, Camden County, Missouri, approved by the Planning Commission on March 8, 2022, 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.22.15 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.22.15.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: **March 8, 2022**

Subdivision Name: Topsider Subdivision Preliminary and Final Plats

Location: 4877 Osage Beach Parkway

Section/Township/Range: 1/39/15

Applicant: Topsider Condominiums, LLC.

Surveyor: Miller Surveying and Engineering

Tract Size: 10.5 acres

Zoning: PUD

Surrounding Land Use:

North: Mcfield Subdivision

South: Osage Beach Pkwy Corridor

East: Osage Beach Pkwy Corridor

West: Lake of the Ozarks

Department Comments

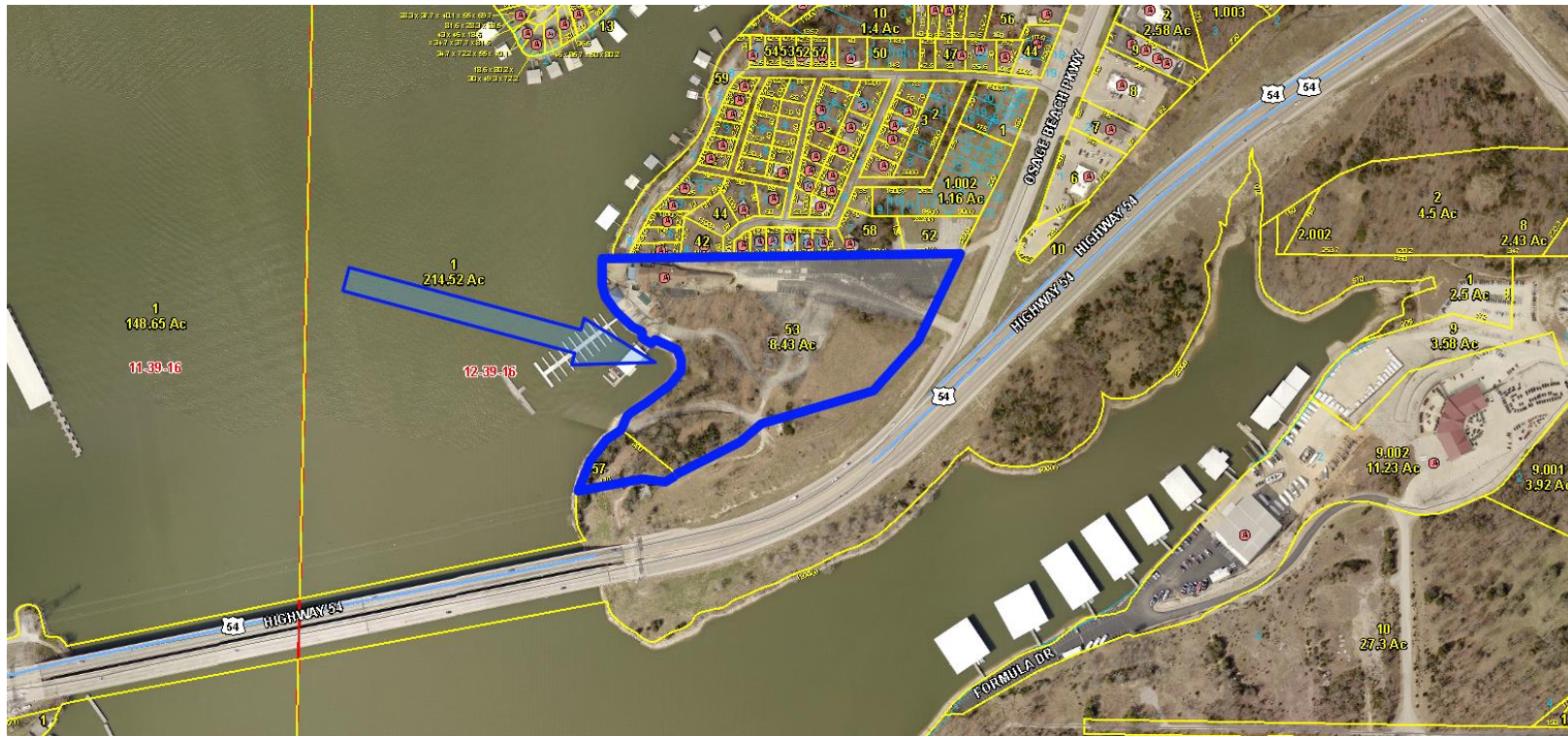
Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements.
- 2) All public improvements, (i.e., roadways, water, and sewer services, etc.) must be designed and built to city design standards. The City Engineer will review the plans to serve the buildings as permits are applied for and plans are submitted for review.

Final:

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.
- 2) An Engineers Estimate and a Letter of Credit for 125% of the estimated cost of construction will be required prior to Board of Aldermen approval of the Final Plat.

With the approval of the public improvement plans and the submittal of the engineer's estimate and letter of credit, staff recommends approval of both the Preliminary and Final Plats.



NORTH

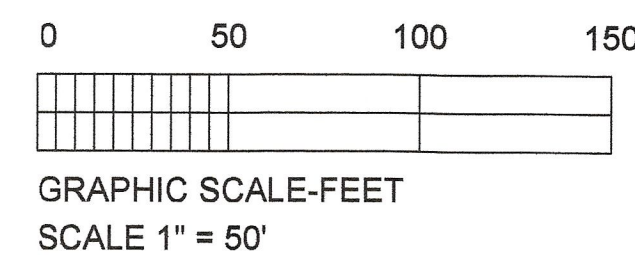
Topsider Subdivision

DRAWING DATE: 01/15/2022	
REVISIONS:	
DRAWN BY:	LRS
SCALE:	1" = 50'
PROJECT #:	MC 21207
SHEET:	1 OF 3
FIELD BOOK:	M-295 PG 25
MO LSC NO. 2011027104	

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

Standard symbols that
may appear on this drawing

- Class of Survey: URBAN



I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of January and February, 2022, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.M.O (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and subdivision.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 28 day of February, 2022.

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

FILE LOCATION: S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\21207 FINAL PLAT\21207.dwg



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

"Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder's Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-seven (27) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = North 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 32 degrees 09 minutes 53 seconds West a distance of 3.88 feet, (21) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (22) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (23) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (24) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (25) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (26) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (27) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = South 89 degrees 40 minutes West and West) along and with the said north line a distance of 6.95 feet a chiseled x in concrete; thence continuing North 89 degrees 41 minutes 05 seconds East along and with the said north line a distance of 974.99 feet to an iron pin located on the said northerly right-of-way of Osage Beach Parkway; thence departing the said north line along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 27 degrees 00 minutes 41 seconds West a distance of 146.59 feet (record deed = 146.5 feet) to an existing metal right-of-way marker being the P.C. of a 05 degree 28 minute 41 second degree non-tangent curve to the right having a radius of 1,045.92 feet, (2) thence along and with the said curve in a southwesterly direction a distance of 462.22 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 35 degrees 24 minutes 39 seconds West 458.47 feet, (3) thence departing the said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (4) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker and (5) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING." Containing 10.50 acres more or less.

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

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

END OF DESCRIPTION

CONSENT OF MORTGAGEE

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

By: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2022, _____ known personally to me, appeared upon and being sworn, stated that he/she is the _____ of Central Bank of Lake of the Ozarks and that this instrument was signed and the corporate seal affixed by authority of its Board of Directors and is the free act and deed of the Corporation.

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

Notary Public

My commission expires: _____

TOPSIDER SUBDIVISION

ACCEPTANCE BY THE CITY OF OSAGE BEACH

The foregoing plat was approved and accepted by the City of Osage Beach pursuant to the Code of Ordinances of the City of Osage Beach, Missouri on the _____ day of _____, 2022.

JOHN OLIVARRI, Mayor

TARA BERRETH, City Clerk

STATE OF MISSOURI)
)SS
COUNTY OF CAMDEN)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared JOHN OLIVARRI and TARA BERRETH, to me personally known, who being by me duly sworn did say that they are respectively the City Mayor and the City Clerk of the City of Osage Beach, Missouri, a Missouri municipal corporation and that the foregoing instrument was signed by them on behalf of said city.

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

Notary Public

My commission expires: _____

OWNER'S CERTIFICATE

The undersigned, Topsiders Condominiums, LLC, a Missouri Limited Liability Company, are the owner's of the property described by legal description hereon, have caused the same to be resurveyed in the manner shown on the accompanying plat, and said tract of land shall hereafter be known as "TOPSIDER SUBDIVISION".

Topsider Condominiums, LLC dedicates and submits Lot One and Lot Seven to the Topsider Condominium. Lot Two, Lot Three, Lot Four, Lot Five, Lot 6 and Lot 8 are subject to the Development Rights stated on Sheet 3.

Said real property shall be subject to all conditions, reservations, easements of record and to utilities whether of record or not, including Development Rights and Special Declarant Rights as enumerated in Article XVIII of the Topsider Declaration, as recorded in Book ____ at Page ____ in the Camden County Recorder's Office. All streets drives and other passageways commonly used for vehicular and pedestrian traffic are private and no dedication to the public is expressed or intended unless already dedicated to public use.

Topsiders Condominium, a Missouri Limited Liability Company

Stuart Dabbs, Authorized Member

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared Stuart Dabbs, Authorized Member of Topsiders Condominium, LLC, a Missouri Limited Liability Company, to me personally known, who being by me duly sworn, did acknowledge the said instrument to be the free act and deed of the said Missouri Limited Liability Company.

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

Notary Public

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of January and February, 2022, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.MO (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and resubdivision.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 26 day of FEBRUARY, 2022.

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

DRAWING DATE:	1/15/22
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	
PROJECT #:	MC 21207
SHEET:	2 OF 3
FIELD BOOK:	M-295 PG 25
MO LSC NO.	2011027104

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF
SECTION 12, TOWNSHIP 39 NORTH, RANGE 16 WEST, CAMDEN COUNTY, MISSOURI

S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\21207 FINAL PLAT\21207.dwg

FILE LOCATION:



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

P.O. BOX 282, OSAGE BEACH, MO 65065

Eng. (573)348-9798 Surv. (573)348-5552 Fax (573)348-2894

www.themillerco.com



SEAL

TOPSIDER SUBDIVISION

DRAWING DATE:	1/15/22
REVISIONS:	
DRAWN BY:	L.R.S.
SCALE:	
PROJECT #:	MC 21207
SHEET:	3 OF 3
FIELD BOOK:	M-295 PG 25
MO LSC NO.	2011027104

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF
SECTION 12, TOWNSHIP 39 NORTH, RANGE 16 WEST, CAMDEN COUNTY, MISSOURI



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www.themillercoos.com

FILE LOCATION: S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\21207 FINAL PLAT\21207.dwg

SEAL

The Declarant expressly reserves the following Development Rights and Special Declarant Rights as enumerated in Article XVIII of the Topsider Declaration, which is recorded in Book ____ at Page ____ in the Camden County Recorder of Deeds Office.

Topsider Condominiums, LLC dedicates and submits Lot One and Lot Seven to the Topsider Condominium. Lot Two, Lot Three, Lot Four, Lot Five, Lot Six and Lot Eight are subject to the Development Rights stated below.

These Development Rights and Special Declarant Rights apply to Lots One through Eight of the Topsider Subdivision and may be exercised at any time and in any order. Lot One and Lot Seven of Topsider Subdivision have been added to the condominium contemporaneously with the recording of this Plat. The Developer expressly reserves the right to add Lots Two through Eight of Topsider Subdivision to the Project in the future. The Developer expressly reserves the right to withdraw any part of the Topsider Subdivision from the Condominium Project, except Lot One, unless a Unit has already been constructed thereon. The reservation of the right to withdraw any part of the Topsider Subdivision includes the right to withdraw a portion of Lot Seven, which is designated as Common Area on this plat, but in such event, the Developer shall provide sufficient access and parking to all Units within the Topsider Condominium. The Developer expressly reserves the right to exercise all the Development Rights and Special Declarant Rights with respect to any part or any portion of the Topsider Subdivision in the future without limitation.

The following Development Rights and Special Declarant Rights as enumerated in Article XVIII of the Topsider Declaration:

ARTICLE XVIII
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 18.1 General Development Rights. The Declarant reserves unto itself, and for the benefit of its successors and assigns, the following Development Rights:

- i. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to connect with and make use of utility lines, wires, pipes and conduits located with the Land or Project for construction, sales purposes, and for any other reason deemed necessary by Declarant for the further development or maintenance of the Project, provided that the Declarant shall be responsible for the cost of any services used;
- ii. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to use the Common Elements for ingress and egress, for the repair and construction of Condominium Units, the Common Elements, the Limited Common Elements or any other portion of the Land or the Project, including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for construction, sales and promotional purposes;
- iii. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to subdivide or convert Condominium Units into Common Elements;
- iv. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to withdraw any portion of the Land or the Project from the Project;
- v. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to complete all improvements shown on the Plats and Plans, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise all rights reserved to Declarant with respect to easements as set forth in Article V of this Declaration, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant Control of the Association, and any and all other Special Declarant Rights as are allowed now or in the future may be allowed by the Act; and
- vi. Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under Section 18.2 of this Declaration, to amend this Declaration from time to time, without the approval or consent of the Association; and

The City of Osage Beach offers no enforcement for the foregoing information on this sheet . The City of Osage Beach offers no approval or denial for these development/declaration rights.

vii. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, to exercise any and all Development Rights and Special Declarant Rights that are currently allowed by the Act, or that in the future may be allowed by the Act.

viii. Until the construction, marketing and sale of all Condominium Units has been completed, including any future Condominium Units which may be created under Section 18.2 of this Declaration, the Declarant reserves the right to construct garages on any part or portion of the Property, including any portion of the Common Elements. In the event that the Declarant does construct garages in the future, the Declarant reserves the right to collect all proceeds from the sale of all rights to lease the garages. The garages may only be leased by Unit Owners.

The real estate subject to these Development Rights and Special Declarant Rights is the Property legally described on Exhibit A, Exhibit B and Exhibit C hereto. The Property legally described on Exhibit B, is Phase 1 of the Project, and was submitted to the condominium upon its creation; however, the Declarant hereby reserves the right to add the Property legally described on Exhibit C, in whole, or in part, or in phases. Nothing in this Declaration shall require the Declarant to submit any of the Property legally described on Exhibit C to the condominium.

Section 18.2. Phasing. In accordance with and subject to the Act, the Declarant reserves the right, but not the obligation, from the date of the recording of this Declaration, to complete the completion of construction, marketing and the sale of three hundred (300) Condominium Units within the Project. Such development rights may be exercised with respect to different parcels of real estate at different times and no assurances are made at when or what order such rights will be exercised, or if such rights will be exercised at all. The Declarant reserves the right to exercise any and all Development Rights and Special Declarant Rights reserved unto it for a period of fifty (50) years, which is defined as the Development Rights Period herein, from the date of recordation of this Declaration, or until such time as three hundred (300) units are completed, whichever occurs first, as follows:

- i. The Declarant is constructing forty (40) Condominium Units, together the Limited Common Elements appurtenant to each such Condominium Unit, on Lot 1 of the Topsider Subdivision as shown on Exhibit F of this Declaration. The Declarant has the obligation to construct all improvements located and identified upon the Plat (Exhibit F) unless such improvement is labeled as "NEED NOT BE BUILT".
- ii. The Declarant reserves the right to construct, market and sell an additional two hundred and sixty (260) Condominium Units within the Project, for a total of three hundred (300) Condominium Units on the real property which may be added to the Project, which real property is legally described on Exhibit C to this Declaration. Such additional Condominium Units and Limited Common Elements consist of up to eight (8) additional buildings plus accompanying Common Elements and Limited Common Elements. Although the Declarant has reserved such right to make improvements to the Project in the future, any additional Buildings, Units, Common Elements and Limited Common Elements NEED NOT BE BUILT.
- iii. The Declarant reserves the right to configure the Project, including any future Building Phases, in any location, except that, if the Declarant has entered into a binding purchase and sale agreement for the sale of a particular Condominium Unit, it will be obligated to construct the Condominium Building in which that Condominium Unit is located and to add that Condominium Building and Building Phase to the Project.
- iv. The Declarant reserves the right to complete future Building Phases in any number of phases and in such order as the Declarant determines. However, the Declarant does not have any obligation to complete any future Building Phases. Upon the completion of any future Building Phases, the Declarant shall take all necessary steps to amend the Declaration and Plats and to submit the future Building Phase to the project, upon the substantial completion of the Building Phase. All such future Building Phases that the Developer intends to add to the Project shall be consistent in terms of the quality of construction, general architectural style and principal materials used by the Developer in the completion of Phase One, provided that the Declarant may substitute construction materials and techniques so long as the construction is aesthetically pleasing and performed in a workmanlike manner. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Condominium Units shall apply to such future Building Phases.
- v. Upon the addition of Building Phase and Condominium Units to the Condominium in the future, the Allocated Interest and Common Expense liability of all Condominium Units shall be reallocated by a formula based on the total number of square feet in a Unit's floor area (exclusive of Limited Common Elements) divided by the total number of square feet of floor area in all Units (exclusive of Limited Common Elements). Each Unit shall have one (1) vote in the Association to permit equality among Units. The effective date for the reallocation of the Percentage Interest and Common Expense liability for and of the assignment of Common Expense Assessments and of a vote to such additional Condominium Units shall be the date of the recording in the office of the Camden County Recorder of Deeds by the Declarant of the amendment to this Declaration creating such Condominium Units.
- vi. Upon the completion of the Project, or prior to the expiration of the Declarant's Development Rights reserved herein, the Declarant shall cause all Common Elements to be transferred and conveyed to the Association.

TOPSIDER SUBDIVISION

Note:

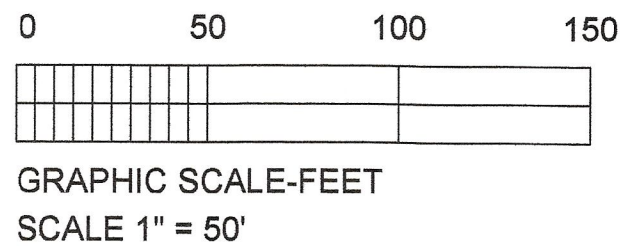
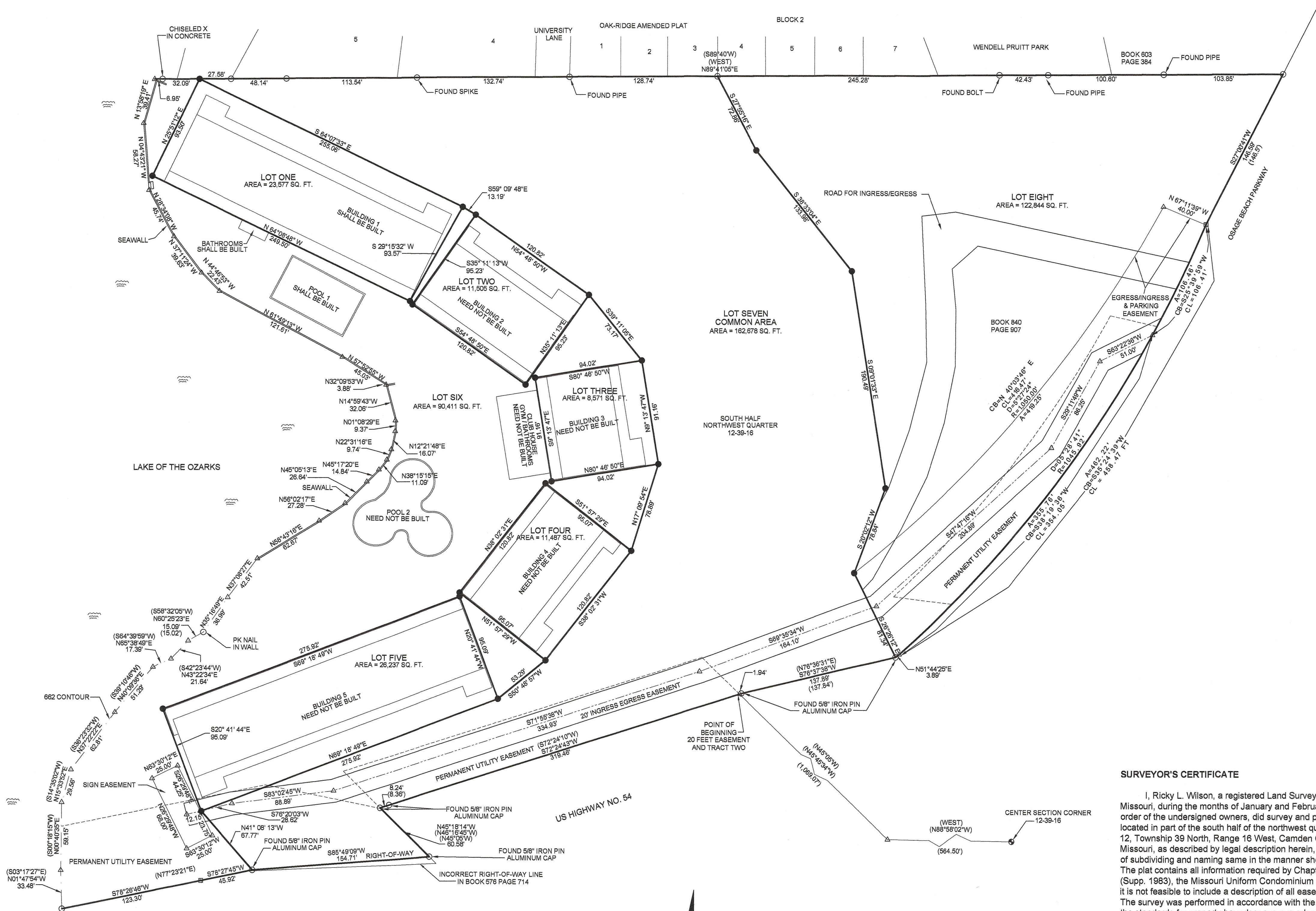
1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.
4. Basis of Bearings for this plat is the Missouri State Plane Coordinate System.
5.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

LEGEND

Standard symbols that may appear on this drawing

- 2' Contours
10' Contours
Shoreline
Water Line
Electric Line
Sewer Line
Telephone Line
Centerline of Road
R-O-W Line
Property Line
Setbacks
Old Lot Line
Structures
Fence Line
Closure Line
Treeline
Found Monument
Set Monument
No Found or Set Monument
Government Corner
Right-of-way Marker
Grinder Pump
Utility Pole
Lift Station
Telephone Box
Sign
Sewer Valve
Manhole
Cleanout
Tree
Water Valve
Electric Box
Water Meter
Cable TV
Water Hydrant

Class of Survey: URBAN



SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of January and February, 2022, by order of the undersigned owners, did survey and plat a tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, as described by legal description herein, for the purpose of subdividing and naming same in the manner shown hereon. The plat contains all information required by Chapter 448 R.S.M.O. (Supp. 1983), the Missouri Uniform Condominium Act, except that it is not feasible to include a description of all easements thereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors. The attached plat is a representation of said survey and resubdivision.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 28 day of February, 2022.

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

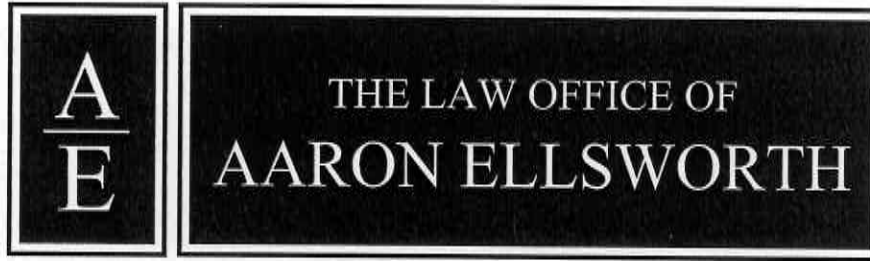
DRAWING DATE:	01/15/2022
REVISIONS:	
DRAWN BY:	LRS
SCALE:	1" = 50'
PROJECT #:	MC 21207
SHEET:	1 OF 3
FIELD BOOK:	M-295 PG 25
MO LSC NO.	2011027104

PART OF THE SOUTH HALF OF NORTHWEST QUARTER OF
SECTION 12, TOWNSHIP 39 NORTH, RANGE 16 WEST, CAMDEN COUNTY, MISSOURI

MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65055
Eng. (573) 348-9799 Surv. (573) 348-5552 Fax (573) 348-2884
www.millerco.com



FILE LOCATION: S:\Projects\PROJECTS\TOPSIDER CONDOMINIUMS LLC\21207 FINAL PLAT\21207.dwg



February 24, 2022

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Attn: Cary Patterson

Via Email: cpatterson@osagebeach.org

In Re: *Topsider Condominiums*
Our File No.: 120-018

Dear Cary:

Thank you for all of your efforts in helping Mr. Schuman and I with respect to the development of Topsider Condominiums, especially with completion of the preliminary plat and meeting the City of Osage Beach requirements. Mr. Schuman will be dropping off copies of the Preliminary Plat for the City of Osage Beach's consideration today. I am writing to request the approval of the Topsider Condominium Preliminary Plat and the Topsider's Subdivision Plat, for consideration of the planning commission at the upcoming March meeting and also on the Board of Aldermen agenda for April 7, 2022 for the first reading.

As the City of Osage Beach can imagine, this has been a major undertaking by the developer, which is in a position to begin closing the sale of units on or about April 11, 2022 and upon approval by the City of Osage Beach. Therefore, I respectfully request on behalf of the developer that the Board of Aldermen conduct the first and second readings at the April 7, 2022 meeting. Thank you for your time and attention to this request. Please confirm with me the date for the Planning Commission meeting in March and that we are on that agenda as well as the Board of Aldermen agenda for April 7, 2022.

Sincerely,


Aaron Ellsworth

JAE:cca

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-16 - An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement for consideration of the Arapaho LLC and Grand Teton Mountain Investments LLC, proposal for a Community Improvement District and a Transportation Development District for improvements to Beach Road and other projects. *First Reading*

Requested Action:

First Reading of Bill #22-16

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Recommend adoption. This will allow the city to retain Gilmore Bell and Mark Spykerman for analysis and legal advice in drafting and responding to the proposals for a Community Improvement District and a Transportation Development District for Beach Road and other projects as may be necessary in conjunction with the development of the Backwater Jack's.

City Attorney Comments:

Per City Code 110.230, Bill 22-16 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A FUNDING AGREEMENT FOR CONSIDERATION OF THE ARAPAHO LLC AND GRAND TETON MOUNTAIN INVESTMENTS LLC, PROPOSAL FOR A COMMUNITY IMPROVEMENT DISTRICT AND A TRANSPORTATION DEVELOPMENT DISTRICT FOR IMPROVEMENTS TO BEACH ROAD AND OTHER PROJECTS.

WHEREAS, the City has been requested by the Arapaho LLC and Grand Teton Mountain Investments LLC, (the “Developer”) to consider a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”); and,

WHEREAS the City is authorized to enter all contracts necessary or incidental to the implementation and furtherance of a redevelopment plan or redevelopment project; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to contract and cooperate with any private person for the planning, development, construction and operation of any public improvement or facility; and

WHEREAS the Board of Aldermen desires to enter into an agreement to ensure that the City has a source of funds to finance costs incurred for additional legal, financial, and other consultants or for direct out-of-pocket expenses and other costs to review, evaluate, process and consider the Application.

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

1. The Funding Agreement attached as Exhibit A is approved and may be executed by the Mayor on behalf of the City.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME _____

I hereby certify that the above Ordinance No. 22.16 was duly passed on _____, 2022, 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. 22.16.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

PRELIMINARY FUNDING AGREEMENT

This PRELIMINARY FUNDING AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF OSAGE BEACH, MISSOURI (the “City”), and GRAND TETON MOUNTAIN INVESTMENTS, LLC, a Missouri limited liability company (the “Developer”).

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer has advised the City of its desire to develop and/or redevelop certain property located within City (the “Project Area”); and

WHEREAS, in connection with the Developer’s proposed development and/or redevelopment of the Project Area, the Developer has requested that the City, among other things, explore the feasibility of approving economic development incentives in furtherance of the development and/or redevelopment of the Project Area to include (i) a community improvement district created pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”), (ii) a transportation development district pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the “TDD Act”), and (iii) drafting and negotiating a cooperation agreement with the Developer relating to the Project Area and any approved economic development incentives relating to the CID Act and the TDD Act (collectively, the “Incentives”); and

WHEREAS, the City is willing to explore the feasibility of financing a portion of the costs of developing and/or redeveloping the Project Area through the use of a community improvement district and a transportation development district, if the Developer advances funds to pay the City’s costs of exploring such Incentives; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall:

i. Prepare or consult with the Developer on the preparation and consideration of the Incentives in accordance with the CID Act and the TDD Act, as applicable, and all other applicable laws, and give all notices, make all publications and hold hearings as required by the CID Act and the TDD Act, as applicable, and all other applicable laws;

ii. Provide necessary staff, legal, financial, and planning assistance to review and evaluate the Incentives for the City and to prepare and present required ordinances to the Board of Aldermen of the City;

EXECUTION COPY

iii. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the proposed Incentives (the "Cooperation Agreement");

iv. Provide the necessary staff and legal, financial and planning assistance to consider the Incentives; and

v. If a Cooperation Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer the Cooperation Agreement.

B. The Developer shall:

i. Assist and cooperate with the City in its consideration of the Incentives;

ii. Provide to the City a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Developer containing information that the City will reasonably need or would otherwise be required for the consideration of the Incentives.

2. Initial Deposit.

The City acknowledges receipt of \$15,000.00 (the "Deposit") from the Developer. The City shall disburse the Deposit as set forth in Section 4 and shall notify the Developer when necessary to re-establish the Deposit in accordance with Section 3 hereof, from which additional disbursements may be made as needed. The parties acknowledge, agree, and understand that such amount is a substantial sum and agree to use their best efforts to work together to reduce the total costs to be paid out of the Deposit and any Additional Funds described in Section 3 hereof.

3. Additional Funding.

A. When it appears to the City that Seventy Five Percent (75%) of the Deposit has been drawn or will be disbursed, the City shall submit to Developer an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures reasonably estimated to be incurred by the City. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 8.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual reasonable out-of-pocket expenses necessary to perform the City's obligations hereunder, using special legal counsel, a financial advisor and/or other consultants as approved according to this paragraph, which reasonable out-of-pocket expenses are included within the herein-defined Expense Cap. The City shall advise the Developer in writing if it intends to utilize the services of any other consultants to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the Developer objects to the use of a specific consultant, the Developer may terminate this Agreement in accordance with Section 8 of this Agreement.

C. Both the City and the Developer acknowledge that expenses incurred by the City will likely exceed the initial deposit of \$15,000.00. Both parties agree to a pre-authorized expense budget of \$15,000.00 (the "Expense Cap"). If the Developer determines that the expenses have exceeded the Expense Cap, the Developer will provide the City with written notice, that the developer will no longer pay any expenses in excess of the total expense incurred on the date the City receives notice of the Developer's decision not to proceed. The Developer shall pay all such expenses in excess of the Expense Cap incurred before the Developer's notice to the City of the decision not to proceed.. The City may treat such election by Developer not to pay expenses in excess of the Expense Cap as Developer's election to withdraw the Incentives for consideration.

4. Disbursement of Funds.

The City shall disburse the Deposit and Additional Funds for reimbursement of reasonable costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all reasonable out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made to the Developer pursuant to this Agreement, which will include the time incurred and related amount of costs expended. If the Developer has questions regarding any disbursement records, the Developer shall direct such question in writing to the City Attorney within 30 days of the Developer's receipt of the aforementioned disbursement records; thereafter, the City and the Developer shall in good faith attempt to resolve any questions raised as soon as reasonably possible, and to the extent necessary, communicate or negotiate with the appropriate third party submitting the payment request in order to do so. Notwithstanding anything herein to the contrary, the contents of this Section 4 are in no way intended and shall not be interpreted to waive any attorney-client protections by either the City or the Developer.

5. Reimbursement.

Nothing in this Agreement shall prohibit the Developer from seeking reimbursement for its fees and expenses incurred under this Agreement including the Deposit and the Additional Funds, to the extent permitted under the CID Act and the TDD Act, as applicable, if any portion of the Incentives are approved.

6. Incentive Administration.

In addition to the services set forth in Section 1, the City may be required to provide services from time to time for the continuing administration of the Incentives, if approved by the Developer. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Incentives and any development that results from the Incentives, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Cooperation Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. Developer further understands that legal counsel paid pursuant to this agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within twenty (20) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination. Any portion of the Deposit and Additional Funds not necessary to reimburse the City of all expenses incurred under this Agreement to the date of termination shall be promptly returned to Developer. Upon the City giving such termination notice described in this subsection, the City shall cease incurring expenditures under this Agreement, unless agreed to by the Developer.

B. The parties hereto acknowledge that the Developer may determine to abandon the Incentives. Upon written notice of abandonment by the Developer, (i) this Agreement shall terminate, (ii) the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination, and (iii) the City shall cease incurring expenditures under this Agreement. Any portion of the Deposit and Additional Funds not necessary to reimburse the City of all expenses incurred under this Agreement to the date of termination shall be promptly returned to Developer.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Cooperation Agreement that is executed by the City and the Developer.

9. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Incentives. The parties understand that the City may not lawfully contract away its police powers and that approval of the Incentives, if any, and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Incentives and all applicable laws any other applications with respect to development of the property.

10. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Jeana Woods
City Administrator

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

With a copy to:

Edward Rucker
City Attorney
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

To the Developer:

Gary Prewitt
12 Allen Road
Eldon, Missouri 65026

With a copy to:

Armstrong Teasdale LLP
2345 Grand Boulevard, Suite 1500
Kansas City, Missouri 64108
Attn: Rachel Orr

The City or Developer (each a "Party") may specify that notice be addressed to any other person or address by giving to the other Party five (5) days written notice of such change.

11. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

(Remainder of page left blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Name: John Olivarri, Mayor

Attest:

Approved as to form:

City Clerk Tara Berreth

City Attorney Edward Rucker

GRAND TETON MOUNTAIN INVESTMENTS,
LLC

By: 
Name: Gary D. Prewitt
Title: Managing Member

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-17 - An ordinance of the City of Osage Beach, Missouri, approving a professional services agreement with the law firm of Gilmore Bell for services relating to the consideration of Arapaho LLC and Grand Teton Mountain Investments LLC, proposal for a Community Improvement District and a Transportation Development District for improvements to Beach Road and other projects. *First Reading*

Requested Action:

First Reading of Bill #22-17

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Recommend adoption to retain Gilmore/Bell for legal services for consideration and drafting of a CID and TDD agreement with Arapaho LLC for Beach Road and related projects.

City Attorney Comments:

Per City Code 110.230, Bill 22-17 in correct form.

City Administrator Comments:

I concur with the department's recommendation. When the process begins, a budget

amendment will be presented to the Board for the expenditures as well as the non-reoccurring revenue (for the development reimbursement).

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GILMORE BELL FOR SERVICES RELATING TO THE CONSIDERATION OF THE ARAPAHO LLC AND GRAND TETON MOUNTAIN INVESTMENTS LLC, PROPOSAL FOR A COMMUNITY IMPROVEMENT DISTRICT AND A TRANSPORTATION DEVELOPMENT DISTRICT FOR IMPROVEMENTS TO BEACH ROAD AND OTHER PROJECTS.

WHEREAS, the City has been requested by the Arapaho LLC and Grand Teton Mountain Investments LLC, (the “Developer”) to consider a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”); and,

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to enter into all contracts necessary or incidental to the planning, development, construction and operation of any public improvement or facility; and

WHEREAS, the Board of Aldermen has authorized the Mayor to execute a Funding Agreement with the Developer on behalf of the city to provide funding for legal and financial consulting necessary for the city to properly and fully consider the Application; and

WHEREAS, the Board of Aldermen desires to enter into an agreement with Gilmore and Bell for legal services necessary to ensure that the City has properly and fully considered a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”);

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

1. The Engagement Letter with Gilmore Bell for their services in reference to the Arapaho LLC and Grand Teton Mountain Investments LLC, (the “Developer”) to consider a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”);, attached as **Exhibit A** is approved and the Mayor is authorized to execute the same on behalf of the city.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 22.17 was duly passed on _____, 2022 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. 22.17.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 28, 2022

Mayor and Board of Aldermen
Osage Beach, Missouri

Re: Community Improvement District/Transportation Development District (Beach Road and Other Projects)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Special Counsel to the City of Osage Beach in connection with the proposed petitions for the creation of a community improvement district and a transportation development district (collectively, the "Districts") expected to be submitted to the City by or on behalf of Arapaho LLC and/or Grand Teton Mountain Investments LLC (including any affiliates thereof, the "Developers").

SCOPE OF ENGAGEMENT

Gilmore & Bell will provide the following services as special counsel regarding the Districts:

1. Review and advise the City regarding the legal compliance of the petitions to create the Districts and related documents.
2. Prepare or review legal proceedings relating to the approval of the Districts and any agreements or other documents related thereto.
3. Prepare or review applicable resolutions and ordinances, public notices and other documents.
4. Assist the City Attorney in advising the City on legal matters incident to the approval of the Districts and any related economic development incentives.
5. Review and advise the City regarding the Districts and any incentives proposed by the Developers.
6. Assist the City Attorney in negotiating and drafting a district project agreement, transportation project maintenance agreement or other agreement among the City, the applicable District and the applicable Developer.
7. Attend such conferences and meetings as may be requested by the City in connection with the Districts.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel or any other party, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for herein. Our representation of the City will not affect our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon closing the transaction(s).

FEES AND EXPENSES

Our proposed fee for providing Special Counsel services will be based on our current hourly rate for shareholders, as adjusted from time to time. For calendar year 2022, our charge will be \$325 per hour. We commit that this rate will not increase by more than 5% per year. In addition to the fees set forth above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the Special Counsel services, such as travel, postage, deliveries, photocopying, printing and similar expenses. We will submit invoices for payment of fees incurred for Special Counsel services on a monthly basis or at such other times as the City may request.

RECORDS

At your request, papers and property furnished by you will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,



Mark A. Spykerman

MAS:

Mayor and Board of Aldermen
March 28, 2022
Page 3

ACCEPTED AND APPROVED:

Date: _____, 2022

CITY OF OSAGE BEACH, MISSOURI

By: _____
Title: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-18 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with B & H cleaning, expanding their cleaning services, for a yearly not to exceed amount of \$47,000. *First Reading*

Requested Action:

First Reading of Bill #22-18

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - This contract will start in May 2022

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-09-742000 Janitorial Services

FY2022 Budgeted Amount:	\$ 23,000
FY2022 Expenditures to Date (03/28/22):	(\$ 2,940)
FY2022 Available:	\$ 20,060
 FY2022 Requested Amount:	 \$20,060

Budget Line Item/Title: 20/30/35 -00-742000 Janitorial Services (each department)

FY2022 Budgeted Amount:	\$ 4,500
FY2022 Expenditures to Date (03/28/22):	(\$ 576)
FY2022 Available:	\$ 3,924
 FY2022 Requested Amount:	 \$ 3,924

Department Comments and Recommendation:

At the budget workshops held last summer, we discussed expanding our cleaning service at City Hall and at Public Works to have all bathrooms in both buildings cleaned five times a week. We currently have all the public restrooms at City Hall cleaned 5 times a week, but all other bathrooms in both buildings are cleaned three times a week. B & H Cleaning has just completed the first year of their existing contract. They have agreed to expand their service as indicated above; Exhibit A - specification for Janitorial Services has been modified to reflect this change.

This contract will go into effect on May 1st, 2022 for one year. The City Administrator may renew the agreement for up to an additional two years. There is also a clause in the contract that allows the City to discontinue this agreement with a 30-day written notice to the vendor. The current contract is for \$38,000 and the new contract will be \$47,000.

The cost breakdown for this contract is detailed below. All costs have been included in the 2022 budget.

- City Hall: 10-09-742000 = Was = \$17,640. The new yearly cost will be \$25,640.
- PW: 20/30/35-00-742000 = Was = 10,360 The new yearly cost will be 13,360 (Split equally among all 3 departments)
- LCF: 45-00-742000 = \$5,300 No Change
- GG: 47-00-742000 = \$2,700 No Change

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-18 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. The change in scope was accounted for when preparing for the FY2022 Operating Budget.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH B & H CLEANING, EXPANDING THEIR CLEANING SERVICES, FOR A YEARLY NOT TO EXCEED AMOUNT OF \$47,000.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with B & H Cleaning Services substantially under the terms set forth in the attached contract identified as Exhibit A and complete list of exaptation's as identified as Exhibit B.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Four-Seven Thousand dollars (\$47,000.00) plus any additional work to be billed at twenty-five dollars (\$25.00) per hour.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.18 was duly passed on Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes:

Nays:

Abstain:

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. 22.18.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

**JANITORIAL SERVICES CONTRACT
OSAGE BEACH, MISSOURI**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and _____, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, City heretofore submitted a request for bids for janitorial services for the City Hall facility; and;

WHEREAS, specifications for the janitorial services were prepared by the City and became a part of the bid request package, and;

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for janitorial services for City, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company agrees to perform janitorial services for City during the term of this agreement as may be directed by the Assistant City Administrator or Building Official including all specifications incorporated in, Exhibit A, attached hereto.
2. Failure to Fulfill Requirements. This Agreement may be discontinued by either party upon giving a thirty (30) day written notice.
3. Period of Contract. This Agreement shall run from May 1, 2022, to April 31, 2023. Company will provide janitorial maintenance service for \$47,000 per year, payable on a monthly basis and will charge \$25.00 per hour for additional work not covered in Exhibit A, when such work is requested by the City. The City Administrator may renew the Agreement for up to an additional two years upon the same prices, terms and conditions set forth in the attached Exhibit A.
4. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. This Agreement may not be assigned by Company without the express written consent of City. The City reserves the right to accept or reject any personnel assigned by the company to perform the services under this contract. Either party may terminate this agreement upon a thirty-day written notice.
5. Included Documents. This Agreement consists of Exhibit A- Specifications for Janitorial services, and this contract.

Janitorial Services Contract
Page 2

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first
above written.

City of Osage Beach, Missouri

By: _____

John Olivarri, Mayor

Attest:

City Clerk

Company:

Company Name

**SPECIFICATIONS
FOR JANITORIAL SERVICE
CITY OF OSAGE BEACH, MISSOURI**

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted

services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Terms for Successful Bidder

A single Company will be selected to service City Hall and the Police Department, located at 1000 City Parkway Osage Beach Mo 65065, as well as Public Works, located at 5757 Chapel Dr. Osage Beach Mo 65065. The company will be required to invoice on a monthly basis only. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

City Hall

The following services are to be provided on Monday, Wednesday and Friday. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Kitchens, Kitchenettes, Elevators, Courtroom, Conference Rooms, Fitness Rooms, Jail Cells, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, I as necessary.
- e. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- f. Sweep and mop all tile floors using disinfectant on floors. (Including Veteran Office)
- g. Vacuum all carpeted areas, including area rugs.
- h. Turn off any lights that you turned on. Lock any doors that you unlocked.
- i. Disinfect all door handles, knobs and push bars.
- j. Empty trash receptacles including all individual work areas.

Lobby Areas, Stairwells/Vestibules

- a. Empty all trash receptacles inside and outside, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.

- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary

Floors

- a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)
- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

The following services are to be provided daily. Services are to be provided after 5:00pm on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

- a. Clean as described in Lobby Areas above
- b. Empty trash receptacles, inside and out.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- a. Unfinished area on the lower level shall be swept once per month.

Public Works

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00pm on the days specified, unless other arrangements are made with the Public Works Director and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables
- b. Clean interior glass surfaces not including outside windows
- c. Sweep and mop all tile and vinyl floors

- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters, and tables
- b. Wipe down vending machines
- c. Sweep and mop all tile floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Replace trash liners inside and outside, including ashtrays
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Replace trash liners

Bay area

- a. Replace trash liners

The following services are to be provided daily. Services are to be provided after 5:00pm on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

- h. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- i. Replenish all soap, paper and disposable products.
- j. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- k. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- l. Sweep and mop all tile floors using disinfectant on floors.
- m. Turn off any lights that you turned on.
- n. Empty trash receptacles.

JANITORIAL SERVICES CONTRACT
OSAGE BEACH, MISSOURI

This Agreement is made and entered into this _____ day of _____, 2022, by and between the City of Osage Beach, Missouri, hereinafter referred to as “City” and _____, hereinafter referred to as “Company”.

WITNESSETH:

WHEREAS, City heretofore submitted a request for bids for janitorial services for the City Hall facility; and;

WHEREAS, specifications for the janitorial services were prepared by the City and became a part of the bid request package, and;

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for janitorial services for City, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company agrees to perform janitorial services for City during the term of this agreement as may be directed by the Assistant City Administrator or Building Official including all specifications incorporated in, Exhibit A, attached hereto.
2. Failure to Fulfill Requirements. This Agreement may be discontinued by either party upon giving a thirty (30) day written notice.
3. Period of Contract. This Agreement shall run from May 1, 2022, to April 31, 2023. Company will provide janitorial maintenance service for \$47,000 per year, payable on a monthly basis and will charge \$25.00 per hour for additional work not covered in Exhibit A, when such work is requested by the City. The City Administrator may renew the Agreement for up to an additional two years upon the same prices, terms and conditions set forth in the attached Exhibit A.
4. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. This Agreement may not be assigned by Company without the express written consent of City. The City reserves the right to accept or reject any personnel assigned by the company to perform the services under this contract. Either party may terminate this agreement upon a thirty-day written notice.
5. Included Documents. This Agreement consists of Exhibit A- Specifications for Janitorial services, and this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first
above written.

City of Osage Beach, Missouri

By: _____

John Olivarri, Mayor

Attest:

City Clerk

Company:

Company Name

**EXHIBIT A-
SPECIFICATIONS
FOR JANITORIAL SERVICE
CITY OF OSAGE BEACH, MISSOURI**

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted

services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Terms for Successful Bidder

A single Company will be selected to service City Hall and the Police Department, located at 1000 City Parkway Osage Beach Mo 65065, as well as Public Works, located at 5757 Chapel Dr. Osage Beach Mo 65065. The company will be required to invoice on a monthly basis only. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

City Hall

The following services are to be provided on Monday, Wednesday and Friday. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Kitchens, Kitchenettes, Elevators, Courtroom, Conference Rooms, Fitness Rooms, Jail Cells, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, I as necessary.
- e. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- f. Sweep and mop all tile floors using disinfectant on floors. (Including Veteran Office)
- g. Vacuum all carpeted areas, including area rugs.
- h. Turn off any lights that you turned on. Lock any doors that you unlocked.
- i. Disinfect all door handles, knobs and push bars.
- j. Empty trash receptacles including all individual work areas.

Lobby Areas, Stairwells/Vestibules

- a. Empty all trash receptacles inside and outside, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.

- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary

Floors

- a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)
- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

The following services are to be provided daily. Services are to be provided after 5:00pm on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

- a. Clean as described in Lobby Areas above
- b. Empty trash receptacles, inside and out.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- a. Unfinished area on the lower level shall be swept once per month.

Public Works

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00pm on the days specified, unless other arrangements are made with the Public Works Director and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables
- b. Clean interior glass surfaces not including outside windows
- c. Sweep and mop all tile and vinyl floors

- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters, and tables
- b. Wipe down vending machines
- c. Sweep and mop all tile floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Replace trash liners inside and outside, including ashtrays
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Replace trash liners

Bay area

- a. Replace trash liners

The following services are to be provided daily. Services are to be provided after 5:00pm on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

Lee C. Fine and Grand Glaize Airport

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

- a. Clean and disinfect sinks, counters and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs and push bars.
- i. Empty trash receptacles including all individual work areas.

Lobby Areas

- a. Empty all trash receptacles inside and outside, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean and shine drinking fountains.
- d. Sweep and mop all tile floors using disinfectant on floors.
- e. Vacuum all carpeted areas, including area rugs.
- f. Turn off any lights that you turned on. Lock any doors that you unlocked.
- g. Disinfect all door handles, knobs and push bars.
- h. Dust and disinfect all handrails and guardrails.
- i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #6 with Cochran Engineering to assist the City with a new Park Master Plan for an amount not to exceed \$48,500.00. *First Reading*

Requested Action:

First Reading of Bill #22-19

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes, this project is over budget. A budget amendment will follow this agenda item

Budget Line Information (if applicable):

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

FY2022 Budgeted Amount: \$30,000

FY2022 Expenditures to Date (03/29/22): (\$0.00)

FY2022 Available: \$30,000

FY2022 Requested Amount: \$48,500

Department Comments and Recommendation:

This project was bid out in late December and the bid opening was on February 4th at 2pm. The City received 4 bids. The bid tab is attached.

Jeana, Nicole, and I reviewed all 4 bids and decided to recommend Cochran Engineering to assist the City with creating a new Park Master Plan. All four proposals provided were very detailed, but Cochran's proposal stood out to us based on their attention to detail, their experience with these types of projects, and their knowledge of the City.

They understand the board's desire to explore the feasibility of adding a multiple-use sports complex or soccer/baseball field expansion that could attract travel soccer or expand on the travel baseball that we currently host at our parks. They also know that we are committed to expanding on recreational options such as trails, playgrounds, splash pads, etc. in our parks.

If awarded this project, Cochran will first meet with City staff to review existing information. This will include a review of the park's current budget, recreational programs, wage scales, partnerships, and previous planning documents. With this data in hand, they would begin their market analysis to gain a better understanding of our community needs. Gain additional data through stakeholder meetings and public input and then provide an operational opinion that would bring all of these factors together.

This will allow them to provide the City with conceptual site plans and cost estimates that provide detail for park expansion or/and changes to existing park amenities, processes, and functions.

I have summarized their plan here in my notes, but Cochran provides more details in the attached supplement agreement #6.

The budget for this project is \$30,000. A budget amendment will follow this agenda item to account for the overage.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-19 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. A budget amendment follows this request. General Fund unrestricted funds are available to cover the additional costs, should the Board of Aldermen choose to approve the supplemental agreement.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING TO ASSIST THE CITY WITH A NEW PARKS MASTER PLAN IN AN AMOUNT NOT EXCEED \$48,500.00.

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

WHEREAS, the City desires to enter into Supplemental Agreement No. 6 to complete, extend, or continue the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign a contract with Cochran Engineering to assist with the city a new Park Master Plan, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty-Eight Thousand, Five Hundred Dollars. (\$48,500.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.19 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.19.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT #6 –

LUMP SUM PROPOSAL

March 29, 2022

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare a **Park Master Plan for the City**. Ballard King will provide sub-consulting services and assist with the Market Analysis, Stakeholder Meetings and Operational Opinion. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

Kick-Off & Review Existing Information:

Cochran and Ballard King will hold a kick-off meeting for the project. In addition to the kick-off meeting, Cochran and Ballard King will request access to information that the City has compiled about the operation and management of its current facilities.

Kick-Off Meeting Items:

- Determine Timeline
- Determine Lines of Communication
- Outline Deliverable
- Establish Points of Contact
- Outline Goals for Study
- Establish Potential Service Areas (direct correlation to market analysis)

Review Existing Information

- Most recent operation budget for recreation
- The past 4 seasons recreation program brochures that have been produced
- Wage scales (both full-time and part-time)
- Strategic partnerships
- Any other previous planning documents

Market Analysis

The development of a market analysis for the project helps us to understand the community and provides statistical data for the City of Osage Beach. The statistical data is important because it will quantify the need and demand for various activities and

facilities. In short, the use of this tool eliminates the emotion of “feeling” that amenities or programs are needed and places those “feelings” in the language of statistics. Items that would be included in the market analysis include:

- Demographic Review
 - Median Age
 - Median Household Income
 - Household Budget Expenditures
 - Recreation Spending Potential Index
 - Age Distribution
 - Age Category Growth
 - Race & Ethnicity
 - Tapestry Segmentation
- Participation Statistics
 - Developed by the National Sporting Goods Association’s Annual Survey
 - Participation by:
 - Nation
 - Age Distribution
 - Geographic Region
 - Median Age
 - Average Unique to Osage Beach
 - Participation in:
 - Baseball
 - Football
 - Lacrosse
 - Soccer
 - Softball
 - Unique Average Applied to Population Estimates
 - Trend Comparisons
 - National Trends
- Identification of Other Providers (regionally)
- Opinion on Playable Surfaces
- Operational Realities of Various Components

Stakeholder Meetings & Public Input

In addition to the market analysis portion of the study, it is also important to layer information gathered from stakeholders and the public at large about the project. In stakeholder meetings, it will be important to determine what each group may benefit from the master plan. Additionally, it is important to understand their current and future participation levels and usage of proposed facilities. Beyond the stakeholders, it is also important to engage the public at large to gauge if their opinion is in alignment with the options received by stakeholders. Stakeholder meetings are typically held over a 1–2

day period of time with the adjoining evening representing an opportunity for a public meeting. Typical stakeholders would include but not be limited to:

- Elected Officials
- Full-Time Staff (recreation & parks)
- Youth Sports Organizations
- Adjacent Communities
- Tournament Organizers
- Other Groups Deemed Appropriate by the City of Osage Beach

Operational Opinion

Based upon the review of existing information, market analysis, and public input the team can then move forward with the master plan and present said plan to the City. The plan also allows for the development of an operation opinion of said plan. An operational opinion will not develop a line-item budget for the new plan, but rather provide an order of magnitude based upon amenities as to what the long-term financial impact would be on the City of Osage Beach. Additionally, in the development of an operational opinion, we would offer an opinion as to whether or not the City would see additional revenue and/or positive economic impact from the plan. Key areas that the plan would focus on:

- Staffing Levels (part-time and full-time)
- Expenditures
- Revenue Enhancements
- New Revenue Opportunities
- Economic Impact

Conceptual Site Plans and Cost Estimates

Based on all data gathered as part of the Master Plan scope, Conceptual Site Plans and construction cost estimates will be prepared depicting the recommended park improvements and presenting the associated costs. Conceptual Site Plans will be schematic in nature and utilize aerial photography of the existing park. We anticipate Conceptual Site Plans will be prepared for City Park and Peanick Park.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Geotechnical/Wetlands/Asbestos/Traffic/Fire Flow Studies or Reports
3. Construction Documents and Specifications
4. Topographic, Utility, and Boundary Survey
5. Construction Administration/Inspection/Stakeout
6. Subdivision or Rezoning of property

FEE:

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of **\$48,500.00**.

Supplemental Agreement No. 6 accepted as defined herein:

Sincerely,



David Van Leer, P.E.

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

City of Osage Beach Park Master Plan

Bid Opening Date: 2/4/2022

	Lake of the Ozarks Council of Local Governments		Planning Design Studio		Cochran Engineering
Vendor Name	Horner & Shifrin				
Amount	\$	109,000.00	\$	21,250.00	\$ 48,500.00



REQUEST FOR PROPOSAL

CITY OF OSAGE BEACH - PARK MASTER PLAN



573-525-0299
905 Executive Drive
Osage Beach, MO 65065
www.cochraneng.com

EXECUTIVE SUMMARY

Mr. Mike Welty, Assistant City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Re: Request for Proposals – Park Master Plan 2022

Mr. Welty:

Understanding

Thank you for the opportunity to submit our response to your Request for Proposal – Parks Master Plan 2022, and we acknowledge receipt of addendum 1.

Based upon the Request for Proposal and our site visit of the City Park & Peanick Park with Assistant City Administrator – Mike Welty, Parks and Recreation Director/Manager – Nicole Stacey and Recreational Specialist – Justin Alexander, we have reviewed the RFP and understand the city is seeking a qualified team to assist the city as outlined in the RFP, in providing planning documents and evaluations necessary to update the City's Park Master Plan with community engagement. We further understand the City is looking to meet the needs of the community, utilized all of the resources available, review additional opportunities, address current needs of the park and recreation operational facilities, current parking and traffic flow at both parks and explore revenue generating opportunities through current park activities or new ventures. In addition, Dave Van Leer has worked with Mr. Welty in reviewing the needs of City Park and in developing a culvert project for stormwater improvements to be completed within the 2022 budget.

Our Team

Since 2020 Cochran has been working side by side with the City including the review of challenges and desired changes for City Park. For this project Cochran partnered with Ballard King a recreation planning and operations consultant. They will assist throughout the development of the plan, creating a deep dive into revenue generation, inclusion and equity, quality over quantity, resiliency and sustainability and community health portions of the City's request. Our commitment is to develop a plan that fulfills the RFP, but which is doable, fulfills the needs of the community, explores revenue generation opportunities, lasting and constructible projects within the City's budget and the park and recreation team's manageability.

Funding

Cochran has assisted numerous communities with over 160+ million dollars in the past 10 years. This includes \$50M in assistance for Franklin County and numerous dollars for park and recreation improvements which includes the Cities of Washington, Valley Park, and Edmundson. With our experience, the Cochran+ Ballard King team will continue to explore ways to maximize funding while delivering your projects in an expedited and efficient way.

Approach & Collaboration

We believe collaboration and communication will be key in creating a successful decade lasting master plan.

As we have demonstrated in our past and ongoing projects with the City of Osage Beach team, the Cochran team along with Ballard King will work closely with all stakeholders to ensure all activities are identified and all details complete. In addition, Cochran+Ballard King will attend all meetings necessary and provide updates and monthly project reports to ensure all involved are up to date on all activities and status.

We will put your needs first by listening to understand the need and requirements of the project. Cochran seeks to understand the needs of the community, parks & recreation system and its stakeholders has for each proposed task and project. While we will bring our team's experience of planning, design, citizen engagement and our experience of prioritizing the plans and elements necessary for decision making and capital improvement planning.

We will not bring preconceptions to the project and will work to understand each need and concern as the city defines. The Cochran+Ballard King team will investigate, collaborate and evaluate the issues and concerns facing the city's team, community and stakeholders. Once they are identified we will research various solutions and prioritize our findings to integrate them into the comprehensive Master Plan with options and potential funding opportunities.

EXECUTIVE SUMMARY

Familiarity and Proximity

We are local with boots on the ground in Osage Beach. We have a local team with vested interest in growing and improving the Osage Beach Park System for now and their families in the future. In addition, Cochran brings the experience of working with the City of Osage Beach's team as City Engineer since 2019. This experience provides us with the working knowledge and understanding of the city's budgets, challenges and goals. We have learned the ins and outs of the City's processes, formed relationships with the city's stakeholders and community and look forward to partnering with you on this exciting historic and memory making plan.

Proposal

Cochran together with Ballard King agree to perform the work identified in this Request for Proposal and per Addendum 1 for \$48,000.

We appreciate the opportunity to submit our qualifications. After reviewing our experience, if you have any questions, please feel free to contact David Van Leer at 636.584.0540 or email at dvanleer@cochraneng.com to discuss further. Thank you for your consideration and we look forward to working with your team.

Sincerely,



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PARKS & RECREATION SERVICES

Parks & recreation projects have the special distinction of bringing together communities. Cochran brings 3 years of working with the City of Osage Beach and over 60 years assisting municipal clients with Parks & Recreation projects, on over 150 projects from new pocket parks, minor improvements, renovations, revenue generation evaluations, ADA fishing additions, stormwater management, parking & quick traffic flow improvements, owner representation and master planning. We are committed to bringing our team, familiarity to the city and parks system, along with the Ballard King a recreation planning & operations consultant. Our commitment is to listen, be responsive and approach each need with the interest of your community, guiding principles, budget and schedule in mind. With over 80 licensed architects, engineers, surveyors and professional staff support, the Cochran+Ballard team have the experience and resources to provide a complete review delivering a usable, realist and constructible document for the next decade.

From master planning, data collection & inventory, community engagement, new buildings, renovations, athletics fields, full site development, storm water management, DNR, Corp of Engineers, State of Missouri and transportation needs, the Cochran+Ballard King team will provide all services requested under one team. With our vast services and experienced team, we have the knowledge and flexibility to accommodate your project, adhere to your guiding principles, deliverables and scope of work outlined in the Request for Proposal. Our promise is to approach this opportunity by thinking outside of the box and incorporating innovative, decade lasting master plan to help the city plan, improve, manage and grow the park system compatible with the community and city needs and goals. Whether its a new restroom or concession stand upgrades or an entire master plan for a new or upgraded park system, Cochran+Ballard King has the collective experience to complete your parks & recreation project. With all services available in-house, Cochran's 80+ employees have the ability and capability to bring your project to fruition. Most importantly, Cochran has established a reputation of completing projects on-time and on-budget.

While every project is unique and every client's needs are different. As a medium-sized and privately owned company, Cochran has the flexibility to provide out-of-the-box solutions to help our clients tackle these extraordinary and unique projects and challenges.

We believe in providing creative and implementable designs which are cost effective, deliverable and will bring enjoyment and memories to your community for years to come.

Please continue to review the Cochran + Ballard King's experience - one of our favorite success stories.

In July 2013, we were selected to design the mass grading of the new Veterans Memorial Park for the City of Union, however the master plan, developed by a previous consultant, exceeded the city's buget by over \$4 million dollars. **Cochran assisted the city to remaster the plan and get the project to a constructible point from the original estimate of between \$8-9 million, to a final redesign and construction cost of \$4.9 million. .**

OUR SERVICES

- Master Planning
- Civil / Architecutre/Survey/ Construction Testing & Inspection/ Construction Administration / Owner's Representation
- Fields Design
- Trail System Design
- Sustainable Design & Low Impact
- Landscape Architecture
- Water Management
- Community Engagement
- Lakes & Ponds 0 ADA Fishing
- Park & Recreation Facilities
- Roadway and Traffic Improvements
- Revenue Generating Analysis
- Capital Improvements Programming, Coordination and Implementation
- Construction Management and Administration, Bidding
- Funding Assistance
- Tournament Experience
- Natural Resource Managmenet Renovations
- Corp of Engineer / DNR Coordination

OUR PARTIAL LIST OF CLIENTS

- City of Washington
- City of Union
- City of Sullivan
- City of Truesdale
- City of Valley Park
- Mercy Hosital Trail System
- City of Warrenton
- City of Arnold
- City of University City
- City of Herculanum
- St. Albans Golf Course
- City of Lebanon
- City of Ellisville
- City of Ozark
- City of De Soto
- City of Sunset Hills
- City of Wentzville
- City of Pacific
- City of Marthasville
- City of Perryville
- City of Wright City
- Sullivan School District - Athletic Field Complex
- City of Crystal City

FIRM PROFILE



CONTACT

David Van Leer, P.E.

Email: dvanleer@cochraneng.com

Phone: (573) 525-0299

www.cochraneng.com

OFFICE LOCATIONS

Union

Saint Louis

St. Charles County

Southeast Missouri

Southwest Missouri

Osage Beach

OUR TEAM

Engineers	19	Geotechnical	2
Architects	3	P.L.S.s	4
Structural	3	L.S.I.T.s	2
E.I.T.s	10	Survey Crew	10
Engineering Technicians	15	Administration	8
Construction Testing	14		

CREDENTIALS & INSURANCE

We carry the following Professional Liability Insurance:

\$4,000,000 aggregate

\$2,000,000 per occurrence

PRINCIPAL INVOLVEMENT

Our commitment to our clients include principal involvement in all phases of a project. They each take personal as well as professional responsibility on the success of all projects and make sure every client and project receives the individual attention it deserves. In addition, they guide the firm in focusing on our customer service philosophy and core values which include the highest quality, best creative design, collaboration with our clients, ethical business practices and respectful teamwork.

COCHRAN'S PRINCIPALS

Chris
Boone,
P.E.

Shannon
Johanning,
P.E.

Kurtis
Daniels,
P.E.

Dave
Christensen,
P.E.

POLICIES & MO LICENSE

Cochran is a licensed State of Missouri business with 25 professionally licensed Engineers/Surveyors/Architects on staff.

For the protection and safety of our clients and employees, Cochran is a drug free company. We conduct pre-employment drug screenings, along with random testing. Cochran is enrolled in the Federal Work Authorization Program and utilizes E-Verify to certify our workforce.

CUSTOMER SERVICE PHILOSOPHY

We believe **teamwork**, **excellence**, **quality** and **trust** are the four necessary components to providing outstanding customer service for our clients. The combination of our nearly 60 years of experience, our commitment to these fundamental beliefs, our strong work ethic and track-record to meet or beat deadlines has resulted in a 95% return clientele.

DESIGN METHODOLOGY

Cochran approaches every project with the objective of providing a quality services for the best value, while being conscientious of sustainability measures. In order to be successful in meeting a client's goals, it is important to establish and understand the goals from the onset of the project. Whether in the initial study phase, during design or during construction, our engineers consider options for achieving our client's goals for cost effectiveness and sustainability. This can include value engineering evaluations on specific portions of the design or identifying low impact design alternatives, operation cost reduction measures or energy savings options.





Ballard*King & Associates, LTD

Contact Information & Firm Overview

Ballard*King & Associates, Ltd (B*K) was established in 1992 by Ken Ballard and Jeff King in response to the need for market-driven and reality-based recreation planning. B*K has achieved over 28 years of success by realizing that each client's needs are specific and unique. With over 70+ combined years of facility management and planning experience in the collegiate, public, non-profit and private sector, our consulting firm has completed over 800 projects in all 50 states and has working relationships with more than 150 architects coast-to-coast.

B*K forms a consulting firm that provides a variety of services for clients who are considering the completion of a comprehensive master plan. Our vast practical experience working in the parks and recreation industry and consulting across the country enables us to help clients evaluate markets, evaluate facilities, engage the public, provide recommendations, and develop accurate third-party operational plans.

B*K provides services to ensure the long-term success of your project. B*K has built our reputation on telling clients what they need to hear and providing them independent third-party analysis so they can make sound decisions that are in the best interest of their organization and community.

Teamwork is a core aspect of our firm. We work together ensuring all clients are receiving the wealth of knowledge B*K brings. The success of any project begins with an integrated, mutually valued approach to the individual needs and goals of each client. Thus, we team with you and for you. First and foremost is our reputation of being a company of strong ethical character. Our top concern is our client's best interests and our approach is always honest and down-to-earth. We aim to help each client see the full potential of their project by providing trustworthy services to achieve their goal.

Headquarters: 2743 E. Ravenhill Circle
Highlands Ranch, CO 80126

Year Established: 1992
Number of Consultants: 5

Office: (303) 470-8661
Fax: (303) 470-8642

E-Mail: bka@ballardking.com

Website: www.ballardking.com

OUR SERVICES



Needs Assessment

- * Feasibility Studies
- * Market Studies
- * Economic Impact Projections
- * Staffing Levels
- * RFP Review

Design Issues and Concepts

- * Financial Analysis and Budgeting
- * Maintenance Costs
- * Design Requirements
- * Operations Planning
- * Design and Layout Review

Input

- * Public/Student Surveys
- * Citizen/Student Input Sessions
- * Focus Groups
- * Campaign Strategy for Bond Issues
- * Stakeholder Meetings

Operations Analysis

- * Fees and Charges
- * Sponsorship Packages
- * Marketing Plans & Strategies
- * Corporate Involvement
- * Operational Performance Indicator Analysis (OPIA)

Facility Components

- * Component Recommendation
- * Program Space Narratives
- * Equipment Needs
- * Site Analysis

Funding Analysis

- * Operating Cost & Revenues
- * Capital Funding Sources
- * Project Partnering

Operations Assessment

- * Budgets
- * Fees and Charges
- * Staffing
- * Maintenance
- * Marketing
- * Physical Assessments

Ballard*King & Associates offers a wide variety of pre and post-construction services and are dedicated to prescribing a scope of services unique to each client's individual needs and goals.

PROJECT EXPERIENCE

PARKS



ROTARY PARK - CITY OF WENTZVILLE

PARK MASTER PLAN REPORT CITY OF SULLIVAN, MISSOURI

The City of Sullivan selected Cochran, Ballard-King and Gateway Design Studio, Inc. in 2014 to design a Master Plan Report for the 105 acre Campbell-Chapman Park Complex, Meramec fair grounds and relocation of the 29 acre "Sunny" Jim Bottomley Park.

The project will feature lighted 4 natural turf soccer, baseball and softball fields. Additional features include covered spectator seating, pavilions, meeting rooms, concessions, restrooms with storage facilities, and needed utility, parking & roadway infrastructure. Additional features will include fairground facility improvements, lakeside pavilion with restrooms and catering accommodations and **walking trails**. Along with a large pavilion in the park that would have meetings rooms and conditional spaces for parking.

Wayfinding, signage, access roads and infrastructure projects will complete the project.

Cochran performed interviews with key community leaders, forums with sport association leaders, and meetings with the Fair Board members. Part of the community feedback was the need for a new stage for the Fairgrounds. A Phased Project design was developed to suit the City's budget

LOCATION

Sullivan, Missouri

CLIENT

City of Sullivan

SERVICES BY COCHRAN

Master Planning/Architecture/Civil/
Survey/Funding Assistance

DATE COMPLETED

Master Plan Completed Spring 2015



PARK MASTER PLAN REPORT CITY OF WARRENTON, MISSOURI

Cochran was selected to create a master plan for the City of Warrenton's newly purchased 45+ acreage of land. Cochran and the City worked together to find the best use for the land. Cochran designed a passive park for the rapidly growing community of 8000+. As part of the project, a new road through the park would connect the east and west sides of town to create better circulation. The project is in the first phase of planning/construction.

The new park includes a new 50,000 square foot Rec Center with a zero entry indoor pool linked to an outdoor pool with sun shades, restrooms, concessions and space for a variety of indoor activities for the community to enjoy. This project is pending funding. The park also includes:

- Horseshoe pits
- Disc golf course
- Dog park
- 7 small pavilions
- 1 large pavilion with restrooms
- Existing 8 acre lake
- **1 mile lake trail loop**
- **2+ miles of wooded trails**
- Amphitheater
- 2 restroom buildings
- Playgrounds
- ADA fishing platforms

LOCATION

Warrenton, Missouri

CLIENT

City of Warrenton

SERVICES BY COCHRAN

Master Planning Conceptual /
Architecture/Civil/Survey/Geotechnical &
Environmental/ MoDOT permitting



DATE COMPLETED

Master Plan Completed Spring 2016





VETERAN'S MEMORIAL PARK

Multiphase Park Project for the City of Union

Cochran was selected for the site development and mass grading of this 43 acres park, however with the original master plan design and budget of the consultant far exceeded the set city's budget by millions of dollars. Cochran worked with the city on a phase approach and rework the park to bring the project to a constructible point and was completed in multiple phases. Phase One consisted of excavation and mass grading for 2 soccer fields, 1 football field, 5 baseball/softball fields, 2 ponds, and various support infrastructure. When completed the park will be a full service facility with sport fields, concession stands, bleachers, restrooms, and other amenities, which will support sporting events, including a sprinkler park, walking trails, playgrounds, wetlands and other park features. Construction began in July of 2013

Cochran provided value engineering saving of approximately \$600,000 and the development of a grading plan for park to accommodate all features including athletic fields, concession stands, bathrooms, walking trails, pavilions, ponds, and playgrounds. Mass grading included over 100,000 cubic yards of excavation. Storm water conveyance and management, roadway and parking lot design was included along with layout.

Cochran was able to design a 1 mile trail loop that connected to City sidewalks and winds through a wooded nature area as well as a 1/4 mile ADA accessible trail. The lakes also features ADA compliant fishing platforms and have nearby all-ability play structures. Since its completion in 2017, this project has been significant amenity added to the City of Union's Park system combining athletic and passive park features for the community to enjoy. Cochran was the lead engineer and designer for this park.

LOCATION

Union, Missouri

CLIENT

City of Union

DATE COMPLETED

Construction: Spring 2017

SERVICES BY COCHRAN

- Master Planning
- Architecture
- Site/Civil Design
- Geotechnical
- Environmental
- Survey
- Construction Administration
- Construction Inspection & Testing
- Water Management

CLIENT REFERENCE

Jonathan Zimmermann
City Administrator
636-583-3600





PERUQUE VALLEY PARK

New Multifield Complex

Cochran provided construction management for Wentzville's newest park at Peruque Valley. Cochran was hired to complete the design of the park and perform value engineering on an existing park design. This is a 4.5 million dollar park that consists of 4 baseball fields, 3 practice fields, trail systems and multiple storm water management bioswale systems. The concession stand features restrooms and full kitchen, a low pressure sanitary sewer system with a lift station. The concession stand is fully heated and cooled, had pavilions on three sides, utilized low maintenance materials and is fully ADA accessible.

The park had a mass grading quantity of over 126,000 CY of earth to be moved. Cochran & Mr. Daniels were able to bring this job in under budget by over 10%. Through this care and dedication, Cochran can deliver your projects with quality and economics that all clients need.

Future development plans include outdoor classroom, paved backbone trail , natural trails, picnic shelters, creek overlooks, playgrounds, additional ball fields, lake/board walk, adventure areas and environmental meadows.

Cochran was the lead engineer and designer for this park.

LOCATION

Wentzville, Missouri

CLIENT

City of Wentzville Parks Department

DATE COMPLETED

Design Completed 2015
Construction Complete 2016

SERVICES BY COCHRAN

Architecture
Site/Civil Design
MEP
Survey
Construction Administration
Construction Testing & Inspection
Structural

CLIENT REFERENCE

Mike Lueck
Director of Parks & Rec
(636) 639-2080





HEARTLAND PARK DEVELOPMENT

New Project located in the City of Wentzville

Cochran provided construction management services for the City of Wentzville's 59 acres - Heartland Park development. The project began in July 2013 and was completed in 2017, with an additional 2 year period for maintenance of the native planting growth.

Services provided include project management and oversight, inspection of all construction services; general contractor coordination, budget controls, scheduling, administration, construction

inspection, value engineering, quality assurance, creation & maintenance of project records, material testing coordination, shop drawing submittal review and approvals, and RFI's submittal review and approval. Cochran brings our expertise in park development and related park construction projects related to previous building experience in the construction of ball fields and soccer fields; as well as landscape, irrigation, turf and design grading construction development.

Angel Moms Memorial – In 2015, Cochran designed a memorial walk-way at Heartland Park for the Angel Moms organization. They wanted a peaceful experience within the park to enjoy views of the lake and have a quiet moment. The project included design lookouts, memorial pavers, landscaping, waterfall with a feature sculpture, and smaller creeks with additional memorial sculptures throughout. Upon design completion, Cochran assisted in the cost estimate and preparation of construction documents Construction completed 2017.

Walking Trail Connector – In 2018, Cochran completed design of a 10' wide concrete section of trail (including 2 box culverts) to connect the existing trail to City sidewalks

along the roadway, completing loop around outer edge of the lake. Plans and specifications were prepared and provided for construction bidding.

Jake's Field of Dreams – In 2018, Cochran again assisted with the next phase of development of Heartland Park, Jake's Field of Dreams, a universally inclusive playground that brings kids and adults of all abilities together to play. Cochran proudly provided grading plans, retaining wall design, construction staking, geotechnical and material testing services.

LOCATION

Wentzville, Missouri

CLIENT

City of Wentzville

DATE COMPLETED

November 2019

SERVICES BY COCHRAN

Construction Administration
Landscape Design
Materials Testing
Construction Documents
Design Walking Trails & Connections All-Inclusive Playground
Cost Estimation

CLIENT REFERENCE

Mike Lueck
Director of Parks & Rec
City of Wentzville
(636) 639-2080





(3) CITY PARK UPGRADES – City of Lebanon, Missouri

Cochran was selected to upgrade various aspects of the City of Lebanon's park system. To date, we have planned and designed upgrades to three separate parks in the City. Plus, we have designed new entrance signs for all three parks.

Cochran completed the design of a shelter foundation and a handicapped accessible restroom facility in **Edna Atchley Park**. The facility included (4) fixtures, along with a family restroom. We matched the concrete block colors of an existing monument sign. Maintenance free materials were utilized, with masonry walls and metal roofing. To help with the budget, park personnel were able to complete some portions of the work.

We have completed two projects for **Boswell Park**, which included a new ADA restroom building and relocating a splash pad. Plus, a Route 66 themed restroom/pavilion, improved parking and drive through area to allow access by car to the new Route 66 Historical Mural Wall. There are three sections of wall with a custom designed fountain in the center. The sidewalk was designed with no curb along the fountain and walls to ensure these elements were easily accessible by all.

Major improvements to **Nelson Park** was completed in Spring 2017. The improvements include a restroom/concession stand, ball park relocation, stormwater drainage improvements, new concrete walkways, a new playground and bleacher stands.

Currently we are working with the Department for additional major improvements to this park.

LOCATION

Lebanon, Missouri

CLIENT

City of Lebanon Parks Department

DATE COMPLETED

Design Completed June 2016

Construction Completed 2017

SERVICES BY COCHRAN

Architecture
Survey
Civil Engineering
Stormwater

CLIENT REFERENCE

John Shelton
Park & Recreation Director
417-991-2350





WOODLAND SHARED USE PATH CITY OF DE SOTO, MISSOURI

The City of De Soto selected Cochran to design a 1.3 mile long path, 10' wide, connecting the Vineland Elementary School and De Soto High School. The design included a 1.3 mile asphalt path cut through the tree filled ground, a pedestrian bridge, park benches, stormwater control, use of native grasses and reuse of available elements of natural rock cuts and a parking lot. Cochran provided design, survey, and assisted the City throughout the bidding phase, permitting, and construction phase, ongoing construction meetings and site observations. By connecting the two schools with the practice fields around them, this path has given the community and parents an avenue to exercise, yet remain close as soccer and ball games are practiced and played.

LOCATION

De Soto, Missouri

CLIENT

City of De Soto

DATE COMPLETED

Construction: 2017

SERVICES BY COCHRAN

Civil Design
Trail Design
Survey
Bid Administration
Construction Services





DISABLED VETERAN'S MEMORIAL

Memorial Project in the City of Union

Cochran designed the Disabled Veteran's Memorial which is a part of the new Veterans Memorial Park that the City of Union is building. The Missouri Pathfinders is a 501(c)(3) organization that developed the memorial. Cochran worked with the committee to develop Community Funding packets with renderings, information and cost estimates.

The memorial was designed based on the information gathered from the committee on key elements that needed to be incorporated. Some of these elements were the pentagon shape, stadium, seating, flags, granite memorial plaques, and branches of the military. With the focus of the memorial for Disabled Veterans, all elements are handicap accessible and are connected directly to the handicap accessible parking area.

LOCATION

Union, MO

CLIENT

Missouri Pathfinders

DATE COMPLETED

Design Completed: January 2016
Construction Completed: October 2016

SERVICES BY COCHRAN

Architecture
Survey
Civil Engineering
Construction Administration
Construction Testing & Inspection

CLIENT REFERENCE

Mark Vincent
636-583-3600



KEY PERSONNEL

JEFFERSON POINT PARK PAVILION – LAKE SAINT LOUIS



KEY PERSONNEL

Our combined Cochran/Ballard King Team is confident in its ability to successfully meet the requirements outlined in your RFP. Our Team is ready to begin work immediately on your project and will be dedicated to your success from start to finish.



SHANNON JOHANNING —VICE PRESIDENT

Mr. Johannning is Principal and Vice President responsible for Cochran's park and recreation, civil, construction testing & inspection, geotechnical & environmental & architectural divisions. He brings a combined 34 years of construction and civil design experience; 27 of those years at Cochran. His municipal experience includes – park and recreation / field design, water, wastewater, storm water, transportation and support buildings. Mr. Johannning is a registered Professional Engineer in Missouri, Illinois, Kansas, Iowa, Georgia, Idaho, Nebraska, North Carolina, South Carolina, Utah, Virginia, Washington, Oklahoma, Oregon, Pennsylvania, Arkansas, Kentucky, Colorado, Texas, North Dakota, and South Dakota.

EDUCATION.

Bachelor of Science, Civil Engineering, University of Missouri – Columbia, 1988

EXPERIENCE.

34 Years



DAVE VAN LEER —SENIOR CIVIL PROJECT ENGINEER

Mr. Van Leer is in charge of preparation of project engineering designs and reports complete with analysis of data and consideration given to feasibility and alternatives, project design, cost estimation, financial analysis and recommendations. Mr. Van Leer provides new development plan design review and supervised construction inspection services. With 15 years of experience, Dave has been instrumental in the design and management of water, wastewater, park and recreation, building and private market projects. One notable project is the design and construction of the Veterans Memorial Park in Union, MO. Dave is known for his attention to detail and on time and on budget projects. He is a registered Professional Engineer in Missouri. Dave serves as the point of contact for the City of Osage Beach under our City Engineer contract

EDUCATION.

Bachelor of Science, Civil Engineering, Missouri University of Science & Technology, 2007

EXPERIENCE.

15 Years



JOE MCGOWAN —DIRECTOR OF ARCHITECTURAL SERVICES

Mr. McGowan is the Director of Architecture and is in charge of design. He has managed the master planning, design build and design and construction of many private and public of the parks and recreational projects. Mr. McGowan joined the Cochran team in 2004 and is a Professional Registered Architect in Missouri and Illinois..

EDUCATION.

Bachelor of Science, Electrical Engineering, University of Missouri – Columbia, 1988
Bachelor of Science, Architecture, University of Kansas, 1990

EXPERIENCE.

32 Years

KEY PERSONNEL



BRIAN GENTGES —SENIOR DESIGN/PROJECT ARCHITECT

Mr. Gentges joined the Cochran team in 2005 and brings over 34 years of experience. As a licensed Architect, Brian brings the unique experience of both architect and engineering master planning and design of many park and recreation projects. Mr. Gentges is licensed as an Architect in the State of Missouri.

EDUCATION.

Associates, Architecture, Linn Technical College, 1988

EXPERIENCE.

34 Years



ERIK HOWELL, P.E. — DESIGN ENGINEER

Mr. Howell joined Cochran in 2014 and brings 8 years of experience working as a design engineer. He graduated from the University of Missouri–Columbia with a B.S. in Civil Engineering in 2014. Erik is a registered professional engineer in Missouri. Erik's primary focus is water resources, however, he also has experience designing parks, trails, pavement improvements, sidewalk projects and general site design.



DARIN J. BARR, PRINCIPAL - PROJECT MANAGER

Darin began his work with Ballard*King & Associates in 2007 and brings 10 years of experience to the company. During his time with B*K Darin has completed feasibility studies, master plans, operational assessments and provided short term management solutions to several clients.

Darin's passionate about the parks and recreation industry and has completed a variety of master plan studies since joining B*K include the City of Sullivan Park Master Plan. The part that he enjoys the most about the master plan process is the multi-layered approach and distilling the information gathered into recommendations. A key part of that process is helping clients with the use of statistical data and public input to understand the difference between needs and wants. An increasingly important part of the master plan process is helping to determine the potential economic impact of a proposed sports facility.

Prior to joining B*K, Darin worked in the municipal, private, and university sector, all in the parks and recreation industry and touching aquatics in each. Darin is passionate about aquatics; first as a competitive swimmer, second as a recreation professional, and third as a consultant, water has never been something Darin has strayed far from. The broad range of his working environments prior to joining B*K, combined with his 13 years of providing parks and recreation consulting services across the country helps shape his unique approach to delivering parks and recreation services and programs. Prior to his parks and recreation career Darin was a Division I swimmer, which helps frame much of the work he does with competitive sport venues. Darin's honest approach, attention to detail, and depth of knowledge give client's comprehensive insight to help guide them through their project.

EDUCATION

- State University of New York, Brockport – Masters in Public Administration
- University of Missouri – BS Parks, Recreation & Tourism

PROFESSIONAL AFFILIATIONS

- National Intramural Recreational Sports Association
- New York State Parks & Recreation Society
- Missouri Park & Recreation Association
- University of Missouri – Adjunct Faculty



The Cochran/Ballard King Team is prepared to start your project immediately. Our combined experience working on similar projects for various cities gives us the knowledge and know how to complete your project effectively.

Our team is prepared to provide the following scope of work per the RFP

1. A professional team of staff that adheres to the guiding principles of the City of Osage Beach..
2. To develop and conduct a public engagement strategy to gather public opinion regarding the adequacy of existing parks, recreation, and facilities and future/proposed investments. Our focus will be to gather opinions from a diverse population to provide an all inclusive master planning strategy..
3. Provide regular communication with Parks and Recreation Manager and the Assistant City Administrator. This may include but is not limited to in-person meetings, presentations, or telephone calls.
4. Maintain documentation from all meetings, correspondences, site visits and workshops.
5. Conduct research pertaining to plan components.
6. Develop, propose, and present plans to achieve project purpose. Use illustrations and figures to convey design concepts for final product and required presentations.
7. Submit Final Plan to include executive summary, introduction, planning process, appendices, recommendations, anticipated timelines for each individual project and for full completion of the plan, implementation plan, probable cost estimate, funding source recommendations.
 - All parent files of graphics, tables, maps, and illustrations shall be provided to the City in digital format for future use.
 - Final Plan in PDF and editable formats.
 - All workshop related exhibits and documents compiled and delivered in editable format, to include format(s) that are sharable to the public and web friendly.
 - Implementation tools and schedules.

The Master Plan will include the following per the RFP:

1. Background Information Collection
 - Review demographic information and projected community needs.
 - Review of previous park master plan.
2. Asset Quality and Management
 - Inventory and analysis of existing facilities, parks, and infrastructure
 - Consultant will:
 - Assess the quality and significance of assets, regardless of current condition
 - Assess the functionality of assets compared to community needs
 - Prioritize future investment based on qualitative assessment and City-provided conditions of park assets, including:
 - Park-specific buildings
 - Sports Fields
3. Considerations for current and future locations for park signage
4. Natural Areas and management
 - Review existing built infrastructure and make recommendations for improved accessibility and access measured against national/state park standards.
 - Review our maintenance standards and provide recommendations on what to prioritize.
5. Governance and Funding Systems
 - Review current and recommend future funding strategies related to the staffing, operations, programming, enhancement, and maintenance of the parks and recreation system:
 - Taxing options
 - General fund
 - Grant funding
 - Fees (park fees, permits, reservations, commercial users, etc.)
6. Administrative and Operations Systems
 - Review and analyze current and historic staffing models
 - Review and analyze contracting, volunteer initiatives and partnerships with user groups for strategic programming, facilities management, operations, and maintenance opportunities.
 - Review and analyze effectiveness of applicable parks-related ordinances, rules, and policies

7. Parks Programming and Operations Review and Analysis
 - Review of Parks and Recreation–delivered programming
 - Review of Parks and Recreation fee structure
 - Process and Policies
 - Benchmark against similar park agencies
8. Conduct a needs assessment study for possible park expansion.
 - Advise as to the best location
 - Identify user groups
 - Determine the amount of land needed
 - Determine an estimated cost
9. Prioritization of Park Development and Capital Investment
 - Prioritize existing parks, facilities, and natural areas for improvement
 - Prioritize of new or expanded parks, trails, facilities, and natural areas
10. Goals, Objectives, and Evaluation
 - Establish goals and objectives of the Master Plan based upon the Guiding Principles included in this RFP
 - Develop and propose a strategic financial plan to achieve the recommendations for system improvements
 - Develop an implementation plan and evaluation mechanism to monitor plan progress



PAST PERFORMANCE

CONTROL OF COST

Cochran utilizes empirical and written cost data to determine costs for a project. Cost estimates are updated at every phase of the project. If the estimate exceeds the budget, either the budget must be adjusted, or the scope of the project has to be reduced. Either way, the client can make an informed, fiscal decision on the scope and cost of the project. To demonstrate our control of costs, below are some examples of bids we have gotten from various projects.

Client	Project	Design Estimate Cost	Construction Cost
City of Union	Veteran's Memorial Park - Park Mass Grading	\$597,226.00	\$512,650.38
City of Perryville	Downtown Plaza	\$462,247.50	\$441,236.00
City of Pacific	New Concession Stand & Restroom - Park Project	\$272,860.45	\$336,897.06
City of Lebanon	Boswell Park Improvements	\$644,635.00	\$485,560.00*

*The original contract was for \$572,560.00, but the Owner reduced the scope of work.

QUALITY OF WORK

Not any one approach fits every client. A consulting engineer should be in active partnership with the client to help identify needs, discover alternatives, perform services within designated or needed timeframe, and think ahead about how our engineering solutions affect other decisions that must be made (i.e. keep within budget). Of significant note — our approach is not only to simply design the lowest construction cost solution, but also to take into account the future maintenance costs.

Quality control is maintained at Cochran by following a systematic approach to project management, outlined as follows:

- Detailed and itemized project proposals to insure understanding of scope and timeline
- Specialized accounting/project management software with real-time reporting to insure schedule and billing
- Licensed project manager supported by licensed design engineers
- Weekly project review with department heads/principals
- Project status reports to the client at regular intervals
- Project review with the client at key milestones
- Attend all meetings necessary to collaborate and communicate updates and findings

At Cochran, one of our core values is to **provide an “extra mile” level of service, always giving the client more than they expect.** This mindset naturally helps accomplish quality design, meeting deadlines, keeping projects within budget, and exceeding the Client's expectations.

ABILITY TO MEET SCHEDULE

Cochran has grown from a firm of 4 people to its present day size of approximately 85+ employees. This growth has occurred due to the dedication of Cochran and its employees to providing a high quality product for a reasonable price while meeting the time frame as agreed upon with its clientele. Cochran is very capable of committing many highly qualified staff to a project of virtually any size ensuring the schedule will be maintained.

A key to ensuring success is regular communication and teamwork. Every project is reviewed by the in-house team on a weekly basis to ensure that schedules, budgets, and quality design are maintained. The schedules will be reviewed with the client to determine that the needs for a particular project are met. All projects have a lead manager responsible for setting up and maintaining the schedule, budget, and correspondence of each project as well as continuous communication and project status reports throughout the course of the project.

REFERENCES

COMPANY INFORMATION	Size	CONTACT	SERVICES
City of Sullivan 573.468.4612	Campbell Chapman Park Complex & Meramec Fair Grounds - 105 Acres Relocation and Master Planning of "Sunny" Jim Bottomley Park 29 Acres	J.T. Hardy City Administrator	Master Planning - o Data Collection - o Current Needs/Demographic - o Analysis of Community Center - o Inventory and Analysis of Existing - o Facilities, Waterways, Playgrounds Infrastructure, Ponds, Trails & Fields - o Revenue Generation / Tournaments - o Park Functionality - o Parking Flow & Maximum - o Asset comparison to community needs - o Future investment of assets - o Sustainability Design - o Natural Resource Management - o Funding Options - o WayFinding - o Administration & Operations Analysis - o Analysis of New, Expansion and Relocation of Parks - o Community Engagement/Public Presentations - o Prioritize Capital Improvements • Civil /Architecture/Survey / Funding • Elements included walking trails, 4 natural turf soccer, baseball & softball fields, covered spectator seating, pavilions, meeting rooms, concessions, new Fair Stage, restrooms, additional parking, traffic flow change, storage facilities, utility, roadway and infrastructure updates. Lakeside pavilion

REFERENCES

			with restrooms, and catering accommodations, wayfinding, large meeting and office pavilion.
City of Warrenton 636-456-8135	Master Plan for Warrenton Recreation Center 45+ Acres	Guy Gervers Public Works	• Master Planning ○ Inclusion & Equity Planning ○ Park Programming ○ All Accessible Activities – Playground/Fishing ○ Trail and Lake Evaluation ○ Analysis of Community Needs ○ Natural Resource Management ○ Safety Planning • Civil / Architecture / Survey / Construction Testing / Construction Staking / Geotechnical & Environmental Services / Water Management • The Master Plan and design included maximizing and long term uses for growing community of 8000 people • Elements included – horseshoe pit, disc golf course, dog park, splash pad, 7 small pavilions, 1 large pavilion w restrooms, 8 acre lake, Amphitheater, 2 restroom buildings, 2 playgrounds, ADA fishing platform
City of Union 636-583-3600		Jonathan Zimmermann City Administrator Project Managed by previous City Administrator Russel Rost	• Master Plan • Re-evaluation of completed Master Plan to make constructible with the City's budget • Needs Assessment • Collection of Data & Analysis of Community Need • Prioritizing of Capital Improvements • Funding Assistance • Revenue Generation Analysis • Field Design • Splash Pad Design

REFERENCES

			• All Accessible Playground Design • Public Engagement • Collaboration and Coordination with DNR • Civil / Architecture / Survey / Low Impact Design / Geotechnical / Environmental / Construction Testing & Inspection / Owner Representation / Construction Administration •
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SUPPLEMENTAL AGREEMENT #6 –

LUMP SUM PROPOSAL

March 29, 2022

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare a **Park Master Plan for the City**. Ballard King will provide sub-consulting services and assist with the Market Analysis, Stakeholder Meetings and Operational Opinion. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

Kick-Off & Review Existing Information:

Cochran and Ballard King will hold a kick-off meeting for the project. In addition to the kick-off meeting, Cochran and Ballard King will request access to information that the City has compiled about the operation and management of its current facilities.

Kick-Off Meeting Items:

- Determine Timeline
- Determine Lines of Communication
- Outline Deliverable
- Establish Points of Contact
- Outline Goals for Study
- Establish Potential Service Areas (direct correlation to market analysis)

Review Existing Information

- Most recent operation budget for recreation
- The past 4 seasons recreation program brochures that have been produced
- Wage scales (both full-time and part-time)
- Strategic partnerships
- Any other previous planning documents

Market Analysis

The development of a market analysis for the project helps us to understand the community and provides statistical data for the City of Osage Beach. The statistical data is important because it will quantify the need and demand for various activities and

facilities. In short, the use of this tool eliminates the emotion of “feeling” that amenities or programs are needed and places those “feelings” in the language of statistics. Items that would be included in the market analysis include:

- Demographic Review
 - Median Age
 - Median Household Income
 - Household Budget Expenditures
 - Recreation Spending Potential Index
 - Age Distribution
 - Age Category Growth
 - Race & Ethnicity
 - Tapestry Segmentation
- Participation Statistics
 - Developed by the National Sporting Goods Association’s Annual Survey
 - Participation by:
 - Nation
 - Age Distribution
 - Geographic Region
 - Median Age
 - Average Unique to Osage Beach
 - Participation in:
 - Baseball
 - Football
 - Lacrosse
 - Soccer
 - Softball
 - Unique Average Applied to Population Estimates
 - Trend Comparisons
 - National Trends
- Identification of Other Providers (regionally)
- Opinion on Playable Surfaces
- Operational Realities of Various Components

Stakeholder Meetings & Public Input

In addition to the market analysis portion of the study, it is also important to layer information gathered from stakeholders and the public at large about the project. In stakeholder meetings, it will be important to determine what each group may benefit from the master plan. Additionally, it is important to understand their current and future participation levels and usage of proposed facilities. Beyond the stakeholders, it is also important to engage the public at large to gauge if their opinion is in alignment with the options received by stakeholders. Stakeholder meetings are typically held over a 1–2

day period of time with the adjoining evening representing an opportunity for a public meeting. Typical stakeholders would include but not be limited to:

- Elected Officials
- Full-Time Staff (recreation & parks)
- Youth Sports Organizations
- Adjacent Communities
- Tournament Organizers
- Other Groups Deemed Appropriate by the City of Osage Beach

Operational Opinion

Based upon the review of existing information, market analysis, and public input the team can then move forward with the master plan and present said plan to the City. The plan also allows for the development of an operation opinion of said plan. An operational opinion will not develop a line-item budget for the new plan, but rather provide an order of magnitude based upon amenities as to what the long-term financial impact would be on the City of Osage Beach. Additionally, in the development of an operational opinion, we would offer an opinion as to whether or not the City would see additional revenue and/or positive economic impact from the plan. Key areas that the plan would focus on:

- Staffing Levels (part-time and full-time)
- Expenditures
- Revenue Enhancements
- New Revenue Opportunities
- Economic Impact

Conceptual Site Plans and Cost Estimates

Based on all data gathered as part of the Master Plan scope, Conceptual Site Plans and construction cost estimates will be prepared depicting the recommended park improvements and presenting the associated costs. Conceptual Site Plans will be schematic in nature and utilize aerial photography of the existing park. We anticipate Conceptual Site Plans will be prepared for City Park and Peanick Park.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Geotechnical/Wetlands/Asbestos/Traffic/Fire Flow Studies or Reports
3. Construction Documents and Specifications
4. Topographic, Utility, and Boundary Survey
5. Construction Administration/Inspection/Stakeout
6. Subdivision or Rezoning of property

FEE:

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of **\$48,500.00**.

Supplemental Agreement No. 6 accepted as defined herein:

Sincerely,



David Van Leer, P.E.

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-20 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenses for the Osage Beach Park Master Plan. *First Reading*

Requested Action:

First Reading of Bill #22-20

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 22-20 is in correct form.

City Administrator Comments:

The FY2022 Operating Budget included an initial estimate of \$30,000. However, once a full scope was formally defined and proposals sent out, more funding was found to be needed to address the finalized scope of work more applicable to what the City would most benefit from a Park Master Plan. Unrestricted funds from the General Fund are available to cover the additional \$18,000 needed, should the agreement be approved by

the Board of Aldermen.

BILL NO. 22-20

ORDINANCE NO. 22.20

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 21.78 ADOPTING THE 2022 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2022 Annual Operating Budget adopted as Ordinance No. 21.78 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-10-733800 Professional Services	\$30,000	\$48,500

Section 2. In all other respects the 2022 Annual Operating Budget adopted in Ordinance No. 21.78 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.20 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.20.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to adopt the City's Mission Statement as modified.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Based on the discussion at the March 17, 2022 Board of Aldermen meeting, the enclosed Mission Statement has been modified. The last modification to the City's Mission Statement was in 2001.



Mission Statement

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

Adopted by the Board of Aldermen of the City of Osage Beach, April 7, 2022.

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

John Olivarri, Mayor

Bob O'Steen
Alderman, Ward 1

Kevin Rucker
Alderman, Ward 1

Tyler Becker
Alderman, Ward 2

Phyllis Marose
Alderman, Ward 2

Richard Ross, President of the Board
Alderman, Ward 3

Kellie Schuman
Alderman, Ward 3

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 7, 2022
Originator: Kevin Crooks, Public Works Operations Manager
Presenter: Kevin Crooks, Public Works Operations Manager

Agenda Item:

Motion to approve the repair service of a 125 HP submersible pump for LS KK-49 from JCI Industries for \$27,850.00.

Requested Action:

Motion to approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes. Pump is out of service and the lead time for parts is (20-22) weeks.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743500 Pump Repair

FY2022 Budgeted Amount:	\$150,000
FY2022 Expenditures to Date (03/28/22):	(\$ 4,100)
FY2022 Available:	\$145,900

FY2022 Requested Amount:	\$27,850
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Department Comments and Recommendation:

This is a 125hp pump that came out of Station #KK-49. This is a duplex station, so the station is currently working with one pump. Caleb, our Sewer Superintendant, is assessing the viability of running this station with a smaller pump temporarily. There is an estimated 22 week lead time to repair this pump. The City has worked with JCI for the repair of larger pumps for many years. This is a sole-source purchase as JCI is the only company in Mid-Missouri that has the capability to work on a pump this large.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



JCI Industries, Inc.
 9921 Big Meadows Road
 Jefferson City, MO 65101
 Tel: 573-395-4053

www.jciind.com

Friday, March 25, 2022

Quote #: 0796134147CM

Item	Description	Qty	Unit Price	Subtotal
1.00	AFP 1501 ME860/4 SN 28600 Repair Scope: -Disassemble/Inspect -Motor is burnt will rewind motor -Replace all bearings and seals -Replace Impeller, impeller bolt and washer (16-20 week) -Replace volute (20-22 week) -Balance rotor -Assemble/Test/Paint	1	\$27,850.00	\$27,850.00

Subtotal \$27,850.00

Total \$27,850.00

Terms & Conditions	
Lead Time 22 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method JCI Deliver	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



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9921 Big Meadows Road
Jefferson City, MO 65101
Tel: 573-395-4053

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STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting therefrom.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. **Credit Approval.** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. **Back Charges.** JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.