

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

March 2, 2023 - 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

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting February 16, 2023
- ▶ Bills List - March 2, 2023

UNFINISHED BUSINESS

- A. Bill 23-01 - An Ordinance of the City Of Osage Beach, Missouri, Amending Chapter 115 Employees and Officers in Sections 115.020, 115.170, 115.310, 115.360, 115.400; Chapter 125 Human Resources System (Personnel) Rules and Regulations in Section 125.020; Chapter 135 Finance and Purchasing in Section 135.030; Chapter 200 Police Department in Section 200.050; Chapter 205 Animal Regulations in Sections 205.100, 205.140, 205.160, 205.190; Chapter 305 Traffic Administration in Section 305.060, of the City Code for various purposes as set forth. *Second Reading*

NEW BUSINESS

- A. Public Hearing - Osage Beach Water and Sewer User Rate Schedule Changes
- B. Bill 23-08 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System. *First Reading*
- C. Bill 23-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks; Article IV Rates and Charges. *First Reading*
- D. Bill 23-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving Asphalt overlay on multiple City streets for an amount not to exceed \$909,934.50. *First Reading*
- E. Bill 23-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the 2023 Pavement Sealing Program in an amount not to exceed \$285,767.21. *First Reading*
- F. Bill 23-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. for the 2023 Drainage Improvement Project for an amount not to exceed \$109,765.00. *First Reading*
- G. Bill 23-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Engineering Surveys & Services for Engineering Design and Construction Services related to the Hwy 42 Sidewalk Improvement Project for an amount not to exceed \$150,589.00. *First Reading*
- H. Bill 23-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an agreement with Axon Enterprise, Inc. for the purchase and supportive services of Fleet 3 In-Car Cameras, Necessary Equipment, and Software Licenses through Sourcewell Contract #010720-

AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5 year period. *First Reading*

- I. Resolution 2023-01 - A resolution of the City of Osage Beach, Missouri, referring the proposed Oasis at Lakeport Tax Increment Financing Application under the Real Property Tax Increment Allocation Redevelopment Act to the Tax Increment Financing Commission for a Public Hearing.
- J. Motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2024.

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (2) Leasing, Purchase, or Sale of Real Estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.
- B. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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

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

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

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

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

February 16, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday February 16, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Kevin Rucker, Alderman Bob O'Steen and Alderman Tyler Becker and Absent Alderman Kellie Schuman and Alderman Richard Ross. 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 Cole Bradbury, Police Chief Todd Davis, City Planner Cary Patterson, Human Resource Generalist Mike Raye, Airport Manager Ty Dinsdale, Public Works Operations Manager Kevin Crooks.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the consent agenda as presented. This motion was seconded by Alderman Becker. Motion passes with unanimously voice vote.

UNFINISHED BUSINESS

Bill 23-03 - 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. 420. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 23-03. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 23-03 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen and Alderman Becker. Absent Alderman Schuman and Alderman Ross. Bill 23-03 was passed and approved as Ordinance 23.03.

Bill 23-04- An ordinance of the City of Osage Beach, Missouri, for the addition of 405.586 "Marijuana Facilities" to Chapter 405 "Zoning Regulations. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 23-04. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 23-04 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen and Alderman Becker. Absent Alderman Schuman and Alderman Ross. Bill 23-04 was passed and approved as Ordinance 23.04.

Bill 23-05 - An ordinance of the City of Osage Beach, Missouri, amending section 405.020, of the Osage Beach Code of Ordinances relating to the amendments and changes to the zoning ordinance regarding definitions. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 23-05. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 23-05 and

to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen and Alderman Becker. Absent Alderman Schuman and Alderman Ross. Bill 23-05 was passed and approved as Ordinance 23.05.

NEW BUSINESS

Bill 23-01 - An Ordinance of the City Of Osage Beach, Missouri, Amending Chapter 115 Employees and Officers in Sections 115.020, 115.170, 115.310, 115.360, 115.400; Chapter 125 Human Resources System (Personnel) Rules and Regulations in Section 125.020; Chapter 135 Finance and Purchasing in Section 135.030; Chapter 200 Police Department in Section 200.050; Chapter 205 Animal Regulations in Sections 205.100, 205.140, 205.160, 205.190; Chapter 305 Traffic Administration in Section 305.060, of the City Code for various purposes as set forth. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill 23-01. This motion was seconded by Alderman O’Steen. Motion passes with unanimously by voice vote.

Motion to approve the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner from Armor Equipment for a not to exceed price of \$501,000.

Alderman Marose made a motion to approve the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner from Armor Equipment for a not to exceed price of \$501,000. This motion was seconded by Alderman Rucker. Motion passed unanimously with a voice vote.

Motion to approve the purchase of two (2) 2023 Ford Interceptor Utility Vehicles from Joe Machens Ford off of the State of Missouri contract #CC222374005 at a price not to exceed \$85,000.

Alderman O’Steen made a motion to approve the purchase of two (2) 2023 Ford Interceptor Utility Vehicles from Joe Machens Ford off of the State of Missouri contract #CC222374005 at a price not to exceed \$85,000. This motion was seconded by Alderman Becker. Motion passed unanimously with a voice vote.

Motion to approve the purchase of multiple vehicles for multiple departments from Joe Machens Ford and included on the State of Missouri cooperative bid contract #CC22237405 for an amount not to exceed \$208,923.

Alderman Marose made a motion to approve the purchase of multiple vehicles for multiple departments from Joe Machens Ford and included on the State of Missouri cooperative bid contract #CC22237405 for an amount not to exceed \$208,923. This motion was seconded by Alderman Rucker. Motion passed unanimously with a voice vote.

Motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for a not to exceed price of \$240,762.23.

Alderman Becker made a motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for a not to exceed price of \$240,762.23. This motion was seconded by Alderman O’Steen. Motion passes unanimously by a voice vote.

Motion to the purchase of a 2022 Super Duty F550 with service bed and crane from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$172,000.

Alderman Marose made a motion to the purchase of a 2022 Super Duty F550 with service bed and crane from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$172,000. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

STAFF COMMUNICATIONS

City Administrator Woods – Working on setting a schedule for the upcoming Board Strategic Planning Session.

City Attorney Bradbury – Been busy and excited to be working with the City.

Davis – Cops On Top at Hy-Vee Friday 2/17/2023. All the money raised goes to Special Olympics.

Crooks – Box culvert on Hatchery Road – Will be placed next week.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – RE- Parks Master Plan Workshop – would like a map of property of what the City owns.

BIDS out for Internet Service – need better service at the parks.

Alderman O’Steen – Welcome Mr. Bradbury.

Alderman Marose – Parts on Nichols Road traffic light. Parts are in and will be hopefully installed next week.

Mayor Harmison – Welcome Mr. Bradbury.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:00 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on February 16, 2023, and approved March 2, 2023.

Tara Berreth/City Clerk

Michael Harmison, Mayor

For more details all meetings may be viewed on Facebook or You Tube.

**CITY OF OSAGE BEACH
BILLS LIST
March 2, 2023**

Bills Paid Prior to Board Meeting	\$	655,159.85
Payroll Paid Prior to Board Meeting	\$	146,967.68
SRF Transfer Prior to Board Meeting	\$	113,201.01
TIF Transfer Dierbergs	\$	98,443.95
Bills Pending Board Approval	\$	130,459.99
Total Expenses	\$	<u>1,144,232.48</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	562.00
			ADJUST PAYROLL DEDUCTIONS	132.00
			ADJUST PAYROLL DEDUCTIONS	27.00
			Dental Insurance Premiums	638.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premium	108.00
			Dental Insurance Premium	108.00
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	831.60
			Health Insurance Contribut	831.60
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	64.00
			Vision Insurance Contribut	60.00
		MO DEPT OF REVENUE	APR-DEC CVC COLLECTIONS	520.49
		MO DEPT OF REVENUE	State Withholding	3,840.00
		MO TREASURER BUDGET DIRECTOR	APR-DEC PEACE OFFICER TRAI	73.00
		INTERNAL REVENUE SERVICE	Fed WH	10,774.32
			FICA	7,754.94
			Medicare	1,813.67
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.13-
			Pre-Paid Legal Premiums	161.50
			Pre-Paid Legal Premiums	161.50
		ICMA	Loan Repayment	77.62
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirment 457 &	2,864.24
			Retirement 457	1,170.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	310.70
			Loan Repayments	92.92
			Loan Repayments	252.83
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirment Roth IRA %	305.69
			Retirement Roth IRA	352.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	8.48
			American Fidelity	1,201.71
			American Fidelity	1,193.16
			American Fidelity	740.81
			American Fidelity	740.81
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	16.66
			Flexible Spending Accts -	16.66
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		HSA BANK	HSA Contribution	302.50
			HSA Family/Dep. Contributi	1,613.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	29.51
			ADJUST PAYROLL DEDUCTIONS	227.75
			Group Life Ins and Buy Up	1.18
			Group Life Ins and Buy Up	1.18
			Group Life Ins and Buy Up	81.87
			Group Life Ins and Buy Up	<u>81.87</u>
			TOTAL:	44,846.69
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	129.68
			Medicare	30.34
		ICMA	Retirement 401%	5.50
			Retirement 401	66.00
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	44.56
		LAKE OF THE OZARKS ELKS LODGE No 2517	VOLUNTEER APPRECIATION DIN	250.00
		MID AMERICA BANK	FLOWERS- J. WOODS DAD FUNE	75.00
			FLOWERS- G. MCKINNEY	49.20
			FLOWERS-J. WOODS DAD FUNER	<u>93.38</u>
			TOTAL:	743.66
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	FICA	621.19
			Medicare	145.28
		ICMA	Retirement 401%	103.09
			Retirement 401	618.59
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.12
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	32.06
			Group Life Ins and Buy Up	32.06
			Short Term Disability Ins	21.00
			Short Term Disability Ins	21.00
		MID AMERICA BANK	LUNCH- STAFF MEETING	<u>217.88</u>
			TOTAL:	5,684.99
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	190.93
			Medicare	44.66
		ICMA	Retirement 401%	31.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	191.92
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	7.50
			Group Life Ins and Buy Up	7.50
			Short Term Disability Ins	10.51
			Short Term Disability Ins	10.51
		MID AMERICA BANK	2023 SPRING INSTITUTE	455.00
			2023 INTERNATIONAL CONF	<u>625.00</u>
			TOTAL:	3,166.46
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	579.96
			Medicare	135.64
		ICMA	Retirement 401%	97.93
			Retirement 401	587.55
		HSA BANK	HSA Contribution	18.76
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	20.33
			Group Life Ins and Buy Up	20.33
			Short Term Disability Ins	27.99
			Short Term Disability Ins	27.99
		MID AMERICA BANK	2023 TYLER CONF FLIGHT-A W	397.96
			2023 TYLER CONF FLIGHT-POW	397.96
			2023 TYLER CONNECT-K. POWE	1,099.00
			2023 GFOA WINTER CONF-BELL	<u>125.00</u>
			TOTAL:	6,818.36
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	92.62
			Medicare	21.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	15.57
			Retirement 401	93.44
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.96
			Group Life Ins and Buy Up	4.96
			Short Term Disability Ins	7.00
			Short Term Disability Ins	7.00
		MID AMERICA BANK	2023 MCMA WRKSHOP- WELTY	<u>100.00</u>
			TOTAL:	1,679.55
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	401.97
			Medicare	94.01
		ICMA	Retirement 401%	65.69
			Retirement 401	394.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.15
			Group Life Ins and Buy Up	18.15
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	2,382.44
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	55.00
			Dental Insurance Premiums	55.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	935.38
			Health Insurance Contribut	935.38
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	493.59
			Medicare	115.43
		ICMA	Retirement 401%	82.46
			Retirement 401	494.79
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	216.16
		WEX INC	BLDG DEPT FUEL	232.62
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	3.74
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	22.99
			Group Life Ins and Buy Up	22.99
			Short Term Disability Ins	24.50
			Short Term Disability Ins	24.50
		MID AMERICA BANK	PLAN REVIEW SOFTWARE	480.00
			2023 TYLER CONF FLIGHT-PAM	397.96
			2023 TYLER CONNECT- CAMPBE	<u>1,099.00</u>
			TOTAL:	7,996.97
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	64.34
			Medicare	15.05
		MID AMERICA BANK	COFFEE	52.76
			KITCHEN SUPPLIES & BIKE PU	<u>14.44</u>
			TOTAL:	146.59
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	505.26
			Medicare	118.16
		ICMA	Retirement 401%	47.85
			Retirement 401	491.84
		LOWE'S	HOOKS, WOOD GLUE, DOOR HAN	20.28
			PROPANE EXCHANGE	79.72
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	130.36
		WEX INC	PARK DEPT FUEL	157.21
		HSA BANK	HSA Contribution	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	28.00
			Short Term Disability Ins	28.00
		MID AMERICA BANK	PARKS DEED- HATCHERY ROAD	7.00
			MO PARK & REC PASS	380.00
			MO PARKS & REC CONF- PARKS	<u>620.00</u>
			TOTAL:	5,181.36
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	205.87
			Medicare	48.14
		ICMA	Retirement 401%	7.28
			Retirement 401	204.78
		HSA BANK	HSA Contribution	18.74
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Short Term Disability Ins	3.50
			Short Term Disability Ins	3.50
		MID AMERICA BANK	EMPLOYEE OF QTR SIGNS	<u>66.67</u>
			TOTAL:	1,690.27
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 2/5/23	603.34
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	45.78
		MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 11/26-12	<u>356.03</u>
			TOTAL:	1,005.15
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	28.00
		PURCELL TIRE & RUBBER CO	NEW TIRES- PD 26	691.94
		INTERNAL REVENUE SERVICE	FICA	3,289.25
			Medicare	769.25
		ICMA	Retirement 401%	486.31
			Retirement 401	3,054.96
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	982.88
			POLICE DEPT CELL PHONES	397.72
		WEX INC	POLICE DEPT FUEL	4,800.54
			POLICE DEPT CAR WASHES	101.00
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	17.12
			Group Dependent Life Ins	16.05
			Group Life Ins and Buy Up	24.20
			Group Life Ins and Buy Up	19.36
			Group Life Ins and Buy Up	116.16
			Group Life Ins and Buy Up	116.16
			Short Term Disability Ins	147.00
			Short Term Disability Ins	140.00
		MID AMERICA BANK	KWIK KAR WASH	29.00
			IACP MEMB-T. DAVIS	240.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FBINAA NATIONAL DUES	115.00
			PERSON SEARCH- TRANSUNION	75.00
			FBI LEEDA MEMB- M. O'DAY	50.00
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 11/26-12/2	<u>206.53</u>
			TOTAL:	42,002.03
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AT & T/CITY HALL	911 PHONE SVC 1/23/23	1,099.65
			911 LINE 2/5/23	235.00
		INTERNAL REVENUE SERVICE	FICA	665.81
			Medicare	155.73
		ICMA	Retirement 401%	67.19
			Retirement 401	504.61
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	35.76
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.56
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	11.74
			Group Life Ins and Buy Up	11.74
			Short Term Disability Ins	35.00
			Short Term Disability Ins	35.00
		MID AMERICA BANK	PROF DEVELOPMNT COURSE-MOR	<u>240.00</u>
			TOTAL:	6,171.63
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.42
			Health Insurance Contribut	935.42
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	230.24
			Medicare	53.85
		ICMA	Retirement 401%	38.73
			Retirement 401	232.38
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	2.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	10.04
			Group Life Ins and Buy Up	10.04
			Short Term Disability Ins	10.50
			Short Term Disability Ins	<u>10.50</u>
			TOTAL:	2,665.68
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	154.37
			Medicare	36.10
		ICMA	Retirement 401%	25.99
			Retirement 401	155.95
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	309.97
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.80
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	8.23
			Group Life Ins and Buy Up	8.23
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	2,177.98
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	123.61
			Medicare	28.91
		ICMA	Retirement 401%	19.94
			Retirement 401	119.62
		LOWE'S	STORAGE TOTE- HOLIDAY LIGH	64.52
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	44.56
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	5.81
			Group Life Ins and Buy Up	5.81
			Short Term Disability Ins	7.00
			Short Term Disability Ins	7.00
		MID AMERICA BANK	KCBS MASTER SANCTIONING FE	400.00
			HEARTLAND ECON COURSE-MOON	935.00
			CAR PORT- HOLIDAY LIGHTS	2,514.04
			2023 ECON ISSUES SUMMIT-MO	<u>225.00</u>
			TOTAL:	4,500.82
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	102.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	258.24
			Health Insurance Contribut	258.24
			Health Insurance Contribut	79.60
			Health Insurance Contribut	79.60
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		MO DEPT OF REVENUE	State Withholding	343.53
		INTERNAL REVENUE SERVICE	Fed WH	832.66
			FICA	738.82
			Medicare	172.79
		LEGALSHIELD	Pre-Paid Legal Premiums	11.20
			Pre-Paid Legal Premiums	11.20
		ICMA	Retirement 457 &	153.69
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.86
			American Fidelity	88.86
			American Fidelity	19.45
			American Fidelity	19.45
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	35.82
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.69
			Group Life Ins and Buy Up	<u>6.69</u>
			TOTAL:	3,644.07
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	102.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	835.61
			Health Insurance Contribut	835.62
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		INTERNAL REVENUE SERVICE	FICA	738.82
			Medicare	172.80
		ICMA	Retirement 401%	96.56
			Retirement 401	579.38
		LOWE'S	LEVELS,SCRWDRVRS,HOUSE #'S	147.28
			STUDS & PEGBOARD-TOOL ROOM	34.56
		STOCKMAN CONSTRUCTION CORP	INDUSTRIAL DR IMPROV OB22-	154,609.42
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	483.20
		PHILLIPS, MITCHELL	MILEAGE REIMB 1/28-2/4/23	36.00
		WEX INC	TRANS DEPT FUEL	3,130.00
		AMEREN MISSOURI	KK DR PALISADES LTG 1/4-2/	97.42
			MAINT SALT BLDG 1/10-2/8/2	14.80
			STREET LTG SVC 1/1-2/1/23	4,178.77
			CUST OWNED LTG 1/1-2/1/23	315.19
			NICHOLS VIEW LTG 1/1-2/1/2	157.61
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	275.25
		PATTERSON, JOHN	MILEAGE REIMB 1/28-2/4/23	58.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.99
			Group Dependent Life Ins	5.00
			Group Life Ins and Buy Up	11.33
			Group Life Ins and Buy Up	11.33
			Group Life Ins and Buy Up	21.78
			Group Life Ins and Buy Up	21.78
			Short Term Disability Ins	39.69
			Short Term Disability Ins	39.69
		BECKMAN, SARA	MILEAGE REIMB 1/28-2/4/23	12.00
		MID AMERICA BANK	GAS- HYDRAULIC MOTOR	139.99
			MRWA 2023 CONFERENCE	200.00
			WASTEWATER TRAINING	188.83
			WORK BOOTS- P. LUCERO	89.98
		LUCERO, PRESTON	MILEAGE REIMB 1/28-2/4/23	25.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	<u>68.84</u>
			TOTAL:	174,602.27
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.52
			Dental Insurance Premiums	69.52
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	103.14
			Health Insurance Contribut	103.14
			Health Insurance Contribut	49.30
			Health Insurance Contribut	49.30
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	3.32
			Vision Insurance Contribut	3.32
		MO DEPT OF REVENUE	WATER SALES TAX	6,922.44
			State Withholding	576.30
		INTERNAL REVENUE SERVICE	Fed WH	1,446.20
			FICA	940.77
			Medicare	220.03
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	320.20
			Retirement 457	146.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	146.25
			American Fidelity	146.25
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	48.72
			Texas Life After Tax	48.72
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	154.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.93
			Group Life Ins and Buy Up	0.93
		ONE TIME VENDOR	01-6220-01	105.27
			04-6090-02	<u>77.98</u>
			TOTAL:	11,920.31
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.52
			Dental Insurance Premiums	69.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	966.18
			Health Insurance Contribut	966.18
			Health Insurance Contribut	517.58
			Health Insurance Contribut	517.58
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	3.32
			Vision Insurance Contribut	3.32
		INTERNAL REVENUE SERVICE	FICA	940.77
			Medicare	220.03
		ICMA	Retirement 401%	154.60
			Retirement 401	927.69
		LOWE'S	PAINT & PAINT BRUSHES- WEL	240.17
			SOAP, PAINT BRUSH, ROLL COVE	100.91
			WRENCHES, SOCKETS, CROW BAR	350.06
			EARPLUGS & SAFETY GLASSES	43.73
			WRENCH, VISE GRIP, PVC CUTTE	118.68
			METER INSULATION	73.14
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	373.12
		WEX INC	WATER DEPT FUEL	1,029.37
		AMEREN MISSOURI	6186 FIRE ST WELL 1/2-1/31	2,869.74
			BLUFF RD TOWER 1/10-2/8/23	2,055.80
			COLLEGE WELL 1/9-2/7/23	995.58
			LK RD 54-59 WELL 12/29-1/3	44.64
			SWISS VLG WELL 12/30-1/31/	778.63
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	162.00
		DEVORE, CALEB	MILEAGE REIMB 2/4-2/10/23	57.64
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.58
			Group Dependent Life Ins	6.59
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	36.97
			Group Life Ins and Buy Up	36.97
			Short Term Disability Ins	50.12
			Short Term Disability Ins	50.12
		MID AMERICA BANK	MRWA 2023 CONFERENCE	200.00
			WASTEWATER TRAINING	188.84
		LUTTRELL, JOHN	MILEAGE REIMB 1/28-2/3/23	70.74
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	68.85
			TOTAL:	17,926.80
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	135.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	259.02
			Health Insurance Contribut	259.02
			Health Insurance Contribut	227.50
			Health Insurance Contribut	227.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	12.87
			Vision Insurance Contribut	12.87
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	11.32
			Vision Insurance Contribut	11.32
		MO DEPT OF REVENUE	State Withholding	575.17
		INTERNAL REVENUE SERVICE	Fed WH	1,135.38
			FICA	1,203.20
			Medicare	281.39
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	110.06
			Retirement 457	58.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	99.70
			American Fidelity	99.70
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.21
			Texas Life After Tax	7.21
		HSA BANK	HSA Family/Dep. Contributi	290.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	1.21
			Group Life Ins and Buy Up	1.21
			Group Life Ins and Buy Up	2.66
			Group Life Ins and Buy Up	2.66
		OFFICE OF CHILD SUPPORT ENFORCEMENT	Case #931036721	145.20
			TOTAL:	5,363.48
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	135.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	2,426.34
			Health Insurance Contribut	2,426.34
			Health Insurance Contribut	2,388.41
			Health Insurance Contribut	2,388.40
			Vision Insurance Contribut	12.86
			Vision Insurance Contribut	12.86
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	11.32
			Vision Insurance Contribut	11.32
		INTERNAL REVENUE SERVICE	FICA	1,203.20
			Medicare	281.38
		ICMA	Retirement 401%	124.62
			Retirement 401	868.13
		LOWE'S	PLYWOOD- HERON BAY	36.46
			DRILL BITS & IMPACT DRIVER	120.53
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	817.85
		WEX INC	SEWER DEPT FUEL	1,808.81
		AMEREN MISSOURI	CLEARWOOD LN 1/5-2/4/23	13.15
			3949 CMPGRND G/S 1/10-2/8/	13.18
			HWY D PREWITTS G/P 1/9-2/7	118.92
			701 PA HE TSI 1/10-2/8/23	12.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GRINDER PUMPS & LIFT STATI	4,609.19
			GRINDER PUMPS & LIFT STATI	918.32
			5874 HWY 54 12/29-1/30/23	13.74
			100 ZEBRA RD L/P 1/5-2/5/2	13.07
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	612.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.62
			Group Dependent Life Ins	6.60
			Group Life Ins and Buy Up	11.27
			Group Life Ins and Buy Up	11.27
			Group Life Ins and Buy Up	23.30
			Group Life Ins and Buy Up	23.30
			Short Term Disability Ins	43.19
			Short Term Disability Ins	43.19
		MID AMERICA BANK	REPAIRS- SMALL PUMP TRK	1,849.98
			MRWA 2023 CONFERENCE	200.00
			NITRILE GLOVES	339.78
			WASTEWATER TRAINING	188.83
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	68.85
		ONE TIME VENDOR	REIMBURSEMENT FOR SWR BACK	<u>2,360.00</u>
			TOTAL:	27,344.64
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	341.00
		INTERNAL REVENUE SERVICE	Fed WH	820.18
			FICA	949.47
			Medicare	222.04
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Loan Repayment	60.66
			Retirment 457 &	122.11
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.64
			American Fidelity	88.64
			American Fidelity	118.12
			American Fidelity	118.12
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	31.25
			Flexible Spending Accts -	31.25
		HSA BANK	HSA Family/Dep. Contributi	<u>45.00</u>
			TOTAL:	4,154.97
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	949.47
			Medicare	222.04
		ICMA	Retirement 401%	79.88
			Retirement 401	713.95
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	35.77
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	82.48
			AMB DEPT CELL PHONES	44.56
		WEX INC	AMB FUEL	514.74
		HSA BANK	HSA Family/Dep. Contributi	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	10.77
			Group Life Ins and Buy Up	10.77
			Short Term Disability Ins	35.00
			Short Term Disability Ins	<u>35.00</u>
			TOTAL:	8,921.93
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	LCF SALES TAX	1,161.51
			State Withholding	170.60
		INTERNAL REVENUE SERVICE	Fed WH	241.50
			FICA	337.80
			Medicare	79.00
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		ICMA	Retirment 457 &	25.48
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	<u>26.44</u>
			TOTAL:	2,793.21
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RD WELL 1/11-2/9/23	11.51
			LCF RUNWAY LTS 1/3-1/31/23	72.27
			AP FIREHOUSE 12/30-1/31/23	307.03
			KAISER TRMNAL BLDG 1/11-2/	271.00
			LCF HANGAR 2 1/11-2/9/23	29.50
			LCF NEW AP HANGAR 1/11-2/9	29.60
		INTERNAL REVENUE SERVICE	FICA	337.80
			Medicare	79.00
		ICMA	Retirement 401%	41.95
			Retirement 401	330.49
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.28
		WEX INC	LCF FUEL	84.18
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		EMERY SAPP & SONS INC	LCF APRON RECONSTRUCTION	233,958.79
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	5.23
			Group Life Ins and Buy Up	5.23
			Short Term Disability Ins	25.20
			Short Term Disability Ins	<u>25.20</u>
			TOTAL:	240,211.20
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	GG SALES TAX	66.59
			State Withholding	87.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	329.47
			FICA	289.72
			Medicare	67.76
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		ICMA	Retirement 457 &	22.73
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
			TOTAL:	1,366.57
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 12/29-1/30/23	54.55
			GG TBLC EXT D 12/29-1/30/2	391.56
			GG AP SHOP 12/29-1/30/23	65.40
			957 AIRPORT RD 12/29-1/30/	12.86
			GG AP TBLC EXT D 12/29-1/3	28.61
			GG AP HANGAR 12/29-1/30/23	14.31
			GG AP SLEEPY 12/29-1/30/23	157.96
		INTERNAL REVENUE SERVICE	FICA	289.72
			Medicare	67.76
		ICMA	Retirement 401%	33.71
			Retirement 401	291.04
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.28
		HSA BANK	HSA Family/Dep. Contributi	105.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	1.50
			Group Life Ins and Buy Up	4.84
			Group Life Ins and Buy Up	4.84
			Group Life Ins and Buy Up	3.48
			Group Life Ins and Buy Up	3.48
			Short Term Disability Ins	9.80
			Short Term Disability Ins	9.80
		HERITAGE TRACTOR INC	JOHN DEERE Z960M ZTRAK MOW	<u>12,950.00</u>
			TOTAL:	18,042.06

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

10	General Fund	138,868.34
20	Transportation	178,246.34
30	Water Fund	29,847.11
35	Sewer Fund	32,708.12
40	Ambulance Fund	13,076.90
45	Lee C. Fine Airport Fund	243,004.41
47	Grand Glaize Airport Fund	19,408.63

GRAND TOTAL:		655,159.85
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TOTAL PAGES: 17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	PROMO 4 U	CUTTING BRDS-VOLUNTEER DIN	<u>2,092.00</u>
			TOTAL:	2,092.00
City Clerk	General Fund	ROWLAND A TODD, CAMDEN COUNTY CLERK	APRIL 2023 ELECTION COSTS	<u>2,232.10</u>
			TOTAL:	2,232.10
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 1/2023	<u>392.76</u>
			TOTAL:	392.76
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	COOLING SYSTM REP- ADMIN 1	373.45
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	WIRELESS MOUSE-L. DUNHAM	41.60
			COMPLIANCE FOLDERS & ENVEL	45.08
		AMAZON CAPITAL SERVICES INC	RECEPTACLE TESTERS	<u>30.72</u>
			TOTAL:	499.77
Building Maintenance	General Fund	BUTLER SUPPLY CO	REPLACEMENT LIGHTS	289.50
		MIDWEST ELECTRONIC SYSTEMS INC	FIRE ALARM TEST & INSPECTI	300.00
		SURECUT LAWN CARE LLC	JAN GROUNDS MAINTENANCE	350.00
		AB PEST CONTROL INC	CH PEST CONTROL	85.00
			CH PEST CONTROL	85.00
		ATR LIGHTING ENTERPRISES INC	REPLACEMENT LIGHTS	203.60
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	118.32
		STAPLES BUSINESS ADVANTAGE	SOAP- BREAKROOM	7.74
			CUPS & PAPER TOWELS	111.67
			RETURN MOUSE- L. DUNHAM	41.60
			TOILET PAPER	56.87
			BATHROOM TOWELS	33.98
			HAND SOAP	18.47
			PLASTIC KNIVES	22.88
			PLATES	34.32
			BLACK TRASH BAGS	47.45
		AMAZON CAPITAL SERVICES INC	WORK BOOTS- D. DAMRON	115.00
			PAPER PLATES	39.98
		REEVES-WIEDEMAN COMPANY	KITCHEN FAUCET W/ SIDE SPR	65.00
		LINDYSPRING LAKE OF THE OZARKS	WTR COOLER BILLING CORRECT	10.00
			5-GAL BOTTLED WATER	7.29
			5-GAL BOTTLED WATER	7.29
			5-GAL BOTTLED WATER	7.29
			5-GAL BOTTLED WATER	7.29
			5-GAL BOTTLED WATER	7.29
			FEB WATER COOLER RENTAL	<u>38.00</u>
			TOTAL:	2,030.35
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	FLTRS,MOTOR OIL,WAX,WASH M	164.46
			FUEL FILTER	5.93
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 2/1-2/28/23	100.00
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.80
			PARKS DEPT UNIFORM RENTAL	3.60
		AMAZON CAPITAL SERVICES INC	RUNNING BOARDS- TRK 2	186.88
			TRAILER BRAKE CONTROL SYST	107.32
			ACRYLIC SIGN HOLDERS	57.95
		GFL ENVIRONMENTAL	PORTABLE TOILET 1/1-1/31/2	86.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	721.43
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM DRUG TESTING	175.00
			TOTAL:	175.00
Police	General Fund	LEON UNIFORM CO INC	FLASHLIGHT BATTERIES	156.00
		HEDRICK MOTIV WERKS LLC	OIL CHNG, ROTATE TIRES- PD	90.00
			DRIVE BELT TENSIONER- PD 1	227.78
			OIL CHNG, ROTATE TIRES- PD	90.00
			OIL CHNG, ROTATE TIRES- PD	90.00
			PRIOR STRT,OIL CHNG-2015 SE	141.00
		ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS- H. VERNON	44.50
		STAPLES BUSINESS ADVANTAGE	ADDRESS LABELS	17.79
			FLASH DRIVES	55.34
			PRINTER RIBBON	14.35
			INVISIBLE TAPE	11.18
		AMAZON CAPITAL SERVICES INC	WEBCAM WITH MICROPHONE	37.99
			TOTAL:	975.93
Information Technology	General Fund	LAKE SUN LEADER 81525 & 1586450	INV TO BID- INTERNET SVCS	116.20
		DELL MARKETING LP	MXT SUPP SC2005/4020 3/23-	4,103.83
		DLT SOLUTIONS LLC	QUEST SFTWRE 3/2023-2/2024	4,499.12
		BEISHIR LOCK & SECURITY	MILESTONE SFTWRE 3/2023-2/	726.00
			TOTAL:	9,445.15
Economic Development	General Fund	GILMORE & BELL PC	SVC- OASIS PROJECT	3,162.50
		HOLIDAYGOO INC	CANDY FILLED EASTER EGGS	4,182.50
		EVANGELINE SPECIALTIES INC	CHRISTMAS LIGHTS	24,926.00
			TOTAL:	32,271.00
Transportation	Transportation	RP LUMBER INC	RETURN PALLET	30.00-
			CONCRETE FOR SIGNS	281.58
		NU WAY CONCRETE FORMS CENTRAL INC	WEED BARRIER FABRIC	160.00
		O'REILLY AUTOMOTIVE STORES INC	CONNECTORS- TRK 63	45.98
			CIRCUIT TESTERS	34.97
		CONSOLIDATED ELECTRICAL DISTR, INC	80W LED LAMPS	900.00
		SASCO PAVEMENT COATINGS INC	GLASS BEADS- STREET PAINTI	3,150.00
		AMERICAN PUBLIC WORKS ASSOC	APWA PRORATED DUES-R. LONG	191.04
		CINTAS CORPORATION	TRANSP DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	142.17
			TRANS DEPT FLOOR MATS	10.33
			TRANS DEPT UNIFORMS	142.17
			TRANS DEPT FLOOR MATS	10.33
			TRANSP DEPT UNIFORM RENTA	1.10
		TODD I SKELTON	LEVER SETS,LOCKS, KEYS- PW	599.35
		DELTA GASES INC	GAS FOR WELDER	17.00
		AMAZON CAPITAL SERVICES INC	TRAILER BRAKE KIT- T 10	59.99
			SERVICE BELL	4.63
			MARKERS	5.31
			EYE WASH SOLUTION	40.43
			TAPE FOR SIGN MAKERS	85.95
			SMALL FLAG CASE FRAME	13.85
			SUGAR & CREAMER	9.38
			CLEANER FOR MAKING SIGNS	24.99
		THE BUILDERS' ASSOCIATION	HEAVY EQUIPMENT TRAINING	300.00
		NICK'S TRUE VALUE HARDWARE	FARM CLEVIS & HOOK-TRAILER	36.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BLADE- ZERO TURN MOWER	19.99
		CUSTOM PRODUCTS CORPORATION	BLANK WHITE SIGNS,YIELD SI	1,192.97
			BRACKETS FOR SIGNS	<u>1,163.00</u>
			TOTAL:	8,614.59
Water	Water Fund	NU WAY CONCRETE FORMS CENTRAL INC	WEED BARRIER FABRIC	160.00
		CORE & MAIN LP	YOKE SAVER	322.22
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.25
		TODD I SKELTON	LEVER SETS,LOCKS, KEYS- PW	599.35
		AMAZON CAPITAL SERVICES INC	SERVICE BELL	4.63
			MARKERS	5.31
			EYE WASH SOLUTION	40.43
			SMALL FLAG CASE FRAME	13.85
			SUGAR & CREAMER	9.37
		GFI DIGITAL	UB PRNTR MAINT 2/11-3/10/2	9.37
		THE BUILDERS' ASSOCIATION	HEAVY EQUIPMENT TRAINING	<u>300.00</u>
			TOTAL:	1,747.31
Sewer	Sewer Fund	FASTENCO INC	COUPLER & CLAMPS- PUMP TRK	295.06
		MUNICIPAL EQUIPMENT CO	SHARK MONITOR-HOBBY LOBBY	4,380.50
			PRONG RELAYS	2,143.88
			FLOATS- STOCK	1,053.43
		NU WAY CONCRETE FORMS CENTRAL INC	WEED BARRIER FABRIC	160.00
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL & FUNNEL- PUMP T	9.78
			TRANSMISSION FLUID- TRK 75	21.98
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JAN MONTHLY FLOWS	42,194.47
		BOWLING ELECTRIC MACHINE	CAPACITORS- STOCK	1,150.00
		CORE & MAIN LP	MANHOLE COVERS	7,937.02
			PARTS FOR REPAIR-MOCKINGBI	387.96
			MTRLs FOR REPAIR-MOCKINGBI	312.95
			PVC- CAPE ROYAL	502.98
			PRTS FOR REP-WEST END CIRC	185.39
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.10
		CHASE CO INC	EXCAVATOR RENTAL-T007 SWR	332.35
		TODD I SKELTON	LEVER SETS,LOCKS, KEYS- PW	599.37
		AMAZON CAPITAL SERVICES INC	POWER SUPPLY ADAPTER	25.01
			SERVICE BELL	4.62
			MARKERS	5.30
			EYE WASH SOLUTION	40.43
			SMALL FLAG CASE FRAME	13.86
			SUGAR & CREAMER	9.38
		REEVES-WIEDEMAN COMPANY	PIPE INSULATION- HERON BAY	54.96
			COUPLING- COLUMBIA COLLEGE	26.35
			STELL PLUG- JETTER TRUCK	2.09
			COUPLINGS- JETTER TRUCK	15.40
		WALLIS LUBRICANT LLC	DIESEL FUEL- GENERATOR 29-	513.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DIESEL FUEL-ROCKAWAY GENER	996.37
			DIESEL FUEL- SANDS GENERAT	1,445.99
			DIESEL FUEL- QUAIL GENERAT	157.02
			DIESEL FUEL- GENERATOR TL-	139.62
		GFI DIGITAL	UB PRNTR MAINT 2/11-3/10/2	9.38
		THE BUILDERS' ASSOCIATION	HEAVY EQUIPMENT TRAINING	300.00
		A-1 RENTAL NORTH	HYDROVAC RENTAL-MOCKINGBIR	<u>1,326.00</u>
			TOTAL:	67,232.94
Ambulance	Ambulance Fund	STERICYCLE INC	TUBS, CONTAINERS- MEDICAL W	492.39
		DOUGLAS G WILSON DO PC	JAN MEDICAL DIRECTOR SVC	1,000.00
		QUADMED INC	MEDICAL SUPPLIES	<u>419.35</u>
			TOTAL:	1,911.74
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	<u>8.99</u>
			TOTAL:	63.98
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	<u>3.97</u>
			TOTAL:	53.94

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

10	General Fund	50,835.49
20	Transportation	8,614.59
30	Water Fund	1,747.31
35	Sewer Fund	67,232.94
40	Ambulance Fund	1,911.74
45	Lee C. Fine Airport Fund	63.98
47	Grand Glaize Airport Fund	53.94

GRAND TOTAL:	130,459.99
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City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Edward Rucker, City Attorney
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-01 - An Ordinance of the City Of Osage Beach, Missouri, Amending Chapter 115 Employees and Officers in Sections 115.020, 115.170, 115.310, 115.360, 115.400; Chapter 125 Human Resources System (Personnel) Rules and Regulations in Section 125.020; Chapter 135 Finance and Purchasing in Section 135.030; Chapter 200 Police Department in Section 200.050; Chapter 205 Animal Regulations in Sections 205.100, 205.140, 205.160, 205.190; Chapter 305 Traffic Administration in Section 305.060, of the City Code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #23-01

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:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This ordinance makes administrative and other changes to the city code to clarify and specify city procedures in a manner consistent with current processes.

City Attorney Comments:

Per City Code 110.230, Bill 23-01 is in correct form.

City Administrator Comments:

The First Reading was read and approved on February 16, 2023.

Prior to City Attorney Ed Rucker leaving, him and Alderman Rucker finished drafting corrections to the outlined sections noted. I concur with the recommended changes as they reflect current processes and correct conflicts with other sections or policies.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 115 EMPLOYEES AND OFFICERS IN SECTIONS 115.020, 115.170, 115.310, 115.360, 115.400; CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS IN SECTION 125.020; CHAPTER 135 FINANCE AND PURCHASING IN SECTION 135.030; CHAPTER 200 POLICE DEPARTMENT IN SECTION 200.050; CHAPTER 205 ANIMAL REGULATIONS IN SECTIONS 205.100, 205.140, 205.160, 205.190; CHAPTER 305 TRAFFIC ADMINISTRATION IN SECTION 305.060, OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 115.020 General Qualifications.

- A. No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid City taxes, or forfeiture or defalcation in office.
- B. All elected officers ~~and the City Administrator~~ shall be residents of the City.

Section 115.170 General Duties.

F. *Personnel System.* The City Administrator shall act as Personnel Officer of the City and shall recommend an appropriate position classification system and pay plan to the Mayor and Board of Aldermen. The City Administrator, after consultation with department manager, shall approve advancements and appropriate pay increases within the approved pay plans and position classification system. The City Administrator shall have the power to appoint and remove subordinate employees in accordance with personnel system regulations approved by the Board of Aldermen. The City Administrator may make recommendations for appointment or removal of ~~department heads~~ **appointed officials. The City Administrator shall appoint or remove any department manager who is not otherwise an appointed official.**

Section 115.310 Qualifications.

No person shall be appointed to the office of City Attorney unless he/she be a licensed and practicing attorney at law in this State. ~~and no firm shall be~~

~~appointed to the office of City Attorney unless all members of that firm are licensed and practicing attorneys at law in this State.~~

Section 115.360 Qualifications.

No person shall be appointed to the office of City Prosecutor unless he/she be a licensed and practicing attorney at law in this State. ~~and no firm shall be appointed to the office of City Prosecutor unless all members of that firm are licensed and practicing attorneys at law in this State.~~

Section 115.400 Duties.

The Public Works Director shall perform such duties as are required of him/her by ordinance or by the Mayor, Board of Aldermen or the City Administrator. **In the absence of an appointed Public Works Director the City Administrator shall be responsible for assigning to other staff the duties of the Public Works director set out in this code.**

Section 125.020 Definitions

MANAGEMENT TEAM

The following positions shall be deemed the Management Team: the appointed officials, as defined within Chapter 125, Assistant City Administrator, Human Resources Generalist, Airport Manager, ~~IS Operations Manager~~ **IT Manager, Public Works Operations Manager** and the Parks and Recreation Manager.

Section 135.030 General Powers and Provisions.

D. Payment Procedures

2. Credit cards. Upon authorization of the City Administrator, the Mayor, or the City Treasurer, employees ~~Department managers~~ may be issued ~~upon Board of Aldermen authorization a City credit card~~ **or purchasing card** with a credit limit not to exceed five thousand dollars (\$5,000.00) for the purpose of travel, training, and other authorized purchases related to City operations. The following regulations shall apply:

Section 200.050 Major Case Squad **or Law Enforcement Task Force.**

The Mayor of the City of Osage Beach **or the Police Chief** acting for and on behalf of the City of Osage Beach is authorized and empowered hereby to enter into and sign a mutual-aid agreement **or a Memorandum of Understanding** for the formation **or continual operation** of the Lake of the Ozarks Major Case Squad **other Law Enforcement Task Force.**

Section 205.100 Rabies Immunization Required.

B. Such certificates shall be numbered and in a form to be prescribed by the City **Clerk Collector**, and shall be executed by the veterinarian in duplicate on each occasion that a dog is vaccinated or immunized by him/her, and the dog is to be kept within the City. The original of said certificate is to be delivered to the owner or possessor of the dog and a copy is to be retained among the records of the veterinarian.

Section 205.140 Licensing of Kennels

Any person who shall own and keep or harbor upon his/her premises more than three (3) dogs over the age of six (6) months must obtain a kennel license. Written application for a kennel license shall be made to the City **Clerk Collector**—which shall include the name and address of the kennel owner, the maximum number of dogs that will be kept and a description of the kennel. The fee to be paid to the City for a kennel license shall be fifteen dollars (\$15.00).

Section 205.160 Application For License.

Any application for a dog license shall be made in writing to the City **Clerk Collector**. The application shall include the name and address of the applicant, a description of the dog, the required fee and proof of the required rabies vaccination. Application for a license must be made within sixty (60) days after obtaining a dog that is at least six (6) months of age. If the dog was obtained before it was six (6) months of age, the application shall be made within sixty (60) days after it becomes six (6) months of age. If the applicant has withheld or falsified any information on the application, the City **Clerk Collector** shall refuse to issue, or if issued shall revoke, the license.

Section 205.190 Issuance of License.

Upon acceptance of the dog license application and fee, the City **Clerk Collector** shall issue a durable tag stamped with an identifying number and the year of issuance. The City **Clerk Collector** shall maintain a record of the identifying numbers of all tags issued. The City **Clerk Collector** shall further cause a notice to be published in the local newspaper thirty (30) days prior to the date licenses become due and payable.

Section 305.060 City Traffic Engineer.

A. ~~The office of City Traffic Engineer is established.~~ The Public Works Director, ~~or designated City Official,~~ **or City Contractor, as designated by the City Administrator** shall serve as City Traffic Engineer in addition to his/her other functions and shall exercise the powers and duties with respect to traffic as provided in this Title.

Section 2. Severability

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

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

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

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

READ FIRST TIME: February 16, 2023 READ SECOND TIME: _____

I hereby certify that Ordinance No.23.01 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.01.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Public Hearing - Osage Beach Water and Sewer User Rate Schedule Changes

Requested Action:
Public Hearing

Ordinance Referenced for Action:
A public hearing is required by State Statutes prior to establishing user rate schedules.

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:
Not Applicable

City Administrator Comments:
Enclosed is a summary of water and wastewater (sewer) user charge modifications for the Board of Aldermen's consideration, to be effective date of May 1, 2023. The stated rate adjustments will adequately fund our water and wastewater (sewer) systems.

Discussion with the Board occurred at the February 2, 2023 Board of Aldermen meeting, enclosed is staff's presentation from that meeting. Questions and comments revolved around the appropriate increase needed at this point in time, and the timing and consistency of future annual reviews to ensure adequate revenue coverage for system costs and reserves. I recommend an average, combined water and sewer rate

increase of 12% (Water = 11%/Sewer = 13%) to adequately fund the operations of each system and provide adequate reserves for depreciation and replacement. Cost estimates used in the calculation for each fund were based on recent cost trends and forecasted data for a three-year period. The rate schedules for both the water and sewer system will be revisited in the upcoming months when staff analyze the financial aspects to complete the sewer improvements necessary in the Tan Tar A Estates. If additional rate schedule modifications city-wide are needed based on an updated forecast, it will be addressed at that time.

This is a required Public Hearing for such changes to our user charges per State Statutes, and said notice required a 30-day notice. The Public Hearing notice was published on January 31, 2023. The first readings for user rate changes follow the Public Hearing, for the Board's consideration.



City of Osage Beach Water and Sewer User Charges

Jeana Woods
City Administrator
February 2, 2023

Water & Sewer User Charge Systems

- Provide clean, safe, and affordable water to our community
- Operate our water and sewer systems in a safe, lawful, and financially sound manner
- Requirements
 - Fair and Equitable Rate for all users (*SRF, DNR*)
 - Combined Water & Sewer - < 4.5% of MHI requirements apply per EPA
 - Collect adequate revenues *annually* for O&M, Retiring Debt, Depreciation and Replacement Reserve, Improvements and Extensions (*SRF, DNR*)
 - Ensure system generates adequate revenues for operation and maintenance

Current Position

■ Water

- Majority of system was built in early 2000s
- Nearly 250 miles of water line, 8 wells, 4 towers, and 999 fire hydrants to maintain
- Nearly 6,100 users - *5.4% increase since 2019*
 - *Residential users = 87% - 5% increase since 2019*
 - *151 non-metered users*
 - *Commercial users = 13% - 4% increase since 2019*
 - *41 non-metered users*
- Since 2019 – Overall decrease in non-metered customers; overall decrease in Out-of-City customers (Current - In-City=85%; Out-of-City=15%)
- Billed Consumption – FY2022 = 346 million gallons, average 3% growth annually since 2019
- In-City build-out nearly 100% (less than 25 users unserved)

Current Position

■ Sewer

- ❑ Majority of the system was built in the mid-1980s
- ❑ Approximately 153 miles of sewer line, over 1,200 grinder stations, and 59 lift stations to maintain
- ❑ Nearly 7,100 users – 4.7% growth since 2019
 - *Residential users = 86% - 5% increase since 2019*
 - ❑ *Over 1,100 non-metered users*
 - *Commercial users = 14% - 4% increase since 2019*
 - ❑ *Nearly 270 non-metered users*
- ❑ Since 2019 – Overall decrease in non-metered customers; overall decrease in Out-of-City customers (Current - In-City=84%; Out-of-City=16%)
- ❑ WWTP Flows – FY2022 = 388 million gallons; average 8% decrease in flows annually since 2019
- ❑ In-City build-out nearly at 100% (less than 50 users unserved)

Review Analysis

■ Water

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (12.9%); FY2012 (3.5%); FY2014 (4.0%); FY2016 (15.0%); FY2018 (5.0%).
- **Rate Increase needed at 11%**

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule updated - Includes Repair of System; Tower, Tank, & Well Improvements; Other Operating Capital Schedules (i.e. equipment, truck replacements, etc.) – Excludes Infrastructure Expansion
- Current balance \$1,117,833; Current annual contribution - \$225,000
- Proposed annual contribution - \$525,000
- \$9,600,000 – 20-year investment (*present value increase = 26% since 2018*)

Review Analysis

■ Sewer

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (15.7%); FY2012 (4.6%); FY2014 (2.8%); FY2016 (4.0%); FY2018 (3.0%).
- **Current Rate Increases needed at 13%**
- A Rate Review to be reanalyzed upon the completion of the financial analysis for system improvements needed at the Tan-Tar-A Estates

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule adjusted for inflation and interest (future value calculation) - Includes Repair of System; Pumps & Panels; Other Operating Capital or Improvement Schedules (i.e. other system improvements, equipment, truck replacements, etc.) – Excludes Infrastructure Expansion
- Current balance \$445,399; Current annual contribution - \$654,000
- Proposed annual contribution - \$1,500,000
- \$25,300,000 - 20-year investment (*present value increase = 200% since 2018*)

Review Analysis

■ Proposed Water Rates

	Current		May 1, 2023	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$20.48	\$88.29	\$22.73	\$98.00
1"	\$28.24	\$123.13	\$31.35	\$136.67
1 1/2"	\$35.98	\$157.97	\$39.94	\$175.35
2"	\$57.30	\$253.76	\$63.60	\$281.67
3"	\$214.38	\$959.17	\$237.96	\$1,064.68
4"	\$272.40	\$1,220.43	\$302.36	\$1,354.68
6"	\$330.54	\$1,481.69	\$366.90	\$1,644.68
Volumetric (1,000 gal)	\$1.21		\$1.34	
Aggregate % Increase			11.0%	

Review Analysis

■ Proposed Sewer Rates - METERED

	Current		May 1, 2023	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$16.11	\$35.03	\$18.20	\$39.58
1"	\$21.64	\$48.15	\$24.45	\$54.41
1 1/2"	\$27.20	\$61.28	\$30.74	\$69.25
2"	\$42.46	\$97.36	\$47.98	\$110.02
3"	\$154.85	\$363.08	\$174.98	\$410.28
4"	\$196.48	\$461.49	\$222.02	\$521.48
6"	\$238.11	\$559.92	\$269.06	\$632.71
Volumetric (1,000 gal)	\$2.23		\$2.52	
Aggregate % Increase			13.0%	

Review Analysis

■ Proposed Sewer Rates – NON-METERED (Flat Rate)

	Current		January 1, 2018	
	In-City	Out-of-City	In-City	Out-of-City
A	\$29.50	\$46.53	\$33.34	\$52.58
B	\$186.77	\$211.05	\$294.56	\$332.85
C	\$303.40	\$479.23	\$343.40	\$541.53
D	\$653.84	\$1,031.10	\$738.84	\$1,165.14
E	\$1,268.27	\$2,000.08	\$1,433.15	\$2,260.09
F	\$3,541.16	\$5,584.49	\$4,001.51	\$6,310.47
G	\$5,256.24	\$8,289.17	\$5,939.55	\$9,366.76
Aggregate % Increase			13.0%	

Review Analysis

■ Sewer Classes (Flat Rate)

	Description	Equiv Meter	Equiv Demand
A	Single Family < 2.5 baths, Small Commercial offices/retail, MF/MU – per unit basis, Max continuous demand < 10 gpm, No laundries or laundromats. No restaurants.	5/8"	1 to 20 gpm
B	Large residences, swimming pools, lawn irrigation w/ lawns < 6,000 sq.ft., Hotel/Motel < 15 rooms, Small restaurants < 75 seats, FF w/ drive-thru, Other Small – Medium Commercial, Max continuous demand < 25 gpm	1"	3 to 50 gpm
C	Hotel/Motel < 35 units, Medium restaurants > 75 seats, no outdoor seating, Other Medium Commercial, Max continuous demand < 50 gpm	1 ½"	5 to 100 gpm
D	Hotel/Motel < 70 units, Large restaurants > 175 seats, outdoor seating, Other Medium – Large Commercial, Max continuous demand < 80 gpm	2"	8 to 160 gpm
E	Hotel/Motel < 150 units, Other Large Commercial, Max continuous demand < 160 gpm	3"	4 to 320 gpm
F	Hotel/Motel < 300 units, Commercial/Domestic uses w/continuous demand < 250 gpm	4"	6 to 500 gpm (10 to 1,200 gpm turbine)
G	Hotel/Motel > 301 units, Commercial/Domestic uses w/continuous demand > 1000 gpm	6"	6 to 500 gpm (10 to 1,200 gpm turbine)

Sample Billing

- Residential, In-City – 5/8” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	5,000				
Water	\$25.32	\$28.09	11%	\$2.77	\$33.24
Sewer	\$25.03	\$28.28	13%	\$3.25	\$39.00
TOTAL	\$50.35	\$56.37	12%	\$6.02	\$72.24

Sample Billing

- M/F – 16 unit, In-City – Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Units	16				
Gallons	60,000				
Water	\$380.93	\$422.64	11%	\$41.71	\$500.52
Sewer	\$355.88	\$402.08	13%	\$46.20	\$554.40
TOTAL	\$736.81	\$824.72	12%	\$87.91	\$1,054.92
Per Unit	\$46.05	\$51.55	12%	\$5.50	\$66.00

Sample Billing

- Commercial, In-City – 1” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	18,000				
Water	\$48.81	\$54.13	11%	\$5.32	\$63.84
Sewer	\$59.55	\$67.29	13%	\$7.74	\$92.88
TOTAL	\$108.36	\$121.42	12%	\$13.06	\$156.72

Sample Billing

- Commercial, In-City – 2” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	68,000				
Water	\$138.37	\$153.38	11%	\$15.01	\$180.12
Sewer	\$191.87	\$216.82	13%	\$24.95	\$299.40
TOTAL	\$330.24	\$370.20	12%	\$39.96	\$479.52

Comparisons

- Residential - In-City, 5,000 gallons

	Camdenton	Osage Beach	Lake Ozark	Eldon	Laurie	Sunrise Beach
Water	\$18.40	\$28.09	\$31.20	\$26.14	\$49.24	\$57.39
Sewer	\$18.20	\$28.28	\$28.24	\$37.64	\$45.30	\$88.00
Total	\$36.60	\$56.37	\$59.44	\$63.78	\$94.54	\$145.39

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-08 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System. *First Reading*

Requested Action:

First Reading of Bill #23-08

Ordinance Referenced for Action:

Board of Aldermen approval is required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. The User Charge System is adopted by Ordinance by the Board of Aldermen.

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 23-08 is in correct form.

City Administrator Comments:

The required Public Hearing precedes this request and includes details on the sewer user charge changes and history.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 710 SEWERS AND SEWERAGE SYSTEMS, ARTICLE VII USER CHARGE SYSTEM.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 710, specifically Section 710.470 Rate Schedule are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the public sewer system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements, and extensions for such public sewer system.

For metered customers, the sewer user charge shall be the monthly minimum sewer rate defined in Subsection (1) below plus the volumetric sewer rate defined in Subsection (2) below.

For non-metered customers, the monthly sewer user charge shall be the flat rate charge defined in Subsection (3) below.

1. *Monthly minimum rate.* The sewer monthly minimum rates for both in-City and out-of-City customers are scheduled as follows:

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$15.64	\$34.01	\$16.11	\$35.03
1 inch	\$21.01	\$46.75	\$21.64	\$48.15
1 1/2 inch	\$26.41	\$59.50	\$27.20	\$61.28
2 inch	\$41.23	\$94.53	\$42.46	\$97.36
3 inch	\$150.34	\$352.51	\$154.85	\$363.08
4 inch	\$190.76	\$448.05	\$196.48	\$461.49
6 inch	\$231.17	\$543.61	\$238.11	\$559.92

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
5/8 inch	\$18.20	\$39.58
1 inch	\$24.45	\$54.41

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
1 1/2 inch	\$30.74	\$69.25
2 inch	\$47.98	\$110.02
3 inch	\$174.98	\$410.28
4 inch	\$222.02	\$521.48
6 inch	\$269.06	\$632.71

2. *Volumetric rate.* For sewer customers on metered water service, the sewer volumetric rate is charged per one thousand (1,000) gallons of metered water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective January 1, 2016	Effective January 1, 2018
Per 1,000 gallons	\$2.16	\$2.23

Effective May 1, 2023

Per 1,000 gallons **\$2.52**

3. *Flat rate.* For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user's defined class(es).

- b. *Flat rate charges.* The monthly flat rate charges for both in-City and out-of-City customers are scheduled as follows:

	Effective January 1, 2016		Effective January 1, 2018	
Class	In-City	Out-Of-City	In-City	Out-Of-City
A	\$28.64	\$45.18	\$29.50	\$46.53
B	\$181.33	\$285.98	\$186.77	\$294.56
C	\$295.04	\$465.28	\$303.89	\$479.23
D	\$634.80	\$1,001.07	\$653.84	\$1,031.10
E	\$1,231.33	\$1,941.83	\$1,268.27	\$2,000.08
F	\$3,438.02	\$5,421.83	\$3,541.16	\$5,584.49
G	\$5,103.14	\$8,047.74	\$5,256.24	\$8,289.17

Effective May 1, 2023

Class	In-City	Out-Of-City
A	\$33.34	\$52.58
B	\$211.05	\$332.85
C	\$343.40	\$541.53
D	\$738.84	\$1,165.14
E	\$1,433.15	\$2,260.09
F	\$4,001.51	\$6,310.47
G	\$5,939.55	\$9,366.76

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective May 1, 2023.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.08 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.08

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks; Article IV Rates and Charges. *First Reading*

Requested Action:

First Reading of Bill #23-09

Ordinance Referenced for Action:

Board of Aldermen approval is required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. The User Charge System is adopted by Ordinance by the Board of Aldermen.

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 23-09 is in correct form.

City Administrator Comments:

The required Public Hearing precedes this request and includes details on the water rates and history.

**AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING
CHAPTER 705 WATERWORKS; ARTICLE IV RATES AND CHARGES.**

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 705, specifically Section 705.300 Rates and Charges are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use and/or are connected to the public water system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements, and extensions for such water system. The water user charge shall be the monthly minimum rate defined in Subsection (1) below plus the volumetric rate defined in Subsection (2) below.
1. *Monthly minimum rate.* The monthly minimum rate includes 0-1,000 gallons of water consumption and is applicable to all residential, commercial, or industrial users of the City's water system. The monthly minimum rates are scheduled as follows:

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$19.61	\$84.09	\$20.48	\$88.29
1 inch	\$26.99	\$117.27	\$28.24	\$123.13
1 1/2 inch	\$34.36	\$150.44	\$35.98	\$157.97
2 inch	\$54.67	\$241.67	\$57.30	\$253.76
3 inch	\$204.17	\$913.49	\$214.27	\$959.17
4 inch	\$259.53	\$1,162.32	\$272.40	\$1,220.43
6 inch	\$314.90	\$1,411.13	\$330.54	\$1,481.69

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
5/8 inch	\$22.73	\$98.00
1 inch	\$31.35	\$136.67
1 1/2 inch	\$39.94	\$175.35
2 inch	\$63.60	\$281.67
3 inch	\$237.96	\$1,064.68
4 inch	\$302.36	\$1,354.68
6 inch	\$366.90	\$1,644.68

2. *Volumetric rate.* The volumetric rate is charged per one thousand (1,000) gallons of water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective January 1, 2016	Effective January 1, 2018
Per 1,000 gallons	\$1.15	\$1.21

Effective May 1, 2023
Per 1,000 gallons \$1.34

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective May 1, 2023.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.09 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.09.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving Asphalt overlay on multiple City streets for an amount not to exceed \$909,934.50. *First Reading*

Requested Action:

First Reading of Bill #23-10

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 - We would like to get this work scheduled and completed as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-764207 Asphalt Overlay

FY2023 Budgeted Amount: \$1,080,472

FY2023 Expenditures to Date (02/17/2023): (\$ 0.00)

FY2023 Available: \$1,080,472

FY2023 Requested Amount: \$909,934.50

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City only received one bid and it was from Capital Paving and Construction. We provide two options for contractors bidding on this project. Option one was for the Nova Chip product that has been discussed and option two was for the traditional asphalt product that we have used in the past. Capital Paving's bid was for the Asphalt and not the Nova Chip.

I did speak with a couple of Nova Chip contractors that looked at the project and they

told me that their equipment was too big to fit down some of our narrow lake roads and therefore, they could not be on the project.

Project Budget = \$1,080,472.00
Capital Paving Bid = \$909,934.50

We have used Capital Paving many times in the past for overlay projects with good results. That said the last time we used them was 2019, so I did check their references and found no problems.

This project includes asphalt overlay for Bluff Drive, Sunset Drive, Explorer Court, Leaf Court, Airport Road and Hatchery Road.

This project came in under budget by \$170,537.50.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-10 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH CAPITAL PAVING ASPHALT FOR THE OVERLAY ON MULTIPLE CITY STREETS FOR AN AMOUNT NOT EXCEED \$909,934.50.

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 Capital Paving Asphalt., 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 Nine Hundred Nine Thousand, Nine Hundred Thirty-Four Dollars and Fifty Cents. (\$909,934.50)

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. 23.10 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.10.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach 2023
Pavement Overlay Program

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Capital Paving and Construction LLC** a corporation of the State of Missouri 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, job special provisions, 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:

Osage Beach 2023 Pavement Overlay Program

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Nine Hundred Nine Thousand Nine Hundred Thirty Four Dollars and Fifty Cents (\$909,934.50)** 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

Osage Beach 2023
Pavement Overlay Program

Ninety (90) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid Tabulation
2023 Pavement Overlay Program
Osage Beach Project No. OB23-001
February 14, 2023



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

Item	Description	Unit	Quantity	Engineer's Estimate		Capital Paving & Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Aggregate Driveway Repair	SF	825	\$ 6.00	\$ 4,950.00	\$ 1.90	\$ 1,567.50
2	Asphalt Driveway Repair (includes milling required)	SF	525	\$ 12.00	\$ 6,300.00	\$ 5.65	\$ 2,966.25
3	Asphalt Pavement (BP-1)(Surface Course) (2") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	550	\$ 100.00	\$ 55,000.00	\$ 119.35	\$ 65,642.50
4	Asphalt Pavement (BP-1)(Leveling Course) (1") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	275	\$ 110.00	\$ 30,250.00	\$ 145.75	\$ 40,081.25
5	Traffic Control (All traffic control other than CMS)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 27,125.00	\$ 27,125.00
6	Changeable Message Sign (CMS) with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,650.00	\$ 7,300.00
7	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 13,000.00	\$ 13,000.00
8	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	69650	\$ 0.40	\$ 27,860.00	\$ 0.25	\$ 17,412.50
9	Pavement Marking - Cross Walk12" - White (Standard Waterborne)	LF	100	\$ 8.00	\$ 800.00	\$ 10.65	\$ 1,065.00
10	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	90	\$ 15.00	\$ 1,350.00	\$ 10.65	\$ 958.50
11	Pavement Milling Allowance(All milling, 3" or less in thickness)	SY	16785	\$ 4.00	\$ 67,140.00	\$ 3.05	\$ 51,194.25
12	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	500	\$ 100.00	\$ 50,000.00	\$ 90.00	\$ 45,000.00
13	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2230	\$ 50.00	\$ 111,500.00	\$ 35.00	\$ 78,050.00
14	Force Account	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
OPT 1	Ultra-Thin Bonded Asphalt Wearing Surface, Type C(Bluff Dr., Sunset Dr. and Hatchery Rd.)	SY	40700	\$ 9.50	\$ 386,650.00	\$ -	\$ -
OPT 2	Asphalt Pavement (BP-1)(Surface Course) (Bluff Dr., Sunset Dr. and Hatchery Rd.)	TON	4579	\$ 90.00	\$ 412,110.00	\$ 113.25	\$ 518,571.75
TOTAL BASE BID OPTION 1					\$ 894,800.00		\$ 391,362.75
TOTAL BASE BID OPTION 2					\$ 920,260.00		\$ 909,934.50

Osage Beach 2023
Pavement Overlay Program

BID FORM

Capital Paving & Construction
1369 Business Park Rd
Linn Creek MO 65052

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

Gentlemen:

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

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

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

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

No. _____

Dated _____

No. _____

Dated _____

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

(See next page for Itemized Bid Form)

The Contractor must place a bid on Option 1, Option 2 or both Options, **but it is not required** to place a bid for both options. The City may accept either Option 1 or Option 2, whichever is in the best interest of the City. If a Contractor chooses to abstain from submitting a bid for one of the Options, write "NO BID" in its place.

TOTAL BASE BID + OPTION 1

\$ NO BID

IN WRITING: _____

TOTAL BASE BID + OPTION 2

\$ 909,934.⁵⁰

IN WRITING: Nine hundred nine thousand nine hundred thirty four + ⁵⁰/₁₀₀

Osage Beach 2023
Pavement Overlay Program

Each bidder shall specify a unit price for each of the separate items listed in the base bid. It is the bidder's option to specify unit prices for Option 1, Option 2 or both Options, however, at a minimum, the bidder must supply unit prices for at least one of the Options. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

BASE BID

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	3101003	Aggregate Driveway Repair	SF	825	\$1.90	\$1,567.50
2	4011000	Asphalt Driveway Repair (includes milling required)	SF	525	\$5.65	\$2,966.25
3	4011211	Asphalt Pavement (BP-1) (Surface Course) (2") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	550	\$119.35	\$65,642.50
4	4020520	Asphalt Pavement (BP-1) (Levelling Course) (1") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	275	\$145.75	\$40,081.25
5	6161000	Traffic Control (All traffic control other than CMS)	LS	1	\$27,125.00	\$27,125.00
6	6161099	Changeable Message Sign (CMS) with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$3,650.00	\$7,300.00
7	6181000	Mobilization	LS	1	\$13,000.00	\$13,000.00
8	6206000C 6206001C	Pavement Marking - Lane Lines 4" - Yellow or White (Standard Waterborne)	LF	69,650	\$0.25	\$17,412.50
9	6206112A	Pavement Marking - Cross Walk 12" - White (Standard Waterborne)	LF	100	\$10.65	\$1,065.00
10	6206124A	Pavement Marking - Stop Bars 24" - White (Standard Waterborne)	LF	90	\$10.65	\$958.50
11	6221000	Pavement Milling Allowance (All milling, 3" or less in thickness)	SY	16,785	\$3.05	\$51,194.25
12	JSP	Full Depth Pavement Repair (Allowance) (Includes all removals required, asphalt, rock base)	SY	500	\$90.00	\$45,000.00
13	JSP	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2,230	\$35.00	\$78,050.00
14		Force Account	LS	1	\$40,000.00	\$40,000.00
Total Base Bid						\$391,362.75

BID FORM CONTINUED ON NEXT PAGE

Osage Beach 2023
Pavement Overlay Program

Each bidder shall specify a unit price for each of the separate items listed in the base bid. It is the bidder's option to specify unit prices for Option 1, Option 2 or both Options, however, at a minimum, the bidder must supply unit prices for at least one of the Options. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

OPTION 1 - ULTRA-THIN BONDER ASPHALT WEARING SURFACE FOR BLUFF DR. AND SUNSET DR.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
Opt 1	4133200	Ultra-Thin Bonded Asphalt Wearing Surface, Type C (Bluff Dr., Sunset Dr. and Hatchery Rd.)	SY	40,700	NO BID	NO BID
Total Option 1						NO BID
Total Base Bid + Option 1						NO BID

OPTION 2 - ASPHALT OVERLAY FOR BLUFF DR. AND SUNSET DR.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
Opt 2	4011211	Asphalt Pavement (BP-1) (Surface Course) (Bluff Dr., Sunset Dr. and Hatchery Rd.)	TON	4,579	\$113.25	\$518,571.75
Total Option 2						\$518,571.75
Total Base Bid + Option 2						\$909,934.50

Osage Beach 2023
Pavement Overlay Program

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 Linn Creek, MO 9:45 A.M. this 14th day of February, 2023
LICENSE or CERTIFICATE NUMBER, if applicable LC001484132

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. _____

Osage Beach 2023
Pavement Overlay Program

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:

Capital Paving & Const LLC

Name of Corporation

By

Eric Stuckenschneider - Project Manager

Signature & Title

Eric Stuckenschneider

Typed or Printed Name

ATTEST:

Pamela Shadrick

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Pamela Shadrick

Typed or Printed Name

Business Address of Bidder:

Capital Paving & Const LLC
1369 Business Park Rd Linn Creek Mo 65052

Telephone No. 573-317-3700

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Mo

Name and Address of its: President

Elliott E Farmer Jr

221 Bolivar Jefferson City Mo 65101

Secretary

Michael K Farmer

221 Bolivar Jefferson City Mo 65101

Pavement Resurfacing Schedule – all budget estimates are present value

	2021		2022		2023		2024		2025		2026	
Project Description		Cost		Cost		Cost		Cost		Cost		Cost
Arterials:												
Osage Beach Parkway (East)	CF	city crew			CF	city crew			NC	\$727,500		
Barry Prewitt Memorial Dr.	CF	city crew			CF	city crew			NC	\$100,800		
Columbia Blvd	CF	city crew			CF	city crew			NC	\$130,000		
Osage Beach Parkway (West)	CF	city crew			CF	city crew			NC	\$1,188,005		
East Side Streets:												
Mace Road	2B	\$890,509										
Beach Drive			A	\$146,489			CF	city crew			CF	city crew
- Carie Lane			A	\$22,044			CF	city crew			CF	city crew
Bluff Drive			NC	\$211,600			CF	city crew			CF	city crew
Bluff Drive Group			SS	\$99,867			CF	city crew			CF	city crew
Sunset Drive			NC	\$112,000			CF	city crew			CF	city crew
Sunset Drive Side Streets			SS	\$6,533			CF	city crew			CF	city crew
Osage Beach Road Group	CF	city crew			SS	\$96,369			CF	city crew		
Cove Road	CF	city crew			SS	\$18,400			CF	city crew		
Dear Run Group	CF	city crew			SS	\$50,617			CF	city crew		
Harbor Heights Group	CF	city crew			SS	\$51,670			CF	city crew		
Red Bud Road	CF	city crew			SS	\$19,200			CF	city crew		
Hatchery Road	CF	city crew			SS	\$9,333			CF	city crew		
Zebra Road Group			CF	city crew			SS	\$53,573			CF	city crew
Wilson Hollow Cove Group			CF	city crew			SS	\$65,167			CF	city crew
College Blvd Group			CF	city crew			SS	\$52,200			CF	city crew
Passover Road	CF	city crew			CF	city crew					NC	\$273,000
Wilson Drive	CF	city crew			CF	city crew					NC	\$54,000
West Side Streets:												
Airport Road Entrance	A	\$45,000			CF	city crew			CF	city crew		
Industrial Drive	Eng.	\$103,011	ROW	\$50,000	FD	\$1,107,371			CF	city crew		
City Hall Group			CF	city crew			A	\$276,800			CF	city crew
Dude Ranch Road Group			CF	city crew			SS	\$102,833			CF	city crew
Dogwood Lane Group			CF	city crew			SS	\$50,250			CF	city crew
Case Road Group			CF	city crew			SS	\$55,572			CF	city crew
Sycamore Valley Rd. Group			CF	city crew			SS	\$58,458			CF	city crew
Nichols Road Group			CF	city crew			SS	\$115,592			CF	city crew
Lazy Days Group			CF	city crew			SS	\$72,020			CF	city crew
Three Seasons Group			CF	city crew			SS	\$117,253			CF	city crew
Jefferies Road			CF	city crew			CF	city crew			SS	\$25,667
Winn Road Group			CF	city crew			CF	city crew			SS	\$30,800
Forrester Road			CF	city crew			CF	city crew			SS	\$2,767
Murphy Road			CF	city crew			CF	city crew			SS	\$10,000
Malibu Road Group			CF	city crew			CF	city crew			SS	\$35,713
Mariner Circle			CF	city crew			CF	city crew			SS	\$21,533
Parkside Village Group			CF	city crew			CF	city crew			SS	\$15,067
Airport Road Group			CF	city crew			CF	city crew			SS	\$55,707
KK Drive Group			CF	city crew			CF	city crew			SS	\$31,017
Burton Duenke Group			CF	city crew			CF	city crew				
Totals		\$1,038,520		\$655,067		\$1,352,960		\$1,019,718		\$2,146,305		\$555,270

A - Mill/Overlay; CF - Street Dept. Crack Filling; STP - Federal Aid; NC - Nova Chip; SS - Slurry Seal; FD - Full Depth Pavement Replacement

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the 2023 Pavement Sealing Program in an amount not to exceed \$285,767.21. *First Reading*

Requested Action:

First Reading of Bill #23-11

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 -We would like to get the contractor start as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-764206 Seal

FY2023 Budgeted Amount: \$177,335.00

FY2023 Expenditures to Date (02/21/2023): (\$ 0.00)

FY2023 Available: \$177,335.00

FY2023 Requested Amount: \$285,767.21

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City received two bids for these services and the bid tab is attached. The low bidder is Vance Brothers Inc.

This is the company that we used for pavement sealing in 2020. I did check their references and found no problems.

Budget = \$177,335.00

Vance Brothers Bid =\$285,767.21

The roads included in this project are the Bluff Drive Group and the Sunset Drive Side Streets. A complete list of the roads is attached.

This project is over budget by \$108,432.21 and I would like to use savings from the 2023 Asphalt Overlay Program (\$170,538) to offset this overage.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-11 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH VANCE BROTHERS FOR THE 2023 PAVEMENT SEALING PROGRAM FOR AN AMOUNT NOT EXCEED \$285,767.21.

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 Vance Brothers., 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 Two Hundred Eighty-Five Thousand, Seven Hundred Sixty-Seven Dollars and Twenty-one Cents. (\$285,767.21)

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. 23.11 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.11.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach 2023
Pavement Sealing Program

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Vance Brothers, INC.** a corporation of the State of Missouri 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, job special provisions, 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:

Osage Beach 2023 Pavement Sealing Program

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two Hundred Eighty Five Thousand Seven Hundred Sixty Seven Dollars and Twenty One Cents (\$285,767.21)** 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

Osage Beach 2023
Pavement Sealing Program

Forty-Five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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
2023 Pavement Sealing Program
Osage Beach Project No. OB23-003
February 14, 2023



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

Item	Description	Unit	Quantity	Engineer's Estimate		Pavement Management	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,250.00	\$ 9,250.00
2	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 27,125.00	\$ 27,125.00
3	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	29985	\$ 0.40	\$ 11,994.00	\$ 0.75	\$ 22,488.75
4	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	139	\$ 10.00	\$ 1,390.00	\$ 12.50	\$ 1,737.50
5	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36915	\$ 5.00	\$ 184,575.00	\$ 5.65	\$ 208,569.75
6	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	50	\$ 100.00	\$ 5,000.00	\$ 393.75	\$ 19,687.50
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1846	\$ 50.00	\$ 92,300.00	\$ 68.00	\$ 125,528.00
8	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9							\$ -
10							\$ -
11							\$ -
12							\$ -
13							\$ -
14							\$ -
15							\$ -
16							\$ -
17							\$ -
18							\$ -
19							\$ -
20							\$ -
21							\$ -
22							\$ -
23							\$ -
24							\$ -
25							\$ -
26							\$ -
27							\$ -
TOTAL BASE BID					\$ 320,259.00		\$ 424,386.50

Bid Tabulation
2023 Pavement Sealing Program
Osage Beach Project No. OB23-003
February 14, 2023

Page 1

Item	Description	Unit	Quantity	Vance Brothers	
				Unit Price (\$)	Total Cost (\$)
1	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
2	Mobilization	LS	1	\$ 19,250.00	\$ 19,250.00
3	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	29985	\$ 0.38	\$ 11,394.30
4	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	139	\$ 9.45	\$ 1,313.55
5	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36915	\$ 3.20	\$ 118,128.00
6	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	50	\$ 340.20	\$ 17,010.00
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1846	\$ 56.16	\$ 103,671.36
8	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -
25					\$ -
26					\$ -
27					\$ -
TOTAL BASE BID					\$ 285,767.21

Osage Beach 2023
Pavement Sealing Program

BID FORM

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

Gentlemen:

Vance Brothers
PO Box 300107
Kansas City MO 64130

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

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

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

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

No. <u>None</u>	Dated _____
No. _____	Dated _____

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

(See next page for Itemized Bid Form)

TOTAL BASE BID

\$ 285,767.21

IN WRITING: Two hundred eighty-five thousand seven hundred sixty-seven dollars
and twenty-one cents.

Osage Beach 2023
Pavement Sealing Program

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	6161000	Traffic Control	LS	1	5,000.00	5,000.00
2	6181000	Mobilization	LS	1	19,250.00	19,250.00
3	6206000C 6206001C	Pavement Marking - Lane Lines 4" - Yellow or White (Standard Waterborne)	LF	29,985	0.38	11,394.30
4	6206124A	Pavement Marking - Stop Bars 24" - White (Standard Waterborne)	LF	139	9.45	1,313.55
5	JSP	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36,915	3.20	118,128.00
6	JSP	Full Depth Pavement Repair (Allowance) (Includes all removals required, asphalt, rock base)	SY	50	340.20	17,010.00
7	JSP	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1,846	56.16	103,671.36
8		Force Account	LS	1	\$10,000.00	10,000.00
Total Base Bid						285,767.21

Osage Beach 2023
Pavement Sealing Program

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 Kansas City, MO this 14th day of February, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable 02970

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. _____

Osage Beach 2023
Pavement Sealing Program

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:

Vance Brothers, Inc.

Name of Corporation

By

R. Vance

Sr. Vice President
Signature & Title

Robert A. Vance

Typed or Printed Name

ATTEST:

Arthur Sewell

Secretary or Assistant Secretary Signature

Arthur Sewell

Typed or Printed Name

(CORPORATE SEAL)

VANCE BROTHERS INC
CORPORATE SEAL
MISSOURI

VANCE BROTHERS INC (816) 923-4325

Business Address of Bidder:

5201 Brighton Ave

Kansas City, MO 64130

Telephone No. 816-923-4325

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Tim Vance

5201 Brighton Ave, Kansas City, MO 64130

Secretary

Robert A. Vance

5201 Brighton Ave., Kansas City, MO 64130

Osage Beach 2023
Pavement Sealing Program

DESCRIPTION OF WORK

This project consists of performing preparatory work, traffic control, and installation of an Emulsified Asphalt Slurry Seal or Friction Seal Surface Treatment for the designated portions of existing streets within the City of Osage Beach. Work shall include any other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

The city reserves the right to add or delete portions of the work to meet budgetary requirements.

All work shall be performed under a single contract. The work will be performed on portions of the following streets:

Street	Emulsified Asphalt Slurry Seal Surface Treatment (SY)
Pogue Hollow Circle	4522
Huff and Puff Lane	5778
Gwen Lane	1167
Cedar Village Road	3400
Castle Court	1778
Hamrock Lane	4889
Ski Drive	3422
Gerrard Lane	1667
Bondard Lane	3967
Ash Lane	2700
Sunset Drive	1448
Dorothy Lane	489
Rock Lane	1689

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. for the 2023 Drainage Improvement Project for an amount not to exceed \$109,765.00. *First Reading*

Requested Action:

First Reading of Bill #23-12

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:

Yes - This work needs to be done prior to Hatchery road being overlayed.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Streets/Roads
FY2023 Budgeted Amount: \$1,362,745.00
FY2023 Expenditures to Date (02/22/2023): (\$ 0.00)
FY2023 Available: \$1,362,745.00

FY2023 Requested Amount: \$109,765.00

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City received 5 bids and the bid tab is enclosed.

Stockman Construction was the lower bidder. Stockman Construction just recently completed Industrial Road for us and the City has a good working relationship with this contractor. This project consists of drainage improvements along Hatchery Road under the Highway 54 overpass and near the entrance to City Park.

Budget = \$238,750.00
Stockmans Bid = \$109,765.00

This project is under budget by \$128,985.00

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-12 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH STOCKMAN CONSTRUCTION CORP. FOR THE 2023 DRAINAGE IMPROVEMENT PROGRAM FOR AN AMOUNT NOT EXCEED \$109,765.00.

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 Nine Thousand, Seven Hundred Sixty-Five Dollars. (\$109,765.00)

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. 23.12 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.12.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**Bid Tabulation
2023 Drainage Improvements
Osage Beach Project No. OB23-002
February 14, 2023**



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

Item	Description	Unit	Quantity	Engineer's Estimate		Stockman		Rhad A Baker Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Clearing and Grubbing	AC	0.1	\$ 80,000.00	\$ 8,000.00	\$ 15,000.00	\$ 1,500.00	\$ 100,000.00	\$ 10,000.00
2	Earthwork	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
3	24" Polypropylene Storm Sewer	LF	440	\$ 200.00	\$ 88,000.00	\$ 88.00	\$ 38,720.00	\$ 90.00	\$ 39,600.00
4	24" Concrete Flared End Section	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00
5	48" Diameter Concrete Manhole	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 5,500.00	\$ 5,500.00
6	Curb Inlet - Osage Beach Standard	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 4,000.00	\$ 12,000.00	\$ 3,500.00	\$ 10,500.00
7	Concrete Vertical Curb, 6"	LF	225	\$ 60.00	\$ 13,500.00	\$ 61.00	\$ 13,725.00	\$ 40.00	\$ 9,000.00
8	MoDOT Light Stone Revetment	SF	180	\$ 35.00	\$ 6,300.00	\$ 9.00	\$ 1,620.00	\$ 15.00	\$ 2,700.00
9	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
10	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00
11	Seeding - Cool Season Mixture	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
12	Modular Block Retaining Wall	SF	140	\$ 60.00	\$ 8,400.00	\$ 45.00	\$ 6,300.00	\$ 55.00	\$ 7,700.00
13	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14							\$ -		\$ -
15							\$ -		\$ -
16							\$ -		\$ -
17							\$ -		\$ -
18							\$ -		\$ -
19							\$ -		\$ -
20							\$ -		\$ -
21							\$ -		\$ -
22							\$ -		\$ -
23							\$ -		\$ -
24							\$ -		\$ -
25							\$ -		\$ -
26							\$ -		\$ -
27							\$ -		\$ -
TOTAL BASE BID					\$ 220,200.00		\$ 109,765.00		\$ 130,300.00

**Bid Tabulation
2023 Drainage Improvements
Osage Beach Project No. OB23-002
February 14, 2023**



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	Don Schneider Excavating		B & P Patterson		Hessling Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Clearing and Grubbing	AC	0.1	\$ 94,000.00	\$ 9,400.00	\$ 200,000.00	\$ 20,000.00	\$ 87,034.00	\$ 8,703.40
2	Earthwork	LS	1	\$ 20,800.00	\$ 20,800.00	\$ 61,000.00	\$ 61,000.00	\$ 7,409.75	\$ 7,409.75
3	24" Polypropylene Storm Sewer	LF	440	\$ 82.00	\$ 36,080.00	\$ 90.00	\$ 39,600.00	\$ 92.05	\$ 40,502.00
4	24" Concrete Flared End Section	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 700.00	\$ 700.00	\$ 3,859.24	\$ 3,859.24
5	48" Diameter Concrete Manhole	EA	1	\$ 4,330.00	\$ 4,330.00	\$ 6,500.00	\$ 6,500.00	\$ 6,844.87	\$ 6,844.87
6	Curb Inlet - Osage Beach Standard	EA	3	\$ 6,457.00	\$ 19,371.00	\$ 5,400.00	\$ 16,200.00	\$ 6,673.04	\$ 20,019.12
7	Concrete Vertical Curb, 6"	LF	225	\$ 52.00	\$ 11,700.00	\$ 75.00	\$ 16,875.00	\$ 68.77	\$ 15,473.25
8	MoDOT Light Stone Revetment	SF	180	\$ 11.00	\$ 1,980.00	\$ 10.00	\$ 1,800.00	\$ 27.70	\$ 4,986.00
9	Traffic Control	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 3,000.00	\$ 3,000.00	\$ 8,337.60	\$ 8,337.60
10	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,529.30	\$ 15,529.30
11	Seeding - Cool Season Mixture	LS	1	\$ 4,250.00	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 9,347.68	\$ 9,347.68
12	Modular Block Retaining Wall	SF	140	\$ 60.00	\$ 8,400.00	\$ 55.00	\$ 7,700.00	\$ 248.28	\$ 34,759.20
13	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14					\$ -		\$ -		\$ -
15					\$ -		\$ -		\$ -
16					\$ -		\$ -		\$ -
17					\$ -		\$ -		\$ -
18					\$ -		\$ -		\$ -
19					\$ -		\$ -		\$ -
20					\$ -		\$ -		\$ -
21					\$ -		\$ -		\$ -
22					\$ -		\$ -		\$ -
23					\$ -		\$ -		\$ -
24					\$ -		\$ -		\$ -
25					\$ -		\$ -		\$ -
26					\$ -		\$ -		\$ -
27					\$ -		\$ -		\$ -
TOTAL BASE BID					\$ 149,411.00		\$ 208,375.00		\$ 185,771.41

Osage Beach 2023
Drainage Improvements

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Stockman Construction Corp.** a corporation of the State of Missouri 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, job special provisions, 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:

Osage Beach 2023 Drainage Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Hundred Nine Thousand Seven Hundred Sixty Five Dollars and Zero Cents (\$109765.00)** 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

Osage Beach 2023
Drainage Improvements

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

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Osage Beach 2023
Drainage Improvements

BID F

Stockman Construction
2021 Idlewood Rd
Jefferson City MO 65109

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

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

(See next page for Itemized Bid Form)

TOTAL BASE BID

\$ 109,765.-

IN WRITING: one hundred nine thousand seven hundred sixty five and no/100ths

Osage Beach 2023
Drainage Improvements

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

BASE BID

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	2013000	Clearing and Grubbing	AC	0.1	15000.-	1500.-
2	2038000	Earthwork	LS	1	12000.-	12000.-
3	7261024	24" Polypropylene Storm Sewer	LF	440	88.-	38720.-
4	7320624A	24" Concrete Flared End Section	EA	1	2000.-	2000.-
5	6143000	48" Diameter Concrete Manhole	EA	1	4200.-	4200.-
6	6143020	Curb Inlet - Osage Beach Standard	EA	3	4000.-	12000.-
7	6091012	Concrete Vertical Curb, 6"	LF	225	61.-	13725.-
8	6115010A	MoDOT Light Stone Revetment	SF	180	9.-	1620.-
9	6161000	Traffic Control	LS	1	1700.-	1700.-
10	6181000	Mobilization	LS	1	4000.-	4000.-
11	8051000A	Seeding - Cool Season Mixture	LS	1	2000.-	2000.-
12	JSP	Modular Block Retaining Wall	SF	140	45.-	6300.-
13		Force Account	LS	1	\$10,000.00	10000.-
					Total Base Bid	109,265.-

Osage Beach 2023
Drainage 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 9: Am this 14 day of 2, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable CC0649539

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.

Osage Beach 2023
Drainage 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:

Stockman Construction Corp.

Name of Corporation

By

Denice M. Burks President

Signature & Title

Denice M. Burks

Typed or Printed Name

ATTEST:

Darrell A. Kolb

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Darrell A. Kolb

Typed or Printed Name

Business Address of Bidder: _____

STOCKMAN CONST. CORP.

2021 IDLEWOOD RD.

JEFFERSON CITY, MO 65109

Telephone No.

573 635 1316

If Bidder is a Corporation, supply the following information:

State in which Incorporated: MO

Name and Address of its: President

Denice M. Burks

6722 Kolb Ln JC MO 65101

Secretary

Darrell A. Kolb

6616 Kolb Ln JC MO 65101

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Engineering Surveys & Services for Engineering Design and Construction Services related to the Hwy 42 Sidewalk Improvement Project for an amount not to exceed \$150,589.00. *First Reading*

Requested Action:

First Reading of Bill #23-13

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 -The timeline for this project has already been pushed back because of engineering neogiatiaions, so we would like to get this started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Streets/Roads
FY2023 Budgeted Amount: \$1,362,745.00
FY2023 Expenditures to Date (02/17/23): (\$ 0.00)
FY2023 Available: \$1,362,745.00

FY2023 Requested Amount: \$150,089.00

Department Comments and Recommendation:

These services were advertised in November of 2022 and Requests for Qualifications proposals were opened in December of 2022. The City received 5 proposals. Jeana and I scored them and I began negotiating with our top candidate immediately. Those negotiations took way longer than we anticipated, but we were finally able to reach an agreement with ES&S. ES&S was our second highest scored firm.

The City has never worked with this engineering firm before, but they are listed on MoDOT's on-call engineer list and I checked their references and found no problems. This was a challenging process because the engineering services required here do not match up with the original budget provided and approved by the board.

This sidewalk (0.85 miles in length) will have to cross a creek and the engineers will have to deal with a steep embankment right above Field 2 at Peanick Park and so much of the cost overage here is related to those challenges. Additionally, in the interest of safety for the children that will use this sidewalk, more safety measures are being put in place than you would normally see because this sidewalk will be adjacent to a highway instead of a city street.

Budget = 707,488.00 (\$100,000 is for engineering and the rest is for construction)
ES&S Engineering Cost = \$150,089.00

The City was awarded a TAP Grant for this project and the board approved the grant agreement with MoDOT last September that will pay us \$398,790.00 of the total cost of this project. The engineering services for this project are over budget by \$50,089.00, but because negotiations for this project took so long, it is no longer possible to do both engineering and construction all in 2023. Our goal is to have plans ready for bid by winter 2023 and then have a contractor in place to begin the work in the spring of 2024.

With construction no longer possible in 2023, a budget amendment is not necessary. Instead, the construction portion will be reestimated by ES&S when the design is complete later this year and we will budget accordingly for construction in 2024.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-13 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENGINEERING SURVEYS & SERVICES ENGINEERING FOR DESIGN AND CONSTRUCTION SERVICES FOR THE HIGHWAY 42 SIDEWALK IMPROVEMENT PROJECT FOR AN AMOUNT NOT EXCEED \$150,589.00.

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 Engineering Surveys & Services. 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 Fifty Thousand, Five Hundred Eighty-Nine Dollars. (\$150,589.00)

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. 23.13 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.13.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

SPONSOR: City of Osage Beach, Mo
LOCATION: City of Osage Beach, Miller County, Highway 42
PROJECT: Construct ADA Sidewalk between Columbia Ave and School of the Osage Dr.

THIS CONTRACT is between the City of Osage Beach, Missouri, hereinafter referred to as the "Local Agency", and Engineering Surveys & Services, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to improve Highway 42 by means of an ADA Sidewalk and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A for the Scope of Service specific to this project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on January 1, 2024
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current

version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$10,650, with a ceiling established for said design services in the amount of \$70,862, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 10,000, with a ceiling established for said inspection services in the amount of \$79,727, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 45.18 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 111.26 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: **Not Applicable**

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of March, 2023.

Executed by the City this _____ day of March, 2023.

FOR: CITY OF OSAGE BEACH, MISSOURI
1000 City Parkway
Osage Beach, MO 65056

BY: _____
MAYOR OF OSAGE BEACH

ATTEST: _____
Clerk

FOR: ENGINEERING SURVEYS & SERVICES, INC.
802 EL DORADO
JEFFERSON CITY, MO. 65101

BY: _____
PRESIDENT

ATTEST: _____

ATTACHMENT A

Scope of Services

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

Project Description

The project is general described as ADA compliant sidewalks along Highway 42 from Columbia Avenue to the School of the Osage Drive. The project purpose is to create a connection from the residential neighborhoods along Columbia Avenue to the School of the Osage Middle and Upper Elementary School as well as the High School, improving pedestrian safety through coordination with MoDOT, the City of Osage Beach and School of the Osage School District.

Scope of Work

The professional services will consist of engineering and design services including survey, pavement (shoulder) and ADA analysis; engineering analysis; plans, specifications and cost estimate, as well as other related studies and reports required for approval and permitting of the project. The construction documents shall be complete and fully integrated to allow for construction bidding in accordance with the MoDOT requirements. Engineering and design support services for bidding, construction and post-construction, are also proposed. A complete description of the Scope of Work and proposed deliverables is outlined below.

1. Preliminary Engineering

- 1.1. Review of existing information
 - 1.1.1. City-supplied data (see Section 7.1)
- 1.2. Assessment of Highway 42
 - 1.2.1. Existing Shoulder width and condition
 - 1.2.2. Existing drainage analysis
- 1.3. ADA Assessment
 - 1.3.1. Access across existing entrances.
 - 1.3.2. Existing access across cross roadways.
- 1.4. Meetings: Preliminary Design Phase
 - 1.4.1. Project Kickoff
 - 1.4.1.1. City of Osage Beach
 - 1.4.2. Existing utility providers
- 1.5. Submittals: Preliminary Engineering Phase
 - 1.5.1. Preliminary Design
 - 1.5.1.1. Preliminary plans
 - 1.5.1.2. Engineer's Opinion of Probable Construction Cost
 - 1.5.1.3. List of control points
 - 1.5.2. Permit Applications

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

1.5.2.1. Stormwater

1.5.3. Clearance Letters

1.5.3.1. MoDOT Request for Environmental Review

2. Stakeholder Management

2.1. Project- and/or Corridor-Specific Outreach (One meeting)

3. Design Support Services

3.1. Project Survey

3.1.1. Research of existing survey deeds and horizontal and vertical control points.

3.1.2. Locate MDNR monuments on project for horizontal and vertical control.

3.1.3. Recover and Locate Section Corners for project control and boundary surveys.

3.1.4. Set Project Horizontal and Vertical Control/Bench Marks.

3.1.5. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys.

3.1.6. Field locate and survey existing property corners.

3.1.7. Develop project property base map from information obtained in 3.1.1 to 3.2.1

3.1.8. Survey the proposed improvements at critical locations after preliminary design phase meeting

3.1.9. All utilities marked by the Missouri One Call system will be shown on the survey

3.1.10. Easement descriptions and display drawings

3.1.10.1. Legal descriptions for all necessary easements (permanent sewer, temporary construction, temporary access etc.)

3.1.11. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.

3.1.12. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not include locating private lines not marked by One-Call.

3.1.13. Develop project topographic base map from information obtained in 3.1.11 to 3.1.12.

3.2. Utility Coordination

3.2.1. Conflicts with existing utilities

4. Final Design

4.1. Evaluate possible pavement sections

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

- 4.2. Generate Plans Specifications and Cost Estimate as required for MoDOT LPA
- 4.3. Generate SWPPP and Temporary Traffic Control
- 4.4. Meetings
 - 4.4.1.1. 50% Review Meeting
 - 4.4.1.2. 90% review meeting
- 4.5. Submittals
 - 4.5.1. Construction Plans
 - 4.5.2. Bidding Documents

5. Bid Phase Services

- 5.1. Pre-bid meeting
- 5.2. Responses to bidder's inquiries
- 5.3. Preparation of addenda
- 5.4. Evaluation of bids and bidder qualifications
- 5.5. Construction-support services – includes review and appropriate action upon contractor submittals, shop drawings, proposed alternative products/materials for the purpose of checking conformance with contract documents.

6. Construction Phase Services

- 6.1. The scope of work for this project shall include construction observation and quality assurance testing. This shall include part- or full-time observation of construction activities and review of monthly estimates to ensure that the Contractor's work is in accordance with the contract documents.
 - 6.1.1. Construction materials testing
 - 6.1.2. Construction observations and maintenance of field diary
 - 6.1.3. Evaluation of pay estimates
 - 6.1.4. Evaluation of requests for information and change orders
 - 6.1.5. Provide As-Built plans

7. Owner Supplied Information

- 7.1. City of Osage Beach
 - 7.1.1. Existing plans and right-of-way for Business 50 West
 - 7.1.2. Available aerial mapping, contours, and sewer locations and plans from either City or County records

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

- 7.1.3. City standard technical specifications, general conditions/front end contract documents if different than MoDOT LPA documents
- 7.1.4. System maintenance records
- 7.1.5. Maintenance Records
- 7.1.6. Design criteria, if different than MoDOT LPA
- 7.1.7. Standard easement form
- 7.1.8. Title search if needed
 - 7.1.8.1.1. Property owner research information for each property
- 7.1.9. Existing subdivision plats, street plans, and Highway plans
- 7.1.10. Any additional requirements above MoDOT LPA requirements
- 7.1.11. Assistance with School District and City Park discussions

ATTACHMENT B
ESTIMATE OF COST

Design Phase

Payroll overhead	45.18% X Subtotal	\$ 28,252	\$ 12,764
General & Admin	111.26% X Subtotal	\$ 28,252	\$ 31,433
Fixed Fee			\$ 10,650
Total Labor, Overhead & Fixed Fee			\$ 65,856

Subcontract Pass-Through	Hours	Rate	Cost
			\$ -
Subtotal Direct Costs			<u>\$ 5,005</u>
Design Total			<u>\$ 70,862</u>

Attachment B
Estimate of Cost - TAP 9901 (529)

Construction Phase

			Hours	Rate	Cost
	Partner		16	\$ 67.30	\$ 1,077
	Engineer II		20	\$ 67.30	\$ 1,346
	Engineer I		72	\$ 46.75	\$ 3,366
	Sr Tech		120	\$ 37.00	\$ 4,440
	Sr Fld Tech		200	\$ 31.00	\$ 6,200
	Technician		150	\$ 21.60	\$ 3,240
				<u>Subtotal</u>	<u>\$ 19,669</u>
Payroll overhead	45.18% X Subtotal	\$	19,669		\$ 8,886
General & Admin	111.26% X Subtotal	\$	19,669		\$ 21,884
Fixed Fee					\$ 10,000
Total Labor, Overhead & Fixed Fee					<u>\$ 60,439</u>
Other Direct Costs	136 Trips	110 Miles		\$ 0.655 Rate	\$ 9,799
	Materials Lab Tests				\$ 9,490
Subtotal Direct Costs					<u>\$ 19,289</u>
Construction Phase Services Total					<u><u>\$ 79,727</u></u>

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15

Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant):

Project Owner (LPA):

Project Name:

Project Number:

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐

No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐

Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



November 25, 2022

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

**RE: Letter of Interest - Professional Engineering Services for
MO ROUTE 42 SIDEWALK ADDITION**
Columbia Avenue to School of the Osage Drive
Osage Beach, Missouri | TAP Project No.: 9901(529)

Dear Mr. Welty & Selection Committee:

As a professional services firm that has served central Missouri clients for nearly seven decades, *Engineering Surveys & Services* (ES&S) is pleased to express our interest to provide engineering design for the addition of ADA-compliant pedestrian facilities along MO Route 42, and the addition of an ADA-compliant crosswalk at the Ellsworth Drive intersection. We have assembled a team that will offer value to the City of Beach in the following ways:

- A design team that has recently delivered similar projects with many of the same features, relevant experience of our team in managing agency coordination with MoDOT, and assisting as requested to facilitate the *Local Public Agency* (LPA) process;
- Recent work on projects in Osage Beach involving coordination with the City and MoDOT, including design-support services for new sidewalk on Osage Beach Parkway;
- Strong mid-Missouri history, which allows the ES&S Team to offer familiarity with the area contracting community to enhance the climate for competitive bids from local contractors, and proximity, to be quite responsive to project needs.

The submittal that follows is a *Letter of Interest* (LOI) which offers a description of our team, the key people committed to deliver your project, and a brief summary of recent experience relevant to the desired improvements to improve mobility and accessibility along the corridor.

We will draw on our experienced, integrated project delivery team to provide a successful project outcome. As Project Manager, I will serve as the primary point of contact for initial negotiations of scope of services, administer the contract, assign resources, monitor progress of design activities, and take a "hands-on" role in design decisions and the development of project deliverables. Additional documentation of the firm's *E-Verify* compliance, as well as industry-standard insurance coverage for general and professional liability, will be provided upon request. Should you have questions regarding this LOI, please don't hesitate to contact me.

Best regards,

Christopher W. Yarnell, PE - Project Manager
cyarnell@ess-inc.com

GENERAL EXPERIENCE OF FIRM

ES&S has delivered solutions for the built-environment of mid-Missouri since its founding in 1954, serving both public agencies and the private sector. Today, ES&S offers civil engineering for the planning and design of civil infrastructure in the transportation and water industries; site preparation for vertical construction; full-service land surveying including 3D scanning and unmanned aircraft systems (UAS) data collection, geotechnical engineering, materials testing, and construction observation services.

EXPERIENCE & TECHNICAL COMPETENCE

ES&S has provided survey and engineering design services for many years in compliance with MoDOT's *Engineering Policy Guide* for local public agencies (LPAs), quasi-governmental agencies (TDDs, CIDs, etc.), and directly for MoDOT Central District. We have a history of delivering high-quality, constructible, preliminary and final design plans for a variety of

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



transportation system improvements for our clients. We believe that ES&S' primary focus on the planning, design, and construction-support of civil-municipal infrastructure and site development projects provides value to our clients to deliver such assignments in a comprehensive, efficient, and cost-effective manner.

CAPACITY & CAPABILITY

ES&S is a mid-sized, central Missouri business enterprise and, as such, prides itself in being accessible to our clients both large and small, working hard to be both available and responsive when our clients need us. Though not large in number (a staff of approximately fifty firmwide), the relatively narrow focus on our core services offers a surprising depth of civil engineering, design-support, and construction-support capacity. In total, ES&S employees 15 engineers, most licensed professionals; three professional land surveyors, and one registered geologist. In addition, we have a broad range of engineering, surveying and construction technicians that provide design drafting, allow us to stand-up multiple survey crews, and materials testing/field observation capabilities and capacity to serve clients on a variety of design and construction assignments.

QUALIFICATIONS OF PERSONNEL ASSIGNED

We propose **Chris Yarnell, PE**, as Project Manager for this assignment. Joining ES&S in 2013, Chris offers the City a unique combination of past regional experience in the public sector (Public Works Director – Cole County) and as a construction contractor (Jefferson Asphalt). Chris has managed a variety of civil infrastructure projects that reflect his abilities and familiarity with elements outlined in the City's RFQ, for example:



- **Business Route 50 West Improvements - City of St. Martins (2020):** Upgrade to 1-mile corridor through St. Martins; resurfacing, bike/ped accessibility and various ADA-compliance upgrades; new crosswalk & rectangular rapid-flashing beacon (RRFB) at the school adjacent to the corridor.
- **Trail Connection Project, Phase I - City of Holts Summit (2015):** 4000-LF of mixed-use, ADA-compliant trail (concrete & compacted aggregate).
- **Crossroads Subdivision Street & Storm Drainage Improvements - Cole County, MO (2018):** Upgrades to an undersized storm drainage system and 1.6-miles of street drainage and geometric upgrades.



Ross Epple, EI, will assist Chris as a project engineer. Ross joined ES&S in 2019 and has gained experience across the spectrum of site design assignments, starting with planning the layout of facilities and infrastructure for multifamily housing and commercial developments. Tasks included grading and drainage plans, access drive and roadway extension design, planning and design of parking facilities, coordination and design of utility extensions, navigating local & state permitting requirements, and development of cost opinions. Ross has also been introduced to the oversight of subsurface investigations and report preparation to support site design of new facilities, and the quality assurance activities during construction. Most relevant is Ross' role as project engineer assisting Chris with the *Business Route 50 West Improvements* project in St. Martins.

Construction-support services required as part of our assigned responsibilities for this project will be managed by **Josh Lehmen, PE**. Josh oversees the firm's geotechnical engineering practice. His group is also responsible for quality assurance services relative to construction materials, mix design and pavement management consulting, onsite observation of mass grading operations, and quality management services for field observation and documentation of construction.



PROXIMITY & FAMILIARITY

As noted above, proposed Project Manager Chris Yarnell, has been intimately involved in transportation planning and design in the region for decades. He and the members of the ES&S Team completed similar ADA-compliant pedestrian improvements for the City of Holts Summit for the *Hibernia Station/Greenway Park Trail Connection*, a 4000-LF sidewalk/trail connector which ran several hundred feet the Summit Drive (Old Hwy 54) corridor South Summit Drive, across from North Elementary School. ES&S also provided topographic survey and geotechnical engineering to support

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



the design of new sidewalk along Osage Beach Parkway, from Barry Prewitt Memorial Drive to Mace Road. We also provided site design for two school projects for the Camdenton R-III School District, one of those being the new Osage Beach Elementary. **For this assignment, our locations in Jefferson City and Columbia, each with active materials labs and staff, will allow us to be highly responsive to all project needs.**

PAST RECORD OF PERFORMANCE

BUSINESS ROUTE 50 PAVEMENT & MULTI-MODAL IMPROV. – ST. MARTINS, MO

Owner:

City of St. Martins

Owner POC:

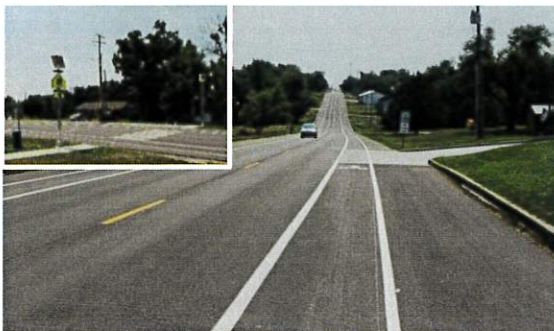
Mr. Doug Reece, City Administrator | (573)-230-9105

Project Cost, Total:

\$ 890,000

Year Complete:

2020



ES&S provided design services for improvements to approximately 1-mile of Business 50 West through the City of St. Martins from Route T to Carel Road. Improvements included roadway resurfacing, addition of shared-use bicycle lanes in both directions, improvements to pedestrian accessibility through the MO Route T intersection, and addition of a crosswalk and rectangular rapid-flashing beacon (RRFB) near the school, and various ADA-compliant upgrades. Services included topographic survey, pavement specifications, side-road drainage, a signing and striping plan, coordination with MoDOT LPA program, and stakeholder communication. The project is funded through MoDOT's *Transportation Alternatives Program*. [TAP 9901 (515)]

MAIN STREET ACCESSIBILITY IMPROVEMENTS, PHASE I – MONROE CITY, MO

Owner:

City of Monroe City

Owner POC:

Mr. Kevin O'Bryan, Street Department Manager |
(573) 735-4585

Project Cost, Total:

\$ 333,000

Year Complete:

2020



ES&S provided planning and design services for improvements to the pedestrian accessible route (PAR) on 1650-LF of Main Street (US Route 24) through downtown Monroe City. The project is in conjunction with a programmed resurfacing project by MoDOT's Northeast District, prompting upgrades to comply with the Americans with Disabilities Act (ADA). Initial tasks included detailed surveys of the existing sidewalks and intersection ramp locations in order to determine the existing sidewalk that met ADA criteria or could be brought into compliance with minor maintenance or rehabilitation efforts. Final design required replacement of approx. 65% of the existing sidewalk and (re)construction of sidewalk ramps at five intersections, and a storm drainage upgrade on the south end of the corridor to alleviate a chronic erosion and sediment issue due to the flat terrain.

US Route 24 is an early segment of the nation's primary highway and as is typical of such corridors, the road right-of-way is owned by the City, and a maintenance agreement with MoDOT covers cost of resurfacing the two vehicle through-lanes. Adjacent parallel parking spaces on the corridor are therefore the City's responsibility to resurface, so the design accounted for the cost split between the two agencies. The project was funded through MoDOT's *Transportation Alternatives Program* [TAP 9900 (389)]. ES&S assisted the City with the TAP application, including phasing of the corridor improvements to "right-size" the grant request.

ROUTES B/763 PAVEMENT RESURF. & ADA IMPROV. – BOONE COUNTY, MO

Owner:

MoDOT – Central District

Owner POC:

Ms. Susan Ivy, Project Designer | (573)
526-6996

Project Cost, Total:

Route B: \$ 1,695,000

Route 763: \$ 1,950,000

Year Complete:

Route B: 2018

Route 763: 2019

ES&S is providing design services and preparation of construction documents for MoDOT's Central District for a pavement resurfacing on 4.4-miles of MO Route B and 2.0-miles of MO Route 763 (College Ave.) in Columbia. This alteration requires upgrade of the accessible features along the corridor to meet ADA requirements. Project design resulted in the evaluation, modification and reconstruction of approximately 200 sidewalk ramps and up to 50-percent of the existing sidewalk. [Job No. J553159/J553155]

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



Route B (Paris Road)



Route 763 (College Avenue)

DOWNTOWN REVITALIZATION PROJECT, PHASE IV – WARRENSBURG, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Warrensburg	Mr. William Graves, Senior Project Manager (660) 747-8927	\$ 772,000	2019



This project is a continuation of an initiative to improve the connection between the downtown central business district (CBD) with the University of Central Missouri (UCM). It incorporates infrastructure upgrades from earlier project phases that provide a consistent and more attractive look through the CBD on the Holden Street corridor. The Phase IV project limits included resurfacing from the Union Pacific RR to Grover Street, then continuing as a full roadway reconstruction to South Street. Design also included the reconstruction of ADA-compliant sidewalks and ramps, addition of bike lanes, aesthetic streetscape and hardscape features (brick borders, historic lighting & signage, retaining walls), and public involvement assistance.

ES&S also designed utility relocations, including facilitation of undergrounding electrical T&D lines by subconsultant (POWER Engineers). The project was jointly funded by the City and MoDOT [STP-6300(407)].

CONCORDIA ENTRANCE IMPROVEMENTS, PHASE I – CONCORDIA, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Concordia	Mr. Dale Klussman, City Administrator (660) 463-2228	\$ 210,600	2017



ES&S provided preliminary design, ROW plans, and preparation of construction documents for Phase I of this project. This included a sidewalk connection along the west side of MO Route 23 for approx. 1130-LF, from NW 4th Street, south under the east & west bound lanes of I-70, terminating on the south side of NW 2nd Street, including a pedestrian crosswalk to the east side of Route 23. Features included a retaining wall with recessed lighting on the abutment side of the bridge columns, modification to existing enclosed drainage and inlets, signage, and curb/gutter.

MoDOT relocated the I-70 guide signs as part of a separate project. Per MoDOT LPA program guidance, ES&S also provided certain construction-support services during concrete pours and other critical construction activities. [TAP-3301(500)]

TRAIL CONNECTION PROJECT, PHASE I – HOLTS SUMMIT, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Holts Summit	Mr. Mark Tate, Street Superintendent (573) 896-5600	\$ 125,000	2015

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach

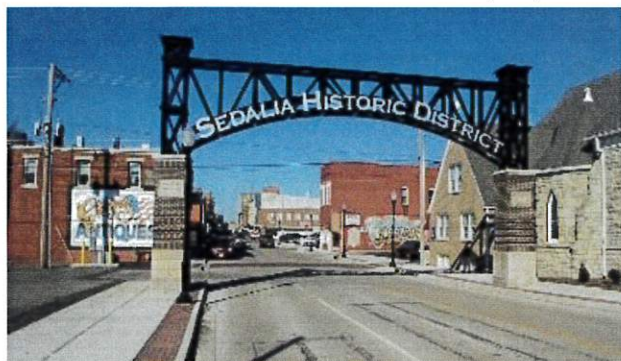


ES&S provided full design services for a 4000-LF, five-foot wide recreational trail connecting two established park facilities in Holts Summit. Hibernia Station Park is an ADA-compliant playground and trail loop, drawing access-challenged users throughout southern Callaway County. The connecting trail's western terminus is Greenway Park, a 50-acre facility with recreational fields, picnic area, and a lake surrounded by a nature trail. The trail is a combination of concrete and compacted-aggregate surface. Accessibility issues are important as the new facilities serves both the nearby North Elementary School, as well as serving the region as a connection to both ADA-compliant parks in Holts Summit. Other features include various fitness stations along the trail, as well as coordination with City partners such as the Jefferson City Public Schools (easement donation), YMCA (donation of

fitness equipment) and the Holts Summit Community Betterment Association (donation of labor and materials during construction). ES&S will also provide construction-phase and materials testing services. The project was funded with a \$100,000 Recreational Trails Program (RTP) grant from the Missouri Department of Natural Resources (MDNR).

DOWNTOWN STREETSCAPE IMPROVEMENTS, PHASE IIIA – SEDALIA, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Sedalia, Public Works Department	Ms. Devin Lake, Chief Building Official (660) 827-3000	\$ 720,000	2015



Project was a continuation of the City's major Downtown Streetscape initiative, providing infrastructure and aesthetic upgrades along Ohio Street in the historic downtown district. Services included civil design and construction-support services for slightly more than one city block of total street & sidewalk reconstruction immediately north of Broadway Blvd (US Rte 50). MoDOT coordination was needed for improvements made in the ROW adjacent to the signalized intersection at Ohio St/50 Hwy., including ADA upgrades, aesthetic brick pavers at crosswalks and as edge treatments along sidewalks, historic lighting fixtures, and a new "downtown gateway" feature (designed by OH&H). [STP-5700 (509)]

SITE DEVELOPMENT FOR 2 ELEMENTARY SCHOOLS – OSAGE BEACH/SUNRISE BEACH, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
Camdenton R-III School District	Dr. Sean Kirksey, Superintendent (573) 346-9257	\$ 26,000,000 (both projects)	2015



ES&S provided full civil site design services for the building of two significant elementary school projects for the Camdenton District. Osage Beach Elementary School is a new 83,000 square foot campus in Osage Beach, Missouri. Civil design features included site layout, grading, drainage, erosion and sediment control, detention, on-site and off-site utilities, and a sanitary sewage lift station and force main.

The existing Hurricane Deck Elementary School, in Sunrise Beach, Missouri, completed a 58,000-sf addition. ES&S provided full civil site design services for this expansion. Services included first assisting with conceptual site plans for the layout of the new parking areas. Site design services included grading, drainage, erosion and sediment control, on-site utilities, new and improved parking areas, and site layout of building, parking lots and existing school playground. Both projects also involved significant coordination among various local and state government agencies. *ES&S was a subconsultant to the prime architect, ACI Boland, for both projects.*

ES&S looks forward to the Selection Committee's consideration of this LOI submittal and the opportunity to serve the City of Osage Beach on this pedestrian improvement project.

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 23-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an agreement with Axon Enterprise, Inc. for the purchase and supportive services of Fleet 3 In-Car Cameras, Necessary Equipment, and Software Licenses through Sourcwell Contract #010720-AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5 year period. *First Reading*

Requested Action:

First Reading of Bill #23-14

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 - Quote is good through March 31, 2023. The tentative delivery date for these items is currently January 2024.

Budgeted Item:

No - This is not a budgeted item for FY2023. If approved, financial effects will be in FY2024.

Budget Line Information (if applicable):

Not Applicable in FY2023.

Department Comments and Recommendation:

This is a request for the purchase of fourteen (14) Fleet 3 in-car video systems and the necessary equipment and software required to operate them to replace the current in-car video systems. The Police Department's current in-car video systems were purchased in 2016 and are currently experiencing failures with body-worn mics and other components of the system. The current server has reached its end of life and needs to be replaced. The most recent asset plan shows that we are scheduled to begin replacement of the in-car systems beginning in 2024.

The IT Department has budgeted (\$22,122) to replace a server and purchase a service agreement for current in-car camera systems this year. However, after lengthy discussions, it is our recommendation to not complete the server upgrade and maintenance agreement this year, roll savings over to FY2024, and earmark them towards the replacement of the in-car systems.

5-year lease purchase program for hardware, software, and services = \$163,380 / \$32,676 annually. If this request is approved and the contract is signed, we do not anticipate receiving the equipment until January of 2024 due to the current supply chain issues and demand for the axon systems nationwide; therefore, affecting FY2024 - FY2028 financially.

Currently we are operating on two different types of software. One for the in-car cameras and one for body-worn cameras. The In-car camera videos are stored here locally on a server along with the software. The body-worn cameras utilize cloud storage.

By going with the AxonFleet 3, it works together with our Axon Body Worn Cameras and both cameras will utilize [Evidence.com](https://evidence.com) as the software. All video will be stored in the cloud, which reduces our IT Departments' work load and the cost of replacing a server and the additional maintenance agreement.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-14 is in correct form.

City Administrator Comments:

This is an opportunity to streamline and upgrade technology ahead of schedule for the Police Department, get the upgrades on order for next year, and to avoid server expansion scheduled for this year for the current system in operation, as outlined above. I concur with the department's recommendation. Upon the end of five years, further upgrades will be available.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE AND SUPPORTIVE SERVICES OF FLEET 3 IN-CAR CAMERAS, NECESSARY EQUIPMENT, AND SOFTWARE LICENSES THROUGH SOURCEWELL CONTRACT #010720-AXN, A COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT NOT TO EXCEED \$163,380.00 COVERING A FIVE (5) YEAR PERIOD.

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

Section 1. The Board of Aldermen authorizes the City Administrator to execute on behalf of the City a contract with Axon Enterprise, INC. 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 Sixty-Three Thousand, Three Hundred Eighty Dollars. (\$163,380.00)

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. 23.14, was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.14.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Osage Beach Department of Public Safety - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-451739-44950.762JK

Issued: 01/24/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 316538

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1000 City Pkwy 1000 City Pkwy Osage Beach, MO 65065-3058 USA	Osage Beach Department of Public Safety - MO 1000 City Pkwy Osage Beach, MO 65065-3058 USA Email: 43-0887515

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Todd Davis Phone: Email: tdavis@osagebach.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$163,380.00
ESTIMATED TOTAL W/ TAX	\$163,380.00

Discount Summary

Average Savings Per Year	\$2,968.56
TOTAL SAVINGS	\$14,842.80

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$32,676.00	\$0.00	\$32,676.00
Jan 2025	\$32,676.00	\$0.00	\$32,676.00
Jan 2026	\$32,676.00	\$0.00	\$32,676.00
Jan 2027	\$32,676.00	\$0.00	\$32,676.00
Jan 2028	\$32,676.00	\$0.00	\$32,676.00
Total	\$163,380.00	\$0.00	\$163,380.00

Quote Unbundled Price:	\$178,222.80
Quote List Price:	\$171,981.60
Quote Subtotal:	\$163,380.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	14	60	\$212.17	\$204.74	\$194.50	\$163,380.00	\$0.00	\$163,380.00
Total							\$163,380.00	\$0.00	\$163,380.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	14	01/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	14	01/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	14	01/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	14	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	14	02/01/2024	01/31/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	28	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	14

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	14	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00
Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00
Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00
Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00
Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/24/2023



City of Osage Beach
Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:

Resolution 2023-01 - A resolution of the City of Osage Beach, Missouri, referring the proposed Oasis at Lakeport Tax Increment Financing Application under the Real Property Tax Increment Allocation Redevelopment Act to the Tax Increment Financing Commission for a Public Hearing.

Requested Action:

Resolution #2023-01

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. Section 135, the Board of Aldermen authorizes the TIF Commission of the powers delegable under the Real Property Tax Increment Allocation Redevelopment Act, RSMo Section 99.820.

Deadline for Action:

Yes - notice of Public Hearing of not less than 45 days before the a public hearing before the TIF Commission, scheduled for Monday- April 17, 2023.

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, Resolution 2023-010 is in correct form.

City Administrator Comments:

City staff, legal and financial consultants have received and reviewed the application and plan documents, which include the Tax Increment Financing Redevelopment Plan,

Cost-Benefit Analysis, and Qualification Study, for Lakeport Village. Document drafts are enclosed. It has been determined that submitted documents are substantially completed for the Board of Aldermen to consider referring the proposed Oasis at Lakeport Tax Increment Financing project to the TIF Commission for a Public Hearing and commission consideration.

If Resolution 2023-01 is approved, the Notice of Public Hearing before the TIF Commission, and other applicable documentation, will be published appropriately following said approval. The TIF Commission Public Hearing is tentatively scheduled for Monday, April 17, 2023, at Osage Beach City Hall, 6 PM.

An additional TIF Commission meeting will be held prior to the Public Hearing in April, and is tentatively scheduled for Monday, March 27, 2023, at Osage Beach City Hall, 6 PM. The purpose of the March meeting is to provide the TIF Commission with details on the TIF process and will include project details presented by the developer, and statements from City staff and consultants.

Per the City's Tax Increment Financing guidelines, staff recommends the Oasis at Lakeport Tax Increment Financing project be referred to the TIF Commission.



Lakeport Village Tax Increment Financing Redevelopment Plan

**Presented to the Tax Increment Financing Commission
of the City of Osage Beach, Missouri
on _____, 2023**

Prepared by:



1.0 Introduction

- 1.1 Purpose of Redevelopment Plan.** The purpose of this Redevelopment Plan is to describe the parameters for the use of tax increment financing in connection with the redevelopment of approximately twenty-four (24) acres located at the northeast corner of Jefferies Road and U.S. Route 54 (as more fully described in **Appendix 1**, the “Redevelopment Area”) in the City of Osage Beach, Missouri (the “City”).

Tegethoff Development, LLC (together with its affiliates, including Lakeport Village LLC, the “Developer”) has proposed using tax increment financing to fund a portion of the costs associated with redeveloping the parcels into a family-friendly resort and entertainment district (as more fully described herein, the “Redevelopment Project”).

- 1.2 Tax Increment Financing.** The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”), permits municipalities to use tax increment financing (“TIF”) to fund certain eligible redevelopment project costs.

The theory of tax increment financing is that, by encouraging redevelopment projects, the value of real property in a redevelopment area should increase. When a TIF redevelopment plan is adopted, the assessed value of real property in the redevelopment area is frozen for tax purposes at the level prior to construction of improvements. The owner of the property continues to pay property taxes at this base level. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment area to the increase in assessed valuation of the improved property over the base level, a “tax increment” is produced. The tax increments, referred to as “payments in lieu of taxes” or “PILOTs,” are paid by the owner of the property in the same manner and at the same time as regular property taxes. The PILOTs are transferred by the county collector to the city and deposited in a special allocation fund. In addition, local taxing districts transfer 50% of certain incremental “economic activity taxes” or “EATs” (i.e., sales taxes) to the city for deposit into the special allocation fund. The money deposited into the special allocation fund can then be used to pay redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

The net effect of tax increment financing is to redirect a portion of property and sales taxes generated from the completed redevelopment project to repay a portion of the redevelopment costs. In this manner, future tax increases are not abated, but, rather, are used to fund costs of the project.

In accordance with the TIF Act, the City has established the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “TIF Commission”). The TIF Commission’s role is to review this Redevelopment Plan, hold a public hearing to solicit public comment, and, ultimately, recommend to the Board of Aldermen whether to approve this Redevelopment Plan and implement TIF. Following the TIF Commission’s recommendation (either in favor or in opposition), the Board of Aldermen may implement TIF by adopting an ordinance making the findings required by the TIF Act (which are further described in this Redevelopment Plan), designating the proposed “Redevelopment Area,” and approving this Redevelopment Plan and the “Redevelopment Project” described herein.

The TIF Act also requires the preparation of a cost-benefit analysis showing the economic impact of this Redevelopment Plan on each taxing district that is at least partially within the boundaries of the Redevelopment Area. The cost-benefit analysis is a separate document that has been provided to the TIF Commission.

- 1.3 The Redevelopment Area.** A map and legal description of the Redevelopment Area are attached as **Appendix 1**. The parcels and subparcels included in the Redevelopment Area are listed on **Appendix 2**.
- 1.4 Blighted Area Finding.** Among other required findings, TIF may only be implemented if the Board of Aldermen finds that:

The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a study prepared by a land use planner, urban planner, licensed architect, licensed commercial real estate appraiser, or licensed attorney, which includes a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met (Section 99.810.1(1) of the TIF Act).

Attached as **Appendix 3** is a study (the “Blight Study”) prepared by PGAV Planners, a consulting firm specializing in land use and urban planning, finding that the existing conditions within the Redevelopment Area meet the requirements of a “blighted area,” as defined in Section 99.805(1) of the TIF Act.

Attached as **Appendix 4** is an affidavit meeting the requirements of Section 99.810.1(1) of the TIF Act signed by a representative of the Developer.

- 1.5 The Redevelopment Project.** The Redevelopment Project consists of the construction of a family-friendly resort and entertainment district. This resort and entertainment district is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses. If this Redevelopment Plan is approved, the Developer expects to commence construction of the Redevelopment Project in mid-2023, with completion of initial amusement and entertainment uses estimated to be in in 2024 and completion of the hotel and waterpark estimated to be in in 2026. An estimated construction schedule is attached as **Appendix 5**, which schedule is subject to change and modification as the Redevelopment Project moves from concept to reality.

A detailed site plan depicting the proposed Redevelopment Project is attached as **Appendix 6**. However, the final size and specific uses within the resort and entertainment district may change as the Redevelopment Project evolves from concept to reality and as the Redevelopment Project evolves depending on market conditions, tenant requirements, and other factors. This Redevelopment Plan is not intended to require that the Redevelopment Project be developed in strict conformity with the detailed site plan attached as **Appendix 6** so long as the Developer complies with all generally applicable land use regulations of the City regarding zoning and site plan approvals and the Redevelopment Project that is ultimately constructed includes hotel, amusement, entertainment and retail uses of a similar nature to the concepts described above. Notwithstanding the foregoing, in accordance with the TIF Act, any changes to the Redevelopment Project after approval of this Redevelopment Plan that (1) alter the exterior boundaries of the Redevelopment Area, (2) affect the general land uses described in this Redevelopment Plan or (3) change the nature of the Redevelopment Project will require a formal amendment to the Redevelopment Plan after a public hearing and review by the TIF Commission.

No involuntary relocations are expected to occur as a result of the Redevelopment Project. However, in accordance with Missouri law, this Redevelopment Plan includes a relocation policy, attached as **Appendix 7**, requiring that certain minimum benefits be provided to any residents and businesses that are relocated as a result of the Redevelopment Project.

2.0 Required Redevelopment Plan Components

2.1 Redevelopment Program and Objectives. Implementation of the Redevelopment Project is intended to (a) remediate the conditions that cause the Redevelopment Area to be a Blighted Area, (b) create a sustainable and economically feasible project that will increase the tax base of the City and other taxing districts by attracting numerous visitors to the Lake of the Ozarks area, and (c) enhance the image of the City as a premier tourist destination.

2.2 Estimated Redevelopment Project Costs. The Redevelopment Project is estimated to cost approximately \$356,950,000, as delineated below:

Cost Description	Estimated Cost
Entertainment and Restaurants	\$ 99,950,000
Parking	35,000,000
Outdoor Attractions & Related Uses	42,000,000
Hotel	180,000,000
Total	\$ 356,950,000

2.3 Anticipated Sources of Funds to Pay Costs. It is anticipated that the costs of completing the Redevelopment Project will be paid through a combination of TIF funding, including State Supplemental TIF funding ("Super TIF"), investor equity, private financing, a 1% community improvement district ("CID") sales tax, a 1% transportation development district ("TDD") sales tax and CID and TDD special assessments. TIF funding, excluding Super TIF, available under this Redevelopment Plan to pay Redevelopment Project costs will not exceed [*\$51,886,524*] plus interest (however, the principal amount of any notes, bonds or other obligations secured by TIF revenues, if any, may exceed [*\$51,886,524*] to the extent necessary to fund costs associated with issuing the notes, bonds or other obligations, including, without limitation, attorney fees, bank and underwriter fees, and capitalized interest). Notwithstanding the foregoing, the maximum TIF funding, excluding Super TIF, available under this Redevelopment Plan will be reduced to [*\$42,309,795*] if the CID and TDD sales taxes are not imposed and subjected to tax increment financing.¹

Super TIF is available under Section 99.845 of the TIF Act and allows for the use of "new state revenues" attributable to the incremental increase in state sales taxes or state income taxes generated from the Redevelopment

¹ As noted in Section 1.2 above, 50% of most local sales taxes are subject to deposit in the City's special allocation fund through tax increment financing. If 50% of the CID and TDD sales tax revenues are not deposited into the City's special allocation fund, then there will be less revenues available for TIF funding, which, in turn decreases the amount of TIF funding that can be supported by the Redevelopment Project.

Area to be made available to pay Redevelopment Project costs. The Redevelopment Project, by creating a new tourism destination and increasing out-of-state visitors to Missouri, is expected to result in a significant amount of new state revenues from the state sales tax. If this Redevelopment Plan is approved, the City intends to apply to the Missouri Department of Economic Development for Super TIF Funding in the maximum amount of [*\$10,896,473*], which amount is supported by the estimated new state revenues expected to be generated from incremental state sales tax revenues within the Redevelopment Area. The Super TIF amount of [*\$10,896,473*] is in addition to the other TIF funding described above.

As described in the Cost-Benefit Analysis prepared in connection with this Redevelopment Plan, the Developer expects to use CID and TDD sales tax and special assessment revenues that are not subject to tax increment financing to pay redevelopment project costs in addition to those costs funded or financed with TIF funding. The CID and TDD sales tax and special assessment revenues that are not subject to tax increment financing are expected to fund [*\$15,685,548*] of CID-eligible and TDD-eligible Redevelopment Project costs.

- 2.4 Anticipated Type and Term of Obligations to be Issued.** The City and the Developer will enter into a redevelopment agreement (the “Redevelopment Agreement”) providing for the terms upon which TIF assistance will be provided. It is expected that the Redevelopment Agreement will permit TIF revenues to be paid to the Developer or its designee for reimbursement of eligible Redevelopment Project costs in installments as TIF revenues are generated and/or provide for the issuance of notes or bonds secured by TIF revenues to fund eligible Redevelopment Project costs (the “TIF Obligations”). The TIF Obligations may be issued by the City or its designee, such as an industrial development authority, and may be secured by both local TIF revenues and Super TIF.

Regardless of whether reimbursement to the Developer or its designee is provided directly under the Redevelopment Agreement or through the issuance of TIF Obligations, the City’s obligation to pay TIF revenues to the Developer under the Redevelopment Agreement or to a holder of TIF Obligations will not, in accordance with Section 99.810 of the TIF Act, extend beyond the date that is 23 years from the passage of the ordinance approving the Redevelopment Project. The terms of the CID and the TDD, however, may exceed the term of the TIF in accordance with Missouri law.

2.5 Anticipated Type and Term of Sources to Pay Costs. The Developer will be expected to use equity and/or obtain private financing to provide initial funding for all Redevelopment Project costs, subject to reimbursement for eligible expenditures from:

A. TIF revenues (either from direct payments made pursuant to the Redevelopment Agreement or from the proceeds of TIF Obligations);

B. Super TIF revenues (either from direct payments made to the Developer or from the proceeds of TIF Obligations);

C. CID revenues (either from direct payments made to the Developer or from the proceeds of notes, bonds, or other obligations issued by the CID or its designee); and

D. TDD revenues (either from direct payments made to the Developer or from the proceeds of notes, bonds, or other obligations issued by the TDD or its designee).

The Developer's private financing is expected to be at market rates and terms. The City will not provide any loan guarantees or other credit enhancements to the Developer. However, the Developer's interest in the Redevelopment Agreement and any notes, bonds or other obligations issued by the City, TDD, CID, or their respective designees may be pledged as collateral in connection with obtaining private financing.

2.6 Evidence of Commitment to Finance Project Costs. A letter from The Bank of Washington is attached as **Appendix 8**, describing the bank's commitment to finance a portion of the Redevelopment Project costs.

2.7 Most Recent Equalized Assessed Value. The most recent equalized assessed value of the Redevelopment Area is \$927,930.

2.8 Estimated Equalized Assessed Value after Redevelopment. After completion of the Redevelopment Project, the equalized assessed value of the Redevelopment Area is expected to be approximately \$76,572,000.

2.9 General Land Uses to Apply in the Redevelopment Area. All parcels located within the Redevelopment Area are currently zoned C-1. However, City staff have recommended that the Developer pursue an E-3 Entertainment Overlay zoning change to better conform the proposed Redevelopment Project to the City's zoning regulations.

As noted in **Section 1.5**, following completion of the Redevelopment Project, the Redevelopment Area will be used as a family-friendly resort and entertainment district consisting of hospitality, restaurant, retail and

recreational spaces. These uses (1) are consistent with the City's Future Land Use Map, which specifies commercial use for the Redevelopment Area and (2) will support the tourism efforts in the Lake of the Ozarks region, which is the number one goal described in the City's Comprehensive Plan.

As required by Section 99.810.1(6) of the TIF Act, the Redevelopment Project does not include initial development or redevelopment of any gambling establishment.

3.0 Required Findings

Section 99.810 of the TIF Act provides that the Board of Aldermen cannot approve a redevelopment plan without making certain findings. These findings, and the support for such findings, are listed below:

- Finding #1: "The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a study prepared by a land use planner, urban planner, licensed architect, licensed commercial real estate appraiser, or licensed attorney, which includes a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met."
 - *PGAV Planners, a consulting firm specializing in land use and urban planning, prepared the study attached as **Appendix 3**, which finds that the Redevelopment Area meets the requirements of a "Blighted Area," as defined in the TIF Act. The Developer has provided an affidavit, attached as **Appendix 4**, satisfying the other requirements of this finding.*
- Finding #2: "The redevelopment plan conforms to the comprehensive plan for the development of the municipality as a whole."
 - *As noted in **Section 2.9**, this Redevelopment Plan and the Redevelopment Project described herein will support the tourism efforts in the Lake of the Ozarks region, which is the number one goal described in the City's Comprehensive Plan. Moreover, the City's Future Land Use Map indicates commercial use for the Redevelopment Area. A family-friendly resort and entertainment district is a commercial use.*
- Finding #3: "The estimated dates, which shall not be more than twenty-three years from the adoption of the ordinance approving a redevelopment project within a redevelopment area, of completion of any redevelopment project and retirement

of obligations incurred to finance redevelopment project costs have been stated, provided that no ordinance approving a redevelopment project shall be adopted later than ten years from the adoption of the ordinance approving the redevelopment plan under which such project is authorized and provided that no property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving such redevelopment project.”

- **Section 1.5** states that construction of the Redevelopment Project is expected to be completed by the beginning of 2026. **Section 2.4** states that the City’s obligation to pay TIF revenues to the Developer under the Redevelopment Agreement or to a holder of notes or bonds will not, in accordance with Section 99.810 of the TIF Act, extend beyond the date that is 23 years from the passage of the ordinance approving the Redevelopment Project. Accordingly, all notes or bonds secured by TIF revenues will be retired by such date.
- Finding #4: “A plan has been developed for relocation assistance for businesses and residences.”
 - A relocation policy is attached as **Appendix 7** to this Redevelopment Plan.
- Finding #5: “A cost-benefit analysis showing the economic impact of the plan on each taxing district which is at least partially within the boundaries of the redevelopment area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the redevelopment plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in section 99.820 to evaluate whether the project as proposed is financially feasible.”
 - As noted in **Section 1.2**, a cost-benefit analysis meeting these requirements has been provided to the TIF Commission.
- Finding #6: “A finding that the plan does not include the initial development or redevelopment of any gambling establishment, provided however, that this subdivision shall be applicable only to a redevelopment plan adopted for a redevelopment area designated by ordinance after December 23, 1997.”
 - As noted in **Section 2.9**, the Redevelopment Area will be used as a family-oriented entertainment district consisting of hospitality, restaurant, retail and recreational spaces and will not include the initial development or redevelopment of any gambling establishment.

* * *

APPENDIX 1

MAP AND LEGAL DESCRIPTION OF REDEVELOPMENT AREA



Oasis at Lakeport – Legal Description

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the

Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees, 34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East,

10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence

South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

APPENDIX 2

PARCELS AND SUBPARCELS IN REDEVELOPMENT AREA²

LAKEPORT VILLAGE - PARCEL EQUALIZED ASSESSED VALUES			
Parcel ID Number	Assessed Values		
	2022	2021	2020
08-1-0-11.0-000.0-011-003.000	\$ 320.00	\$ 320.00	\$ 320.00
08-1-0-11.0-000.0-001-022.000	\$ 128,740.00	\$ 128,740.00	\$ 128,740.00
08-1-0-11.0-000.0-001-024.000	\$ 37,990.00	\$ 37,990.00	\$ 37,990.00
08-1-0-11.0-000.0-001-026.000	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
08-1-0-11.0-000.0-001-029.000	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00
08-1-0-11.0-000.0-001-030.000	\$ 11,210.00	\$ 11,210.00	\$ 11,210.00
08-1-0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1-0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-032.000	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-033.000	\$ 276,990.00	\$ 276,990.00	\$ 276,990.00
08-1-0-11.0-000.0-001-035.000	\$ 64,180.00	\$ 64,180.00	\$ 64,180.00
08-1-0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-035.002	\$ 3,590.00	\$ 3,590.00	\$ 3,590.00
08-1-0-11.0-000.0-001-039.000	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-031.103	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-059.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1-0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-031.101	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.102	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
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08-1-0-11.0-000.0-001-060.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
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08-1-0-11.0-000.0-001-061.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
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08-1-0-11.0-000.0-001-062.008	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.002	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
	\$ 927,930.00	\$ 927,930.00	\$ 927,930.00

² Subparcels include individual condominium units and condominium common space.

APPENDIX 3
BLIGHT STUDY

Draft

APPENDIX 4

DEVELOPER AFFIDAVIT

STATE OF Missouri)
COUNTY OF Saint Louis County)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of matters stated herein.

The undersigned swears, affirms and certifies the following to be true to induce the approval of Tax Increment Financing for the Redevelopment Area described in the Lakeport Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan").

1. I am the President of Tegethoff Development, LLC (the "Developer") and am authorized by the Developer to attest to the matters set forth herein.

2. I am familiar with the Redevelopment Area described in the Redevelopment Plan. In my opinion, based on the factors set forth in the Redevelopment Plan, the Redevelopment Area, on the whole, qualifies as a "blighted area" as defined in Section 99.805(1) of the Missouri Revised Statutes, as amended, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

And Further Affiant Sayeth Not.

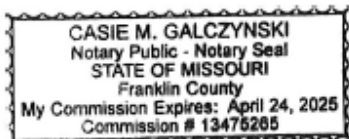
Tegethoff Development, LLC

By: [Signature]
Jeffrey J. Tegethoff, President

Subscribe and sworn to before me this 13 day of February 2023.

[Signature]
Notary Public

My Commission Expires: 4.24.2025



APPENDIX 5

ESTIMATED CONSTRUCTION SCHEDULE

Use	Estimated Outside Construction Start Date	Estimated Outside Date for Construction Completion
Entertainment and Restaurants	June 1, 2023	August 1, 2024
Parking Structure	June 1, 2023	August 1, 2024
Outdoor Attractions and Related Uses	January 1, 2024	January 1, 2027
Hotel	January 1, 2024	January 1, 2027

Note: These dates are merely estimates and are subject to change based on the timing of approvals, market conditions, tenant preferences, and other economic factors.

APPENDIX 6

SITE PLAN

Site Plan



NOTE: Building sizes, site placement, the nature and types of tenants or end-users, and other details as generally shown on the Site Plan may be subject to further modification as the Redevelopment Project moves from concept to reality. The Developer may continue negotiations with tenants or end-users as sites and building designs are completed.

APPENDIX 7

RELOCATION POLICY

This Relocation Policy governs relocation assistance, which shall be paid in conjunction with the implementation of any tax increment financing redevelopment plan as required by Section 99.810.1(4) of the Revised Statutes of Missouri. Under Missouri law, any municipality utilizing the redevelopment tools provided under Chapter 99 of the Revised Statutes of Missouri for redevelopment activities that cause displacement must adopt by rule or ordinance a relocation policy which meets the requirements set forth in Section 523.200-215 of the Revised Statutes of Missouri (the "Relocation Statute"). This Relocation Policy adopts the minimum statutory requirements of the Relocation Statute, which is incorporated herein by reference.

APPENDIX 8
PROJECT FINANCING COMMITMENT



November 17, 2022

Jeffrey Tegethoff
Tegethoff Development, LLC
Oasis at Lakeport
Sent via email: Jeff@TegethoffDevelopment.com

RE: Proposed Lakeport Village Development Project

Dear Mr. Tegethoff:

The purpose of this letter is to provide evidence of a conditional commitment by Bank of Washington (the "Bank") to provide financing for the proposed family-oriented resort and entertainment facility located adjacent to the Lake of the Ozarks in the City of Osage Beach, Missouri known as Lakeport Village (the "Project").

This correspondence is intended as a preliminary expression of the Bank's interest in financing this Project. The potential funding of this Project is subject to several contingencies, including the review of customary due diligence and underwriting, the issuance of the necessary tax increment financing by the City of Osage Beach, the approval of special taxing districts, and the review and approval of the Bank's Loan Committee, acting in its sole subjective discretion. In addition, similar commitment from other potential participating banks may also be required.

As we have discussed, financing of the Project would not be feasible without the assistance of tax increment financing. Therefore, please be advised that we are excited to a part of the financing package for the Project should the City of Osage Beach issue the necessary tax increment financing.

We hope this letter is sufficient evidence of our interest to provide Lakeport Village with financing. If you have any questions, do not hesitate to contact me.

Sincerely,

Bank of Washington

A handwritten signature in blue ink, appearing to read "Sam Unnerstall", is positioned above the printed name.

Sam Unnerstall,
Vice President of Commercial Lending

Lakeport Village Redevelopment Area Qualifications Study

February 23, 2023



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SECTION 1

AREA DESCRIPTION AND BACKGROUND

The City of Osage Beach, Missouri (the "City") is located in Camden County (the "County") in central Missouri, adjacent to the Lake of the Ozarks (the "Lake"). The Lake is an 84-square-mile man-made reservoir that was created in 1929 for hydroelectric power generation. The Lake's shoreline, approximately 1,150 miles, is almost all privately owned. The Lake area has been a popular tourist destination since the 1960's. Over the last five years, visitation to the Lake has increased by roughly 5 percent.¹

In 2021, Big Thunder Marine, one of the Lake region's biggest boating companies, acquired approximately 23.4 acres of land (21.2 acres exclusive of public right-of-way) located near the intersection of Highway 54 and Jeffries Road, near boating mile marker 1 (the "Redevelopment Area").² Principals of Big Thunder Marine, along with Tegethoff Development have teamed up to propose an entertainment district and resort, amphitheater, a marina, and a boardwalk (collectively known as the "Project"). The developers estimate that construction of the project could begin mid-year 2023, with an anticipated delivery of the first entertainment uses in 2024 and completion of the entire project in 2026.

The Redevelopment Area contains 66 parcels, [*52*] of which are individual condominium units that are part of a "timeshare" structure.³

The Redevelopment Area's boundary is shown in the exhibit entitled **Redevelopment Area Boundary** included in **Appendix A** and further described in the written boundary description also contained in **Appendix A**.

The exhibit entitled **Current Land Use** in **Appendix B** shows the current land uses of the Redevelopment Area. The Redevelopment Area is comprised of four different zoning types, shown in **Current Zoning** in **Appendix B**. The entirety of the Redevelopment Area is zoned for commercial use.

¹ PGAV, Placer, AI. (2022)

² Fox 4 News. (2022)

³ A "timeshare" is a type of ownership arrangement in which multiple individuals each have the right to use a condominium unit for a specified period of time each year.

SECTION 2

BASIS FOR DESIGNATION AS A BLIGHTED AREA

PGAV examined existing conditions to determine whether the Redevelopment Area qualifies for Tax Increment Financing ("TIF") as found under Sections 99.800 – 99.865, RSMo of the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). TIF provides for the redirection of the incremental increase in sales and property tax revenue resulting from a redevelopment project to be used for approved project-related costs, infrastructure and capital improvements.

TIF is based on the premise that there will be an increase in the value of real property, new jobs and other economic activity within the Redevelopment Area as redevelopment occurs. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying property taxes to the increase in the assessed value of the property over the base level, a tax increment is produced.

These tax increments, also referred to as "payments in lieu of taxes" (or "PILOTs"), are transferred to a special allocation fund that is administered by the city. The City and County also transfers 50% of all incremental local, non-State sales tax revenues to this fund. The money collected in the special allocation fund is then used to pay directly for the redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

TIF allows cities and counties to:

- (1) Identify and designate redevelopment areas that qualify as "Blighted Areas;"
- (2) Adopt redevelopment plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
- (3) Estimate redevelopment project costs which include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan or redevelopment project, as applicable;
- (4) Approve redevelopment projects for implementation of such development plan(s); and
- (5) Utilize the tools set forth in Chapter 99 RSMo to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

SECTION 3

ANALYSIS OF BLIGHTED AREA FACTORS

INTRODUCTION

This Section documents the conditions found to be present in the Redevelopment Area and contains the analysis of how such conditions cause the Redevelopment Area to be a "Blighted Area" according to the TIF Act. A "Blighted Area", defined pursuant to Section 99.805(1) RSMo, which is as follows:

"Blighted Area" an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use;"
Mo. Rev. Stat. §99.805(1)

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Redevelopment Area conducted by PGAV Planners staff on November 7, 2022, in addition to information provided by the Camden County Assessor's Office. PGAV PLANNERS staff also relied upon its extensive experience, real estate market knowledge, and professional expertise in preparing the analysis. Geotagged photographs illustrating representative blighting conditions were taken during the site visit and are displayed in **Appendix C – Existing Conditions Photos**. Blighting factors for each parcel in the Redevelopment Area are also identified in the various maps in **Appendix B**. This report will not reflect changes in conditions or events after the date of the site visits or publication of this report.

EXISTING CONDITIONS

As indicated above, PGAV Planners staff conducted a field investigation of observable conditions in the Redevelopment Area. During these field investigations, physical conditions were observed related to the state of improvements within the proposed Redevelopment Area. Evidence of long-term disinvestment was observed in the majority of the Redevelopment Area.

INSANITARY OR UNSAFE CONDITIONS

Insanitary Conditions are often evidenced by litter, illegal dumping, conditions that attract or contribute to vermin, or a combination of such conditions. Unsafe conditions are evidenced by a lack of proper public infrastructure adequate for ensuring the public's safety and are contributed to by the deterioration of site improvements. Unsafe conditions are also often represented by a lack of or deficiencies in public utility or roadway infrastructure, deteriorated buildings or site conditions, or the presence of continued crime. Such conditions may include poorly lit or unlit areas, cracked or uneven sidewalks, poor drainage, uneven grading or steep slopes, and improperly screened trash dumpsters that create loose litter and debris that can serve as breeding places for rodents or insects. Empty structures and storefronts that may be susceptible to vandalism or arson activities are also examples of insanitary and unsafe conditions.

Summary of Findings Regarding Insanitary and Unsafe Conditions:

All properties within the Redevelopment Area exhibited signs of insanitary or unsafe conditions. The conditions included vacant structures, steep slopes with no safety mechanisms, decks with failing support systems, structurally unsound buildings, and areas with overgrown vegetation that act as habitats for vermin.

The site visit by PGAV staff revealed that pedestrian and disabled access throughout the Redevelopment Area is difficult and, in some cases, impossible. No sidewalks exist along Jefferies Road, which results in pedestrians walking in the streets with auto traffic. Interior sidewalks and paths were disjointed and in disrepair, with very few guardrails to protect against drop-offs that could result in serious injury or death. The majority of the parking areas within the Redevelopment Area are cracked and spalling, with uneven surfaces. These conditions lead to hazardous conditions for pedestrians, especially those pedestrians with disabilities.

Representatives of a current owner provided PGAV with documentation showing the presence of asbestos in floor tiles within a single-story home within the Redevelopment Area. This documentation is included in **Appendix D**. Due to the age of a majority of the structures within the Redevelopment Area (built before 1978), it is likely that asbestos or lead-based paints are also present. As structures deteriorate, asbestos and lead-based paints can become exposed to the atmosphere creating health hazards for the public. This problem becomes exacerbated as time goes on. Older homes and buildings can also contain mercury-containing thermostats and ballasts containing fluorescent bulbs (mercury). The older HVAC systems in many of these homes also contain chlorofluorocarbons (CFCs) which are known to destroy the earth's protective ozone and contribute to climate change.⁴

A close structural inspection of the balconies at the rear of the condominiums showed evidence of sagging and instability. Several instances were noted and photographed where these projecting structures were beginning to pull away from the building facades. This type of structural

⁴ <https://www.pca.state.mn.us/air/chlorofluorocarbons-cfcs-and-hydrofluorocarbons-hfcs>

failure is common phenomenon, especially in mass construction. It can be caused by improper design of the slab or the construction of the top tensile steel that supports the balcony. Cracks in the façade and fascia are also beginning to show as a result of the sagging.

Vacant buildings represent insanitary and unsafe conditions as they can typically become locations for vagrancy when left unsecured. Upon interior inspection, PGAV staff noted that three of the five vacant structures within the Redevelopment Area required major rehabilitation that would likely cost more than the current value of the structure. Some buildings indicated evidence of recent break-ins or criminal trespassing. It should also be noted that these buildings are unlit at night due to disconnected utilities, which furthers the potential for criminal trespassing and vagrancy.

Fires in vacant buildings have become a matter of increasing concern. Vacant structures often present a higher probability of risk. Fires in empty buildings are also more likely to have been intentionally set and likely to spread beyond the building than fires in other structures. They also cause a disproportionate share of firefighter injuries.⁵ PGAV observed five structures as vacant during the site visit. These conditions create an atmosphere that fosters criminal activity and puts a strain on City resources.

In 2021, the Lake of the Ozarks Fire District conducted an inspection of the docks within the Redevelopment Area. Upon the completion of the inspection, Dock E was found to be unsafe due to its failure to meet current electrical requirements and codes. Of the 28 code requirements checked for compliance, Dock E was found non-compliant for all 28 under the 2017 National Electrical Code. Further documentation of these issues is included in **Appendix D**. Building and fire codes represent a minimum expectation for safety. The non-compliant electrical issues at Dock E constitute a menace to public health and safety within the Redevelopment Area.

The combined presence of the conditions mentioned above retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

⁵ NFPA Research, 2018

DETERIORATION OF SITE IMPROVEMENTS

In general, deterioration refers to the physical and economic decline of the improvements of the Redevelopment Area both in terms of buildings and other above-ground structures; below-grade supporting structures such as water, sewer, and electric utilities; and surface site improvements such as parking areas, access and circulation roadways, drives, and lighting fixtures, signage, etc.

Deterioration may be evident in sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. The deterioration that is not easily curable and cannot be cured during routine maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

Summary of Findings Regarding Deterioration of Site Improvements:

The deterioration of site improvements within the Redevelopment Area is a direct result of a lack of maintenance, disinvestment, and prolonged environmental damage. All of the improvements within the Redevelopment Area show evidence of deterioration. Conditions include damaged and missing exterior building materials, missing or rotting windows and doors, extensive exterior damage, evidence of interior water intrusion and flooding, damage to structural supports or foundations, rusting metal surfaces, and deteriorating paint and building materials. In addition to significant building deterioration visible on these parcels, there is often evidence of deteriorating site improvements, including driveways, parking lots, pedestrian pathways, and steps. In some cases, safety mechanisms, structural supports, and railings have completely deteriorated, resulting in extremely hazardous conditions. Various examples of these conditions are documented in the photos provided in **Appendix C**.

The Redevelopment Area contains a high concentration of older buildings (beyond the 35-year standard) and corresponding site improvements. Building age has long been recognized as a contributing factor to urban blight. Early federal urban renewal standards from the Housing and Urban Renewal Act dating from the mid to late 1930s established the "35-years old or older" standard found in many state redevelopment statutes. As buildings age, it is recognized that the maintenance requirements of the building will increase as materials reach the end of their usable life, are likely to require replacement or significant rehabilitation, and begin to show their age in terms of outward appearance. Age is also a contributor to obsolescence. Most buildings 35 years and older have not been brought into compliance with evolving building codes and requirements and may no longer be suitable for their original, intended use. Older buildings are often less desirable in the real estate marketplace, and rehabilitation can usually cost more than constructing a new structure of the same size. Of the twelve buildings surveyed, eight were identified as being constructed prior to 1988. This represents 66 percent of structures within the Redevelopment Area being 35 years old or older.

It should also be noted that all of the buildings within the Redevelopment Area exhibited some physical factor of blight such as deterioration, insanitary and unsafe conditions, or conditions that endanger life or property by fire and other causes.

The presence of both deteriorated improvements and older buildings whose presence within the Redevelopment Area represents a strong correlation to disinvestment, disrepair, and deterioration retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

The observed insanitary and unsafe conditions and the vacant buildings within the Redevelopment Area represent conditions that endanger life or property by fire and other causes. Vacant buildings are more likely to be subject to fires or arson. And the lack of adequate pedestrian facilities and guard rails near the shoreline endanger life.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE

The combination of the previously described existing conditions found within the Redevelopment Area constitutes a menace to the public health, safety, morals or welfare.

ECONOMIC LIABILITY

Because of a predominance of unsanitary or unsafe conditions, the deterioration of site improvements, and the existence of conditions that endanger life or property by fire and other causes, the Redevelopment Area constitutes an economic liability to the City. The Redevelopment Area is underutilized and has significant challenges to any improvement effort in its present condition and use. The Redevelopment Area has essentially lost much of its revenue generation capacity due to disinvestment and the previously mentioned blighting conditions.

Another typical measure of economic liability for a qualifications analysis is property value and the taxes it produces. Deterioration and disinvestment within the Area have caused the area's economic value to stagnate across the previous ten years. In 2012, the Redevelopment Area received a total assessor's market valuation of \$4,038,500. In 2022, the Area received a total assessor's market valuation of \$3,943,640.⁶ This represents a loss of more than two percent in taxable real property value. It also demonstrates that the Redevelopment Area has experienced little to no investment over the last decade. As a comparison, the City of Osage Beach's overall taxable real property value grew by 11% during the same period.⁷ Growth in the Federal Consumer Price Index ("CPI") provided by the Bureau of Labor Statistics also shows that Federal inflation ("CPI") also shows that the prices of all goods and services within the United States

⁶ Camden County Assessor's Office, 2022

⁷ City of Osage Beach Comprehensive Annual Financial Reports 2012-2022, 2022.

have grown by 25% over the same time period. Therefore, it is reasonable to believe that any property within the Redevelopment Area that has not increased in value by a minimum of 11% over the past ten years can be considered a disinvested property, a drag on the City's property tax base, and an economic liability to the City and other overlapping taxing districts.

The map entitled **Assessed Value Change -2012-2022** in **Appendix B** illustrates each parcel's change in valuation since 2012.

The Redevelopment Area has not been subject to private investment and has declined in taxable value since 2012. This fact indicates that the Redevelopment Area represents a drag on the local economy and the economic independence of the City and County in its present condition and use.

SUMMARY

One hundred percent (100%) (14 of 14) of the Redevelopment Area's properties exhibit one or more factor that contributes to the Redevelopment Area meeting the definition of a "Blighted area," as such term is defined within the TIF Act. The Redevelopment Area is a portion of the City that by reason of the predominance of unsanitary or unsafe conditions; deterioration of site improvements; or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, constitutes an economic and a menace to the public health, safety, morals, or welfare in its present condition and use.

Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix C**.

Pursuant to Section 99.805(1) RSMo., PGAV Planners conclude that a predominance and a preponderance of the Redevelopment Area is a "Blighted area."

APPENDICES

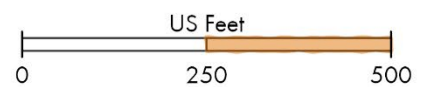
APPENDIX A

REDEVELOPMENT AREA BOUNDARY MAP AND LEGAL DESCRIPTION



PLATE 1- REDEVELOPMENT AREA BOUNDARY

OASIS AT LAKEPORT REDEVELOPMENT AREA



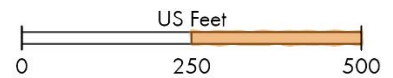
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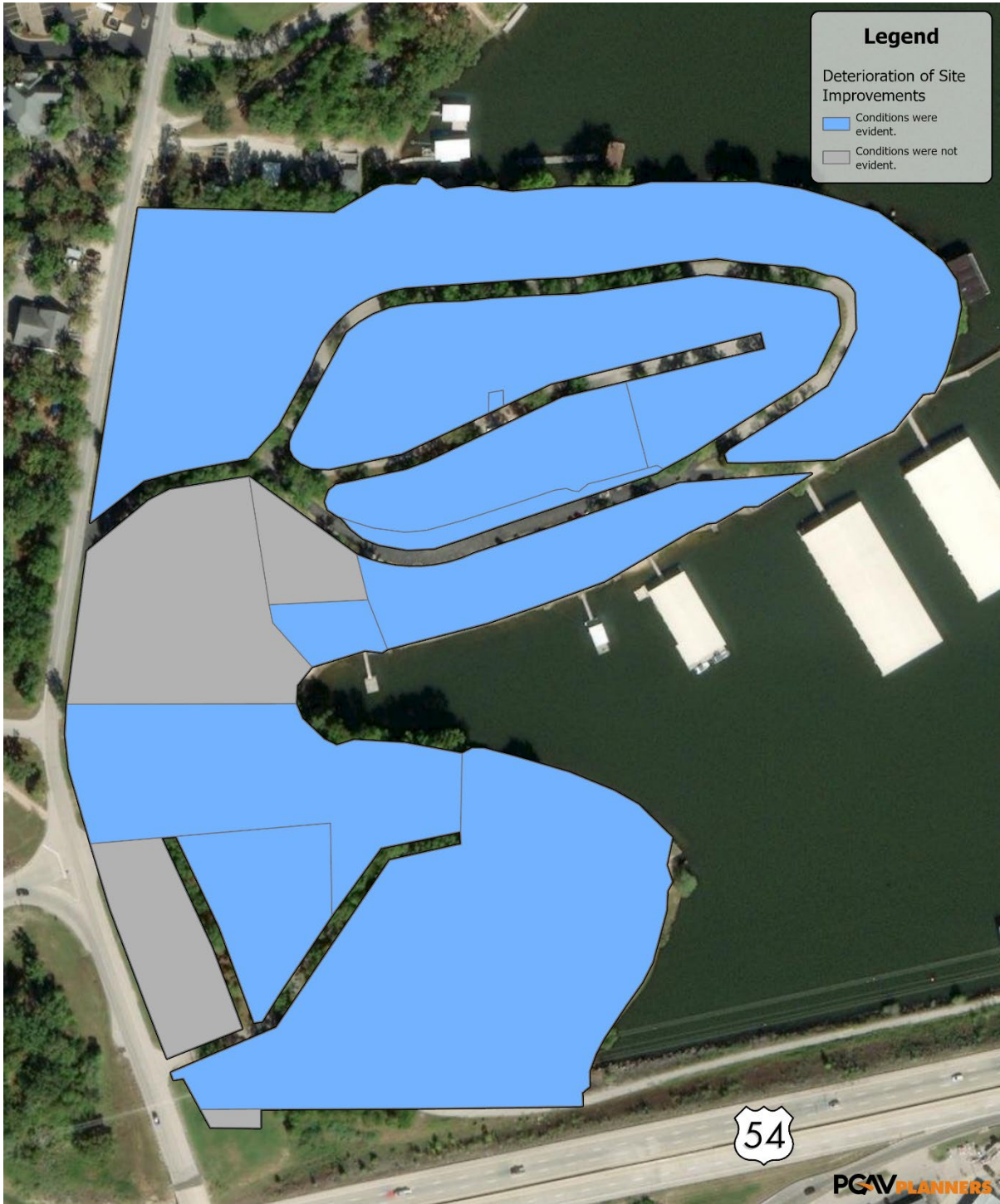
SUPPORTING EXHIBITS



EXISTING ZONING

LAKEPORT VILLAGE REDEVELOPMENT AREA

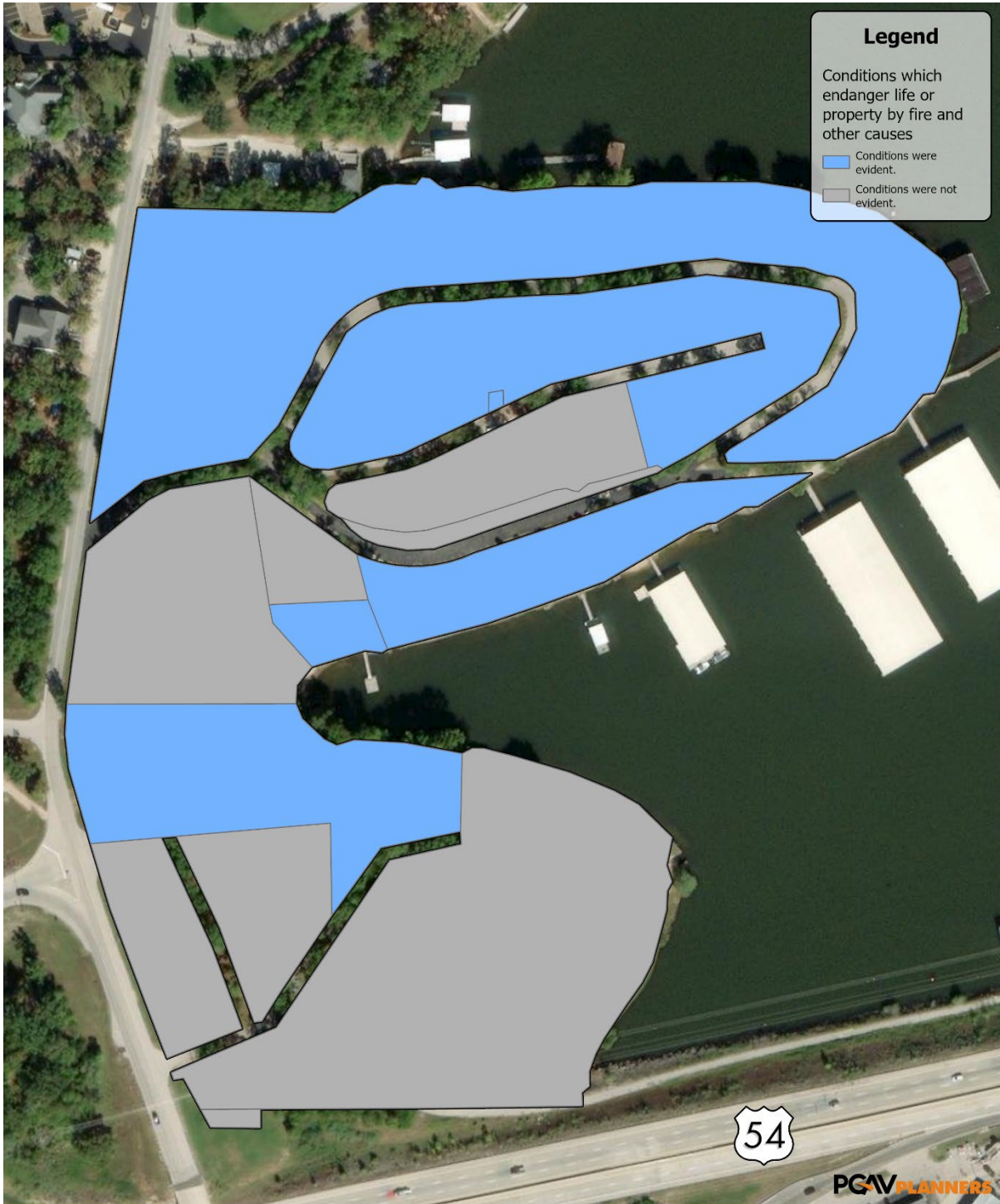




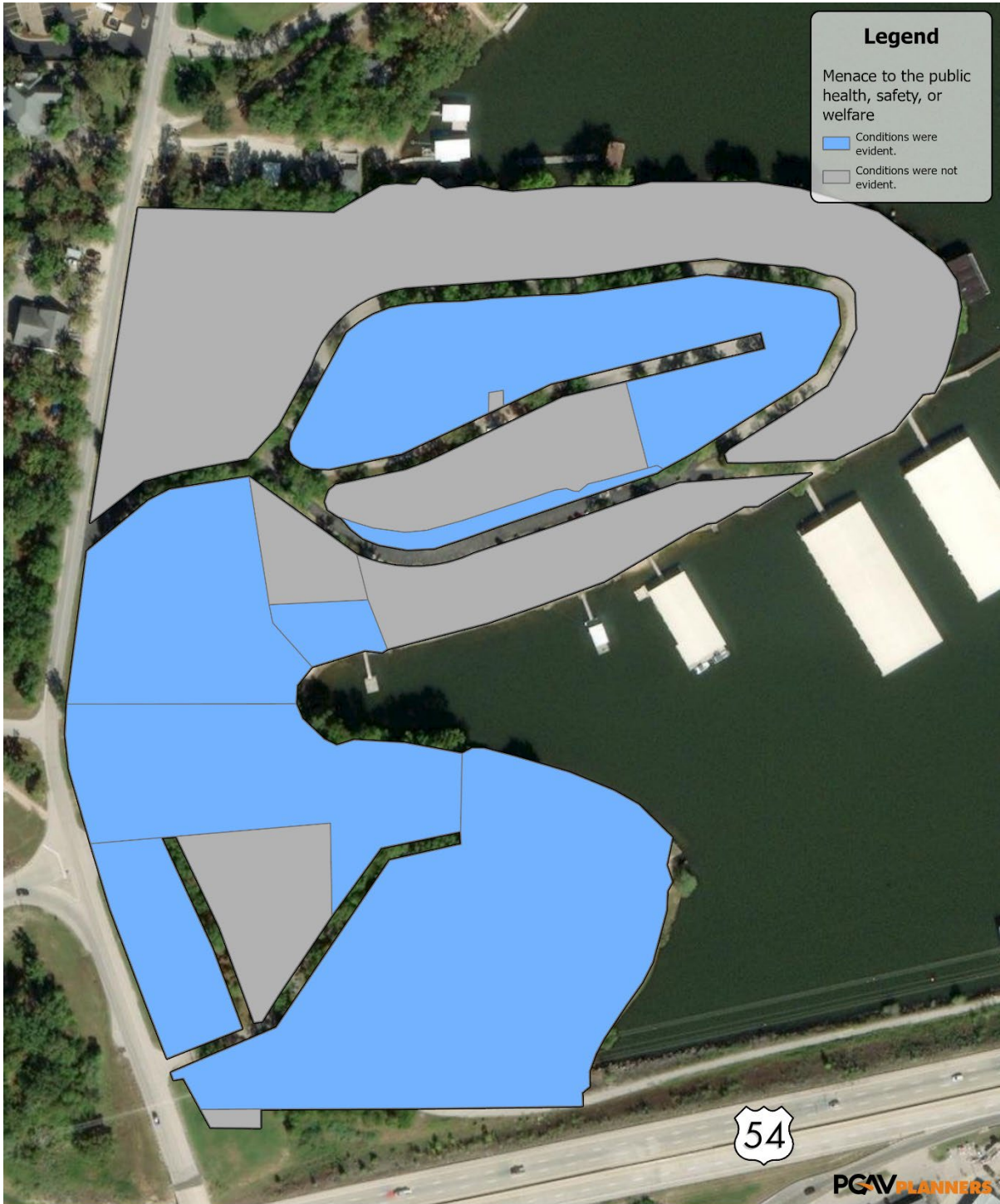
DETERIORATION OF SITE IMPROVEMENTS
LAKEPORT VILLAGE REDEVELOPMENT AREA



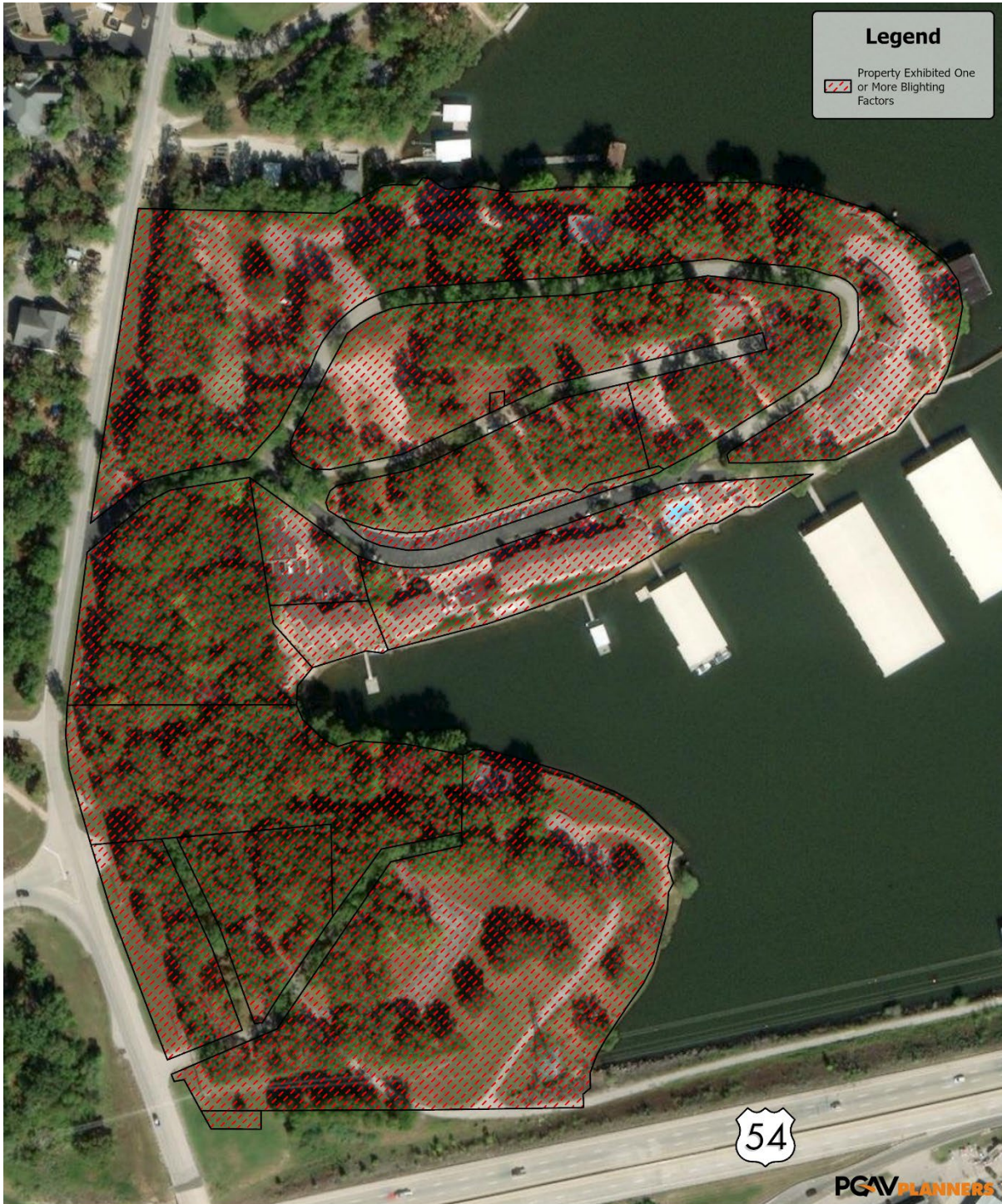
INSANITARY OR UNSAFE CONDITIONS
LAKEPORT VILLAGE REDEVELOPMENT AREA



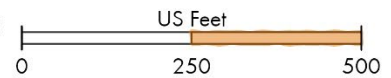
CONDITIONS WHICH ENDANGER LIFE OR PROPERTY
LAKEPORT VILLAGE REDEVELOPMENT AREA



MENACE TO THE PUBLIC HEALTH, SAFETY, OR WELFARE
LAKEPORT VILLAGE REDEVELOPMENT AREA



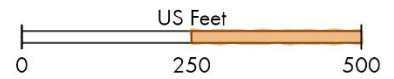
PROPERTIES EXHIBIT ONE OR MORE BLIGHTING FACTORS
LAKEPORT VILLAGE REDEVELOPMENT AREA

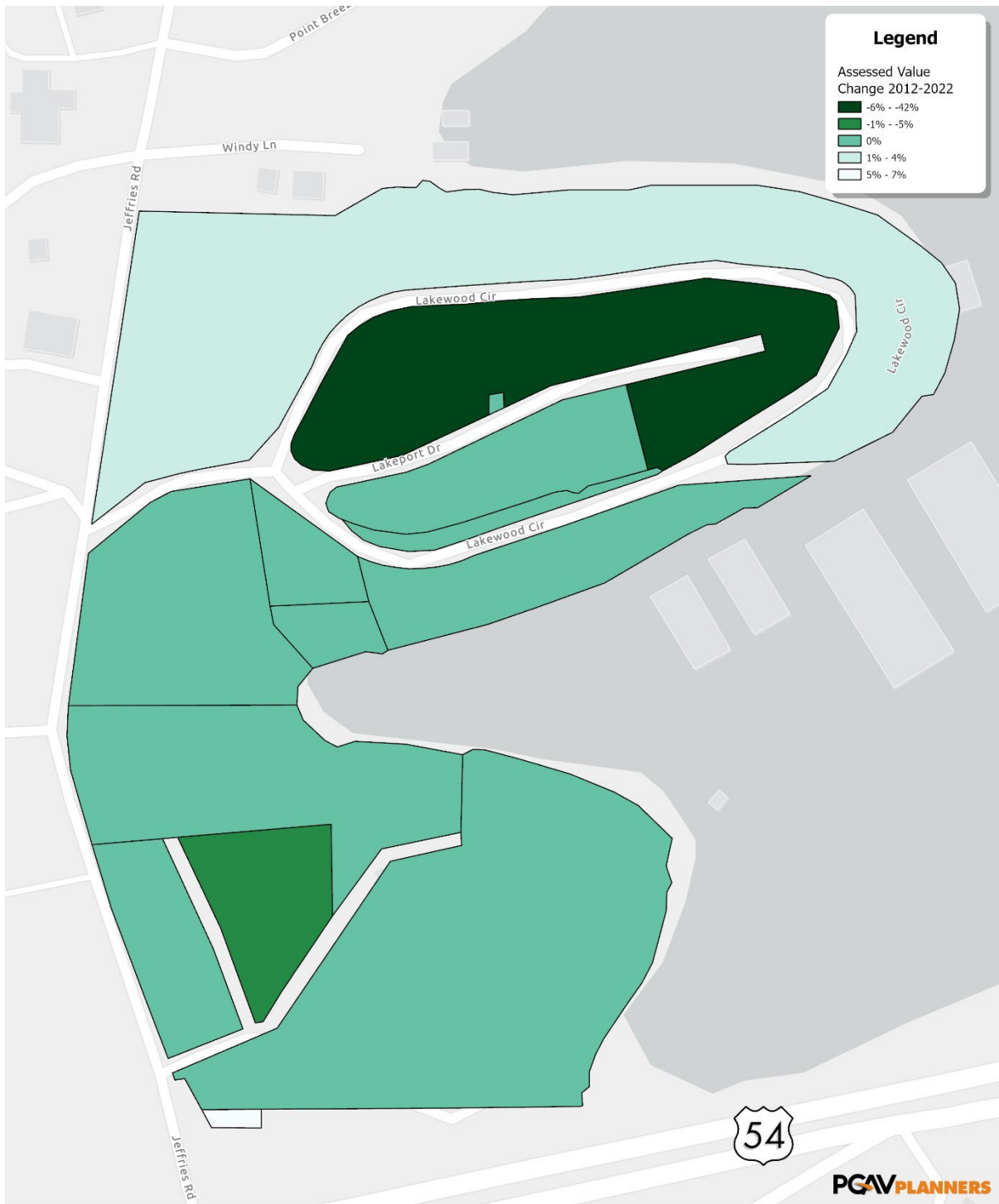




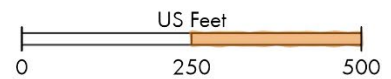
EXISTING LAND USE

LAKEPORT VILLAGE REDEVELOPMENT AREA





ASSESSOR MARKET VALUE PCT. CHANGE
LAKEPORT VILLAGE REDEVELOPMENT AREA



APPENDIX C

EXISTING CONDITIONS PHOTOS

**A map of photos showings existing conditions
may be found via the link below.**

[Link](#)

APPENDIX D

SUPPORTING DOCUMENTATION

Dock Wiring Inspection Sheet – Lake of the Ozarks – Fire Districts			
Date:	Permit # D-210069	Dock Location: 5011 Lakeport Dr. OB. Dock E UE 6517-1-L	
4-29-21	☐ Approved	☒ Not Approved	☐ Re-inspection
Owner(s): Big T LLC		Electrician:	
Address: PO Box 759 Lake Ozark Mo 65049		Address:	
Phone #(s): 573-965-4001		Phone #(s):	
Notes: Non-metallic sheathed cable shall not be used. (Romex & UF) All wiring methods and conductors shall be suitable for wet locations. All wiring shall meet National Electrical Code Article 555 Marinas and Boatyards.			

Apr	Not Apr.	
☐	☒	1. Feeder from the main panel to sub panel shall be 4 wire for 240 volts, 3 wire for 120 volts. (The breaker panel legs shall not be jumped). 2017 NEC section 353.7(C).
☐	☒	2. Conduit that is buried from the building to the sub-panel shall be schedule 40 PVC for underground use. Existing service feeders shall meet the current code standards. 2017 NEC section 353.7(A).
☐	☒	3. Junction box on the outside of the building serving the dock shall be weatherproof. 2017 NEC 353.13.
☐	☒	4. The feeder from the sub-panel to the dock shall be schedule 40 PVC (sunlight resistant or approved method) and shall be liquid tight flexible conduit at all pivot points 2017 NEC .13.
☐	☒	5. The conduit shall be sized for the conductors installed in the system. 2017 NEC Chapter 3.
☐	☒	6. The disconnecting means shall be within 6 feet of the ramp entrance. The disconnect shall be a breaker type. The disconnect shall be 42 inches Above Finished Grade. 2017 NEC section 353.7 (B) & (C).
☐	☒	7. All grounding conductors shall have continuous outer finish that is green including all bonding wires. 2017 NEC section 353.15 and local ordinance.
☐	☒	8. The grounding conductors shall be connected to the grounding bus in the sub-panel and to the ground rod. Grounding bus and grounded (neutral) must be separated. 2017 section 353.15.
☐	☒	9. A grounding electrode shall be in place. (At least 8 feet long and trade size of 1/2 inch). 2017 NEC section 353.15.
☐	☒	10. The grounding conductor shall be sized correctly for the circuit (minimum #6) and attached with a separate clamp directly to the grounding electrode. 2017 NEC section 353.15.
☐	☒	11. #6 grounding wire from the ground rod to the metal parts of the ramp with approved terminals. 2017 NEC section 354.15.
☐	☒	12. #6 grounding wire jumper shall be installed between all pivot points in the ramp, dock stiff arms, breakwaters, boat lifts, etc. 2017 NEC section 2015.
☐	☒	13. All metal enclosure and exposed metal parts of the electrical system shall be bonded to the grounding bus with approved terminals. The bonding connection shall be nut & bolt, no self-tapping screws. 2017 NEC 353.15.
☐	☒	14. All metal parts, metal piping, and all non-current carrying metal parts must be bonded to the panel board. 2017 NEC section 353.15.
☐	☒	15. All circuits shall be GFCI protected. 2017 NEC section 353.19.
☐	☒	16. All general use outlet receptacles shall be minimum 36 inches above the finished dock surface. Local ordinance.
☐	☒	17. All outlets dedicated for a piece of equipment shall be of the Marine Twist Lock type and GFCI protected. A disconnecting means must be within 30 inches of outlet or approved marine pedestal installation. 2017 NEC section 353.17 and 353.19.
☐	☒	18. All GFCI outlets receptacles shall work when tested. 2017 section 353.19 and local ordinance.
☐	☒	19. All cabinets and cutout boxes shall be a minimum of 1/4 inch of airspace between the enclosure and supporting surface.
☐	☒	20. All 15 and 20 amp, 120 and 240 volt non-locking type receptacles shall be listed weather-resistant type receptacles. 2017 NEC section 406.9(B).
☐	☒	21. All enclosures and fittings below 8 feet (for existing docks), all enclosures and fittings for new installation, or exposed to weather shall be in weatherproof enclosures and fittings and suitable for wet locations with allowable weep holes. 2017 NEC section 406.9 (B) (1).

Richards Remediation, Inc.

80 Sterling Brock Dr
Harrisburg, MO 65256 US
+1 5733033563
Office@richardsremediation.com

**Estimate****ADDRESS**

Big Thunder Marine
Attn: Shawn Cogdill
Corner of Davis Dr and Jefferies
Osage Beach, MO 65065

ESTIMATE**DATE****1049****12/29/2021**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Asbestos Remediation	Set up mini enclosed containment around sheet flooring on concrete in lower level unit of 4 plex. Put containment under negative pressure by installing a HEPA air filtration machines to filter out air while work takes place. Properly remove and dispose of asbestos containing sheet flooring. Set single story home that's located next door up under negative pressure by installing HEPA air filtration machines to filter out the air while work takes place. Properly remove and dispose of all asbestos containing floor tile throughout the entire home. Payment due upon completion unless terms are set with company owner.	1	4,500.00	4,500.00

-
- * All removal work done under negative air pressure containment.
 - * Respiratory protection and protective clothing will be provided for all workers.
 - * Final lien waiver upon payment in full.
 - * Price includes all labor, materials, and disposal.
 - * DNR notification fees included in price if applicable.
 - * Disposal of asbestos materials at an approved DNR landfill.
 - * General liability and workers compensation insurance.

Accepted By

Accepted Date

COST-BENEFIT ANALYSIS

*Submitted in Conjunction with the Lakeport
Village Redevelopment Plan*

_____, 2023

Prepared for

**Tax Increment Financing Commission
of the City of Osage Beach, Missouri**

I. INTRODUCTION

Attached hereto is a Cost-Benefit Analysis submitted in conjunction with the *Lakeport Village Tax Increment Financing Redevelopment Plan* (the “Plan”), which pertains to the proposed redevelopment of certain real property in the City of Osage Beach, Missouri (the “City”), as more particularly described in the Plan (the “Redevelopment Area”). As further set forth in the Plan, the proposed redevelopment project is the development and construction of a family-oriented resort and entertainment district to be constructed on the underutilized northeast corner of Jefferies Road and US Highway 54 (the “Redevelopment Project” or “Project”). The Redevelopment Project is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses.

The attached Cost-Benefit Analysis is submitted pursuant to Section 99.810 of the Real Property Tax Increment Allocation Redevelopment, Sections 99.800 to 99.865, RSMo., as amended (the “TIF Act”), and profiles the economic consequences of the Redevelopment Project as proposed in the Plan, as well as a study showing the fiscal impact of the Project upon each taxing district. This analysis, together with the information provided in the Plan, profiles the anticipated economic impact and financial feasibility of the Project.

The attached calculations are merely projections, as the Project has not yet been constructed. These projections are based on a series of assumptions that must be considered when interpreting the results of this analysis.

II. GENERAL ASSUMPTIONS AND CONDITIONS

This Memorandum and the financial information contained herein are based on projections, assumptions, and information provided by an affiliate of the proposed developer of the Project, Tegethoff Development, LLC (along with its affiliates, including Lakeport Village, LLC, collectively, the “Developer”) and prospective tenant(s), as well as information or assumptions provided by various sources considered reliable. These projections are intended to be interpreted and used based on the assumptions set forth herein. Furthermore, with respect to assessed values of property, the attached projections are based upon information and methodologies provided by the Camden County Assessor’s Office; ultimately, however, these assessments are left to the discretion of the County Assessor.

The projections presented in this document are forward-looking and involve certain assumptions, as noted above, and judgments regarding uncertainties including, without limitation:

- Changes in the real estate market;
- Actual leasing results;

- Tenant location and performance;
- The timing of project start and completion; and
- Changes in the commercial market competition and economic conditions.

The ability to achieve the results described herein depends on the timing and probability of a complex series of future events and conditions, both internal and external to the proposed development project. Any event or action that alters an assumed event, assumption, or conditions used to achieve the projections contained herein shall be considered a cause to void all projections contained herein.

The tax revenue projections contained in this report represent prospective information, opinions, and estimates regarding a development project that is not yet complete. These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results may vary materially from the projections described herein, and the variations may be material. Because the future is uncertain, there is risk associated with achieving the results projected.

III. AVAILABILITY OF INCREMENTAL TAX REVENUES

The availability of the projected incremental tax revenues for both the affected taxing districts and for deposit into the Special Allocation Fund is impacted by several events. Specifically, the attached calculations assume the prompt payment and collection of all taxes, and the distribution of these monies to the Special Allocation Fund by the City.

IV. SPECIFIC ASSUMPTIONS

Attached hereto are sets of spreadsheets and information formulated with respect to the proposed Project. The first sheet details the tax rates and taxing districts applicable to a potential TIF for the Project, along with the Equalized Assessed Value of all of the tax parcels within the boundaries of the Project. The sheet, entitled “Projected TIF Revenues,” profiles the potential revenues that may be generated by the Project for distribution to the Special Allocation Fund by the Project. Several of the key assumptions used to calculate the figures profiled on this sheet, including the applicable rates for property taxes, as well as the methodologies for determining future PILOTs and EATS and the assumed growth rates, are provided on the first sheet along with the last sheet titled “Assumptions”.

The next set of sheets, entitled “Cost-Benefit Analysis” consists of a cost-benefit analysis and fiscal impact study showing the overall impact of the total Project on taxing districts if TIF is approved and the Project is completed. The assumptions provided on the TIF Revenues spreadsheet with respect to tax rates, growth rates and methodologies generally apply as well to the Cost-Benefit Analysis. Additionally, the Cost-Benefit Analysis indicates the impact of certain taxes which are generated by the Project but not captured by the TIF, and thus not shown on the TIF Revenues sheet, and also profiles the projected taxes generated if the Project is not

built (the “Without TIF” scenario). Some pertinent assumptions with respect to the Cost-Benefit Analysis are:

- Without TIF, it is assumed that the Redevelopment Area will remain underutilized and will generate minimal incremental real property tax revenues. Without the redevelopment of the Redevelopment Area using TIF, it is assumed that the Redevelopment Area will be in an unmarketable condition and the Project will not be completed;
- Utility taxes are assumed to be 10% of projected utility costs for the Redevelopment Project upon completion of the Redevelopment Project; without TIF, minimal new utility tax revenues are anticipated if the property remains in its current underutilized state;
- While utility taxes are not considered to be a source of repayment of the TIF Notes on the “TIF Revenues” sheet (due to collection difficulties), the Cost-Benefit Analysis assumes that only half of such taxes are paid to the taxing districts (assuming the other half are captured as EATs);
- It is assumed that the TIF will be approved in early 2023, the TIF will terminate in 2043, and payments in lieu of taxes will end in 2043.
- The Personal and Real Property tax rates are based upon the 2022 rates for each. Although these rates vary from year to year, it is impossible to determine what the rate will be in any future year;
- The impact to the State of Missouri (the “State”) for real property and sales taxes are reflected on the Cost-Benefit Analysis sheets, and the impact to the State for sales taxes are addressed below in more detail;
- It is assumed that the portions comprising the Project will commence prior to the dates set forth in the “Construction Schedule” attached hereto and will be completed prior to the estimated outside completion dates set forth therein; and
- The PILOT and EATs projections are generally based upon the assumptions detailed on the “Assumptions” sheet.

In addition to the above assumptions, the “Projected TIF Revenues” and “Cost Benefit Analysis” assume that fifty percent of the sales tax authorized pursuant to Section 321.552 RSMo for the benefit of the Osage Beach Fire Protection District (the “Fire District”) will be deposited into the Special Allocation Fund for the benefit of the Project. However, under the TIF Act, the Fire District is entitled to reimbursement from the Special Allocation Fund in the amount of at least fifty percent but not more than one hundred percent of the Fire District’s increment. As such, the Fire District make seek reimbursement of one hundred percent of the Fire District’s increment as statutorily authorized.¹

¹ The Developer is pursuing discussions with the Fire District to obtain their support and cooperation for the Project. However, as of the date hereof, the Developer does not have an agreement with the Fire District. The Developer will continue to communicate with the Fire District and keep the City informed of the ultimate resolution. The net present value of the Fire District’s increment is approximately \$1.8 million over the life of the TIF. A reduction in the Fire District’s contribution to the Special Allocation Fund would result in a decrease in the Projected TIF Revenues.

While the TIF projections are based on a coverage ratio of 1.1 for PILOTs and 1.25 for EATs, without these coverage ratios, the TIF is projected to be paid off in 2043. The tax projections given assume the TIF will be paid off in 2043 and additional taxes collected after this date will be wholly dedicated to the applicable taxing districts.

The next sheet lists anticipated sources and uses used to construct the Project. Following the sources and uses is a sheet that includes a projected operating pro-forma for the Project and a financial analysis showing the Project is financially feasible and will provide a reasonable return on investment. As demonstrated by the pro forma, without TIF and other proposed incentives, the total cost of the Project makes the Project financially unfeasible, particularly given the extraordinary costs associated with the public infrastructure improvements required for the Project. The requested incentives and support will bridge this financial gap and will help make the Project financially feasible. As shown on the attached pro forma, without TIF and other incentives, the Developer would have a return of only 6.25% at stabilization. With TIF and other incentives, the Project is expected to generate a reasonable return of approximately 8.02% at stabilization, which is a typical accepted rate of return for a similar project. Thus, when compared to projects of similar size and scope, the TIF and other incentives allow the Developer to generate an acceptable rate of return for this Project. Furthermore, as of the date hereof, the yield on the U.S. 3-Month Treasury is 4.7% and is anticipated to continue to increase through at least the first half of 2023. This benchmark is often described as the “risk free rate of return” as investors can achieve this rate of return on their investment with zero to minimal financial risk. As such, any development, particularly ground-up development such as the Project, made by an investor or developer must be projected to significantly outperform the “risk free rate”, both in the short term and long term as the “risk free rate” continues to rise, in order to be undertaken. Additionally, due to current macro-economic factors and the existing interest-rate environment, the type of financing available for a comprehensive resort style development similar to the Project is very limited, and when available, ranges from 7% to 9%, making the Project extremely difficult and expensive to finance. If the Project was solely reliant on conventional financing, the anticipated rate of return on the Project would not be sufficient to proceed with development. Moreover, the Developer’s projected rate of return is well within the market “capitalization rate” for standard hotel projects. According to CoStar, an industry leader in commercial real estate analysis and information, hotel buyers were offering capitalization rates of 7.0% to in excess of 8.0%. It should be noted this market capitalization rate is for all types of hotels, which includes hotels that are much less complex and less risky than the Project. Moreover, CoStar is projecting that the average capitalization rates for hotels will increase up to 150 basis points beginning in 2023 and continuing into the future. This would put industry capitalization rates at Project completion in excess of 9%. Without TIF and other incentive, the projected rate of return for the Project would be well below the commonly accepted rate of return in today’s environment for a similar project when considering the risk, size, and scope of the Project, along with carrying costs to the developer associated with the project.

Finally, among the other incentives being considered for the Project is State Supplemental Tax Increment financing (“SuperTIF”) pursuant to Section 99.845 of the TIF Act, which could provide additional tax increment revenues based on the incremental increase in the general revenue portion of State sales tax revenues received or the State income tax withheld on behalf of new employees by the employer at businesses located within the Project. The impact to the

State with regarding to State sales taxes is shown on the “Cost-Benefit-Analysis” sheets noted above, but we have assumed that SuperTIF for this Project would not include the incremental general revenue portion of the State income tax withheld on behalf of new employees by the employer at businesses located within the Project. The sheets included herein reflect the impact to the State with regard to State sales tax revenues, which we have assumed would be the incremental revenues pledged to any SuperTIF approved for the Project.

Lastly, specific assumptions used to calculate the figures shown on the previous sheets are noted on the last sheet titled “Assumptions”.

V. CONCLUSION

The information attached hereto is based on a series of complex assumptions which are described herein. This information is submitted for the purposes of analysis provided in Section 99.810 of the TIF Act, and contains no warranty therewith. The information contained herein provides an analysis of the impact of the Project as well as information sufficient to determine the whether the Project is financially feasible.

Except for its intended use by the City of Osage Beach TIF Commission, the City’s Board of Aldermen and/or the State of Missouri for consideration of tax increment financing or SuperTIF for the Project, neither this document nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without proper review and written approval by Husch Blackwell LLP regarding any representation therein. Husch Blackwell LLP has neither verified nor audited the information that was provided by any source. Information provided by others is assumed to be reliable, but Husch Blackwell LLP assumes no responsibility for its accuracy, certainty or degree of risk involved. Because this analysis assumes that there will be no significant change in market conditions and the schedule requested by the Developer will be followed, Husch Blackwell LLP assumes no liability should market conditions change or the schedule not be met.

Tax Rates & Equalized Assessed Values

2023 Real Property and Personal Property Tax Rates		
Taxing Jurisdiction	Commercial Rate	Personal Property
State of Missouri	0.0300	0.0300
Camden County	0.1100	0.1100
Senior Citizen Tax	0.0460	0.0460
Library Tax	0.0963	0.0963
SB40 CCDDR	0.0576	0.0576
Osage Beach Fire	0.7434	0.7434
Camden School	2.9700	2.9700
Osage Beach Road/Bridge	0.1100	0.1100
Tax Rate	4.1633	4.1633
Merchants' and Manufacturers' Replacement Tax	0.0300	
Total Tax Rate	4.1933	4.1633
TIF Property Tax Rate*	3.3323	4.1633

*Excludes the Merchants' and Manufacturers' Replacement Tax, State Blind Pension Fund Tax, SB40 CCDDR Tax, and Osage Beach Fire District Tax
Source: Camden County; 2022 Tax Rates

2023 Sales Tax Rates	
Taxing Jurisdiction	Rate
State - General	3.0000
State Education	1.0000
State - Conservation	0.1250
State - Parks and Soil	0.1000
County - General	1.0000
County - LEST	0.5000
City - General	1.0000
City - Capital Projects	0.5000
City - Transportation	0.5000
Osage Beach Fire Protection District	0.5000
General Sales Tax Rate	8.2250
TIF Sales Tax Rate*	4.0000

*Excludes State Sales Taxes (SuperTIF Analysis covered separately)
Source: Osage Beach 2023 Tax Rates

LAKEPORT VILLAGE - PARCEL EQUALIZED ASSESSED VALUES			
Parcel ID Number	Assessed Values		
	2022	2021	2020
08-1.0-11.0-000.0-011-003.000	\$ 320.00	\$ 320.00	\$ 320.00
08-1.0-11.0-000.0-001-022.000	\$ 128,740.00	\$ 128,740.00	\$ 128,740.00
08-1.0-11.0-000.0-001-024.000	\$ 37,990.00	\$ 37,990.00	\$ 37,990.00
08-1.0-11.0-000.0-001-026.000	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
08-1.0-11.0-000.0-001-029.000	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00
08-1.0-11.0-000.0-001-030.000	\$ 11,210.00	\$ 11,210.00	\$ 11,210.00
08-1.0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1.0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-032.000	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-033.000	\$ 276,990.00	\$ 276,990.00	\$ 276,990.00
08-1.0-11.0-000.0-001-035.000	\$ 64,180.00	\$ 64,180.00	\$ 64,180.00
08-1.0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-035.002	\$ 3,590.00	\$ 3,590.00	\$ 3,590.00
08-1.0-11.0-000.0-001-039.000	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-031.103	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-059.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-031.100	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1.0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-031.101	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.102	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.104	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.105	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.106	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.107	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.108	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.109	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-059.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.008	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.002	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.003	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.004	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.005	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.006	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.007	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.008	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.002	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
	\$ 927,930.00	\$ 927,930.00	\$ 927,930.00

Projected TIF Revenues

Lakeport Village - Projected TIF Revenues													
Year	TIF Real Estate			PILOTs with 1.1 Coverage Ratio	Retail Sales (Excluding Hotel Room Sales)		Incremental Sales Taxes	Lakeport 1% CID Sales Tax	Lakeport 1% TDD Sales Tax	EATs (50%) with 1.25 Coverage		Total Increments without Coverage	Total Increments with Coverage
	Assessed Value	Taxes	PILOTs										
Base	\$ 927,930				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
2023	\$ 927,930	\$ 30,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
2024	\$ 927,930	\$ 30,921	\$ -	\$ -	\$ 15,750,000	\$ 630,000	\$ 157,500	\$ 157,500	\$ 472,500	\$ 378,000	\$ 472,500	\$ 378,000	
2025	\$ 53,600,400	\$ 1,786,126	\$ 1,755,205	\$ 1,595,641	\$ 48,375,000	\$ 1,935,000	\$ 502,917	\$ 483,750	\$ 1,460,833	\$ 1,168,667	\$ 3,216,038	\$ 2,764,307	
2026	\$ 76,572,000	\$ 2,551,609	\$ 2,520,687	\$ 2,291,534	\$ 69,000,000	\$ 2,760,000	\$ 920,000	\$ 920,000	\$ 2,300,000	\$ 1,840,000	\$ 4,820,687	\$ 4,131,534	
2027	\$ 80,400,600	\$ 2,679,189	\$ 2,648,268	\$ 2,407,516	\$ 72,450,000	\$ 2,898,000	\$ 966,000	\$ 966,000	\$ 2,415,000	\$ 1,932,000	\$ 5,063,268	\$ 4,339,516	
2028	\$ 80,400,600	\$ 2,679,189	\$ 2,648,268	\$ 2,407,516	\$ 74,261,250	\$ 2,970,450	\$ 990,150	\$ 990,150	\$ 2,475,375	\$ 1,980,300	\$ 5,123,643	\$ 4,387,816	
2029	\$ 82,812,618	\$ 2,759,565	\$ 2,728,643	\$ 2,480,585	\$ 76,117,781	\$ 3,044,711	\$ 1,014,904	\$ 1,014,904	\$ 2,537,259	\$ 2,029,808	\$ 5,265,903	\$ 4,510,392	
2030	\$ 82,812,618	\$ 2,759,565	\$ 2,728,643	\$ 2,480,585	\$ 78,020,726	\$ 3,120,829	\$ 1,040,276	\$ 1,040,276	\$ 2,600,691	\$ 2,080,553	\$ 5,329,334	\$ 4,561,138	
2031	\$ 85,296,997	\$ 2,842,352	\$ 2,811,430	\$ 2,555,846	\$ 79,971,244	\$ 3,198,850	\$ 1,066,283	\$ 1,066,283	\$ 2,665,708	\$ 2,132,567	\$ 5,477,139	\$ 4,688,412	
2032	\$ 85,296,997	\$ 2,842,352	\$ 2,811,430	\$ 2,555,846	\$ 81,970,525	\$ 3,278,821	\$ 1,092,940	\$ 1,092,940	\$ 2,732,351	\$ 2,185,881	\$ 5,543,781	\$ 4,741,726	
2033	\$ 87,855,906	\$ 2,927,622	\$ 2,896,701	\$ 2,633,365	\$ 84,019,788	\$ 3,360,792	\$ 1,120,264	\$ 1,120,264	\$ 2,800,660	\$ 2,240,528	\$ 5,697,361	\$ 4,873,892	
2034	\$ 87,855,906	\$ 2,927,622	\$ 2,896,701	\$ 2,633,365	\$ 86,120,283	\$ 3,444,811	\$ 1,148,270	\$ 1,148,270	\$ 2,870,676	\$ 2,296,541	\$ 5,767,377	\$ 4,929,905	
2035	\$ 90,491,584	\$ 3,015,451	\$ 2,984,530	\$ 2,713,209	\$ 88,273,290	\$ 3,530,932	\$ 1,176,977	\$ 1,176,977	\$ 2,942,443	\$ 2,353,954	\$ 5,926,973	\$ 5,067,163	
2036	\$ 90,491,584	\$ 3,015,451	\$ 2,984,530	\$ 2,713,209	\$ 90,480,122	\$ 3,619,205	\$ 1,206,402	\$ 1,206,402	\$ 3,016,004	\$ 2,412,803	\$ 6,000,534	\$ 5,126,012	
2037	\$ 93,206,331	\$ 3,105,915	\$ 3,074,993	\$ 2,795,448	\$ 92,742,125	\$ 3,709,685	\$ 1,236,562	\$ 1,236,562	\$ 3,091,404	\$ 2,473,123	\$ 6,166,397	\$ 5,268,572	
2038	\$ 93,206,331	\$ 3,105,915	\$ 3,074,993	\$ 2,795,448	\$ 95,060,678	\$ 3,802,427	\$ 1,267,476	\$ 1,267,476	\$ 3,168,689	\$ 2,534,951	\$ 6,243,682	\$ 5,330,400	
2039	\$ 96,002,521	\$ 3,199,092	\$ 3,168,171	\$ 2,880,155	\$ 97,437,195	\$ 3,897,488	\$ 1,299,163	\$ 1,299,163	\$ 3,247,907	\$ 2,598,325	\$ 6,416,077	\$ 5,478,480	
2040	\$ 96,002,521	\$ 3,199,092	\$ 3,168,171	\$ 2,880,155	\$ 99,873,125	\$ 3,994,925	\$ 1,331,642	\$ 1,331,642	\$ 3,329,104	\$ 2,663,283	\$ 6,497,275	\$ 5,543,438	
2041	\$ 98,882,597	\$ 3,295,065	\$ 3,264,143	\$ 2,967,403	\$ 102,369,953	\$ 4,094,798	\$ 1,364,933	\$ 1,364,933	\$ 3,412,332	\$ 2,729,865	\$ 6,676,475	\$ 5,697,268	
2042	\$ 98,882,597	\$ 3,295,065	\$ 3,264,143	\$ 2,967,403	\$ 104,929,202	\$ 4,197,168	\$ 1,399,056	\$ 1,399,056	\$ 3,497,640	\$ 2,798,112	\$ 6,761,783	\$ 5,765,515	
2043	\$ 101,849,075	\$ 3,393,917	\$ 3,362,995	\$ 3,057,268	\$ 107,552,432	\$ 4,302,097	\$ 1,434,032	\$ 1,434,032	\$ 3,585,081	\$ 2,868,065	\$ 6,948,076	\$ 5,925,333	
2044	\$ 101,849,075	\$ 3,393,917	\$ 3,362,995	\$ 3,057,268	\$ 110,241,243	\$ 4,409,650	\$ 1,469,883	\$ 1,469,883	\$ 3,674,708	\$ 2,939,766	\$ 7,037,703	\$ 5,997,035	
2045	\$ 104,904,547	\$ 3,495,734	\$ 3,464,813	\$ 3,149,830	\$ 112,997,274	\$ 4,519,891	\$ 1,506,630	\$ 1,506,630	\$ 3,766,576	\$ 3,013,261	\$ 7,231,389	\$ 6,163,090	
2046	\$ -	\$ -	\$ -	\$ -	\$ 77,214,804	\$ 3,088,592	\$ 386,074	\$ 386,074	\$ 1,930,370	\$ 1,544,296	\$ 1,930,370	\$ 1,544,296	
NPV at		7.0%	\$30,291,056	27,537,324					\$30,436,500	24,349,200	60,727,557	51,886,524	
NOTE: The projections contained herein are merely estimates or forward-looking projections based upon assumptions and information provided by the Developer (and its representatives and/or affiliates), its prospective tenants, the City of Osage Beach or others. There is no guaranty or assurance that future performance will match these assumptions, as they are subject to a wide range of market and other risks or factors.													

Cost-Benefit Analysis

(see attached)

Estimated Real Estate Taxes to Taxing Districts																									
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033										
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	53,600,400	\$	76,572,000	\$	80,400,600	\$	80,400,600	\$	82,812,618	\$	82,812,618	\$	85,296,997	\$	85,296,997
Taxing Jurisdiction		Levy Amount	Levy as % of Total																						
	State of Missouri (not subject to capture by TIF)	0.0300	0.72%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
	Camden County	0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021
	Senior Citizen Tax	0.0460	1.10%	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427
	Library Tax	0.0963	2.31%	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894
	SB40 CCDDR (not subject to capture by TIF)	0.0576	1.38%	\$	534	\$	534	\$	534	\$	30,874	\$	44,105	\$	46,311	\$	46,311	\$	47,700	\$	47,700	\$	49,131	\$	49,131
	Osage Beach Fire (showing not captured by TIF)	0.7434	17.86%	\$	6,898	\$	6,898	\$	6,898	\$	398,465	\$	569,236	\$	597,698	\$	597,698	\$	615,629	\$	615,629	\$	634,098	\$	634,098
	Camden School	2.9700	71.34%	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560
	Osage Beach Road/Bridge	0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021
Total		4.1633	100%	\$	38,633	\$	38,633	\$	38,633	\$	476,341	\$	667,235	\$	699,050	\$	699,050	\$	719,094	\$	719,094	\$	739,739	\$	739,739
Estimated Real Estate Taxes to Taxing District																									
WITHOUT TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033										
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	927,930	\$	927,930	\$	937,209	\$	937,209	\$	946,581	\$	946,581	\$	956,047	\$	956,047
Taxing Jurisdiction		Levy Amount	Levy as % of Total																						
	State of Missouri (not subject to capture by TIF)	0.0300	0.72%	\$	278	\$	278	\$	278	\$	278	\$	278	\$	281	\$	281	\$	284	\$	284	\$	287	\$	287
	Camden County	0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,031	\$	1,031	\$	1,041	\$	1,041	\$	1,052	\$	1,052
	Senior Citizen Tax	0.0460	1.10%	\$	427	\$	427	\$	427	\$	427	\$	427	\$	431	\$	431	\$	435	\$	435	\$	440	\$	440
	Library Tax	0.0963	2.31%	\$	894	\$	894	\$	894	\$	894	\$	894	\$	903	\$	903	\$	912	\$	912	\$	921	\$	921
	SB40 CCDDR (not subject to capture by TIF)	0.0576	1.38%	\$	534	\$	534	\$	534	\$	534	\$	534	\$	540	\$	540	\$	545	\$	545	\$	551	\$	551
	Osage Beach Fire (showing not captured by TIF)	0.7434	17.86%	\$	6,898	\$	6,898	\$	6,898	\$	6,898	\$	6,898	\$	6,967	\$	6,967	\$	7,037	\$	7,037	\$	7,107	\$	7,107
	Camden School	2.9700	71.34%	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,835	\$	27,835	\$	28,113	\$	28,113	\$	28,395	\$	28,395
	Osage Beach Road/Bridge	0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,031	\$	1,031	\$	1,041	\$	1,041	\$	1,052	\$	1,052
Total		4.1633	100%	\$	38,633	\$	38,633	\$	38,633	\$	38,633	\$	38,633	\$	39,019	\$	39,019	\$	39,409	\$	39,409	\$	39,803	\$	39,803
Assumed Growth Rate Without TIF:				1.01																					

Estimated Commercial Surcharge																										
WITH TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value			\$	927,930	\$	927,930	\$	927,930	\$	53,600,400	\$	76,572,000	\$	80,400,600	\$	80,400,600	\$	82,812,618	\$	82,812,618	\$	85,296,997	\$	85,296,997		
Tax Type			Levy Amount (2022)		Levy as % of Total																					
Commercial Surcharge			0.0300	100.00%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
Total			0.0300	100%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
Estimated Commercial Surcharge																										
WITHOUT TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value			\$	927,930	\$	927,930	\$	927,930	\$	927,930	\$	937,209	\$	937,209	\$	946,581	\$	946,581	\$	956,047	\$	956,047	\$	956,047		
Tax Type			Levy Amount		Levy as % of Total																					
Commercial Surcharge (not currently collected as no commercial activity)			0.0300	100.00%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total			0.0300	100%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Estimated Real Estate Taxes to Taxing Districts														Note: The shaded area denotes period after projected payoff of TIF				
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS	
Assessed Value				\$ 87,855,906	\$ 87,855,906	\$ 90,491,584	\$ 90,491,584	\$ 93,206,331	\$ 93,206,331	\$ 96,002,521	\$ 96,002,521	\$ 98,882,597	\$ 98,882,597	\$ 101,849,075	\$ 101,849,075	\$ 104,904,547	\$ 1,870,529,263	
Taxing Jurisdiction				Levy Amount	Levy as % of Total													
	State of Missouri (not subject to capture by TIF)	0.0300	0.72%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159	
	Camden County	0.1100	2.64%	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 112,034	\$ 112,034	\$ 115,395	\$ 359,877	
	Senior Citizen Tax	0.0460	1.10%	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 46,851	\$ 46,851	\$ 48,256	\$ 150,494	
	Library Tax	0.0963	2.31%	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 98,081	\$ 98,081	\$ 101,023	\$ 315,056	
	SB40 CCDDR (not subject to capture by TIF)	0.0576	1.38%	\$ 50,605	\$ 50,605	\$ 52,123	\$ 52,123	\$ 53,687	\$ 53,687	\$ 55,297	\$ 55,297	\$ 56,956	\$ 56,956	\$ 58,665	\$ 58,665	\$ 60,425	\$ 1,077,425	
	Osage Beach Fire (showing not captured by TIF)	0.7434	17.86%	\$ 653,121	\$ 653,121	\$ 672,714	\$ 672,714	\$ 692,896	\$ 692,896	\$ 713,683	\$ 713,683	\$ 735,093	\$ 735,093	\$ 757,146	\$ 757,146	\$ 779,860	\$ 13,905,515	
	Camden School	2.9700	71.34%	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 3,024,918	\$ 3,024,918	\$ 3,115,665	\$ 9,716,690	
	Osage Beach Road/Bridge	0.1100	2.64%	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 112,034	\$ 112,034	\$ 115,395	\$ 359,877	
Total		4.1633	100%	\$ 761,004	\$ 761,004	\$ 782,906	\$ 782,906	\$ 805,466	\$ 805,466	\$ 828,702	\$ 828,702	\$ 852,636	\$ 852,636	\$ 4,240,283	\$ 4,240,283	\$ 4,367,491	\$ 26,446,094	
														Note: TIF District will expire prior to payment of real estate taxes				
Estimated Real Estate Taxes to Taxing District														2044	2045	2046	TOTALS	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	1,014,863	1,014,863	1,025,012	22,297,274	
Assessed Value				\$ 965,608	\$ 965,608	\$ 975,264	\$ 975,264	\$ 985,016	\$ 985,016	\$ 994,867	\$ 994,867	\$ 1,004,815	\$ 1,004,815	\$ 1,014,863	\$ 1,014,863	\$ 1,025,012	\$ 22,297,274	
Taxing Jurisdiction				Levy Amount	Levy as % of Total													
	State of Missouri (not subject to capture by TIF)	0.0300	0.72%	\$ 290	\$ 290	\$ 293	\$ 293	\$ 296	\$ 296	\$ 298	\$ 298	\$ 301	\$ 301	\$ 304	\$ 304	\$ 308	\$ 6,689	
	Camden County	0.1100	2.64%	\$ 1,062	\$ 1,062	\$ 1,073	\$ 1,073	\$ 1,084	\$ 1,084	\$ 1,094	\$ 1,094	\$ 1,105	\$ 1,105	\$ 1,116	\$ 1,116	\$ 1,128	\$ 24,527	
	Senior Citizen Tax	0.0460	1.10%	\$ 444	\$ 444	\$ 449	\$ 449	\$ 453	\$ 453	\$ 458	\$ 458	\$ 462	\$ 462	\$ 467	\$ 467	\$ 472	\$ 10,257	
	Library Tax	0.0963	2.31%	\$ 930	\$ 930	\$ 939	\$ 939	\$ 949	\$ 949	\$ 958	\$ 958	\$ 968	\$ 968	\$ 977	\$ 977	\$ 987	\$ 21,472	
	SB40 CCDDR (not subject to capture by TIF)	0.0576	1.38%	\$ 556	\$ 556	\$ 562	\$ 562	\$ 567	\$ 567	\$ 573	\$ 573	\$ 579	\$ 579	\$ 585	\$ 585	\$ 590	\$ 12,843	
	Osage Beach Fire (showing not captured by TIF)	0.7434	17.86%	\$ 7,178	\$ 7,178	\$ 7,250	\$ 7,250	\$ 7,323	\$ 7,323	\$ 7,396	\$ 7,396	\$ 7,470	\$ 7,470	\$ 7,544	\$ 7,544	\$ 7,620	\$ 165,758	
	Camden School	2.9700	71.34%	\$ 28,679	\$ 28,679	\$ 28,965	\$ 28,965	\$ 29,255	\$ 29,255	\$ 29,548	\$ 29,548	\$ 29,843	\$ 29,843	\$ 30,141	\$ 30,141	\$ 30,443	\$ 662,229	
	Osage Beach Road/Bridge	0.1100	2.64%	\$ 1,062	\$ 1,062	\$ 1,073	\$ 1,073	\$ 1,084	\$ 1,084	\$ 1,094	\$ 1,094	\$ 1,105	\$ 1,105	\$ 1,116	\$ 1,116	\$ 1,128	\$ 24,527	
Total		4.1633	100%	\$40,201	\$40,201	\$40,603	\$40,603	\$41,009	\$41,009	\$41,419	\$41,419	\$41,833	\$41,833	\$42,252	\$42,252	\$42,674	\$928,302	
														Note: TIF District will expire prior to payment of real estate taxes				
Assumed Growth Rate Without TIF:				1.01														
Estimated Commercial Surcharge														2044	2045	2046	TOTALS	
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	101,849,075	101,849,075	104,904,547	1,870,529,263	
Assessed Value				\$ 87,855,906	\$ 87,855,906	\$ 90,491,584	\$ 90,491,584	\$ 93,206,331	\$ 93,206,331	\$ 96,002,521	\$ 96,002,521	\$ 98,882,597	\$ 98,882,597	\$ 101,849,075	\$ 101,849,075	\$ 104,904,547	\$ 1,870,529,263	
Tax Type				Levy Amount (2022)	Levy as % of Total													
	Commercial Surcharge	0.0300	100.00%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159	
Total		0.0300	100%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159	
														Note: TIF District will expire prior to payment of real estate taxes				
Estimated Commercial Surcharge														2044	2045	2046	TOTALS	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	1,014,863	1,014,863	1,025,012	22,297,274	
Assessed Value				\$ 965,608	\$ 965,608	\$ 975,264	\$ 975,264	\$ 985,016	\$ 985,016	\$ 994,867	\$ 994,867	\$ 1,004,815	\$ 1,004,815	\$ 1,014,863	\$ 1,014,863	\$ 1,025,012	\$ 22,297,274	
Tax Type				Levy Amount	Levy as % of Total													
	Commercial Surcharge (not currently collected as no commercial activity)	0.0300	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total		0.0300	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Estimated Utility Tax Distribution																													
WITH TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033															
Utility Usage			\$	-	\$	-	\$	-	\$	600,000	\$	618,000	\$	636,540	\$	655,636	\$	675,305	\$	695,564	\$	716,431	\$	737,924					
					Levy Amount (Commercial)	Levy as % of Total																							
Tax Type					10.00%	100%		\$	-	\$	-	\$	-	\$	30,000	\$	30,900	\$	31,827	\$	32,782	\$	33,765	\$	34,778	\$	35,822	\$	36,896
Total					10.00%	100%		\$	-	\$	-	\$	-	\$	30,000	\$	30,900	\$	31,827	\$	32,782	\$	33,765	\$	34,778	\$	35,822	\$	36,896
Commercial Square Footage:					400,000																								
Assumed Growth Rate					1.03																								

Estimated Utility Tax Distribution																					
WITHOUT TIF				BASE (2023)		2024	2025		2026	2027		2028	2029		2030	2031		2032	2033		
Utility Usage				\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		
Tax Type				Levy Amount (Commercial)		Levy as % of Total															
Utility Tax				10.00%		100%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
Total				10.00%		100%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	

Estimated Retail Sales Tax Distribution																
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Retail Sales (excluding hotel room sales)				\$	-	\$ 15,750,000	\$ 48,375,000	\$ 69,000,000	\$ 72,450,000	\$ 74,261,250	\$ 76,117,781	\$ 78,020,726	\$ 79,971,244	\$ 81,970,525	\$ 84,019,788	
Tax Type		Levy Amount	Levy as % of Total													
	State (not captured by TIF)	4.225%	41.32%	\$	-	\$ 665,438	\$ 2,043,844	\$ 2,915,250	\$ 3,061,013	\$ 3,137,538	\$ 3,215,976	\$ 3,296,376	\$ 3,378,785	\$ 3,463,255	\$ 3,549,836	
	County - General	1.000%	9.78%	\$	-	\$ 78,750	\$ 241,875	\$ 345,000	\$ 362,250	\$ 371,306	\$ 380,589	\$ 390,104	\$ 399,856	\$ 409,853	\$ 420,099	
	County - LEST	0.500%	4.89%	\$	-	\$ 39,375	\$ 120,938	\$ 172,500	\$ 181,125	\$ 185,653	\$ 190,294	\$ 195,052	\$ 199,928	\$ 204,926	\$ 210,049	
	City - General	1.000%	9.78%	\$	-	\$ 78,750	\$ 241,875	\$ 345,000	\$ 362,250	\$ 371,306	\$ 380,589	\$ 390,104	\$ 399,856	\$ 409,853	\$ 420,099	
	City - Capital Projects	0.500%	4.89%	\$	-	\$ 39,375	\$ 120,938	\$ 172,500	\$ 181,125	\$ 185,653	\$ 190,294	\$ 195,052	\$ 199,928	\$ 204,926	\$ 210,049	
	Osage Beach Fire Protection District	0.500%	4.89%	\$	-	\$ 39,375	\$ 120,938	\$ 172,500	\$ 181,125	\$ 185,653	\$ 190,294	\$ 195,052	\$ 199,928	\$ 204,926	\$ 210,049	
	City - Transportation	0.500%	4.89%	\$	-	\$ 39,375	\$ 120,938	\$ 172,500	\$ 181,125	\$ 185,653	\$ 190,294	\$ 195,052	\$ 199,928	\$ 204,926	\$ 210,049	
	CID - Lakeport Village	1.000%	9.78%	\$	-	\$ 78,750	\$ 241,875	\$ 345,000	\$ 362,250	\$ 371,306	\$ 380,589	\$ 390,104	\$ 399,856	\$ 409,853	\$ 420,099	
	TDD - Lakeport Village	1.000%	9.78%	\$	-	\$ 78,750	\$ 241,875	\$ 345,000	\$ 362,250	\$ 371,306	\$ 380,589	\$ 390,104	\$ 399,856	\$ 409,853	\$ 420,099	
Total		10.225%	100%	\$	-	\$ 1,137,938	\$ 3,495,094	\$ 4,985,250	\$ 5,234,513	\$ 5,365,375	\$ 5,499,510	\$ 5,636,997	\$ 5,777,922	\$ 5,922,370	\$ 6,070,430	
Growth Rate during stabilization: 5%				1.05												
				1.03												
Growth Rate after Stabilization: 3%																

Estimated Retail Sales Tax Distribution														
WITHOUT TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Retail Sales			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Type		Levy Amount	Levy as % of Total											
State (not captured by TIF)		4.225%	41.320%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
County - General		1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
County - LEST		0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City - General		1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City - Capital Projects		0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Osage Beach Fire Protection District		0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City - Transportation		0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CID - Lakeport Village		1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TDD - Lakeport Village		1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		10.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Utility Tax Distribution																				
WITH TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Utility Usage					\$ 760,062	\$ 782,864	\$ 806,350	\$ 830,540	\$ 855,457	\$ 881,120	\$ 907,554	\$ 934,780	\$ 962,824	\$ 991,709	\$ 1,021,460	\$ 1,052,104	\$ 1,083,667	\$ 17,205,891		
Tax Type					Levy Amount (Commercial)	Levy as % of Total														
Utility Tax					10.00%	100%	\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739	\$ 48,141	\$ 49,585	\$ 102,146	\$ 105,210	\$ 108,367	\$ 1,018,156
Total					10.00%	100%	\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739	\$ 48,141	\$ 49,585	\$ 102,146	\$ 105,210	\$ 108,367	\$ 1,018,156
Commercial Square Footage:					400,000															
Assumed Growth Rate					1.03															
Estimated Utility Tax Distribution																				
WITHOUT TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Utility Usage					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Tax Type					Levy Amount (Commercial)	Levy as % of Total														
Utility Tax					10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total					10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Retail Sales Tax Distribution																				
WITH TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Retail Sales (excluding hotel room sales)					\$ 86,120,283	\$ 88,273,290	\$ 90,480,122	\$ 92,742,125	\$ 95,060,678	\$ 97,437,195	\$ 99,873,125	\$ 102,369,953	\$ 104,929,202	\$ 107,552,432	\$ 110,241,243	\$ 112,997,274	\$ 77,214,804	\$ 1,945,228,042		
Tax Type					Levy Amount	Levy as % of Total														
State (not captured by TIF)					4.225%	41.32%	\$ 3,638,582	\$ 3,729,546	\$ 3,822,785	\$ 3,918,355	\$ 4,016,314	\$ 4,116,722	\$ 4,219,640	\$ 4,325,131	\$ 4,433,259	\$ 4,544,090	\$ 4,657,693	\$ 4,774,135	\$ 3,262,325	\$ 82,185,885
County - General					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
County - LEST					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
City - General					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
City - Capital Projects					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
Osage Beach Fire Protection District					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
City - Transportation					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
CID - Lakeport Village					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
TDD - Lakeport Village					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
Total					10.225%	100%	\$ 6,222,190	\$ 6,377,745	\$ 6,537,189	\$ 6,700,619	\$ 6,868,134	\$ 7,039,837	\$ 7,215,833	\$ 7,396,229	\$ 7,581,135	\$ 7,770,663	\$ 11,272,167	\$ 11,553,971	\$ 7,895,214	\$ 149,556,326
Growth Rate during stabilization: 5%					1.05															
Growth Rate after Stabilization: 3%					1.03															
Estimated Retail Sales Tax Distribution																				
WITHOUT TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Retail Sales					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Tax Type					Levy Amount	Levy as % of Total														
State (not captured by TIF)					4.225%	41.320%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
County - General					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
County - LEST					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
City - General					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
City - Capital Projects					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Osage Beach Fire Protection District					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
City - Transportation					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
CID - Lakeport Village					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TDD - Lakeport Village					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total					10.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		

Estimated Hotel Sales Tax Distribution														
WITH TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Sales (not captured by TIF)				\$ -	\$ -	\$ -	\$23,000,000	24,150,000	24,874,500	25,620,735	26,389,357	27,181,038	27,996,469	28,836,363
Tax Type		Levy Amount	Levy as % of Total											
	State	4.225%	31.95%	\$0	\$0	\$0	\$ 971,750	\$ 1,020,338	\$ 1,050,948	\$ 1,082,476	\$ 1,114,950	\$ 1,148,399	\$ 1,182,851	\$ 1,218,336
	County - General	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	County - LEST	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	City - General	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	City - Capital Projects	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	City - Transportation	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	Osage Beach Fire Protection District	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	County Portion of Hotel Tax	2.000%	15.12%	\$0	\$0	\$0	\$ 460,000	\$ 483,000	\$ 497,490	\$ 512,415	\$ 527,787	\$ 543,621	\$ 559,929	\$ 576,727
	City Portion of Hotel Tax	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	CID - Lakeport Village	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	TDD - Lakeport Village	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
Total		13.225%	100%	\$0	\$0	\$0	\$3,041,750	\$3,193,838	\$3,289,653	\$3,388,342	\$3,489,992	\$3,594,692	\$3,702,533	\$3,813,609
Growth Rate during stabilization: 5%		1.05												
Growth Rate after Stabilization: 3%		1.03												
Estimated Hotel Sales Tax Distribution														
WITHOUT TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Sales				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Type		Levy Amount	Levy as % of Total											
	State	4.225%	31.95%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County - LEST	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - Capital Projects	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - Transportation	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Osage Beach Fire Protection District	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County Portion of Hotel Tax	2.000%	15.12%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City Portion of Hotel Tax	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CID - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TDD - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		13.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Hotel Sales Tax Distribution																	TOTALS
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	
Hotel Room Sales (not captured by TIF)				29,701,454	30,592,497	31,510,272	32,455,581	33,429,248	34,432,125	35,465,089	36,529,042	37,624,913	38,753,661	39,916,270	41,113,758	42,347,171	\$ 671,919,544
Tax Type		Levy Amount	Levy as % of Total														
	State	4.225%	31.95%	\$ 1,254,886	\$ 1,292,533	\$ 1,331,309	\$ 1,371,248	\$ 1,412,386	\$ 1,454,757	\$ 1,498,400	\$ 1,543,352	\$ 1,589,653	\$ 1,637,342	\$ 1,686,462	\$ 1,737,056	\$ 1,789,168	\$28,388,601
	County - General	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195
	County - LEST	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598
	City - General	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195
	City - Capital Projects	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598
	City - Transportation	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598
	Osage Beach Fire Protection District	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598
	County Portion of Hotel Tax	2.000%	15.12%	\$ 594,029	\$ 611,850	\$ 630,205	\$ 649,112	\$ 668,585	\$ 688,643	\$ 709,302	\$ 730,581	\$ 752,498	\$ 775,073	\$ 798,325	\$ 822,275	\$ 846,943	\$13,438,391
	City Portion of Hotel Tax	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195
	CID - Lakeport Village	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195
	TDD - Lakeport Village	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195
Total		13.225%	100%	\$3,928,017	\$4,045,858	\$4,167,234	\$4,292,251	\$4,421,018	\$4,553,649	\$4,690,258	\$4,830,966	\$4,975,895	\$5,125,172	\$ 5,278,927	\$ 5,437,295	\$ 5,600,413	\$88,861,360
Growth Rate during stabilization: 5%		1.05															
Growth Rate after Stabilization: 3%		1.03															
Estimated Hotel Sales Tax Distribution																	TOTALS
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	
Hotel Room Sales				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Type		Levy Amount	Levy as % of Total														
	State	4.225%	31.95%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	County - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	County - LEST	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	City - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	City - Capital Projects	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	City - Transportation	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	Osage Beach Fire Protection District	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	County Portion of Hotel Tax	2.000%	15.12%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	City Portion of Hotel Tax	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	CID - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1
	TDD - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2
Total		13.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Commercial Personal Property Taxes to Taxing Districts																									
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033										
Assessed Value				\$0		\$0	\$12,632,070	\$19,964,670	\$20,164,317	\$20,365,960	\$20,569,619	\$20,775,316	\$20,983,069	\$21,192,900	\$21,404,829										
Taxing Jurisdiction				Levy Amount		Levy as % of Total																			
	State of Missouri	0.0300	0.72%	\$	-	\$	-	\$	3,790	\$	5,989	\$	6,049	\$	6,110	\$	6,171	\$	6,233	\$	6,295	\$	6,358	\$	6,421
	Camden County	0.1100	2.64%	\$	-	\$	-	\$	13,895	\$	21,961	\$	22,181	\$	22,403	\$	22,627	\$	22,853	\$	23,081	\$	23,312	\$	23,545
	Senior Citizen Tax	0.0460	1.10%	\$	-	\$	-	\$	5,811	\$	9,184	\$	9,276	\$	9,368	\$	9,462	\$	9,557	\$	9,652	\$	9,749	\$	9,846
	Library Tax	0.0963	2.31%	\$	-	\$	-	\$	12,165	\$	19,226	\$	19,418	\$	19,612	\$	19,809	\$	20,007	\$	20,207	\$	20,409	\$	20,613
	SB40 CCDDR	0.0576	1.38%	\$	-	\$	-	\$	7,276	\$	11,500	\$	11,615	\$	11,731	\$	11,848	\$	11,967	\$	12,086	\$	12,207	\$	12,329
	Osage Beach Fire	0.7434	17.86%	\$	-	\$	-	\$	93,907	\$	148,417	\$	149,902	\$	151,401	\$	152,915	\$	154,444	\$	155,988	\$	157,548	\$	159,123
	Camden School	2.9700	71.34%	\$	-	\$	-	\$	375,172	\$	592,951	\$	598,880	\$	604,869	\$	610,918	\$	617,027	\$	623,197	\$	629,429	\$	635,723
	Osage Beach Road/Bridge	0.1100	2.64%	\$	-	\$	-	\$	13,895	\$	21,961	\$	22,181	\$	22,403	\$	22,627	\$	22,853	\$	23,081	\$	23,312	\$	23,545
Total		4.1633	100%	\$	-	\$	-	\$	525,911	\$	831,189	\$	839,501	\$	847,896	\$	856,375	\$	864,939	\$	873,588	\$	882,324	\$	891,147

Assumed personal property expenditure annual increase: 1.01

Estimated Commercial Personal Property Taxes to Taxing District														
WITHOUT TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Assessed Value				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxing Jurisdiction		Levy Amount	Levy as % of Total											
	State of Missouri	0.0300	0.72%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Camden County	0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Citizen Tax	0.0460	1.10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library Tax	0.0963	2.31%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SB40 CCDDR	0.0576	1.38%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Osage Beach Fire	0.7434	17.86%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Camden School	2.9700	71.34%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Osage Beach Road/Bridge	0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		4.1633	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated CID Special Assessments to Lakeport Community Improvement District														
WITH TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
<u>Hotel Room Nights</u>				94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900
Taxing Jurisdiction		Levy Amount	Assessment as % of Total											
CID - Lakeport Village		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500
Total:		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500

400 Total Rooms
65% Average Occupancy
365 Total Days
\$5 Occupancy Fee

Estimated CID Special Assessments to Lakeport Community Improvement District														
WITHOUT TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Nights				0	0	0	0	0	0	0	0	0	0	0
Taxing Jurisdiction		Levy Amount	Assessment as % of Total											
CID Lakeport Village		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Commercial Personal Property Taxes to Taxing Districts																	
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Assessed Value				\$21,618,877	\$21,835,066	\$22,053,416	\$22,273,950	\$22,496,690	\$22,721,657	\$22,948,873	\$23,178,362	\$23,410,146	\$23,644,247	\$23,880,690	\$24,119,497	\$24,360,691	\$476,594,910
Taxing Jurisdiction		Levy Amount	Levy as % of Total														
State of Missouri		0.0300	0.72%	\$ 6,486	\$ 6,551	\$ 6,616	\$ 6,682	\$ 6,749	\$ 6,816	\$ 6,885	\$ 6,954	\$ 7,023	\$ 7,093	\$ 7,164	\$ 7,236	\$ 7,308	\$ 142,978
Camden County		0.1100	2.64%	\$ 23,781	\$ 24,019	\$ 24,259	\$ 24,501	\$ 24,746	\$ 24,994	\$ 25,244	\$ 25,496	\$ 25,751	\$ 26,009	\$ 26,269	\$ 26,531	\$ 26,797	\$ 524,254
Senior Citizen Tax		0.0460	1.10%	\$ 9,945	\$ 10,044	\$ 10,145	\$ 10,246	\$ 10,348	\$ 10,452	\$ 10,556	\$ 10,662	\$ 10,769	\$ 10,876	\$ 10,985	\$ 11,095	\$ 11,206	\$ 219,234
Library Tax		0.0963	2.31%	\$ 20,819	\$ 21,027	\$ 21,237	\$ 21,450	\$ 21,664	\$ 21,881	\$ 22,100	\$ 22,321	\$ 22,544	\$ 22,769	\$ 22,997	\$ 23,227	\$ 23,459	\$ 458,961
SB40 CCDDR		0.0576	1.38%	\$ 12,452	\$ 12,577	\$ 12,703	\$ 12,830	\$ 12,958	\$ 13,088	\$ 13,219	\$ 13,351	\$ 13,484	\$ 13,619	\$ 13,755	\$ 13,893	\$ 14,032	\$ 274,519
Osage Beach Fire		0.7434	17.86%	\$ 160,715	\$ 162,322	\$ 163,945	\$ 165,585	\$ 167,240	\$ 168,913	\$ 170,602	\$ 172,308	\$ 174,031	\$ 175,771	\$ 177,529	\$ 179,304	\$ 181,097	\$ 3,543,007
Camden School		2.9700	71.34%	\$ 642,081	\$ 648,501	\$ 654,986	\$ 661,536	\$ 668,152	\$ 674,833	\$ 681,582	\$ 688,397	\$ 695,281	\$ 702,234	\$ 709,256	\$ 716,349	\$ 723,513	\$ 14,154,869
Osage Beach Road/Bridge		0.1100	2.64%	\$ 23,781	\$ 24,019	\$ 24,259	\$ 24,501	\$ 24,746	\$ 24,994	\$ 25,244	\$ 25,496	\$ 25,751	\$ 26,009	\$ 26,269	\$ 26,531	\$ 26,797	\$ 524,254
Total		4.1633	100%	\$ 900,059	\$ 909,059	\$ 918,150	\$ 927,331	\$ 936,605	\$ 945,971	\$ 955,430	\$ 964,985	\$ 974,635	\$ 984,381	\$ 994,225	\$ 1,004,167	\$ 1,014,209	\$ 19,842,076
Assumed personal property expenditure annual increase:				1.01													
Estimated Commercial Personal Property Taxes to Taxing District																	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Assessed Value				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxing Jurisdiction		Levy Amount	Levy as % of Total														
State of Missouri		0.0300	0.72%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Camden County		0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Senior Citizen Tax		0.0460	1.10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Library Tax		0.0963	2.31%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SB40 CCDDR		0.0576	1.38%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Osage Beach Fire		0.7434	17.86%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Camden School		2.9700	71.34%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Osage Beach Road/Bridge		0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		4.1633	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated CID Special Assessments to Lakeport Community Improvement District																	
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Hotel Room Nights				94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	102,200
Taxing Jurisdiction		Levy Amount	Assessment as % of Total														
CID - Lakeport Village		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$11,388,000
Total:		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$11,388,000
400 Total Rooms																	
65% Average Occupancy																	
365 Total Days																	
\$5 Occupancy Fee																	
Estimated CID Special Assessments to Lakeport Community Improvement District																	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Hotel Room Nights				0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxing Jurisdiction		Levy Amount	Assessment as % of Total														
CID Lakeport Village		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Sources and Uses

Lakeport Village Sources & Uses	
Uses	
Entertainment & Restaurants	\$ 99,950,000
Parking	\$ 35,000,000
Outdoor Attractions and Related Uses	\$ 42,000,000
Hotel	\$ 180,000,000
Total	\$ 356,950,000
Sources	
Investor Equity	\$ 90,182,203
Super TIF/TIF/CID/TDD Financing	\$ 78,468,545
Construction Loan	\$ 172,131,032
Additional Financing	\$ 16,168,220
Total	\$ 356,950,000

Construction Schedule

Use	Estimated Outside Construction Start Date	Estimated Outside Date for Construction Completion
Entertainment and Restaurants	June 1, 2023	August 1, 2024
Parking Structure	June 1, 2023	August 1, 2024
Outdoor Attractions and Related Uses	January 1, 2024	January 1, 2027
Hotel	January 1, 2024	January 1, 2027

Note: These dates are merely estimates and are subject to change based on the timing of approvals, market conditions, tenant preferences, and other economic factors.

Operating Pro Forma And Return Analysis

OPERATING PRO FORMA AND RETURN ANALYSIS												
	2024	2025	2026	STABILIZED 2027	2028	2029	2030	2031	2032	2033		
INCOME (w/ vacancy)												
Amusement / Arcade	\$ 14,000,000	\$ 21,000,000	\$ 28,000,000	\$ 31,500,000	\$ 32,445,000	\$ 33,418,350	\$ 34,420,901	\$ 35,453,528	\$ 36,517,133	\$ 37,612,647		
Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Waterpark / Biergarten	\$ -	\$ -	\$ 8,000,000	\$ 15,000,000	\$ 15,450,000	\$ 15,913,500	\$ 16,390,905	\$ 16,882,632	\$ 17,389,111	\$ 17,910,784		
Hotel / Conference / F & B	\$ -	\$ -	\$ 15,000,000	\$ 40,000,000	\$ 41,200,000	\$ 42,436,000	\$ 43,709,080	\$ 45,020,352	\$ 46,370,963	\$ 47,762,092		
TOTAL INCOME	\$ 14,000,000	\$ 21,000,000	\$ 51,000,000	\$ 86,500,000	\$ 89,095,000	\$ 91,767,850	\$ 94,520,886	\$ 97,356,512	\$ 100,277,207	\$ 103,285,524		
OPERATING EXPENSES												
OpEx	\$ 9,900,000	\$ 14,750,000	\$ 27,750,000	\$ 48,000,000	\$ 49,440,000	\$ 50,923,200	\$ 52,450,896	\$ 54,024,423	\$ 55,645,156	\$ 57,314,510		
Real Estate Taxes	\$ 30,921	\$ 1,786,126	\$ 2,551,609	\$ 2,679,189	\$ 2,679,189	\$ 2,759,565	\$ 2,759,565	\$ 2,842,352	\$ 2,842,352	\$ 2,927,622		
Insurance	\$ 1,000,000	\$ 1,000,000	\$ 3,500,000	\$ 5,000,000	\$ 5,150,000	\$ 5,304,500	\$ 5,463,635	\$ 5,627,544	\$ 5,796,370	\$ 5,970,261		
Reserves / Other	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000	\$ 8,500,000	\$ 9,000,000	\$ 9,500,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000		
TOTAL EXPENSES	\$ 11,930,921	\$ 18,536,126	\$ 38,801,609	\$ 64,179,189	\$ 66,269,189	\$ 68,487,265	\$ 70,674,096	\$ 72,494,319	\$ 74,283,878	\$ 76,212,394		
NET OPERATING INCOME	\$ 2,069,079	\$ 2,463,874	\$ 12,198,391	\$ 22,320,811	\$ 22,825,811	\$ 23,280,585	\$ 23,846,790	\$ 24,862,193	\$ 25,993,330	\$ 27,073,130		
C of O: TOTAL DEVELOPMENT COSTS w/o incentives	\$ 134,950,000	\$ 134,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000		
YIELD ON COST WITHOUT INCENTIVES	1.53%	1.83%	3.42%	6.25%	6.39%	6.52%	6.68%	6.97%	7.28%	7.58%		
C of O: TOTAL DEVELOPMENT COSTS with incentive				\$ 278,481,455	\$ 278,481,455	\$ 278,481,455	\$ 278,481,455	\$ 278,481,455	\$ 278,481,455	\$ 278,481,455		
YIELD ON COST WITH INCENTIVES	N/A	N/A	N/A	8.02%	8.20%	8.36%	8.56%	8.93%	9.33%	9.72%		

SUPERTIF PROJECTIONS

Year	Total Sales	Total State Sales Tax (3%)	Net New Sales Taxes (Assumed 75% of Total Sales Tax Generated)	SuperTIF Revenue (50% of Net New Revenues)	Super TIF Revenue wth 1.25 Coverage Ratio
Base	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ 15,750,000.00	\$ 472,500.00	\$ 354,375	\$ 177,188	\$ 141,750
2025	\$ 48,375,000.00	\$ 1,451,250.00	\$ 1,088,438	\$ 544,219	\$ 435,375
2026	\$ 92,000,000.00	\$ 2,760,000.00	\$ 2,070,000	\$ 1,035,000	\$ 828,000
2027	\$ 96,600,000.00	\$ 2,898,000.00	\$ 2,173,500	\$ 1,086,750	\$ 869,400
2028	\$ 99,015,000.00	\$ 2,970,450.00	\$ 2,227,838	\$ 1,113,919	\$ 891,135
2029	\$ 101,490,375.00	\$ 3,044,711.25	\$ 2,283,533	\$ 1,141,767	\$ 913,413
2030	\$ 104,027,634.38	\$ 3,120,829.03	\$ 2,340,622	\$ 1,170,311	\$ 936,249
2031	\$ 106,628,325.23	\$ 3,198,849.76	\$ 2,399,137	\$ 1,199,569	\$ 959,655
2032	\$ 109,294,033.37	\$ 3,278,821.00	\$ 2,459,116	\$ 1,229,558	\$ 983,646
2033	\$ 112,026,384.20	\$ 3,360,791.53	\$ 2,520,594	\$ 1,260,297	\$ 1,008,237
2034	\$ 114,827,043.80	\$ 3,444,811.31	\$ 2,583,608	\$ 1,291,804	\$ 1,033,443
2035	\$ 117,697,719.90	\$ 3,530,931.60	\$ 2,648,199	\$ 1,324,099	\$ 1,059,279
2036	\$ 120,640,162.90	\$ 3,619,204.89	\$ 2,714,404	\$ 1,357,202	\$ 1,085,761
2037	\$ 123,656,166.97	\$ 3,709,685.01	\$ 2,782,264	\$ 1,391,132	\$ 1,112,906
2038	\$ 126,747,571.14	\$ 3,802,427.13	\$ 2,851,820	\$ 1,425,910	\$ 1,140,728
2039	\$ 129,916,260.42	\$ 3,897,487.81	\$ 2,923,116	\$ 1,461,558	\$ 1,169,246
2040	\$ 133,164,166.93	\$ 3,994,925.01	\$ 2,996,194	\$ 1,498,097	\$ 1,198,478
2041	\$ 136,493,271.11	\$ 4,094,798.13	\$ 3,071,099	\$ 1,535,549	\$ 1,228,439
2042	\$ 139,905,602.88	\$ 4,197,168.09	\$ 3,147,876	\$ 1,573,938	\$ 1,259,150
2043	\$ 143,403,242.96	\$ 4,302,097.29	\$ 3,226,573	\$ 1,613,286	\$ 1,290,629
2044	\$ 146,988,324.03	\$ 4,409,649.72	\$ 3,307,237	\$ 1,653,619	\$ 1,322,895
2045	\$ 150,663,032.13	\$ 4,519,890.96	\$ 3,389,918	\$ 1,694,959	\$ 1,355,967
2046	\$ 102,953,071.96	\$ 3,088,592.16	\$ 2,316,444	\$ 1,158,222	\$ 926,578
Total:				\$ 28,937,952	\$ 23,150,362
NPV @ 7%:				\$ 13,620,591	\$ 10,896,473

Note: Assumed Department of Economic Development determines only 75% of Sales Tax Generated within Project Area are "Net New" and eligible for Project

Assumptions

Lakeport - Assumptions	
\$927,930	2022 Assessed Value of Property
4.193300%	2022 real estate tax rate
0.0300%	State of Missouri
0.0300%	Commercial
0.0576%	SB-40
0.7434%	Fire District
3.332300%	TIF-eligible real estate tax rate
	Assumes tax rate for future years will be equal to 2022 rate
\$ 927,930	Assumes 2023 assessed value will be equal to 2022 value
\$ 927,930	Assumes 2024 Assessed Value will be equal to 2023 value as non-assessment year and mostly site infrastructure work in 2024
\$ 53,600,400	2025 Assessed Value calculated based upon cost approach assuming:
\$ 53,600,400.00	Commercial Assessed Value
	0.32 Commercial Assessment Rate
	Multiplied by
\$ 167,501,250	FMV as of 1/1/2025, based upon
\$ 319,050,000	Total Land plus costs (not inclusive of rides and other personal property)
	multiplied by
	75% Discount to reflect subsidy
	multiplied by
	70% Assumed percentage completion as of 1/1/25
\$ 76,572,000	2026 Assessed Value calculated based upon cost approach assuming 100% Hotel Completion in 2025 and Reassessment prior to 1/1/26:
\$ 76,572,000.00	Commercial Assessed Value
	0.32 Commercial Assessment Rate
	Multiplied by
\$ 239,287,500	FMV as of 1/1/2026, based upon
\$ 319,050,000	Total Land plus costs
	multiplied by
	75% Discount to reflect subsidy
	multiplied by
	100% Assumed percentage completion as of 1/1/26
\$ 80,400,600	2027 Assessed Value calculating based upon 2026 Assessed Value and Growth Rate
	5% Growth Rate Prior to Stabilization (2027)
	3% Assumed average biannual growth rate of assessed values following 2027
	5% Retail Sales Growth Rate Prior To Stabilization (2027)
	3% Assumed average annual growth rate of Retail Sales (after 2027)
	4.000% Assumed TIF-eligible sales tax rate
	1% Proposed CID Sales Tax Rate
	1% Proposed TDD Sales Tax Rate
	3% Assumed State Tax Rate (General Revenue Portion)
	75% Assumed Net New Sales Tax
\$ 15,750,000	Total 2024 Revenues (Sales Tax eligible)
\$ 48,375,000	Total 2025 Revenues (Sales Tax eligible; Exclusive of hotel room sales - not captured by TIF)
\$ 50,291,667	Total 2025 Revenues (Sales Tax Eligible; Inclusive of hotel room sales - for CID/TDD/SuperTIF)
\$ 69,000,000	Total 2026 Revenues (Exclusive of hotel room sales - not captured by TIF)
\$ 92,000,000	Total 2026 Revenues (Inclusive of hotel room sales - for CID/TDD/SuperTIF)
\$23,000,000	Total 2026 Hotel Room Revenue
\$ 45,500,000	Total 2026 Hotel Sales Revenues
\$ 37,900,000	Total 2025 Personal Property (1/1/25)
\$ 59,900,000	Total 2026 Personal Property (1/1/26)
	33.33% Personal Property Assessed Value Rate
NOTE: The projections contained herein are merely estimates or forward-looking projections based upon assumptions and information provided by the Developer (and its representatives and/or affiliates), its prospective tenants, the City of Osage Beach or others. There is no guaranty or assurance that future performance will match these assumptions, as they are subject to a wide range of market and other risks or factors.	

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 2, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2024.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - The City Council Authorization Form must be completed before we receive any funds.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This form is a requirement of the Missouri Department of Transportation Highway Safety and Traffic Division. This form must be signed by the Mayor and Board of Aldermen/City Council giving the Police Department the permission to participate in Missouri's Highway Safety Program. We have applied for overtime funds to assist in a Hazardous Moving Violation (\$10,945.00) and DWI Enforcement (\$8,057.00) overtime projects.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor