

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

April 6, 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

PROCLAMATIONS

- A. Proclamation authorizing the Mayor
National Public Safety Telecommunications Week - April 9-15, 2023
National Volunteer Week - April 16-22, 2023

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting March 16, 2023
Minutes Special Board of Aldermen Parks Master Plan Workshop March 7, 2023
- ▶ Bills List - April 6, 2023
- ▶ Liquor Licenses - The Sanctuary Brewpub & Event Venue - 5716 Osage Beach Parkway

UNFINISHED BUSINESS

- A. Bill 23-15 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Beach Drive Community Improvement District, Approving a Cooperation and Transportation Project Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further actions in connection therewith. *Second Reading*
- B. Bill 23-16 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.010 Definitions, 235.020 Rules And Regulations, 235.030 Violations, 235.040 Inspections, 235.050 Bonds, 235.060 Liability Insurance, 235.070 Prohibited Practices, 235.080 Required, 235.090 Applications, 235.100 Issuance, 235.110 Renewal, 235.130 Residential Containers, 235.140 Commercial Containers, 235.150 Tree Limbs, 235.160 Yard Wastes, 235.170 Location Containers, 235.210 What Will Be Collected-Items Collected Become Property Of Collection Agency, 235.220 Placement For Collection, 235.230 Bulky Rubbish, 235.240 Entry Onto Private Property. *Second Reading*
- C. Bill 23-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement No. 8 to The Professional Service Agreement with LOR Engineering, LLC dba Cochran Engineering for the design and construction phase for the reconstruction of Osage Beach Road for an amount not to exceed \$214,825.00. *Second Reading*
- D. Bill 23-18 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a three-year master service order agreement with Airespring for internet service for an amount not to exceed \$42,743.40 annually plus applicable taxes and fees. *Second Reading*
- E. Bill 23-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with Forward Slash Technologies for the installation, phone service, management, and support of a new on-premise Voice over IP phone system for an amount not to exceed \$79,649.35. *Second Reading*

NEW BUSINESS

- A. Bill 23-22 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I, Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations *First Reading*
- B. Bill 23-23 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures, to add an employment position. *First and Second Reading*
- C. Bill 23-24 - An ordinance of the City of Osage Beach, Missouri, repealing Ordinance 19.01 and vacating a portion of the Right of Way of Osage Beach Road. *First and Second Reading*
- D. Bill 23-25 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures and Revenue related to Grants received. *First Reading*
- E. Motion to approve the purchase of Laptops, Dockings Stations, Power Supplies, and Extended Warranties from Turn-Key Mobile, off of the Jasper County Sheriffs Office Cooperative Contract # JCSO 2001-001 at a price not to exceed \$53,000.00
- F. Motion to modify the original purchase price for the purchase of a 2023 Ford F450 193" WB 4X4 7.3L V* Gas Engine with Liquid Spring Suspension System and a 2022 Osage 168" Warrior Conversion Type 1 Osage Ambulance from Emergency Services Supply for a final price not to exceed \$243,931.00.

STAFF COMMUNICATIONS

- A. Department Update List - As of March 31, 2023

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 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.
- 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.
- C. 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.

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

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

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

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



PROCLAMATION

National Public Safety Telecommunications Week

April 9-15, 2023

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

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

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

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

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

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

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

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 9 through April 15, 2023 as

National Public Safety Telecommunications Week

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

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 6th day of April 2023.

Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk



***PROCLAMATION
NATIONAL VOLUNTEER WEEK
APRIL 16-22, 2023***

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

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

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

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

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

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

NOW, THEREFORE, I Michael Harmison, Mayor, do hereby proclaim April 16-22, 2023 as

NATIONAL VOLUNTEER WEEK

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

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 6th day of April 2023.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

MINUTES OF THE SPECIAL PARKS MASTER PLAN WORKSHOP
BOARD OF ALDERMEN MEETING
OF THE CITY OF OSAGE BEACH, MISSOURI
March 7, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Special Parks Master Plan Workshop on Tuesday, March 7, 2023, 6:00 p.m. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Kevin Rucker, and Alderman Bob O'Steen. Absent Alderman Schuman, Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Cole Bradbury, Assistant City Administrator Mike Welty.

NEW BUSINESS

Osage Beach Parks Master Plan

Darrin Barr with Ballard King and Associates and Dave Van Leer with Cochran Engineering were present to give an overview of the Parks Master Plan.

Discussion items:

- | | |
|---------------------------------|--|
| ❖ Potential rates of activities | ❖ Redundancy |
| ❖ Signage needs to be improved. | ❖ Endowment funds |
| ❖ Staffing and wages. | ❖ Population concerns |
| ❖ Peanick park bathrooms | ❖ Pickle ball courts and disc golf courses |
| ❖ Multiuse fields | |

Questions to be answered by Staff.

1. What is the direction from the Board?
2. List priorities of what has ability to be built.
3. What guide book is going to look like.
4. What is the next step?
 - a. Adopt plan, or in parts.
 - i. What can be done this summer?
 1. Pickle ball courts
 - a. What level of investments
 - i. Find easy project to complete.
5. Have staff put together a priority list.

Board has asked staff to put together a resolution to adopt the Parks Master Plan for the first or second meeting in April.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:00 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 March 7, 2023, and approved April 6, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
March 16, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday March 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, Alderman Kellie Schuman, and Alderman Richard Ross. Absent Alderman Tyler Becker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office. Appointed and Management staff present were Assistant City Administrator Mike Welty, Police Chief Todd Davis, City Planner Cary Patterson, Human Resource Generalist Mike Raye, Building Official Ron White, Airport Manager Ty Dinsdale, Economic Development Specialist Mitchell Moon, City Treasurer Kerri Bell, and IT Specialist Mikeal Bean.

CITIZEN'S COMMUNICATIONS

No Public Comments

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

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

Alderman Rucker made a motion to approve the second reading of Bill 23-08. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 23-08 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-08 was passed and approved as Ordinance 23.08.

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

Alderman Schuman made a motion to approve the second reading of Bill 23-09. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 23-09 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-09 was passed and approved as Ordinance 23.09.

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

Alderman Ross made a motion to approve the second reading of Bill 23-10. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 23-10 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman

Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-10 was passed and approved as Ordinance 23.10.

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. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 23-11. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 23-11 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-11 was passed and approved as Ordinance 23.11.

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. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-12. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 23-12 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-12 was passed and approved as Ordinance 23.12.

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. *Second Reading*

Alderman Sch made a motion to approve the second reading of Bill 23-13. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 23-13 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-13 was passed and approved as Ordinance 23.13.

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 InCar Cameras, Necessary Equipment, and Software Licenses through Sourcewell Contract #010720AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5-year period. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-14. This motion was seconded by Alderman O’Steen. The following roll call was taken to approve the second and final reading of Bill 23-14 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Marose, Alderman O’Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-14 was passed and approved as Ordinance 23.14.

NEW BUSINESS

Public Hearing - Beach Drive Community Improvement District (CID)

No Public Comments

Alderman Schuman made a motion to close the Public Hearing. This motion was seconded by Alderman Ross. Motion passes unanimously by voice vote.

Bill 23-15 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Beach Drive Community Improvement District, Approving a Cooperation and Transportation Project Agreement in connection with the development of property within the Community Improvement District and authorizing and directing further actions in connection therewith. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 23-15. This motion was seconded by Alderman Marose. Motion passes unanimously by voice vote.

Bill 23-16 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.010 Definitions, 235.020 Rules and Regulations, 235.030 Violations, 235.040 Inspections, 235.050 Bonds, 235.060 Liability Insurance, 235.070 Prohibited Practices, 235.080 Required, 235.090 Applications, 235.100 Issuance, 235.110 Renewal, 235.130 Residential Containers, 235.140 Commercial Containers, 235.150 Tree Limbs, 235.160 Yard Wastes, 235.170 Location Containers, 235.210 What Will Be Collected-Items Collected Become Property of Collection Agency, 235.220 Placement For Collection, 235.230 Bulky Rubbish, 235.240 Entry onto Private Property. *First Reading*

Alderman Rucker made a motion to approve the floor substitute with the correction to Bill 23-16. This motion was seconded by Alderman Marose. Motion passes unanimously by voice vote.

Alderman Schuman made a motion to approve the first reading of Bill 23-16 with the floor substitute. This motion was seconded by Alderman Rucker. Motion passes unanimously by voice vote.

Bill 23-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement No. 8 to The Professional Service Agreement with LOR Engineering, LLC dba Cochran Engineering for the design and construction phase for the reconstruction of Osage Beach Road for an amount not to exceed \$214,825.00. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-17. This motion was seconded by Alderman Ross. Motion passes unanimously by voice vote.

Bill 23-18 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a three-year master service order agreement with Airespring for internet service for an amount not to exceed \$42,743.40 annually plus applicable taxes and fees. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 23-18. This motion was seconded by Alderman O'Steen. Motion passes unanimously by voice vote.

Bill 23-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with Forward Slash Technologies for the installation, phone service, management, and support of a new on-premise Voice over IP phone system for an amount not to exceed \$79,649.35. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-19. This motion was seconded by Alderman Schuman. Motion passes unanimously by voice vote.

Motion to approve the purchase of a 2023 F250 Ford Pickup with 8' plow from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$56,021.00.

Alderman Rucker made a motion to approve the purchase of a 2023 F250 Ford Pickup with 8' plow from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$56,021.00. This motion was seconded by Alderman Schuman. Motion passes unanimously by voice vote.

Bill 23-20 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenses in the Transportation Fund and the Lee C Fine Airport Fund. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-20. This motion was seconded by Alderman O'Steen. Motion passes unanimously by voice vote.

Alderman Marose made a motion to approve the second reading of Bill 23-20. This motion was seconded by Alderman O'Steen. The following roll call was taken to approve the second and final reading of Bill 23-20 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Schuman and Alderman Ross. Absent Alderman Becker. Bill 23-20 was passed and approved as Ordinance 23.20.

Motion to approve the acceptance of land donation at the corner of Malibu and Conway from Ms. Ivonne Leslie.

Alderman Ross made a motion to approve the acceptance of land donation at the corner of Malibu and Conway from Ms. Ivonne Leslie. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

Motion to approve the purchase of an easement from Brink and Ball Land Co. LLC for an amount not to exceed \$7,800.00.

Alderman Rucker made a motion to approve the purchase of an easement from Brink and Ball Land Co. LLC for an amount not to exceed \$7,800.00. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

STAFF COMMUNICATIONS

Assistant City Administrator Welty – Got Grant Approval from the County ARPA Money for Police Equipment and Work Order System for Public Works.

Public Works Operations Director Crooks – Leaf Programs runs 5 weeks – 10 people per day, 2 leaf vac trailers, fuel cost \$1,750, 742 hours, \$29,974.00 labor cost. Most of the labor hours were from the inmate hours from Tipton Correction Facility. Total cost of the 2022 Leaf Program was \$35,200. Going to do a survey to see how many homes use this service.

Eric Gregory – Parks staff busy treating fields getting ready for the season for Little League Season starting May 1st. Easter Egg Hunt April 8th starts at 11am to 2pm.

Dave Van Leer – Notice Proceed March 20, 2023 Amy Lane Roadway Improvements - Completion date in Mid-May. Washout and Cleaning inspection at Swiss Village, Bluff and Columbia Water Storage Tanks projects will be moving forward this spring.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Leaf Programs is very valuable and not wanting to get rid of this program.

Alderman O’Steen – Communication between Staff and the Board

- Recognize an employee that has gone above and beyond their job duties.
- Recognize an employee that has done additional training.
- A glimpse as to what has gone on in your department within the last two weeks.
- ✓ Accountability – there is always an item on the agenda that needs follow up, most of the time it gets lost and never comes back to the board when asked for clarification or explanation. This would put it back at the forefront of the meeting. If not resolved, then it continues until completed or satisfied by the Board.
 - Examples – Private Streets, Veterans Memorial, Employee Evaluations
- ✓ When outside this meeting and out in public our personnel opinions are often misconstrued as our opinions of the city. Please make sure that you state that this is your opinion not that of the City.
- ✓ Blue Sheets – Comments and Recommendations – Please DO NOT READ FROM THE BLUE SHEET. Just give a brief description of what you are asking from the Board.

Alderman Marose – Progress on Nichols Road and Jeffries Road

Alderman Ross – Kudos to Michael Raye on the Employee Appreciation Dinner. Engineering analysis, TIF policy need to be added to the list.

Mayor Harmison – Great meeting with Camden County. Appreciations Dinner March 28, 2023. Election April 4, 2023. Please vote.

ADJOURN REGULAR MEETING

There being no further business to come before the Board, the meeting was adjourned at 8:00pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on March 16, 2023, and approved April 6, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
April 6, 2023**

Bills Paid Prior to Board Meeting	\$	549,761.42
Payroll Paid Prior to Board Meeting	\$	337,351.53
SRF Transfer Prior to Board Meeting	\$	113,201.01
TIF Transfer Osage Beach Commons	\$	41,777.50
TIF Transfer Dierbergs	\$	30,163.09
Bills Pending Board Approval	\$	396,771.84
Total Expenses	\$	<u>1,469,026.39</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	2,106.00-
			ADJUST PAYROLL DEDUCTIONS	54.00-
			ADJUST PAYROLL DEDUCTIONS	52.00-
			Dental Insurance Premiums	660.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premium	108.00
			Dental Insurance Premium	108.00
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	872.85
			Health Insurance Contribut	891.00
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	93.50
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	20.00
			Vision Insurance Contribut	60.00
			Vision Insurance Contribut	60.00
		MORGAN COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	300.00
		MO DEPT OF REVENUE	State Withholding	3,451.00
			State Withholding	5,281.00
		INTERNAL REVENUE SERVICE	Fed WH	9,327.44
			Fed WH	15,160.56
			FICA	7,387.42
			FICA	9,612.93
			Medicare	1,727.72
			Medicare	2,248.14
		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	77.62
			Loan Repayment	106.47
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	153.05
			Retirement 457 &	2,778.69
			Retirement 457 &	3,892.74
			Retirement 457	1,170.00
			Retirement 457	1,170.00
			Loan Repayments	166.79
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	134.84
			Loan Repayments	334.19
			Loan Repayments	334.19
			Loan Repayments	92.92
			Loan Repayments	92.92
			Loan Repayments	252.83
			Loan Repayments	252.83
			Loan Repayments	113.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	127.21
			Loan Repayments	115.98
			Loan Repayments	115.98
			Retirement Roth IRA %	513.48
			Retirement Roth IRA %	51.74
			Retirement Roth IRA	352.00
			Retirement Roth IRA	352.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	87.00
			OTHER AGENCY CASH BOND	81.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	17.03
			American Fidelity	1,193.16
			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 Contribution	302.50
			HSA Family/Dep. Contributi	1,389.75
			HSA Family/Dep. Contributi	1,389.75
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	14.00-
			ADJUST PAYROLL DEDUCTIONS	62.51
			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	81.87
		ONE TIME VENDOR PIKE COUNTY CIRCUIT CO	OTHER AGENCY CASH BOND	<u>10.00</u>
			TOTAL:	80,824.19
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	224.23
			Medicare	52.44
		ICMA	Retirement 401%	9.25
			Retirement 401	117.00
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	44.56
		O'KEEFE, GLORIA	CITIZENS ADVISORY MEETING	25.00
		BOOTH, CORY	CITIZENS ADVISORY MEETING	25.00
		HAGEDORN, LUKE	CITIZENS ADVISORY MEETING	25.00
		SCHMITT, DARLINE	CITIZENS ADVISORY MEETING	25.00
		MID AMERICA BANK	MML LDGNG-P. MAROSE	118.13
			MML LDGNG- B. O'STEEN	118.13
			TAX REFUND-ALBERTSON FUNER	6.38-
		HAMNER, GARY	JOINT SEWER BOARD MTG 3/21	25.00
		KAUTZ, CHAD	CITIZENS ADVISORY MEETING	25.00
		VANHOOK, BOB	CITIZENS ADVISORY MEETING	25.00
		HERNANDEZ, AMY	CITIZENS ADVISORY MEETING	<u>25.00</u>
			TOTAL:	877.36
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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
			FICA	807.11
			Medicare	145.28
			Medicare	188.77
		ICMA	Retirement 401%	103.09
			Retirement 401%	133.08
			Retirement 401	618.59
			Retirement 401	798.50
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.12
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			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	<u>21.00</u>
			TOTAL:	7,582.07
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	190.13
			FICA	215.06
			Medicare	44.47
			Medicare	50.30
		ICMA	Retirement 401%	31.86
			Retirement 401%	35.88
			Retirement 401	191.15
			Retirement 401	215.28
		HSA BANK	HSA Family/Dep. Contributi	75.00
			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
		BERRETH, TARA	MILEAGE & MEALS MSTR ACDMY	210.15
			REIMB LDGNG- SPRING INSTIT	<u>440.80</u>
			TOTAL:	3,327.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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	143.51
			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
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	GFOA MEMB- BELL 4/2023-3/2	160.00
		INTERNAL REVENUE SERVICE	FICA	580.12
			FICA	741.33
			Medicare	135.68
			Medicare	173.37
		ICMA	Retirement 401%	95.95
			Retirement 401%	121.96
			Retirement 401	575.68
			Retirement 401	731.70
		HSA BANK	HSA Contribution	18.76
			HSA Contribution	18.75
			HSA Family/Dep. Contributi	150.00
			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	<u>27.99</u>
		TOTAL:		6,881.91
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	91.73
			FICA	137.02
			Medicare	21.45
			Medicare	32.05
		ICMA	Retirement 401%	15.43
			Retirement 401%	22.73
			Retirement 401	92.57
			Retirement 401	136.41
		HSA BANK	HSA Family/Dep. Contributi	75.00
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	4.96
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	1,980.65
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
		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	7.00
		BRADBURY LAW FIRM LLC	CITY ATTORNEY CONTRACT SVC	<u>4,537.50</u>
			TOTAL:	5,889.14
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	502.89
			FICA	647.59
			Medicare	117.61
			Medicare	151.44
		ICMA	Retirement 401%	83.97
			Retirement 401%	107.30
			Retirement 401	503.78
			Retirement 401	643.81
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	216.16
		WEX INC	BLDG DEPT FUEL	187.91
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			HSA Family/Dep. Contributi	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.74
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	24.50
			Short Term Disability Ins	24.50
		MID AMERICA BANK	ICLOUD STORAGE	<u>2.99</u>
			TOTAL:	7,775.41
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/14-3/15/23	72.33
			CITY HALL SVC 2/14-3/15/23	3,347.50
		INTERNAL REVENUE SERVICE	FICA	64.75
			FICA	64.63
			Medicare	15.14
			Medicare	15.11
		BEISHIR LOCK & SECURITY	MATERIALS- LWR LEVEL DOOR	496.03
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 2/15-3/15/23	396.65
		MID AMERICA BANK	TANKLESS WATER HEATER	<u>208.88</u>
			TOTAL:	4,681.02
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	438.78
			FICA	607.27
			Medicare	102.63
			Medicare	142.02
		ICMA	Retirement 401%	38.65
			Retirement 401%	56.74
			Retirement 401	427.52
			Retirement 401	590.56
		LOWE'S	QUIKRETE	167.04
			QUIKRETE,TROWELS,JOINTERS	130.90
			SAFETY GOGGLES	3.41
			LUMBER & SCREWS	87.82
			TAPING KNIVES & PUTTY KNIV	43.62
			CHALK REEL & CHALK	10.40
			CABINET LOCK,DRILL BIT,BLA	25.12
			CLEAR ACRYLIC SHEET	100.70
			PAINTING SUPPLIES	21.15
			ROOF SEALANT	14.22
			CAULK GUN & ROOF SEALANT	24.19
			LOCK PINS,STEEL CHAIN,SNAP	20.64
			THREAD BOLTS	2.24
			WORK LIGHT & HEX NUT	34.64
			FLYSWATTER,CABLE TIES,LUMB	109.53
			PRESSURE WASHER & HARDWARE	157.84
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	130.36
		MODOR: DIV OF ALCOHOL & TOBACCO CONTRO	PARK LIQUOR LICENSE RENEWA	50.00
		WEX INC	PARK DEPT FUEL	880.82
		HSA BANK	HSA Contribution	150.00
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	<u>28.00</u>
			TOTAL:	7,192.49
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.50
			Health Insurance Contribut	520.75
			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
		INTERNAL REVENUE SERVICE	FICA	189.95
			FICA	215.65
			Medicare	44.42
			Medicare	50.43
		ICMA	Retirement 401%	7.28
			Retirement 401%	11.42
			Retirement 401	189.38
			Retirement 401	214.23
		HSA BANK	HSA Contribution	18.74
			HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			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	PANERA BREAD- SAFETY TRAIN	87.10
			STOP THE BLEED KITS	1,536.86
			CAKE- E. RUCKER'S RECEPTIO	69.99
			DRINKS- E. RUCKER'S RECEPT	15.96
			APWA SEWER JOB POSTING	<u>375.00</u>
			TOTAL:	4,704.34
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 3/5/23	1,135.79
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.47
		MID AMERICA BANK	ACA FORMS RETURN SHIPPING	16.46
		MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 11/26-12	<u>356.03</u>
			TOTAL:	1,573.75
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,344.70
			FICA	4,489.62
			Medicare	782.24
			Medicare	1,049.95
		JOE MACHENS FORD	2023 FORD TRUCK EXPLORER	42,376.00
			2023 FORD TRUCK EXPLORER	42,376.00
		ICMA	Retirement 401%	496.32
			Retirement 401%	677.00
			Retirement 401	3,103.59
			Retirement 401	4,187.67
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	812.50
			POLICE DEPT CELL PHONES	397.72
		WEX INC	POLICE DEPT FUEL	4,042.72
			POLICE DEPT CAR WASHES	52.51
		HSA BANK	HSA Contribution	225.00
			HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
			HSA Family/Dep. Contributi	1,125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	16.05
			Group Dependent Life Ins	16.05
			Group Life Ins and Buy Up	19.36
			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	140.00
			Short Term Disability Ins	140.00
		MID AMERICA BANK	KWIK KAR WASH	29.00
			TRANSUNION PERSON SEARCH	126.40
			TARGETS	656.36
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 11/26-12/2	206.53
			TOTAL:	137,252.57
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 2/23/23	1,113.67
			911 LINE 3/5/23	235.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	624.48
			FICA	1,014.11
			Medicare	146.04
			Medicare	237.17
		ICMA	Retirement 401%	62.23
			Retirement 401%	107.04
			Retirement 401	494.27
			Retirement 401	821.59
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	36.64
			MOSWIN INTERNET 2/21-3/20/	119.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.56
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			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	<u>35.00</u>
			TOTAL:	8,292.60
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
			FICA	260.20
			Medicare	53.85
			Medicare	60.86
		ICMA	Retirement 401%	38.73
			Retirement 401%	43.57
			Retirement 401	232.38
			Retirement 401	261.38
		HSA BANK	HSA Family/Dep. Contributi	112.50
			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
			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:	3,404.19
Engineering	General Fund	COCHRAN ENGINEERING	FEB GENERAL CONSULTING	<u>21,245.00</u>
			TOTAL:	21,245.00
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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
			FICA	247.40
			Medicare	36.10
			Medicare	57.86
		ICMA	Retirement 401%	25.99
			Retirement 401%	41.00
			Retirement 401	155.95
			Retirement 401	245.98
		AT&T INTERNET/IP SERVICES	GG INTERNET 3/11/23	769.14
			LCF INTERNET 3/11/23	1,243.07
			PARK INTERNET 3/11/23	823.72
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	297.71
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.80
		HSA BANK	HSA Family/Dep. Contributi	75.00
			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	7.00
		MID AMERICA BANK	RESTREAM SUBSCRIPTION	490.00
			TOTAL:	6,158.89
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	123.61
			FICA	165.94
			Medicare	28.91
			Medicare	38.81
		ICMA	Retirement 401%	19.94
			Retirement 401%	26.77
			Retirement 401	119.62
			Retirement 401	160.59
		LOWE'S	SAFETY TAPE & ROOF PANNEL	168.97
		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
		MOON, MITCHELL	MILEAGE REIMB CC LDRSHIP-M	15.07
			MILEAGE REIMB LCTC LOGO-MO	15.06
			TOTAL:	953.47
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	258.24
			Health Insurance Contribut	258.24
			Health Insurance Contribut	79.60
			Health Insurance Contribut	20.20
			Vision Insurance Contribut	12.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	1.36
		MO DEPT OF REVENUE	State Withholding	359.41
			State Withholding	633.11
		INTERNAL REVENUE SERVICE	Fed WH	794.45
			Fed WH	1,604.32
			FICA	789.51
			FICA	1,155.50
			Medicare	184.65
			Medicare	270.21
		LEGALSHIELD	Pre-Paid Legal Premiums	11.20
			Pre-Paid Legal Premiums	11.20
		ICMA	Retirement 457 &	143.89
			Retirement 457 &	218.27
			Retirement 457	50.50
			Retirement 457	47.36
		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 Contribution	100.00
			HSA Family/Dep. Contributi	101.82
			HSA Family/Dep. Contributi	89.26
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.69
			Group Life Ins and Buy Up	<u>6.69</u>
			TOTAL:	7,778.62
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	835.61
			Health Insurance Contribut	212.02
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	1.36
		INTERNAL REVENUE SERVICE	FICA	789.52
			FICA	1,155.50
			Medicare	184.67
			Medicare	270.23
		ICMA	Retirement 401%	99.39
			Retirement 401%	150.09
			Retirement 401	596.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	900.58
		LOWE'S	LUMBER,DECK SUPP,LIN CHAL	93.83
			DOOR HANDLES,TAPE,WALL PLA	43.00
			SAWS,TOOL BATTERY & CHRGR	463.60
			SPRAY PNT, HEAT SHRINK TUB	29.28
		CARD SERVICES 0248	METAL BACK EMBLEM-ZERO TRN	14.99
			COURSE DRYWALL- TRANSP BL	18.47
			ROTARY HAND PUMP	69.99
		STOCKMAN CONSTRUCTION CORP	INDUSTRIAL DR IMPROV OB22-	60,002.92
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	456.53
		WEX INC	TRANS DEPT FUEL	2,619.03
		AMEREN MISSOURI	792 PASSOVER LTS 2/14-3/15	16.47
			1095 MACE RD LTS 2/14-3/15	31.67
			1095 MACE RD LTS 2/16-3/15	28.36
			872 PASSOVER LTS 2/14-3/15	17.87
			KK DR PALISADES LTG 2/2-3/	97.90
			MACE RD RNDABT 2/14-3/15/2	14.71
			680 PASSOVER LTS 2/14-3/15	14.25
			MAINT SALT BLDG 2/8-3/9/23	11.51
			ST LTG SVC 2/1-3/1/23	4,203.07
			CUST OWNED LTG 2/1-3/1/23	339.24
			NICHOLS VIEW LTG 2/1-3/1/2	158.63
		HSA BANK	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	300.00
			HSA Family/Dep. Contributi	295.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.99
			Group Dependent Life Ins	4.99
			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
		COCHRAN ENGINEERING	FEB STREETS MISC	492.50
		HOME DEPOT CREDIT SERVICES	NAILS,GLUE,SHEET METAL	26.43
		MID AMERICA BANK	1 INCH MINI BLINDS	228.26
			WINTER MAIN CERT- R. LONG	100.00
			4 AED'S	138.66
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	68.84
			TOTAL:	82,420.85
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	WATER SALES TAX	3,492.33
			State Withholding	535.55
			State Withholding	883.26
		INTERNAL REVENUE SERVICE	Fed WH	1,399.77
			Fed WH	2,603.19
			FICA	854.53
			FICA	1,333.24
			Medicare	199.87
			Medicare	311.82
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	357.31
			Retirement 457 &	489.05
			Retirement 457	138.00
			Retirement 457	139.53
		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	5.51
			HSA Family/Dep. Contributi	122.80
			HSA Family/Dep. Contributi	128.88
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.93
			Group Life Ins and Buy Up	0.93
		ONE TIME VENDOR	01-7030-00	98.69
			04-8210-00	259.53
			03-0400-02	27.82
			03-3770-01	152.72
			06-1000-04	14.12
			TOTAL:	14,520.34
Water	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	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	854.53
			FICA	1,333.24
			Medicare	199.87
			Medicare	311.82
		ICMA	Retirement 401%	140.29
			Retirement 401%	217.58
			Retirement 401	841.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	1,305.39
		LOWE'S	LUMBER,DECK SUPP,LIN CHAL	93.83
			DOOR HANDLES,TAPE,WALL PLA	43.01
			SCREWS,PLYWOOD,STUDS,BOLTS	315.16
			BLUETOOTH RADIO	189.06
			STEP BIT SET	61.73
			FOLDING SAWHORSE,PAINT ROL	59.34
			HOSE BIB,PIPE, IRON ELBOWS	37.83
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	355.34
		WEX INC	WATER DEPT FUEL	1,035.55
		AMEREN MISSOURI	6186 FIRE ST WELL 1/31-3/1	3,068.14
			LK RD 54-29 WELL 2/14-3/15	396.63
			BLUFF RD TOWER 2/8-3/9/23	2,339.05
			COLLEGE WELL 2/7-3/8/23	839.62
			LK RD 54-59 WELL 1/30-2/28	44.03
			SWISS VLG WELL 1/31-3/2/23	926.80
			COLUMBIA CLG WELL 2/14-3/1	2,457.09
			COLUMBIA TWR POLE 2/14-3/1	239.43
		HSA BANK	HSA Contribution	112.50
			HSA Contribution	118.01
			HSA Family/Dep. Contributi	150.01
			HSA Family/Dep. Contributi	152.28
		DEVORE, CALEB	MILEAGE REIMB 3/4/2023	29.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.58
			Group Dependent Life Ins	6.58
			Group Life Ins and Buy Up	6.43
			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
		STOUFER, TOMMIE L	MILEAGE REIMB 3/4/2023	33.41
		COCHRAN ENGINEERING	FEB OTHER WATER CONST	215.00
			FEB UNSERVED AREAS	585.00
			FEB TOWER & WELL IMPROV	195.00
		WILBER, ZACHARY	MILEAGE REIMB 2/25-3/10/23	94.32
		SCHILEY, PAUL	MILEAGE REIMB 3/11-3/17/23	55.02
		HOME DEPOT CREDIT SERVICES	NAILS,GLUE,SHEET METAL	26.43
		MID AMERICA BANK	EASEMENT- WINDJAMMER	20.00
			1 INCH MINI BLINDS	228.27
			4 AED'S	138.67
		LUTTRELL, JOHN	MILEAGE REIMB 3/4-3/10/23	102.18
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	68.85
			TOTAL:	25,742.58
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	157.74
			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	286.90
			Vision Insurance Contribut	12.87
			Vision Insurance Contribut	12.87
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	11.32
			Vision Insurance Contribut	15.32
		MO DEPT OF REVENUE	State Withholding	576.04
			State Withholding	1,255.63
		INTERNAL REVENUE SERVICE	Fed WH	1,226.04
			Fed WH	3,319.10
			FICA	1,255.46
			FICA	2,139.13
			Medicare	293.62
			Medicare	500.31
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	131.69
			Retirement 457 &	255.62
			Retirement 457	49.50
			Retirement 457	51.11
		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 Contribution	37.50
			HSA Contribution	31.99
			HSA Family/Dep. Contributi	256.80
			HSA Family/Dep. Contributi	263.28
		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
			Case #931036721	145.20
			TOTAL:	13,582.90
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	157.74
			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	3,012.00
			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	15.32
		INTERNAL REVENUE SERVICE	FICA	1,255.45
			FICA	2,139.13
			Medicare	293.60
			Medicare	500.29
		ICMA	Retirement 401%	144.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401%	274.75
			Retirement 401	970.55
			Retirement 401	1,748.90
		LOWE'S	LUMBER,DECK SUPP,LIN CHAL	93.82
			DOOR HANDLES,TAPE,WALL PLA	43.01
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	791.18
		WEX INC	SEWER DEPT FUEL	1,568.56
		AMEREN MISSOURI	CLEARWOOD LN 2/4-3/6/23	13.22
			3949 CMPGRND G/S 2/8-3/9/2	14.33
			1150 HWY KK 2/13-3/14/23	35.19
			1117 OB RD G/P 2/13-3/14/2	13.61
			798 MANOR G/P 2/14-3/15/23	13.13
			4631 WINDSOR G/P 2/14-3/15	15.49
			HWY D PREWITTS GP 2/7-3/8/	104.13
			HAWTHORN DR L/S 1/25-2/23/	51.09
			701 PA HE TSI 2/8-3/9/23	12.36
			5676 ROCKWOOD L/S 1/25-2/2	12.35
			GRINDER PUMPS & LIFT STATI	4,096.81
			696 PASSOVER G/P 2/14-3/15	11.51
			1089 OB RD L/S 2/14-3/15/2	11.89
			GRINDER PUMPS & LIFT STATI	6,103.24
			1902 PROCTER G/P 2/13-3/14	25.49
			5874 HWY 54 1/30-2/28/23	13.52
			1075 RUNABOUT 1/29-2/27/23	20.50
			5707 OB PKWY 2/14-3/15/23	12.74
			GRINDER PUMPS & LIFT STATI	4,938.18
			1004 ZEBRA RD L/P 2/5-3/6/	13.21
		HSA BANK	HSA Contribution	75.00
			HSA Contribution	69.49
			HSA Family/Dep. Contributi	599.99
			HSA Family/Dep. Contributi	602.42
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.62
			Group Dependent Life Ins	6.62
			Group Life Ins and Buy Up	11.28
			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
		COCHRAN ENGINEERING	FEB REPAIR TO SYSTEM	747.50
			FEB LIFT STATION IMPROV	1,786.25
		MENARDS COMMERCIAL	RIVER PEBBLE- 4540 SUNSET	14.94
		HOME DEPOT CREDIT SERVICES	NAILS,GLUE,SHEET METAL	26.43
		MID AMERICA BANK	CDL TRNG- F. CAMPBELL	1,600.00
			POP OFF VALVES	15.13
			1 INCH MINI BLINDS	228.27
			4 AED'S	138.67
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	68.85
			TOTAL:	42,691.97
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	348.00
			State Withholding	684.00
		INTERNAL REVENUE SERVICE	Fed WH	825.89
			Fed WH	1,639.26
			FICA	904.47
			FICA	1,277.70
			Medicare	211.53
			Medicare	298.83
		ICMA	Loan Repayment	134.33
			Loan Repayment	134.33
			Loan Repayment	156.06
			Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	43.54
			Retirment 457 &	132.10
			Retirment 457 &	195.58
		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	45.00
			HSA Family/Dep. Contributi	45.00
			TOTAL:	8,700.66
Ambulance	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	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	904.47
			FICA	1,277.70
			Medicare	211.53
			Medicare	298.83
		ICMA	Retirement 401%	85.27
			Retirement 401%	130.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	747.97
			Retirement 401	1,143.34
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	82.48
			AMB HARDWARE UPDATE	1,619.00
			AMB DEPT CELL PHONES	44.56
		WEX INC	AMB FUEL	367.80
		HSA BANK	HSA Family/Dep. Contributi	300.00
			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	35.00
		TELEFLEX LLC	MEDICAL SUPPLIES	379.50
		SOCIAL SERVICES	2022 INTERIM	<u>8,768.86</u>
			TOTAL:	22,677.37
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	1,583.29
			State Withholding	170.60
			State Withholding	364.00
		INTERNAL REVENUE SERVICE	Fed WH	240.91
			Fed WH	718.77
			FICA	347.17
			FICA	633.66
			Medicare	81.20
			Medicare	148.20
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		ICMA	Retirment 457 &	25.45
			Retirment 457 &	39.49
			Retirement 457	45.00
			Retirement 457	75.00
			Loan Repayments	30.39
			Loan Repayments	30.39
			Loan Repayments	37.15
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	26.44
			American Fidelity	<u>26.44</u>
			TOTAL:	5,272.60
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 2/9-3/9/23	11.51
			LCF RUNWAY LTS 1/31-3/2/23	54.21
			AP FIREHOUSE 1/31-3/2/23	284.07
			KAISER TRMNL BLDG 2/9-3/9/	256.90
			LCF HANGAR 2 2/9-3/9/23	30.48
			LCF NEW AP HANGAR 2/9-3/9/	33.33
		INTERNAL REVENUE SERVICE	FICA	347.17
			FICA	633.66
			Medicare	81.20
			Medicare	148.20
		ICMA	Retirement 401%	41.91
			Retirement 401%	83.69
			Retirement 401	329.08
			Retirement 401	616.35
		LOWE'S	NYLON ROPE	279.30
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.28
		WEX INC	LCF FUEL	39.20
		HSA BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			HSA Family/Dep. Contributi	225.00
		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	25.20
		MID AMERICA BANK	TRACTOR BLADE	<u>75.81</u>
			TOTAL:	8,266.65
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	73.94
			State Withholding	42.40
			State Withholding	91.00
		INTERNAL REVENUE SERVICE	Fed WH	222.30
			Fed WH	335.06
			FICA	225.22
			FICA	266.08
			Medicare	52.67
			Medicare	62.23
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		ICMA	Retirement 457 &	12.34
			Retirement 457 &	23.22
			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	25.00
			HSA Family/Dep. Contributi	25.00
			TOTAL:	1,934.36
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 1/30-2/28/23	52.62
			GG TBLC EXT D 1/30-2/28/23	339.40
			GG AP SHOP 1/30-2/28/23	62.85
			957 AIRPORT RD 1/30-2/28/2	12.55
			GG AP TBLC EXT D 1/30-2/28	14.91
			GG AP HANGAR 1/30-2/28/23	15.02
			GG AP SLEEPY 1/30-2/28/23	165.44
		INTERNAL REVENUE SERVICE	FICA	225.22
			FICA	266.08
			Medicare	52.67
			Medicare	62.23
		ICMA	Retirement 401%	23.31
			Retirement 401%	23.22
			Retirement 401	228.59
			Retirement 401	265.03
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.28
		HSA BANK	HSA Family/Dep. Contributi	105.00
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	1.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	<u>9.80</u>
			TOTAL:	5,568.72

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

10	General Fund	310,603.80
20	Transportation	90,199.47
30	Water Fund	40,262.92
35	Sewer Fund	56,274.87
40	Ambulance Fund	31,378.03
45	Lee C. Fine Airport Fund	13,539.25
47	Grand Glaize Airport Fund	7,503.08

GRAND TOTAL: 549,761.42

TOTAL PAGES: 21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	STAPLES BUSINESS ADVANTAGE	BLUE PAPER	<u>17.72</u>
			TOTAL:	17.72
City Administrator	General Fund	4 SAC	2023 MAMA CONF- M. WELTY	<u>75.00</u>
			TOTAL:	75.00
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	KEYBOARD & USB FLASHDRIVES	69.89
			FILE FOLDERS	17.49
		J.P COOKE CO	2023-2024 DOG TAGS	<u>68.75</u>
			TOTAL:	156.13
Municipal Court	General Fund	SMITH, GARY L	FEB MUNICIPAL JUDGE SERVIC	1,763.16
			MAR MUNICIPAL JUDGE SERVIC	<u>1,763.16</u>
			TOTAL:	3,526.32
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	JACKET FILES- PERMITS	31.24
		AMAZON CAPITAL SERVICES INC	INK- PLAN SCAN PLOTTER	<u>45.47</u>
			TOTAL:	90.09
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- C. BRADBURY	30.32
			NAMPLATE CT ROOM-C. BRADBU	22.70
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	207.08
			OVPRMNT REFUND	104.00-
		ATR LIGHTING ENTERPRISES INC	REPLACEMENT LIGHTS	224.15
			REPLACEMENT LIGHT BULBS	166.05
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	118.32
			BLDG DEPT UNIFORM RENTAL	1.36
		MO DEPT OF PUBLIC SAFETY	ELEVATOR OPERATING CERTIFI	25.00
		STAPLES BUSINESS ADVANTAGE	TOILET PAPER & TRASH BAGS	87.26
			BATHROOM TOWELS	33.98
			CUPS	67.36
			BATHROOM TOWELS	33.98
			PAPER TOWELS	44.31
			BATHROOM TOWELS	67.96
			TRASH BAGS	47.45
		REEVES-WIEDEMAN COMPANY	PARTS FOR SINK REPAIR	20.81
			DISPOSER KIT WITH GASKET	8.49
			WASHER	0.79
			NUTS & WASHERS	4.64
			RETURN NUTS & WASHERS	4.19-
			RETURN WASHER	2.19-
		ALLRISE ELEVATOR COMPANY, INC	2ND QTR 2023 ELEVATOR SVC	525.00
		NICK'S TRUE VALUE HARDWARE	DOOR STOP	5.29
			NUTS	0.46
		KEENAN SYSTEMS LOCKSMITH	KEYS- PD RECORDS FILE CABI	<u>115.00</u>
			TOTAL:	1,750.10
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	WEED KILLERS & SPRAY CLEAN	4,520.91
		CONSOLIDATED ELECTRICAL DISTR, INC	TWIST WIRE NUTS	10.50
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 3/1-3/31/23	105.00
		CORE & MAIN LP	PVC, TUBING, COPPERHEAD WI	1,378.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MAGRUDER LIMESTONE CO INC	GRAVEL- CITY PARK	460.02
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.80
			PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	8.70
		LAUF EQUIPMENT CO INC	SPINNER, MANIFOLD, BRNG-SPRA	304.55
		PARKWAY PLAZA TIRE	OIL CHANGE- 2019 F-150	109.03
			SKID LOADER TIRE REPAIR	25.00
		AMAZON CAPITAL SERVICES INC	RUBBER BASE BLUGS	196.59
		REEVES-WIEDEMAN COMPANY	VALVES & BRASS ELBOW- CULV	353.19
			FITTINGS- CULVERT	632.61
			VALVES & PVC- CULVERT	134.30
		GFL ENVIRONMENTAL	PORTABLE TOILET 2/1-2/28/2	<u>86.49</u>
			TOTAL:	8,337.24
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT TESTING	20.00
		LAKE REGIONAL HEALTH SYSTEM	2022 HEALTH FAIR BLOOD DRA	4,335.00
			POST ACCIDENT TESTING	106.00
		VIPER COMMUNICATIONS	JOB FAIR COMMERCIALS	<u>250.00</u>
			TOTAL:	4,711.00
Overhead	General Fund	LOCKTON COMPANIES LLC	COLLECTOR/TREASURER BOND	290.00
		STAPLES BUSINESS ADVANTAGE	PAPER, DRY ERASE MRKRS & C	452.91
			PAPER	87.68
		HOOD & ASSOCIATES CPAS PC	2022 AUDIT BILLING	<u>4,000.00</u>
			TOTAL:	4,830.59
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 23	673.76
			TIRES- PD 16	676.56
		THE FINISHING TOUCH COMPANY	LETTERING- 2023 INTERCEPTO	1,180.00
		GULF STATES DISTRIBUTING INC	AMMUNITION	975.00
		LEON UNIFORM CO INC	UNIFORM- P. LEYVA	290.96
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 32	90.00
			OIL CHNG & ROTATE TIRES-PD	259.37
			AC, CNTRL ARMS,OIL CHNG-PD	1,109.22
		ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS- B. HENDRIC	44.50
			BUSINESS CARDS- CHRISTIANS	44.50
		STAPLES BUSINESS ADVANTAGE	PACKING TAPE	12.56
		AXON ENTERPRISE INC	TASER CARTRIDGES	<u>3,542.00</u>
			TOTAL:	8,898.43
Information Technology	General Fund	TYLER TECHNOLOGIES INC	SAAS FEES 4/2023-3/2024	63,403.00
			EXECUTIME FEES 5/2023-4/20	<u>9,981.05</u>
			TOTAL:	73,384.05
Emergency Management	General Fund	PSE INSTALLATION	LABOR REMOVE ANTENNA	150.00
			ANTENNA HOLE PLUGS & CAPS	<u>20.00</u>
			TOTAL:	170.00
Economic Development	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- BEACH DRIVE CID	504.00
			NPH- OASIS @ LAKEPORT	248.50
			RFP- OASIS @ LAKEPORT	<u>246.40</u>
			TOTAL:	998.90
Transportation	Transportation	ENNIS-FLINT INC	ROAD PAINT	9,287.50
		MARKS MOBILE GLASS INC	WINDSHIELD- TRK 59	245.00
		RP LUMBER INC	REBAR & KNIFE BLADE	19.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONCRETE- SIGN RPLCMNT BLU	251.58
			LUMBER	16.64
		FASTENAL CO	WEDGE ANCHORS- PKWY SIGNS	57.45
			GLOVES	228.91
		MO RURAL WATER ASSC	2023 MRWA MEMB DUES-CROOKS	10.00
		MOTOR HUT INC	BLADES,FLTRS,OIL,PLUGS-HUS	318.24
		O'REILLY AUTOMOTIVE STORES INC	BACKUP ALARMS- TRKS 54 & 5	68.46
		CROWN POWER & EQUIPMENT	TOOTH KIT & PINS- EXCAVATO	116.47
		DAM STEEL SUPPLY	1/2" REBAR- PALISADES BLVD	210.00
		CORE & MAIN LP	STORM PIPE- CHAPEL DR	922.40
		MAGRUDER LIMESTONE CO INC	GRAVEL- CHURCH RD DITCH	549.37
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	140.77
			TRANS DEPT FLOOR MATS	10.33
			TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
			TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	171.71
			TRANS DEPT FLOOR MATS	10.33
		BEISHIR LOCK & SECURITY	RPLCMNT LOCK-SWR SUPER OFF	59.72
		MEYER ELECTRIC CO INC	CAMERA SYSTM-NICHOLS & OB	26,225.00
		AMAZON CAPITAL SERVICES INC	WHITE-OUT TAPE	2.31
			COFFEE, SUGAR, CUPS	67.44
			GRINDING TOOLS	290.90
			HI VIS VESTS	21.99
			EYE WASH SOLUTION	1.52
		CONCRETE SOLUTIONS	SDWLK & DRVWY IMPROV OB22-	19,231.83
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 2/10-3/10/2	253.25
		NICK'S TRUE VALUE HARDWARE	TRAILER WIRING KIT- T 10	17.99
			BOLTS- STREET SWEEPER	2.19
		CUSTOM PRODUCTS CORPORATION	STOP SIGNS & ALUMINUM SIGN	917.42
		GREEN PRO SOLUTIONS	SALT NEUTRALIZER- TRK WSHN	2,834.90
			TOTAL:	62,746.34
Water	Water Fund	FASTENAL CO	GLOVES	114.46
		SCHULTE SUPPLY INC	MJ YELLOW HAMMER	246.84
		MO RURAL WATER ASSC	2023 MRWA MEMB DUES-CROOKS	10.00
		LAKE SUN LEADER 81525 & 1586450	INV BID-COLUMBIA WTR TWR C	152.60
		BRENNTAG MID SOUTH INC	CHLORINE & FLUORIDE	8,366.16
			CHLORINE & FLUORIDE	1,119.29
		CORE & MAIN LP	HYD EXTENSIONS	577.09
			HYDRANT EXTENSIONS	2,199.85
			HYDRANT EXTENSIONS	1,112.16
			12" & 8" PVC PIPE	1,878.40
			METER BOX,RING, METER LID	275.71
			2" REPAIR BANDS & WIRE CNN	561.58
			INLINE COUPLER VALVE- OB R	223.08
			1" REGULATORS	1,563.24
			1" REGULATORS	1,563.24
			RETURN HYD EXT MUELLERS	3,294.02-
			3" FLANGE KITS	81.36
			1.5" TUBING	166.00
		MAGRUDER LIMESTONE CO INC	GRAVEL- WATER	49.38
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
		BEISHIR LOCK & SECURITY	RPLCMNT LOCK-SWR SUPER OFF	59.72
		AMAZON CAPITAL SERVICES INC	WHITE-OUT TAPE	2.32
			COFFEE, SUGAR, CUPS	67.43
			EYE WASH SOLUTION	1.52
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10/2	10.31
		NICK'S TRUE VALUE HARDWARE	CABLE TIES	32.98
			TOTAL:	17,564.87
Sewer	Sewer Fund	FASTENAL CO	NUTS,WEDGE ANCHORS,BOLTS	280.19
		HI-TECH AUTO BODY INC	CRANE HOOK	50.00
		SCHULTE SUPPLY INC	MATTOCK PICK HAND TOOL	49.93
		MO RURAL WATER ASSC	2023 MRWA MEMB DUES-CROOKS	10.00
		MUNICIPAL EQUIPMENT CO	REPLACEMENT PUMP-HERON BAY	27,292.32
			RELAYS & CHECK VALVES	1,784.40
			CONTACTORS	853.95
		OZARK READY MIX CO INC	BLOCKS-TAN TAR A FORCEMAIN	40.00
		CONSOLIDATED ELECTRICAL DISTR, INC	MULTI-TAP CONNECTOR- STN 2	113.19
			MULTI-TAP CONNECTOR- ROCKW	116.25
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	41,608.85
		CORE & MAIN LP	2" ARI VALVE- STOCK	4,461.54
			BALL CURB VALVES	2,254.17
			BALL CURB VALVES	1,637.63
			SVC SADDLE,CONNECTOR,TAPPE	376.15
			AIR RELEASE VALVES	5,948.72
			JOINT ELBOW- SEWER	150.87
		JCI INDUSTRIES INC	CONTROL PANELS	8,259.00
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	222.28
			SEWER DEPT FLOOR MATS	10.33
		BEISHIR LOCK & SECURITY	RPLCMNT LOCK-SWR SUPER OFF	59.73
		AMAZON CAPITAL SERVICES INC	WHITE-OUT TAPE	2.32
			COFFEE, SUGAR, CUPS	67.43
			EYE WASH SOLUTION	1.51
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT @ 33 ELBOW CAY	170.00
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10/2	10.31
		NICK'S TRUE VALUE HARDWARE	HARDWARE- SANDS L/S	5.90
			CABLE,LINKS,SD CARDS-SANDS	264.76
			DIGESTERS- SANDS	146.00
			CABLE,BOLTS,WIRE ROPE-SAND	68.85
		MCMASTER-CARR	ON/OFF VALVES	2,493.27
		HELTON ELECTRIC LLC	SVC CALL- MARGARITAVILLE	225.00
		SUNSET TIRE AND SERVICE	ALTERNATOR & BELT REP-TRK	826.24
			TOTAL:	100,342.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	ZOLL MEDICAL CORP	2 ADVANCED DEFIBRILLATORS	81,985.90
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	37.80
			MEDICAL SUPPLIES	<u>449.50</u>
			TOTAL:	82,473.20
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
			7,045 GAL LCF JET FUEL	22,253.33
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	9.09
			LCF UNIFORM RENTAL	9.09
		O'REILLY AUTOMOTIVE STORES INC	BATTERY PACK	<u>179.99</u>
			TOTAL:	22,506.49
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
			1,309 GAL GG JET FUEL	4,134.79
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	<u>3.97</u>
			TOTAL:	4,192.70

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

10	General Fund	106,945.57
20	Transportation	62,746.34
30	Water Fund	17,564.87
35	Sewer Fund	100,342.67
40	Ambulance Fund	82,473.20
45	Lee C. Fine Airport Fund	22,506.49
47	Grand Glaize Airport Fund	4,192.70

 GRAND TOTAL: 396,771.84

TOTAL PAGES: 5

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: _____
Sewer Dept: _____
License #: 05295
PCV # 1009

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date Application Received: _____
Name of Establishment: The Sanctuary Brewpub & Event Venue
Physical Address: 5716 Osage Beach Pkwy, Osage Beach, MO 65065
Mailing Address: 5795 Cobblestone Dr., Osage Beach, MO 65065
Applicant Name: Lily Ka Luna, LLC
(As it is to appear on license. If corporation, name of corporation and managing officer)

☒ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

RECEIVED

CITY CLERK

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-15 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Beach Drive Community Improvement District, Approving a Cooperation and Transportation Project Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further actions in connection therewith. *Second Reading*

Requested Action:

Second Reading of Bill #23-15

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.
RSMo 67.1411; The governing body of any municipality may establish one or more districts in the manner provided in sections 67.1401 - 67.1571 (RSMo).

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 23-15 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 16, 2023.

In 2022, the Board of Aldermen approved a funding agreement relating to the proposed Beach Drive Community Improvement District (CID) and the City contracted with Gilmore Bell for legal consulting services related to the consideration of said CID on behalf of the City. The completed petition and supporting documents have been reviewed by Gilmore Bell. Gilmore Bell representative will be in attendance on March 16, 2023 to provide details related to the proposed CID, the public hearing, and Bill 23.15 for the Board of Aldermen's consideration.

AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT, APPROVING A COOPERATION AND TRANSPORTATION PROJECT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY WITHIN THE COMMUNITY IMPROVEMENT DISTRICT, AND AUTHORIZING AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City has received the Petition to Establish a Community Improvement District attached hereto as Exhibit A (the “CID Petition”), which seeks to establish the Beach Drive Community Improvement District (the “CID”) on approximately 74 acres of property located between Osage Beach Parkway and the Lake of the Ozarks and in the vicinity of Beach Drive; and

WHEREAS, the City Clerk has verified the CID Petition complies with the CID Act; and

WHEREAS, the City held a duly-noticed public hearing on March 16, 2023, at which all persons interested in the formation of the CID were allowed an opportunity to speak and at which time the Board of Aldermen heard all protests and received all endorsements; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes the City to cooperate with other political subdivisions and political entities for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, the property owners within the District are also seeking the creation of the Beach Drive Transportation Development District (the “TDD”) through a petition filed with the Circuit Court of Camden County, Missouri pursuant to Sections 238.200 to 238.280 of the Revised Statutes of Missouri (the “TDD Act”); and

WHEREAS, the City desires to enter into a Cooperation and Transportation Project Agreement with the CID, the TDD and Arapaho LLC (the “Developer”) in substantially the form of Exhibit B attached hereto (the “Cooperation Agreement”) to set forth the terms and conditions upon which certain community improvement and transportation projects will be financed, constructed and maintained;

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

Section 1. Creation of CID. The Beach Community Improvement District is hereby created within the City as a political subdivision of the State of Missouri having the powers and

purposes set forth in the CID Petition. The CID shall include the contiguous tracts of real estate described in **Exhibit A** of the CID Petition. Subject to further approvals by the CID and its qualified voters, the District is authorized to impose a sales tax, as described in the CID Petition.

Section 2. CID Term. The term of the existence of the CID shall be 27 years beginning on the effective date of this Ordinance.

Section 3. CID Board of Directors. The CID shall be governed by a board of directors consisting of five (5) members hereafter appointed by the Mayor with the consent of the Board of Aldermen in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the District's board of directors are hereby appointed as follows:

<u>Name</u>	<u>Initial Term</u>
Andy Prewitt	4 years
Gary Prewitt	4 years
Michael Harmison	2 years
Richard Ross	2 years
Jeana Woods	2 years

Successor members of the District's board of directors shall be appointed for four-year terms.

Section 4. Notice to Department of Economic Development. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

Section 5. Approval of Cooperation Agreement. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Cooperation Agreement. The Cooperation Agreement, in substantially the form of Exhibit B attached hereto, is hereby approved with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The Mayor is hereby authorized and directed to execute the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized and directed to affix the seal of the City to the Cooperation Agreement and to attest said seal.

Section 6. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition, the CID and the TDD, including, without limitation, the provision of notices for the public hearing regarding the creation of the CID, are hereby ratified.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the

remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: March 16, 2023 READ SECOND TIME:

I hereby certify that Ordinance No. 23.15 was duly passed on _____, 2023 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 approved Ordinance No. 23.15.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
CID PETITION

[On file in the City Clerk's Office]

EXHIBIT B
COOPERATION AGREEMENT

[On file in the City Clerk's Office]

PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT

To the City of Osage Beach, Missouri:

The undersigned (the “**Petitioners**”) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described proposed community improvement district. Petitioners hereby petition and request that the City of Osage Beach, Missouri (the “**City**”), establish a community improvement district as described herein, to be known as the **BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT** (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth on **Exhibit A**, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth on **Exhibit B**, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the Beach Drive Community Improvement District.
4. The proposed District consists of approximately 80.00 acres of real property located within the proposed District and has a total current assessed value of approximately \$448,230.
5. Petitioners represent 100% per capita of all owners of real property located within the boundaries of the proposed District, and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the Petitioners’ signature blocks to this Petition to Establish a Community Improvement District (this “**Petition**”).
6. Petitioner is not seeking a determination that the proposed District, or any legally described portion thereof, is a blighted area.
7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors, with two (2) of such directors to be appointed by the City and three (3) directors to be appointed by the Petitioner. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act and shall be an owner of real property in the proposed District or its authorized representative. The failure of the board of directors to meet the preceding requirements shall not affect the board’s authority to hold meetings, exercise any of the proposed District’s powers, or take any action otherwise lawful. Successor directors shall be appointed in the same manner as the initial board of directors. Successor directors shall serve for a term of four years.
8. The Petitioners’ hereby request that the Mayor, with the consent of the City’s Board of Aldermen, appoint the following initial directors with the respective terms of office as set forth in the following table.

<u>Name</u>	<u>Initial Term</u>
Andy Prewitt	4 years
Gary Prewitt	4 years

Jessica Prewitt	4 years
Mayor Michael Harmison	2 years
City Administrator Jeana Woods	2 years

9. Petitioner does not seek limitations on the borrowing capacity of the proposed District.
10. Petitioner does not seek limitations on the revenue generation of the proposed District.
11. The proposed District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
12. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a community improvement district-wide sales and use tax (the “**Sales Tax**”) at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act.
13. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy special assessments and, therefore, the maximum rates of special assessments proposed in this Petition are zero.
14. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
15. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, the “**Project**”), is set forth on Exhibit C, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible Project costs incurred on its behalf.
16. The estimated cost of the Project is \$6,188,825.00 (excluding the proposed District’s administrative fees and expenses including, but not limited to, fees and costs related to the proposed District’s formation, planning consultants, advisors, auditors and legal counsel and all costs of financing, underwriters’ fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or any other costs of issuance of any obligations issued by or on behalf of the proposed District), as more particularly described on Exhibit C, attached hereto and incorporated herein by reference.
17. Unless the proposed length of time for the existence of the proposed District is extended in accordance with the CID Act, the proposed District’s Board of Directors shall commence the procedures provided in the CID Act for the termination of the proposed District no later than 27 years from the date of the City’s ordinance approving the establishment of the proposed District.
18. The signatures of the signers of this Petition may not be withdrawn later than 7 days after this Petition is filed with the City Clerk of the City.
19. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this 6th day of January, 2023.

[signatures follow]

PETITIONER:

NAME OF OWNER: ARAPAHO LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Manager

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

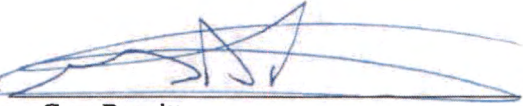
PARCEL IDENTIFICATION NUMBERS: **ASSESSED VALUES:**

08-1.0-01.2-000.0-002-059.000	\$8,170
08-1.0-01.2-000.0-002-061.000	\$10,600
09-3.0-06.2-000.0-002-005.000	\$6,890
09-3.0-06.2-000.0-002-064.000	\$17,880
09-3.0-06.2-000.0-002-050.000	\$6,460
09-3.0-06.2-000.0-002-051.000	\$2,480
09-3.0-06.2-000.0-002-012.000	\$7,550
09-3.0-06.2-000.0-002-011.000	\$25,200
09-3.0-06.2-000.0-002-061.001	\$6,690
09-3.0-06.2-000.0-002-058.000	\$3,940
09-3.0-06.2-000.0-002-059.000	\$2,540

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

ARAPAHO LLC, a Missouri limited liability company

By: 
Name: Gary Prewitt
Title: Manager

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Manager of Arapaho LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

PETITIONER

NAME OF OWNERS: JESSICA PREWITT & KAREN PREWITT, as individuals

TELEPHONE NUMBER: 573-280-7031

MAILING ADDRESS: c/o Jessica Prewitt & Karen Prewitt
264 Blue Springs Dr.
Eldon, MO 65026

MARRIAGE STATUS OF OWNERS: Single

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBERS: ASSESSED VALUES:

09-3.0-06.2-000.0-002-006.000 \$2,830

[SIGNATURE PAGES FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

JESSICA PREWITT, an individual

By: Jessica Prewitt
Name: Jessica Prewitt
Title: Individual

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, _____, a Notary Public in and for said state, personally appeared Jessica Prewitt, an individual known to me to be the person who executed the within Petition.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public

Printed Name: Cynthia Horton

My Commission Expires: 3-13-2026

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

KAREN PREWITT, an individual

By: Karen Prewitt
Name: Karen Prewitt
Title: Individual

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Karen Prewitt, an individual known to me to be the person who executed the within Petition.

Subscribed and affirmed before me this 3rd day of January, 2023

Cynthia Horton
Notary Public

Printed Name: Cynthia Horton

My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: OZARK PROPERTY HOLDINGS LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Andrew Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Andrew Prewitt, Managing Member

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Andrew Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

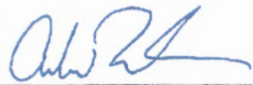
PARCEL IDENTIFICATION NUMBERS: ASSESSED VALUES:

09-3.0-06.2-000.0-002-107.000	\$4,860
09-3.0-06.2-000.0-002-109.000	\$5,070
09-3.0-06.2-000.0-002-101.000	\$0
09-3.0-06.2-000.0-002-108.000	\$ 5,550
09-3.0-06.2-000.0-002-071.002	\$ 1,440
09-3.0-06.2-000.0-002-071.001	\$ 1,920
09-3.0-06.2-000.0-002-071.000	\$ 2,920
09-3.0-06.2-000.0-002-102.000	\$ 1,010

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

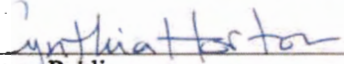
**OZARK PROPERTY HOLDINGS LLC, a
Missouri limited liability company**

By: 
Name: Andrew Prewitt
Title: Managing Member

STATE OF MISSOURI)
)
COUNTY OF Miller) SS.

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Andrew Prewitt, the Managing Member of Ozark Property Holdings LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.


Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

[SIGNATURE PAGE FOLLOWS]

PETITIONER:

NAME OF OWNER:	GRAND TETON MOUNTAIN INVESTMENTS, LLC
TELEPHONE NUMBER:	(573) 365-9440
MAILING ADDRESS:	c/o Gary Prewitt 12 Allen Road Eldon, MO 65026
NAME OF SIGNER AND BASIS OF LEGAL AUTHORITY TO SIGN:	Gary Prewitt, Managing Member
SIGNER’S TELEPHONE NUMBER:	(573) 365-9440
SIGNER’S MAILING ADDRESS:	c/o Gary Prewitt 12 Allen Road Eldon, MO 65026
TYPE OF ENTITY:	Missouri limited liability company
MAP:	See <u>Exhibit B</u>

<u>PARCEL IDENTIFICATION NUMBERS:</u>	<u>ASSESSED VALUES:</u>
09-3.0-06.2-000.0-002-006.001	\$39,450
09-3.0-06.2-000.0-002-007.001	\$199,230
09-3.0-06.2-000.0-002-010.000	\$10,250
09-3.0-06.2-000.0-002-009.000	\$1,630

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023 the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

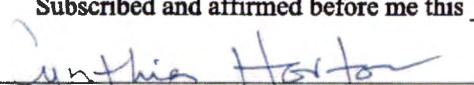
**GRAND TETON MOUNTAIN
INVESTMENTS, LLC**, a Missouri limited
liability company

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Grand Teton Mountain Investments, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023


Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: PREWITT'S HWY 54 ENTERPRISES, LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Manager

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: ASSESSED VALUE:

09-3.0-06.2-000.0-002-068.000 \$33,970

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023 the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

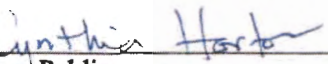
PREWITT'S HWY 54 ENTERPRISES, LLC, a
Missouri limited liability company

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horst, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Prewitt's Hwy 54 Enterprises, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.


Notary Public
Printed Name: Cynthia Horst
My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: LAKE DIVERSIFIED INVESTMENTS LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Managing Member

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See Exhibit B

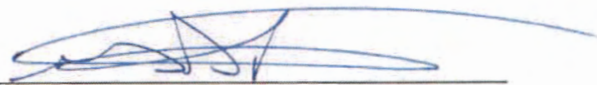
PARCEL IDENTIFICATION NUMBER: ASSESSED VALUE:

09-3.0-06.2-000.0-002-061.000 \$5,140

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

**LAKE DIVERSIFIED INVESTMENTS, LLC, a
Missouri limited liability company**

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Lake Diversified Investments, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT

To the City of Osage Beach, Missouri:

The undersigned (the “*Petitioners*”) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described proposed community improvement district. Petitioners hereby petition and request that the City of Osage Beach, Missouri (the “*City*”), establish a community improvement district as described herein, to be known as the **BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT** (the “*District*”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”).

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth on Exhibit A, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth on Exhibit B, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the Beach Drive Community Improvement District.
4. The proposed District consists of approximately 74 acres of real property located within the proposed District and has a total current assessed value of approximately \$448,230.
5. Petitioners represent 100% per capita of all owners of real property located within the boundaries of the proposed District, and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the Petitioners’ signature blocks to this Petition to Establish a Community Improvement District (this “*Petition*”).
6. Petitioner is not seeking a determination that the proposed District, or any legally described portion thereof, is a blighted area.
7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act and shall be an owner of real property in the proposed District or its authorized representative. The failure of the board of directors to meet the preceding requirements shall not affect the board’s authority to hold meetings, exercise any of the proposed District’s powers, or take any action otherwise lawful. Successor directors shall be appointed in the same manner as the initial board of directors. Successor directors shall serve for a term of four years.
8. The Petitioners’ hereby request that the Mayor, with the consent of the City’s Board of Aldermen, appoint the following initial directors with the respective terms of office as set forth in the following table.

<u>Name</u>	<u>Initial Term</u>
Andy Prewitt	4 years
Gary Prewitt	4 years
Mayor Michael Harmison	2 years

Richard Ross	2 years
City Administrator Jeana Woods	2 years

9. Petitioners do not seek limitations on the borrowing capacity of the proposed District.
10. Petitioners do not seek limitations on the revenue generation of the proposed District.
11. The proposed District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
12. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a community improvement district-wide sales and use tax (the “**Sales Tax**”) at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act.
13. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy special assessments and, therefore, the maximum rates of special assessments proposed in this Petition are zero.
14. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
15. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, the “**Project**”), is set forth on **Exhibit C**, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible Project costs incurred on its behalf.
16. The estimated cost of the Project is \$6,188,825.00 (excluding the proposed District’s administrative fees and expenses including, but not limited to, fees and costs related to the proposed District’s formation, planning consultants, advisors, auditors and legal counsel and all costs of financing, underwriters’ fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or any other costs of issuance of any obligations issued by or on behalf of the proposed District), as more particularly described on **Exhibit C**, attached hereto and incorporated herein by reference.
17. Unless the proposed length of time for the existence of the proposed District is extended in accordance with the CID Act, the proposed District’s Board of Directors shall commence the procedures provided in the CID Act for the termination of the proposed District no later than 27 years from the date of the City’s ordinance approving the establishment of the proposed District.
18. The signatures of the signers of this Petition may not be withdrawn later than 7 days after this Petition is filed with the City Clerk of the City.
19. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this 20th day of February, 2023.

[signatures follow]

PETITIONER:

NAME OF OWNER: ARAPAHO LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Manager

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

<u>PARCEL IDENTIFICATION NUMBERS:</u>	<u>ASSESSED VALUES:</u>
08-1.0-01.2-000.0-002-059.000	\$8,170
08-1.0-01.2-000.0-002-061.000	\$10,600
09-3.0-06.2-000.0-002-005.000	\$6,890
09-3.0-06.2-000.0-002-064.000	\$17,880
09-3.0-06.2-000.0-002-050.000	\$6,460
09-3.0-06.2-000.0-002-051.000	\$2,480
09-3.0-06.2-000.0-002-012.000	\$7,550
09-3.0-06.2-000.0-002-011.000	\$25,200
09-3.0-06.2-000.0-002-061.001	\$6,690
09-3.0-06.2-000.0-002-058.000	\$3,940
09-3.0-06.2-000.0-002-059.000	\$2,540

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

ARAPAHO LLC, a Missouri limited liability company

By: 
Name: Gary Prewitt
Title: Manager

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Manager of Arapaho LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

PETITIONER

NAME OF OWNERS: JESSICA PREWITT & KAREN PREWITT, as individuals

TELEPHONE NUMBER: 573-280-7031

MAILING ADDRESS: c/o Jessica Prewitt & Karen Prewitt
264 Blue Springs Dr.
Eldon, MO 65026

MARRIAGE STATUS OF OWNERS: Single

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBERS: ASSESSED VALUES:

09-3.0-06.2-000.0-002-006.000 \$2,830

[SIGNATURE PAGES FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

JESSICA PREWITT, an individual

By: Jessica Prewitt
Name: Jessica Prewitt
Title: Individual

STATE OF MISSOURI)
)
COUNTY OF Miller) SS.

On this 3rd day of January in the year 2023 before me, _____, a Notary Public in and for said state, personally appeared Jessica Prewitt, an individual known to me to be the person who executed the within Petition.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public

Printed Name: Cynthia Horton

My Commission Expires: 3-13-2026

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

KAREN PREWITT, an individual

By: Karen Prewitt
Name: Karen Prewitt
Title: Individual

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Karen Prewitt, an individual known to me to be the person who executed the within Petition.

Subscribed and affirmed before me this 3rd day of January, 2023
Cynthia Horton
Notary Public

Printed Name: Cynthia Horton

My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: OZARK PROPERTY HOLDINGS LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Andrew Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Andrew Prewitt, Managing Member

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Andrew Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBERS: ASSESSED VALUES:

09-3.0-06.2-000.0-002-107.000 \$4,860

09-3.0-06.2-000.0-002-109.000 \$5,070

09-3.0-06.2-000.0-002-108.000 \$ 5,550

09-3.0-06.2-000.0-002-071.002 \$ 1,440

09-3.0-06.2-000.0-002-071.001 \$ 1,920

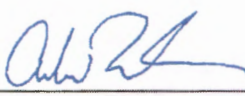
09-3.0-06.2-000.0-002-071.000 \$ 2,920

09-3.0-06.2-000.0-002-102.000 \$ 1,010

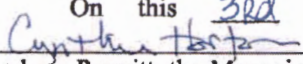
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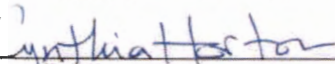
By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

OZARK PROPERTY HOLDINGS LLC, a
Missouri limited liability company

By: 
Name: Andrew Prewitt
Title: Managing Member

STATE OF MISSOURI)
)
COUNTY OF Miller) SS.

On this 3rd day of January in the year 2023 before me, , a Notary Public in and for said state, personally appeared Andrew Prewitt, the Managing Member of Ozark Property Holdings LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023

Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

[SIGNATURE PAGE FOLLOWS]

PETITIONER:

NAME OF OWNER: GRAND TETON MOUNTAIN INVESTMENTS,
LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Managing Member

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

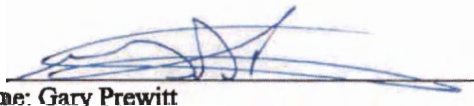
PARCEL IDENTIFICATION NUMBERS: ASSESSED VALUES:

09-3.0-06.2-000.0-002-006.001	\$39,450
09-3.0-06.2-000.0-002-007.001	\$199,230
09-3.0-06.2-000.0-002-010.000	\$10,250
09-3.0-06.2-000.0-002-009.000	\$1,630

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023 the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

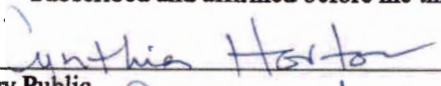
**GRAND TETON MOUNTAIN
INVESTMENTS, LLC**, a Missouri limited
liability company

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
)
COUNTY OF Miller)
) SS.

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Grand Teton Mountain Investments, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023


Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: PREWITT'S HWY 54 ENTERPRISES, LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Manager

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: ASSESSED VALUE:

09-3.0-06.2-000.0-002-068.000 \$33,970

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023 the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

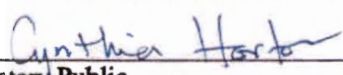
**PREWITT'S HWY 54 ENTERPRISES, LLC, a
Missouri limited liability company**

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF Miller)

On this 3rd day of January in the year 2023 before me, Cynthia Horst, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Prewitt's Hwy 54 Enterprises, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.


Notary Public
Printed Name: Cynthia Horst
My Commission Expires: 3-13-2026

PETITIONER:

NAME OF OWNER: LAKE DIVERSIFIED INVESTMENTS LLC

TELEPHONE NUMBER: (573) 365-9440

MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Gary Prewitt, Managing Member

SIGNER'S TELEPHONE NUMBER: (573) 365-9440

SIGNER'S MAILING ADDRESS: c/o Gary Prewitt
12 Allen Road
Eldon, MO 65026

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: ASSESSED VALUE:

09-3.0-06.2-000.0-002-061.000 \$5,140

[SIGNATURE PAGE FOLLOWS]

By executing this Petition on this 3rd day of January, 2023, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named on the immediately preceding page. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

**LAKE DIVERSIFIED INVESTMENTS, LLC, a
Missouri limited liability company**

By: 
Name: Gary Prewitt
Title: Managing Member

STATE OF MISSOURI)
)
COUNTY OF Miller) SS.

On this 3rd day of January in the year 2023 before me, Cynthia Horton, a Notary Public in and for said state, personally appeared Gary Prewitt, the Managing Member of Lake Diversified Investments, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 3rd day of January, 2023.

Cynthia Horton
Notary Public
Printed Name: Cynthia Horton
My Commission Expires: 3-13-2026

Exhibit A

Legal Description of Proposed District

TRACT ONE

A part of Government Lots 2 and 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and part of Government Lots 8 and 10 of the northeast quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“BEGINNING at the northwest corner of the east half of Government Lot 2 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running in a southerly direction along and with the west line of the said east half to a point located on the northerly right-of-way of Beach Drive; thence departing the said west line in a southeasterly direction along and with the said northerly right-of-way to a point located on the westerly right-of-way of Osage Beach Parkway and marking the southeast corner of a tract of land recorded at Book 806 Page 847 at the Camden County Recorder’s Office; thence departing the said northerly right-of-way in a southerly direction along and with the said westerly right-of-way of Osage Beach Parkway to a point located on the southerly right-of-way of said Beach Drive and marking northeast corner of a tract of land recorded at Book 617 Page 488 at the Camden County Recorder’s Office; thence departing the said southerly right-of-way in a southerly direction along and with the easterly boundary of the said tract of land recorded at Book 617 Page 488 to a point located on the south line of Lot 2 of Shady Acres Subdivision, a subdivision of record at the Camden County Recorder’s Office; thence departing the said easterly boundary line in a northwesterly direction to the southwest corner of said Lot 2; thence departing the said south line in a northerly direction along and with the west line of said Lot 2 to the southeast corner of Lot 29 of Kirkwood Harbor, a subdivision of record at the Camden County Recorder’s Office; thence departing the said west line in a southwesterly direction along and with the south line of said Lot 29 to a point located on the centerline of Carie Lane; thence departing the said south line in a southwesterly direction along and with the centerline of said Carie Lane to a point marking the most southerly corner of Lot 23 of Kirkwood Harbor; thence departing the said centerline in a northwesterly direction along and with the south line of said Lot 23 to the southwest corner of said Lot 23; thence departing the said south line in a northerly direction along and with the west line of said Lot 23 to a point parking the southerly common lot corner of Lots 35 and 36 of said Kirkwood Harbor; thence departing the said west line in a westerly direction along and with the south lines of Lots 36, 37 and 38 of said Kirkwood Harbor to the southwest corner of said Lot 38; thence departing the said south line in a southwesterly then northwesterly direction along and with the outboundary line Lot 1 of Kirkwood Pines, a subdivision of record at the Camden County Recorder’s, to the southerly common lot corner of said Lot 1 and Lot 2 of said Kirkwood Pines; thence departing the said outboundary line of Lot 1 in a southwesterly direction along the south line of said Lot 2 of Kirkwood Pines to the easterly right-of-way of Beach Drive; thence departing the said south line of Lot 2 in a northwesterly direction along and with the easterly right-of-way of said

Beach Drive to the north line of said Lot 2 of Kirkwood Pines; thence departing the said easterly right-of-way in a northeasterly direction along and with the north lines of said Lot 2 and Lot 1 of Kirkwood Pines to a point located on the centerline of said Beach Drive; thence departing the said north line in a northwesterly direction along and with the said centerline of Beach Drive to the southwest corner of Lot 1 of Backwater Jacks 2, a subdivision of record at the Camden County Recorder's Office; thence departing the said centerline in a northwesterly direction along and with the west line of said Lot 1 of Backwater Jacks 2 to a point located on the northerly right-of-way of said Beach Drive and marking the southerly common lot corner of said Lot 1 of Backwater Jacks 2 and Lot 5 of Bellavilla Point Amended, a subdivision of record at the Camden County Recorder's Office; thence departing the said west line of Lot 1 in a southwesterly direction along and with the northerly right-of-way of said Beach drive to the intersection of said Beach Drive and southerly right-of-way of Cozy Ct, thence departing the said northerly right-of-way of Beach Drive in a westerly direction along and with the southerly right-of-way of said Cozy Ct to a the easterly common lot corner of Lots 1 and 2 of said Bellavilla Point Amended; thence departing the said southerly right-of-way of Cozy Ct in a southwesterly direction along and with the common lot line of said Lots 1 and 2 to the 662 contour of the Lake of the Ozarks; thence departing the said common lot line along and with the said 662 in a generally northeasterly thence westerly direction to the southwest corner of Lot 1A of A Resubdivision of Lots 1 and 2 of Osage Beach Third Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said 662 contour in a northerly direction along the west line of said Lot 1A to the northwest corner of said Lot 1A and located on the southerly right-of-way of Taylor Lane; thence departing the said west line in a southeasterly direction along and with the said southerly right-of-way of Taylor Lane to the southeast corner of the said right-of-way of Taylor Lane; thence departing the said southerly right-of-way of Taylor Lane in a northerly direction along and with the easterly right-of-way of said Taylor Lane to the northeast corner of the said right-of-way of Taylor Lane and located on the south line of Lot 42 of Osage Beach Third Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said easterly right-of-way in a northwesterly direction along and with the south line of said Lot 42 and the northerly right-of-way of said Taylor Lane to the southerly point of a conditional line recorded in Book 795 Page 252, at the Camden County Recorder's Office; thence departing the said south line and northerly right-of-way in a northerly direction along and with the said conditional line Recorded Book 795 Page 252 to the northerly point of the said conditional line located on the southerly right-of-way of Sunset Drive; thence departing the said conditional line northeasterly direction along and with the said southerly right-of-way of Sunset Drive to the northwest corner of Lot 2H of Sunset Twenty-Two Second Addition Amended Plat, a subdivision of record at the Camden County Recorder's Office; thence departing the said southerly right-of-way in a southerly direction along and with the west line of said Lot 2H to the northwest corner of Lot 4 of Valley View Estates First Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said west line of Lot 2H in a easterly direction along and with the north lines of Lots 1, 2, 3 and 4 of said Valley View Estates First Addition to the northerly common lot corner of said Lot 1 of Valley View Estates First Addition and Lot 1C of A Resubdivision of Ave Subdivision, a subdivision of record at the Camden County Recorder's Office; thence departing the said north lines in a southerly direction along and with the common lot line of said Lot 1 of Valley View Estates First Addition and Lot 1C of A Resubdivision of Ave Subdivision to the centerline of Valley View Drive; thence departing the said common lot

line in a southerly direction along and with the said centerline of Valley View Drive to the westerly right-of-way of said Osage Beach Parkway; thence departing the said centerline in a southwesterly direction along and with the said westerly right-of-way to the south line of Lot 1 of Valley View Estates, a subdivision of record at the Camden County Recorder's Office; thence departing the said westerly right-of-way in a westerly direction along and with the south lines of Lot 1, 4, 5, 6 and 7 of said Valley View Estates to the southerly common lot corner of said Lot 7 of Valley View Estates and Lot 4 of Valley View Estates First Addition; thence departing the said south line in westerly direction along and with the south line of said Lot 4, returning to the POINT OF BEGINNING. Excepting out Lots 30, 33, 34 and Tract B of Kirkwood Harbor, that part of Lot 1 of Osage Beach Development No. 4 recorded in Book 773 Page 610 at the Camden County Recorder's Office and Park as shown on the plat of Valley View Estates."

Subject to the right-of-way of Beach Drive, Osage Beach Parkway, Sunset Drive, Valley View Drive, Cozy Ct, Carie Lane, Taylor Lane and to any other rights-of-way, easements or restrictions either of record or not.

"TRACT ONE" is for identification purposes only and is not part of the above description.

END OF DESCRIPTION

Exhibit B

Boundary Map of the Proposed District

The boundaries of the proposed District are outlined as shown on the attached survey.

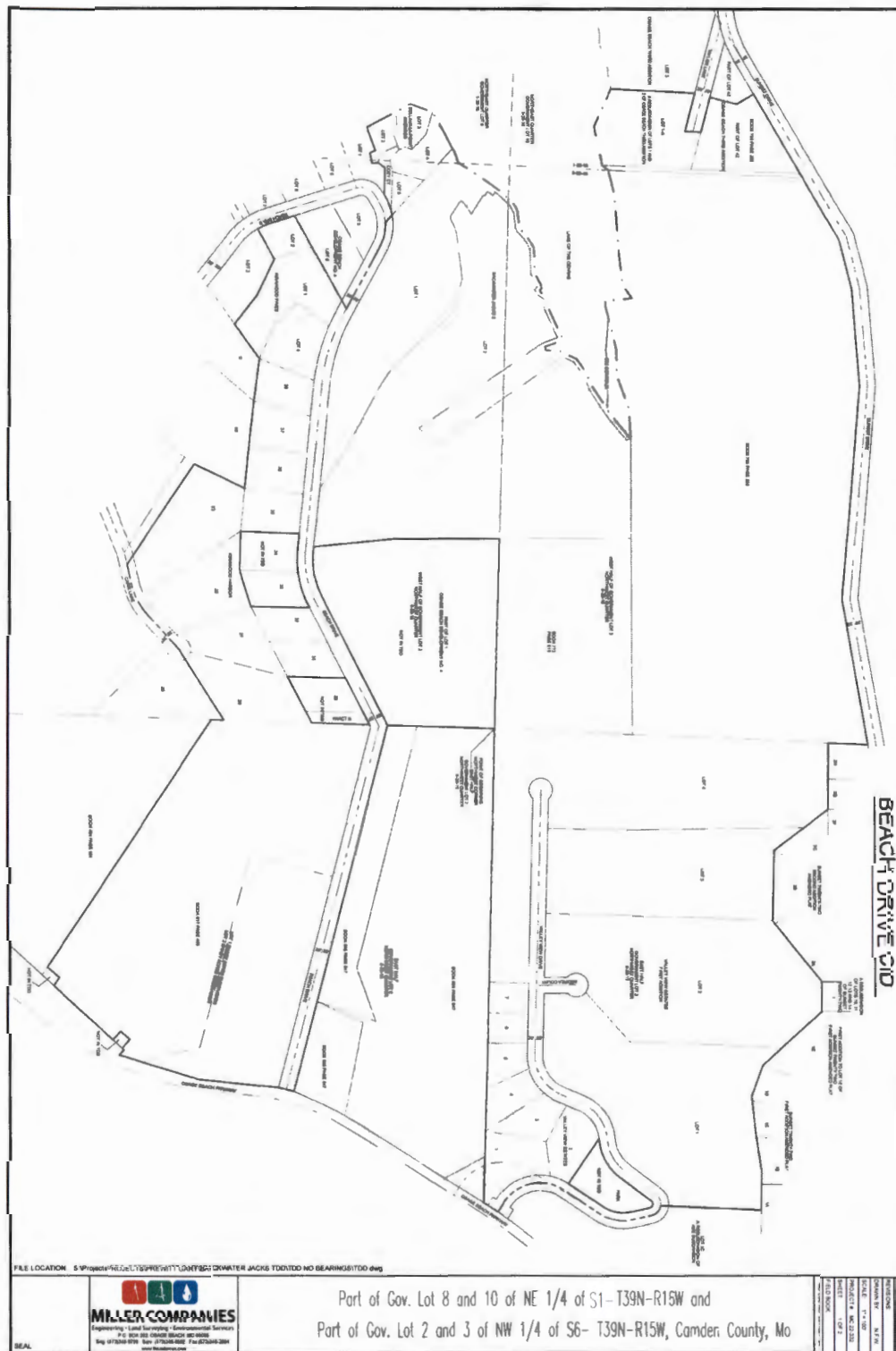


Exhibit C

FIVE-YEAR PLAN

BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT

DATED: FEBRUARY 20, 2023

Introduction

Arapaho, LLC; Jessica Prewitt; Karen Prewitt; Ozark Property Holdings LLC; Grand Teton Mountain Investments, LLC; Prewitt's Hwy 54 Enterprises, LLC; and Lake Diversified Investments LLC (collectively, the "**Petitioners**") propose to create the Beach Drive Community Improvement District (the "**District**") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "**CID Act**"). Section 67.1421 of the CID Act requires that the petition for the creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "**Plan**") is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement within a specific area or section of the municipality in order to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated proposed District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the proposed District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the proposed District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition to Establish a Community Improvement District (the "**Petition**") to which it is attached and incorporated therein by reference.

A. District Location and Formation

The proposed District consists of real property totaling approximately 74 acres all within the City of Osage Beach, Missouri (the "**City**"). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes imposed within its boundaries.

B. District Revenues

The proposed District is being formed to raise revenues by imposing an additional community improvement district wide sales and use tax (the "**Sales Tax**") at the rate of up to one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the Sales Tax is subject to approval by the qualified voters within the proposed District. To the extent that there are no registered voters within the proposed District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of Camden County, Missouri as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's Board of Directors will submit the question of whether it shall be authorized to impose the Sales Tax to the qualified voters for approval.

Notwithstanding anything in the CID Act or the Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes.

C. Summary of Improvements and Services to be Provided

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the public improvements or provide for any of the activities or services set forth in the CID Act. Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations or cause obligations to be issued on its behalf, in one or more phases, and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is proposed to provide funding for those powers of a district provided under Section 67.1461.1 of the CID Act and various public improvements (as further described below) within the proposed District's boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial development within the proposed District (together with any public improvements, activities or services outlined in this Section C, the "**Project**") as allowed under the CID Act. The estimated cost of the Project is \$6,188,825.00, as described in the chart on the following page.

Beach Drive CID Budget	
Description	Budgeted Amount
Beach Drive Roadway Improvement Budget	
Site Preparation	21,700
Roadway	
Aggregate Base	15,750
Pavement	99,050
Curb/Gutter	54,250
Driveway Pavement	8,400
Driveway Culvert	10,500
Sidewalks	34,650
Earth Excavation	157,850
Streetlights	24,500
Marking & Striping	
4" SYL (Solid)	3,675
Signs	1,750
Utility Infrastructure	
Sanitary Sewer Improvements	101,500
Sanitary Water Improvements	43,400
Miscellaneous	
Contingencies	56,000
Traffic Control	7,350
Beach Drive Total:	\$ 640,325.00
Arapaho Property Road Improvements	
Roadway	
Earth Excavation	115,200
Aggregate Base	112,500
Asphalt Pavement	145,000
Curb/Gutter	45,000
Concrete Pavement Road Sections	85,000
Sidewalks	99,000
Storm Sewer	35,250
Landscaping	62,500
Striping	2,500
Contingency	60,000
Total:	\$ 761,950.00
Arapaho Property Parking Lot and Entrance	
Property Acquisition	275,000
Mobilization	20,000
Clearing/Grubbing	32,000
Site Preparation	13,750
Aggregate Base	150,500
Pavement	225,750
Shoulder	13,050
Driveway Concrete	65,000
Earth Excavation	320,000
Rock Excavation	135,000
Striping	7,500
Signs	1,500
Concrete Light Standards	35,000
New Electric Service	62,000
Parking Lot/Roadway Lights	125,000
Storm Drainage	45,000
Retaining Walls	45,000
Rip/Rap	18,000
Landscaping	62,500
Hydro Seeding	30,000
Contingencies	115,000
Total:	\$ 1,796,550.00
Arapaho Phase 2 Development Costs	
Clearing/Grubbing	50,000
Grading	1,250,000
Aggregate Base	250,000
Curb/Gutter	150,000
Roadway and Parking Lot Asphalt	600,000
Roadway/Parking Lot Lights	175,000
Landscaping	275,000
Hydro Seeding	30,000
Total:	\$ 2,780,000.00
Engineering Costs	145,000
Utility Relocation (Power Pole and Utility)	20,000
Right-of-Way Related Costs, Fees and Expenses	
Purchase of Right-of-Way Property	20,000
Curb Cut Construction and Costs	25,000
TOTAL:	\$ 6,188,825.00

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the Project. Sales Tax revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both.

On an annual basis, the Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's Board of Directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the Project or any obligations issued by or on behalf of the proposed District to finance the costs of the Project. This formula will be applied throughout the term of the proposed District.

The CID Act mandates that existing City services will continue to be provided within a proposed district at the same level as before the proposed district was created (unless services are decreased throughout the City) and that any proposed district services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the proposed District at the same level as before the proposed District was created, and the proposed District will not cause the level of City services within the proposed District to diminish. Without the additional funding provided by the proposed District, the Petitioner would not be able to adequately develop, operate and maintain the Project.

D. Estimate of Costs of Services and Improvements to be Incurred

The total estimated cost of the Project over the initial five-year period is approximately \$6,188,825.00. As stated above, Sales Tax revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both.

E. Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided by the proposed District over the initial five-year period.

<u>Year</u>	<u>Improvements, Activities and Services</u>
2023	• Establish District • Project commences • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • District's Board of Directors authorizes imposition of Sales Tax • District holds mail-in election to impose Sales Tax • Provide for collection of Sales Tax

<u>Year</u>	<u>Improvements, Activities and Services</u>
2024	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2025	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2026	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2027	• Project completed • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax

Exhibit A

Legal Description of Proposed District

TRACT ONE

A part of Government Lots 2 and 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and part of Government Lots 8 and 10 of the northeast quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“BEGINNING at the northwest corner of the east half of Government Lot 2 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running in a southerly direction along and with the west line of the said east half to a point located on the southerly right-of-way of Beach Drive; thence departing the said west line in a southeasterly direction along and with the said southerly right-of-way to a point located on the westerly right-of-way of Osage Beach Parkway and marking the northeast corner of a tract of land recorded at Book 617 Page 488 at the Camden County Recorder's Office; thence departing the said southerly right-of-way in a southerly direction along and with the easterly boundary of the said tract of land recorded at Book 617 Page 48 to a point located on the south line of Lot 2 of Shady Acres Subdivision, a subdivision of record at the Camden County Recorder's Office; thence departing the said easterly boundary line in a northwesterly direction to the southwest corner of said Lot 2; thence departing the said south line in a northerly direction along and with the west line of said Lot 2 to the southeast corner of Lot 29 of Kirkwood Harbor, a subdivision of record at the Camden County Recorder's Office; thence departing the said west line in a southwesterly direction along and with the south line of said Lot 29 to a point located on the centerline of Carie Lane; thence departing the said south line in a southwesterly direction along and with the centerline of said Carie Lane to a point marking the most southerly corner of Lot 23 of Kirkwood Harbor; thence departing the said centerline in a northwesterly direction along and with the south line of said Lot 23 to the southwest corner of said Lot 23; thence departing the said south line in a northerly direction along and with the west line of said Lot 23 to a point parking the southerly common lot corner of Lots 35 and 36 of said Kirkwood Harbor; thence departing the said west line in a westerly direction along and with the south lines of Lots 36, 37 and 38 of said Kirkwood Harbor to the southwest corner of said Lot 38; thence departing the said south line in a southwesterly then northwesterly direction along and with the outboundary line Lot 1 of Kirkwood Pines, a subdivision of record at the Camden County Recorder's, to the southerly common lot corner of said Lot 1 and Lot 2 of said Kirkwood Pines; thence departing the said outboundary line of Lot 1 in a southwesterly direction along the south line of said Lot 2 of Kirkwood Pines to the easterly right-of-way of Beach Drive; thence departing the said south line of Lot 2 in a northwesterly direction along and with the easterly right-of-way of said Beach Drive to the north line of said Lot 2 of Kirkwood Pines; thence departing the said easterly right-of-way in a northeasterly direction along and with the north lines of said Lot 2 and Lot 1 of Kirkwood Pines to a point located on the centerline of said Beach Drive; thence departing the said north line in a northwesterly direction along and with the said centerline of Beach Drive to the southwest corner of Lot 1 of Backwater Jacks 2, a subdivision of record at the Camden County Recorder's Office; thence departing the said centerline in a northwesterly direction along and with the west line of said Lot 1 of Backwater Jacks 2 to a point located on the northerly right-of-way of said Beach Drive and marking the southerly common lot corner of said Lot 1 of Backwater Jacks 2 and Lot 5 of Bellavilla Point Amended, a subdivision of record at the Camden County Recorder's Office; thence departing the said west line of Lot 1 in a southwesterly direction along and with the northerly right-of-way of said Beach drive to the intersection of said Beach Drive and southerly right-of-way of Cozy Ct, thence departing the said northerly right-of-way of Beach Drive in a westerly direction along and with the southerly right-of-

way of said Cozy Ct to a the easterly common lot corner of Lots 1 and 2 of said Bellavilla Point Amended; thence departing the said southerly right-of-way of Cozy Ct in a southwesterly direction along and with the common lot line of said Lots 1 and 2 to the 662 contour of the Lake of the Ozarks; thence departing the said common lot line along and with the said 662 in a generally northeasterly thence westerly direction to the southwest corner of Lot 1A of A Resubdivision of Lots 1 and 2 of Osage Beach Third Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said 662 contour in a northerly direction along the west line of said Lot 1A to the northwest corner of said Lot 1A and located on the southerly right-of-way of Taylor Lane; thence departing the said west line in a southeasterly direction along and with the said southerly right-of-way of Taylor Lane to the southeast corner of the said right-of-way of Taylor Lane; thence departing the said southerly right-of-way of Taylor Lane in a northerly direction along and with the easterly right-of-way of said Taylor Lane to the northeast corner of the said right-of-way of Taylor Lane and located on the south line of Lot 42 of Osage Beach Third Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said easterly right-of-way in a northwesterly direction along and with the south line of said Lot 42 and the northerly right-of-way of said Taylor Lane to the southerly point of a conditional line recorded in Book 795 Page 252, at the Camden County Recorder's Office; thence departing the said south line and northerly right-of-way in a northerly direction along and with the said conditional line Recorded Book 795 Page 252 to the northerly point of the said conditional line located on the southerly right-of-way of Sunset Drive; thence departing the said conditional line northeasterly direction along and with the said southerly right-of-way of Sunset Drive to the northwest corner of Lot 2H of Sunset Twenty-Two Second Addition Amended Plat, a subdivision of record at the Camden County Recorder's Office; thence departing the said southerly right-of-way in a southerly direction along and with the west line of said Lot 2H to the northwest corner of Lot 4 of Valley View Estates First Addition, a subdivision of record at the Camden County Recorder's Office; thence departing the said west line of Lot 2H in a easterly direction along and with the north lines of Lots 1, 2, 3 and 4 of said Valley View Estates First Addition to the northerly common lot corner of said Lot 1 of Valley View Estates First Addition and Lot 1C of A Resubdivision of Ave Subdivision, a subdivision of record at the Camden County Recorder's Office; thence departing the said north lines in a southerly direction along and with the common lot line of said Lot 1 of Valley View Estates First Addition and Lot 1C of A Resubdivision of Ave Subdivision to the centerline of Valley View Drive; thence departing the said common lot line in a southerly direction along and with the said centerline of Valley View Drive to the westerly right-of-way of said Osage Beach Parkway; thence departing the said centerline in a southwesterly direction along and with the said westerly right-of-way to the south line of Lot 1 of Valley View Estates, a subdivision of record at the Camden County Recorder's Office; thence departing the said westerly right-of-way in a westerly direction along and with the south lines of Lot 1, 4, 5, 6 and 7 of said Valley View Estates to the southerly common lot corner of said Lot 7 of Valley View Estates and Lot 4 of Valley View Estates First Addition; thence departing the said south line in westerly direction along and with the south line of said Lot 4, returning to the POINT OF BEGINNING. Excepting out Lots 30, 33, 34 and Tract B of Kirkwood Harbor and that part of Lot 1 of Osage Beach Development No. 4 recorded in Book 773 Page 610 at the Camden County Recorder's Office."

Subject to the right-of-way of Beach Drive, Osage Beach Parkway, Sunset Drive, Valley View Drive, Cozy Ct, Carie Lane, Taylor Lane and to any other rights-of-way, easements or restrictions either of record or not.

"TRACT ONE" is for identification purposes only and is not part of the above description.

END OF DESCRIPTION

Exhibit B

Boundary Map of the Proposed District

The boundaries of the proposed District are outlined as shown on the attached survey.

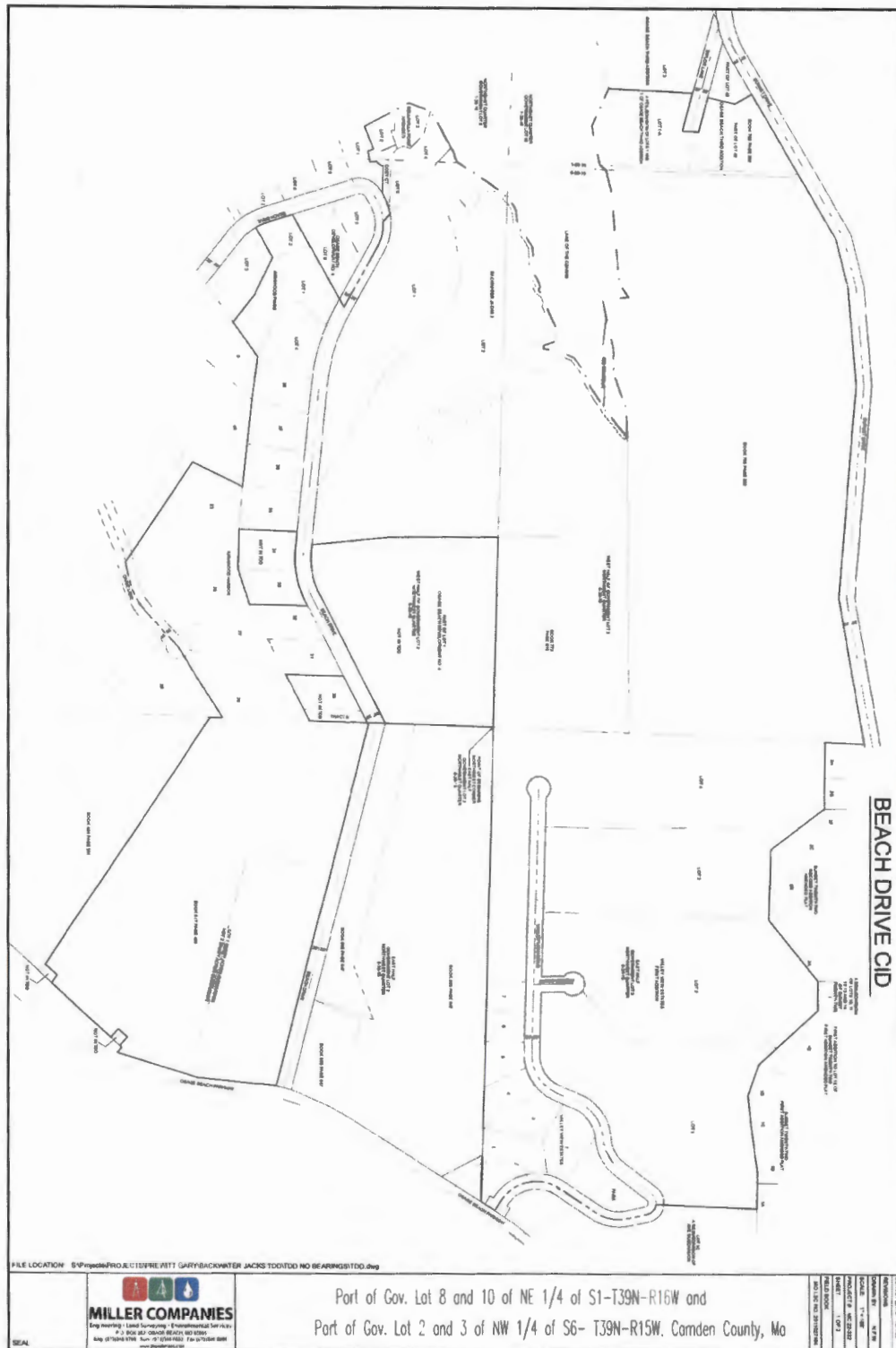


Exhibit C

FIVE-YEAR PLAN

BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT

DATED: JANUARY 6, 2023

Introduction

Arapaho, LLC; Jessica Prewitt; Karen Prewitt; Ozark Property Holdings LLC; Grand Teton Mountain Investments, LLC; Prewitt's Hwy 54 Enterprises, LLC; and Lake Diversified Investments LLC (collectively, the "**Petitioner**") propose to create the Beach Drive Community Improvement District (the "**District**") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "**CID Act**"). Section 67.1421 of the CID Act requires that the petition for the creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "**Plan**") is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement within a specific area or section of the municipality in order to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated proposed District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the proposed District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the proposed District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition to Establish a Community Improvement District (the "**Petition**") to which it is attached and incorporated therein by reference.

A. District Location and Formation

The proposed District consists of real property totaling approximately 80.000 acres all within the City of Osage Beach, Missouri (the "**City**"). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes imposed within its boundaries.

B. District Revenues

The proposed District is being formed to raise revenues by imposing an additional community improvement district wide sales and use tax (the "**Sales Tax**") at the rate of up to one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the Sales Tax is subject to approval by the qualified voters within the proposed District. To the extent that there are no registered voters within the proposed District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of Camden County, Missouri as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's Board of Directors will submit the question of whether it shall be authorized to impose the Sales Tax to the qualified voters for approval.

Notwithstanding anything in the CID Act or the Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes.

C. Summary of Improvements and Services to be Provided

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the public improvements or provide for any of the activities or services set forth in the CID Act. Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations or cause obligations to be issued on its behalf, in one or more phases, and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is proposed to provide funding for those powers of a district provided under Section 67.1461.1 of the CID Act and various public improvements (as further described below) within the proposed District's boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial development within the proposed District (together with any public improvements, activities or services outlined in this Section C, the "**Project**") as allowed under the CID Act. The estimated cost of the Project is \$6,188,825.00, as described in the chart on the following page.

Beach Drive CID Budget	
Description	Budgeted Amount
Beach Drive Roadway Improvement Budget	
Site Preparation	21,700
Roadway	
Aggregate Base	15,750
Pavement	99,050
Curb/Gutter	54,250
Driveway Pavement	8,400
Driveway Culvert	10,500
Sidewalks	34,650
Earth Excavation	157,850
Streetlights	24,500
Marking & Striping	
4" SYL (Solid)	3,675
Signs	1,750
Utility Infrastructure	
Sanitary Sewer Improvements	101,500
Sanitary Water Improvements	43,400
Miscellaneous	
Contingencies	56,000
Traffic Control	7,350
Beach Drive Total:	\$ 640,325.00
Arapaho Property Road Improvements	
Roadway	
Earth Excavation	115,200
Aggregate Base	112,500
Asphalt Pavement	145,000
Curb/Gutter	45,000
Concrete Pavement Road Sections	85,000
Sidewalks	99,000
Storm Sewer	35,250
Landscaping	62,500
Striping	2,500
Contingency	60,000
Total:	\$ 761,950.00
Arapaho Property Parking Lot and Entrance	
Property Acquisition	275,000
Mobilization	20,000
Clearing/Grubbing	32,000
Site Preparation	13,750
Aggregate Base	150,500
Pavement	225,750
Shoulder	13,050
Driveway Concrete	65,000
Earth Excavation	320,000
Rock Excavation	135,000
Striping	7,500
Signs	1,500
Concrete Light Standards	35,000
New Electric Service	62,000
Parking Lot/Roadway Lights	125,000
Storm Drainage	45,000
Retaining Walls	45,000
Rip/Rap	18,000
Landscaping	62,500
Hydro Seeding	30,000
Contingencies	115,000
Total:	\$ 1,796,550.00
Arapaho Phase 2 Development Costs	
Clearing/Grubbing	50,000
Grading	1,250,000
Aggregate Base	250,000
Curb/Gutter	150,000
Roadway and Parking Lot Asphalt	600,000
Roadway/Parking Lot Lights	175,000
Landscaping	275,000
Hydro Seeding	30,000
Total:	\$ 2,780,000.00
Engineering Costs	
Utility Relocation (Power Pole and Utility)	145,000
	20,000
Right-of-Way Related Costs, Fees and Expenses	
Purchase of Right-of-Way Property	20,000
Curb Cut Construction and Costs	25,000
TOTAL:	\$ 6,188,825.00

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the Project. Sales Tax revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both.

On an annual basis, the Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's Board of Directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the Project or any obligations issued by or on behalf of the proposed District to finance the costs of the Project. This formula will be applied throughout the term of the proposed District.

The CID Act mandates that existing City services will continue to be provided within a proposed district at the same level as before the proposed district was created (unless services are decreased throughout the City) and that any proposed district services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the proposed District at the same level as before the proposed District was created, and the proposed District will not cause the level of City services within the proposed District to diminish. Without the additional funding provided by the proposed District, the Petitioner would not be able to adequately develop, operate and maintain the Project.

D. Estimate of Costs of Services and Improvements to be Incurred

The total estimated cost of the Project over the initial five-year period is approximately \$6,188,825.00. As stated above, Sales Tax revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both.

E. Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided by the proposed District over the initial five-year period.

<u>Year</u>	<u>Improvements, Activities and Services</u>
2023	• Establish District • Project commences • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • District's Board of Directors authorizes imposition of Sales Tax • District holds mail-in election to impose Sales Tax • Provide for collection of Sales Tax

<u>Year</u>	<u>Improvements, Activities and Services</u>
2024	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2025	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2026	• Project continues • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax
2027	• Project completed • Provide financing for a portion of the costs of the Project • District provides for its on-going administration • Provide for collection of Sales Tax

COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

THIS COOPERATION AND TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of [*April __, 2023*], by and among the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “*City*”), the **BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “*CID*”), the **BEACH DRIVE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “*TDD*”), and **ARAPAHO LLC**, a Missouri limited liability company (the “*Developer*” and collectively with the City, the CID and the TDD, the “*Parties*”).

RECITALS:

A. On [*April __, 2023*], the City’s Board of Aldermen adopted Ordinance No. _____, approving a petition to establish the CID and authorizing the execution of this Agreement.

B. On [*_____, 2023*], the Circuit Court of Camden County, Missouri entered a Judgment and Order establishing the TDD.

C. On [*April __, 2023*], the respective Boards of Directors of the CID and the TDD adopted resolutions authorizing the CID and the TDD to execute this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

“*Annual Operating Costs*” shall have the meaning set forth in **Section 13(b)**.

“*Certificate of Substantial Completion*” means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City’s written acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to complete the CID Project and the TDD Project. The Certificate of Substantial Completion does not constitute a City’s acceptance of any dedication of the City Portion of the TDD Project.

“*CID*” means the Beach Drive Community Improvement District and its successors and assigns.

“*CID Act*” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“*CID Easement*” means an easement granted by the Developer in favor of the CID, permitting public access to parking lots and certain other improvements constructed as part of the CID Project (and not otherwise dedicated to the City, the County or the State).

“*CID Petition*” means the petition submitted to and verified by the City with respect to the formation of the CID and the development of the CID Project.

“*CID Project*” means, collectively, the projects described in the CID Petition, the budget for which is included as **Exhibit A** attached hereto.

“*City*” means the City of Osage Beach, Missouri.

“*City Portion of the TDD Project*” means the portion of the TDD Project that will be dedicated to the City upon completion (provided it is completed to the City’s generally applicable standards for accepting dedication of public improvements), and generally consisting of improvements to Beach Drive and the improvement or construction of other City streets.

“*County*” means Camden County, Missouri.

“*Excusable Delay*” shall have the meaning set forth in **Section 11(i)**.

“*Financing Obligations*” means the reimbursement, financing or refinancing of Reimbursable CID Project Costs and Reimbursable TDD Project Costs as set forth in **Section 13**, including the reimbursement payments described in **Section 13(b)**.

“*MHTC*” means Missouri Highways and Transportation Commission or successor agency of the State.

“*Reimbursable CID Project Costs*” shall have the meaning set forth in **Section 13(a)(i)**.

“*Reimbursable TDD Project Costs*” shall have the meaning set forth in **Section 13(a)(ii)**.

“*Related Entity*” means any party or entity controlled by Gary Prewitt or otherwise related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party or entity controlled by or under common control with the Developer.

“*State*” means the State of Missouri.

“*TDD*” means the Beach Drive Transportation Development District and its successors and assigns.

“*TDD Act*” means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

“*TDD Easement*” means an easement granted by the Developer in favor of the TDD, permitting public access to parking lots and certain other improvements constructed as part of the TDD Project (and not otherwise dedicated to the City, the County or the State).

“*TDD Project*” means, collectively, the projects described on **Exhibit B** attached hereto.

Section 2. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 3. Authority of the TDD. The TDD has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 4. Authority of the Developer. The Developer has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 5. CID Sales Tax. Promptly following the approval of this Agreement by the CID's Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the "*CID Sales Tax*"). Subject to voter approval, the CID Sales Tax to be levied by the CID's Board of Directors shall not exceed one percent (1.00%).

Section 6. TDD Sales Tax. Promptly following the approval of this Agreement by the TDD's Board of Directors, the TDD shall adopt a resolution to impose a transportation development district sales tax (the "*TDD Sales Tax*"). Subject to voter approval, the TDD Sales Tax to be levied by the TDD's Board of Directors shall not exceed one percent (1.00%).

Section 7. Continuing Existence of the CID. The CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax until all Financing Obligations payable from CID Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires while Financing Obligations are outstanding, in which case the CID may take appropriate action to wind up its affairs).

Section 8. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

Section 9. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage Lathrop GPM LLP or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Administrator, to administer the affairs of the CID and of the TDD.

Section 10. District Governance.

(a) Subject to (b) below, the Developer shall (or shall cause any Related Entities owning property in the CID and the TDD boundaries to) authorize three persons designated by the City's Mayor (the "*City Designees*") to be its authorized representatives for the purpose of qualifying to serve on the

Boards of Directors of the CID and the TDD. At least one City Designee on the CID's Board of Directors shall satisfy the requirements of Section 67.1451.2(3) of the CID Act. The Developer shall (and shall cause any Related Entities owning property in the TDD boundaries to) vote to elect the City Designees to the TDD's Board of Directors in accordance with the TDD Act. Except as described in subsection (b) below, the remaining two (2) members of the CID's Board of Directors shall be selected by the Developer and/or its Related Entities (so long as Developer or the applicable Related Entity is an owner of any business or property located within the CID). Except as described in subsection (b) below, following election of the City Designees, the remaining two (2) members of the TDD's Board of Directors shall be elected in the sole discretion of the of the owners of property within the TDD boundaries.

(b) If, at any time, any of the following occurs: (i) the CID's Board of Directors or the TDD's Board of Directors fails to appropriate CID Sales Tax revenues or TDD Sales Tax revenues, as applicable, in accordance with this Agreement (i.e., for purposes of paying the Annual Operating Costs of the CID and the TDD and paying the Financing Obligations); or (ii) the City defaults or breaches its obligations under this Agreement, then the number of City Designees provided in (a) above shall be reduced from three (3) representatives to two (2) representatives.

Section 11. Construction of the District Projects.

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the Developer shall obtain all inspections, tests and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and to enter into one or more construction contracts to complete the CID Project and the TDD Project. The Developer shall advance all costs of designing, planning, constructing and completing the CID Project and the TDD Project, subject to reimbursement as provided in **Section 13**. The CID Project and the TDD Project shall be completed in good and workmanlike manner in accordance with all applicable laws and regulations.

(b) The Developer shall complete the CID Project and the TDD Project by December 31, 2027, subject to an Excusable Delay as described in (i) below.

(c) The City and its duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than three business days' prior written notice, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the CID Project and the TDD Project.

(d) All construction contracts for the CID Project and the TDD Project entered into by or on behalf of the Developer (including any Related Entity), the CID or the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the CID Project and/or TDD Project.

(e) The Developer shall obtain or cause to be obtained all necessary Governmental Approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for the Governmental Approvals promptly as received.

(f) The Developer shall comply with all federal, state and local laws relating to the construction of the CID Project and the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the CID Project, the TDD Project or portions thereof.

(g) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the CID Project and the TDD Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(h) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

(i) Notwithstanding anything to the contrary contained herein, the schedule for substantially completing the CID Project and the TDD Project described in (b) above shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer, including acts of God, labor disputes, strikes, lockouts, civil disorder or unrest, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the CID Project or the TDD Project, as applicable (provided that commercially reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, fire, unusually adverse weather conditions, unusually wet soil conditions, unavoidable casualties, materially adverse litigation relating to the CID Project or the TDD Project, as applicable, the occurrence of a public health emergency that materially impacts availability of labor, or any causes beyond the Developer's reasonable control, or by any other cause which the City reasonably determines may justify the delay (each, an "*Excusable Delay*"). No Excusable Delay will be deemed to exist unless the Developer notifies the City in writing of such Excusable Delay within 60 days after the commencement of the event causing such Excusable Delay (or within 60 days after the date that the Developer should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or a Related Entity or attributable to actions or inaction by the Developer or a Related Entity.

Section 12. Certificate of Substantial Completion. Promptly after substantial completion of the CID Project and the TDD Project, the Developer shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the CID Project and/or TDD Project in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such acceptance.

Section 13. Financing of the District Projects.

(a) In order to be reimbursed for costs of the TDD Project and the CID Project, as applicable, the Developer shall, no more frequently than quarterly:

(i) provide to the CID an accounting of all costs advanced by the Developer on behalf of the CID to construct the applicable portion of the CID Project accompanied by a statement rendered by legal counsel stating that such costs are eligible to be paid or reimbursed from CID Sales Tax revenues pursuant to the CID Act (the “*Reimbursable CID Project Costs*”); and

(ii) provide to the TDD an accounting of all costs advanced by the Developer on behalf of the TDD to construct the applicable portion of the TDD Project accompanied by a statement rendered by legal counsel stating that such costs are eligible to be paid or reimbursed from TDD Sales Tax revenues pursuant to the TDD Act (the “*Reimbursable TDD Project Costs*”).

The Parties expect that the CID Project and the TDD Project will include many, if not all, of the same components. Accordingly, many, if not all of the Reimbursable CID Project Costs and the Reimbursable TDD Project Costs could be reimbursed by either the CID or the TDD (but not both). The Developer may allocate dual-qualifying CID Project and TDD Project costs between the CID and the TDD at its discretion so long as such allocation is documented in the accountings required by (i) and (ii) above, and the aggregate total of Reimbursable CID Project Costs and the Reimbursable TDD Project Costs does not exceed \$6,188,825. Notwithstanding anything in this Agreement to the contrary, in the event any dual-qualifying Reimbursable CID Project Costs remain unreimbursed to the Developer as of the date that all Reimbursable TDD Project Costs have been fully reimbursed to the Developer, such dual-qualifying Reimbursable CID Project Costs may be submitted to the TDD under (a)(ii) above and, following approval of such unreimbursed costs by the TDD, such costs may then be recharacterized as Reimbursable TDD Project Costs and such costs may be reimbursed using TDD Sales Tax revenues. Conversely, and notwithstanding anything in this Agreement to the contrary, in the event any dual-qualifying Reimbursable TDD Project Costs remain unreimbursed to the Developer as of the date that all Reimbursable CID Project Costs have been fully reimbursed to the Developer, such dual-qualifying Reimbursable TDD Project Costs may be submitted to the CID under (a)(i) above and, following approval of such unreimbursed costs by the CID, such costs may then be recharacterized as Reimbursable CID Project Costs and such costs may be reimbursed using CID Sales Tax revenues. The foregoing notwithstanding, interest shall begin accruing on such dual-qualifying Reimbursable TDD Project Costs and Reimbursable CID Project Costs as of the date that such costs are first approved by the CID or the TDD, as applicable, whether or not those same costs are subsequently approved as provided under this subsection (a).

(b) Following receipt of the submittals described in (a) above and any additional information reasonably requested by the CID or the TDD to verify the Developer’s submittals:

(i) the CID shall use all CID Sales Tax revenues, less Annual Operating Costs, to reimburse the Developer for Reimbursable CID Project Costs; and

(ii) the TDD, shall use all TDD Sales Tax revenues, less Annual Operating Costs, to reimburse the Developer for Reimbursable TDD Project Costs.

For the purposes of this Agreement, the term “*Annual Operating Costs*” means up to \$10,000 for each of the CID and the TDD beginning with the first fiscal year of the CID and the TDD in which CID Sales Tax revenues and TDD Sales Tax revenues are generated, increased by 3% for each fiscal year thereafter.

(c) The reimbursement payments to the Developer described in (b) above shall be made quarterly on each January 1, April 1, July 1, and October 1 (each, a “*Payment Date*”) beginning on the first Payment Date (or if a Payment Date falls on a day when the City is not open for business, the next business day) after the Developer submits the information required by subsection (b) above. The CID and the TDD shall continue to make such quarterly payments until the earlier of (i) the date upon which the Developer has been fully reimbursed for Reimbursable CID Project Costs and Reimbursable TDD Project Costs plus accrued interest as described below, or (ii) the expiration or earlier dissolution of the CID or the TDD, as applicable. Interest shall accrue on the Reimbursable CID Project Costs and on the Reimbursable TDD Project Costs at a rate equal to the lesser of (1) the U.S. Prime Rate published in The Wall Street Journal plus two percent (2.0%) per annum (based on a 30/360 basis) (but in no event lower than 6.0%) or (2) the maximum interest rate permitted by Missouri law (currently 10%), beginning as of the date that such Reimbursable CID Project Costs or Reimbursable TDD Project Costs are approved by the CID or the TDD, as applicable, with interest compounding on each Payment Date thereafter.

Section 14. Approval, Maintenance and Transfer of City Portion of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the City Portion of the TDD Project; provided, however, nothing herein shall be construed to require that the City accept dedication of any component of the City Portion of the TDD Project unless it has reviewed the plans and specifications for such part of the TDD Project and confirmed that construction of such part of the TDD Project was completed in accordance with the plans and specifications provided to the City and all generally applicable requirements for City’s acceptance of dedications of public improvements.

(b) Upon completion of the City Portion of the TDD Project, the Developer shall (i) subject to subsection (a) above, dedicate all components of the City Portion of the TDD Project to be maintained as City right-of-way to the City (which shall be maintained by the City in the same manner as other City rights-of-way) and (ii) shall enter into the CID Easement and the TDD Easement for any component of the City Portion of the TDD Project outside of the City right-of-way (which easement(s) shall (A) provide for non-exclusive, general public access to, from or over such component(s), subject to reasonable time, place and manner restrictions, (B) be for the useful life of the applicable component(s), and (C) require the TDD or the CID, as applicable, to maintain the component from TDD Sales Tax revenues and/or CID Sales Tax revenues, as applicable, and the anticipated costs of maintaining such component(s) shall be included in the annual budgets of the CID and/or the TDD, as applicable).

Section 15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 16. Waiver. Any Party’s failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 18. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by,

licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 19. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 20. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 21. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 22. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

Tara Berreth, City Clerk

**BEACH DRIVE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

**BEACH DRIVE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

ARAPAHO LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes¹:

Beach Drive CID Budget	
Description	Budgeted Amount
Beach Drive Roadway Improvement Budget	
Site Preparation	21,700
Roadway	
Aggregate Base	15,750
Pavement	99,050
Curb/Gutter	54,250
Driveway Pavement	8,400
Driveway Culvert	10,500
Sidewalks	34,650
Earth Excavation	157,850
Streetlights	24,500
Marking & Striping	
4" SYL (Solid)	3,675
Signs	1,750
Utility Infrastructure	
Sanitary Sewer Improvements	101,500
Sanitary Water Improvements	43,400
Miscellaneous	
Contingencies	56,000
Traffic Control	7,350
Beach Drive Total:	\$ 640,325.00
Arapaho Property Road Improvements	
Roadway	
Earth Excavation	115,200
Aggregate Base	112,500
Asphalt Pavement	145,000
Curb/Gutter	45,000
Concrete Pavement Road Sections	85,000
Sidewalks	99,000
Storm Sewer	35,250
Landscaping	62,500
Striping	2,500
Contingency	60,000
Total:	\$ 761,950.00
Arapaho Property Parking Lot and Entrance	
Property Acquisition	275,000
Mobilization	20,000
Clearing/Grubbing	32,000
Site Preparation	13,750
Aggregate Base	150,500
Pavement	225,750
Shoulder	13,050
Driveway Concrete	65,000
Earth Excavation	320,000
Rock Excavation	135,000
Striping	7,500
Signs	1,500
Concrete Light Standards	35,000
New Electric Service	62,000
Parking Lot/Roadway Lights	125,000
Storm Drainage	45,000
Retaining Walls	45,000
Rip/Rap	18,000
Landscaping	62,500
Hydro Seeding	30,000
Contingencies	115,000
Total:	\$ 1,796,550.00
Arapaho Phase 2 Development Costs	
Clearing/Grubbing	50,000
Grading	1,250,000
Aggregate Base	250,000
Curb/Gutter	150,000
Roadway and Parking Lot Asphalt	600,000
Roadway/Parking Lot Lights	175,000
Landscaping	275,000
Hydro Seeding	30,000
Total:	\$ 2,780,000.00
Engineering Costs	145,000
Utility Relocation (Power Pole and Utility)	20,000
Right-of-Way Related Costs, Fees and Expenses	
Purchase of Right-of-Way Property	20,000
Curb Cut Construction and Costs	25,000
TOTAL:	\$ 6,188,825.00

¹ Cost amounts are estimates as of the date of this Agreement. Actual costs may vary, however, the total amount of the CID Project to be reimbursed to the Developer or financed or refinanced by the CID may not exceed \$6,188,825 plus Issuance Costs.

EXHIBIT B

DESCRIPTION OF TDD PROJECT

The TDD Project includes:

(a) certain transportation improvements related to the extension and improvement of Beach Drive in the City and the construction and improvement of certain additional roads and streets within and outside of the boundaries of the District to connect to and/or intersect with Beach Drive, Cocu Ct, Valley View Drive, Osage Beach Parkway, and Sunset Drive, and the construction and improvement of any other roads, streets, interchanges, intersections, signing, signalization, parking lots, sidewalks, curbs, gutters and related extensions, improvements and infrastructure and any similar or related improvements or infrastructure,

(b) accompanying grading, drainage, pavement, curb, gutter, sidewalk, stormwater facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with item (a) above;

(c) related engineering, design, maintenance, legal and lending fees and expenses in connection with items (a) to (b) above; and

(d) all costs necessary or incidental to plan, acquire, finance, develop, design and construct items in (a) to (c) above, including without limitation: (i) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (ii) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design, development, project or construction management or special services incurred; (iii) costs of acquisition, settlement and transfer of rights-of-way, easements, leases and other interests in real property; (iv) costs of demolition of buildings and improvements; the clearing, excavation, earthwork, backfill and grading of land; site preparation; utility relocation; erosion, drainage and storm water control; storm sewers; and waterproofing; (v) costs of relocation necessitated by the County's and/or City's relocation plan; (vi) traffic generation assessments imposed by the County and/or City; (vii) costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, costs of issuance; (viii) costs of insurance, performance bonds and guarantees; (ix) costs of pavement, curbs, striping, gutters, sidewalks, pavers, landscaping, planters, tree grates, irrigation and water features, bicycle racks, pedestrian benches, canopies, street lighting, retaining walls, shoring and piers, handrails, guardrails and other railing, including without limitation any architectural or decorative treatments related to such items; and (x) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization and optimization thereof, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure, all within the boundaries of the City.

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, **ARAPAHO LLC** (the “*Developer*”), pursuant to that certain Cooperation and Transportation Project Agreement dated as of _____, 2023, among the City of Osage Beach, Missouri (the “*City*”), the Beach Drive Community Improvement District (the “*CID*”), the Beach Drive Transportation Development District (the “*TDD*”), and the Developer (the “*Agreement*”), hereby certifies to the City as follows:

1. That as of _____, 20____, the CID Project and the TDD Project have been substantially completed in a good and workmanlike manner and in accordance with the Agreement.

2. Lien waivers for the CID Project and the TDD Project have been obtained.

3. This Certificate of Substantial Completion is accompanied by one or more architect’s or engineer’s certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the CID Project and the TDD Project have been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants related to the completion of the CID Project and the TDD Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 45 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 45-day period) shall evidence the satisfaction of the Developer’s agreements and covenants to complete the CID Project and the TDD Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20____.

ARAPAHO LLC

By: _____
Name:
Its:

ACCEPTED:

CITY OF OSAGE, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description if recording)

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-16 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.010 Definitions, 235.020 Rules And Regulations, 235.030 Violations, 235.040 Inspections, 235.050 Bonds, 235.060 Liability Insurance, 235.070 Prohibited Practices, 235.080 Required, 235.090 Applications, 235.100 Issuance, 235.110 Renewal, 235.130 Residential Containers, 235.140 Commercial Containers, 235.150 Tree Limbs, 235.160 Yard Wastes, 235.170 Location Containers, 235.210 What Will Be Collected-Items Collected Become Property Of Collection Agency, 235.220 Placement For Collection, 235.230 Bulky Rubbish, 235.240 Entry Onto Private Property. *Second Reading*

Requested Action:

Second Reading of Bill #23-16

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-16 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 16, 2023. I concur with the changes presented by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 235 SECTIONS 235.010 DEFINITIONS, 235.020 RULES AND REGULATIONS, 235.030 VIOLATIONS, 235.040 INSPECTIONS, 235.050 BONDS, 235.060 LIABILITY INSURANCE, 235.070 PROHIBITED PRACTICES, 235.080 REQUIRED, 235.090 APPLICATIONS, 235.100 ISSUANCE, 235.110 RENEWAL, 235.130 RESIDENTIAL CONTAINERS, 235.140 COMMERCIAL CONTAINERS, 235.150 TREE LIMBS, 235.160 YARD WASTES, 235.170 LOCATION CONTAINERS, 235.210 WHAT WILL BE COLLECTED-ITEMS COLLECTED BECOME PROPERTY OF COLLECTION AGENCY, 235.220 PLACEMENT FOR COLLECTION, 235.230 BULKY RUBBISH, 235.240 ENTRY ONTO PRIVATE PROPERTY.

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

Section 1. That Chapter 235 Solid Waste of the Osage Beach Code of Ordinances is hereby enacted with amendments as set forth below with new material set out in red as follows and struck thru deleted material:

Section 235.010 Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

APPROVED INCINERATOR

An incinerator which complies with all current regulations of the Missouri Air Conservation Commission.

BULKY RUBBISH

Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste collection vehicles by solid waste collectors, with the equipment available therefor.

COLLECTION

The removal and transportation of solid waste from its place of storage to its place of processing or disposal.

COMMERCIAL SOLID WASTE

Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities with more than twenty (20) dwelling units.

CONTRACTOR

A person **or company** with whom contracts are executed in accordance with the provisions of this Chapter by the City for the collection of solid waste.

DEMOLITION AND CONSTRUCTION WASTE

Waste materials from the construction or destruction of residential, industrial, or commercial structures.

DIRECTOR

The City Administrator or his/her designee.

DISPOSABLE SOLID WASTE CONTAINER

A disposable plastic or paper sack specifically designed for storage of solid waste.

DWELLING UNIT

Any room or group of rooms located within a structure, and forming a single-family habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating.

GARBAGE

Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

HAZARDOUS WASTES

Any waste or combination of wastes, as determined by ~~statute and/or by the commission~~ **Missouri Department of Natural Resources** by rules and regulations, which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a present or potential threat to the health of humans or the environment.

MULTIPLE HOUSING FACILITY

A structure containing more than one (1) dwelling unit under one (1) roof.

OCCUPANT

Any person whom, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

PROCESSING

Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified, or solid waste quantity is reduced.

REFUSE

Solid waste.

RESIDENTIAL SOLID WASTE

Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities with more than twenty (20) dwelling units.

SOLID WASTE

Any unwanted or discarded waste materials in a solid or semi-solid state, including but not limited to garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction waste.

SOLID WASTE CONTAINER

A receptacle used by any person to store solid waste during the interval between solid waste collection.

SOLID WASTE DISPOSAL

The process of discarding or getting rid of unwanted material, in particular the final disposition of solid wastes by man.

SOLID WASTE MANAGEMENT

The entire solid waste system of storage, collecting, transportation, processing, and disposal of solid waste.

STORAGE

The keeping, maintaining, or storing solid waste from the time of its production until the time of its collection.

YARD WASTES

Leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots, or shrubs with intact root balls.

Section 235.020 Rules and Regulations:

- A. The Director shall make, amend, revoke, and enforce reasonable and necessary rules and regulations, governing but not limited to:
 1. Preparation, drainage and wrapping of garbage deposited in solid waste containers.
 2. Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.

3. Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.
 4. Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.
 5. Storage of solid waste in solid waste containers.
 6. Sanitation, maintenance, and replacement of solid waste containers.
 7. ~~Schedules of and routes for collection of solid waste.~~
 8. Collection points of solid waste containers.
 9. Collection and disposal of solid waste.
 10. Processing facilities and fees for the use thereof.
 11. Disposal facilities and fees for the use thereof.
 12. Records of quantity and type of wastes received at processing and/or disposal facilities.
 13. Handling of special wastes such as toxic wastes, sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.
- B. ~~The City Clerk or such other City Official who is responsible for preparing utility and other service charge billings for the City is hereby authorized to make and promulgate reasonable and necessary rules and regulations for the billing and collection of solid waste collection and/or disposal service charges, as hereinafter provided for.~~
- C. ~~A copy of any and all rules and regulations made and promulgated under the provisions of this Section shall be filed in the office of the City Clerk.~~

Section 3: 235.030 Violations.

- A. Whenever an inspection reveals violation of this Chapter, the rules and regulations authorized herein for storage, collection, transportation, processing or disposal of solid waste or the laws of the State, the Director shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.
- B. In all cases, when the corrective measures have not been taken within the time specified, the Director shall suspend or revoke the **business** license issued by the city under this Chapter involved in the violation, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one (1) extension of time not to exceed the original time period may be given.
- C. Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the Director may within ten (10) days of the act for which redress is sought, appeal directly to the Circuit Court of the County in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

Section 235.040 Inspections.

~~In order~~ **To insure ensure** compliance with the laws of this State, this Chapter and the rules and regulations authorized herein, the Director is authorized to inspect all phases of solid waste management

within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law.

Section 235.050 Bonds.

~~No contract shall be executed with a contractor without a performance bond being issued, by a bonding company approved by the Board of Aldermen, in favor of the City in an amount of not less than twenty thousand dollars (\$20,000.00).~~

Section 235.060 Liability Insurance.

~~No license shall be issued under this Chapter and no contract provided in Section 235.190 shall be executed until and unless the applicant therefor or the contractor, in addition to all other requirements set forth, shall file and maintain with the Director evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than one hundred thousand dollars (\$100,000.00) for each person injured or killed, and in the amount of not less than three hundred thousand dollars (\$300,000.00) in the event of injury or death of two (2) or more persons in any single accident, and in the amount of not less than twenty five thousand dollars (\$25,000.00) for damage to property. Such policy may not be written to allow any of the liability for damage to property to be deductible. Should any such policy be cancelled, the Director shall be notified of such cancellation by the insurance carrier in writing not less than ten (10) days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.~~

Section 235.070 Prohibited Practices.

A. It shall be unlawful for any person to:

1. Deposit solid waste in any solid waste container other than his/her own, without the written consent of the owner of such container. ~~and/or, with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal;~~
2. Interfere in any manner with solid waste collection equipment, or with solid waste collectors in the lawful performance of their duties. ~~as such, whether such equipment or collectors shall be those of the City, or those of a solid waste collection agency operating under contract with the City;~~
3. Dispose of solid waste at any facility or location that is not approved by the city and the State Division of Health; or
4. Engage in the business of collecting, transporting, processing, or disposing of waste within the corporate limits of the city without a **business** license from the city, or operate under an expired license, or operate after a license has been suspended or revoked.

Section 235.080 Required.

~~No person, other than those persons or entities contracted with in accordance with Section 235.190, shall engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City, without first obtaining an annual license therefor from the City; provided however, that this Subsection shall not be deemed to apply to employees of the holder of any such permit or the employees of any person or entity contracted with in accordance with Section 235.190. Licenses are not required for the removal, hauling or disposal of earth and rock material from grading or excavation activities, which activities are regulated by Chapter 510, Article II, Section 510.040 et seq.~~

Section 235.090 Application.

A. ~~Each applicant for a license required by this Article shall state in his/her application therefor:~~

1. ~~The nature of the permit desired, as to collect, transport, process, or dispose of solid waste or any combination thereof;~~
2. ~~The characteristics of solid waste to be collected, transported, processed, and/or disposed;~~
3. ~~The number of solid waste vehicles to be operated thereunder;~~
4. ~~The precise location or locations of solid waste processing or disposal facilities to be used;~~
5. ~~The boundaries of the collection area; and~~
6. ~~Such other information as may be required by the Director.~~

Section 235.100 Issuance.

- A. ~~If an application shows that the applicant will collect, transport, process or dispose of solid waste without hazard to the public health or damage to the environment and in conformity with the laws of the State and this Chapter, the Director shall issue the license required by this Chapter. The license shall be issued for a period of one (1) year, and each applicant shall pay therefor a license fee for same. If in the opinion of the Director modifications can be made to the application regarding service, equipment, or mode of operation, so as to bring the application within the intent of this Chapter, the Director shall notify the applicant in writing setting forth the modification to be made and the time in which it shall be done.~~
- B. ~~If the applicant does not make the modifications pursuant to the notice in Subsection (A) within the time limit specified therein, or if the application does not clearly show that the collection, transportation, processing or disposal of solid wastes will create no public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the Director, in writing, stating the reason for such denial. Nothing in this Section shall prejudice the right of the applicant to reapply after the rejection of his/her application provided that all aspects of the reapplication comply with the provisions of this Chapter.~~

Section 235.110 Renewal.

~~The annual license required by this Article may be renewed simply upon payment of the required fee if the business has not been modified. If modifications have been made, the applicant shall reapply for a license as set forth in this Article. No license required by this Article shall be transferable from person to person.~~

Section 235.130 Residential Containers.

~~Residential solid waste shall be stored in containers of not more than ninety-six (96) gallons or less than twenty (20) gallons in nominal capacity. Containers shall be leakproof, waterproof, and fitted with a fly-tight lid and shall be properly always covered except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of lightweight and sturdy construction. The weight of any individual container and contents shall not exceed seventy five (75) pounds. Galvanized metal containers, rubber or fiberglass containers, and plastic containers, which do not become brittle in cold weather may be used. Disposable solid waste containers with suitable frames or containers as approved by the Director may also be used for storage of residential solid waste.~~

Section 235.140 Commercial Containers.

~~Commercial solid waste shall be stored in solid waste containers as approved by the Director. The containers shall be waterproof, leakproof and shall be always covered except when depositing waste therein or removing the contents. thereof and shall meet all requirements of City regulations.~~

Section 235.150 Tree Limbs.

~~Tree limbs less than four (4) inches in diameter and brush shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed seventy-five (75) pounds.~~

Section 235.160 Yard Wastes.

~~Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed seventy-five (75) pounds.~~

Section 235.170 Location of Containers.

Residential solid waste containers shall be stored upon the residential premises. Commercial solid waste containers shall be stored upon private property unless the owner shall have been granted written permission from the City—**Director** to use public property **or owner of the private property** for such purposes. The storage site shall be well drained, fully accessible to collection equipment, public health personnel and fire inspection personnel.

Section 235.190 Generally.

- A. The City shall not provide for the collection of ~~all~~ residential solid waste in the City.
- B. The City shall not provide commercial solid waste collection services. It shall be the duty of such establishment to provide for collection of all solid waste produced upon any such premises.

Section 235.210 What Will Be Collected — Items Collected Become Property of Collection Agency.

~~All solid waste from premises to which collection services are provided by the City or through a City contract shall be collected, except bulky rubbish as defined herein. provided however, that bulky rubbish will be collected if tied securely in bundles not exceeding reasonable limitations of weight and bulk to be fixed by regulations to be made and promulgated by the Director as hereinafter provided. All solid waste collected shall, upon being loaded into collection equipment, become the property of the collection agency.~~

Section 235.220 Placement For Collection.

~~Tree limbs and yards wastes, as described in Sections 235.150 and 235.160 respectively, shall be placed at the curb or front property line fronting on a street for collection. Solid waste containers as required by this Chapter for the storage of other residential solid waste shall be placed at the curb or front property line fronting on a street for collection. Any solid waste containers, tree limbs, yard wastes, or other solid waste allowed by this Chapter to be placed at the curb or front property line fronting a street for collection shall not be so placed until the regularly scheduled collection day.~~

Section 235.230 Bulky Rubbish.

~~Bulky rubbish shall be collected by request to the Director. The Director shall establish the procedure and fees for collecting bulky rubbish.~~

Section 235.240 Entry Onto Private Property.

~~Solid waste collectors who are employed by the City or a solid waste collection agency operating under contract with the City are hereby authorized to lawfully enter upon private property for the purpose of collecting solid waste therefrom as required by this Chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the Director.~~

Section 2. Severability

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or

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

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

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

Section 4. The Mayor of the City of Osage Beach is hereby authorized to take all actions which may be necessary to fully enact this Ordinance.

READ FIRST TIME: March 17, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.16 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. 23.16

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement No. 8 to The Professional Service Agreement with LOR Engineering, LLC dba Cochran Engineering for the design and construction phase for the reconstruction of Osage Beach Road for an amount not to exceed \$214,825.00.
Second Reading

Requested Action:

Second Reading of Bill #23-17

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 design phase for this project is budgeted for 2023, so we would like to get it started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Street/Roads

FY2023 Budgeted Amount: \$1,362,745

FY2023 Expenditures to Date (03/06/23): (\$ 0.00)

FY2023 Available: \$1,362,745

FY2023 Requested Amount: \$122,757

Department Comments and Recommendation:

During staff's discussion with the board concerning the recently completed Industrial Road Reconstructions project, the board made it clear to us that they wanted Osage Beach road on our radar as one of the next road reconstruction projects that is considered. I included the plan to move on to Osage Beach Road in the budget workshops late last year and the board approved the Transportation budget of 2023

with the redesign for Osage Beach road included. This does include the installation of ADA sidewalks.

Attached you will find the total estimated cost for this project and supplemental agreement #8 to have Cochran Engineering do the design work for the reconstruction of Osage Beach Road. The contract you are approving today is for \$214,825.00 and includes \$122,757.00 for the design of the road, budgeted in 2023, and \$92,068.00 for construction inspection services needed during the reconstruction of the road scheduled to take place in 2024. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-17 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 16, 2023.

\$122,757 is budgeted in FY2023 for this portion of the project, within the total \$1,362,745 line item Misc Streets/Road 20-00-773155. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR MASTER SERVICE ORDER AGREEMENT WITH AIRESFRING FOR INTERNET SERVICE FOR AN AMOUNT NOT TO EXCEED \$42,743.40 ANNUALLY PLUS APPLICABLE TAXES AND FEES

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Airespring for internet service at all City locations, substantially under the terms set forth in the attached contract (Exhibit "A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Forty-Two Thousand and Seven Hundred Forty-Three Dollars and Forty Cents (\$42,743.40) annually for the first three years.

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

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

READ FIRST TIME: March 16, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.18 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. 23.18.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

PROJECT COST ESTIMATE

City of Osage Beach - Osage Beach Road Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Removal of Improvements	LS	1	65,000.00	65,000
2	Linear Grading	STA	22	2,500.00	55,000
3	Driveway Entrances	SF	10,500	9.00	94,500
4	Concrete Sidewalk - one side	SF	11,250	7.00	78,750
5	Type 5 Aggregate for Base	SY	1,250	6.00	7,500
6	Pavement Widening	SY	1,250	85.00	106,250
7	Concrete Curb and Gutter	LF	4,500	35.00	157,500
8	Storm Sewer	LF	1,913	80.00	153,000
9	Asphalt Pavement	TON	1,000	95.00	95,000
10	Street Lighting	EA	15	8,000.00	120,000
11	Pavement Striping	LF	9,000	0.55	4,950
12	Restoration	LS	1	35,000.00	35,000
13	Construction Mobilization	LS	1	85,000.00	85,000
14	Construction Traffic Control	LS	1	10,000.00	10,000
General Notes: 1. Osage Beach Pkwy to Goodfellow Ave. 2. Approximate Length = 0.45 Miles 3. Pavement width - existing @ 22', proposed 26' 4. ROW @ 50'		Construction Totals			1,067,450
		15% Contingency			160,118
		Surveying/Design Engineering Services			122,757
		Const. Admin./Inspection/Testing			92,068
		Project Total Cost =			1,442,392

SUPPLEMENTAL AGREEMENT #8 –

LUMP SUM PROPOSAL

February 24, 2023

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

SCOPE OF SERVICES:

A. Topographic Survey Phase:

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

B. Preliminary Design Phase:

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

C. Final Design Phase:

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

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

D. Bidding Phase:

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

E. Construction Phase:

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

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

SERVICES NOT INCLUDED:

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

OWNER'S RESPONSIBILITY:

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

FEE:

1. The total amount of fee to be paid for the "Topographic Survey, Preliminary Design, Final Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$122,757.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$92,068.00.

Supplement Agreement No. 8 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-18 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a three-year master service order agreement with Airespring for internet service for an amount not to exceed \$42,743.40 annually plus applicable taxes and fees.

Second Reading

Requested Action:

Second Reading of Bill #23-18

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to move forward with this as soon as possible so we can take advantage of the upgrade included in this agreement.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-19-753010 Internet Connections

FY2023 Budgeted Amount: \$67,000

FY2023 Expenditures to Date (03/06/23): (\$ 9,750)

FY2023 Available: \$57,250

FY2023 Requested Amount: \$42,743.40

Department Comments and Recommendation:

The Internet Services RFP was advertised in late January and the bid opening was on Feb. 27. The bid opening document is attached. The City received 3 bids with the low bidder being Aire Spring.

When we bid this out, we asked for specific upload and download speeds at our 4 locations that use internet. We also asked that each carrier provide redundancy within

their quote. Rundancy; meaning that each carrier was to provide a backup internet option. One of our goals in doing this is to find one carrier that can manage our primary and backup internet options rather than have each of them managed separately. If our primary internet ever goes down, our system is designed so that the backup internet should immediately take over without staff ever really seeing that the system switched to the backup. Because we currently use two different carriers for each, it just doesn't work that seamlessly and we struggle with communication with both carriers. In the end, it is our staff.

Unfortunately, two of the bids (AT&T and Granite) did not include a redundancy option and the other, Airespring, included a redundancy option, but also included all taxes within their quote, even though, as a municipality, we are exempt from some taxes. So in order for me to do an apples to apples comparison, I had to reach out to these carriers and get some additional information. Our current primary internet service is through AT&T. We pay an average of \$4,500 per month inclusive of taxes and fees. See attached for breakdown or speeds and pricing. Our current backup internet option (City Hall only) is Charter and we pay an average of \$302 per month inclusive of taxes and fees. See attached for breakdown or speeds and pricing. Combine current cost: $\$4,500 + \$302 = \$4,802$ per month or $\$57,624.00$ per year. Aire Springs cost will be $\$4,165.66$ per month or $\$49,987.92$ including estimated taxes and fees. Aire Spring provided 4 separate options with varying upload and download speeds. After working through everything, I found that they were the lowest bidder and provided the best option and customer service for our city moving forward.

The attached pricing sheet and agreement provides the City with exactly what we asked for in the RFP. After talking with Aire Spring I was able to combine different options within the 4 options they provided to come up with the package that provides the City with the internet services needed. After doing all of this research, I found that Aire Spring's cost was cheaper with the redundancy than the other two carriers before they even added in the redundancy. I also found that Aire Spring is used prominently across the Midwest. I checked their references and everyone that I talked to spoke highly of the internet service and spoke highly of their customer service as well. Mikeal and I have dealt with multiple customer service issues with both AT&T and Charter over the last several years. In fact, I just recently finalized a billing dispute with AT&T that dated back to 2019 and we never did receive all of the contract upgrades promised to us by AT&T at the last contract renewal. In short, a change is needed.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-18 is in correct form.

City Administrator Comments:

The reading was read and approved on March 16, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR MASTER SERVICE ORDER AGREEMENT WITH AIRESRING FOR INTERNET SERVICE FOR AN AMOUNT NOT TO EXCEED \$42,743.40 ANNUALLY PLUS APPLICABLE TAXES AND FEES

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Airespring for internet service at all City locations, substantially under the terms set forth in the attached contract (Exhibit "A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Forty-Two Thousand and Seven Hundred Forty-Three Dollars and Forty Cents (\$42,743.40) annually for the first three years.

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

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

READ FIRST TIME: March 16, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.18 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. 23.18.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**AIRESPRING
MASTER SERVICE ORDER AGREEMENT
3/1/2023**

(This MSOA is valid if signed by the Customer on or before 3/11/2023)

CUSTOMER: City of Osage Beach QUO# 1008
OMR #:
Channel Mgr: Jon Massad
Agent: Randall Fitton
Agent ID: TBI0013
Solutions Engineer:
Submitted by: Jon Massad

CUSTOMER BILLING ADDRESS:

Street:
City:
State:
ZIP Code:

CUSTOMER CONTACT:

Name:
Title:
Phone:
Email:

TECHNICAL/VENDOR CONTACT:

Name:
Title:
Phone:
Email:

BILLING CONTACT:

Name:
Title:
Phone:
Email:

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.

Internet

Osage Beach - 1000 CITY PKWY OSAGE BEACH, MO 65065-3058 000-000 (001)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 1 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 500 Mb/s - Loop - AT&T	\$338.93	\$0.00
1	Gig Ethernet - 500 Mb/s - Port	\$715.00	\$0.00
1	Fully Managed Router/Gateway - CISCO 4948	\$40.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Qty	Circuit 2 3-Year Term	Total MRC	Total NRC
1	Broadband - 600 Mbps / 35 Mbps - Loop - Spectrum	FREE	\$0.00
1	Broadband - 600 Mbps / 35 Mbps - Port	\$270.00	\$0.00
1	IP Addresses - Spectrum (Cable): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
Location Total		\$1,363.93	\$0.00

Brumley - 1111 LEE C FINE RD BRUMLEY, MO 65020 573-348 (002)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 150 Mb/s - Loop - AT&T	\$193.76	\$0.00
1	Gig Ethernet - 150 Mb/s - Port	\$555.00	\$0.00
1	Fully Managed Router/Gateway - CISCO 4948	\$40.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$788.76	\$0.00

Osage Beach - 950 HATCHERY RD OSAGE BEACH, MO 65065-2198 000-000 (003)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Fast Ethernet - 100 Mb/s - Loop - AT&T	\$129.63	\$0.00
1	Fast Ethernet - 100 Mb/s - Port	\$540.00	\$0.00
1	Fully Managed Router/Gateway - NetVanta 3140	\$35.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$704.63	\$0.00

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
		Subtotal		\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Fast Ethernet - 100 Mb/s - Loop - AT&T	\$129.63	\$0.00
1	Fast Ethernet - 100 Mb/s - Port	\$540.00	\$0.00
1	Fully Managed Router/Gateway - NetVanta 3140	\$35.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$704.63	\$0.00

All orders are subject to engineering, pricing and facilities verification.

Total For All Locations

Monthly Fee: \$3,561.95

One-Time Fee: \$0.00

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalFees.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSOA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after Airespring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by Airespring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring or Airespring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays Airespring or Airespring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring or Airespring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes Airespring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by Airespring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-rata of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term for all International services, ii) one hundred percent (100%) of the MRCs for domestic loop/circuit charges for all of the months remaining in any applicable term, iii) one hundred percent (100%) of MRCs for all other domestic charges for the remaining months in the initial twelve months of the term, iv) eighty percent (80%) of the MRCs for all other domestic charges for the remaining months in months 13 - 24 of the term, and v) seventy percent (70%) of the remaining MRCs for all other domestic charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For services ordered with Customer Provided Connectivity or where no circuit is provided by Airespring for such services, Customer shall pay a cancellation fee of \$750 per location if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. If Customer chooses to purchase a wireless router/device from Airespring, a management fee of \$10.00 MRC per device will be required for 12 months; if Customer cancels service prior to completion of 12 months, then Customer will be charged the prorated balance. Additionally, a 20% restocking fee of the undiscounted, retail price of Airespring provided devices shall apply and be paid by Customer for all equipment returned unopened to Airespring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers, Wireless routers/devices, SD-WAN equipment, Firewall equipment, and/or any other devices/equipment, are pre-configured and sent to Customer to be self-installed; if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). Airespring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. Airespring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided.

All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and Airespring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INTERNET CIRCUIT INFORMATION AND PRICING

Managed Router/Gateway Shipping & Handling (Ground Shipping): \$50.00 (Expedited Shipping Additional)

For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

WIRELESS BROADBAND INFORMATION

Wireless Broadband offers no overage fees, and includes a BEC - MX-200Ae, a Static IP address and a SIM Card. Data speeds for each plan are maximum speeds and are not guaranteed. After data usage threshold (8Mb/s = 50GB, 12 Mb/s = 75GB) has been met, Airespring may slow the data on that line. Shipping and Handling for devices is \$50.00 per unit.

VIASAT INFORMATION

ViaSat's data plans do not have a monthly data allowance. The amount of data you use will not affect your service speeds unless the network is congested. After you exceed the data usage threshold for your service plan during your monthly measurement period (Satellite – 35 Mbps / 4 Mbps = 75GB, Satellite – 60 Mbps / 4 Mbps = 150GB, Satellite – 100 Mbps / 4 Mbps = 200GB), ViaSat may prioritize your data behind other customers during network congestion which will result in slower speeds. All uploaded and downloaded data transmitted using your ViaSat service starting on the first day of your monthly measurement period will count towards your monthly data usage threshold. At the end of your monthly measurement period, your data usage resets to zero. The connectivity speeds listed are maximum connection speeds. Actual upstream and downstream speeds may be lower due to various factors. Due to Satellite distance, ViaSat latency is generally more than other Internet services and will, on average, usually be between 600ms and 700ms.

DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

*Paperless Billing: ☐ Yes ☐ No *Email Address (must be provided for Paperless Billing):

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	\$75	\$150	\$300	ICB
AT&T (Fiber)	N/A	Free	\$112	\$224	\$448	\$896	\$1,792	\$3,584
AT&T (ABF/DSL)	Free	Free	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$25	\$30	\$50	\$75	\$100	\$200	ICB
Comcast (Cable)	Free	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Cox (Cable)	Free	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (FIOS)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Mediacom	Free	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	Free	\$30	\$40	\$60	N/A	N/A	N/A	N/A
Verizon (FTTI)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
Zayo	Free	Free	\$60	\$120	\$240	\$486	\$961	ICB

Orders of up to 256 IP Addresses from Lumen/Level3 Fiber, Cox, FairPoint, Verizon Fiber/IE, Frontier Fiber, and Zipy Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Osage Beach QUO# 1008			Billing Account Name (if different):		
*SERVICE ADDRESS: [Address]			Billing Address (if different):		
*CITY: [City]	*STATE: [State]	*ZIP: [ZIP]	City:	State:	ZIP:
*SERVICE CONTACT/TITLE:			Billing Address Contact:		
*PHONE:	FAX:		Phone:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			Contact Email – Important (For Contact Purposes Only):		
Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐					
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
☐ CORPORATION		☐ GENERAL PARTNERSHIP		☐ LIMITED PARTNERSHIP	
☐ SOLE PROPRIETORSHIP		☐ NONPROFIT ORGANIZATION		☐ LIMITED LIABILITY COMPANY	
☐ HOME BUSINESS		☐ OTHER:			
*INCORPORATION DATE: / STATE/COUNTRY:			*CURRENT SERVICE PROVIDER:		
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				☐ YES	☐ NO
If non-US company, Tax Identification Number: Corporate Number (if applicable):					
Is Company under the ownership or control of another company? (If Yes, provide additional details)					
Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.					
Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)				☐ Yes	☐ No

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	Social Security # (not FEIN): - -
2. Owner/Partner Name:	Social Security # (not FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*BANK NAME:	*BANK PHONE NUMBER:
*BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? ☐ YES ☐ NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
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ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:

CUSTOMER:

By: _____

Customer Initial: _____

(Typed or Printed Name)

(Title)

(Date)

BID OPENING

Internet Services

02/27/2023

10:00 a.m.

The following bids were opened by City Clerk Tara Berreth and witnessed by Mike Welty.

Bidder Name	Amount of Bid
Granite Telecommunication	3 years (4189.00 x 36mths) \$150,804.00
	5 years (4065.00 x 50mths) \$243,900.00
SBC Communications (AT & T)	3 years \$123,413.40(3428.15 x 36mths)
SC Strategicom	\$3707.24 \$4246.68 \$4076.24 \$4941.48



1676 Bryan Rd Ste. 107
 O'Fallon, MO 63368
 Office: (636)542-9121
 Fax: (636)542-9111

Date: 03/07/23

Location(s): 1000 City Pkwy Osage Beach, MO
 1111 Lee C Fine Rd Brumley, MO
 950 Hatchery Rd Osage Beach, MO
 957 Airport Rd Osage Beach, MO

To: City of Osage Beach

From: Randall Fitton
rfitton@strategiccom.net

Project: Data

Carrier(s)	Qty.	Products / Services	Monthly Charges	OneTime Charges
Proposed Services				
		1000 City Pkwy		
	1	500mb Fiber Internet	\$ 1,093.93	\$ -
		600mb x 35mb Coax Internet	\$ 270.00	\$ -
		1111 Lee C Fine Rd		
	1	150mb Fiber Internet - Managed Router	\$ 788.76	\$ -
		950 Hatchery Rd		
	1	100mb Fiber Internet - Managed Router	\$ 704.63	\$ -
		957 Airport Rd		
	1	100mb Fiber Internet - Managed Router	\$ 704.63	\$ -
			\$ 603.71	\$ -
		Total Monthly Costs	\$ 4,165.66	\$ -

Pricing Quote for City of Osage Beach

Existing Services: AT&T Dedicated Internet (Managed)

DATE: 06012022		AT&T REPRESENTATIVE		
VALID THROUGH: 06302022		Justine Haynes – Mermis		
<u>Site</u>	<u>Attribute or Description</u>	<u>Attribute or Description</u>	<u>Monthly Recurring</u>	
83100006735-019	1000 City Parkway	IUEC.746555..ATI / 100M	\$1665.25	
8310009495-330	1111 Lee Fine Rd.	BCEC.5517782..ATI / 150M	\$1238.80	
8310009495-286	950 Hatchery Rd.	BREC.591510..ATI / 50M	\$820.05	
8310009495-303	957 Airport Rd.	MMEC.928340..ATI/ 20M	\$766.20	
TOTAL for all sites			\$4490.30	

Additionally Charter provides a 100/10 coax internet as a backup and for wifi.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with Forward Slash Technologies for the installation, phone service, management, and support of a new on-premise Voice over IP phone system for an amount not to exceed \$79,649.35. *Second Reading*

Requested Action:

Second Reading of Bill #23-19

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get the equipment ordered and install as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-13-743102 Telephone Service

FY2023 Budgeted Amount:	\$61,250
FY2023 Expenditures to Date (03/06/23):	(\$ 6,157)
FY2023 Available:	\$55,093
RY2023 Requested Amount:	\$36,828

Budget Line Item/Title: 10-13-774261 Office Machinery and Equipment

FY2023 Budgeted Amount:	\$27,000
FY2023 Expenditures to Date (03/06/23):	(\$ 0.00)
FY2023 Available:	\$27,000
FY2023 Requested Amount:	\$28,001

Budget Line Item/Title: 10-19-733610 Professional Services

FY2023 Budgeted Amount: \$95,000

FY2023 Expenditures to Date (03/06/23): (\$ 12,362)

FY2023 Available: \$82,638

FY2023 Requested Amount: \$14,820

Department Comments and Recommendation:

Our current contract with Mitel for VoIP phone service ends on 03/31/2023. Mitel has sold their Cloud-based services to a different company, so no matter what, we have to make a change.

I have researched more than 40 different cloud-based and on-premise-based phone systems. The system I am recommending is a premise-based system that will be set up in one of our server rooms downstairs. Our Managed IT Services will have remote access to the system and will be able to do updates and do maintenance of the system remotely. This purchase is being made through a sourcewell cooperative agreement. This is the same phone system being used in Chesterfield, Union, St Louis, Warrensburg, Peoria, Illinois and many other communities across the Midwest. I have spoken with several of these cities and they all speak highly of the phone systems and customer service.

The vendor providing this system is Forward Slash Technologies (FST) on the backbone of Mitel's nationwide VoIP system. We have been working with them now for 3+ years and we have a well-established relationship. They have helped Mikeal rebuild/refurbish a lot of our back end IT infrastructure and they know our system well. Since we began working with them, the IT services we provide for our employees and citizens have improved substantially. Mikeal and I will have administrative rights to the phone portal, but the FST help desk will handle all phone system changes, including help with the setup of auto attendants/voicemail/password resets/troubleshooting/connection of new phones/etc. There will be no changes to our extensions or phone numbers and most of the cabling needed was done when we installed our existing Mitel system. The phone system is designed with the future in mind. In other words, this phone system has the flexibility to work in multiple ways. It can work using a desk phone or calls can be forwarded to a cell phone. This can also be integrated with a PC and calls can be accessed through your PC similar to the way zoom or teams work.

Unfortunately, what I budgeted for last September has changed in a few ways.

- Our contract with Mitel ends at the end of this month, but we cannot get the new phone system delivered until June or July. We have known this for a few months

now. I had originally budgeted to only pay the monthly fee for our current service for the first 4 months of the year and now we will have to pay for the services for a few more months. Mitel is working with us and is allowing us to just pay monthly for a few months until the new system is installed.

- The phone system quote that I used for budgeting was removed from sourcewell and replaced with a new contract that changed the pricing some.
- The Mitel Software Assurance (SWA) pricing is something that we were going to just build into our monthly charges when we originally budgeted for this, but after the budget was approved, I learned that we could get a sizable discount on these fees if we pay the first five years upfront. These are the fees that we pay Mitel for the use of their network.

With all of this factor in, a budget amendment will be required for the telephone service expense account and the Office Equipment & Machinery expense account.

10-13-743102 Telephone Service

Current Budget = \$61,350.00

Updated Budget estimate = \$64,000

Variance = \$2,650.00

10-13-774261 Office Equipment & Machinery

Current Budget = \$27,000

Updated Budget estimate = \$28,001

Variance = \$1,001

These variances (\$3,651) can be offset by savings realized with the new internet agreement with Aire Spring, an item on this agenda if approved. An administrative amendment to 10-19-753010 to cover the increase in expenses will be completed upon item approvals.

This is why I think all of this upfront cost is worth it for the city. 10 Year Cost Comparison:

10 Year cost of New On Premise System = \$130,000

Monthly cost will be = 307.50 + applicable taxes and fees

10 Year cost of existing traditional cloud based phone system = \$334,000

Monthly cost is \$2,450.00

10 Year Total Savings: \$204,000

One last thing that I should mention. If we sign this contract with FST it does require an upfront payment. This is not something that we usually do and I tried to get around it, but I could not. At first I was against this and considered going in a different direction, so I reached out to my Sourcewell rep. and I was told that it is common in this industry, so

it would not have mattered what vendor or phone system we went with, an upfront payment would be required to get the equipment delivered. That said, we are working with a vendor that we know and trust.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-19 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 16, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A FIVE-YEAR AGREEMENT WITH FORWARD SLASH TECHNOLOGIES FOR INSTALLATION, PHONE SERVICE, MANAGEMENT, AND SUPPORT OF NEW ON-PREMISE VOICE OVER IP PHONE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$79,649.35.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign a five-year agreement with Forward Slash Technologies under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Seventy-Nine Thousand, Six Hundred Forty-Nine Dollars and Thirty-Five Cents (\$79,649.35).

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

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

READ FIRST TIME: March 16, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.19 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.19.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



Quotation

Forward Slash Technology

13610 Barrett Office Drive
Suite 9G
Ballwin Missouri 63021
Phone:314-403-1230

Date	Expiry Date	Quotation #
02/21/2023	03/21/2023	Quot12682

Quotation To:
The City of Osage Beach 1000 City Parkway Osage Beach, MO 65065 UNITED STATES

Attention:
Mike Welty 573-302-2000 x1011 mwelty@osagebeach.org

Name	Item Type	Description	Quantity	Unit Price	Total
DUAL T1/E1 TRUNK MMC - SW	Product Item	DUAL T1/E1 TRUNK MMC	1.00	\$1,242.00	\$1,242.00
MXe AC POWER SUPPLY - SW	Product Item	MXe AC POWER SUPPLY	1.00	\$300.00	\$300.00
PWR CRD C13 10A 125V - NA Plug - SW	Product Item	PWR CRD C13 10A 125V - NA Plug	2.00	\$10.50	\$21.00
MXe III Raid Sub-System - SW	Product Item	MXe III Raid Sub-System	1.00	\$1,134.00	\$1,134.00
MXe III-L Controller - SW	Product Item	MXe III-L Controller	1.00	\$3,300.00	\$3,300.00
MiVoice Business License - Digital Link - SW	Product Item	MiVoice Business License - Digital Link	2.00	\$900.00	\$1,800.00
NPUM Record A Call - SW	Product Item	NPUM Record A Call	1.00	\$0.00	\$0.00
MiVoice Business License-SINGLE LINE EXT - SW	Product Item	MiVoice Business License-SINGLE LINE EXT	10.00	\$45.00	\$450.00
MiCollab NPUM Advanced User x1 - SW	Product Item	MiCollab NPUM Advanced User x1	20.00	\$36.00	\$720.00
MiCb NPUM Mailbox Calldir x1 - SW	Product Item	MiCb NPUM Mailbox Calldir x1	5.00	\$24.00	\$120.00
MiVoice Bus License - Enterprise User - SW	Product Item	MiVoice Bus License - Enterprise User	2.00	\$105.00	\$210.00
MiVoice Border Gateway Virtual - SW	Product Item	MiVoice Border Gateway Virtual	1.00	\$150.00	\$150.00
MiCClient Licnse - Peering Adv Server - SW	Product Item	MiCClient Licnse - Peering Adv Server	1.00	\$0.00	\$0.00
MiCClient Licnse - Federation Adv Server - SW	Product Item	MiCClient Licnse - Federation Adv Server	1.00	\$0.00	\$0.00
MiCollab Virtual Appliance - SW	Product Item	MiCollab Virtual Appliance	1.00	\$597.00	\$597.00

Quotation

MiCollab NPUM MiVBus Mailbox Licensesx10 - SW	Product Item	MiCollab NPUM MiVBus Mailbox Licensesx10	3.00	\$210.00	\$630.00
MiVBus Enterprise SW for 3300 (no users) - SW	Product Item	MiVBus Enterprise SW for 3300 (no users)	1.00	\$897.00	\$897.00
UCCv4.0 Entry User for MiVoice Bus x1 - SW	Product Item	UCCv4.0 Entry User for MiVoice Bus x1	8.00	\$135.00	\$1,080.00
UCCv4.0 Entry User for MiVoice Bus x50 - SW	Product Item	UCCv4.0 Entry User for MiVoice Bus x50	1.00	\$5,610.00	\$5,610.00
UCCv4.0 STND User for MiVoice Bus x1 - SW	Product Item	UCCv4.0 STND User for MiVoice Bus x1	30.00	\$195.00	\$5,850.00
6930w IP Phone - SW	Product Item	6930w IP Phone	82.00	\$312.00	\$25,584.00
6940w IP Phone - SW	Product Item	6940w IP Phone	1.00	\$411.00	\$411.00
6905 Wall Mount Bundle - SW	Product Item	6905 Wall Mount Bundle	4.00	\$81.00	\$324.00
MIR Essentials Bundle - SW	Product Item	MIR Essentials Bundle	10.00	\$216.00	\$2,160.00
MIR Advanced Downloading X1 (NRC) - SW	Product Item	MIR Advanced Downloading X1 (NRC)	1.00	\$360.00	\$360.00
MIR Release BASE License - SW	Product Item	MIR Release BASE License	1.00	\$0.00	\$0.00
S720 USB AC Adapter - SW	Product Item	S720 USB AC Adapter	1.00	\$16.80	\$16.80
Integrated DECT Headset (NA) - SW	Product Item	Integrated DECT Headset (NA)	1.00	\$214.80	\$214.80
RFP 12 Single Cell Base Station (NA) - SW	Product Item	RFP 12 Single Cell Base Station (NA)	1.00	\$173.00	\$173.00
112 DECT Phone, Universal (w/Charger) - SW	Product Item	112 DECT Phone, Universal (w/Charger)	1.00	\$173.00	\$173.00
BT Speakerphone - SW	Product Item	BT Speakerphone	1.00	\$413.00	\$413.00
DECT 112 Case and belt clip - SW	Product Item	DECT 112 Case and belt clip	1.00	\$25.00	\$25.00
3300 MxIII SATA SSD 2pk (Cntr-Server) - SW	Product Item	3300 MxIII SATA SSD 2pk (Cntr- Server)	1.00	\$440.00	\$440.00
MIR All In one - SW	Product Item	MIR All In one	1.00	\$0.00	\$0.00
MIR on MiVoice Business - SW	Product Item	MIR on MiVoice Business	1.00	\$0.00	\$0.00
WFO ASC Call Recording SRC License x1 - SW	Product Item	WFO ASC Call Recording SRC License x1	10.00	\$0.00	\$0.00
SWA Prem 5y MiVBus Analog Port - SW	Product Item	SWA Prem 5y MiVBus Analog Port	10.00	\$18.43	\$184.30
SWA Prem 5y MiVBus System - SW	Product Item	SWA Prem 5y MiVBus System	1.00	\$484.47	\$484.47

Quotation

SWA Prem 5y MiVBus User - SW	Product Item	SWA Prem 5y MiVBus User	2.00	\$41.63	\$83.26
SWA Prem 5y MiV BG System - SW	Product Item	SWA Prem 5y MiV BG System	1.00	\$97.02	\$97.02
SWA Prem 5y MiCollab System - SW	Product Item	SWA Prem 5y MiCollab System	1.00	\$386.82	\$386.82
SWA Prem 5y MiCollab UM Mailbx - SW	Product Item	SWA Prem 5y MiCollab UM Mailbx	35.00	\$13.24	\$463.40
SWA Prem 5y UCC Entry MiVB - SW	Product Item	SWA Prem 5y UCC Entry MiVB	58.00	\$51.61	\$2,993.38
SWA Prem 5y UCC Std MiVB - SW	Product Item	SWA Prem 5y UCC Std MiVB	30.00	\$81.27	\$2,438.10
Misc Hardware / Patch Cables	Product Item	Miscellaneous Cable Management Supplies	1.00	\$500.00	\$500.00
Labor/Project Management	Fixed Price Item	FST engineers to install Mitel phone system (see proposal document for full details and SOW)	1.00	\$14,820.00	\$14,820.00
MIR EPE SWA Premium 5yr - SW	Product Item	MIR EPE SWA Premium 5yr	2660.00	\$1.05	\$2,793.00

Total:	\$79,649.35
Tax Value:	\$0.00
Grand Total :	\$79,649.35

Summary:

Sourcewell ID# 111979

Terms And Conditions:

*** THIS IS NOT AN INVOICE ***

*** SHIPPING IS NOT INCLUDED IN THIS QUOTATION ***

*** Please be advised, due to global supply chain issues related to Covid 19 and the current lack of hardware availability, FST prices can only be guaranteed for 24 hours from the date of this quote. ***

Approval Signature _____ Date _____

MITEL VOIP PHONE SYSTEM PROPOSAL



DATE

02/09/2023

Forward Slash Technology
13610 Barrett Office Drive 9G
Ballwin, MO 63021

CONFIDENTIALITY STATEMENT

This agreement establishes a good faith relationship between Forward Slash Technology (“FST”) and City of Osage Beach (“CoOB”) for the purposes of reviewing this document. This document is the intellectual property of FST. CoOB agrees that the information contained within this document is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of CoOB, or for any other purposes other than to evaluate this document. CoOB further agrees that upon any request by any third party to review or reproduce any or all the information contained herein, FST must be notified, and any subsequent release of material must be authorized by FST. This agreement does not limit CoOB, to use information contained within this document if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

OVERVIEW

Currently, CoOB has a hosted Mitel Phone System deployed throughout all city locations. Due to rising monthly cost, FST recommends deploying a premise-based Mitel phone system. Premise-based systems offer the most stability and control when it comes to call routing, call control, and user configuration. Through MiVoice Business, CoOB will be able to create a more efficient, cost-effective communications environment.

Mitel Phone System

Forward Slash Technology recommends The City of Osage Beach deploy a MiVoice Business premise-based phone system, utilizing Sourcewell pricing to reduce the city's overall ongoing telecommunications costs. Furthermore, with a premise-based phone system CoOB will not be subject to the frequent changes in service plans that often are associated with hosted phone solutions.

PRI Solution

The solution presented within this proposal will require adding a PRI. A PRI is a digital circuit that supports up to 23 simultaneous calls. On PRI you can have multiple numbers (Direct Inward Dials) that can each be directed to a specific device or message which offers guaranteed Quality of Service (QoS)

MIVOICE BUSINESS OVERVIEW

MiVoice Business is a fully customizable system, which can be expanded with a variety of additional features, through the procurement of additional licensing not included herein.

FST has highlighted features which would be a great benefit to CoOB and are included in the proposed system.

- **Dynamic Extension** allows a cell phone to ring in conjunction with or instead of a desk phone. People are now reachable at their office phone number, eliminating the need to give out personal cell or home numbers. This feature may be turned on and off remotely by dialing into the phone system or through the web portal.
- **Music on Hold** will allow the system of playing music or recorded announcements to waiting callers.
- **Direct Dial Numbers** allow special outside numbers to go direct to staff members or announcements.
- **System Scheduling** allows callers to reach different people at different times or days. For example, a menu choice for "After Hours Emergency" will find the person responsible each day.
- **Auto Attendant** allows the system to be configured with a separate backdoor number which is used by employees, friends, family or vendors. The backdoor number would be answered by an auto attendant to reduce call volume to the live attendant, greatly increasing the level of service to callers.
- **Voicemail to Email** employees can choose to receive incoming new voicemail message in their CoOB email inbox.

PHONES AND COMMUNICATIONS APPLIANCES

Mitel phones and appliances are designed to meet the needs of the individual user. From entry-level phones to touch-screen phones, each Mitel phone provides the high quality and feature richness for which Mitel is renowned.

Mitel 6905 IP Phone



The Mitel 6905 IP Phone is the preferred phone for those who want basic communications functions packaged in a compact enterprise device. The 6905 features dual Ethernet ports, three programmable Personal Keys and a large 2.75" LCD display. The 6905's true HD handset and speakerphone provide remarkable wideband audio quality.

Mitel 6920w IP Phone

The 6920w IP phone is flexible and delivers a high-quality communications experience. It features a 3.5-inch LCD screen with backlit display that showcases the intuitive user interface in high resolution to maximize productivity.

High quality full duplex speakerphone and advanced processing delivers exceptional sound for a superior voice experience. USB headset support and innovative analog headset ports allow you to find the fit for your office needs.



Mitel 6930w IP Phone



The Mitel 6930w IP phone is designed from the ground up to provide an exceptional HD audio experience via its speech-optimized handset, full-duplex speakerphone, and support for Bluetooth, USB and analog headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, this phone offers a 4.3-inch color backlit LCD display and HD wideband audio with advanced audio processing.

Programmable personal and context sensitive keys allow you to tailor the 6930w into the ideal desk phone. The optional voice optimized Bluetooth handset enables greater flexibility around your office where the handset is automatically charged via the deskphone.

MiVoice 6940w IP Phone

The Mitel 6940w IP phone is designed for executives who demand an exceptional device that meets their demanding communication needs. It is designed from the ground up to provide an HD audio experience via its speech optimized cordless handset, full-duplex speakerphone, and support for both Bluetooth and USB headsets.

Has a 7-in color LCD display that is east to read and large enough to easily find out more about a caller. Eight programmable keys may be used for call appearances or speed dial numbers.



MiVoice 6970 IP Phone



The 6970 IP Conference Phone designed to make meetings easier and more efficient. A large 7-inch (800x480 pixel) color touch screen grants excellent visibility to an intuitive user interface for quick navigation to essential meeting information and functions. Enjoy crystal clear audio with high-definition speakers.

Mitel's Hi-Q audio technology and 360° beam-forming microphones with Automatic Gain Control (AGC) allow far end conference participants to listen with ease to the active talker while background noise and side conversations are silenced. With the Mitel 6970 IP Conference Phone, your entire meeting experience will be effortless.

SCOPE OF WORK

FST has assessed the needs and requests of City of Osage Beach and has developed the following proposal.

Primary Responsibilities – Forward Slash Technology: Mitel Phone System

Forward Slash Technology has carefully designed a Mitel MiVoice Business Phone system to meet the needs of CoOB. Specifically, FST will provide the below services to CoOB.

- Procurement of
 - 1 – Mitel MiVoice Business phone system (w/ all necessary licenses and hardware)
 - 82 – Mitel 6930 IP phones
 - 1 – Mitel 6940 IP phones
 - 4 – Mitel 6905 phones
- Phone System Configuration
 - Provide materials/templates to CoOB to assist with the planning process
 - Conduct planning calls with CoOB for phone system configuration
 - System programming
 - Call routing
 - Extension setup
- Phone System Installation of
 - One (1) Mitel MiVoice Business phone system
 - Deploying seventy-three (73) desktop phones
- Phone System Training
 - 8 (1 hour) user training sessions
 - Provide custom training materials
- Project Management
- System testing
- Go Live (system cutover)
- Post Deployment Support (changes to call routing, keymaps, features changes, etc.)

Client Responsibilities – City of Osage Beach

To ensure the success of our partnership, CoOB will need to participate by

- Assisting with information collection regarding users, extensions, phone numbers, etc., to build a call routing plan
- Providing access to facilities as required and mutually agreeable
- Providing access to systems and equipment as required and mutually agreeable

Carrier Services and Third-Party Vendor Responsibilities

- Phone number porting with losing carrier
 - This process is carrier specific and FST is required to work within the losing carrier's schedule. Porting request typically take approximately 6 to 8 weeks for completion

General Information

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by CoOB prior to start of such work. No additional charges will be incurred without prior written approval from the client.

INVESTMENT SUMMARY - PHONE

Premise Phone System Project Costs		
Quantity	Description	Cost
1	Phone System Hardware & Software (See attached quote for detailed hardware / software costs)	\$64,329.35
1	Phone System Labor (Initial Setup, Configuration, Deployment, Training, Go Live, Post Deployment Support)	\$14,820.00
1	Misc. Hardware / Patch Cables	\$500.00
Subtotal		\$79,649.35
Tax		\$0.00
Shipping (TBD)		
Total		\$79,649.35

100% of the Total Hardware / Software Cost is due upon contract signing > \$64,329.35

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on _____ . This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Forward Slash Technology reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary, Forward Slash Technology will draw up and present a "Change Order" to City of Osage Beach, for review and approval. Anything talked about, but not written herein, is not a part of this offer. The management of Forward Slash Technology reserves the right to make modifications to this offer. All orders and purchases are subject to the standard Terms and Conditions provided by Forward Slash Technology (attached) and credit approval.

City of Osage Beach

Forward Slash Technology

Signature

Signature

Name

Name

Title

Title

Date

Date

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 23-22 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I, Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations *First Reading*

Requested Action:

First Reading of Bill #23-22

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This request is to repeal and replace the current Schedule I, Table 1-A Speed Limit pertaining to Chapter 320 of the Osage Beach Municipal Code. The noted corrections address road names and descriptions, all of which are highlighted in the attached titled Proposed Changes to Schedule I, Table 1-A Speed Limits.

We have received a request from a resident on Dogwood Lane to reduce the speed limit in the Dogwood Park Estates Subdivision from 25 mph due to speeding motorists and a significant amount of pedestrian traffic with no sidewalks. While there is no data to support the speeding complaints, a review of the roadway in Dogwood Park Estates by Dave Van Leer of Cochran Engineering, states the following:

The Design guide specifically lists Dogwood Lane as a Local Street with over 1,500

ADT. This classification corresponds to a 25 mph design speed, matching the existing posted speed limit.

The address and street where Mr. Smith is located fit better with the Local Street 1,500 - 400 ADT which corresponds to a 15 mph design speed per the design guide. Typical lane widths in Dogwood Park Estates are less than 12'. This would also indicate a design speed of 15 mph per the Design Guide. The City could consider posting a 15 mph speed limit at the north end of Dogwood Lane prior to the three-way fork in the road.

It is my recommendation to reduce the speed limit in the Dogwood Estates Subdivision from 25 mph to 15 mph to meet the classification in the Design Guide. This will include Dogwood Lane from the fork to the end of the road, Apple Blossom, Cherry Blossom and Peach Blossom.

Additional changes are as follows:

Dude Ranch Road listed as the School Zone. This should be Nichols Road.

State Route KK added to the table.

Additional corrections to the table are roadway names that were inadvertently not completed at the time of previous approved changes.

City Attorney Comments:

Per City Code 110.230, Bill 23-22 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING THE OSAGE BEACH CODE OF ORDINANCES BY REPEALING AND REPLACING SCHEDULE 1 SPEED LIMITS, TABLE 1-A SPEED LIMITS OF THE OSAGE BEACH MUNICIPAL CODE CHAPTER 320 SPEED REGULATIONS.

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

Section 1. That the Schedule I Speed Limits, table 1-A Speed Limits is hereby repealed in its entirety.

Section 2. A new Schedule I Speed Limits, table 1-A Speed Limits is hereby enacted to read as follows:

Street	Speed Limit
Airport Road from right-of-way with Osage Beach Parkway to the intersection of Arrow Road	30 mph
Apple Blossom	15 mph
Barry Prewitt Memorial Drive between the intersection with Osage Beach Parkway and the intersection with State Route D and Columbia Avenue	30 mph
Bentwood Drive	15 mph
Bluff Drive from the right-of-way with Osage Beach Parkway to the intersection of Ski Drive	30 mph
Bluff Drive from the intersection of Ski Drive to the Northern most intersection of Huffpuff Lane	25 mph
Bluff Drive from the Northern most intersection of Huffpuff Lane to the end of city right of way	20 mph
Bradford Drive	15 mph
Brookfield Lane	15 mph
Burton Duenke Lane	40 mph
Case Road from the right-of-way with Osage Beach Parkway to Sycamore Valley Drive	35 mph
Case Road from Sycamore Valley Drive to the intersection of Lois Lane	25 mph
Cayman Drive	15 mph
Cherry Blossom	15 mph
College Boulevard from Bradford Drive to the end of the City right-of-way	15 mph
College Boulevard from Bradford Drive to Columbia	30 mph
Columbia Avenue between the intersection with State Route D and the intersection with State Route 42	30 mph
Dogwood Lane from Dude Ranch Road to three-way intersection with Cherry Blossom and Apple Blossom	25 mph
Dogwood Lane from three-way intersection with Cherry Blossom and Apple Blossom to the end of the road	15 mph

Street	Speed Limit
Dude Ranch Road Nichols Road [Ord. No. 16.08 §2, 1-21-2016]	20 mph in both directions when school speed zone device is flashing
Dude Ranch Road from Nichols to the intersection of Darwin Drive	30 mph
Hampton Circle	15 mph
Hatchery Road from the right-of-way with Osage Beach Parkway through the Osage Beach City Park	15 mph
Highway 42:	
Between Osage Beach Parkway and Columbia Avenue	35 mph
Between Columbia Avenue and City limits	45 mph
Larkspur Court	15 mph
Lazy Days Road from right-of-way with Osage Beach Parkway to the end of City right of way	30 mph
Maple Tree Circle	15 mph
Meadow Lane [1]	15 mph
Nichols Road North from Osage Beach Parkway to the end of the City right- of-way	30 mph
Nichols Road South from Osage Beach Parkway to the entrance of Lake of the Ozarks State Park	25 mph
Osage Beach Parkway	45 mph
Osage Beach Parkway South	45 mph
Passover Road from Osage Beach Parkway to Wilson Road	30 mph
Passover Road from Wilson Road to end of Passover Road	25 mph
Passover Road North of Osage Beach Parkway to end of City right of way	25 mph
Peach Blossom	15 mph
Pebble Lane	15 mph
State Route D	45 mph
State Route KK from Osage Beach Parkway to City limits	35 mph
Sunset Drive from Bluff Drive for the first three tenths (0.3) of a mile	30 mph
Sunset Drive after the first three-tenths (0.3) of a mile from Bluff Drive	25 mph
Swiss Village Road:	
From the City limits to Burton Duenke Lane	35 mph
From Burton Duenke Lane to the eastern end of Swiss Village Road	25 mph
Sycamore Valley Drive	40 mph
Three Seasons Road between Mockingbird Lane and the City limits [Ord. No. 16.71 §2, 9-1-2016]	30 mph
Three Seasons Road between State Road Route KK and Mockingbird Lane [Ord. No. 16.71 §1, 9-1-2016]	35 mph
U.S. Highway 54 from the east corporate limits to a point three thousand six hundred (3,600) feet west of Highway State Route KK and U.S. Highway 54	65 mph

Street**Speed Limit**

Interchange

U.S. Highway 54 from a point three thousand six hundred (3,600) feet west of
 Highway **State Route** KK and U.S. Highway 54 Interchange to the west
 corporate limits

60 mph

[1] Editor's Note: Former reference to the speed limit on Nichols Road, near the intersection with Dude Ranch Road, weekdays from 7:00 A.M. to 4:30 P.M., enacted by Ord. No. 15.73 §1, 8-6-2015, which immediately followed, was repealed by §1 of Ord. No. 16.08.

Section 3. Severability.

The chapter, sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court or any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or section 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 4. 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 5. Effective Date.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.22 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. 23.22

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-23 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures, to add an employment position. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-23

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

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

City Administrator Comments:

It has been discussed since the City began contracting out full engineering services, which began at the end of 2019, at some point in the future it may make sense to transition back into having a full-time City Engineer. In late 2019, the City contracted out City Engineer services, and due to the pandemic and other activities, employing full engineering staff ceased. During the FY2023 budget creation process, I indicated to the Board of Aldermen that we would be analyzing our outside service spend, our growth in

productivity, and the best way to transition into an employed City Engineer who would serve as the in-house engineer, to manage the consultants, contractors, and the planning, design, and construction of projects.

Compared to the FY2023 Operating Budget, since 2021 we have increased our billable hours with our contracted City engineers by nearly 100%. This is directly due to the quantity of projects, both in cost and in number, and the increased engineering and construction services required as city capital project spend alone has nearly doubled in the past 18-24 months, in addition to the increase in construction activities in our City that affects several departments, not just engineering services. For further comparison, in 2021 and 2022, the spend for outside services is estimated at nearly 75% less than housing a full engineering department should we have stayed on course from 2019. In 2023 we have over \$12 million budgeted in capital spend, verses the \$5 million and \$7 million in 2021 and 2022, respectively. Employing a City engineer to directly manage the contracted engineering and construction services is optimal for the City at this point.

The Budget Amendment is before you to fund a new position to be added to our Pay Plan, a City Engineer at Level 14; amending the FY2023 for a partial year's estimated cost. The annual cost to the City is estimated to be approximately \$145,000 for salary and benefits. This is comparable to other cities' similar positions and most recent data research. This is just an educated estimate and upon solicitation of the job, application details will outline the true market for the position.

Upon amending the budget to allow the expenditures to be funded appropriately for a partial year in FY2023, I would like to pursue filling the position now instead of waiting for the next budget cycle. Application activity and quality of candidates will determine the actual timeline of filling the job, but I estimate this could take 3 - 5 months.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES TO ADD AN EMPLOYMENT POSITION.

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-18-711000 Salaries	\$ 0	\$ 50,000
10-18-721001 Health Insurance	\$ 0	\$ 12,500
10-18-721002 Dental Insurance	\$ 0	\$ 350
10-18-721004 Employee Life Insurance	\$ 0	\$ 110
10-18-721005 Short Term Liability	\$ 0	\$ 100
10-18-721006 Vision Insurance	\$ 0	\$ 75
10-18-722000 FICA/FMED	\$ 0	\$ 3,900
10-18-723000 Retirement	\$ 0	\$ 3,500

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.23 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. 23.23.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 23-24 - An ordinance of the City of Osage Beach, Missouri, repealing Ordinance 19.01 and vacating a portion of the Right of Way of Osage Beach Road. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-24

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The reason for the repeal is due to a Scriveners error in property owners listed in Ordinance 19.01.

City Attorney Comments:

Per City Code 110.230, Bill 23-24 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING ORDINANCE 19.01 AND VACATING A PORTION OF THE RIGHT OF WAY OF OSAGE BEACH ROAD.

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

Section 1. That the Board of Aldermen of the City of Osage Beach do hereby repeal Ordinance 19.01 enacted February 7, 2019 due to said ordinance mistakenly listing the wrong parties.

Section 2. That the Board of Aldermen of the City of Osage Beach, do hereby find and declare that a petition was filed with the City Planner of the City of Osage Beach from PBSJ Properties, LLC requesting that the portion of the road described as follows be vacated:

All that part of Lot 1 of the Northwest Quarter of Section 6, Township 39 North, Range 15 West of the 5th P.M. described as follows: Beginning at the Northwest corner of Block 1 in Osage Beach; thence South 44°43'36" East, 192.49 feet along the West line of said Block 1 in Osage Beach to the Northerly right of way of Osage Beach Parkway; thence South 53°15'00" West, 36.32 feet; thence 38.23 feet along the arc of a curve turning to the right with a radius of 25.00 feet, the chord of which bears North 87°56'17" West, 34.61 feet; thence North 39°07'33" West, 161.02 feet; thence North 45°16'25" East, 41.67 feet to the point of the Beginning.

Section 3. That the Board of Aldermen finds that the City of Osage Beach Planning Commission has fully approved adoption of this Ordinance in 2018-19 and this Ordinance accurately carries out the approval of the Planning Commission.

Section 4. That the vacation of the road will not adversely affect adjacent properties or property owners in the immediate vicinity and is of no further use to the City.

Section 5. That the right-of-way described in Section 2 be and the same is hereby vacated in favor of PBSJ Properties, LLC.

Section 6. That the City Clerk of Osage Beach, Missouri, be and is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 7. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 8. That this Ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 23.24 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. 23.24.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

ACKNOWLEDGEMENT

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this _____ day of _____, 2023, before, the undersigned Notary Public, personally appeared, Tara Berreth, to me known, who being duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach,, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledge said Ordinance to be the free act and deed of said municipality.

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

Notary Public

Seal:

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-25 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures and Revenue related to Grants received. *First Reading*

Requested Action:

First Reading of Bill #23-25

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-25 is in correct form.

City Administrator Comments:

The City has received notice of additional ARPA grants and this budget amendment modifies the FY2023 Operating Budget for the funds to be received and partial expenditures associated with the grants that were unknown at the time the FY2023 Operating Budget was completed.

1) Additional ARPA Funds from Camden County = \$101,113

- 2) Additional ARPA Funds from SFY 2023 ARPA Peace Officer Grant (POG) = \$26,591
- 3) Expenditure line items to be amended related to: \$20,500 IAPro Internal Affairs Software + \$6,091 Motorola Speaker/Mic Maintenance & Repairs

All other expenditures associated with the additional grant funds were included in the FY2023 Operating Budget.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES AND REVENUE RELATED TO GRANTS RECEIVED.

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-00-440185 ARPA Grants	\$ 0	\$ 127,704
10-14-743107 Maintenance & Repairs	\$ 2,625	\$ 8,716
10-14-774251 Computer Software	\$ 0	\$ 20,500

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.25 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. 23.25.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to approve the purchase of Laptops, Dockings Stations, Power Supplies, and Extended Warranties from Turn-Key Mobile, off of the Jasper County Sheriffs Office Cooperative Contract # JCSO 2001-001 at a price not to exceed \$53,000.00

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-14-774250 Computer Equipment

FY2023 Budgeted Amount: \$62,969.00

FY2023 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2023 Available: \$62,969.00

FY2023 Requested Amount: \$53,000.00

Department Comments and Recommendation:

This is a request to purchase Panasonic Laptops, Docking Stations, Power Supplies, and Extended Warranties. These laptops will allow us to issue a laptop to each officer and put a docking station at each desk so that the computer may be used in both the office and patrol vehicles in the field. This will eliminate the need for the majority of desktop computers needed by the Police Department.

This purchase is fully funded by the Camden County ARPA grant that the City was notified of receiving.

This portion of the grant did come in under our projected budget after reducing the

number of laptops being purchased by one. The total amount for this purchase without shipping cost is \$52,243.00.

We have utilized Turn-Key Mobile for computer and other equipment purchases in the past and are satisfied with their services for these items.

The Police Department recommends approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Turn-Key
Mobile, Inc.

TURN-KEY MOBILE, INC.

4510 Country Club Drive
Jefferson City, Missouri 65109

Estimate

Estimate# : **EST-10470**
Estimate Date : **03/23/2023**
Expiry Date : **04/07/2023**

Sales person/ISS : **Frederick Willis**
Prepared By : **Terry Cage**

Bill To

City of Osage Beach

1000 City Parkway
Osage Beach MO 65065

#	Item & Description	Qty	Rate	Amount
1	FZ-55FZ005KM Panasonic Win10 Pro (Win11 DG), i5-1145G7 (up to 4.4GHz), 14.0 FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, BT, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, NO USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard	13.00	2,894.00	37,622.00
2	CF-SVCLTNF5Y Panasonic Toughbook 2 Year Extension on Manufacturer's Warranty and 5 Year Protection Plus Accidental Breakage	13.00	692.00	8,996.00
3	CF-VEB541AU Panasonic Desktop Dock for CF-54, FZ-55. USB 2.0 (2), USB 3.0 (2), HDMI, VGA, Serial, LAN, Kensington Lock, Power Button. No AC Adapter included	15.00	300.00	4,500.00
4	CF-AA5713A2M Panasonic AC Adapter (100W) for 55, 33, 40	15.00	75.00	1,125.00
5	Contract-Jasper County Jasper County Sheriff's Office Contract # JCSO 2021-001 (Computers and Network Technology)	1.00	0.00	0.00

Sub Total 52,243.00

Total \$52,243.00

Looking forward to doing business with you.
Shipping Charges are not included unless otherwise stated.

Terms & Conditions
All PO placed orders have net 30 day Terms, no discounts.

Authorized Acceptance Signature

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 6, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to modify the original purchase price for the purchase of a 2023 Ford F450 193" WB 4X4 7.3L V* Gas Engine with Liquid Spring Suspension System and a 2022 Osage 168" Warrior Conversion Type 1 Osage Ambulance from Emergency Services Supply for a final price not to exceed \$243,931.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The board approved the initial purchase during the January 6, 2022 Board of Alderman Meeting as well as a modification during the April 21, 2022, Board of Alderman Meeting. The Ambulance is now finished and delivery is set for April 6, 2023.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 40-00-774265 Vehicles(s)

FY2023 Budgeted Amount: \$240,000.00

FY2023 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2023 Available: \$240,000.00

FY2023 Requested Amount: \$243,931.00

Department Comments and Recommendation:

This purchase was originally brought before the board on January 6, 2022, and approved at a cost not to exceed \$236,000.00, then a modification was made and brought before the board a second time on April 21, 2022, after items were added during a pre-build meeting and approved at a cost not to exceed \$240,000.00.

Due to a mid-year price increase on the chassis from Ford Motor Company of \$4,568.00, the final cost of the unit will be \$243,931.00. The final amount is \$3,931.00 over budget.

Due to savings in another Ambulance Operating Capital Line item, there will be no negative effect on the overall budget. If it is determined that a budget amendment is required, it will be addressed at a later time.

The Police Department recommends approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Emergency Services Supply

2637 Drew Perry Rd
Jefferson City, MO 65109 US
jkehoe@osageind.com

INVOICE

BILL TO

Osage Beach Ambulance
1000 City Parkway
Osage Beach, MO 65065

SHIP TO

Osage Beach Ambulance
1000 City Parkway
Osage Beach, MO 65065

INVOICE # 17795**DATE** 03/15/2023**DUE DATE** 03/15/2023**TERMS** COD

DATE	ACTIVITY	QTY	RATE	AMOUNT
	#3 - Chris Marshall - Sales 2022 Ford F550 Chassis with an Osage Conversion Original Bid Price:	1	232,762.00	232,762.00
	#3 - Chris Marshall - Sales Items added at pre-construction	1	6,601.00	6,601.00
	#3 - Chris Marshall - Sales Ford Chassis MY increases STOCK NO: 6575 J3206 VIN: 1FDUF5HN7NEF49133	1	4,568.00	4,568.00

To pay with a credit card, please call 573-897-3634

BALANCE DUE**\$243,931.00**

- Camden County Road Property Tax Questions
- Capital Replacement Plan – LO/OB Joint Sewer Plant
- Emergency generator back up plan for city
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights
 - TIF / Incentive Guideline Review / Revisions
- Litigation / Legal
 - Sunshine Law Interpretation
 - Other Pending
- Personnel
 - Employee Benefits – re: LAGERS
 - Vacancy Status
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan
 - Private Street Inventory
 - Sidewalk Master Plan
 - Swiss Village Treatment Plan
 - Tan Tar A Master Plan / Current Contract Details
 - Veterans Memorial
 - Vehicle Replacement Plan
- Service Evaluation
 - Engineering Service Contract Evaluated
 - IT Service Contract Evaluated