

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

November 2, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

Pg 4 ► Minutes of Board of Aldermen meeting October 19, 2023

Pg 8 ► Bills List - November 2, 2023

UNFINISHED BUSINESS

- Pg 21 A. Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *Second Reading*
- Pg 47 B. Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purposes of the City Code for various as set forth. *Second Reading*

NEW BUSINESS

- Pg 54 A. Bill 23-78 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. to do the Sands Gravity Sewer Main Replacement project for a not to exceed amount of \$383,265.00. *First Reading and Second Reading*
- Pg 65 B. Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount; changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First Reading*
- Pg 68 C. Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, and Section 125.240.A. Other Employee Benefits: Insurance. *First Reading*
- Pg 86 D. Motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for an updated not to exceed price of \$250,133.81.
- Pg 108 E. Motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$172,180.50, plus shipping costs.
- Pg 112 F. Motion to approve the installation of a Vapex Odor Control unit at Sands Liftstation from Vapex Environmental for a not to exceed cost of \$160,000.
- Pg 127 G. Discussion - Modifying Board of Aldermen Meeting Time and Dates.

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
October 19, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, October 5, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Bob O'Steen, Alderman Justin Hoffman, Alderman Kellie Schuman and Alderman Kevin Rucker. Jen Loftis was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Human Resources Generalist Michael Raye, City Treasurer Karri Bell, Airport Manager Ty Dinsdale and Dave Van Leer Cochran.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 23-74 - An ordinance of the City of Osage Beach, Missouri, adding to Chapter 100 General Provisions Sections 100.220 Design Guidelines; Amending Chapter 410: Article IV Design Standards, Section 410.910 - Basic Standards; Article IV Design Standards, Section 410.910 - Basic Scope; Renumbering of Article VI Street Lighting to VII Street Lighting. *Second Reading*

Dave Van Leer discussed two main items: the temporary sediment base during construction and items #5 and #6 on page 45-135 of packet.

Alderman Rucker asked how many inspections are required from city and the recording engineer?

Van Leer responded that the recording engineer does one inspection at the beginning, according to the design that has already been approved. There may be larger projects that require more inspections.

Alderman Ross made a motion to approve the second reading of Bill 23-74. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-74 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen and Alderman Rucker. Bill 23-74 was passed and approved as Ordinance 23.74.

Bill 23-75- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Park Irrigation Improvements Project for an amount not to exceed \$190,112.12. *Second Reading*

Alderman Hoffman made a motion to approve the second reading of Bill 23-75. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-75 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen and Alderman Rucker. Bill 23-75 was passed and approved as Ordinance 23.75.

NEW BUSINESS

Public Hearing - Lakeport Village Petition to form Community Improvement District

Alderman Rucker made a motion to close the public hearing. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote.

Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *First reading*

Attorney Cole Bradbury explained they are voting down previous ordinance 23-45 and voting in ordinance 23-76.

Questions:

Alderman O'Steen questioned why the condos were excluded and if those properties were acquired, would there be another request for CID?

Cole Bradbury answered, there would be an amendment to the ordinance.

Alderman Rucker made a motion to approve the first reading of Bill 23-76. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote.

Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purposes of the City Code for various as set forth. *First Reading*

There was a lengthy discussion about the definition of "peddlers" and how it pertains to food trucks. The question on the ballot was 'Should the fee be increased to five hundred dollars?' A few of the new requirements were discussed to clarify the amended ordinance.

Alderman Marose made a motion to approve the first reading of Bill 23-77. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

Motion to approve the updated cost for the purchase of two F-150 Trucks at a cost of \$38,249 each from Joe Machens Ford using the State of Missouri cooperative bid contract #CC22237405.

Mike Welty explained the price increase of the trucks. The engine that was originally chosen is no longer available, therefore, the price for each vehicle has increased.

Alderman Rucker made a motion to approve the updated cost for the purchase of two F-150 Trucks at a cost of \$38,249 each from Joe Machens Ford using the State of Missouri cooperative bid contract #CC22237405. This motion was seconded by Alderman Schuman. Motion passes unanimously with a voice vote.

Discussion - The Fort of the Osage Tower

Thomas and Carolyn Loraine want to donate the Fort of the Osage Tower to the City of Osage Beach.

Several Alderman concerned about the structural integrity of the tower. The last inspection of the base of the tower was in December 2022. From that inspection, further inspections of the tower were recommended.

Alderman Marose was concerned about the cost of sanding and panting the tower.

If the city had to tear down the tower, the land would be deeded back to the Loraines.

STAFF COMMUNICATIONS

Jeana Woods: Budget meetings coming up.

Mike Welty: Sewer issues

Karri Bell: Property tax

Annual reports that needed to be filed

Dierbergs, OB Commons, Arrowhead, all can be viewed online.

Cole Bradbury: TIF monitor to insure timely disbursement of monies.

Tan-Tara sewer issues

Todd Davis: Officer Rosenberg completed training.

Ron White: Ameren Program: converting all lights in city hall to LED. Doug Damron made all the contacts to get this program started and completed.

Michael Raye: There will be a Lagers Meeting on January 11, 2024

DEPARTMENT UPDATE LIST – As of October 19, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; estimated completion October.
- Emergency generator back up plan for city (*PW Department*)
 - FY2024 Budget inclusion.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review November.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Follow up discussion January/February.
 - Employee Survey Results
 - Estimated completion November.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - FY2024 Budget inclusion.
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion TBD.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - TBD
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker: Thank you to city workers specifically Mike Welty

Alderman Schuman: Thank you to city staff and Eric Gregory for the Fall Festival

Alderman Hoffman: Thank you to citizens advisory on the topic of food trucks and Mike Welty for dealing with sewer issues.

Alderman O'Steen: He will be out of town for the next meeting.

Alderman Ross: Thank you to Kegan Powers for dealing with a water/sewer issue quickly and efficiently.

Mayor Harmison: Thank you to those involved in the Fall Fest, the Health Fair, and Citizens Advisory.

The Mayor also requested a discussion to possibly move the board meeting time to 5:30 and Tuesday instead of Thursday.

ADJOURN

The meeting adjourned at 7:15 pm. I, Jen Loftis as a representative for the 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 October 5, 2023, and approved October 19, 2023.

Jen Loftis as representative for the City Clerk

Michael Harmison, Mayor

** All meetings may be viewed on Facebook and YouTube for further details and clarification.

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

Bills Paid Prior to Board Meeting	\$	513,182.91
Payroll Paid Prior to Board Meeting	\$	151,928.14
SRF Transfer Prior to Board Meeting	\$	112,771.48
TIF Transfer Osage Beach Commons	\$	9,027.28
TIF Transfer Dierbergs	\$	25,003.67
Bills Pending Board Approval	\$	183,133.13
Total Expenses	\$	995,046.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	CITY OF OSAGE BEACH	REIMB CASH SHORTAGE	252.00
			BOOKS, MISC SALES TAX	1.49
		MO DEPT OF REVENUE	State Withholding	4,274.00
			Fed WH	11,328.76
		INTERNAL REVENUE SERVICE	FICA	8,395.34
			Medicare	1,963.45
		MISSIONSQUARE RETIREMENT	Loan Repayment	77.62
			Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirement 457 &	3,347.35
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	538.06
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirement Roth IRA %	224.53
			Retirement Roth IRA	377.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	192.00
		COLE COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	200.00
		MISSOURI STATE TREASURER'S OFFICE	UNCLAIMED PROPERTY	860.00
		OPTUM BANK INC	HSA Contribution	313.33
			HSA Family/Dep. Contributi	1,807.24
		ONE TIME VENDOR GENE HOFSTETTER	231137	11,289.68
		JESSICA AHNER	REIMB ELECTRIC FOR FALL FE	25.00
			TOTAL:	48,603.71
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	166.88
			Medicare	39.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	6.50
			Retirement 401	60.00
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.48
		ELAN CORPORATE PAYMENT SYSTEMS	FLOWERS- DAMRON SURGERY	64.80
			2023 MML LODGING-J. HOFFMA	618.75
			2023 MML LODGING- B. O'STE	513.75
			2023 MML LODGING- K. RUCKE	567.75
			2023 MML LODGING- P. MAROS	513.75
			TOTAL:	2,598.71
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	1.46
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	676.94
			Medicare	158.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	112.20
			Retirement 401	673.18
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	94.96
		ELAN CORPORATE PAYMENT SYSTEMS	PAPPOS PIZZA-MANAGEMENT MT	140.69
			2023 MML LODGING- M. WELTY	567.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2023 MML LODGING- J. WOODS	586.31
			2023 GFOA OF MO CONF- WOOD	125.00
			MOGFOA DUES WOODS 10/23-9/	75.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,397.85
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	194.17
			Medicare	45.41
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.56
			Retirement 401	195.39
		ELAN CORPORATE PAYMENT SYSTEMS	CASHIER & SUPVSR TRNG- LOF	105.00
			ADVNCN MUNICIPI GOVT INSTI	50.00
			2023 MML LODGING- T. BERRE	567.75
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,284.03
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	615.58
			Medicare	143.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.63
			Retirement 401	609.81
		POWERS, KEGAN	MILEAGE/MEALS MPR CONF-POW	193.75
		ELAN CORPORATE PAYMENT SYSTEMS	2023 GFOA FALL CONF-BELL&W	250.00
			WHITE MOGFOA 10/2023-9/202	75.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,177.23
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	94.35
			Medicare	22.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	15.85
			Retirement 401	95.11
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	302.38
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	353.59
		ELAN CORPORATE PAYMENT SYSTEMS	IMLA 2023 CONF LDGNG- BRAD	888.84
		BRADBURY, COLE	TRAVEL REIMB IMLA-C. BRDBU	<u>937.07</u>
			TOTAL:	2,689.26
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	477.82
			Medicare	111.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	80.50
			Retirement 401	483.02
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	230.92
		WEX INC	BLDG DEPT FUEL	295.21
			BLD DEPT CAR WASH	10.00
		ELAN CORPORATE PAYMENT SYSTEMS	ICLOUD STORAGE	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,917.21
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 9/12-10/11/23	76.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL SVC 9/12-10/11/2	4,650.61
		INTERNAL REVENUE SERVICE	FICA	65.58
			Medicare	15.34
		DON SCHNIEDER EXCAVATING CO INC	CITY HALL IMPROV OB23-023	140,462.72
			CITY HALL IMPROV OB23-023	9,393.60
		ELAN CORPORATE PAYMENT SYSTEMS	BADGE HOLDER & PEN CUPS	17.94
			TOTAL:	154,682.69
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	522.90
			Medicare	122.29
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	382.59
		LOWE'S	WOOD AND WALL MOUNT	21.57
			TOILET PAPER & 55 GAL DRUM	164.17
			SOIL	16.11
			JIG SAW BLADE	14.71
			MUMS & 55 GAL DRUM	191.69
			BOUNTY PAPER TOWEL	50.50
			PARK RAILING	203.03
			BOLT	2.82
			SOCKET ADAPTER	17.06
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	129.00
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	779.98
		WEX INC	PARK DEPT FUEL	486.43
		AMEREN MISSOURI	LWR DIAMOND LTS 9/5-10/4/2	12.90
			CP MAINT BLDG 9/12-10/11/2	48.14
			CP #2 DISPLAY C 9/12-10/11	12.16
			CP SOCCER FIELDS 9/12-10/1	78.96
			CP #2 DISPLAY D 9/12-10/11	12.16
			CP BALL FIELDS 9/12-10/11/	609.87
			CP #2 DISPLAY B 9/12-10/11	13.31
			CP #2 DISPLAY A 9/12-10/11	12.16
			HWY 42 BALLPRK LTS 9/5-10/	38.64
			CP #2 IRRIG PUMP 9/12-10/1	12.61
		ELAN CORPORATE PAYMENT SYSTEMS	STEWART LED SIGN & PARTS	367.37
		OPTUM BANK INC	HSA Contribution	112.50
			TOTAL:	4,460.63
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.19
			Retirement 401	193.13
		PANCAKE HOUSE	BREAKFAST- 2023 HEALTH FAI	780.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		ONE TIME VENDOR RENEE SKINNER	2023 HEALTH FAIR MASSAGE	550.00
		ELIJAH SKINNER	2023 HEALTH FAIR MASSAGE	550.00
			TOTAL:	2,437.66
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.47
		MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 8/26-9/2	427.03
		AIRESPRING INC	PHONE CONNECTION 10/2023	665.51
			TOTAL:	1,158.01
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,613.38
			Medicare	845.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	545.79
			Retirement 401	3,404.25
		O'DAY, MICHAEL	MILEAGE MPR CONF- O'DAY	159.82
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	424.08
		WEX INC	POLICE DEPT FUEL	6,194.44
			POLICE DEPT CAR WASHES	61.00
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 8/26-9/25/	182.13
		ELAN CORPORATE PAYMENT SYSTEMS	CHILD SFTY SEAT CERT-HENDR	55.00
			DMV VEHICLE TITLE & REGIST	15.04
			KWIK KAR WASH	32.00
			TRANSUNION PERSON SEARCH	150.00
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,050.00
			TOTAL:	16,956.99
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 9/23/23	1,057.08
		INTERNAL REVENUE SERVICE	FICA	1,033.81
			Medicare	241.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	83.82
			Retirement 401	655.82
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.02
			COMM CABLE	36.64
			CH CABLE/INTERNET 9/21-10/	129.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.48
		ELAN CORPORATE PAYMENT SYSTEMS	PUBLIC SFTY COMM COURSE	400.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,965.43
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	33.63
			Retirement 401	201.77
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	558.73
Engineering	General Fund	WEX INC	ENG DEPT FUEL	0.00
			TOTAL:	0.00
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	28.14
			Retirement 401	168.82
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	291.59
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.72
		BEAN, MIKEAL S	MEALS IT SUMMIT ST. LOUIS-	75.00
		ELAN CORPORATE PAYMENT SYSTEMS	LDGNG KC SEC TRNG- BEAN	174.28
			LDGNG SECURITY TRNG- BEAN	168.73
			KC SECURITY SUMMIT- BEAN	195.00
			ST. LOUIS SECURITY SUMMIT-	630.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 9/202	4,238.81
			INTERNET CONNECTIONS 10/20	2,566.59
			TOTAL:	8,910.57
Economic Development	General Fund	REPUBLIC SERVICES #435	SPECIAL EVENT TRASH SERVIC	250.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	37.27
		LAKE OF THE OZARKS ELKS LODGE No 2517	EVENT SUPPORT- VETERANS PA	2,000.00
		ELAN CORPORATE PAYMENT SYSTEMS	ICOUNTY WEB- LAKEPORT CID	28.25
			MO ECON DVLPMNT COUNCIL-WO	300.00
			LCTC LASER ENGRAVING	68.00
			FALL FEST RESTAURANT EQUIP	152.00
		ONE TIME VENDOR KCBS	KCBS MASTER SANCTIONING FE	295.00
			TOTAL:	3,130.52
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	365.79
		INTERNAL REVENUE SERVICE	Fed WH	821.38
			FICA	692.96
			FICA	4.63-
			Medicare	162.04
			Medicare	1.08-
		MISSIONSQUARE RETIREMENT	Retirement 457 &	75.56
			Retirement 457	188.01
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	116.41
			TOTAL:	2,456.44
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	692.95
			FICA	4.63-
			Medicare	162.06
			Medicare	1.08-
		MISSIONSQUARE RETIREMENT	Retirement 401%	76.38
			Retirement 401	458.25
		VANCE BROTHERS, INC	OB23-003 PVMNT SEALING PRG	172,424.00
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	651.81
		PHILLIPS, MITCHELL	MEALS MACCTO CONF- M. PHIL	75.00
		WEX INC	TRANS DEPT FUEL	2,334.09
		AMEREN MISSOURI	5757 CHAPEL SVC 9/13-10/12	239.44
		AMEREN MISSOURI	792 PASSOVER LTS 9/12-10/1	16.89
			1095 MACE RD LTS 9/12-10/1	30.15
			1129 INDUSTRIAL 9/12-10/11	29.31
			1075 NICHOLS LTS 9/13-10/1	35.70
			872 PASSOVER LTS 9/12-10/1	16.94
			KK DR PALISADES 8/30-9/29/	97.96
			MACE RD RNDABT 9/12-10/11/	15.75
			680 PASSOVER LTS 9/12-10/1	13.96
			MAINT SALT BLD 09/06-10/05	12.16
			ST LGT SVC 9/1-10/1/23	4,152.86
			CUST OWNED LTG 9/1-10/1/23	345.53
			NICHOLS VIEW LTG 9/1-10/1/	155.98
		LONG IV, ROBERT W	MEALS MACCTO CONF- R. LONG	75.00
		LUCERO, PRESTON	MEALS MACCTO CONF- LUCERO	75.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 8/26-9/25/	60.71
			PW COPIER SPLYs 9/26-10/25	32.66
		ELAN CORPORATE PAYMENT SYSTEMS	MOWER REPAIR	2,791.96
			OSHA TRNG- LUCERO & BULLOC	161.97
			APWA SNOW REMOVAL TRAINING	375.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
			TOTAL:	185,916.51
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,895.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			State Withholding	455.71
		INTERNAL REVENUE SERVICE	Fed WH	1,233.28
			FICA	783.92
			Medicare	183.35
		MISSIONSQUARE RETIREMENT	Retirement 457 &	290.04
			Retirement 457	100.99
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	137.79
			TOTAL:	8,152.61
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	783.91
			Medicare	183.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.38
			Retirement 401	668.32
		LOWE'S	SHOP DOOR STOPPER	7.96
			SHOP DOOR STOPPER	4.73
			ORGANIZER SUPPLIES	337.02
			BLADES	71.08
			SOCKET SET	71.27
			SHOP EXT FAUCET	53.66
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	383.62
		WEX INC	WATER DEPT FUEL	1,402.78
		AMEREN MISSOURI	5757 CHAPEL SVC 9/13-10/12	239.43
		AMEREN MISSOURI	LK RD 54-29 WELL 9/12-10/1	916.66
			BLUFF RD TOWER 09/06-10/05	3,641.23
			COLLEGE WELL 9/5-10/4/23	1,449.34
			CLMBIA CLG WELL 9/12-10/11	2,963.47
			COLUMBIA TWR 9/12-10/11/23	15.76
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 8/26-9/25/	60.71
			PW COPIER SPLY 9/26-10/25	32.67
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.25
			TOTAL:	13,711.09
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	645.50
		INTERNAL REVENUE SERVICE	Fed WH	1,345.09
			FICA	1,264.48
			Medicare	295.74
		MISSIONSQUARE RETIREMENT	Retirement 457 &	117.23
			Retirement 457	199.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	343.30
			TOTAL:	4,535.34
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,264.50
			Medicare	295.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.09
			Retirement 401	910.53
		LOWE'S	261A GP SUMMIT CIR REPAIRS	8.54
			SMALL TOOLS - FRANK	18.98
			SUMMIT @ OSAGE - FRANK	17.08
			HWY 42 CAMPGROUND	77.47
			SEWER SUPPLIES	41.78
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	943.82
		WEX INC	SEWER DEPT FUEL	3,626.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	5757 CHAPEL SVC 9/13-10/12	239.43
			GRINDER PUMPS & LIFT STATI	5,823.58
			GRINDER PUMPS & LIFT STATI	3,959.72
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 8/26-9/25/	60.72
			PW COPIER SPLYS 9/26-10/25	32.67
		ELAN CORPORATE PAYMENT SYSTEMS	BOOTS- LYBYER & CAMPBELL	415.85
			BOOTS- BRISON & CAMPBELL	359.98
			SAW, BATTERY,WORK GLOVES	739.40
			TAX CREDIT WORK BOOTS	20.50-
			BOOTS- DUNCAN	182.23
			BOOT REFUND- LYBYER	179.21-
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.50
			TOTAL:	19,412.60
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	412.00
		INTERNAL REVENUE SERVICE	Fed WH	878.45
			FICA	1,000.58
			Medicare	234.03
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	142.60
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
			TOTAL:	3,216.54
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,000.58
			Medicare	234.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	94.78
			Retirement 401	791.78
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	47.48
		WEX INC	AMB FUEL	617.67
		HANDY, FLOYD	TRAVEL REIMB EMS EXPO- HAN	65.20
		RUDAT, TOMMI	TRAVEL REIMB EMS EXPO-RUDA	201.93
		RSH & ASSOCIATES LLC	COURT COST - 08212023	250.00
			COURT COST - 10052023	250.00
		ELAN CORPORATE PAYMENT SYSTEMS	EMS WORLD EXPO LDGNG-RUDAT	1,219.30
			WORLD EMS EXPO LDGNG-HANDY	1,219.30
			MEMSA MEMB 10/2023-9/2024	200.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	6,491.19
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	5,302.84
			State Withholding	214.40
		INTERNAL REVENUE SERVICE	Fed WH	386.07
			FICA	359.01
			Medicare	83.96
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.26
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	6,541.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 9/7-10/5/23	12.16
			KAISER TRMNL BLDG 9/7-10/5	366.32
			LCF HANGAR 2 9/7-10/5/23	27.15
			LCF NEW AP HANGAR 9/7-10/5	57.65
		INTERNAL REVENUE SERVICE	FICA	359.01
			Medicare	83.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.16
			Retirement 401	354.59
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.74
		WEX INC	LCF FUEL	86.63
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	1,648.87
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	114.48
			State Withholding	74.60
		INTERNAL REVENUE SERVICE	Fed WH	299.12
			FICA	255.45
			Medicare	59.75
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.48
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	901.88
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	255.45
			Medicare	59.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.42
			Retirement 401	246.52
		LOWE'S	GORILLA GLUE	14.21
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.74
		WEX INC	GG FUEL	229.35
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	959.44
===== FUND TOTALS =====				
10	General Fund		259,239.32	
20	Transportation		188,372.95	
30	Water Fund		21,863.70	
35	Sewer Fund		23,947.94	
40	Ambulance Fund		9,707.73	
45	Lee C. Fine Airport Fund		8,189.95	
47	Grand Glaize Airport Fund		1,861.32	
-----			GRAND TOTAL:	513,182.91

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	8.92
Building Maintenance	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	94.60
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	0.00
		AMAZON CAPITAL SERVICES INC	SUGAR & CREAMER	72.20
			COFFEE	41.85
		COCHRAN ENGINEERING	BUILDING IMPROV ENG	7,448.75
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	375.55
			COMPRESSOR FOR HVAC	<u>3,019.57</u>
			TOTAL:	11,055.24
		Parks	General Fund	LAKE SUN LEADER 81525 & 1586450
CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 10/1-10/31/			101.50
CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL			5.60
	PARKS DEPT UNIFORM RENTAL			7.80
PARKWAY PLAZA TIRE	TIRE REPAIR- CHEVY			91.04
COCHRAN ENGINEERING	PARK IMPROV ENG			<u>1,380.00</u>
TOTAL:	1,654.19			
Human Resources	General Fund			LAKE REGIONAL OCCUPATIONAL MEDICINE
		HEALTH GAUGE	2023 FLU SHOTS	275.00
			HEALTH FAIR STROKE SCRNGS	<u>4,500.00</u>
			TOTAL:	4,940.00
Overhead	General Fund	TYLER TECHNOLOGIES INC	OVREHEAD INSITE TRANSACTN F	121.25
		STAPLES BUSINESS ADVANTAGE	LABEL DIVIDERS & BINDERS-B	<u>240.29</u>
		TOTAL:	361.54	
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 26	670.40
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 23	90.00
			REPLACE AIR FILTER- PD 23	43.10
			TIMING CHAIN & GEAR REP- P	1,885.74
		STAPLES BUSINESS ADVANTAGE	BATTERIES	<u>134.70</u>
		TOTAL:	2,823.94	
		Planning	General Fund	ONE TIME VENDOR LEXITAS
TOTAL:	350.00			
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 8/26-9/29/23	2,854.58
		COCHRAN ENGINEERING	GENERAL ENG	<u>27,522.50</u>
		TOTAL:	30,377.08	
Information Technology	General Fund	TYLER TECHNOLOGIES INC	THRML PRNT SUP 12/2023-11/	297.21
		ADOBE INC	ADOBE 11/2023-11/2024	<u>5,469.60</u>
		TOTAL:	5,766.81	
Economic Development	General Fund	UNITED RENTALS (NORTH AMERICA) INC	GENERATOR RENTAL	85.77
		LAURIE TENT & EVENT RENTAL LLC	WEIGHTS FOR TENT- FALL FES	325.00
		MCS RENTAL & SUPPLY	GENERATOR RENTAL	40.00
		ONE TIME VENDOR POTTER'S HOUSE	FALL FEST BOUNCE HOUSE	<u>599.95</u>
		TOTAL:	1,050.72	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	RP LUMBER INC	CONCRETE - SIGNS	251.58
		FASTENAL CO	NUTS & WASHERS	115.85
		KNAPHEIDE TRUCK INC	PARTS FOR SALT SPREADER	1,505.15
			FLANGED BEARING-SALT SPREA	299.28
			PARTS FOR SALT SPREADER	386.41
		O'REILLY AUTOMOTIVE STORES INC	CARGO STRAPS-KUBOTA TRACTO	13.99
			BACKUP ALARM- VAN	36.19
		CONSOLIDATED ELECTRICAL DISTR, INC	LED LAMPS- STREET LIGHTS	900.00
		CROWN POWER & EQUIPMENT	PARTS FOR KUBOTA TRACTOR	178.02
			PARTS FOR KUBOTA TRACTOR	206.95
			PARTS FOR KUBOTA TRACTOR	56.73
		VANCE BROTHERS, INC	OB23-003 PVMT SEALING FINA	3,910.00
		ULINE	LAWN LEAF BAGS	916.03
		COMFORT CARE	PW AC REPAIR	41.25
		KEY EQUIPMENT & SUPPLY CO	PARTS - STREET SWEEPER	682.59
		MAGRUDER LIMESTONE CO INC	1" MINUS	90.42
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANSPO DEPT UNIFORM RENTA	3.33
			UNIFORMS	159.42
			MATS	12.25
		AMAZON CAPITAL SERVICES INC	PENS,TABLS,PPR TOWELS,TISS	98.99
		COCHRAN ENGINEERING	STREETS MISC ENG	2,785.00
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 9/10-10/10/	412.72
		NICK'S TRUE VALUE HARDWARE	THERMOSTAT- SHOP HEATER	32.99
			TOTAL:	13,098.47
Water	Water Fund	TYLER TECHNOLOGIES INC	WATER INSITE TRANSACTION F	3,021.00
		CORE & MAIN LP	3/4 REGULATORS	8,413.80
			BRASS INVENTORY STOCK	680.38
		COMFORT CARE	PW AC REPAIR	41.25
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORM RENTAL	3.48
			UNIFORMS	146.54
			MATS	12.24
		AMAZON CAPITAL SERVICES INC	PENS,TABLS,PPR TOWELS,TISS	98.99
			RIGHT ANGLE IMPACT ATTACHM	38.66
			IMPACT DRIVER SET	25.58
			1/2" EXTENSION WRENCH	139.95
			12" SPUD WRENCH	45.98
		COCHRAN ENGINEERING	PROFESSIONAL SVCS ENG	760.00
			UNSERVED AREAS ENG	5,137.50
			TOWER & WELL IMPROV ENG	65.00
		NICK'S TRUE VALUE HARDWARE	SCREWS & WASHERS	21.97
			OSC BLADE	19.99
			GLOVES	25.98
		SHORT ELLIOTT HENDRICKSON INC	WATER TRTMNT PILOT STUDY	1,275.43
			TOTAL:	19,977.20
Sewer	Sewer Fund	PURCELL TIRE & RUBBER CO	FLAT REPAIR - BACKHOE	2,705.12
		AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- CHRIS DUNCAN	29.28
		HORNER & SHIFRIN INC	OB TL03 IMPROV-MARGARITAVI	4,300.00
		MUNICIPAL EQUIPMENT CO	STUCK FLOAT	1,012.50
			HYDRAULIC KIT	1,685.57
			PANEL PARTS	192.55
		TYLER TECHNOLOGIES INC	SEWER INSITE TRANSACTION F	3,021.00
		O'REILLY AUTOMOTIVE STORES INC	BATTERY- TRK 60	251.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- LIFT STATION R	93.10
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	SEPT MONTHLY FLOWS	40,320.42
		BOWLING ELECTRIC MACHINE	CAPACITORS	26.00
		BUTLER SUPPLY CO	DC POWER SUPPLY- ROCKWAY	1,299.54
		CORE & MAIN LP	6' SHUT OFF SPARE KEY	224.54
		COMFORT CARE	PW AC REPAIR	41.25
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORM RENTAL	1.23
			UNIFORMS	210.19
			MATS	12.25
		AMAZON CAPITAL SERVICES INC	MUCKBOOTS, COFFMAN, B	91.90
			MUCKBOOTS, HEGER, G	91.90
			MUCKBOOTS, CAMPBELL, F	91.90
			MUCKBOOTS, DUNCAN, C	91.90
			PENS,TABLS,PPR TOWELS,TISS	99.01
		COCHRAN ENGINEERING	REPAIR TO SYSTEM ENG	6,260.00
			LIFT STATION IMPROV ENG	1,051.25
			TTA ESTATES REHAB ENG	9,141.25
			UNSERVED AREAS ENG	11,012.50
		REEVES-WIEDEMAN COMPANY	STEEL & BRASS NIPPLES-BAND	51.39
			BANDANAS	31.97
			ROCKWAY	103.55
			PARTS FOR REPAIR - OREILLY	114.07
			SPINDRIFTER CONDUIT REP	817.68
			BANDARINAS	22.95
			PARTS FOR STATION REPLUMB	121.85
		CAS DATALOGGERS	ODOR LOGS FOR SANDS MAINT	<u>6,828.39</u>
			TOTAL:	91,450.39
Lee C. Fine Airport	Lee C. Fine Airpor	CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
			LCF UNIFORM RENTAL	<u>7.59</u>
			TOTAL:	15.28
Grand Glaize Airport	Grand Glaize Airpo	CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	STARTER & SPARK PLUGS	215.41
			CORE RETURN	<u>20.00-</u>
			TOTAL:	203.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		58,388.44
20		Transportation		13,098.47
30		Water Fund		19,977.20
35		Sewer Fund		91,450.39
45		Lee C. Fine Airport Fund		15.28
47		Grand Glaize Airport Fund		203.35

GRAND TOTAL:				183,133.13

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City of Osage Beach
Agenda Item Summary

Date of Meeting: November 2, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *Second Reading*

Requested Action:

Second Reading of Bill #23-76

Ordinance Referenced for Action:

RSMo Section 67.1401 - Section 67.1571; The CID (Community Improvement District) Act authorizes the Board of Aldermen to establish CIDs and requires that all CID petitions be approved by ordinance.

Deadline for Action:

None - Although no statutory deadline is applicable as the CID funding is a part of the entire project as a sales tax election, such sales tax election, as part of the project funding, will need to be in place upon the first retail store opening to take advantage of the sales tax funding source.

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-76 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE LAKEPORT VILLAGE 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 formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City received a petition to establish the Lakeport Village Community Improvement District on May 5, 2023 and its Board of Aldermen held a first reading of Bill No. 23-45 approving said petition on May 18, 2023, which was unanimously approved; and

WHEREAS, the applicant for said petition thereafter indicated it wished to amend its petition and the city has taken on further action on Bill No. 23-45; and

WHEREAS, the City has received an updated Petition to Establish the Lakeport Village Community Improvement District attached hereto as Exhibit A (the “CID Petition”), which seeks to establish the Lakeport Village Community Improvement District (the “CID”) on certain property located northeast of the Jefferies Road and U.S. Route 54 interchange; 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 October 19, 2023, at which all persons interested in the formation of the CID were allowed an opportunity to speak and the Board of Aldermen heard all protests and received all endorsements;

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 Lakeport Village 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 CID is authorized to impose a sales tax, as described in the CID Petition. Subject to further approvals by the CID, the CID is also authorized to impose a special assessment, 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 CID’s board of directors are hereby appointed as follows:

<u>Name</u>	<u>Initial Term</u>
Jeffrey J. Tegethoff	4 years
Fred M. Ross, Jr.	4 years
Michael Harmison	2 years
Jeana Woods	2 years
Richard Ross	2 years

Successor members of the CID'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. Disapproval of Bill 23-45. The Board of Aldermen hereby disapproves of Bill 23-45 approving the previous version of this Petition and such Bill shall have no force or effect because Bill 23-24 never became an ordinance.

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 and the CID, 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: October 19, 2023

READ SECOND TIME:

I hereby certify that Ordinance No. 23.76 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 approved Ordinance No. 23.76.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT
DISTRICT**

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Osage Beach, Missouri

2023

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT DISTRICT**

This Petition (“Petition”) to establish a Community Improvement District within a certain limited portion of the City of Osage Beach, Missouri (the “City”), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

As set forth herein, LAKEPORT VILLAGE LLC (the “Petitioner”) is signing this Petition in accordance with the Act to request that the governing body of the City (the “Board of Aldermen”) hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the district shall be the “**Lakeport Village Community Improvement District**” (the “District”).

B. Legal Description

The District includes all of the real property (the “District Property”) legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the “District Boundary Map”).

2. PETITIONER

Based on the tax records of Camden County as of the date of filing this Petition, Petitioner:

- (a) owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE-YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to one or more contracts with one or more developers (the “Developers”) to undertake a project on behalf of the District (the “Project”), which Project is expected to include the demolition and removal of existing buildings or structures within the District, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary, or desired public improvements within the District.

Additionally, the purposes of the District are to:

- (a) Pledge all or a portion of its revenues to one or more notes, bonds, or other obligations, which may be issued by the District or another public body (collectively, the “District Obligations”) and are secured by the tax revenues and special assessments of the District (the “CID Revenues”), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into one or more contracts or agreements in order to complete or cause the completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the “District Sales Tax”);
- (d) Impose a special assessment in accordance with the Act (the “Special Assessment”);
- (e) Use a portion of CID Revenues to pay the administrative costs of the District; and
- (f) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

B. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Nine Million Seventy-Two Thousand and Fifty Nine

Dollars (\$9,072,059.00), which excludes the cost of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Anticipated Sources of Funds to Pay Costs and Anticipated Term of the Sources

The District intends to enter into an agreement among the District, the City and one or more developers of real property within the District, pursuant to which the developer(s) will advance the costs of the Project subject to reimbursement from revenues generated by the CID Sales Tax and Special Assessment or the proceeds of District Obligations. Such District Obligations will be repaid from CID Revenues. The anticipated sources of funds to pay the cost of the Project are the CID Revenues. The anticipated term of the CID Revenues is twenty-seven (27) years from the adoption of the ordinance establishing the District, unless extended.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2023

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of its Board (as hereinafter defined) and approval of District Sales Tax.
- Commence the Project.

2024

- Project continues.
- Implement and collect District Sales Tax.
- Implement and collect Special Assessment.

2025

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.

- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2026

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2027

- Completion of the Project.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the “Board”) and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the “Directors” and each a “Director”).

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and

- (d) be an owner of District Property ("Owner") or its legally authorized representative, provided that, if at the time of appointment of the initial Board or any submittal of a slate of successor Directors, any one Owner owns more than fifty percent (50%) of the District Property (the "Majority Owner") as calculated based on the acreage on record with the Camden County Assessor's Office (the "Assessor"), then any Directors appointed shall be legally authorized representatives of the Majority Owner.

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor of Osage Beach (the "Mayor") with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Four (4) Years
Second	Four (4) Years
Third	Two (2) Years
Fourth	Two (2) Years
Fifth	Two (2) Years

Two of the initial Directors shall be representatives of the Petitioner. Upon expiration of the terms of the initial Directors, successive Directors shall, subject to Section 4 below, be appointed by the Mayor with the consent of the Board of Aldermen in accordance with the Act. Successor Directors shall serve four (4) year terms on the Board; provided, however, each Director shall serve until such Director's successor is appointed in the manner described below and qualified.

4. Board Representation

In addition to the foregoing qualifications set forth in this Section 4, in order to ensure fair representation of the District, the Board representation shall include three persons designated by the Mayor, at least one of which will satisfy the requirements of Section 67.1451.2(3) of the Act, and two persons designated by Petitioner so long as (i) Petitioner owns District Property or has a business operating within the District and (ii) District Obligations remain outstanding. In the event that either (i) or (ii) are not satisfied, then in such event the Majority Owner, if any, shall designate the two persons, and if there is not a Majority Owner, one person designated by each of the two largest owners of District Property according to the Assessor's records.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

In accordance with Section 67.1521 of the Act, the proposed District shall have the power to levy a Special Assessment upon all or a portion of District Property as follows:

The maximum rate of the Special Assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the proposed District which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Five Hundred Forty-Six Thousand One Hundred Twenty Dollars (\$546,120.00) according to the most recent final (2022) assessed values located in the records of the Assessor, as set forth below.

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation

pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), subject to voter approval as set forth in Section 67.1545.

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area, as defined in Section 67.1401.2(3) of the Act, as more fully described within that certain Lakeport Village Tax Increment Financing Redevelopment Plan, dated April 17, 2023.

10. LIFE OF DISTRICT

Petitioner requests that the proposed District exist for a maximum of twenty-seven (27) years from the effective date of the ordinance approving this Petition as provided in Section 67.1481.1 of the Act.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS

There shall be no other limitations on the District's powers, and the District shall have all powers granted under the Act.

[Remainder of page intentionally left blank]

Signature Page for Petition to Establish the
Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, establish the Lakeport Village Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	LAKEPORT VILLAGE LLC
Owner's Telephone Number:	
Owner's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred M. Ross, Jr.
Basis of Legal Authority to Sign:	Managing member
Signer's Telephone Number:	
Signer's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

Owner: Lakeport Village LLC

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

Legal Description: See Exhibit A

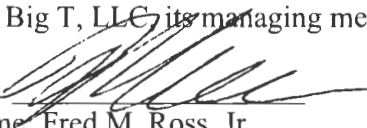
Map: See Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he or she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Clerk.

**LAKEPORT VILLAGE LLC,
A MISSOURI LIMITED LIABILITY COMPANY**

By: Big T, LLC its managing member

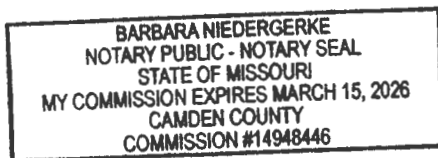
By: 
Name: Fred M. Ross, Jr.
Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 28th day of Sep, 2023, before me appeared Fred M. Ross, Jr. to me personally known, who, being by me duly sworn, did say that he is the Manager of Big T, LLC, a Missouri limited liability company, the Managing Member of Lakeport Village LLC, a Missouri limited liability company and that said Petition was signed by such company by authority of its managing member, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[SEAL]




Notary Public
Name: Barbara Niedergeske

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Tract A (Southerly Parcels):

Parcel 1:

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of Goodin's Subdivision, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden county records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the Point of Beginning.

Parcel 2A:

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 16, Camden County, Missouri, described as follows:

From the Northwest corner of the Northwest quarter of the Southeast quarter, run East along the North line of the Northwest quarter of the Southeast quarter 540.9 feet to the centerline of a 40 foot wide roadway for the Place of Beginning; thence leaving the road, continue along said North line, East 153.3 feet; thence leaving said North line South 75.0 feet; thence West, 127.0 feet; thence South 6 degrees 00 minutes West, 73.7 feet; thence West, 20.98 feet to a point on the centerline of said 40 foot roadway; thence along centerline, North 7 degrees 30 minutes East, 17.7 feet; thence North 130.8 feet to the Place of Beginning.

Parcel 2B:

All of the following described land lying above contour elevation 662 feet:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Southwest quarter of the Northeast quarter of Section 11, run East along the South line of said Southwest quarter of the Northeast quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said

shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South line of the Southwest quarter of the Northeast quarter; thence along said South line of the Southwest quarter of the Northeast quarter of Section 11, West 569.0 feet to the Place of Beginning: Excepting therefrom that portion of the above-described land which lies within road right-of-way.

Parcel 3:

All of Lot Nos. 1, 2, 3, 4, 5, 6, and 7 of "Friedrich Heights", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 18, page 71, Camden County Recorder's Office.

Parcel 4A:

All that part of the following described property which lies above property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11) Township thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter, run East along the South line of the said Southwest quarter of the Northeast quarter, 540.0 feet, more or less to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company, thence East along the south line described in the deed to said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less, to the Point of Beginning.

Parcel 4B:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter run East along the South line of the said Southwest quarter of the Northeast quarter 540 feet, more or less, to the centerline of the present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

Parcel 4C:

That part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

Beginning at the Southwest corner of said quarter quarter section; thence East along the South line of said quarter quarter section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the Southerly edge of a well defined private roadway for the point of beginning of the parcel to be conveyed; thence continue South 96 feet more or less to the center of a 20 foot road; thence in Southwesterly direction along the center of said road to a point on the Westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter section which is 540 feet East from the Southwest corner of said quarter quarter section; thence North 19 degrees 30 minutes West a distance of 336 feet to the Southerly edge of the aforesaid well defined private roadway; thence in an Easterly direction along the Southerly edge of said roadway to the Point of Beginning.

Tract B (Northerly Parcels):

Parcel 1:

A parcel of land lying in Tract C of Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows:

From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the Place of Beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the Place of Beginning.

Parcel 2:

All of GOODIN'S SUBDIVISION, according to the plat thereof on file and of record in Plat Book 2, page 82 in the Camden County Recorder's Office, including all that part of the following described property, which lies above contour elevation 662 feet in Section 11, Township 39 North, Range 16 West, part of the Northeast quarter described as follows: From a stone at the Southwest corner of the said Northeast quarter, run East along the South line of the said Northeast quarter 540 feet, more or less, to the center of the Old U.S. Highway 54; thence along the said Old U.S. Highway No. 54, North 19 degrees 30 minutes West 553 feet; thence North 01 degree 15 minutes East 83.7 feet, more or less, to the Northwest corner of a tract of land heretofore conveyed to Claude Lanning and Viola Lanning by Warranty Deed dated June 19, 1944, for point of beginning; thence North 07 degrees 55 minutes East 437 feet, more or less, to the Southeast corner of a tract of land heretofore conveyed to William P. Jones by Warranty Deed dated April 13, 1937; thence North 09 degrees 40 minutes East along the Easterly line of the said William P. Jones tract of land 355 feet, more or less, to the Southwest corner of a tract of land heretofore conveyed to Ben L. Dalzell and Margie L. Dalzell by Warranty Deed dated June 19, 1944; thence East along the South line of the said Ben L. Dalzell and Margie L. Dalzell 480 feet, more or less, to the center of a small cove of the Lake of the Ozarks; thence North 71 degrees 00 minutes East down said cove and along the Southerly line described in Warranty Deed to the said Ben L. Dalzell and Margie L. Dalzell 1350 feet, more or less, to the original left bank of the Grand Glaize River; thence upstream along the said East line 700 feet, more or less, to the Northeast corner of a tract of land heretofore described in Warranty Deed dated April 11, 1936 to the W. D. Jeffries; thence West along the North line described in Warranty Deed to the said W. D. Jeffries, 1320 feet, more or less, to the West line of the Southeast quarter of the Northeast quarter of said Section 11; thence South along said West line 69 feet, more or less, to the Northeast corner of a tract of land described in Warranty Deed to the said Claude Lanning and Viola Lanning; thence West along the North line described in Warranty Deed to said Claude Lanning and Viola Lanning 926 feet, more or less, to the point of beginning, except all that part lying in the Lake of the Ozarks and beyond its ordinary shoreline.

ALSO EXCEPTING THEREFROM all of Lakewood Condominium, a resubdivision of part of Tract A of GOODIN'S SUBDIVISION as shown by the plat recorded in Plat Book 20, page 11 in the Office of the Recorder of Deeds, Camden County, Missouri.

FURTHER EXCEPTING THEREFROM all of Lakewood Resort Condominium, Phase II and Lakewood Resort Condominium, Phase II, First Addition, as shown by the plat recorded in Plat Book 45, at page 2 and Plat Book 53, at page 44, Records of Camden County, Missouri.

FURTHER EXCEPTING THEREFROM a part of Tract D of said GOODIN'S SUBDIVISION, described as the Northerly 100 feet of said Tract D bounded on the West by the Westerly line of said Tract D, bounded on the North by the Northerly line of said Tract D, bounded on the South by a line 100 feet South of and parallel with the Northerly line of said Tract D and bounded on the East by the Lake of the Ozarks and the real estate previously owned by Roy Garrett, which property of Roy Garrett is described in a deed dated October 9, 1978 and filed for record in Book 210, page 232 in the Camden County Recorder's Office.

FURTHER EXCEPTING THEREFROM the following described tract of land:

All that part of Tract "A" in GOODIN'S SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat on file and of record in the office of the Recorder of Deeds of Camden County, Missouri, described as follows: From the Southwest corner of said Tract "A" at the center of the county road, run along the centerline of said county road, North 7 degrees 55 minutes East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road, North 50 degrees 50 minutes East 145 feet; thence North 78 degrees 40 minutes East 128.8 feet for the point of beginning; thence leaving said road, South 10 degrees 20 minutes East 227.5 feet; thence South 39 degrees 30 minutes East 97 feet; thence North 18 degrees 30 minutes East 31.3 feet; thence North 83 degrees 56 minutes East 92.3 feet; thence North 17 degrees 40 minutes West 166.5 feet to the centerline of said road; thence along said centerline North 53 degrees 40 minutes West 165 feet; thence South 78 degrees 40 minutes West 11.2 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County Records and being a part of a tract as described in Book 575, page 173, Camden County Records, Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning, SAVE AND EXCEPT THEREFROM: an easement, said easement being 25.0 ft. wide lying Westerly of and parallel to the Easterly line of a tract of land as described in Book 575, page 173, Camden County Records, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline N07°52'08"E, 215.14 ft (N07°55'E, 215.0 ft. deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence N50°50'E, 145.0 ft.; thence N78°40'E, 128.80 ft., to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line S10°23'39"E, 135.56 ft., to the true point of beginning of said easement; thence continuing S10°23'39"E, 90.80 ft., to an iron pin; thence S38°57'50"E, 73.45 ft.(S39°30'E, 97.0 ft. deed), to an iron pin at the 662 contour of the Lake of the Ozarks and the end.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A parcel of land lying in Tract C of said Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows: From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the place of beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the place of beginning.

SAVE AND EXCEPTING that part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South

67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

ALSO granting to second party a ten (10) foot wide maintenance and repair easement for the purposes of maintaining such retaining wall and the parking lights and poles lying immediately North and adjacent to the retaining wall which forms the North boundary of such property. Such easement expressly conditioned on second party repairing and replacing any damage done with such easement; the above Tract 2 containing all or parts of Lots 1 through 18, inclusive and all or parts of Tracts "B", "C" and "D", Goodin's Subdivision, a subdivision of land in Camden County, Missouri.

SAVE AND EXCEPT:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning; thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet, thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East

26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West, 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West, 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning.

Tract C (The Remainder Parcels):

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest Quarter of the Northeast Quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter run East along the South line of the said Southwest Quarter of the Northeast Quarter 540 feet more or less to the centerline of the present road for Point of Beginning; thence continue East along the said South line 750 feet more or less, to the Southeast corner of the Southwest Quarter of the Northeast Quarter, said Southeast corner being the Southwesterly corner of a tract of land heretofore conveyed to W. D. Jeffries by Warranty Deed dated April 11, 1936 thence North along the East line of the said Southwest Quarter of the Northeast Quarter and following the West line of the said W. D. Jeffries tract of land 586 feet; thence west parallel to the South line of the said Southwest Quarter of the Northeast Quarter 926 feet, more or less, to the centerline of the present road; thence South 01 degree 15 minutes West 83.7 feet; thence South 19 degrees 30 minutes East 533 feet more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi, and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri

SAVE AND EXCEPT THE FOLLOWING FOUR PARCELS OF LAND:

Exception Parcel 1:

All that part of the following described property which lies above contour elevation 662 feet: Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of the said Southwest Quarter of the Northeast Quarter 540.0 feet, more or less, to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less, to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet.

Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word contour is recited in connection with said elevation, reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 2:

All that part of the following described property which lies above contour elevation 662 feet.

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of said Southwest Quarter of the Northeast Quarter, 540 feet, more or less, to the centerline of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric and Development Company; thence East along the South line described in the deed to the said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less to the point of beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet. Such elevations so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi; and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary, Project 459, Missouri.

Exception Parcel 3:

That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From the Southwest corner of the Southwest Quarter of the Northeast Quarter Section 11, run East along South line of said Southwest quarter Northeast Quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline, North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the

right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline, North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South Line of the Southwest Quarter of the Northeast Quarter; thence along said South line of the Southwest Quarter of the Northeast Quarter of Section 11, West 569.0 feet to the Place of Beginning.

The Northeasterly and Easterly courses of the foregoing description are intended to be the 662 foot contour elevation;

There is recited in the description of the land above the words and figures "Contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with elevation reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 4:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

Beginning at the Southwest corner of said quarter quarter Section; thence East along the South line of said quarter quarter Section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the southerly edge of a well defined private roadway for the Point of Beginning of the parcel to be conveyed, thence continue South 96 feet more or less to the center of a 20 foot road; thence in a Southwesterly direction along the center of said road to a point on the westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter Section which is 540 feet East from the Southwest corner of said quarter quarter Section; thence North 19 degrees 30 minutes West a distance of 336 feet to the southerly edge of the aforesaid well defined private roadway; thence in an easterly direction along the southerly edge of said roadway to the Point of Beginning.

SAVE AND EXCEPT any portion thereof included in Warranty Deed filed for record at Book 850, page 237, Camden County Recorder's Office.

**EXHIBIT B
DISTRICT BOUNDARY MAP**



 = Community Improvement District

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 2, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purposes of the City Code for various as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #23-77

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 Citizens Advisory Committee was asked by the Mayor to review the Peddler and Solicitors Chapter. Specifically, the portion that might pertain to food trucks.

City Attorney Comments:

Per City Code 110.230, Bill 23-77 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 610.030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABLE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

MOBILE FOOD ESTABLISHMENT

A an operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or
2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.
3. A "peddler" does not include a person who distributes handbills or flyers ~~for a commercial purpose,~~ advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".
4. A "peddler" does not include a Mobile Food Establishment.

SOLICITOR

One who either:

- ~~1. Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
- ~~2. A **makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose.** for the primary purpose of:~~
 - ~~a. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or~~
 - ~~b. Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For Canvassers.

No person shall act as a peddler, ~~or as a solicitor,~~ **or mobile food establishment** within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

Section 610.040 Fee.

- A. The fee for the issuance of each identification card shall be as follows:
 1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
 2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** ~~otherwise licensed to do business within the City,~~ a five hundred dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
 3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
 4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises —~~ no fee.
 5. **For a mobile food establishment:** ~~For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization —~~ no fee.
 - a. Ten dollars (\$10.00) for a single-day event;**
 - b. Twenty dollars (\$20.00) for five consecutive days or less;**
 - c. One hundred dollars (\$100.00) for six calendar months or less.**

6. For a canvasser requesting an identification card — no fee.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.**
2. Number of identification cards.
3. The name, physical description and photograph of each person for which a card is requested. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.
4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each person for whom a card is requested.
6. A brief description of the proposed activity related to this identification card. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each person for whom a card is requested for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each person for whom a card is requested.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.

- c. The location where books and records are kept of sales which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.
- d. Written permission from the property owner where the proposed activity is to take place.
- e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. **If a card is requested for a mobile food establishment:**

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the property owner(s) where the establishment intends to operate. If additional locations are added after issuance of the identification card, such written permissions must be provided to the City Clerk before the mobile food establishment may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card.

- A. The identification card(s) shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
 - 1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 - 2. With respect to a particular card, the individual for whom a card is requested has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect; **or**
 - 4. Additional time is required to verify or otherwise inspect the application.

Section 610.170 Additional Requirements for Mobile Food Establishments.

Any person operating a mobile food establishment:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.
2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
3. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
4. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
5. Shall not fail to provide means for the mobile food establishment and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the mobile food establishment, or to otherwise violate Section **215.060** of this Code.
6. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
7. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).

Upon the violation of any of the terms of this Article, any identification card may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the identification card of any mobile food establishment when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any mobile food establishment may at any time make application for the reinstatement of the identification card. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the identification card shall be reissued unless it has been revoked under this section.

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Section 2. Severability

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

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

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

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

READ FIRST TIME: October 19, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.77 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.23.77.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Bill 23-78 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. to do the Sands Gravity Sewer Main Replacement project for a not to exceed amount of \$383,265.00. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #23-78

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get this project started asap.

Budgeted Item:

No - Pending FY2024 Budget - Sewer Fund

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements -
Pending 2024 Budget S

Department Comments and Recommendation:

The bids for this project were opened in late October. The City received three bids and Stockman Construction was the low bid with a bid of \$383,265.00. The bid tab and Stockman bid form are attached for your review.

Obviously, we would like to get this project started as soon as possible. Lead time on the pipe and fittings is reasonable at around 4 weeks. The contractor can get us on their schedule in early January. This project is a partial carry over from 2023, but this work will be completed in 2024. A budget amount of \$485,000 was included in the 2024 budget package. That number can now be updated with a new not to exceed amount plus inspection costs. We have a lot of experience with Stockman construction. Most recently they completed the Park Drainage improvement project for us early in 2023.

We feel very comfortable using them for this project.

I do recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-78 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 23.78

ORDINANCE NO. 23.78

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STOCKMAN CONSTRUCTION, LLC FOR THE SANDS GRAVITY SEWER MAIN REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$383,265.00

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Three Hundred Eighty-Three Thousand, Two Hundred Sixty-Five Dollars. (\$383,265.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.78 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. 23.78.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

Sands Gravity Main Replacement

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

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

Sands Gravity Sewer Main Replacement

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid tab

Sands Gravity Main Replacement

Item	Description	Unit	Quantity	Engineer's Estimate		First Choice		Stockman		Travis Hodge	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 80,000.00	\$ 80,000.00		\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 180,000.00	\$ 180,000.00
2	Clearing and Grubbing	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Removal of Existing Gravity Sewer Main	LF	143	\$ 150.00	\$ 21,450.00		\$ 12,000.00	\$ 30.00	\$ 4,290.00	\$ 150.00	\$ 21,450.00
4	Removal of Manhole "F"	LS	1	\$ 9,000.00	\$ 9,000.00		\$ 2,500.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00
5	48-inch dia. Sanitary Sewer Manhole (Manhole #1, #3 & #4)	EA	3	\$ 8,500.00	\$ 25,500.00		\$ 9,000.00	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00	\$ 54,000.00
6	16-inch dia. C900 SDR 25 PVC Gravity Sewer Main	LF	334	\$ 350.00	\$ 116,900.00		\$ 25,000.00	\$ 210.00	\$ 70,140.00	\$ 500.00	\$ 167,000.00
7	18-inch dia. C900 SDR 25 PVC Gravity Sewer Main	LF	68	\$ 350.00	\$ 23,800.00		\$ 7,000.00	\$ 235.00	\$ 15,980.00	\$ 500.00	\$ 34,000.00
8	18-inch dia. Gate Valve	EA	1	\$ 5,000.00	\$ 5,000.00		\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00
9	Rock Excavation	CY	100	\$ 250.00	\$ 25,000.00		\$ 5,000.00	\$ 150.00	\$ 15,000.00	\$ 100.00	\$ 10,000.00
10	16-inch dia. DR 25 C900 PVC Force Main	LF	75	\$ 350.00	\$ 26,250.00		\$ 4,176.00	\$ 190.00	\$ 14,250.00	\$ 500.00	\$ 37,500.00
11	16-inch dia. 45-degree M.J. Bend	EA	1	\$ 2,000.00	\$ 2,000.00		\$ 1,080.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00
12	16-inch dia. 11 1/4-degree M.J. Bend	EA	1	\$ 2,000.00	\$ 2,000.00		\$ 977.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
13	16-inch dia. Repair Sleeve	EA	2	\$ 3,000.00	\$ 6,000.00		\$ 2,002.00	\$ 2,200.00	\$ 4,400.00	\$ 2,500.00	\$ 5,000.00
14	Removal of Manhole "G"	LS	1	\$ 10,000.00	\$ 10,000.00		\$ 2,500.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00
15	48-inch dia. Sanitary Sewer Manhole (Manhole #2)	EA	1	\$ 12,500.00	\$ 12,500.00		\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
16	Compacted Granular Backfill	Ton	155	\$ 50.00	\$ 7,750.00		\$ 13,000.00	\$ 25.00	\$ 3,875.00	\$ 40.00	\$ 6,200.00
17	Asphalt Pavement Repair	SY	215	\$ 55.00	\$ 11,825.00		\$ 25,000.00	\$ 165.00	\$ 35,475.00	\$ 90.00	\$ 19,350.00
18	Removal of Temporary Gravity Sewer Pipe	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
19	Abandonment of Manhole "A"	LS	1	\$ 7,500.00	\$ 7,500.00		\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
20	Existing Manhole Abandonment (Manhole B, C, D & E)	EA	4	\$ 5,000.00	\$ 20,000.00		\$ 3,400.00	\$ 1,350.00	\$ 5,400.00	\$ 2,000.00	\$ 8,000.00
21	Low Strength Flowable Fill	LF	395	\$ 55.00	\$ 21,725.00		\$ 13,000.00	\$ 20.00	\$ 7,900.00	\$ 20.00	\$ 7,900.00
22	Chain Link Fence Repair	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
23	Concrete Curb & Gutter	LF	27	\$ 55.00	\$ 1,485.00		\$ 20,000.00	\$ 65.00	\$ 1,755.00	\$ 120.00	\$ 3,240.00
24	Finish Grading and Seeding	AC	0.2	\$ 15,000.00	\$ 3,000.00		\$ 500.00	\$ 15,000.00	\$ 3,000.00	\$ 25,000.00	\$ 5,000.00
25	Force Account	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$ 474,685.00		\$ 219,135.00		\$ 383,265.00		\$ 660,640.00

Sands Gravity Sewer Main Replacement

BID FORM

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

Gentlemen:

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

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

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

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

No. <u>1</u>	Dated <u>10-16-2023</u>
No. _____	Dated _____

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

(See Next Page for Bid Form)

Sands Gravity Sewer Main Replacement

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	100 000.-	100 000.-
2	Clearing and Grubbing	LS	1	10 000.-	10 000.-
3	Removal of Existing Gravity Sewer Main	LF	143	30.-	4290.-
4	Removal of Manhole "F"	LS	1	1300.-	1300.-
5	48-inch dia. Sanitary Sewer Manhole (Manhole #1, #3 & #4)	EA	3	6000.-	18 000.-
6	16-inch dia. C900 SDR 25 PVC Gravity Sewer Main	LF	334	210.-	70 140.-
7	18-inch dia. C900 SDR 25 PVC Gravity Sewer Main	LF	68	235.-	15 980.-
8	18-inch dia. Gate Valve	EA	1	2500.-	2500.-
9	Rock Excavation	CY	100	150.-	15 000.-
10	16-inch dia. DR 25 C900 PVC Force Main	LF	75	190.-	14 250.-
11	16-inch dia. 45-degree M.J. Bend	EA	1	2200.-	2200.-
12	16-inch dia. 11 1/4-degree M.J. Bend	EA	1	2500.-	2500.-
13	16-inch dia. Repair Sleeve	EA	2	2200.-	4400.-
14	Removal of Manhole "G"	LS	1	1300.-	1300.-
15	48-inch dia. Sanitary Sewer Manhole (Manhole #2)	EA	1	10 000.-	10 000.-
16	Compacted Granular Backfill	Ton	155	25.-	3 875.-
17	Asphalt Pavement Repair	SY	215	165.-	35 475.-
18	Removal of Temporary Gravity Sewer Pipe	LS	1	10 000.-	10 000.-
19	Abandonment of Manhole "A"	LS	1	1500.-	1500.-
20	Existing Manhole Abandonment (Manhole B, C, D & E)	EA	4	1350.-	5400.-
21	Low Strength Flowable Fill	LF	395	20.-	7900.-
22	Chain Link Fence Repair	LS	1	5000.-	5000.-
23	Concrete Curb & Gutter	LF	27	65.-	1755.-
24	Finish Grading and Seeding	AC	0.20	15000.-	3000.-
25	Force Account	LS	1	\$15,000.00	15 000.-
Total Base Bid:					383,265.-

TOTAL BID IN WRITING: three hundred eighty three thousand two hundred sixty five, ⁰⁰

Sands Gravity Sewer Main Replacement

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

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

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

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

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

Dated at 8:00 AM this 19 day of October, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable 00946

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No.

Sands Gravity Sewer Main Replacement

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

IF A CORPORATION:

Name of Corporation

By

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder:

STOCKMAN CONST. CORP.

2021 IDLEWOOD RD.

JEFFERSON CITY, MO 65109

Telephone No.

573-635-1316

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

MO

Name and Address of its: President

Denise M. Burks

6722 Kolb Ln Jefferson City MO 65101

Secretary

Darrell A Kolb

6616 Kolb Ln Jefferson City MO 65101

Sands Gravity Sewer Main Replacement

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

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

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

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

- b. List of equipment available for this job.

Trackhoe
Skid Steer
Vac Truck
Tandem Dump Truck

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

<u>(Name)</u>	<u>(Type of Work)</u>
Stockman Construction Corp.	Sewer Imp.
Capital Paving	Asphalt

This report is an integral part of the proposal.

Dated 10-19, 2023
By Dennis M. Brown
Title President

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount; changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First Reading*

Requested Action:

First Reading of Bill #23-79

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:

2023 has been an unprecedented year for new construction in Osage Beach. It is also the first full year that we have relied on Cochran Engineering to do the majority of our plan review and inspection services related to private construction. Additionally, the City has put a renewed emphasis on erosion control inspections in 2023. So far in 2023, Cochran engineering has provided plan review and inspection services for 27 private construction projects in and around Osage Beach. Over the course of the year, this has included hundreds of site visits, inspection reports, and the review of multiple updates to plans for many of these ongoing projects. This surge in plan review and inspection forced Cochran Engineering to hire additional staff just to keep up. For much of the summer, Cochran had 3 different inspectors working just to keep up with the workload we asked them to handle.

We will exceed the 600,000 limit put in place by Ordinance 22-96 last December. I recommend adding an additional \$175,000 to get us through the end of the year. This change was accounted for in the 2023 Forecast that was provided in your 2024 budget packet.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-79 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING A CHANGE TO THE NOT TO EXCEED AMOUNT OF \$600,000 TO \$775,000 FOR FY2023 UNDER THE EXISTING CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, PROFESSIONAL SERVICE AGREEMENT

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

Section 1. The Board of Aldermen authorizes a new not to exceed amount of Seven Hundred and Seventy-Five Thousand Dollars (\$775,000.00) for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering to provide professional services, under substantially the same or similar terms and conditions as set forth in the contract previously approved in Ordinance 19.75.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No.23.79 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. 23.79.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, and Section 125.240.A. Other Employee Benefits: Insurance. *First Reading*

Requested Action:

First Reading of Bill #23-80

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:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-80 is in correct form.

City Administrator Comments:

The following summary of changes for the Board of Aldermen to consider are proposed benefit changes, effect January 1, 2024. Moreover, benefits applied to Section 110.290 will be active in City Code January 1, 2024, but applicable to the Mayor/Board members

as member terms up for election are re-elected/elected in April Municipal elections 2024 and 2025 respectively.

Section 110.290 Mayor and Board of Aldermen - Benefits - These changes were requested by the Mayor and discussed at the Mayor and Board of Aldermen strategic planning session a few months ago. This increases the Mayor and Board of Aldermen's annual pay by 2 times and includes the Mayor and Board of Aldermen in the health, dental, and vision benefits as offered to all full-time employees as applicable by law, and as they become qualified by law. If approved, these changes will go into effect for the Mayor and Board of Aldermen respective members as each term is renewed following the municipal elections. For example, those current terms up for re-election in April 2024, benefit changes will apply post-election of those said positions. Those current terms up for re-election in April 2025, benefit changes will apply post-election of those said positions.

Section 125.030.A.2 - General Provisions: Non-Covered Parties - This is a clean up of what rules under Chapter 125 Appointed Officials are covered. Unless otherwise stated, certain sections of Chapter 125 do not apply to Appointed Officials due to their outlined appointments (hired vs. appointed), as stated in other sections of City Code. In reviewing the chapter, a few sections as originally stated the Appointed Officials were excluded, I found should be included in the best interest of the City. For example, closing identifying personnel records, background checks for employment, attendance and leaves, and defense and indemnification should apply to all, whether hired or appointed by the Mayor and/or Board.

Section 125.030.K.6. General Provisions: Nepotism - This is an added clarification from City Attorney.

Section 125.120.B. Attendance and Leaves: Annual Vacation Leave - Proposed benefit enhancement to the vacation leave accruals. Increasing these benefits could increase the cost of future payments upon employment separation. However, the City's vacation leave policies lag behind other organizations, both public and private, and enhancements will improve recruitment and retention. City wide, as of current employee count and years of service, this equates to less than 18% increase in total vacation accruals annually, roughly less than 40 weeks increase annually overall.

Section 125.120.E. Occupational Leaves: Holidays - Proposed benefit enhancements to City observed holidays. Our holiday benefits also lag with other organizations. A comparison is enclosed. Increasing our observed holidays has minimal cost impact on the FY2024 operating budget, approximately \$67,000 increase overall. The cost impact is affected by how holiday pay is paid out. Non-shift workers receive normal compensation (8 Hours) for the holidays when the public offices are closed. For Shift workers, the law enforcement patrol officers, dispatch employees, and ambulance employees receive 12 hours per holiday and airport employees receive 8 or 10 hours per holiday depending on airport hours, and those employees receive a lump-sum payment at the end of the year for stated holidays whether they are worked or not by

the shift workers. Shift workers may choose to use from their 'holiday bank' throughout the year, but more often than not the lump sum is paid out. We currently observe a minimum of 11 holidays, with 1 situational holiday when any Friday following a Thursday observed holiday occurs, the Friday is observed as well. Bill 23-80 requests to increase that to a minimum of 15 holidays, with 2 situational holidays. This request follows the State of Missouri and Camden County's observed holidays with a couple of exceptions.

Section 125.240 Other Employee Benefits - This is a request to discontinue the retirement benefit option to remain on the City's health insurance program at the expense of the retiree. This is removing a benefit that has not been used by any retirees in over a decade and the cost for actuarial services the City incurs to value Postretirement Health Insurance per GASB 75 outweighs said benefit offered. Governmental Accounting Standards Board (GASB) requires us to record a proportionate share of our net OPEB (Other Post-Employment Benefits) liability on our balance sheet and the actuarial service by third party is a cost necessary for that reporting relating to this benefit. Due to the insurance environment and the fact that COBRA coverage is mandated by law, it is unlikely to be cost beneficial for retirees to utilize said benefit as currently offered in the future, hence the lack of use to date.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 110.290 MAYOR AND BOARD OF ALDERMEN-BENEFITS; SECTION 125.030 - A.2. GENERAL PROVISIONS: NON-COVERED PARTIES; SECTION 125.030 - K.6 GENERAL PROVISIONS: NEPOTISM; SECTION 125.120 - B. ATTENDANCE AND LEAVES: ANNUAL VACATION LEAVE; SECTION 125.120 - E.9. ATTENDANCE AND LEAVES: OCCUPATIONAL LEAVES: HOLIDAYS, AND SECTION 125.240.A. OTHER EMPLOYEE BENEFITS – INSURANCE

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

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

Section 2. Section 110.290 **Mayor and Board of Aldermen — Benefits.**

The Mayor and Board of Aldermen shall receive retirement benefits, **health, dental, and vision benefits**, and 125 Medical Reimbursement, **in the same manner as offered to full-time employees as applicable by law**, as they become qualified under the law.

The Mayor shall receive compensation in the amount of ~~five thousand dollars (\$5,000.00)~~ **Ten Thousand Dollars (\$10,000)** per year plus one hundred dollars (\$100.00) per meeting. Board of Aldermen members shall receive compensation in the amount of ~~two thousand four hundred dollars (\$2,400.00)~~ **Four Thousand Eight Hundred Dollars (\$4,800)** per year plus seventy-five dollars (\$75.00) per meeting.

Section 3. Section 125.030 **General Provisions.**

A. Non-Covered Parties.

1. Volunteers, elected officials, police reserves, contractual, intermittent, seasonal, temporary, and PRN employees are not covered by these rules unless specifically included.
2. Appointed officials are not covered by these rules except as ~~they are covered under the following sections:~~ Sections ~~125.020, 125.030, 125.035, 125.050, 125.200 and 125.210 through 125.240.~~ The Board may provide additional benefits to appointed officials **upon Board action.**
 - a. **125.010 Adopted – Purpose – Departmental Regulations.**
 - b. **125.015 Actions of Board – Copies of Rules and Regulations.**
 - c. **125.020 Definitions.**
 - d. **125.025 Policy Closing All Individually Identifiable Personnel Records.**
 - e. **125.030 General Procedures.**
 - f. **125.035 Reporting and disposition of Criminal Charges.**
 - g. **125.050 Pay and Compensation.**
 - h. **125.060 Criminal Background Checks For City Employment.**
 - i. **125.120 Attendance and Leaves.**
 - j. **125.200 Employee Health and Safety.**
 - k. **125.210 Harassment.**

- l. 125.220 Alcohol, Drug, and Controlled Substance Abuse.
- m. 125.230 Supplemental Policies.
- n. 125.240 Other employee Benefits.
- o. 125.250 Defense and Indemnification.

K. Nepotism. In addition to any restrictions or prohibitions placed upon the employment of relatives by the Missouri Constitution, the following guidelines are set in place:

1. Persons related to an elected official of the City shall not be employed by the City during the tenure of said elected official unless the employment precedes the election.
2. Persons related to an appointed official or any member of the management team, as defined within Chapter 125, shall not be employed by the City in any department during the tenure of said appointed official or management team member. This Section shall not apply to persons employed by the City in their positions as of August 15, 2014.
3. Persons related to each other shall not be employed by the City in the same department. This shall apply to all City employees. For purposes of this Section, employees working within the departments of Law Enforcement, 911 Center, and Ambulance shall be considered as working within one (1) department and employees working within the Public Works Department, all employees under the direction of the Public Works Director, shall be considered as working within one (1) department.
4. For purposes of determining the applicability of this Section to candidates for employment by the City, the term "related" shall be defined to include any relationship by blood or marriage within the fourth degree.
5. Every employee shall promptly disclose to the City Administrator any relationship covered under this Section. The failure of any employee to make this disclosure in a prompt and timely manner shall be a violation of Sections **125.150(B)(1)** and **(16)** of this Code and will be subject to discipline under this Code.
6. In the event that the City Administrator considers a waiver of any of these rules under Section **125.030(K)** concerning nepotism to be in the best interest of the City, the City Administrator shall refer the matter to the Board of Aldermen for its consideration in a closed session of the Board after proper notice pursuant to Section 610.021.3, RSMo. **The Board of Aldermen may vote to grant a waiver of these rules under Section 125.030 (K) if it is in the best interest of the City and does not violate Article VII, Section 6 of the Missouri Constitution and any other constitutional provisions, statute, or ordinance.**

L. Gender. When any subject matter, party or person is described or referred to by words imparting the masculine or feminine, the other sex shall be deemed included.

M. Secondary Employment. In order to ensure the integrity of public service, to reduce conflicts of interest, reduce risks to the City and public health and safety, and to ensure proper and efficient use of public resources, the City finds it necessary to govern all secondary employment. Denial of secondary employment may be appealed under Section **125.170**. Refer to Secondary Employment Policy dated 08/03/2017.

Section 4.**Section 125.120 Attendance and Leaves.**

- A. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Administrator in the form and on dates specified. Employees that are absent after exhausting all leave balances will be subject to disciplinary action up to and including termination. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours may be grounds for immediate discharge.
- B. Annual Vacation Leave. The purpose of annual vacation leave is to enable each eligible employee to return to his/her work mentally refreshed. All full-time employees in the classified service shall be granted annual vacation leave with pay. Probationary employees who have served less than one (1) year in the service of the City may not take vacation leave; however, vacation credits for the time so served shall be granted to each probationary employee who receives full-time employment.

1. Full-time employees shall receive vacation credits at the following rates:

Years of Service	Vacation Earned
0 – Beginning of Full-time Employment	1 x Standard Workweek, Excluding Overtime
1 Year	1 x Standard Workweek, Excluding Overtime
2 Years – 4 Years	2 x Standard Workweek, Excluding Overtime
5 Years – 9 Years	3 x Standard Workweek, Excluding Overtime
10 Years – 14 Years	4 x Standard Workweek, Excluding Overtime
15 Years +	5 x Standard Workweek, Excluding Overtime

- a. ~~Full-time employees with more than one (1) year of continuous service shall receive one (1) times the number of hours in a standard workweek, excluding overtime.~~
- b. ~~Full-time employees who have between two (2) years of continuous service and eight (8) years of continuous service shall receive two (2) times the number of hours in a standard workweek, excluding overtime.~~
- c. ~~Full-time employees who have more than eight (8) years of continuous service and up to fourteen (14) years of continuous service shall receive three (3) times the number of hours in a standard workweek, excluding overtime.~~
- d. ~~Full-time employees with more than fourteen (14) years of continuous service shall receive four (4) times the number of hours in a standard workweek, excluding overtime.~~

2. Vacation is granted at the end of each year of service, ~~excluding vacation time credited at the time of hire to be used within the first year of full-time service.~~ Therefore, For example, vacation ~~earned awarded~~ for the first (1) year of service, 1 x Standard Workweek, Excluding Overtime, ~~not belong belongs to the employee and available on their first (1) year of service date to the employee until the end of the year, on the first day of the second year.~~ The employee will be credited with appropriate hours of vacation after each year of uninterrupted service ~~as outlined hereinabove.~~ The vacation leave granted for the previous year must be used prior to the end of the year when it is granted or the employee forfeits all rights to use or ownership. Also, see subparagraphs (3) and (4) below.
3. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department manager with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his/her annual vacation in a particular service year, such vacation shall be taken during the following service year. Length of service shall be used to resolve conflicts over vacation period between employees of the same class. Also, see Subsection (A) hereinabove and subparagraph (4) herein below.
4. No employee may accrue more vacation leave than could be earned in twelve (12) months of service without written permission of the department manager and the City Administrator. If employee is hospitalized while on vacation, those days will be charged to ~~available~~ personal leave with approval of the City Administrator or department manager.
5. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave; and the vacation leave shall be extended or credited accordingly.
6. Employees who have satisfactorily completed probation ~~and completed at least one (1) year of service,~~ and who terminate employment shall be paid in a lump sum for all granted vacation leave earned, but not used or forfeited, prior to the effective date of termination.
7. Employees with ~~fourteen (14)~~ **Ten (10)** or more years of continuous service may, at their option, ~~exchange request to be paid-out up to one (1) week of available vacation balance at employee's current hourly/salary rate for up to one (1) week's wage/salary in lieu of using said available vacation credit.~~ Requests shall be made in writing to the HR Generalist, and approved by employee's department manager, at least two (2) weeks prior to desired payroll date for pay-out.

E. Occupational Leaves.

9. Holidays.

- a. The holidays to be observed by full-time employees except shift workers are:

- (1) New Year's Day.

- (2) Dr. Martin Luther King, Jr. birthday.

- (3) Lincoln's Birthday.**

- ~~(3)~~**(4)** Presidents' Day.

- (5) Truman Day.**

- ~~(4)~~**(6)** Memorial Day.

(7) Juneteenth.

~~(5)~~(8) Independence Day.

~~(6)~~(9) Labor Day.

(10) Columbus Day.

~~(7)~~(11) Veterans Day.

~~(8)~~(12) Thanksgiving Day.

~~(9)~~(13) Friday after Thanksgiving.

~~(10)~~(14) Christmas Eve.

~~(11)~~(15) Christmas Day.

(16) Any Monday immediately preceding a City holiday which falls on a Tuesday.

~~(12)~~(17) Any Friday immediately following a City holiday which falls on Thursday.

- b. All full-time employees of the City shall receive normal compensation for the legal holidays listed above and any other days or part of a day during which the public offices of the City shall be closed. All full-time employees shall receive eight (8) hours holiday pay except ambulance personnel, 911 dispatchers, and law enforcement patrol officers will receive twelve (12) hours, and airport employees will receive eight (8) or ten (10) hours depending on the airport **workweek** hours. Probationary employees shall be considered for purposes of this Section to be full-time employees.
- c. It shall be the policy of the City to ensure that all full-time employees enjoy the same number of holidays each year. The standard shall be the number of holidays in a particular year which will be celebrated by employees when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In such years when Christmas Day falls on a Saturday, affecting the observance of the Christmas Eve holiday, the preceding Thursday and Friday shall be observed as the Christmas Eve and Christmas Day holidays respectively. In such years when Christmas Eve falls on a Sunday affecting the observance of the Christmas Day holiday, the ~~preceding Friday~~ **following Monday and Tuesday** shall be observed as the Christmas Eve holiday, ~~and the following Monday shall be observed as the~~ **and** Christmas Day holidays **respectively**.
- d. Any regular employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall:
 - (1) Receive a day off at his/her regular pay rate in lieu of the holiday missed; or
 - (2) At the option of the City he/she may be compensated at the City's approved overtime rate for his/her service on the regularly scheduled holiday. The recommendation for payment must be recommended for approval by his/her ~~appointed official~~ **department manager** and approved by the City Administrator.
- e. Shift Workers. Due to difficulty in scheduling, shift workers shall receive the same number of paid hours, credited as special leave, as other City employees receive in holiday hours. The hours of special holiday leave will be credited to each employee's holiday leave bank after

each holiday is observed. No shift worker may carry over more than twenty-four (24) hours of holiday leave from one (1) calendar year to the next; requests for carryover must be in writing. All hours of holiday leave not used or carried over shall be paid for on a special paycheck in December of each year. Upon separation, any accumulated or approved carryover holiday leave hours shall be paid to the employee.

Section 5. **Section 125.240 Other Employee Benefits.**

A. Insurance.

1. The City provides the following insurance benefits to full-time employees without cost: health, short-term disability, and group life. Health, dental, and life insurance coverage for dependents of full-time employees is optional to the employee. The City will provide a portion of the cost of dependent coverage. Dental and vision insurance coverage is offered to employees and dependents.
2. Full-time employees who can provide proof of coverage from another health insurance program may opt out of participating in the City's health insurance program. The City will provide an incentive in the amount of forty percent (40%) of the cost of single coverage to employees who qualify for the opt-out program. Payments shall be spread evenly over the pay periods in a calendar year. If an employee is no longer an employee of the City, payments cease and the employee has no right to any amounts not paid in the calendar year.
- ~~3. Full-time employees who retire due to age or disability and have completed ten (10) years of employment with the City may make arrangements to continue their coverage under the City's health insurance program at their own expense by providing a thirty (30) day notice to the Human Resources Generalist.~~

B. Cafeteria Plan. Employees may take advantage of reducing their taxable income through utilization of the cafeteria plan. Additional supplemental insurance policies, such as cancer, accident, and intensive care are available and premium amounts for these and dependent medical are deducted from gross income prior to income tax deductions.

C. Retirement Plans.

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account. The City will provide up to an additional one-percent-match contribution of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account upon the employee's contribution of up to one percent (1%), which may be in one-half-percent increments. There is a five-year vesting period. Employees should contact the Human Resources Generalist for detailed information.
2. *Deferred compensation.* All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

Section 6. After passage by the Board of Aldermen ***Section 2 Section 110.290 Mayor and Board of Aldermen — Benefits*** of this Ordinance will be in full force full force and effect as each term is renewed following the municipal elections.

Section 7. After passage by the Board of Aldermen and approval of the Mayor, Sections 3 thru 5 of this Ordinance shall be in full force and effect on January 1, 2024.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.80 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.23.80

Michael Harmison Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach, Missouri

City Code Proposed Changes November 2023 | To Be Effective January 1,
2024

Title I Government Code - Chapter 110
Mayor and Board of Aldermen

Section 110.290 **Mayor and Board of Aldermen — Benefits.**

The Mayor and Board of Aldermen shall receive retirement benefits, **health, dental, and vision benefits**, and 125 Medical Reimbursement, **in the same manner as offered to full-time employees as applicable by law**, as they become qualified under the law.

The Mayor shall receive compensation in the amount of ~~five thousand dollars (\$5,000.00)~~ **Ten Thousand Dollars (\$10,000)** per year plus one hundred dollars (\$100.00) per meeting. Board of Aldermen members shall receive compensation in the amount of ~~two thousand four hundred dollars (\$2,400.00)~~ **Four Thousand Eight Hundred Dollars (\$4,800)** per year plus seventy-five dollars (\$75.00) per meeting.

City of Osage Beach, Missouri

City Code Proposed Changes November 2023 | To Be Effective January 1, 2024

Title I Government Code - Chapter 125 **Human Resources System (Personnel) Rules and Regulations**

Section 125.030 **General Provisions.**

A. Non-Covered Parties.

1. Volunteers, elected officials, police reserves, contractual, intermittent, seasonal, temporary, and PRN employees are not covered by these rules unless specifically included.
2. Appointed officials are not covered by these rules except as they are covered under **the following sections: Sections 125.020, 125.030, 125.035, 125.050, 125.200 and 125.210 through 125.240.** The Board may provide additional benefits to appointed officials **upon Board action.**
 - a. **125.010 Adopted – Purpose – Departmental Regulations.**
 - b. **125.015 Actions of Board – Copies of Rules and Regulations.**
 - c. **125.020 Definitions.**
 - d. **125.025 Policy Closing All Individually Identifiable Personnel Records.**
 - e. **125.030 General Procedures.**
 - f. **125.035 Reporting and disposition of Criminal Charges.**
 - g. **125.050 Pay and Compensation.**
 - h. **125.060 Criminal Background Checks For City Employment.**
 - i. **125.120 Attendance and Leaves.**
 - j. **125.200 Employee Health and Safety.**
 - k. **125.210 Harassment.**
 - l. **125.220 Alcohol, Drug, and Controlled Substance Abuse.**
 - m. **125.230 Supplemental Policies.**
 - n. **125.240 Other employee Benefits.**
 - o. **125.250 Defense and Indemnification.**

- K. Nepotism. In addition to any restrictions or prohibitions placed upon the employment of relatives by the Missouri Constitution, the following guidelines are set in place:

1. Persons related to an elected official of the City shall not be employed by the City during the tenure of said elected official unless the employment precedes the election.
 2. Persons related to an appointed official or any member of the management team, as defined within Chapter **125**, shall not be employed by the City in any department during the tenure of said appointed official or management team member. This Section shall not apply to persons employed by the City in their positions as of August 15, 2014.
 3. Persons related to each other shall not be employed by the City in the same department. This shall apply to all City employees. For purposes of this Section, employees working within the departments of Law Enforcement, 911 Center, and Ambulance shall be considered as working within one (1) department and employees working within the Public Works Department, all employees under the direction of the Public Works Director, shall be considered as working within one (1) department.
 4. For purposes of determining the applicability of this Section to candidates for employment by the City, the term "related" shall be defined to include any relationship by blood or marriage within the fourth degree.
 5. Every employee shall promptly disclose to the City Administrator any relationship covered under this Section. The failure of any employee to make this disclosure in a prompt and timely manner shall be a violation of Sections **125.150(B)(1)** and **(16)** of this Code and will be subject to discipline under this Code.
 6. In the event that the City Administrator considers a waiver of any of these rules under Section **125.030(K)** concerning nepotism to be in the best interest of the City, the City Administrator shall refer the matter to the Board of Aldermen for its consideration in a closed session of the Board after proper notice pursuant to Section 610.021.3, RSMo. **The Board of Aldermen may vote to grant a waiver of these rules under Section 125.030 (K) if it is in the best interest of the City and does not violate Article VII, Section 6 of the Missouri Constitution and any other constitutional provisions, statute, or ordinance.**
- L. Gender. When any subject matter, party or person is described or referred to by words imparting the masculine or feminine, the other sex shall be deemed included.
- M. Secondary Employment. In order to ensure the integrity of public service, to reduce conflicts of interest, reduce risks to the City and public health and safety, and to ensure proper and efficient use of public resources, the City finds it necessary to govern all secondary employment. Denial of secondary employment may be appealed under Section **125.170**. Refer to Secondary Employment Policy dated 08/03/2017.

Section 125.120 **Attendance and Leaves.**

- A. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Administrator in the form and on dates specified. Employees that are absent after exhausting all leave balances will be subject to disciplinary action up to and including termination. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours may be grounds for immediate discharge.

B. Annual Vacation Leave. The purpose of annual vacation leave is to enable each eligible employee to return to his/her work mentally refreshed. All full-time employees in the classified service shall be granted annual vacation leave with pay. ~~Probationary employees who have served less than one (1) year in the service of the City may not take vacation leave; however, vacation credits for the time so served shall be granted to each probationary employee who receives full-time employment.~~

1. Full-time employees shall receive vacation credits at the following rates:

Years of Service	Vacation Earned
0 – Beginning of Full-time Employment	1 x Standard Workweek, Excluding Overtime
1 Year	1 x Standard Workweek, Excluding Overtime
2 Years – 4 Years	2 x Standard Workweek, Excluding Overtime
5 Years – 9 Years	3 x Standard Workweek, Excluding Overtime
10 Years – 14 Years	4 x Standard Workweek, Excluding Overtime
15 Years +	5 x Standard Workweek, Excluding Overtime

- ~~a. Full time employees with more than one (1) year of continuous service shall receive one (1) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~b. Full time employees who have between two (2) years of continuous service and eight (8) years of continuous service shall receive two (2) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~c. Full time employees who have more than eight (8) years of continuous service and up to fourteen (14) years of continuous service shall receive three (3) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~d. Full time employees with more than fourteen (14) years of continuous service shall receive four (4) times the number of hours in a standard workweek, excluding overtime.~~
2. Vacation is granted at the end of each year of service, **excluding vacation time credited at the time of hire to be used within the first year of full-time service.** ~~Therefore, For example,~~ vacation **earned awarded** for the first (1) year of **service, 1 x Standard Workweek, Excluding Overtime, not belong belongs to the employee and available on their first (1) year of service date to the employee until the end of the year, on the first day of the second year. The employee will be credited with appropriate hours of vacation after each year of uninterrupted service **as outlined hereinabove.** The vacation leave granted for the previous year must be used prior to the end of the year when it is granted or the employee forfeits all rights to use or ownership. Also, see subparagraphs (3) and (4) below.**

3. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department manager with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his/her annual vacation in a particular service year, such vacation shall be taken during the following service year. Length of service shall be used to resolve conflicts over vacation period between employees of the same class. Also, see Subsection (A) hereinabove and subparagraph (4) herein below.
4. No employee may accrue more vacation leave than could be earned in twelve (12) months of service without written permission of the department manager and the City Administrator. If employee is hospitalized while on vacation, those days will be charged to **available** personal leave with approval of the City Administrator or department manager.
5. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave; and the vacation leave shall be extended or credited accordingly.
6. Employees who have satisfactorily completed probation ~~and completed at least one (1) year of service~~, and who terminate employment shall be paid in a lump sum for all granted vacation leave earned, but not used or forfeited, prior to the effective date of termination.
7. Employees with ~~fourteen (14)~~ **Ten (10)** or more years of continuous service may, at their option, ~~exchange request to be paid-out up to one (1) week of available vacation balance at employee's current hourly/salary rate for up to one (1) week's wage/salary in lieu of using said available vacation credit. Requests shall be made in writing to the HR Generalist, and approved by employee's department manager, at least two (2) weeks prior to desired payroll date for pay-out.~~

E. Occupational Leaves.

9. Holidays.

- a. The holidays to be observed by full-time employees except shift workers are:

(1) New Year's Day.

(2) Dr. Martin Luther King, Jr. birthday.

(3) Lincoln's Birthday.

~~(3)~~**(4)** Presidents' Day.

(5) Truman Day.

~~(4)~~**(6)** Memorial Day.

(7) Juneteenth.

~~(5)~~**(8)** Independence Day.

~~(6)~~**(9)** Labor Day.

(10) Columbus Day.

~~(7)~~(11) Veterans Day.

~~(8)~~(12) Thanksgiving Day.

~~(9)~~(13) Friday after Thanksgiving.

~~(10)~~(14) Christmas Eve.

~~(11)~~(15) Christmas Day.

(16) Any Monday immediately preceding a City holiday which falls on a Tuesday.

~~(12)~~(17) Any Friday immediately following a City holiday which falls on Thursday.

- b. All full-time employees of the City shall receive normal compensation for the legal holidays listed above and any other days or part of a day during which the public offices of the City shall be closed. All full-time employees shall receive eight (8) hours holiday pay except ambulance personnel, 911 dispatchers, and law enforcement patrol officers will receive twelve (12) hours, and airport employees will receive eight (8) or ten (10) hours depending on the airport **workweek** hours. Probationary employees shall be considered for purposes of this Section to be full-time employees.
- c. It shall be the policy of the City to ensure that all full-time employees enjoy the same number of holidays each year. The standard shall be the number of holidays in a particular year which will be celebrated by employees when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In such years when Christmas Day falls on a Saturday, affecting the observance of the Christmas Eve holiday, the preceding Thursday and Friday shall be observed as the Christmas Eve and Christmas Day holidays respectively. In such years when Christmas Eve falls on a Sunday affecting the observance of the Christmas Day holiday, the ~~preceding Friday~~ **following Monday and Tuesday** shall be observed as the Christmas Eve holiday, ~~and the following Monday shall be observed as the~~ **and Christmas Day holidays respectively.**
- d. Any regular employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall:
 - (1) Receive a day off at his/her regular pay rate in lieu of the holiday missed; or
 - (2) At the option of the City he/she may be compensated at the City's approved overtime rate for his/her service on the regularly scheduled holiday. The recommendation for payment must be recommended for approval by his/her ~~appointed official~~ **department manager** and approved by the City Administrator.
- e. Shift Workers. Due to difficulty in scheduling, shift workers shall receive the same number of paid hours, credited as special leave, as other City employees receive in holiday hours. The hours of special holiday leave will be credited to each employee's holiday leave bank after each holiday is observed. No shift worker may carry over more than twenty-four (24)

hours of holiday leave from one (1) calendar year to the next; requests for carryover must be in writing. All hours of holiday leave not used or carried over shall be paid for on a special paycheck in December of each year. Upon separation, any accumulated or approved carryover holiday leave hours shall be paid to the employee.

Section 125.240 **Other Employee Benefits.**

A. *Insurance.*

1. The City provides the following insurance benefits to full-time employees without cost: health, short-term disability, and group life. Health, dental, and life insurance coverage for dependents of full-time employees is optional to the employee. The City will provide a portion of the cost of dependent coverage. Dental and vision insurance coverage is offered to employees and dependents.
2. Full-time employees who can provide proof of coverage from another health insurance program may opt out of participating in the City's health insurance program. The City will provide an incentive in the amount of forty percent (40%) of the cost of single coverage to employees who qualify for the opt-out program. Payments shall be spread evenly over the pay periods in a calendar year. If an employee is no longer an employee of the City, payments cease and the employee has no right to any amounts not paid in the calendar year.
- ~~3. Full time employees who retire due to age or disability and have completed ten (10) years of employment with the City may make arrangements to continue their coverage under the City's health insurance program at their own expense by providing a thirty (30) day notice to the Human Resources Generalist.~~

B. *Cafeteria Plan.* Employees may take advantage of reducing their taxable income through utilization of the cafeteria plan. Additional supplemental insurance policies, such as cancer, accident, and intensive care are available and premium amounts for these and dependent medical are deducted from gross income prior to income tax deductions.

C. *Retirement Plans.*

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account. The City will provide up to an additional one-percent-match contribution of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account upon the employee's contribution of up to one percent (1%), which may be in one-half-percent increments. There is a five-year vesting period. Employees should contact the Human Resources Generalist for detailed information.
2. *Deferred compensation.* All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

2023 Holiday Comparisons

CITY of OSAGE BEACH HOLIDAYS (min 11/max 12) (min 15/max 17)**	FEDERAL HOLIDAYS (11)	STATE of MISSOURI HOLIDAYS (min 13/max 14)*	CAMDEN COUNTY MISSOURI HOLIDAYS (16)	MILLER COUNTY MISSOURI HOLIDAYS (13)
New Year's Day (January)	New Year's Day (January)	New Year's Day (January)	New Year's Day (January)	New Year's Day (January)
Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)
Lincoln's Birthday Day (February)	--	Lincoln's Birthday Day (February)	Lincoln's Birthday Day (February)	--
President's Day (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)
Truman Day (May)	--	Truman Day (May)	Truman Day (May)	--
--	--	--	--	Good Friday (1/2 Day) (April)
Memorial Day (May)	Memorial Day (May)	Memorial Day (May)	Memorial Day (May)	Memorial Day (May)
Juneteenth (June)	Juneteenth (June)	Juneteenth (June)	Juneteenth (June)	--
Independence Day (July)	Independence Day (July)	Independence Day (July)	Independence Day (July)	Independence Day (July)
Labor Day (September)	Labor Day (September)	Labor Day (September)	Labor Day (September)	Labor Day (September)
Columbus Day (October)	Columbus Day (October)	Columbus Day (October)	Columbus Day (October)	Columbus Day (October)
Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)
Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)
Day after Thanksgiving Day (November)	--	Day after Thanksgiving Day (November)*	Day after Thanksgiving Day (November)	Day after Thanksgiving Day (November)
Christmas Eve (December)	--	--	Christmas Eve (December)	Christmas Eve (1/2 Day) (December)
Christmas Day (December)	Christmas Day (December)	Christmas Day (December)	Christmas Day (December)	Christmas Day (December)
--	--	--	Day after Christmas Day (December)	--
Situational additions: Any Friday following a Thursday Observed Holiday	--	--	--	--
Any Monday preceding a Tuesday Observed Holiday	--	--	--	--

Notes:

*Day after Thanksgiving has been approved by the Governor in the past as an ad hoc addition/not a listed holiday per Office of Administration

**Requested Additions to be effective 2024

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for an updated not to exceed price of \$250,133.81.

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 -This truck has a 12 month lead time.

Budgeted Item:

No - Pending Budget FY2024 - Transportation Fund

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774250 Vehicles - Pending FY2024
Budget

Department Comments and Recommendation:

The Board approved the purchase of a new International 16' dump truck with plow from Rush Truck Centers for an not to exceed price of \$240,762.23 in February of 2023. At the time, we were told that the truck would not be delivered until 3rd quarter of 2024 and that volatility in this market could change the pricing for some parts needed to build this truck.

Unfortunately, the cost of this truck will now change to \$250,133.81. I was told this is mainly due to the rise in the cost of stainless steel and brake parts. The first draft of the 2024 budget included the original cost and will need to be updated to reflect the new price. The delivery date for this truck has not changed.

I recommend approval.

City Attorney Comments:

Not Applicable

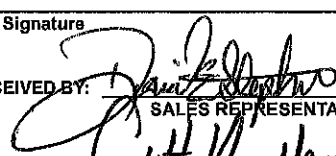
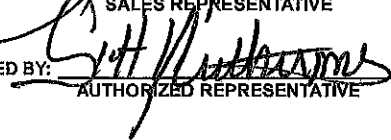
City Administrator Comments:

I concur with the department's recommendation.

Rush Truck Center, Jefferson City

1722 Southridge Dr
Jefferson City, MO 65109
573-636-2133

Retail Sales Order

SALES ORDER		Date 10/13/2023	
Please enter my order for the following: ☒ New ☐ F.E.T. Applicable ☐ Used ☒ F.E.T. Exempt		City of Osage Beach	
Make International Series HV507		Customer's Name	
Year 2024 Body Type		1000 City Parkway Osage Beach MO 65065	
Color Trim		Street City State Zip	
Serial #		(573) 302-2000	
Stock #		Federal Tax ID # Business Phone Fax	
To be delivered on or about 9/30/2024		Purchaser's Name	
		Street City State Zip	
		Federal Tax ID # Business Phone Fax	
		David Stephens	
		By Salesman	
		Truck will be Titled in _____ County.	
		LIENHOLDER INFORMATION	
		Date of Lien	
		Lien Holder	
Sales Price 249,934.81			
Factory Paid F.E.T. 0.00		Draft Through	
F.E.T. Tire Credit 0.00			
Total Factory Paid F.E.T. 0.00			
Optional Extended Warranties 0.00			
Sub-Total 249,934.81			
		Total Used Vehicle Allowance * 0.00	
Dealer Paid F.E.T. * 0.00		Less Total Balance Owed 0.00	
Local Taxes 0.00		Total Net Allowance on Used Vehicle(s) 0.00	
Documentary Fee ** 199.00		Deposit or Credit Balance 0.00	
Delivered Price 250,133.81		Cash with Order 0.00	
Total Down Payment 0.00		◀ 0.00	
Unpaid Balance Due on Delivery 250,133.81		*See Trade-In details on page 4	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions	
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		Customer's Signature Date	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		OFFER RECEIVED BY:  10/13/23 SALES REPRESENTATIVE Date	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER ACCEPTED BY:  10/13/23 AUTHORIZED REPRESENTATIVE Date	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.			
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



Retail Sales Order

TERMS AND CONDITIONS

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. Used Car Buyers Guide. If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. Third Party Products and Services. Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solutions Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. Use of Vehicle Repair Data. Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE. Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. Manufacturer Surcharges. The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200
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Who we are

Who is providing this notice? Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Includes lenders, finance companies and financial service providers

Other important information	
• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc. • This Privacy Policy does not apply to information obtained in a non-financial transaction.	



HV507 SFA

REG. CAB / TANDEM AXLE 6x4

16' Dump Body

Snowplow & Hitch / Spreader

Sales Proposal For:

CITY OF OSAGE BEACH

Presented By:

RUSH TRK CTR OF MO

With Henderson Products



> **Dave Stephens**
Truck Sales Representative

Rush Truck Centers - Jefferson City
1722 Southridge Drive
Jefferson City, MO 65109

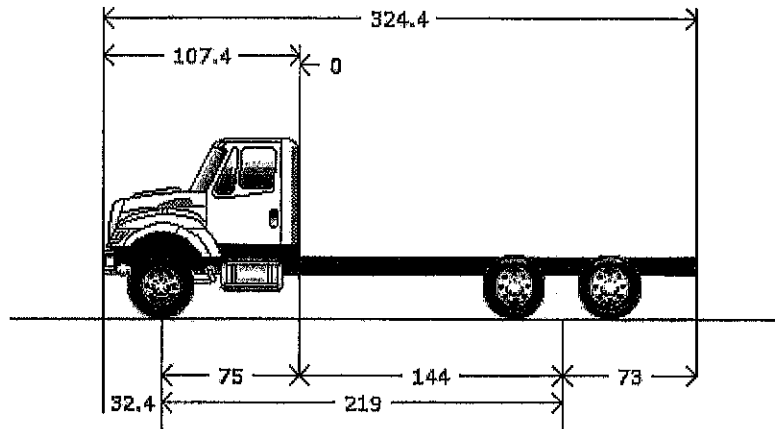
stephensd3@rushenterprises.com

573-636-2133 x1129 direct
573-418-4394 cell
573-636-5024 fax

Prepared For:
CITY OF OSAGE BEACH
CITY CLERK
1000 CITY PARKWAY
OSAGE BEACH, MO 65065-
(573)302 - 2000
Reference ID: 07/14/2022

Presented By:
RUSH TRK CTR OF MO
David Stephens
1722 SOUTHRIDGE DR.
JEFFERSON CITY MO 651092046
573-636-2133

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.51% / 2.46% @ 55 MPH Calc. Geared Speed: 80.9 MPH
DIMENSION:	Wheelbase: 219.00, CA: 144.00, Axle to Frame: 73.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 219.00 Wheelbase, 144.00 CA, and 73.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" in Front of Grille

WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Gunite} Automatic

SLACK ADJUSTERS, REAR {Gunite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Description

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 8' 10"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights

BATTERY SYSTEM {JCI} Maintenance-Free, (3) 12-Volt 2100CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect

ANTENNA for Increased Roof Clearance Applications

Description

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen, with Daytime Running Lights

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

Description

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOX Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.88

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

FUEL TANK STRAPS Bright Finish Stainless Steel

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-In-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line

Description

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, OIL TEMP, REAR AXLE

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER (National 2000) Air Suspension, Hi Back, Cloth Facing/Vinyl Boxing, 1 Inboard Arm Rest, Isolator, Adjuster, 3 Chamber Lumbar, 6 Way Front Adj, 3 Way Rear Cushion Adj, -3 to 14 Degree Back Angle Adjustment, Adjust Side Bolster, Vinyl Suspension Cover, Heat

SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth

GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights

WINDSHIELD WASHER RESERVOIR Mounted Under Cab with Remote Fill Mounted Behind Cab Drivers Side

ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab

Description

WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Included in quoted price, Henderson Products - 16' MKE Stainless Steel Dump Body w/ 12' Snow Plow & Spreader (please see attached quote for more information)

TSC to furnish and install one (1) 27 qt. Stainless Steel Oil Pan in place of factory provided steel pan.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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To: RUSH TRUCK CENTER
Attn: SCOTT KLIETHERMESS
Quote Date: 1/12/2023
Valid Until: 2/11/2023

Quoted By: Ryan Burkle
Phone: 563-927-2828
Cell: 515-689-2578
Fax: 563-927-2521
Email: rburkle@hendersonproducts.com

Quoted:

CITY OF OSAGE BEACH Henderson Equipment Quote: 16'x44in Mark E Body,
12'x36in Reversible Plow, 15' V-box Spreader, Force America Hydraulics
with Install

Henderson Products is pleased to present the following quote. Please contact
us if you have any questions.

HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**
FAMILY: **MARK E, CLASSIC**
FLOOR LENGTH: **16' FLOOR LENGTH**
SIDE HEIGHT: **44" SIDE HEIGHT**
BODY MATERIAL (SIDES/HEADSHEET): **7GA 201SS SIDES/HEADSHEET**
SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**
TOP RAIL/RUB RAIL MATERIAL: **7GA 201SS TOP & RUB RAILS**
REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**
REAR BOLSTER MATERIAL: **7GA 201SS REAR BOLSTERS**
FRONT BOLSTER: **NO FRONT BOLSTERS**
FLOOR MATERIAL: **1/4" AR400 FLOOR**
HOIST TYPE: **PIN TO PIN HOIST, SA**
CYLINDER MODEL: **T-SERIES, PIN TO PIN, 1YR WTY**
HOOKLIFT A-FRAME: **NON-HOOKLIFT**
HOIST MOUNT TYPE: **STANDARD WIDTH CRADLE**
INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**
LONGSILLS: **8" I-BEAM LONGSILLS, FULL WELD**
BODY HINGE MAINTENANCE: **GREASELESS BUSHINGS**
TAILGATE STYLE: **BOLSTER ENCASED HIGH LIFT**
TAILGATE SHEET MATERIAL: **7GA 201SS TAILGATE SHEET**
TAILGATE LINER: **NO TAILGATE LINER**
COAL CHUTE: **NO COAL CHUTE**
TAILGATE BRACE: **1 HORIZONTAL TAILGATE BRACE**
TAILGATE LIFT STYLE/LOCATION: **FORMED LIFT LOOP, TOP BRACE**
TAILGATE RELEASE & CONTROL: **DOUBLE ACTING, SS BUSHING, TG RELEASE**
TAILGATE HINGE: **HD, 1-1/2" PIN, 1" PLT, W/BUSHING**
TAILGATE CHAINS: **SS TAILGATE CHAINS**
HORIZONTAL J-HOOKS: **HORIZONTAL J-HOOKS**
TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**
TAILGATE AIR VALVE: **UPFITTER SUPPLIED TAILGATE AIR VALVE**
LUBRICATION: **GREASELESS PINS, JAWS, & SHAFT**
CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON, 22"x86", NO TARP SHROUD**
CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**





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CUSTOMER QUOTE

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CABSHIELD INSTALLATION: CABSHIELD SHIPS LOOSE
CABSHIELD OFFSET: OFFSET NOT APPLICABLE
CABSHIELD LIGHTING: CS LIGHTS, 1 EACH 45 DEGREE CORNER
ASPHALT LIP: NO ASPHALT LIP
SIDE BOARDS: NO SIDEBORDS
SIDE LADDER LOCATION: LADDER/GRBHND, CS REAR, INSTL
SIDE LADDER TYPE: LADDER, FOLD DOWN, 201SS
BODY STEPS: NO INTERIOR STEPS
RUB RAIL LIGHTING: NO RUB RAIL LIGHTING
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 3 OBOUNDR LIGHT
LIGHTING ADD ONS: NO BOLT-ON LIGHT BOX
LIGHTING PACKAGE: UPFITTER SUPPLIED LIGHT PACK
PWS TANKS: NO PREWET TANKS
PREWET PREP: NO PREWET BOX BRACKET
WALK RAILS: 2" DRVR & CURB WALK RAIL
TARP RAILS: NO TARP RAILS
VIBRATOR LOCATION: NO VIBRATOR
TGS INSTALLATION: NO FACTORY INSTALLED TGS
TGS INTEGRATION: NO TGS SPILL SHIELDS
TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER
FINISH PREP: WASH & PRIME MILD PARTS ONLY
PAINT/FINISH: NO FINISH
NOTE 1:: ADDITIONAL CUSTOM OPTION
CUSTOM OFFERING: NO LIGHT BOXES ON CABSHIELD HOLES ONLY FOR TARP
NOTE 2:: ADDITIONAL CUSTOM OPTION
CUSTOM OFFERING 2: NEEDS MO DOT HYDRAULIC CONNECTIONS IN DS RUBRAIL
NOTE 3:: ADDITIONAL CUSTOM OPTIONS
CUSTOM OFFERING 3:: Mid-point board brace - EA side
NOTE 4: NO ADDITIONAL CUSTOM OPTIONS
NOTE 5: NO ADDITIONAL CUSTOM OPTIONS
NOTE 6: NO ADDITIONAL CUSTOM OPTIONS
NOTE 7: NO ADDITIONAL CUSTOM OPTIONS
NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

FSH salt / sand spreader

Spreader Model: FSH-II Salt/Sand Spreader
Hopper length: 15'
Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor
Capacity: FSH-II 50" (8.4 CY) w/ formed chain shields standard
Conveyor: Pintle chain, 1/4" x 1 1/2" crossbars
Gearcase: 50:1 ratio, 1.5" shaft, 8 tooth sprockets
Chute type: Standard Dump Over Chute Same Material as Hopper
Spinner disk: Standard disk with Stainless Vanes
Chute Extension: 10" SS Spinner Chute Extension (installed)
Install inverted vee: No or N/A
Trunnion latch for tailgate: Trunnion latch, Mild Channel (loose "SL")





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CUSTOMER QUOTE

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Reversible snow plow

Plow Length: 12' length
Moldboard Trip: Full trip with 2 external compression springs
Pushframe Type: Full Width Push Frame with top mount cylinders, Std. Angle
Moldboard Height: 36" height
Moldboard Shield: Integral shield
Moldboard Sheet Material: 10 GA GR50 steel (standard)
Hydraulic Cylinders: 3" x 1 1/2" x 10" reversing nitrided cylinders
Paint: Henderson Orange
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Install Parking Jack: Yes
Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch
Hitch, Plow Portion: Quick hitch
Plow portion hitch width: 30.5"
Plow Portion Installed on Plow: Yes
Hitch, Truck Portion: See HPH or HCH for Truck portion hitch
Custom Option Fields: Note Custom Details Below
Option 1 Description:
Option 2 Description:
Option 3 Description:
Option 4 Description:
Option 5 Description:
Option 6 Description:

Installation Workup

Facility: IDC-IA
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Henderson Delivers (161-250 miles)
Chassis Make: International
Chassis Model Yr: 2024/25
Useable CA/CT: Approx 138-144in C/T Recommended for Standard Install
Pump Location: Transmission Mount Pump
Transmission Type: Automatic
Transmission Model: Allison Transmission

Hitch Type: Low Profile or Manual Tilt Type Hitch
Mount Type: Cheek Plate Mount Kit (Select type below)
Mount Kit Model (Req'd): Quick HCH Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)
Front Bumper: Fabricated Channel Bumper (2pc design) (MFG Material)





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CUSTOMER QUOTE

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Front Plow Type: **Standard Henderson Plow**

Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**

Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**

Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Tandem Axle**

Floor Length: **16ft Floor Length**

Hoist Type: **Pin to Pin Tele Hoist**

Cylinder Type: **Single Acting**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Tailgate Release Type: **IDC supplied Electric over air High Lift valve**

Pressure Protection Valve: **Direct to air tank valve (Int & Mack ONLY) HLTG**

Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**

Step(s): **Supplied and install @ IDC (select from step options below)**

Step QTY: **2**

Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**

Step 1 Location: **Driver Side Rear, outside**

Step 2 Type: **SS Serrated 18" Step (For Flat Surface)**

Step 2 Location: **Passenger side rear, outside**

Grab Handle(s): **(1) IDC supplied/installed grab handle (select type below)**

Grab Handle 1 Type: **SS 12" grab handle**

Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**

Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**

Ladder Install Style (Dump) 1: **Fold Down Side Ladder**

Ladder Install Loc 1 (Dump): **Passenger Side Rear**

Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Spec: **Rough Cut Oak Side Boards**

Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**

Tarp System: **Electric, Bullet Proof Arms, w/Wind Deflector, Hi-lift**

Tarp Material: **Black Vinyl (Asphalt rated)**

Tarp Length: **15.5' to 18' Body Length (BV,US)**

Body Spec Notes:

Spreader Type: **FSH**

FSH Drive Type: **Hydraulic**

FSH Mount Type: **Slip in Mount**

Slip in Tie Downs: **IDC supp'd Weld-On Winch kit, SS (w/3" x 72" straps)**

Trunnion Latch: **Install Fact Sup'd Trun Latch Bar, sales to order with unit**

FSH Spinner Configuration: **Standard Spinner install**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Swinging w/Logo**

Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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Fenders: **Front Quarter Fenders, Poly (standard)**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, 50T, premier, (w/3LTC)**
Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**
Pintle Hook: **Premier 50 Ton w/air kit**
Glad Hands: **Glad's, Fixed, strt, serv & emerg, w/ Dust Covers, Pr**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**
Trailer Plug (2): **7 Pin Trailer Plug, Round, Plastic**
Tool Box: **Qty 1 Toolbox (Select type below)**
Toolbox (1) Type: **18"x18"x24" SS Tbox, Polished, Mild Brkts**
Tool Box Location 1: **Passenger side**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Training: **Yes, Training Required**
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, Halogen, Trucklite All Chassis, (PAIR)**
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **Rear Spinner**
Cabshield Warning Light Qty: **Qty 2 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 2, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**
Back up alarm: **Backup Alarm, 102db**
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**
Brake controller: **Brake Controller, Voyager Brake Controller**
Backbone & Wire Standoffs: **14' Backbone (For TA)**
Electrical Install Opt 1: **ADD 1) 160351 SPREADER WORK LIGHT PLUG INTO REAR POST**
Electrical Install Opt 2: **ADD 1) 160352 PLUG**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **QT001-1291103-1**
Controls Type: **Cable Controls**
Cable Qty: **5 Functions**





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Reservoir Spec: **30 GAL - frame mounted**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, IDC Supplied**
Return Filter: **Provided with Hydraulics**
Quick Coupler Upgrade: **Standard Quick Couplers**
Hyd Options 1: **Install cable pull off valve for hoist - included with hyd**

Hydraulics Notes:

- Force America Hydraulic System to include the following:
- Chelsea hot-shift PTO mounted to Allison transmission
 - Load sense pump mounted to PTO
 - Valve assembly mounted inside steel, frame mounted valve enclosure
 - 30 GAL, steel, Frame mounted valve enclosure
 - Hot/low oil warning system with override switch in cab
 - Cable controls for plow and dump body
 - Standard, manual dual flow valve installed for spreader operation

Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion picked under plow**
Hitch, Truck Portion: **Quick hitch, manual tilt, 30.5"**
Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**
Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**
High Pressure QD System: **No High Pressure QD System**
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**
Custom Options: **No Custom Options Required**

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Quote notes:





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057

PHONE: 563-927-7000

FAX: 563-927-7001

CUSTOMER QUOTE

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Rev #42

LEAD TIME: 10 Months for Equipment and Hydraulics. Installation to take place 60-90 days after receipt of chassis.

Additional Options to Consider. Please "X" to include with package:

___ 1) Henderson Stainless Steel spreader stand installed on V-box Spreader. Supports weight of spreader when empty only
ADD \$6,390.00



INTERNATIONAL®

Financial Summary
2023 HV507 SFA (HV507)

January 18, 2023

Description	(US DOLLAR)	Price
Net Sales Price:		\$240,762.23

At present, this price includes all updated commodity surcharges. While we here at Rush Truck Center of Jefferson City make every attempt to ensure accurate pricing, if future surcharges due to the instability in material costs and body delays that may happen, this pricing is subject to any additional surcharges at time of manufacturing or delivery.

This quote is good for the next 30 days from date above.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Sales Manager 1/18/23
Official Title and Date

[Signature]
Authorized Signature

RUSH TRK CTR OF MO
1722 SOUTHRIDGE DR.
JEFFERSON CITY MO 651092046
573-636-2133

Accepted by Purchaser:

City of Osage Beach
Firm or Business Name

[Signature] 2/17/2023
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Public Works Manager 2/17/2023
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

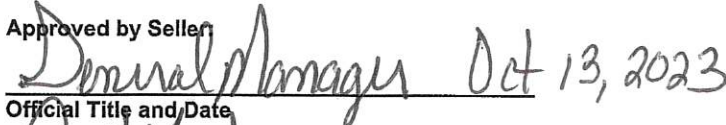
The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$250,133.81

At present, this price includes all updated commodity surcharges. While we here at Rush Truck Center of Jefferson City make every attempt to ensure accurate pricing, if future surcharges due to the instability in material costs and body delays that may happen, this pricing is subject to any additional surcharges at time of manufacturing or delivery.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller

 Oct 13, 2023

Official Title and Date

Authorized Signature

RUSH TRK CTR OF MO
1722 SOUTHRIDGE DR.
JEFFERSON CITY MO 651092046
573-636-2133

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$172,180.50, plus shipping costs.

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 - We need to get these ordered and we expect them to arrive in 2023.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair to System

FY2023 Budgeted Amount:	\$2,000,000
FY2023 Expenditures to Date (10/23/23):	(\$ 1,276,405)
FY2023 Available:	\$723,595

FY2023 Requested Amount:	\$172,180.50
--------------------------	--------------

Department Comments and Recommendation:

We are in the process of updating our pump inventory for various pump sizes ranging from 2hp up to 70hp. This is the first order for pumps to start to get us back to where we need to be with redundancy in our sewer stations.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: October 23, 2023

RE: Osage Beach, MO
Replacement Pumps

Dear Nathan,

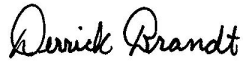
Following are prices for the requested replacement pumps:

- Two (2) Sulzer model PE110/2 submersible grinder pump with a 14.7 horsepower, 3450 RPM, 460 volt 3 phase motor and 32' or power/control cable
PRICE EACH.....\$10,748.00-25% = \$8,061.00
TOTAL PRICE...\$16,122.00 + freight
- Two (2) Sulzer model PE80/2 submersible grinder pump with a 10.7 horsepower, 3450 RPM, 460 volt 3 phase motor and 32' or power/control cable
PRICE EACH.....\$10,373.00-25% = \$7,779.75
TOTAL PRICE...\$15,559.50 + freight
- Fifteen (15) Sulzer model S20/2W submersible grinder pumps with a 2 horsepower, 3450 RPM, 230 volt single phase motor and 32' or power cable
PRICE EACH.....\$3,402 – 25% = \$2,551.50
TOTAL PRICE...\$38,272.50 + freight
- Five (5) Sulzer model S26/2WHH submersible High Head grinder pumps with a 3.5 horsepower, 3450 RPM, 230 volt single phase motor and 32' or power cable
PRICE EACH.....\$4,382.00 – 25% = \$3,286.50
TOTAL PRICE...\$16,432.50 + freight
- Two (2) Sulzer model XFP100E CB1.4 PE105/4 submersible pump with a 4" discharge connection and a 14 horsepower, 1780 RPM, 460 volt 3 phase motor and 49' of power/control cable.
PRICE EACH.....\$10,728.00 – 25% = \$8,046.00
TOTAL PRICE...\$16,092.00 + freight
- Two (2) Sulzer model XFP155J CB2 PE520/4 submersible pump with a 6" discharge connection and a 70 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable, Includes full monitoring with bearing and motor bimetallic temperature switches and closed loop cooling system for continuous in air operation
PRICE EACH.....\$46,468 – 25% discount = \$34,851.00
TOTAL PRICE...\$69,702.00 + freight

TOTAL QUOTED PRICE.....\$172,180.50 + freight

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Lead time is as shown above in weeks after release
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation or startup. If required please add \$1,500 per day.
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach

Agenda Item Summary

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

Agenda Item:

Motion to approve the installation of a Vapex Odor Control unit at Sands Liftstation from Vapex Environmental for a not to exceed cost of \$160,000.

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 - We would like to get this installed as soon as possible

Budgeted Item:

No - Pending FY2024 Budget - Sewer Fund

Budget Line Information (if applicable):

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

Department Comments and Recommendation:

The Mayor and Board of Aldermen asked that staff move forward with the installation of this unit as soon as possible even though it is technically budgeted in 2024. Vapex is a sole source product and the sole source letter and brochure are attached.

These Vapex units introduce Hydroxyl radicals into the wet well in the form of a mist that oxidizes and reduces sulfur compounds, amines, and fatty acids in the available air cavity in the station, resulting in almost instantaneous odor reduction. This process temporarily separates the H₂S molecule, in turn reducing the odor. We pilot tested this right at the end of August and through the labor day weekend.

I have attached a chart that shows the H₂S levels at Sands lift station beginning on 08/18/2023 and you will notice that on 08/28/23 when the Vapex Pilot began, the H₂S levels dropped to 60 parts per million or lower. Prior to the pilot test, the H₂S levels were significantly higher. We did some additional testing after the pilot with no odor

control active at all and the H2S levels were off the chart.

I believe that this is a viable solution for Odor Control at Sands and, combined with the Sands Gavity Main replacement project, we should see a significant reduction in odor at this location. I have confirmed with the vendor that if we order this unit now, it will ship prior to the end of the year and we may even be able to have it installed by the end of the year.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation. This is outlined in the FY2024 Operating Budget Draft v1. If approved early, unrestricted funds that would be carried over into FY2024 will be used.



February 13, 2023

To whom it may concern,

This letter is to confirm that Vapex Environmental Technologies is the sole source for Vapex Radical Odor Control products including Vapex patented nozzle attachments. These products are protected under US Patent numbers 5,337,962 and 6,076,748. Furthermore, Quality Sitework Material. is the exclusive sales and authorized service representative for Vapex Radical Odor Control products in Alabama.

Furthermore, Vapex radical odor control technology has been independently studied by the University of Central Florida to confirm that it generates hydroxyl radicals, the second most powerful oxidant, and the oxidant most desired to quickly, efficiently and effectively oxidize and disinfect contaminants, bacteria and viruses in water disinfection. This study was peer reviewed and published in the *Ozone: Science & Engineering Journal* and presented at the Water Environment Federation (WEF) Odor and Air Pollutants Conference 2012.

Vapex is unaware of competing products that utilize a three-fluid nozzle to create hydroxyl radicals to eliminate odorous compounds, reduce surface collection of fats, oils, and grease and reduce the rate of corrosion of the infrastructure. Additionally, Vapex is unaware of any competing technology that has an independent study to confirm the generation of hydroxyl radicals. Finally, Vapex technology is the only technology that has over 300 installations across the U.S. to specifically treat odors emanating from wastewater.

To maintain warranty eligibility, only Vapex or a Vapex authorized service representative shall perform repairs and major service on Vapex products. Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Jeyaseelan', with a long horizontal flourish extending to the right.

Robert Jeyaseelan
President

2971-A Oxbow Circle, Cocoa, FL 32926

Tel 407 977 7250

Email sales@vapex.com

Website www.vapex.com



Radical Oxidizing Technology

REMEDiate ODOR – FOG – CORROSION



- *Designed for enclosed or partially enclosed areas*
- *No chemicals or biosolutions required*
- *Minimal startup & operation costs*
- *Easy installation & low maintenance*

Proven Performance in Hundreds of Locations

The Vapex™ odor control system with its patented air atomizing three-fluid nozzles accelerates the advanced oxidation process by creating hydroxyl radicals ($\bullet\text{OH}$), the most potent oxidant used in odor treatment. The hydroxyl radical fog is efficiently dispersed throughout enclosed spaces, such as lift stations, wet wells, holding tanks, diversion boxes, and headworks channels.

The technology treats offensive odors in situ, greatly reducing energy costs, because air doesn't need to be removed from the space. Vapex™ units are considered a green technology, have a small footprint, require minimal water and electricity, and generate no waste products.

Eliminate Odors

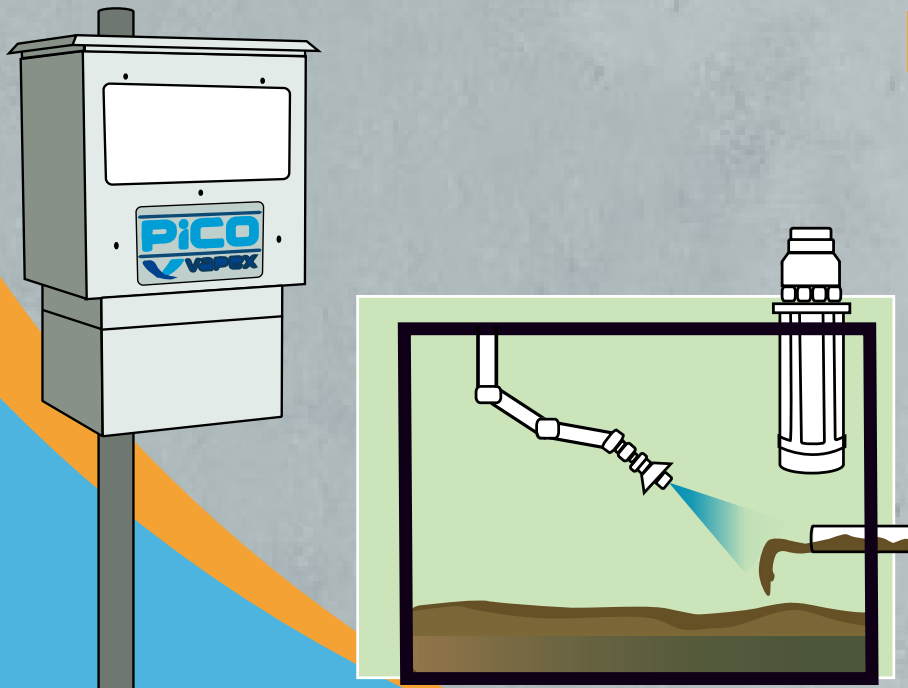
Hydroxyl radicals oxidize, reduced sulfur compounds, amines, and volatile fatty acids efficiently. This technology is customizable to meet varying installation requirements and can be installed indoors or outdoors. The hydroxyl radical mist results in almost instantaneous odor reduction.

Prevent Fats, Oils & Grease

Vapex™ technology remediates fats, oils, & grease (FOG) by breaking the double carbon bonds that form the fatty acid chain. Odors from volatile fatty acids are decreased significantly. Continuous treatment reduces fats, oils, and grease from collecting on the surface of the process water and walls, reducing or eliminating the need to remove and dispose of surface FOG.

Disinfect & Decrease Rate of Corrosion

The oxidative process eliminates biofilm on surfaces that lead to costly infrastructure corrosion. Surface pH in wet wells can be as low as 1. However, the powerful oxidant mist covers the entire surface killing the bacteria that metabolize H_2S to sulfuric acid, raising the pH above 6 and preserving the infrastructure.



Proven

An independent study by University of Central Florida found that hydroxyl radicals are being produced by combining micron-sized water particles and ozone using the patented nozzle

Accepted

Major engineering firms and a state EPA determined the Vapex™ technology is effective in eliminating odors and decreasing the rate of FOG.

Established

Over the past 10 years, many major municipalities have standardized on Vapex™ technology.



LV NOZZLE



HV NOZZLE



RXN VENT

Benefits

- Treats High Concentrations of Hydrogen Sulfide, Mercaptans, and Amines
- Eliminates Odor Complaints
- Reduces Rate of Corrosion in the Infrastructure
- Remediates Fats, Oils, and Grease
- No Chemical Storage or Handling
- Easy Installation/ Straightforward to Operate
- Quiet Operation/ Environmentally Friendly
- Low Installation, Maintenance, and Operational Costs

Applications

- Pump Stations/Wet Wells/ Lift Stations
- Junction Boxes/ Siphons/ Diversion Chambers
- Interceptors/ Grease and Scum Pits
- Manholes
- Grit Chambers
- Rotary Screens
- Covered Primary Clarifiers
- Holding, Retention & Equalization Tanks
- Covered Influent Channels
- Covered Lagoons

Zipper Cable Sheath



Compatible Materials of Construction

Metals

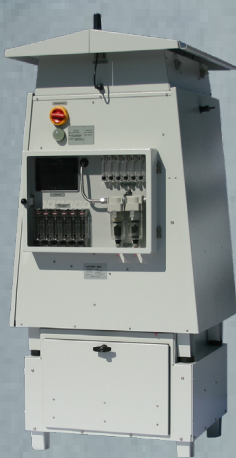
- Stainless Steel 316
- Stainless Steel 304
- Aluminum
- Epoxy Coated Steel

Polymers

- HDPE
- LDPE
- EPDM
- PVC/cPVC

Infrastructure Material

- Concrete
- Polymer Concrete



MILLI, MICRO, NANO

Number of Max Nozzles:

MILLI- 6, MICRO- 4, NANO- 2

Max. Treatment Volume:

MILLI- 42,000 ft³

MICRO- 26,000 ft³

NANO- 10,000 ft³

Operating Temperature:

20 °F to 100 °F

Power Supply:

208-240 VAC, 30A, 60 Hz, Single Phase

Water Supply:

Min. supply water: 10 gal/hr per nozzle

Min. water pressure: 25 psi

Max. water pressure: 75psi

Physical:

Dimensions: 48" L x 32" W x 71"H

Weight: 300-450 lbs.

Maximum Oxidant Output:

MILLI – 60 g/hr

MICRO – 50 g/hr

NANO – 20 g/hr



NANO Compact

Nozzles:

Number of Nozzles: 1-2

Max. Treatment Volume:

NANO Compact- 10,000 ft³

Operating Temperature:

20 °F to 100 °F

Power supply:

208-240 VAC, 30A, 60 Hz, Single Phase

Water Supply:

Min. supply water: 10 gal/hr

Min. water pressure: 25 psi

Max. water pressure: 75 psi

Physical:

Dimensions: 24" L x 18" W x 48"H

Weight: 120 to 200 lbs.

Maximum Oxidant Output:

NANO Compact-20 g/hr



PICO

Nozzles:

Number of Nozzles: 1 LV nozzle

Max. Treatment Volume:

PICO- 750 ft³

Operating Temperature:

20 °F to 110 °F

Power Supply:

110-120 VAC, 15A, 60 Hz

Water Supply:

Min. supply water: 2 gal/hr.

Min. water pressure: 25 psi

Max. water pressure: 75 psi

Physical:

Dimensions: 19.6" L x 16.6" W x 31.06" H

Weight: 55 to 75 lbs.

Maximum Oxidant Output:

PICO- 10 g/hr



ENV Enclosure

- Enclosure is fitted to a corrosion proof polymer skid to be easily bolted in place
- Protects unit from local particulate.
- Modem Antenna for Remote Connection.
- Secure- enclosure is lockable
- Dimensions: 75.8"L x 44"W x 77.5"H
- Weight: 570lbs avg.
- Power Supply: 208-230V, 9A, 60 Hz, Single Phase

Contact your Local Vapex™ Sales Representative to determine which Vapex™ unit is best suited to eliminate odors, remediate FOG, and decrease corrosion for your application.



**FIRM PROPOSAL
PRESENTED TO:
City of Osage Beach
Sands LS
September 25, 2023**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Lift Station
Treatment Area Dimensions:	20' x 18' x 25'(D)
Treatment Area Volume:	9,000 cubic feet
Peak H ₂ S Level:	300 ppm
Installation Location:	Outdoors

2. EQUIPMENT SUPPLIED

- 1 MILLI
- 4 HV Nozzle - Flexible
- 500 ft Oxidant Tubing
- 500 ft Water Tubing
- 1 8" RXN Vent
- 200 ft 2.5" Zipper Cable Sheath
- 2 IOM Manuals
- 1 Installation Kit - MILLI - HV Nozzles
- 1 Spare Parts Kit - MILLI
- 1 ENV Enclosure
- 1 Air Conditioner - 12,000 BTU

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

PO BY 10/15/2023

All of the above listed for	\$	172,500	USD
Less 50% Pilot Discount	\$	(5,000)	
Total	\$	167,500	USD

F.O.B. jobsite, Taxes Excluded

PO BY 12/31/2023

All of the above listed for	\$	172,500	USD
Less 25% Pilot Discount	\$	(2,500)	
Total	\$	170,000	USD

NOTE: If unit can be shipped by December 31, 2023 deduct an additional \$10,000



Option 1: Extra year of warranty with 2 semi-annual service visits **\$12,000**

Includes: (1) Operating Kit
(2) Semi-annual service visit to perform maintenance
Mechanical Warranty on all parts*

Option 2: Service & Parts Discount **\$ 7,500**

Includes: (2) Semi-annual service visit to perform maintenance
25% discount on Operating Kit
10% discount on parts and service

*Subject to Terms and Conditions

5.1. VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:

- a. Purchase Price quoted in this document
- b. Ship to address, contact name and phone number
- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2. PAYMENT TERMS

- 15% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 80% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training
FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation



related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.

Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- Vapex™ VL - 18 months from shipment or 12 months from start-up whichever occurs first
EXCLUSION: Air Conditioner is warranted by manufacturer's warranty

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.



The following will void this warranty:

1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

- A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.
- B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.
- C. Onsite labor and freight are not covered by this Warranty.
- D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.
- E. Following a Warranty claim, verification of proper operations and maintenance is required.
- F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.
- G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.
- H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING



WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____

Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a

PO Amount: _____

Sales Tax Exemption Certificate

Is this purchase sales tax exempt?

☐ No - Taxes apply

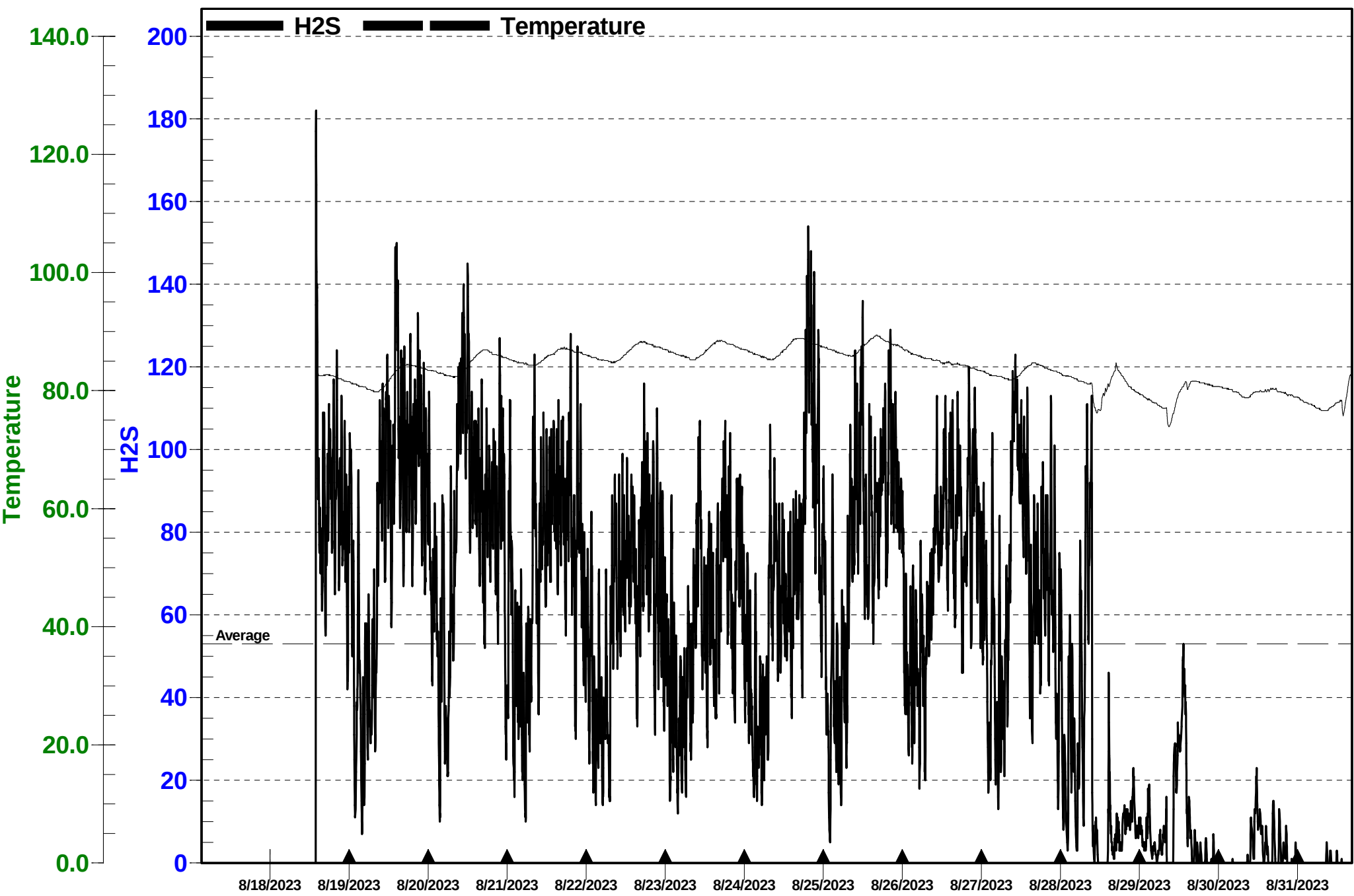
☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.



Name:	
Title:	
Organization:	
Signature:	
Date:	

20230915_05304962_01 SANDS LS: Session 1



Period Displayed: 8/17/2023 - 8/31/2023 (Oda File: 20230915_05304962_01 SANDS LS.oda -- Serial Number: OdaLog Type L2-RTx 05304962 Instrument Range 0-1000PPM)

Average 53 **▲** Day Transition Min 0 Max 182 (Use Screen Data Only)

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 2, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Discussion - Modifying Board of Aldermen Meeting Time and Dates.

Requested Action:

Discussion

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison asked this be placed on the agenda for discussion.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Current Ordinance - *Section 110.110 Regular Meetings.*

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of 6:00 P.M. on the first and third Thursdays of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month. A videoconference meeting or any meeting in which some or all members participate through videoconference, held pursuant to Section 110.300, shall count as a regular public meeting.

Below are other regularly scheduled meetings of the City, or of others with representation by Mayor/Board/Staff, that may aid in the discussion.

- Osage Beach Planning Commission - 2nd Tuesday Monthly, 6 PM
- Lake Ozark/Osage Beach Joint Sewer Board Meeting - 3rd Tuesday Monthly/Semi-Monthly, 4 PM (Held at Lake Ozark City Hall, Board and Staff Representation on Board)
- Osage Beach Board of Adjustment - 3rd Wednesday Monthly, 4 PM
- Osage Beach Special Road District Meeting - 3rd or 4th Wednesdays Monthly, 6 PM (Held at OB City Hall, City Staff participation on behalf of the City)
- Osage Beach Municipal Court - Currently 2nd and 4th Thursdays, 9 AM - 3 PM (Likely to change to a Monday schedule in 2024, decision pending)

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, completion November.
- Emergency generator back up plan for city (*PW Department*)
 - FY2024 Budget inclusion.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review November.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Workshop schedule for January 11, 2023, 6 PM.
 - Employee Survey Results
 - Estimated completion November.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - FY2024 Budget inclusion.
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion TBD.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in November.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.