

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

January 3, 2024 - 5:30 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 December 21, 2023

Pg 10 ► Bills List - January 3, 2024

UNFINISHED BUSINESS

Pg 22 A. Bill 23-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Seasons Plumbing to complete the Lift Station Rehab 2023 project for an amount not to exceed \$224,080. *Second Reading*

NEW BUSINESS

Pg 48 A. Bill 24-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Renewal-PDMP User Agreement with St. Louis County, Missouri for the purpose of effectuating the transfer of PDMP data to the State PDMP. *First and Second Reading*

Pg 56 B. Motion to approve the purchase of three (3) 2024 Ford Interceptor Utility vehicles at a cost not to exceed \$135,000.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract # CC240138008.

Pg 59 C. Discussion - Local Use Tax for Osage Beach

Pg 67 D. Discussion - Modification of Chapter 390 of the Osage Beach Municipal Code to allow operation of Utility Vehicles on certain roadways

STAFF COMMUNICATIONS

Pg 73 A. Department Update List - January 3, 2024

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
December 21, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, December 21, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, , Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kellie Schuman and Alderman and Kevin Rucker. Absent Alderman Bob O'Steen. City Clerk Tara Berreth 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, Parks and Rec Manager Eric Gregory, Airport Manager Ty Dinsdale, City Treasurer Karri Bell, and City Planner Cary Patterson.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Ross. Motion passes with voice vote. Absent Alderman O'Steen

UNFINISHED BUSINESS

Public Hearing - City of Osage Beach FY2024 Operating Budget; total proposed draft v3 budget expenditures for FY2024 are \$45,472,158.

Alderman Rucker made a motion to close the Public Hearing for the City of Osage Beach FY2024 Operating Budget; total proposed draft v3 budget expenditures for FY2024 are \$45,472,158. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman O'Steen

Bill 23-90 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, and appropriating funds pursuant to thereto. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-90. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-90 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross and Alderman Schuman. Bill 23-90 was passed and approved as Ordinance 23.90. Absent Alderman O'Steen

Bill 23-85 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to acquire certain property under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village, LLC. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 23-85. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-85 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-85 was passed and approved as Ordinance 23.85. Absent Alderman O'Steen

Bill 23-86 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the Lee C. Fine Airport Layout Plan Update Project. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 23-86. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-86 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-86 was passed and approved as Ordinance 23.86. Absent Alderman O'Steen

Bill 23-87 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, and Tilly for consulting services at the Lee C Fine Airport for Airport Layout Plan Update Project for an amount not to exceed \$481,000. *Second Reading*

Alderman Hoffman made a motion to approve the second reading of Bill 23-87. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-87 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-87 was passed and approved as Ordinance 23.87. Absent Alderman O'Steen

Bill 23-88 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the Grand Glaize Airport Layout Plan Update Project. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-88. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-88 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-88 was passed and approved as Ordinance 23.88. Absent Alderman O'Steen

Bill 23-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, and Tilly for consulting services at the Grand Glaize Airport for the Airport Layout Plan Update Project for an amount not to exceed \$481,000. *Second Reading.*

Alderman Marose made a motion to approve the second reading of Bill 23-89. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-89 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-89 was passed and approved as Ordinance 23.89. Absent Alderman O'Steen

NEW BUSINESS

Bill 23-91 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, Transfer of Funds for Necessary Expenditures. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-91. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman O'Steen

Alderman Ross made a motion to approve the second reading of Bill 23-91. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-91 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-91 was passed and approved as Ordinance 23.91. Absent Alderman O'Steen

Bill 23-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Seasons Plumbing to complete the Lift Station Rehab 2023 project for an amount not to exceed \$224,080. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-92. This motion was seconded by Alderman Rucker. Motion passes with voice vote. Absent Alderman O'Steen

Bill 23-93 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Thomas Construction Company for the Parks Maintenance Building Restroom Addition for an amount not to exceed \$230,304.00 *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-93. This motion was seconded by Alderman Schuman. Motion fails with 5 "Nays". 0 "Ayes" Absent Alderman O'Steen

Bill 23-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ballparks National to manage the hardball fields at the Osage Beach City Park and adjacent concession stand, the 'Ballfield Complex', for a term to commence February 1, 2024, and conclude October 31, 2024. *First and Second Reading*

The staff is to bring a report on how this contract is progressing.

Alderman Ross made a motion to approve the first reading of Bill 23-94. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman O'Steen.

Alderman Schuman made a motion to approve the second reading of Bill 23-94. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-94 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker, Alderman Hoffman, Alderman Ross, and Alderman Schuman. Bill 23-94 was passed and approved as Ordinance 23.94. Absent Alderman O'Steen.

Resolution 2023-05 - A resolution of the City of Osage Beach, Missouri, re-appointment to the Board of Directors of the Osage Beach Commons Community Improvement District, Richard Ross, Alderman and Non-City Directors Cyrus Beckham and Tim Lowe.

Alderman Hoffman made a motion to approve Resolution 2023-05. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Absent Alderman O'Steen

Motion to approve Citizens Appointments to the Board of Adjustments and Planning Commission

Alderman Rucker made a motion to approve Citizens Appointments to the Board of Adjustments and Planning Commission with the amendment changing the expiration terms for Chad Kautz 6/2028 and Tony Stuart 6/2025 for Planning Commission and term expiration Jeremy Green 6/2025 for Board of Adjustments. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman O'Steen

Motion to change the date of the January 4, 2024, 5:30 PM, Board of Aldermen meeting to January 3, 2024, 5:30 PM.

Alderman Rucker made a motion to change the date of the January 4, 2024, 5:30 pm Board of Aldermen meeting to January 3, 2024, 5:30 pm. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Absent Alderman O'Steen

Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,505, and the Ambulance Fund in the amount of \$136,423.

Alderman Hoffman made a motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,505, and the Ambulance Fund in the amount of \$136,423. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Absent Alderman O'Steen

Motion to approve the purchase of a Tymco 435 Regenerative Air Sweeper through MODoT Contract #IFB60522CO02421 for an amount not to exceed \$149,452.00.

Alderman Rucker made a motion to approve the purchase of a Tymco 435 Regenerative Air Sweeper through MODoT Contract #IFB60522CO02421 for an amount not to exceed \$149,452.00. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman O'Steen

Motion to approve the installation of 2 Vapex Odor Control units from Vapex Environmental for a cost not to exceed \$267,000.

Alderman Marose made a motion to approve the installation of 2 Vapex Odor Control units from Vapex Environmental for a cost not to exceed \$267,000. This motion was seconded by Alderman Rucker. Motion fails with 2 "Ayes" and 3 "Nays". Absent Alderman O'Steen

STAFF COMMUNICATIONS

City Administrator Woods – Building Official Ron White 20 years of service. And Police Chief Todd Davis has 30 years of service. Still working on and making progress on the LO/OB Joint Sewer Plant project with Kevin Rucker.

Assistant City Administrator Welty – updated the Board on sewer main incident.

City Clerk Berreth – Received the Code Codification questions. Hoping to have final codification to the board for final approval by late June or early July if all goes well.

City Treasurer Bell - Final 2003 SRF Bond payment has been made.

City Attorney Bradbury – Jeana and I will be working on Tan Tar A numbers after the New Year.

Police Chief Davis – New Officer started.

Airport Manager Dinsdale – Lee C Fine Airport Reroof has been completed.

Human Resource Generalist Raye – January Employee Evaluations. Lagers meeting on January 11th at 5:30pm.

Parks and Rec Manager Gregory – Christmas lights are at City Park from 5pm to 9pm.

Department Update List - December 21, 2023

- 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.

- Guideline Evaluation

- o Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)

- Mayor/Board discussion/draft review December.

- o Incentive Guideline Revisions (*City Administrator, J Woods*)

- Draft completion estimated December/January.

- Personnel (*HR Generalist, M Raye*) o Employee Benefits – re: LAGERS

- Workshop schedule for January 11, 2023, 6 PM.

- o Employee Survey Results

- Estimated completion November.

- o Employee 360 Feedback Process

- To be included in the Employee Eval process 1st Quarter annually.

- Project Updates / Related Budgeted Items Update o Park Master Plan (*Parks & Recreation Mgr, E Gregory*)

- FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.

- o Sidewalk Master Plan (*Asst. City Administrator, M Welty*)

- Updated plan for Mayor/Board discussion December.

- o Swiss Village Treatment Plan (*Public Works Department*)

- Evaluation study to be completed soon, update on conclusions in December.

- o 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.

- o 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 – Would like for staff to add an additional workshop to next the budget sessions. Mr. Ron Schmidt has served on the Osage Beach Special Road District has been on since 2006 and has resigned as of the first of the year. Thank you for all your service.

Alderman Hoffman – Would like to see a dog park in Osage Beach.

Alderman Ross – Recognize sewer crew on doing a great job.

EXECUTIVE SESSION

Was removed from agenda per City Attorney Cole Bradbury.

Alderman Rucker made a motion to adjourn at 7:45 pm. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman O'Steen

ADJOURN

The meeting adjourned at 7:45 pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on December 21, 2023, and approved January 3, 2024.

Tara Berreth, 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
January 3, 2024**

Bills Paid Prior to Board Meeting	\$	130,591.88
Payroll Paid Prior to Board Meeting	\$	148,878.33
SRF Transfer Prior to Board Meeting	\$	112,771.48
TIF Transfers	\$	58,858.75
Bills Pending Board Approval	\$	330,865.44
Total Expenses	\$	781,965.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,171.00
			Fed WH	11,369.86
		INTERNAL REVENUE SERVICE	FICA	8,527.05
			Medicare	1,994.27
		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
			Loan Repayment	112.29
			Retirment 457 &	3,233.29
			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
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	175.00
		LAKE OZARK MUNICIPAL COURT	OTHER AGENCY CASH BOND	296.00
		LACLEDE COUNTY CIRCUIT CLERK	OTHER AGENCY CASH BOND	350.00
		OPTUM BANK INC	HSA Contribution	388.33
			HSA Family/Dep. Contributi	7,307.24
		ONE TIME VENDOR	DEMO BOND RFND PERMIT 23-1	2,000.00
			DEMO BOND RFND PERMIT 23-1	2,000.00
			OTHER AGENCY CASH BOND	500.00
			OTHER AGENCY CASH BOND	<u>200.00</u>
			TOTAL:	46,978.40
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	132.78
			Medicare	31.06
		MISSIONSQUARE RETIREMENT	Retirement 401%	5.00
			Retirement 401	46.50
		HAMNER, GARY	JOINT SEWER BRD MTG 11/21/	25.00
			JOINT SEWER BRD MTG 12/19/	<u>25.00</u>
			TOTAL:	265.34
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	20.06
			Medicare	<u>4.69</u>
			TOTAL:	24.75
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,802.67
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	194.04
			Medicare	45.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.54
			Retirement 401	195.26
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	560.97
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	617.25
			Medicare	144.35
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.90
			Retirement 401	611.43
		ELAN CORPORATE PAYMENT SYSTEMS	FALL MO GFOA LDGNG- K. BEL	102.90
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,765.33
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.47
			Retirement 401	98.82
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	311.43
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	388.53
			Medicare	90.87
		MISSIONSQUARE RETIREMENT	Retirement 401%	64.66
			Retirement 401	387.94
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,082.00
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	477.91
			Medicare	111.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	80.53
			Retirement 401	483.10
		WEX INC	BLDG DEPT FUEL	144.63
			BLDG DEPT CAR WASH	7.38
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,530.32
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 11/12-12/12/23	79.95
			CITY HALL SVC 11/12-12/12/	2,985.62
		INTERNAL REVENUE SERVICE	FICA	64.78
			Medicare	15.15
		ELAN CORPORATE PAYMENT SYSTEMS	WATER FILTERS	<u>17.58</u>
			TOTAL:	3,163.08
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	486.82
			Medicare	113.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	350.30
		WEX INC	PARK DEPT FUEL	121.53
		AMEREN MISSOURI	LWR DIAMOND LTS 11/2-12/5/	25.05
			HWY 42 BALLPPARK LTS 11/2-	22.37
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	1,257.42
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	263.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	61.60
		MISSIONSQUARE RETIREMENT	Retirement 401%	43.49
			Retirement 401	260.89
		ELAN CORPORATE PAYMENT SYSTEMS	60 DAY JOB POSTING	725.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,448.11
Overhead	General Fund	MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 11/26-12	407.78
		ELAN CORPORATE PAYMENT SYSTEMS	XEROX PRINTER RETURN SHIPP	<u>789.25</u>
			TOTAL:	1,197.03
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,713.36
			Medicare	868.46
		MISSIONSQUARE RETIREMENT	Retirement 401%	556.85
			Retirement 401	3,600.85
		WEX INC	POLICE DEPT FUEL	4,442.29
			POLICE DEPT CAR WASHES	66.45
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 11/26-12/2	182.13
		ELAN CORPORATE PAYMENT SYSTEMS	CHIP REPAIR- PD 26	168.44
			IAPE MEMBER VIDEO CLASS-O'	395.00
			KWIK KAR WASH	32.00
			IAPE CPES CERT- O'DAY	175.00
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	15,438.33
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 11/23/23	1,030.77
		INTERNAL REVENUE SERVICE	FICA	997.70
			Medicare	233.35
		MISSIONSQUARE RETIREMENT	Retirement 401%	75.61
			Retirement 401	610.39
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 11/21-12/2	129.98
		ELAN CORPORATE PAYMENT SYSTEMS	KEYBOARDS	126.84
			EMD BOONE COUNTY CONF-SCOT	425.00
			GPS/GNSS OUTDOOR ANTENNA	337.41
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	4,192.05
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	<u>75.00</u>
			TOTAL:	558.73
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	196.37
			Medicare	45.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.77
			Retirement 401	196.59
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	546.66
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	409.08
		INTERNAL REVENUE SERVICE	Fed WH	919.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	697.14
			Medicare	163.04
		MISSIONSQUARE RETIREMENT	Retirment 457 &	168.90
			Retirement 457	188.00
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>50.40</u>
			TOTAL:	2,636.50
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	697.14
			Medicare	163.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.20
			Retirement 401	696.60
		WEX INC	TRANS DEPT FUEL	1,879.69
		AMEREN MISSOURI	5757 CHAPEL SVC 11/13-12/1	228.06
		AMEREN MISSOURI	792 PASSOVER LTS 11/12-12/	18.45
			1095 MACE RD LTS 11/12-12/	34.93
			1129 INDUSTRIAL 11/12-12/1	33.40
			1075 NICHOLS LTS 11/13-12/	37.01
			872 PASSOVER LTS 11/12-12/	22.69
			MACE RD RNDABT 11/12-12/12	15.83
			680 PASSOVR LTS 11/12-12/1	17.07
			MAIN SALT BLDG 11/5-12/6/2	12.16
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	60.71
		ELAN CORPORATE PAYMENT SYSTEMS	2024 PESTICIDE APPLICATN T	90.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>275.25</u>
			TOTAL:	4,419.74
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,028.96
			State Withholding	570.14
		INTERNAL REVENUE SERVICE	Fed WH	1,611.55
			FICA	932.36
			Medicare	218.06
		MISSIONSQUARE RETIREMENT	Retirment 457 &	462.98
			Retirement 457	101.00
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	69.80
		ONE TIME VENDOR	06-3840-01	<u>163.51</u>
			TOTAL:	8,230.86
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	932.35
			Medicare	218.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	153.48
			Retirement 401	920.94
		CAMDEN COUNTY RECORDER OF DEEDS	2 LIENS & 1 LIEN RELEASE	30.50
		WEX INC	WATER DEPT FUEL	692.95
		AMEREN MISSOURI	5757 CHAPEL SVC 11/13-12/1	228.06
		AMEREN MISSOURI	LKRD 54-29 WELL 11/12-12/1	504.47
			BLUFF RD TOWER 11/5-12/6/2	2,252.88
			COLLEGE WELL 11/2-12/5/23	814.52
			COLUMBIA CLG WELL 11/12-12	1,779.72
			COLUMBIA TWR POLE 11/12-12	231.30
		DEVORE, CALEB	MILEAGE REIMB 12/10/23	28.82
		WILBER, ZACHARY	MILEAGE REIMB 12/9-12/10/2	62.88
		LUTTRELL, JOHN	MILEAGE REIMB 12/09/2023	33.41
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	60.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ELAN CORPORATE PAYMENT SYSTEMS	LEADS FOR LOCATING EQUIPMN	37.32
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.25
		WRIGHT, COLTEN	MILEAGE REIMB 12/16/2023	<u>36.68</u>
			TOTAL:	9,331.80
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	727.78
		INTERNAL REVENUE SERVICE	Fed WH	1,492.83
			FICA	1,377.39
			Medicare	322.14
		MISSIONSQUARE RETIREMENT	Retirment 457 &	340.92
			Retirement 457	199.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>277.30</u>
			TOTAL:	5,062.36
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,377.40
			Medicare	322.14
		MISSIONSQUARE RETIREMENT	Retirement 401%	165.60
			Retirement 401	1,109.27
		CAMDEN COUNTY RECORDER OF DEEDS	2 LIENS & 1 LIEN RELEASE	30.50
		WEX INC	SEWER DEPT FUEL	2,343.52
		AMEREN MISSOURI	5757 CHAPEL SVC 11/13-12/1	228.06
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 11/26-12/2	60.71
		ELAN CORPORATE PAYMENT SYSTEMS	WORK BOOTS- T. BRISON	184.98
			OVERALLS- S. LYBYER	79.99
			LEADS FOR LOCATING EQUIPMN	37.33
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.50
		COFFMAN, BILLY	MEALS/MILEAGE MOCGA-COFFMA	<u>221.24</u>
			TOTAL:	6,622.74
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	331.00
		INTERNAL REVENUE SERVICE	Fed WH	844.09
			FICA	867.53
			Medicare	202.89
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	133.09
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	2,927.48
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	867.53
			Medicare	202.89
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.46
			Retirement 401	644.62
		WEX INC	AMB FUEL	587.15
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,652.15
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	1,040.28
			State Withholding	214.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	387.45
			FICA	367.60
			Medicare	85.96
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.32
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	2,290.55
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 11/6-12/7/23	12.16
			KAISER TRMNL BLDG 11/6-12/	254.44
			LCF HANGAR 2 11/6-12/7/23	23.33
			LCF NEW AP HANGAR 11/6-12/	90.63
		INTERNAL REVENUE SERVICE	FICA	367.60
			Medicare	85.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.23
			Retirement 401	355.35
		WEX INC	LCF FUEL	157.33
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>195.00</u>
			TOTAL:	1,624.53
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	39.90
			State Withholding	64.60
		INTERNAL REVENUE SERVICE	Fed WH	289.26
			FICA	243.82
			Medicare	57.03
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.48
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	793.09
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	243.82
			Medicare	57.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.42
			Retirement 401	246.60
		WEX INC	GG FUEL	23.45
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	701.32
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 11/15-12/1	<u>1,176.14</u>
			TOTAL:	1,176.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			82,122.62
20	Transportation			7,056.24
30	Water Fund			17,562.66
35	Sewer Fund			11,685.10
40	Ambulance Fund			5,579.63
45	Lee C. Fine Airport Fund			3,915.08
47	Grand Glaize Airport Fund			1,494.41
62	TIF - Arrowhead			1,176.14

	GRAND TOTAL:			130,591.88

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER	5.59
		GENERAL CODE LLC	CODE BOOK CODIFICATIONS	<u>6,000.00</u>
			TOTAL:	6,005.59
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		NICK'S TRUE VALUE HARDWARE	OUTLET TESTER	<u>13.99</u>
			TOTAL:	22.91
Building Maintenance	General Fund	MO DEPT OF PUBLIC SAFETY	CH BOILER/PRESSURE INSPECT	80.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	140.85
		AMAZON CAPITAL SERVICES INC	COFFEE	34.27
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 11/202	1,073.75
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
		NICK'S TRUE VALUE HARDWARE	SANDING DISCS	<u>5.99</u>
			TOTAL:	1,345.53
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	END OF YEAR TURF/LAWN PROD	5,292.86
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER	24.83
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	5.60
			PARKS DEPT UNIFORM RENTAL	3.50
		PARKWAY PLAZA TIRE	FLAT TIRE REPAIR	41.79
		SCOTTS CONCRETE	BIG BLOCKS- CITY PARK	800.00
		AMAZON CAPITAL SERVICES INC	8" POLE SAW & 8" PRUNING S	209.96
		COCHRAN ENGINEERING	PARK IMPROV ENG 11/2023	<u>1,076.25</u>
			TOTAL:	7,454.79
Overhead	General Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER	200.35
		TOWNER ELECTRONICS INC	PHONE REPAIR- ELEVATOR	<u>180.00</u>
			TOTAL:	380.35
Police	General Fund	PURCELL TIRE & RUBBER CO	NEW TIRES- 2015 FORD TAURU	609.72
			NEW TIRES- PD 15	176.55
		LEON UNIFORM CO INC	TACTICAL PANTS- S. OWENS	230.47
		ULINE	UTILITY CART	186.23
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- J. ROSENBU	44.50
		STAPLES BUSINESS ADVANTAGE	FILE POCKETS	<u>37.85</u>
			TOTAL:	1,285.32
911 Center	General Fund	RIVERSIDE TECHNOLOGIES INC	CORDLESS ADAPTERS- HEADSET	<u>850.00</u>
			TOTAL:	850.00
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 10/28-11/24/	9,938.24
		COCHRAN ENGINEERING	GENERAL ENG 11/2023	<u>31,882.50</u>
			TOTAL:	41,820.74
Information Technology	General Fund	CINTAS CORPORATION	POLOS- M. BEAN	<u>166.95</u>
			TOTAL:	166.95
Economic Development	General Fund	GILMORE & BELL PC	SVC- OASIS/LAKEPORT PROJEC	3,737.50
			SVC- OASIS/LAKEPORT PROJEC	<u>1,615.00</u>
			TOTAL:	5,352.50
Transportation	Transportation	O'REILLY AUTOMOTIVE STORES INC	TSTRS,CNNCTR KITS,SPLICE-P	102.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SASCO PAVEMENT COATINGS INC	PAVEMENT SEALER	2,025.00
		MAGRUDER LIMESTONE CO INC	1" MINUS- FOR LATER USE	232.85
		CINTAS CORPORATION	TRANSP DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	139.20
			TRANS DEPT FLOOR MATS	12.25
			TRANSP DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	139.20
			TRANS DEPT FLOOR MATS	12.25
		SCOTTS CONCRETE	BIG BLOCKS- PW SHOP	2,400.00
		AMAZON CAPITAL SERVICES INC	PENS,TRSH BAGS,FLDRS,CALCU	49.81
			MAILBOX SET-DUDE RANCH	866.00
			PPR TOWELS & HARDWOUND TOW	23.39
			TONER & COPY PAPER	155.51
		COCHRAN ENGINEERING	STREETS MISC ENG 11/2023	10,256.25
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 11/10-12/10	356.44
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WATER COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	PARTS- CHAINSAWS	10.26
			TOTAL:	16,798.02
Water	Water Fund	SCHULTE SUPPLY INC	1.5" WATER METERS	27,804.00
			20 1" METERS	8,983.80
		CORE & MAIN LP	HYDRANT REPAIR PARTS	5,979.72
			HYD REPAIR KIT CLOW	4,088.88
			12" HYD EXT MUELLER	6,679.44
			12" HYD EXT CLOW	6,679.56
			18" HYD EXT MUELLER,CLOW,S	7,644.73
			8 & 12 ALPHA VALVES	5,537.09
			3/4" PRV	560.92
			6, 8, 10 C900 PIPE	2,484.60
			5/8 X 1 TANDEM SETTER	2,707.38
			12 C900 PVC	2,277.20
			10 C900 PVC	780.80
			BUTTER CUPS & 2X6 BANDS	680.35
			3/4 RESETTER- NICHOLS	374.99
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	PENS,TRSH BAGS,FLDRS,CALCU	49.80
			PPR TOWELS & HARDWOUND TOW	23.40
			TONER & COPY PAPER	155.51
		COCHRAN ENGINEERING	CONNECTING WTR ENG 11/2023	892.50
			TWR & WELL IMPROV ENG 11/2	520.00
		POLLARDWATER	HYDRANT METERS & VALVES	12,040.68
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WATER COOLER RENTAL	10.00
		SHORT ELLIOTT HENDRICKSON INC	WATER TRTMNT PILOT STUDY	2,237.60
			TOTAL:	99,529.43
Sewer	Sewer Fund	MUNICIPAL EQUIPMENT CO	REPLACEMENT PUMP- HYVEE	16,092.00
			CONTROL PANEL FOR TRAINING	3,000.00
		O'REILLY AUTOMOTIVE STORES INC	COMPRESSOR OIL & GLOVES	51.37
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	NOV MONTHLY FLOWS	40,614.86
		LOYD'S ELECTRIC SUPPLY INC	START CAPS- STOCK	901.22
		CORE & MAIN LP	PARTS- LIFT STATION REPAIR	2,588.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PART- LIFT STATION REPAIR	815.58
			PARTS- MARTZ DR MAIN REPLC	905.88
			PARTS- MARTZ DR MAIN REPLC	119.58
			PARTS- GRAVITY LINE REPAIR	434.00
			PVC PARTS- GRAVITY LINE RE	194.05
			4X1/8 FLG LIFT STN REPAIR	28.80
		STOCKMAN CONSTRUCTION CORP	16" FORCE MAIN REPAIR-OB P	13,550.00
		CINTAS CORPORATION	POLOS- N. EARP	310.10
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	213.79
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	191.22
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	PENS,TRSH BAGS,FLDRS,CALCU	49.81
			WIRE CONNECTORS- PANEL REP	156.28
			PPR TOWELS & HARDWOUND TOW	23.40
			TONER & COPY PAPER	155.51
		COCHRAN ENGINEERING	REPAIR TO SYSTEM ENG 11/20	3,955.00
			LIFT STN IMPROV ENG 11/202	32.50
			TTA ESTATES REHAB 11/2023	1,071.25
			UNSERVED AREAS ENG 11/2023	751.25
		REEVES-WIEDEMAN COMPANY	PIPE WRENCH & SAWZALL BLAD	194.05
			PARTS- HYVEE PRESSURE GAUG	65.38
			COUPLINGS- SWR LINE BREAK	147.58
			STIFFENER- SWR LINE REPAIR	11.18
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WATER COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	HOSE CLAMP	3.49
			PARTS- LIFT STATION REPAIR	39.82
			SEALANT,BRSH,BLADE-STN REP	62.75
		RADWELL INTERNATIONAL LLC	SOFT START REPAIRS	4,648.00
		R & K TRUCKING LLC	1' BASE CAPITAL- PKWY MAIN	980.00
			TOTAL:	92,395.32
Ambulance	Ambulance Fund	AIRGAS INC	AIRGAS RNWL 12/2023-11/202	218.00
		QUADMED INC	MEDICAL SUPPLIES	391.80
			TOTAL:	609.80
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
			LCF EQUIP CHRG & SATELLITE	14.00
		MO DEPT NATURAL RESOURCES/ENVIR QUALIT	2024 LCF OPERATING PERMIT	200.00
			2024 LCF OPERATING PERMIT	200.00
		HEDRICK MOTIV WERKS LLC	OIL CHNG & FUEL FILLER NEC	441.84
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.79
			LCF UNIFORM RENTAL	9.79
		EMERY SAPP & SONS INC	LCF APRON RECONSTRUCTION	54,999.99
			TOTAL:	55,921.41
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		CATALYST ELECTRIC	SVC & PRTS- GG AIRPORT HAN	872.84
			TOTAL:	926.78

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

10	General Fund	64,684.68
20	Transportation	16,798.02
30	Water Fund	99,529.43
35	Sewer Fund	92,395.32
40	Ambulance Fund	609.80
45	Lee C. Fine Airport Fund	55,921.41
47	Grand Glaize Airport Fund	926.78

GRAND TOTAL: 330,865.44

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 3, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Seasons Plumbing to complete the Lift Station Rehab 2023 project for an amount not to exceed \$224,080. *Second Reading*

Requested Action:

First Reading of Bill #23-92

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

No - (Sewer Fund, pending FY2024 budget adoption)

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Liftstation Improvements Proposed in the 2024 Budget

Department Comments and Recommendation:

The bid for this project was advertised in late October and the bids were opened on November 30th. The City received 2 bids and the low bid was from Four Season Plumbing. The bid tab and Four Season Plumbing bid documents are attached. The City has a good relationship with this vendor and we are comfortable with them doing this work. I did check the references for Four Season Plumbing and found no problems.

This project was originally budgeted in 2023, but was carried forward to the proposed 2024 Budget. Both of these stations are suffering from corrosion and pipe degradation issues. This project will replace all the valves, pumps and plumbing in the station. All of this work will take place in 2024.

FY2024 Budget:

Station 62-3 Improvements (Lazy Days Rd.) = \$94,410

Station 24-1 Improvements (Osage Beach Rd.) \$180,210
Total Budget = 274,620
Four Season Bid = 224,080

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-92 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING, LLC FOR THE LIFT STATION REHAB 2023 PROJECT FOR AN AMOUNT NOT TO EXCEED \$224,080.00

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 Four Season Plumbing, 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 Two Hundred Twenty-Four Thousand, and Eighty Dollars. (\$224,080.00)

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

READ FIRST TIME: December 21, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.92 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. 23.92.

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:

Lift Station Rehab 2023

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Thirty (30)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

**Disqualified for
Insufficient/Incorrect
Numbers**

\$ 224,080.00

BID FORM

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

Gentlemen:

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

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

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

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

No. 1 Dated Nov 14, 2023
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.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1		15604.00
2	Station 62-3 Improvements (Lazy Days Rd.)	LS	1		110,844.00
3	Station 24-1 Improvements (Osage Beach Rd.)	LS	1		87,632.00
4	Force Account	LS	1	\$10,000.00	10,000.00
Total Base Bid:					224,080.00

TOTAL BID IN WRITING: two hundred twenty four thousand eighty dollars

(See Next Sheet for Station Schedule of Values)

Lift Station Rehab 2023

The following Schedule of Values may not include all items necessary to complete the work. Contractor should consider any additional items for their lump sum bid for each station. This should include any items reasonably inferable from the project specifications and plans or contractor deems necessary to complete the work. Contractor is encouraged to visit the sites prior to bidding the project.

Contractor is not required to fill out Schedule of Values for each lift station. City may request the Schedule of Values upon award of the project and prior to beginning construction.

Station 62-3 Schedule of Values

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Existing Piping & Equipment	LS	1	5382	5382.00
2	Bypass Pumping	DAYS	1	5593	5593.00
3	Detail 'A' 4-inch dia. Bypass Quick Connect Assembly	EA	2	2864	5728.00
4	8-inch dia. Insertion Gate Valve w/ Valve Box	EA	2	10,674	21348.00
5	Base Elbow, Lifting Chain, & Guiderail	EA	2	1109.50	2219.00
6	ABS/Sulzer Pump Model XFP100G	EA	1	18322	18322.00
7	8-inch dia. C900 P.E. DR 14 PVC Discharge Piping	LS	1	35019	35019.00
8	4-inch to 8-inch Flanged D.I. Increaser	EA	2	414.00	828.00
9	8-inch dia. Flanged Check Valve	EA	2	1642.50	3285.00
10	8-inch dia. Flanged Gate Valve	EA	2	1620.00	3240.00
11	8-inch dia. Flanged D.I. 90-degree Bend	EA	3	598.67	1796.00
12	8"x8"x8" Flanged D.I. Tee	EA	1	798	798.00
13	8-inch dia. Mega-Coupling	EA	1	820	820.00
14	Duckbill Check Valve	EA	1	496	496.00
15	Mixer Hose Conduit to Wet Well	LS	1	1774	1774.00
16	Retrofit Fall Thru Prevention on Wet Well & Valve Vault Hatches	EA	2	930	1860.00
17	2-inch Stainless Steel Vent w/ Screen	EA	4	-	-
18	6-inch Stainless Steel Vent w/ Screen	LS	1	1860	1860.00
19	Site Clean Up & Restoration	LS	1	2282	2282.00

See Station 24-1 Schedule of Values on Following Page

Station 24-1 Schedule of Values

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Existing Piping & Equipment	LS	1	4410	4410.00
2	Bypass Pumping	DAYS	1	4511	4511.00
3	Detail 'A' 4-inch dia. Bypass Quick Connect Assembly	EA	2	2886	5772.00
4	6-inch dia. Insertion Gate Valve w/ Valve Box	EA	2	7674	15348.00
5	Base Elbow, Lifting Chain, Guiderail, & Leads	EA	2	1059.50	2119.00
6	ABS/Sulzer Pump Model XFP101G	EA	2	7574	15152.00
7	6-inch dia. C900 P.E. DR 14 PVC Discharge Piping	LS	1	24019	24019.00
8	4-inch to 6-inch Flanged D.I. Increaser	EA	2	325	650.00
9	6-inch dia. Flanged Check Valve	EA	2	1247.50	2495.00
10	6-inch dia. Flanged Gate Valve	EA	2	1240	2480.00
11	6-inch dia. Flanged D.I. 90-degree Bend	EA	3	432	1296.00
12	6"x6"x6" Flanged D.I. Tee	EA	1	598	598.00
13	6-inch dia. Mega-Coupling	EA	1	620	620.00
14	Duckbill Check Valve	EA	1	496	496.00
15	Mixer Hose Conduit to Wet Well	LS	1	1774	1774.00
16	Retrofit Fall Thru Prevention on Wet Well & Valve Vault Hatches	EA	2	875	1750.00
17	2-inch Stainless Steel Vent w/ Screen	EA	4	-	-
18	6-inch Stainless Steel Vent w/ Screen	EA	1	1860	1860.00
19	Site Clean Up & Restoration	LS	1	2282	2282.00

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 1125 INDUSTRIAL DR this 30th day of November, 2023.
OSAGE BEACH, MO 65065
 LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Paula A. Yost owner
 Signature and Title

PAULA A YOST
 Typed or Printed Name

Doing Business As

Four Seasons Plumbing
 Name of Firm

Business Address of Bidder:

1125 INDUSTRIAL DR
OSAGE BEACH, MO 65065
 Telephone No. 573-348-2093

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:

FOUR SEASONS PLUMBING
Name of Corporation

By

Paula A Yost owner
Signature & Title

PAULA A YOST
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

BRITTANY N YOST
Typed or Printed Name

Business Address of Bidder: _____

1125 INDUSTRIAL DRIVE

OSAGE BEACH, MO 65065

Telephone No. _____

573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

MISSOURI

Name and Address of its: President _____

PAULA A YOST

Secretary _____

1125 INDUSTRIAL DR, OSAGE BEACH
MO 65065

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:

Four Seasons Plumbing
Name of Corporation

By

Paula A. Yost
Signature & Title

Typed or Printed Name

ATTEST:

Brittany N. Yost
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Brittany N. Yost
Typed or Printed Name

Business Address of Bidder:

1125 Industrial Drive
Osage Beach, MO 65065
Telephone No. 573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Paula A. Yost

1125 Industrial Dr Osage Beach, MO

Secretary

Brittany Yost

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>
St Monte Pressure Sewer & Lift Station	19		\$ 750,000
Margheritaville Lift Station Sunny Slope Treatment Plant & Lift Station replacements	18		\$ 125,000
			\$ 30,000
Palisades Lift Station repair & maintenance		30 HP pumps	\$ 65,000

- b. List of equipment available for this job.

Excavator
Service Truck
Dump Truck

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

<u>(Name)</u>	<u>(Type of Work)</u>
N/A	

This report is an integral part of the proposal.

Dated NOV 30, 23
By [Signature]
Title Secretary

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name Four Seasons Plumbing

Address 1125 Industrial Drive Osage Beach, MO

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause X Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract X Yes _____ No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. X Yes _____ No.
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes X No.

2. Dollar amount of bid \$ 224,080.00.

3. Anticipated performance period 12 days.

4. Expected total number of employees who will perform the proposed construction 3.

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

PAULA A YOST OWNER
(Name and Title of Signer - type written)

Paula A Yost
Signature

11/30/23
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Four Seasons Plumbing
Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name n/a

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding

of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

PAULA A YOST OWNER

(Name and Title of Signer - type written)

Paula A Yost

Signature

11/30/23

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Four Seasons Plumbing, a corporation X, individual _____, partnership _____, joint venture _____, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of MO, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Eleven thousand two hundred four Dollars (\$ 11,204), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **LIFT STATION REHAB 2023** covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Lift Station Rehab 2023

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

N/A

Signed and sealed this 30th day of November, 20 23.

WITNESS:

BIDDER: (Print Full Name)

By: Paula A Yost

Name & Title: PAULA A YOST
owner

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

By Attorney-in-Fact: _____
(Attach Certified Copy of Power of Attorney)

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Paula Vost, certify that I am owner of
(Name of person signing certificate) (Title of person signing Certificate)

Four Seasons Plumbing and Paula Vost
(Company Name) (Name of Person Signing Bid Bond)

was then owner of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

Paula Vost
 Signed by the Authorized Officer or manager of the Bidder
Four Seasons Plumbing
 Name of the Bidding Entity

(Corporate Seal)

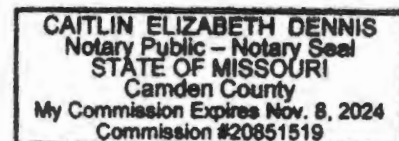
**VERIFICATION
(BIDDER)**

STATE OF Missouri
 COUNTY OF Camden) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Paula Vost
 to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Four Seasons Plumbing and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the CITY OF OSAGE BEACH, MISSOURI.

Subscribed and sworn before me on this 30th day of November, 2023

Notary Public Caitlin Elizabeth Dennis
 My Commission Expires: 11-8-2024, 20



**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss
County of Camden)

On this _____ day of _____, 2023, before me appeared Paula A Yost, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula A Yost, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the owner of Four Seasons Plumbing, LLC and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

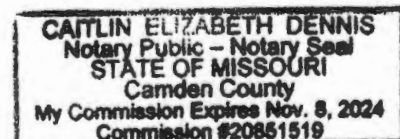
Paula A Yost
Affiant Signature

Subscribed and sworn to before me this 30th day of November, 2024.

Caitlin Elizabeth Dennis
Notary Public

My Commission Expires: 11-8-2024

Seal:



AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of November, 2023 by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Paula Host a Four Seasons Plumbing Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Lift Station Rehab 2023

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Thirty (30)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Four Seasons Plumbing
Contractor, Party of the Second Part

Secretary

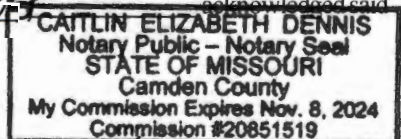
By Paula Yost
Name and Title

(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 30th day of November, 2023, before me appeared Paula Yost
to me personally known who, being by me duly sworn, did say that he is the Owner of _____
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said Paula Yost acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)



My commission Expires: 11-8-2024

Caitlin Elizabeth Dennis
Notary Public Within and For Said County and State

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Powla A Host, owner
Four Seasons Plumbing
(Name of Contractor)

1125 Industrial Drive Osage Beach, MO
(Address of Contractor)

a LLC hereinafter called Principal, and
(Corporation, Partnership, or Individual)

56% of total bid (\$11,204.00)
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MISSOURI 65065**

hereinafter called OWNER in the total aggregate penal sum of _____

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 29 day of November, 20 23, a copy of which is hereto attached and made a part hereof for the construction of:

Lift Station Rehab 2023

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
Lift Station Rehab 2023
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Lift Station Rehab 2023 under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

**Certificate Included*



FOURSEA-02

LROYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Candy L. Horn	
	PHONE (A/C, No, Ext): (573) 634-2122 1141 FAX (A/C, No): (573) 636-7500	
	E-MAIL ADDRESS: Candy.Horn@Winter-Dent.com	
INSURED Four Seasons Plumbing, LLC 1125 Industrial Dr Osage Beach, MO 65065	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60503605	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	60503605	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy G. Banitt

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 3, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Renewal-PDMP User Agreement with St. Louis County, Missouri for the purpose of effectuating the transfer of PDMP data to the State PDMP.
First and Second Reading

Requested Action:

First & Second Reading of Bill #24-01

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Missouri PDMP is fully functional, and data transfer is underway with a deadline pending.

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 24.01 is in correct form.

City Administrator Comments:

- In June 2018, the Board of Aldermen executed an agreement with St. Louis County to participate in St. Louis County PDMP Program, operated by the St. Louis County Department of public Health (DPH), and created a new section in our City Code adopting a PDMP program in the City, authorizing the City

Administrator to administer the program. This agreement and PDMP program in the City authorized the St. Louis County Department of Public Health to monitor the prescribing and dispensing of all Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances in Osage Beach.

- In June 2020, the Board of Aldermen executed a renewal to said agreement, which expired in October 2021.
- In May 2021, Missouri legislation was passed (SB 63) enacting a statewide PDMP program (Missouri PDMP) (RSMo 195.600) establishing the Joint Oversight Task Force (JOTF) for the Prescription Drug Monitoring under the Missouri Office of Administration (OA).
- In February 2022, the Board of Aldermen repealed the City code section adopted in 2018 ending the program in the City due to Missouri enacting a statewide PDMP program.

The Missouri PDMP is an expansion of the STL PDMP and encompasses the entire state. Transitioning to the statewide program is underway and this renewal agreement is being requested for the purpose of allowing the data collected within our program, collected and monitored by the St. Louis County PDMP program 2018-2021 per our agreements at the time, to be shared with the JOTF. Missouri DPH does not have the authority to share participating counties/cities data without authorization, which this agreement gives if approved by the Board of Aldermen.

I recommend approval based on the prior decisions by the Board of Aldermen to participate in and past creation of a PDMP program.

Enclosures:

Missouri Counties PDMP Data Transition Info Sheet 2023
Renewal-PDMP User Agreement

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A RENEWAL-PDMP USER AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR THE PURPOSE OF EFFECTUATING THE TRANSFER OF PDMP DATA TO THE STATE PDMP.

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

Section 1. The Board of Aldermen authorizes the City Administrator to execute on behalf of the City a contract with St. Louis County, Missouri under substantially the same or similar terms and conditions as set forth in (“Exhibit A”).

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

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.01.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



RENEWAL-PDMP USER AGREEMENT

This renewal agreement ("**Renewal**") is by and between **The City of Osage Beach, MO** ("**Subscriber**") and **St. Louis County, Missouri**, a charter county organized under the laws of the State of Missouri, on behalf of its Department of Public Health, with an address at 6121 North Hanley Road, Berkeley, MO 63134 ("**County**").

WHEREAS, **Subscriber** and **County** are parties to an agreement dated _____ ("**Agreement**"); and

WHEREAS, the **County** has a contract with Bamboo Health, Inc., formerly Appriss Inc. ("**Bamboo**") for operation of County's Prescription Drug Monitoring Program ("**County PDMP**"); and

WHEREAS, pursuant to Section 195.600 R.S.Mo., the State of Missouri plans to implement a statewide Prescription Drug Monitoring Program ("**State PDMP**");

WHEREAS, as part of the transition to the State PDMP, County intends to transfer the County PDMP data to the State, and such data transfer, authorized by 602.806 SLCRO, will include data collected and maintained through the Agreement; and

WHEREAS, County and Subscriber desire to renew the Agreement in order to effectuate the transfer of Subscriber PDMP data to the State PDMP;

WHEREAS, Subscriber is authorized to enter into this Renewal by Ordinance # _____; and

WHEREAS, Ordinance 28,779 authorizes the County Executive to execute this Renewal for the purposes stated herein;

NOW, THEREFORE, in consideration of the premises and promises hereinafter, the parties agree as follows:

1. The term for this **Renewal** shall begin upon full execution and continue for one year.
2. Subscriber authorizes County to transfer all Subscriber PDMP Data obtained pursuant to the Agreement with Subscriber to the State of Missouri's Office of Administration for the purposes of transition to the State PDMP. PDMP Data includes but is not limited to prescription dispensation data collected from Subscriber's admittance to the PDMP to the date at which State PDMP is operational. St. Louis County Department of Public Health (DPH) will facilitate this data transfer in collaboration with Bamboo Health, Inc.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the later of the dates set forth below.

Name of Subscriber: _____

By: _____
Signature

Name: _____
Printed

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2023 before me, a Notary Public in and for said state, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ and he/she being authorized so to do, executed the forgoing instrument for the purposes therein contained.

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

Notary Public

(SEAL)
My Commission Expires: _____

ST. LOUIS COUNTY

County Executive

Date: _____

Attest:

Administrative Director

Approved:

Director, Department of Public Health

Approved as to Legal Form:

County Counselor

Approved:

Chief Accounting Officer

Legal Review: _____

Fiscal Review: _____

CE Review: _____

Statewide Missouri PDMP Update for Counties

The Missouri Prescription Drug Monitoring Program is an initiative that will continue to improve the way healthcare providers across Missouri access & utilize controlled substance prescription information in our state. With the Statewide PDMP, counties that have previously participated in the [St. Louis County \(STL\) PDMP](#) can expect a seamless transition helping to shape the future of patient care & prescribing practices.

What is the PDMP?

St. Louis County Department of Public Health (DPH) launched a Prescription Drug Monitoring Program (STL PDMP) in April 2017. Currently, 75 jurisdictions (cities & counties) across the state of Missouri participate in the STL PDMP. Each participating jurisdiction has passed their own local ordinance to authorize the PDMP & executed a User Agreement with St. Louis County. St. Louis County operates the PDMP on behalf of all participating jurisdictions.

Healthcare providers across the state can utilize the STL PDMP to review their patient's controlled substance prescription history before writing a new prescription. The STL PDMP improves clinical care & informs clinical decision making. Providers can use the PDMP to review a patient's prescription history, be alerted to dangerous drug combinations, & identify patients with concerning prescription patterns that may benefit from early intervention.

What's changing with the PDMP?

On May 12, 2021, the Missouri Legislature passed SB 63 which authorizes a statewide PDMP. The Missouri PDMP is authorized by [Section 195.600, RSMo.](#) & establishes the Joint Oversight Task Force (JOTF) for Prescription Drug Monitoring under the Missouri Office of Administration (OA).

The Missouri PDMP is an expansion of the STL PDMP as it will encompass the entire state. DPH will coordinate with JOTF to transition the STL PDMP to the Missouri PDMP. There will be various communications sent to all stakeholders as the transition proceeds; healthcare providers, pharmacies, local public health agencies, & city/county officials will be notified of the transition date & necessary action, if any. Transitioning to a Statewide PDMP will continue to improve the way healthcare providers across Missouri access & utilize controlled substance prescription data in our state.

The STL PDMP has continued to operate through this process & will continue to operate until the Missouri PDMP is fully functional. The St. Louis County Department of Public Health is committed to continuing this much needed service while JOTF stands up their program.

How does this impact my county?

JOTF & DPH are committed to making the transition from the STL PDMP to the Missouri PDMP as seamless as possible. Counties who are already participating in & reporting to the STL PDMP should expect minimal effort to fold into the Missouri PDMP. Counties who are not currently participating in the STL PDMP should be expecting communications from JOTF & the PDMP vendor, Bamboo Health, with information on the onboarding process.

What action(s) does my county need to take?

JOTF has requested historical data from the STL PDMP in order to have as comprehensive a program as possible upon statewide transition. DPH does not have the authority to share participating counties data without completion of a contract (User Agreement).

Participating jurisdictions will need to decide whether they agree to share their jurisdiction's historical PDMP data with JOTF for use by healthcare providers in their program. To authorize sharing of your jurisdiction's data with JOTF, a contract will need to be signed with DPH to facilitate this data transfer. DPH has drafted up User Agreements for each jurisdiction. A template User Agreement is also included with this communication. After signing the User Agreement, participating jurisdictions will not need to do anything further concerning data transfer – DPH will coordinate with the PDMP vendor, Bamboo Health, to take care of this.

Why is sharing historical prescription data with JOTF important?

When a county opts to include historical data within the state PDMP, healthcare providers benefit from uninterrupted visibility into their patient's controlled substance prescription history. For providers who rely on the STL PDMP today, this continuity of information will be beneficial in the patient care, especially for established patients. For example, a provider in a county that chooses not to provide historical data will question why certain controlled substances they prescribed in the past are not showing up in the patient's history. By allowing historical data to be included, we avoid unnecessary gaps that could impact a patient's care & potentially lead to confusion among the provider community.

A complete controlled substance prescription history serves as the cornerstone for consistent & well-informed prescribing practices. It equips healthcare providers with the necessary information to make confident prescribing decisions, ensuring patient safety & improving overall care. By participating with the Statewide Missouri PDMP & retaining historical dispensation data, we empower healthcare providers to prevent substance misuse & arm them with a critical tool needed in our collective battle against the opioid epidemic.

How will data be secured & protected?

Your county's data will continue to receive the same care & security as it does today through the St. Louis County PDMP. The Statewide PDMP will utilize the same vendor as the STL PDMP & ensures that all data security measures & technical oversight remain unchanged. The JOTF emphasizes the critical importance of maintaining the confidentiality & integrity of patient information, & remains steadfast in their commitment to upholding the same or higher standards as what is currently in place through the STL PDMP.

To further ensure data security & protect patient privacy, section 195.600, RSMo. requires that all individual's dispensation data older than 3 years be deleted from the program.

Who to contact with questions or for more information?

If you have any questions or require further information, please do not hesitate to reach out to the Missouri Association of Counties. We are here to support you every step of the way.

The St. Louis County PDMP can be reached at PDMP.DPH@stlouiscountymo.gov.

The Executive Director of the Missouri PDMP can be reached at dean.linneman@oa.mo.gov.

Join us in supporting the Statewide Missouri PDMP & ensuring there is a complete historical record upon its launch!

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 3, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to approve the purchase of three (3) 2024 Ford Interceptor Utility vehicles at a cost not to exceed \$135,000.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract # CC240138008.

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 - Vehicles should arrive the end of February.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-14-774265 Vehicle(s)
FY2024 Budgeted Amount: \$190,000.00
FY2024 Expenditures to Date (01/03/2024): (\$ 0)
FY2024 Available: \$190,000.00

FY2024 Requested Amount: \$135,000.00

Department Comments and Recommendation:

This is a request to purchase three (3) 2024 Ford Interceptor Utility vehicle's at a cost of \$44,905.00 each. This purchase will replace 2 existing vehicles, a 2014 and a 2017 model in the fleet that has over 110,000 miles. The 3rd vehicle will be a dedicated K9 unit.

The total cost for the three (3) vehicles will not exceed \$135,000.00. This does not include equipment and set up. Those costs will come out of the remaining funds in this line item.

City Attorney Comments:

Not Applicable

City Administrator Comments:

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

December 6, 2023

State Contract # CC240138008

Fleet Order

Subject: Joe Machens Proposal on a **2024 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2024 Ford Police Interceptor Utility AWD, Joe Machens Ford proposes the following. The PI Utility includes both the factory and State Contract standard options. This proposed unit has other manufacturer options, as noted below.

Price – Dealer Code – Option

\$44,335 – K8A – 2024 PI Utility All wheel drive

Included Standard Options (incl in price above)

\$N/C – 99B / 44U – 3.3L V6 Gas Engine

\$N/C – 16C – 1st & 2nd Row Carpet Flooring

\$N/C – 17T – Cargo Dome Lamp - Red/White

\$N/C – 18D – Global Lock / Unlock feature

\$N/C – 43D – Dark Car Feature

\$N/C – 47A – Police Engine Idle feature

\$N/C – 51R – Spot Lamp Driver Side (LED)

\$N/C – 549 – Heated Mirrors

\$N/C – 55F – Remote Keyless Entry Key Fob

\$N/C – 60A – Pre-Wiring grille, siren, speaker

\$N/C – 60R – Radio Noise Suppression Bonds

\$N/C – 61B – OBD-II Split Connector

\$N/C – 65L – 18" Full Wheel Covers

\$N/C – 76D – Underbody Deflector Plate

\$N/C – 76R – Reverse Sensing

\$N/C – 86T – Tail Lamp / PI Housing Only

\$N/C – STD – Front Headlamp/PI Housing Only

\$N/C – STD – Class III Trailer Tow Receiver

\$N/C – STD – Trailer Tow Lighting Pkg

\$N/C – STD – Remappable switches steer. wheel

\$N/C – STD – Rear Camera, in Center Stack

\$N/C – STD – Bluetooth (SYNC)

\$N/C – STD – Interceptor Badge

\$N/C – F6 – Rear Cloth Seat

Deleted Standard Options (included in Total price below)

(-\$20) – (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl

(-\$190) – (-76D) – Underbody Deflector Plate DELETE

Added Optional equipment (included in Total price below)

\$600 – 17A – Rear Auxiliary Air

\$0 – YZ – Exterior Color: Oxford White

(-\$20) – (-F6 / 96) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)

\$200 – DEL – Delivery / Fees per...or...\$0 – Customer pick up

Total

\$44,905 per vehicle (2024 Ford Police Interceptor Utility AWD) (Incoming unit – unclaimed)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com



City of Osage Beach
Agenda Item Summary

Date of Meeting: January 3, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Discussion - Local Use Tax for Osage Beach

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Enclosures:

- *MML Use Tax Fact Sheet 2021*
- *MML Proposition U - Local Use Tax brochure 2021*
- *MML Use Tax Sample Ordinance 2021*

The enclosures are from MML (Missouri Municipal League) that were created to assist cities in educating and enacting local Use Tax, and were used by many Missouri cities in their successful election campaigns in recent years.

The City of Osage Beach does not collect a Use Tax as the voters of Osage Beach have not authorized said tax. This discussion is for the purpose of giving the Mayor and Board of Aldermen an opportunity to understand Use Tax and how it may be beneficial for Osage Beach.

Summary:

- What is a Local Use Tax - The local Use Tax is applied to purchases made online from an out-of-state vendor and shipped to a location in Osage Beach at the same rate as Sales Tax, which is collected and remitted in the same fashion as Sales Tax. Use Tax mirrors Sales Tax and is NOT a double tax. If you pay Sales Tax on a purchase, you do NOT pay a Use Tax on the same purchase. For example, the online catalog vendor will collect the local Use Tax and remit to the Missouri Department of Revenue (MoDOR); MoDOR will remit to cities as Sales Taxes are remitted. Over one-half of Missouri municipalities with a population of 2,000 or more have enacted a local Use Tax. This includes many of our surrounding cities as well as Camden County.
- Levels the Playing Field - A purchase made on an item at a retail store in Osage Beach, City sales tax is paid. WITH an enacted local Use Tax, a purchase made via the internet or by catalog from an out-of-state vendor and shipped to Osage Beach, City local Use Tax would be paid; without a local Use Tax it would NOT be paid. Osage Beach businesses are at a competitive disadvantage to out-of-state vendors who don't charge our Sales Tax on the purchases shipped to individuals in Osage Beach. By having a Use Tax for Osage Beach, this levels the playing field between the local retailers and the out-of-state vendors.
- Generates Local Revenue - WITHOUT approved Use Tax by the voters, as internet purchases increase, local revenues decrease which are used to pay for vital municipal services. Q2-2023, e-commerce sales reached the highest level in history, second only to Q2-2020. E-commerce penetration continues to increase, surpassing 15% share of total sales in the past two quarters (source-*US Census Bureau, Forrester Analysis*). Online store sales are expected to reach 22% of global retail sales in 2023, compared to 2019, and Amazon accounted for nearly 40% of all US retail e-commerce sales in 2022 (source *eMarketer, 2022*).
- How much revenue would the Use Tax generate for Osage Beach? - This is difficult to estimate without historical data specific to our City. Based on past estimates with the assistance of MML, annual minimum estimate is in the vicinity of \$325,000.
- Ballot considerations - Ballot deadline for the April 2024 Osage Beach General Municipal Election is January 23, 2024. It will be feasible for the Board of Aldermen to consider an ordinance at the second meeting in January to meet said deadline. Giving the Osage Beach voters an opportunity to consider a local Use Tax, the voters have the opportunity to vote on a local Use Tax that would ensure purchases placed online from vendors located outside the state are subject to the same local tax rates as those purchases made from Osage Beach vendors. The enclosed sample ordinance is for guidance purposes from MML.

Revenue generated by a local Use Tax would go to the City's General Fund which supports general government services including police, parks, and ambulance service subsidy. It is strongly recommended for the Board of Aldermen to consider stating what use the tax revenues would be used for, similar to how other tax revenues have been directed through Board legislative action.

FAQ: Local Use Tax (Proposition U)

by MML Staff

What is a use tax?

A use tax is a tax on the purchase of goods by Missouri residents from out-of-state vendors. Products exempt from the sales tax would be exempt from the use tax.

What is the rate of the local use Tax?

The local use tax rate is the same rate as the total local sales tax rate. If the local sales tax is reduced or raised by voter approval, the local use tax shall also be reduced or raised by the same action.

When must the local use be passed?

There is no deadline for the passage of the local use tax. However, cities that did not receive voter approval for continuation of the local sales tax on motor vehicles, trailers and outboard motors will lose this revenue November of 2022 unless the city passes a local use tax.

Is the Missouri Department of Revenue currently collecting the local use tax and holding those funds for cities?

The local use tax is only imposed upon voter approval. The Missouri Department of Revenue (MoDOR) will not collect a local use tax until citizen's approval of the tax locally. Additionally, MoDOR is not holding any fund for cities to be turned over upon passage of the use tax.

What if the city's voters turn down the use tax?

If the voters of the city do not authorize a local sales tax, the legislative body of the city may submit the sales tax proposal again at a later election. There is no limitation as to how many times the local sales tax proposal may be submitted to the electorate.

When does a city use tax ordinance take effect?

If the city voters approve the local use tax, then the tax becomes effective on the first day of the calendar quarter which begins at least forty-five days after the Missouri Director of Revenue receives notice of adoption of the local use tax.

How is the tax collected?

The online or catalog vendor will collect the local use tax, along with the state use tax, and remit both to the Missouri Department of Revenue (MoDOR).



What does the state charge for the collection of the city use tax and how is the city tax accounted for?

The director of revenue is required to deposit all city use taxes collected in a special City Use Tax Trust Fund, less 1% for the cost of collection. The 1% deducted, less the cost of premiums on surety bonds, is deposited in the State General Revenue Fund. The director of revenue of the state is to keep an accurate record of the amount of money collected from each city.

How much will my city receive from a local use tax?

It is difficult to accurately estimate the prospective revenue from a local use tax. A rough estimate of prior gross sales recorded as a use tax transaction per city can be found at <https://dor.mo.gov/public-reports/#pubtax>.

What changes did the legislature make in the 2021 "Wayfair" legislation (SB 153)?

The major modifications the legislature made to Missouri's use tax law was to require all online and catalog vendors to collect and remit the local and state use tax, including those vendors that do not have a physical presence in the state. Also, online vendors who facilitate transaction for a third-party vendor must collect and remit local and state use taxes on those facilitated transactions. Essentially, the new law makes the collection and remittance of the use tax similar to the way the sales tax is collected and remitted to the Missouri Department of Revenue. 🍋

MML and the Municipal League of Metro St. Louis have collaborated on Use Tax **educational materials** for you to use in your city, and a separate **advocacy kit** for campaign committees.

Learn more about materials for Proposition U at:
www.mocities.com





The purpose of the proposal is to assess the same tax rate on out-of-state purchases as local purchases.

**Election Day:
April 5, 2022**



**Learn more about Proposition U at:
www.**

YOUR CITY LOGO HERE

Address

Phone Number | Email

This brochure was prepared by the Missouri Municipal League and the Municipal League of Metro St. Louis solely to educate and inform about Proposition U.

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PROPOSITION

U

LOCAL USE TAX

The Facts!

- **Funds Community Services**
- **Generates Local Revenue**
- **Not a Double Tax**

A Local Use Tax will help pay for:

- **Police and Fire Personnel**
- **Roads**
- **Sidewalks**
- **Parks**
- **Emergency Vehicles and Equipment**





- The purpose of the proposal is to assess the same tax rate on out-of-state purchases as local purchases.
- If you already pay local sales tax on a purchase, you will NOT pay a Use Tax on the same purchase.
- The local Use Tax rate is the same amount as the sales tax rate.
- A local Use Tax ensures out-of-state purchases are taxed at the same rate as purchases from your local business.
- A local Use Tax produces local funds for community services.
- Funds generated will help pay for public safety, roads, sidewalks, parks, and emergency vehicles/equipment.

Funds Community Services • Generates Local Revenue NOT A Double Tax!

What is a local Use Tax?

A Use Tax is a tax on the purchase of goods by Missouri residents from out-of-state vendors. Products exempt from the sales tax would be exempt from the Use Tax.

I already pay sales tax. Is this the same thing?

No. The sales tax applies to purchases made at local retailers within Missouri, while the Use Tax applies to purchases made from out-of-state vendors. Purchases cannot fall into both groups and cannot be taxed twice.

How can a Use Tax benefit my community?

As internet purchases increase, local revenues decrease. Funds generated from the Use Tax can be used to pay for vital municipal services including: public safety, additional sidewalks and parks, and emergency equipment.

What is the rate of the Use Tax?

The local Use Tax rate is the same rate as the local sales tax rate. If the local Sales Tax is reduced or raised by voter approval, the local Use Tax shall also be reduced or raised by the same action.



PROPOSITION
LOCAL USE TAX **U**



A SAMPLE CITY USE TAX ORDINANCE
(This sample ordinance is to be considered only as a guide for local adoption)

For use by all municipalities

BILL NO. _____

ORDINANCE NO. _____

An ordinance of the City of _____, Missouri, imposing a use tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced or raised in the same amount as any city sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the (Special) (General) (Primary) election called and to be held in the City on , _____ (Day) _____, _____ (Month) _____, 20____.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the total rate of _____%; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

NOW, THEREFORE, be it ordained by the (City Council) (Board of Aldermen) (Board of Trustees) of _____ (City) _____, as follows:

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect. If any city sales

tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of (City) , Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the (Special) (General) (Primary) election hereby called and to be held in the City on (Day of Week) , the day of , 20 . The ballot of submission shall contain substantially the following language:

Shall the..... (municipality's name) impose a local use tax at the same rate as the total local sales tax rate, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

☐ Yes

☐ No

If you are in favor of the question, place an "X" in the box opposite "Yes."

If you are opposed to the question, place an "X" in the box opposite "No."

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of (City), Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 3, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Discussion - Modification of Chapter 390 of the Osage Beach Municipal Code to allow operation of Utility Vehicles on certain roadways

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:

Alderman Ross and Alderman Hoffman have both approached me to discuss making a modification to chapter 390 of the Osage Beach Municipal Code to allow the operation of utility vehicles on certain roadways.

I am opposed to making any modifications to allow a golf cart to be operated on any road other than what is currently allowed.

Is this something that the board wants to entertain, and if so, are there any specific items you would like to see addressed in the modification?

City Attorney Comments:

Not Applicable

City Administrator Comments:

Chapter 390

GOLF CARTS AND UTILITY VEHICLES

Section 390.010.	Definitions.	Section 390.050.	through Section 390.060. (Reserved)
Section 390.020.	Requirements For Operating Golf Carts On City Streets, Roads Or Alleyways Within The City.	Section 390.070.	Prohibited Operation In A Utility Vehicle. (Reserved)
Section 390.030.	Prohibited Operation Of A Golf Cart.	Section 390.080.	Violations And Penalties.
Section 390.040.	Requirements For Operating A Utility Vehicle On City Streets, Roads Or Alleyways Within The City.	Section 390.090.	

Section 390.010. Definitions. [Ord. No. 20.42, 8-20-2020]

As used in this Chapter, the following terms shall have the meanings indicated:

GOLF CART —

1. A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour. (304.034, RSMo.)
2. Golf carts operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day glow in color.

UTILITY VEHICLE —

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an

Supp 26, Dec 2020

unladen dry weight of two thousand (2,000) pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

2. Utility vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

Section 390.020. Requirements For Operating Golf Carts On City Streets, Roads Or Alleyways Within The City. [Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a golf cart upon any City street unless all the following criteria are met:
 1. The golf cart shall be properly equipped pursuant to City ordinance, Section 390.010.
 2. Any individual operating a golf cart shall have a valid operator's or chauffeur's license.
 3. The golf cart shall be operated at a speed of no more than twenty (20) miles per hour.
 4. The operator of the golf cart shall use hand signals when executing turns/stops, unless the golf cart is equipped with turn signals and stop lamps.
 5. Every operator of a golf cart shall maintain financial responsibility on such golf cart as required by Chapter 303, RSMo., if the golf cart is operated on City Streets.
- B. No person shall operate a golf cart on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a golf cart on City streets between sunset and sunrise unless the golf cart is equipped with headlamps and taillamps.

Section 390.030. Prohibited Operation Of A Golf Cart. [Ord. No. 20.42, 8-20-2020]

- A. No individual operating a golf cart shall:
 1. Operate any golf cart on any roadway with a speed limit posted above thirty (30) miles per hour.
 2. Operate the golf cart in a careless or imprudent manner so as to endanger any person

or property of any person.

3. Operate the golf cart while under the influence of alcohol or a controlled substance.
4. Operate the golf cart on any Federal, State or county highways, except to cross.
5. No golf cart shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.

B. Golf carts are prohibited on the following City streets:

1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
2. Passover Road between Osage Beach Parkway and Parkwood Circle.
3. Bluff Drive between Osage Beach Parkway and Sunset Drive.

Section 390.040. Requirements For Operating A Utility Vehicle On City Streets, Roads Or Alleyways Within The City. [Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a utility vehicle upon any City street unless all the following criteria are met:
1. The utility vehicle shall be properly equipped pursuant to City Ordinance Section 390.010.
 2. Any individual operating a utility vehicle shall have a valid operator's or chauffeur's license.
 3. The utility vehicle shall be operated at a speed of equal to or less than the posted speed limit.
 4. The operator of the utility vehicle shall use hand signals when executing turns/stops, unless the utility vehicle is equipped with turn signals and stop lamps.
 5. Every operator of a utility vehicle shall maintain financial responsibility on such utility vehicle as required by Chapter 303, RSMo., if the utility vehicle is operated on City streets.
- B. No person shall operate a utility vehicle on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a utility vehicle on City streets between sunset and sunrise unless the utility vehicle is equipped with headlamps and taillamps.

Section 390.050. through Section 390.060. (Reserved)

Section 390.070. Prohibited Operation In A Utility Vehicle. [Ord. No. 20.42, 8-20-2020]

- A. No individual operating a utility vehicle shall:
1. Operate any utility vehicle on any roadway with a speed limit posted above thirty (30) miles per hour.

2. Operate the utility vehicle in a careless or imprudent manner so as to endanger any person or property of any person.
 3. Operate the utility vehicle while under the influence of alcohol or a controlled substance.
 4. Operate the utility vehicle on any Federal, State or county highways, except to cross.
 5. No utility vehicle shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. Utility vehicles are prohibited on the following City streets:
1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
 2. Passover Road between Osage Beach Parkway and Parkwood Circle.
 3. Bluff Drive between Osage Beach Parkway and Sunset Drive.

Section 390.080. (Reserved)

Section 390.090. Violations And Penalties. [Ord. No. 20.42, 8-20-2020]

Any person who violates any provisions of this Chapter shall be punishable under Section 100.190 of the Municipal Code of the City of Osage Beach, Missouri.

- 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.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - 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 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - 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.