

NOTICE OF MEETING AND AMENDED 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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

August 15, 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.

Any questions or comments for the Mayor and Board may also 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 July 17, 2024 and August 1, 2024

Pg 9 ▶ Bills List - August 15, 2024

Pg 21 ▶ New Liquor Licenses Smokin Jones BBQ

UNFINISHED BUSINESS

Pg 22 A. Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *Second Reading*

Pg 25 B. Bill 24-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Federal Highway Administration Office of Safety for the Safer Streets For All Grant. *Second Reading*

Pg 47 C. Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed \$176,744.00. *Second Reading*

NEW BUSINESS

Pg 64 A. Presentation - Public Works organizational assessment, key findings and recommendations by Raftelis.

Pg 99 B. Resolution 2024-05 - A resolution of the City of Osage Beach, Missouri, approving an additional Transportation Project with respect to the Prewitt Point Transportation Development District; and authorizing certain actions in connection therewith.

Pg 116 C. Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Pg 121 D. Motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed \$12,606.

STAFF COMMUNICATIONS

Pg 127 A. Staff Department Update List 8/15/2024

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 SPECIAL MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
July 17, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Meeting on Wednesday, July 17, 2024, at 8:00 AM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O'Steen and Alderman Celeste Barela.

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, City Attorney Cole Bradbury, Building Official Ron White, Public Works Operation Manager Zac Wilber and IT Manager Mikeal Bean.

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Status Check and Updates

- a. FY2023-24 Strategic Planning Summary

Alderman Barela attended the meeting at 9:05 am.

- b. FY 2024 Budget / Financial Update
- c. Working with the City Administrator and Staff

Mayor Harmison addressed Section 115.190 Interference by Members of the Board of Aldermen. City Attorney Cole Bradbury will research possible changes to chain of command for appointed officials.

2. Future Outlook - Goals and Priorities – 2025 Board of Aldermen Objectives

- a. What does the future look like? What does the Mayor and Board of Aldermen want for Osage Beach?
 - i. Citizen Survey Results
- b. Internal Development – Enhancing and developing our human capital.
 - i. Employee Survey Results
 - ii. Team Member Goals & Objectives

Mayor Harmison called for a recess at 11:00 am. Meeting back in session at 11:15 am.

- c. Economic Growth / Development – Optimizing long-term economic activity & growth.
 - i. Economic Development Vision /Areas of Focus
 - 1. Economic Development Projects to date
 - ii. Development Incentives
 - 1. Affordable Housing
 - 2. Other
 - iii. Use Tax or Other Tax Additions

Lunch 12:20 pm end 12:45pm

- d. Good Governance/Serving the Customer
 - i. Services Goals & Objectives
 - Alderman Hoffman would like staff to research for an inhouse a position for a Auto Mechanic.
 - Digitization to records. Any needs staffing? Would like to have a quarterly update.
 - Sewer System transition (camara)

ii. Financial Goals & Objectives

Alderman Rucker brought up the Ordinance that states that the City is out of compliance by not having the reserves for sewer and water per the amount stated in the ordinance requires.

iii. Capital Investment – Vision / Direction – Optimizing quality of life, traffic, utility, and other infrastructure.

1. Airports
2. Parks and Recreation
3. Transportation
4. Water/Sewer
5. Ambulance Service
6. Community Center/Sports Complex
7. Fleet Management

Alderman Ross has asked staff to adjust the mileage chart.

8. Other

iv. Ordinance / Guideline Standards

Ordinance - local laws for public health, safety, behavior, and general welfare / Guidelines – series of statements which explain the desired elements/intent of the vision, goals, and policy.

1. Current Issues
 - a. Short-Term Rentals
2. Other Areas of Focus

3. Other Issues / Wrap Up

Alderman Ross made a motion to adjourn. This motion was seconded by Alderman Hoffman. Motion passes unanimously by voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 3:45pm. 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 July 17, 2024, and approved August 15, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
August 1, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, August 1, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Celeste Barela and 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 Assistant City Administrator Mike Welty, Lt Tim Taylor, City, Public Works Operations Manager Zak Wilbur, Building Official Ron White, Communication Specialist Matt Markivee, Airport Manager Ty Dinsdale, IT Manager Mikeal Bean, Parks and Rec Manager Eric Gregory and Interim HR Generalist Maddie Mousseau, City Engineer Drew Bowens and Dave Van Leer Cochran.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Rucker asked that the July 17, 2024, minutes be added to the next agenda.

Alderman Hoffman made a motion to approve the consent agenda. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote.

UNFINISHED BUSINESS

Bill 24-49 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Construction Concepts Corporation for the Park Bathroom project for an amount not to exceed \$156,897.00. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 24-49. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-49 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela and Alderman O'Steen". "Nay" Alderman Ross, Bill 24-46 was passed with 5 Ayes and 1 Nay and approved as Ordinance 24-49.

NEW BUSINESS

Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-50 with the scrivener error change from water to waste. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Bill 24-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Federal Highway Administration Office of Safety for the Safer Streets For All Grant. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-52. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. 4 Ayes 2 Nays

Bill 24-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order #1 with Logan Excavating LLC for the Osage Beach Road Improvement project for an amount not to exceed \$101,076.75. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-53. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Alderman Rucker made a motion to approve the second reading of Bill 24-53. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-53 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Rucker, Alderman Barela and Alderman O’Steen and Alderman Ross”. Bill 24-53 was passed and approved as Ordinance 24-53.

**Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed \$176,744.00.
*First Reading***

Alderman Rucker made a motion to approve the first reading of Bill 24-54. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Motion to proceed with the purchase of a salt spreader stand and salt hopper upgrade from Henderson Products for an amount not to exceed \$17,349.00.

Alderman Barela made a motion proceed with the purchase of a salt spreader stand and salt hopper upgrade from Henderson Products for an amount not to exceed \$17,349.00. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

Motion to proceed with the purchase of a Vapex odor control unit from Municipal Equipment Company for a price not to exceed \$137,000.00.

Alderman Marose made a motion to proceed with the purchase of a Vapex odor control unit from Municipal Equipment Company for a price not to exceed \$137,000.00. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Motion to approve the purchase of 12 High Tide SCADA modules for Municipal Equipment Company for a price not to exceed \$53,586.12.

Alderman Marose made a motion to approve the purchase of 12 High Tide SCADA modules for Municipal Equipment Company for a price not to exceed \$53,586.12. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Discussion - Fleet Replacement Policy

Staff has been directed to change the policy from 100,000 to 150,000 with no change to Police.

STAFF COMMUNICATIONS

Department Update List - August 1, 2024

Assistant City Administrator Welty – Did some investigations in to the vacant building the was suggested might be used for the proposed in-house mechanic. That building would be more expensive since the fuel tanks need to be removed and an environmental assessment would need to be done. Staff will bring more options to the BOA in the future.

City Clerk Berreth – Angie Bouwens is a breath of fresh air. She has been thinking outside the box and bringing new ideas to the City Clerks and City Treasures office. We are very lucky to have her on our team. She is helping us move forward with hitting the boards’ goal of going paperless by the end of 2025.

Mayor Harmison – Congratulated Maddie Mousseau on becoming the Human Resources Generalist.

Human Resources Generalist Mousseau – Public Works will be fully staffed by August 12th. City Wide Health Fair will be October 31st.

Building Official White – Salina Franklin has been working hard on archiving over 298 files. Starting 2008 and moving forward.

Parks and Rec Manager Gregory – Ballparks Nationals issued the City their letter of termination to their contract as of October 31st. August 7th will be the Fishing Derby.

City Engineer Bowman – Attended a class as the New Flood Plan Administrator.

Dave Van Leer – The Water Master Plan will be presented to the Board on the September 19th Board Agenda. If anyone has any comments or concerns, please give those to Mike or Zac.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Believes it is now time for the City Engineer to start to interact with Cochran in its full capacity as City Engineer. From Contracts, plans to coding bills.

Alderman Hoffman – The Regional VP from Lowes will be donating around \$50,000.00 to the City to build a dog park. The location will be at City Park on field 3. The plan will be on the next agenda as motion for final approval.

Alderman Ross – Would like a change to the gift giving policy. Specially to the retirement or departing employees after so many years of service.

Alderman Rucker made a motion to adjourn at 8:05pm. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:05 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 August 1, 2024, and approved August 18, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
August 15, 2024**

Bills Paid Prior to Board Meeting	\$	169,795.07
Payroll Paid Prior to Board Meeting	\$	173,667.25
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	\$	122,084.51
Total Expenses	\$	465,546.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,564.00
			INTERNAL REVENUE SERVICE	11,621.45
		FICA	FICA	9,590.14
			Medicare	2,242.86
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
		Loan Repayment	Loan Repayment	69.40
			Loan Repayment	98.17
		Loan Repayment	Loan Repayment	153.05
			Loan Repayment	112.29
		Loan Repayment	Loan Repayment	109.86
			Retirement 457 &	4,929.22
		Retirement 457	Retirement 457	2,384.60
			Loan Repayments	157.02
		Loan Repayments	Loan Repayments	68.08
			Loan Repayments	85.61
		Loan Repayments	Loan Repayments	205.92
			Loan Repayments	277.69
		Loan Repayments	Loan Repayments	380.72
			Loan Repayments	38.24
		Retirement Roth IRA	Retirement Roth IRA	327.00
			OTHER AGENCY CASH BOND	83.00
		COLE COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	200.00
			HSA Contribution	430.83
		HSA Family/Dep. Contributi	HSA Family/Dep. Contributi	2,427.24
			OTHER AGENCY CASH BOND	450.00
		DALLAS COUNTY CIRCUIT	OTHER AGENCY CASH BOND	200.00
			TOTAL:	41,672.24
Mayor & Board	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	PLANT-VERNON FATHER IN LAW	51.20
			TOTAL:	51.20
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	840.95
			Medicare	196.67
		MISSIONSQUARE RETIREMENT	Retirement 401%	334.98
			Retirement 401	837.03
		ELAN CORPORATE PAYMENT SYSTEMS	WELTY MCMA MEMB 6/2024-5/2	150.00
			HSA Family/Dep. Contributi	225.00
		OPTUM BANK INC	TOTAL:	2,584.63
		INTERNAL REVENUE SERVICE	FICA	208.75
			Medicare	48.82
City Clerk	General Fund	MISSIONSQUARE RETIREMENT	Retirement 401%	105.28
			Retirement 401	210.56
		ELAN CORPORATE PAYMENT SYSTEMS	RECEIVED STAMP	18.95
			HSA Family/Dep. Contributi	112.50
		OPTUM BANK INC	TOTAL:	704.86
		INTERNAL REVENUE SERVICE	FICA	723.35
			Medicare	169.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	359.31
			Retirement 401	718.63
City Treasurer	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	MML WEBINAR ONEDRIVE-A. WH	20.00
			HSA Family/Dep. Contributi	225.00
		OPTUM BANK INC	TOTAL:	2,215.47
		INTERNAL REVENUE SERVICE	FICA	723.35
			Medicare	169.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	109.35
			Medicare	25.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	54.81
			Retirement 401	109.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	374.35
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	379.60
			Medicare	88.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401	373.32
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,103.36
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	603.03
			Medicare	141.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.77
			Retirement 401	610.51
		ELAN CORPORATE PAYMENT SYSTEMS	BAGELS- CODE OFFICIALS MTG	28.53
			BEVERAGES-CODE OFFICIALS M	8.80
			ICLOUD STORAGE	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	1,954.67
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 6/12-7/15/24	69.66
			CITY HALL SVC 6/12-7/15/24	6,716.30
		INTERNAL REVENUE SERVICE	FICA	66.92
			Medicare	15.65
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 6/17-7/17/24	30.00
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	<u>175.00</u>
			TOTAL:	7,073.53
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	717.50
			Medicare	167.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	257.20
			Retirement 401	572.85
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 7/12/24	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 6/12-7/15	77.67
			CP MAINT BLDG 6/12-7/15/24	44.78
		CP #2 DISPLAY C 6/12-7/15/	CP SOCCER FIELDS 6/12-7/15	12.16
			CP #2 DISPLAY D 6/12-7/15/	23.07
		CP #2 DISPLAY D 6/12-7/15/	CP BALL FIELDS 6/12-7/15/2	12.16
			CP #2 DISPLAY B 6/12-7/15/	1,716.66
		CP #2 DISPLAY A 6/12-7/15/	CP #2 DISPLAY B 6/12-7/15/	13.71
			CP #2 DISPLAY A 6/12-7/15/	13.71
		CP #2 IRRIG PUMP 6/12-7/15	CP #2 IRRIG PUMP 6/12-7/15	12.16
			GFL ENVIRONMENTAL	200.00
		ELAN CORPORATE PAYMENT SYSTEMS	PARKS TRASH SERVICE	200.00
			PARKS DIGITAL SIGN REPAIR	1,395.00
		OPTUM BANK INC	HSA Contribution	<u>150.00</u>
			TOTAL:	5,432.66
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	216.77
			Medicare	50.69
		MISSIONSQUARE RETIREMENT	Retirement 401%	106.76
			Retirement 401	213.53
		CAPITAL ONE, N.A.	ICE CREAM-PUBLIC WORKS	45.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ELAN CORPORATE PAYMENT SYSTEMS	SMOKIN JONES SAFETY PICNIC	1,276.90
			SHRM MEMBERSHIP-MOUSSEAU	264.00
			SHRM CP CERT EXAM-MOUSSEAU	1,312.20
			KICKBALL/WIFFLE BALL-SFTY	19.48
			ROLLS- SAFETY PICNIC	32.55
			DRINKS & UTENSILS-SFTY PIC	94.03
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	37.50
		MOUSSEAU, MADELINE	MLG/MEALS MPR LIAB -MOUSSE	249.40
			TOTAL:	3,956.72
Overhead	General Fund	ARTHUR J GALLAGHER & CO (ILLINOIS)	CYBER LIABILITY 7/2024-6/2	15,749.46
			TOTAL:	15,749.46
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,070.27
			Medicare	951.91
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,832.59
			Retirement 401	4,050.80
		RINER, STEPHEN	MEALS HWY DRUG CONF-S. RIN	175.00
		CAPITAL ONE, N.A.	DOG FOOD & FOOD CONTAINER	53.82
		OWENS, STEVEN	MILEAGE REIMB 7/20/24	26.13
		ELAN CORPORATE PAYMENT SYSTEMS	WINDOW TINT- K9 PD 20	400.00
			TEA- MMDTF MEETING	10.93
			PAPPOS PIZZA-MMDTF MEETING	160.07
			CIVILIAN RESPNSE LDGNG-SCH	225.78
			KWIK KAR WASH	32.00
			IDI PERSON SEARCH	77.50
			MOTOROLA CONVERSION KITS	675.00
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,050.00
			TOTAL:	14,054.30
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	847.98
			Medicare	198.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	253.81
			Retirement 401	707.51
		MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES JULY-SEPT 20	255.00
		AT&T INTERNET/IP SERVICES	911 INTERNET 7/11/24	856.29
		ELAN CORPORATE PAYMENT SYSTEMS	BSD NAPS TRNG- 911	25.75
			EMD RECERTIFICATION-M. OAK	55.00
			EMD CONF- D. HAZELWOOD	425.00
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,849.66
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	214.82
			Medicare	50.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401	214.90
		ELAN CORPORATE PAYMENT SYSTEMS	LUNCH DEVELOPR MTG-MAYOR/P	53.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	716.21
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	259.92
			Medicare	60.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	251.54
		ELAN CORPORATE PAYMENT SYSTEMS	YEARLY AUTO CAD-ENGINEER	<u>3,496.99</u>
			TOTAL:	4,111.16
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	330.93
			Medicare	77.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.48
			Retirement 401	326.81
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	917.62
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	374.14
		INTERNAL REVENUE SERVICE	Fed WH	720.81
			FICA	832.64
			Medicare	194.74
		MISSIONSQUARE RETIREMENT	Retirement 457 &	487.43
			Retirement 457	34.00
		OPTUM BANK INC	HSA Contribution	12.15
			HSA Family/Dep. Contributi	<u>67.07</u>
			TOTAL:	2,722.98
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	832.65
			Medicare	194.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	267.50
			Retirement 401	724.95
		AMEREN MISSOURI	5757 CHAPEL SVC 6/16-7/16/	463.45
		AMEREN MISSOURI	792 PASSOVER LTS 6/12-7/15	16.92
			1095 MACE RD LTS 6/12-7/15	28.41
			1129 INDUSTRIAL 6/12-7/15/	27.05
			1075 NICHOLS LTS 6/16-7/16	53.98
			872 PASSOVER LTS 6/12-7/15	21.42
			MACE RD RNDABT 6/12-7/15/2	15.65
			680 PASSOVER LTS 6/12-7/15	16.57
		CAPITAL ONE, N.A.	WATER & PROPEL	111.72
			WATER & PROPEL	24.45
		OZARK CDL LLC	CDL CLASS DEPOSIT-J. SULLI	400.00
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	58.33
		OPTUM BANK INC	HSA Contribution	12.14
			HSA Family/Dep. Contributi	<u>400.50</u>
			TOTAL:	3,670.42
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	466.05
		INTERNAL REVENUE SERVICE	Fed WH	1,230.94
			FICA	888.53
			Medicare	207.79
		MISSIONSQUARE RETIREMENT	Retirement 457 &	727.45
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	121.86
			HSA Family/Dep. Contributi	<u>80.63</u>
			TOTAL:	3,756.25
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	888.53
			Medicare	207.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	442.70
			Retirement 401	885.42
		AMEREN MISSOURI	5757 CHAPEL SVC 6/16-7/16/	463.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	LK RD 54-29 WELL 6/12-7/15	1,473.49
			COLUMBIA CLG WELL 6/12-7/1	3,517.18
			COLUMBIA TWR POLE 6/12-7/1	47.51
		CAPITAL ONE, N.A.	WATER & PROPEL	111.72
			WATER & PROPEL	24.45
		LUTTRELL, JOHN	MILEAGE REIMB 7/13-8/2/24	144.72
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	58.33
		ELAN CORPORATE PAYMENT SYSTEMS	BACKFLOW TEST-J. LUTTRELL	315.00
			BACKFLOW CLASS-J. LUTTRELL	475.00
		OPTUM BANK INC	HSA Contribution	88.21
			HSA Family/Dep. Contributi	249.75
		WRIGHT, COLTEN	MILEAGE REIMB 7/13/24	40.20
			TOTAL:	9,433.46
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	632.81
		INTERNAL REVENUE SERVICE	Fed WH	1,665.22
			FICA	1,389.64
			Medicare	325.00
		MISSIONSQUARE RETIREMENT	Retirment 457 &	631.19
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	137.14
			HSA Family/Dep. Contributi	396.88
			TOTAL:	5,510.88
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,389.63
			Medicare	325.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	423.39
			Retirement 401	1,378.91
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,854.05
			5757 CHAPEL SVC 6/16-7/16/	463.46
			GRINDER PUMPS & STATIONS	4,775.50
			GRINDER PUMPS & LIFT STATI	11,038.76
		CAPITAL ONE, N.A.	WATER & PROPEL	111.72
			WATER & PROPEL	24.46
		OZARK CDL LLC	CDL CLASS DEPOSIT-S. LYBYE	400.00
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	58.33
		OPTUM BANK INC	HSA Contribution	162.15
			HSA Family/Dep. Contributi	399.75
			TOTAL:	24,805.11
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	388.00
		INTERNAL REVENUE SERVICE	Fed WH	1,152.35
			FICA	1,152.66
			Medicare	269.58
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirment 457 &	290.55
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
			TOTAL:	4,090.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,152.66
			Medicare	269.58
		MISSIONSQUARE RETIREMENT	Retirement 401%	253.33
			Retirement 401	802.00
		PENROD, DAN	MEALS/MLG 2024 EMS CONF-PE	392.13
		RUDAT, TOMMI	MEALS 2024 EMS CONF-T. RUD	165.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
		JOHNSON, ALEXANDRIA	MEALS/MLG 2024 EMS CONF-JO	392.13
			TOTAL:	3,689.33
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	242.20
			Fed WH	467.69
		INTERNAL REVENUE SERVICE	FICA	481.59
			Medicare	112.64
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.35
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Contribution	57.50
			HSA Family/Dep. Contributi	153.33
			TOTAL:	1,701.84
Lee C. Fine Airport	Lee C. Fine Airpor	INTERNAL REVENUE SERVICE	FICA	481.59
			Medicare	112.64
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.34
			Retirement 401	456.65
		DISH NETWORK	SERV 7/29-8/28/24	94.86
		CAPITAL ONE, N.A.	ICE	18.80
			SUGAR	19.97
			ICE	7.52
			ICE	22.56
			ICE	22.56
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	80.00
		ELAN CORPORATE PAYMENT SYSTEMS	DMV LCF VEHICLE TAGS	61.66
			GRASS & WEED KILLER	219.98
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
			TOTAL:	1,956.13
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	78.80
			Fed WH	312.80
		INTERNAL REVENUE SERVICE	FICA	287.52
			Medicare	67.23
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.60
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	875.95
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	287.52
			Medicare	67.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.26
			Retirement 401	264.63
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 7/16-8/15/24	120.31
		GFL ENVIRONMENTAL	GG TRASH SERVICE	52.01
		ELAN CORPORATE PAYMENT SYSTEMS	GRASS & WEED KILLER	109.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	1,059.95

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

10	General Fund	106,522.10
20	Transportation	6,393.40
30	Water Fund	13,189.71
35	Sewer Fund	30,315.99
40	Ambulance Fund	7,780.00
45	Lee C. Fine Airport Fund	3,657.97
47	Grand Glaize Airport Fund	1,935.90

GRAND TOTAL: 169,795.07

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	MO MUNICIPAL LEAGUE	2024 MML CONF- M. WELTY	590.00
			RETURN CAMERA GRIP-COMMUNC	199.00-
		AMAZON CAPITAL SERVICES INC	CAMERA STRAP-COMMUNICATION	59.94
			CAMERA TRIPOD-COMMUNICATIO	139.98
			CAMERA BATTERY GRIP-COMMUN	87.95
			CAMERA EQUIPMNT-COMMUNICAT	5,537.41
			ADOBE SUB 8/24-10/24- MARK	260.52
		ADOBE INC	TOTAL:	6,476.80
Building Maintenance	General Fund	SURECUT LAWN CARE LLC	JULY GROUNDS MAINTENANCE	2,589.29
			CH FLOOR MATS	113.18
		CINTAS CORPORATION	TRASH BAGS & TOILET PAPER	132.23
			BATHROOM TOWELS	130.16
		LINDYSPRING LAKE OF THE OZARKS	COFFEE & PAPER TOWELS	67.77
			AUG WTR COOLER RENTAL & WA	69.80
			CH PEST CONTROL	105.00
		SHERLOCK HOME INSPECTIONS LLC	TOTAL:	3,207.43
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	FUSE HOLDER & RING TERMINA	20.96
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- CITY PARK PROJ	155.75
			TOTAL:	176.71
Human Resources	General Fund	VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	145.00
		SPORTSENGINE INC	PARKS SEASONAL BACKGROUND	23.00
			TOTAL:	168.00
Overhead	General Fund	MIDWEST PUBLIC RISK	DEDUCTIBLE CLAIM #MPR24025	1,000.00
			TOTAL:	1,000.00
Police	General Fund	PURCELL TIRE & RUBBER CO	NEW TIRES- PD 19	669.00
			FLAT REPAIR- PD 18	32.10
		MCCLAIN RADAR SERVICE LLC	RADAR & LIDAR CERT LABOR	980.00
			PD DEPARTMENT DECALS	150.00
		THE FINISHING TOUCH COMPANY	UNIFORM SHIRTS- K. SHELTON	210.00
			UNIFORM SHIRTS-J. SHELTON	116.00
		LEON UNIFORM CO INC	UNIFORM PANTS- J. SHELTON	210.00
			PD POLOS- PHILLIPS & KEAGY	90.00
		MIDWEST PUBLIC RISK	LEXIPOL 24-25 75%	6,249.85
			OIL CHNG & HUB CAP- PD 32	215.01
		HEDRICK MOTIV WERKS LLC	OIL CHNG & WIPER BLADES-PD	172.34
			OIL CHNG & CHECK ENG LGHT-	132.50
		MODERN MARKETING	BLOWER MOTOR REPAIR-PD24	205.05
			EVIDENCE BAG,TAPE,POLICE K	529.80
			TOTAL:	9,961.65
911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 8/1-8/31/	4,065.00
			TOTAL:	4,065.00
Engineering	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS-D. BOWMAN	44.50
			TOTAL:	44.50
Information Technology	General Fund	D&B POWER ASSOCIATES INC	UPS MX & SUPP 10/2024-9/20	8,140.00
			USB & MNTR ARMS-IT SPECIAL	70.67
		AMAZON CAPITAL SERVICES INC	HP PRINTER- IT SPECIALIST	228.84
			HP PRINTER- COURTS	228.84
			TOTAL:	8,668.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	RP LUMBER INC	PLYWOOD-CONCRETE ON PKWY	53.98
			LUMBER- CONCRETE JOB @ SHO	9.98
		MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	186.00
			TRIM LINE- WEEDEATER	172.43
		CROWN POWER & EQUIPMENT	MARKERS FOR FIBER LINE	95.52
		CORE & MAIN LP	1" MINUS/4-6" CLN-APPLE BL	2,767.39
		MAGRUDER LIMESTONE CO INC	TRANS DEPT UNIFORMS	243.55
		CINTAS CORPORATION	TRANS DEPT FLOOR MATS	15.86
			TRANS DEPT UNIFORMS	239.78
		PARKWAY PLAZA TIRE	TRANS DEPT FLOOR MATS	14.12
			MAF SENSOR- TRK 62	213.16
		AMAZON CAPITAL SERVICES INC	FLAT TIRE REPAIR-TRAILER #	25.00
			HYDRATE MIX & SUGAR	26.30
		COLLINS & HERMANN INC	HIGHLIGHTERS	3.46
			US FLAGS	17.95
		REEVES-WIEDEMAN COMPANY	HI VIS GEAR & GLOVES-D. ST	170.32
			LOCATOR PAINT	213.09
		NICK'S TRUE VALUE HARDWARE	OB PARKWAY GUARDRAIL	9,130.00
			MELODY LANE GUARDRAIL	7,780.00
		MARCO TECHNOLOGIES LLC	PARTS FOR PAINT MACHINE	117.24
		ARMOR EQUIPMENT	PARTS FOR PAINT MACHINE	12.85
		RAFTELIS	PW PLOTTER SUPPRT 7/26-8/2	35.93
		RAFTELIS	PARTS FOR STREET SWEEPER	319.39
			PW ASSESSMENT 7/1-7/31/24	<u>3,783.33</u>
		TOTAL:		25,646.63
Water	Water Fund	MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	108.50
			TRUCK 5898 BATTERY	167.05
		O'REILLY AUTOMOTIVE STORES INC	MARKERS FOR FIBER LINE	95.52
			WATER DEPT UNIFORMS	230.81
		CORE & MAIN LP	WATER DEPT FLOOR MATS	15.86
			WATER DEPT UNIFORMS	225.97
		CINTAS CORPORATION	WATER DEPT FLOOR MATS	14.11
			HYDRATE MIX & SUGAR	26.30
		AMAZON CAPITAL SERVICES INC	HIGHLIGHTERS	3.46
			US FLAGS	17.95
		GFI DIGITAL	LOCATOR PAINT	213.10
			UB PRNTR MAINT 7/11-8/10/2	11.34
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 7/26-8/2	35.93
			PW ASSESSMENT 7/1-7/31/24	<u>3,783.33</u>
		TOTAL:		4,949.23
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	CORE BIT RENTAL-VAPEX 54-7	79.35
			MINI EXCAVATOR RNTL-TIMBER	567.22
		AMOS SEPTIC SERVICE INC	PUMPOUT @ OSAGE VILLAGE IN	350.00
			PUMPOUT @ SCHMIDT'S MOTEL	312.50
		MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	155.00
			OB TL03 IMPROV-MARGARITAVI	8,015.30
		HORNER & SHIFRIN INC	HYDRAULIC KIT- PUMP REPAIR	1,889.11
		MUNICIPAL EQUIPMENT CO	MOTOR SAVERS-STOCK RPLCMNT	363.75
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL-SMALL PUMP TRK #	25.96
			INV TO BID- VACUUM TRK 300	136.85
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- VACUUM TRK 350	136.85
			PARTS-WINDSOR STATION REPA	38.21
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS- LAZY DAYS PANEL REP	179.51
			PARTS- SWR ELECTRICAL REPA	132.88
		BUTLER SUPPLY CO		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAM STEEL SUPPLY	PARTS FOR PANEL REPLACEMEN	96.00
		CORE & MAIN LP	PARTS FOR LINE REPAIRS	325.26
			PARTS FOR LIFT STN REPAIRS	2,325.81
			MARKERS FOR FIBER LINE	95.52
			PARTS FOR REPAIR-ROCKWAY	420.62
			PRTS FOR STN 54-3 PLUMBING	20.40
			PLUMBING GASKET	49.78
			PLUMBING GASKETS	78.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	398.77
			SEWER DEPT FLOOR MATS	15.86
			SEWER DEPT UNIFORMS	329.23
			SEWER DEPT FLOOR MATS	14.12
		LO ENVIRONMENTAL LLC	WW & DW SAMPLES	180.00
		MCINTIRE MANAGEMENT GROUP	SCENT FOR HYVENTS	1,466.30
		AMAZON CAPITAL SERVICES INC	HYDRATE MIX & SUGAR	26.29
			HIGHLIGHTERS	3.46
			US FLAGS	17.95
			LOCATOR PAINT	213.09
		REEVES-WIEDEMAN COMPANY	PARTS FOR AIR CHECKS	45.55
		GFI DIGITAL	UB PRNTR MAINT 7/11-8/10/2	11.34
		NICK'S TRUE VALUE HARDWARE	PARTS FOR STATION REPAIR	35.94
			INSECT BARRIER- SHOP	26.99
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 7/26-8/2	35.94
		CORRO-TECH CT INDUSTRIAL PRODUCTS	AIR MONITOR	527.49
		RADWELL INTERNATIONAL LLC	RADWELL STARTER CREDIT	2,995.00-
			SOFT START REPAIR	3,505.00
			SOFT START REPAIR	3,257.00
		RAFTELIS	PW ASSESSMENT 7/1-7/31/24	3,783.34
		HARBOR FREIGHT TOOLS USA INC	CABLE CUTTERS,TAPE,PIPE TA	<u>194.76</u>
			TOTAL:	26,887.30
Ambulance	Ambulance Fund	DOUGLAS G WILSON DO PC	JULY MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	75.80
			MEDICAL SUPPLIES	53.00
			MEDICAL SUPPLIES	113.48
		QUADMED INC	MEDICAL SUPPLIES	1,500.76
		NICK'S TRUE VALUE HARDWARE	LITHIUM BATTERIES	<u>339.98</u>
			TOTAL:	3,083.02
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,612 GAL LCF JET FUEL	23,430.66
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 8/1-10/31/24	<u>2,944.50</u>
			TOTAL:	26,375.16
Grand Glaize Airport	Grand Glaize Airpo	STRAIGHT FLUSH PLUMBING LLC	GG TRMNL WTR HEATER RPLCMN	1,185.00
		MESSICK FARM EQUIPMENT INC	HOSE	59.18
			CAP & SEAL	<u>130.55</u>
			TOTAL:	1,374.73

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

10	General Fund	33,768.44
20	Transportation	25,646.63
30	Water Fund	4,949.23
35	Sewer Fund	26,887.30
40	Ambulance Fund	3,083.02
45	Lee C. Fine Airport Fund	26,375.16
47	Grand Glaize Airport Fund	1,374.73

GRAND TOTAL: 122,084.51

TOTAL PAGES: 4

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



Planning Dept: NA
Sewer Dept: NA
License #: _____

RD V 37500

LIQUOR LICENSE APPLICATION

Date of Application: 7-29-24 Date 7-29-24

Applicant Name: Michael T Jones
(As it is to appear on license. If corporation, name of corporation and managing officer)

Application Received: _____

Name of Establishment: Smokin Jones BBQ 573-693-9076

Physical Address: 5837 Osage Beach Parkway Osage Beach MO 65065

Mailing Address: 8420 S St Hwy 7 Montreal MO 65591

- ☐ New Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

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

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *Second Reading*

Requested Action:

Second Reading of Bill #24-50

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

On April 6, 2023, the Board approved Ordinance 23-16 with a floor amendment. The amendment was missed when sending for final codification.

City Attorney Comments:

Per City Code 110.230, Bill 24-50 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 235
SECTIONS 235.170 LOCATION CONTAINERS

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

Section 1

Section 235.170 Location of Containers.

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

Section 2. Severability

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

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

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

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

READ FIRST TIME: July 18, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.50 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. 24.50

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Federal Highway Administration Office of Safety for the Safer Streets For All Grant. *Second Reading*

Requested Action:

Second Reading of Bill #24-52

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

In December of 2023, the City was awarded the Safer Streets for all grant from the Federal Highway Administration office of Safety. This grant will provide much-needed research data that will guide staff through needed safety improvement as the City of Osage Beach continues to grow. Additionally, it will allow us to test bike lanes on the west side of the parkway and in other locations to identify if this is something that the community needs. This is a million dollar research grant and this is the first step in moving forward with the grant process.

Next steps include:

Forming a committee made of City Staff, Elected Officials, and local interested parties, hiring a grant administrator to insure strict adherence to this agreement, and then hiring a consultant to carry out this research.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-52 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 SIGN AN AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION OFFICE OF SAFETY FOR THE SAFER STREETS FOR ALL GRANT.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Safer Streets for all Grant which is attached as 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. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: August 1, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No.24.52 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 24.52.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

1. **Federal Award No.**
693JJ32440658
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065-3058

Unique Entity Id.: HKJUTFMG5KE7
TIN No.: 43-0887515
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – May 31, 2026
7. **Total Amount**
Federal Share: \$800,000
Recipient Share: \$200,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$1,000,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSA240539PR
11. **Federal Funds Obligated**
Base Phase: Pre-NEPA: \$680,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.4
1010.610066
14. **Description of the Project**
This award will be used by the City of Osage Beach to develop a comprehensive safety action plan; pilot temporary bike lanes on Osage Beach Parkway and collector streets using high visibility striping, signage, and delineators; and complete conceptual design to increase safety on City streets and eliminate fatal crashes.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Michael Harmison
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Osage Beach (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Safety and Equity for Osage Beach Streets.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safety and Equity for Osage Beach Streets

Application Date: 07/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$800,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA: Planning and Studies (includes Preliminary Phase and Demonstration Phase planning activities such as preliminary design and NEPA)	\$680,000	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$24,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Demonstration Phase Construction	\$96,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – May 31, 2026

Phase 1 Budget Period: [reserved]

Phase 2 Budget Period: [reserved]

2.5 Grant Designation.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA: The first phase of this award will include the development of a comprehensive safety action plan, preliminary design activities related to the temporary bike lane demonstration project, and the development of environmental review documents necessary for NEPA approval. The NEPA packet will be submitted to FHWA for review and approval. This phase also includes conceptual design to increase safety on City streets and eliminate fatal crashes.

Option Phase 1: Final Design: This phase includes final design for the demonstration project. No right-of-way or utility relocation will take place.

Option Phase 2: Construction: This phase includes the construction of the demonstration project to pilot temporary bike lanes on Osage Beach Parkway and several collector streets using high visibility striping, signage, and delineators. The evaluation of the demonstration project, incorporation in the action plan, and final reporting will take place in this phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	December 31, 2024
Planned Draft Plan Completion Date:	April 30, 2025
Planned Final Plan Completion Date:	August 31, 2025
Planned Final Plan Adoption Date:	October 31, 2025
Planned SS4A Final Report Date:	December 31, 2025

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	April 30, 2025
Planned Construction Start Date:	June 1, 2025
Planned Evaluation Period End Date:	October 31, 2025
Planned SS4A Final Report Date:	December 31, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$800,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$175,000
In-Kind Match:	\$25,000
Other Funds:	\$0
Total Eligible Project Cost:	\$1,000,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$434,000.00		\$434,000.00
Land, structures, rights-of-way, appraisals, etc.			
Relocation expenses and payments			
Architectural and engineering fees	\$260,000		\$260,000
Other architectural and engineering fees	\$170,000		\$170,000
Project inspection fees			
Site work			
Demolition and removal			
Construction	96,000.00		96,000.00
Equipment			
Miscellaneous			
Contingency	\$40,000		\$40,000
Project Total	\$1,000,000		\$1,000,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Mike Welty
Assistant City Administrator
City of Osage Beach
1000 City Parkway Osage Beach Mo 65065
573-302-2000
mwelty@osagebeach.org

4.2 Recipient Key Personnel.

Name	Title or Position
Mike Welty	Assistant City Administrator
Abby Berreth	Accounts Payable Clerk

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Missouri
Agreement Officer's Representative (AOR)
3220 W. Edgewood Drive, Suite H
Jefferson City, MO 65109
573-636-7104
missouri.fhwa@dot.gov

and

Rebecca Rost
Missouri Division Office Lead Point of Contact
Environmental Protection Specialist
3220 W. Edgewood Drive, Suite H
Jefferson City, MO 65109
573-638-2623
rebecca.rost@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the

Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Osage Beach, MO

Baseline Measurement Date: June 01, 2025

Baseline Report Date: August 01, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: No change.

Schedule: No change.

Budget: No change.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				N/A

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Osage Beach's SS4A project, developed in partnership with Branches for the Lake, aims to improve transportation safety, equity, and livability for all residents and visitors, with a particular focus on underserved communities. The project includes multimodal mobility investments that will proactively create new connections and opportunities for underserved communities that have been historically underserved by transportation.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The City of Osage Beach's SS4A project, developed in partnership with Branches for the Lake, aims to enhance transportation safety, equity, and livability while addressing climate change and environmental justice impacts. The project will support a modal shift in movement by piloting temporary bike lanes.

The Climate and Economic Justice Screening Tool lists Osage Beach as an underserved community with a low-income population in the 75th percentile nationally. The USDOT ETC Explorer lists Osage Beach as a disadvantaged community for Transportation Insecurity in the 66th percentile nationally. The median age of Osage Beach residents is 49.5 years, higher than the national average of 38.7. NHTSA data shows that motor vehicle fatalities involving elderly drivers increased 32 percent from 2010 to 2019. The construction of U.S. Highway 54 in 2011 created a physical barrier (Grand Glaize Bridge) between the north and south areas of our community. Highway traffic is the only legal mode of transportation across the limited access bridge – there are no sidewalks or alternative transportation lanes. North of the bridge lies most of the schools, all the grocery stores, a large portion of the retail stores, and most of the low-income housing. On the south side of the bridge lies the hospital, most medical services, and governmental offices. Since the reclassification of Osage Beach Parkway from a U.S. Highway to a Major Collector, the posted speed limit has been set to 45 MPH. This vehicular speed limit negatively impacts the safety for active transportation users. According to AASHTO, shared roadways should only be placed where vehicular speeds post 35 MPH or under. Pedestrian access throughout the city is also in need of improvement. For example, approximately 50% of the city has sidewalks, but none connect schools to residential neighborhoods. In developing the Safety Action Plan, the City of Osage Beach will prioritize strategies to increase connectivity through coordination of mobility hubs and demand-responsive mobility services by removing access barriers that allow people to live, work, play, and move freely and safely throughout the city. By slowing traffic and adding safe micro-mobility transportation, businesses will see increased traffic flow, previously closed business on the south side of the bridge by the HWY 54 bypass may reopen and potential for affordable housing development is increased. Community engagement efforts will seek input from vulnerable populations most likely to experience poor outcomes resulting from negative social determinants, including elements of the built environment to make sure appropriate quantitative and qualitative data sources are identified to define, and measure the project impact on quality of life for ALL residents. Participation promotion efforts will include public surveys, stakeholder interviews, facilitator-led focus groups, storyboarding, reimbursement for time and knowledge to local community organizations and community members, childcare at public meetings, and virtual and in-person platforms. In addition, a volunteer task force representative of the city demographics will be created to connect with community members where they live and congregate by visiting low-income housing sites, workforce development centers, senior centers, state public assistance offices, Older American Transportation Service users, health clinics, etc. to solicit input for the action plan. We will work with the Osage Nation to include Native American markers and artwork to connect area with their culture while protecting sacred lands.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrates, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

We will accomplish this by following Osage Beach City Ordinance Section 125.030 Human Resources General Provisions. Affirmative Action Program And Equal Opportunity Policy.

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed \$176,744.00. *Second Reading*

Requested Action:

Second Reading of Bill #24-54

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-774269 Tower and Well Improvements

FY2024 Budgeted Amount: \$451,700

FY2024 Expenditures to Date (07/23/24): (\$ 32,938)

FY2024 Available: \$418,762

FY2024 Requested Amount: \$176,744

Department Comments and Recommendation:

This project was bid out in early June and bids were opened on 07/09/2024. The City only received one bid from Construction Concepts. This contractor was recently awarded the contract for the park bathroom project, so their reference had already been checked. This project replaces the roofs and doors on all of our well-houses except the newest one. In addition to the base bid, Public Work would like to include add alternate #4 and #5 as these two are the ones in the worst condition.

The construction budget for this project is \$178,000, so this project is within budget.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-54 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24-54

ORDINANCE NO. 24.54

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONSTRUCTION CONCEPTS CORPORATION FOR WELL HOUSE REPAIRS PROJECT FOR AN AMOUNT NOT TO EXCEED \$176,744.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Seventy-Six Thousand Seven Hundred Forty-Four Dollars. (\$176,744.00)

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

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

READ FIRST TIME: August 1, 2024 READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.54 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. 24.54.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Well House Repairs

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:

WELL HOUSE REPAIRS

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 **CONTRACT DAYS 110** 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.

Well House Repairs

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

Well House Repairs

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 6/24/24
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.

TOTAL BID IN WRITING: One hundred thirty six thousand two hundred fifty four dollars

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bluff Tower Well House	LS	1	33,324.00	33,324.00
2	Columbia Well House #1	LS	1	23,305.00	23,305.00
3	Columbia Well House #2	LS	1	20,367.00	20,367.00
4	Passover Well House	LS	1	15,966.00	15,966.00
5	Swiss Well House #1	LS	1	13,121.00	13,121.00
6	Swiss Well House #2	LS	1	13,166.00	13,166.00
7	Force Account	LS	1	\$10,000	10,000.00
Total Base Bid					136,254.00

6/24/2024

Bid Form
(Addendum No. 1)

BF-1

Construction Concepts Corporation

City of Osage Beach

Well House Repairs

(OB24-02)

BID QUALIFICATIONS

No drywall work included.

No work inside buildings, other than doors.

No nights or weekend work.

No permits or fees in bid.

No asbestos abatement.

No taxes in bid.

Not responsible for unforeseen rotten plywood decking.

BASE BID INCLUDES THE FOLLOWING NOT LISTED:

PERFORMANCE BOND : \$3,502.50

BUILDER'S RISK INSURANCE: \$3,502.50

TOTAL ADDED TO BASE BID: \$7,005.00

Well House Repairs

Add Alternate #1 - Bluff Tower Well House:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
2	Replace Fascia/Rake Trim/Gutters/Downspouts	LS	1	5,002.00	5,002.00
Total Add Alternate #1					15,778.00

Add Alternate #2 – Columbia Well House #1:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
Total Add Alternate #2					10,776.00

Add Alternate #3 – Columbia Well House #2:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
2	Replace Fascia/Rake Trim/Gutters/Downspouts	LS	1	5,002.00	5,002.00
Total Add Alternate #3					15,778.00

Add Alternate #4 – Passover Well House:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
2	Vinyl Siding	LS	1	10,334.00	10,334.00
Total Add Alternate #4					21,110.00

Add Alternate #5 – Swiss Well House #1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
2	Replace Fascia Boards & Soffit/Install New Boards, Pre-Finished Metal Fascia Trim, Soffit & Vinyl Siding	LS	1	8,604.00	8,604.00
Total Add Alternate #5					19,380.00

Add Alternate #6 – Swiss Well House #2:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Standing Seam Roof	LS	1	10,776.00	10,776.00
2	Replace Fascia/Rake Trim/Gutters/Downspouts	LS	1	5,002.00	5,002.00
Total Add Alternate #6					15,778.00

Well House Repairs

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 77 Storage Road, Eldon, MO 65026 this 8th day of July, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Well House Repairs

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:

Construction Concept Corporation

Name of Corporation

By



Signature & Title

Robert Moore, Vice-President & Secretary

Typed or Printed Name

ATTEST:



Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Robert Moore

Typed or Printed Name

Business Address of Bidder:

77 Storage Road

Eldon, MO 65026

Telephone No. 573-392-0033

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Todd Moore

40 Whitworth Drive, Glen Carbon, IL 62034

Secretary

Robert Moore

77 Storage Road, Eldon, MO 65026

Well House Repairs

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>
Mid County Fire Protection District	2019	Steel Bldg, 42,00.00 sq ft	300,900.00
City of Lebanon EMS Bldg.	2020	Remodel, 30 x 75	110,970.00
Osage Beach Outlet Mall	2015	Beam Replacement	49,775.00
Osage Beach Outlet Mall	2018	Balcony Replacement	380,000.00
City of Osage Beach, Senior Center	2013	New Building	750,000.00
City of Osage Beach, Public Works Bldg	2015	Building Remodel	287,000.00
Bandana's BBQ	2005	New Building	500,000.00

- b. List of equipment available for this job.

Tools required to do wood framing

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

(Name) (Type of Work)

Above & Beyond Roofing Roofing

This report is an integral part of the proposal.

Dated July 8, 2024

By Robert Moore

Title Vice-President

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 Construction Concepts Corporation

Address 77 Storage Road, Eldon, MO 65026

Internal Revenue Service Employer Identification Number 37-1043911

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 Yes X No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. NA 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 \$ 136,254.00

3. Anticipated performance period 90 days.

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

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

Well House Repairs

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

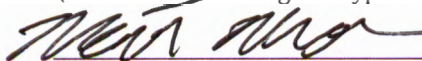
The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are 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 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, 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.

Robert Moore, Vice-President

(Name and Title of Signer - type written)



Signature

7/8/2024

(Date)

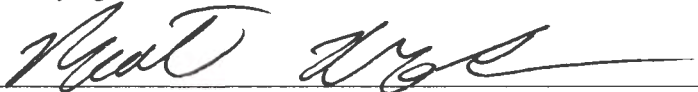
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Robert Moore, certify that I am Vice-President of
(Name of person signing certificate) (Title of person signing Certificate)
Construction Concepts Corporation and _____
(Company Name) (Name of Person Signing Bid Bond)

was then _____ 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.


Signed by the Authorized Officer or manager of the Bidder
Robert Moore, Vice-President, Construction Concepts Corporation
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF _____)
COUNTY OF _____) 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), _____
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) _____ 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 _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____, 20 ____.

Well House Repairs

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Construction Concepts Corp.
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 Above and Beyond Roofing, LLC
Address 1212 Spring Valley Rd Osage Beach MO
Internal Revenue Service Employer Identification Number 38-3772232

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 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? X 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 X No.

- 2 Dollar amount of proposed subcontract Shingle \$2750 per building
- 3 Anticipated performance period 4 hours per building metal \$8600 per building
- 4 Expected total number of employees who will perform the proposed subcontract 4
- 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

5/10/2024

Equal Opportunity Clause

EEO-3

Well House Repairs

(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.

Jeff Carroll Sales
(Name and Title of Signer - type written)

Jeff Carroll 7-8-24
Signature (Date)

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

5/10/2024

Equal Opportunity Clause

EEO-4

BID OPENING

Well House

7/9/2024

11:00 am

The following bids were opened by Tara Berreth and witnessed by Abby Berreth.

Bidder Name

Amount of Bid

Construction Concepts Corp

\$136,254.00

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Presentation - Public Works organizational assessment, key findings and recommendations by Raftelis.

Requested Action:

Presentation

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:

At the November 16, 2023 Board of Alderman meeting, the board approved Raftelis to conduct an organizational assessment of Public Works. To complete this assessment, the project team engaged with 10 staff members from the Public Works Department, the Mayor, the City Administrator, the Assistant City Administrator, and an Alderman. The perspectives from staff and City leadership were combined with an analysis of available data and information related to current workloads and staff performance. When possible, this information was compared to best practices to define a series of recommendations for service enhancement. Overall, the assessment yielded several important conclusions.

City Attorney Comments:

City Administrator Comments:

Not Applicable



City of Osage Beach Public Works Department

Organizational Assessment Key Findings and Recommendations

August 2024



Agenda

1. Project Purpose and Approach
2. About the Public Works Department
3. Key Findings and Recommendations
4. Discussion
5. Next Steps

Project Purpose



Compare performance approach against industry standards and best practices.



Evaluate the organization, structure, and processes to assess impacts on operations.



Identify structure, technology, process, and policy enhancements.

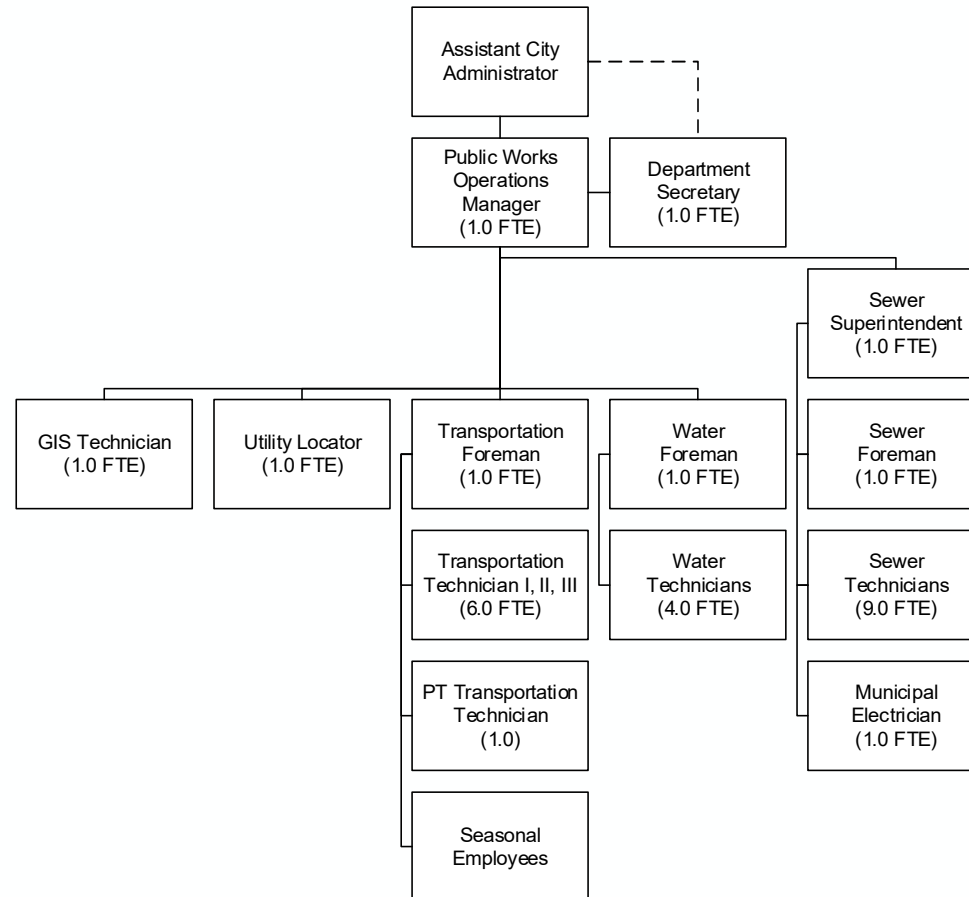


Define recommendations to improve efficiency and effectiveness.

About the Public Works Department



Organizational Structure



Key Findings and Recommendations



Key Findings

- Osage Beach's water and sewer systems are expensive and complex systems to maintain
 - › Small size of system lacks economies of scale
 - › Approximately 1,200 grinder pumps and lift stations to maintain and operate
 - › 90% of sewer lines are force mains
 - › Roughly 4,000 permanent residents but must maintain capacity to serve many times that number
 - › Water system is technically two separate systems – less margin for error

Key Findings

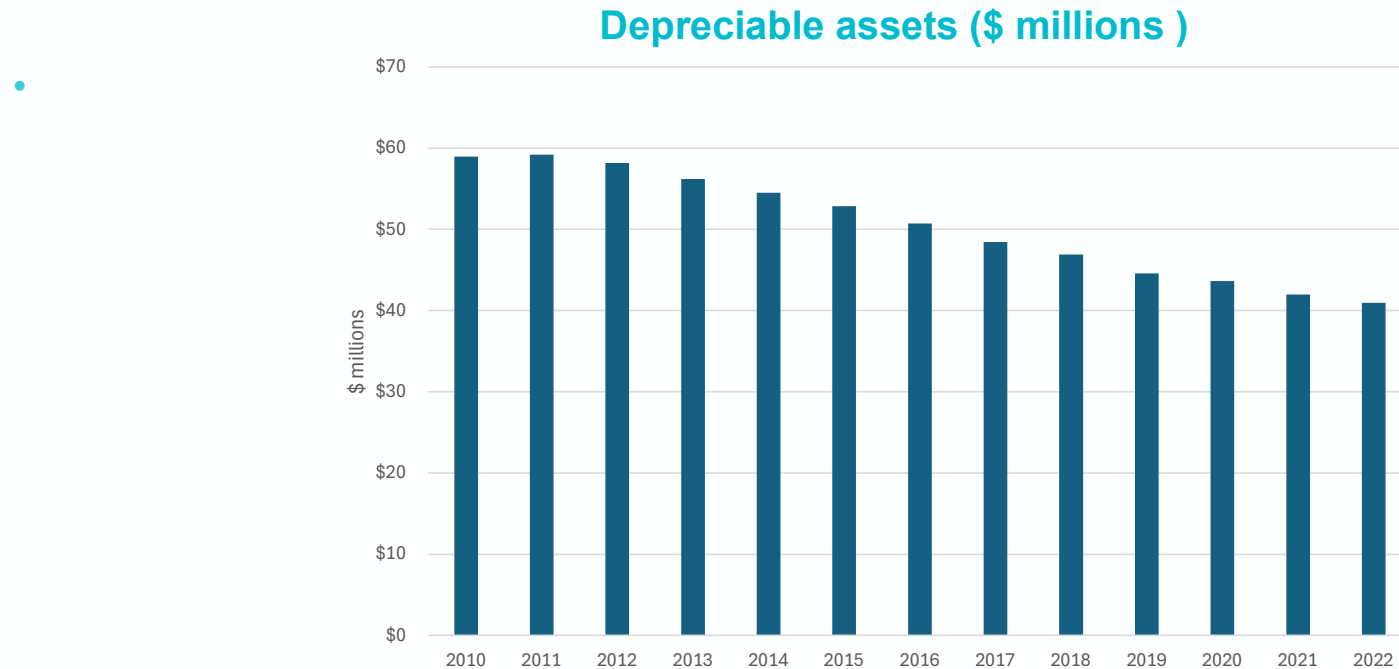
- Capital improvement tax has subsidized the water and sewer funds – hiding the true cost to sustain the system
- Numerous rounds of staff turnover have largely eliminated institutional knowledge
- Water and sewer systems are “young” compared to most utilities, but performance is more in line with older systems
- For a variety of reasons, the broad asset management strategy has been “run to failure”
- There appears to be a culture of maximizing cost savings in the short term that could be a detriment to the long-term value of the organization

Asset Management/ Preventative Maintenance



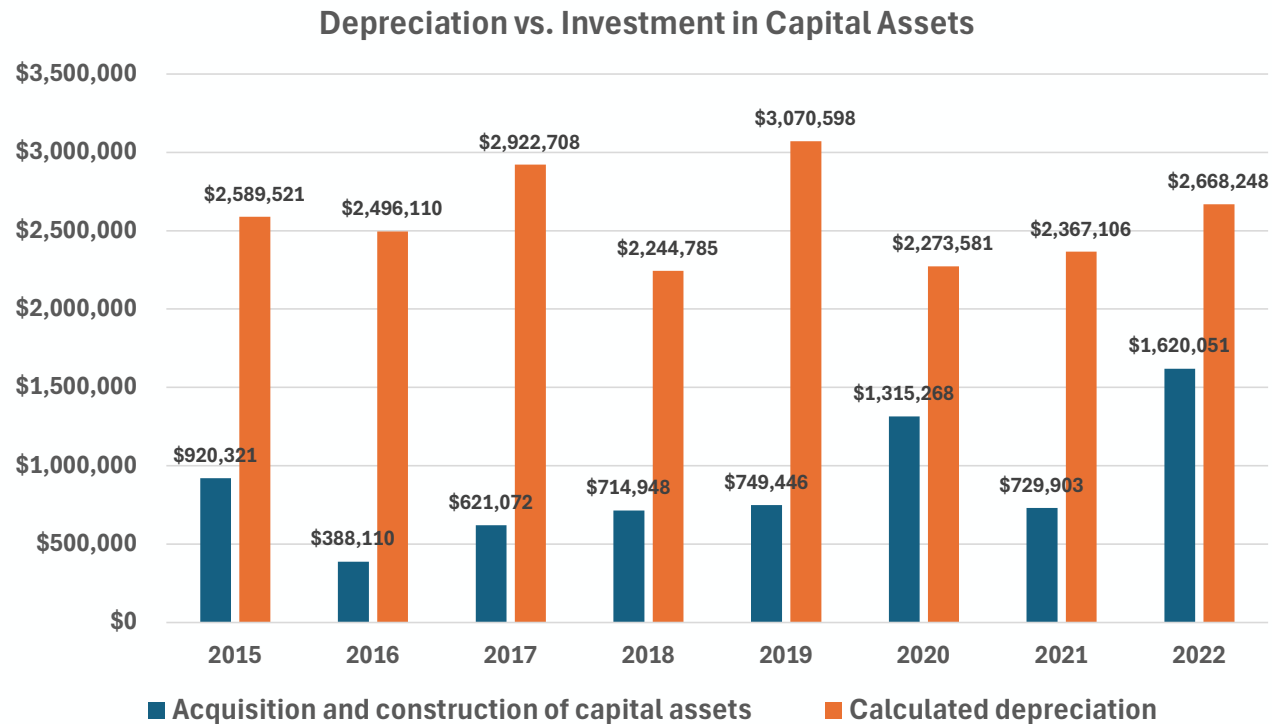
Asset Management / Preventative Maintenance

- The utility systems have been “living off” depreciation for a long time



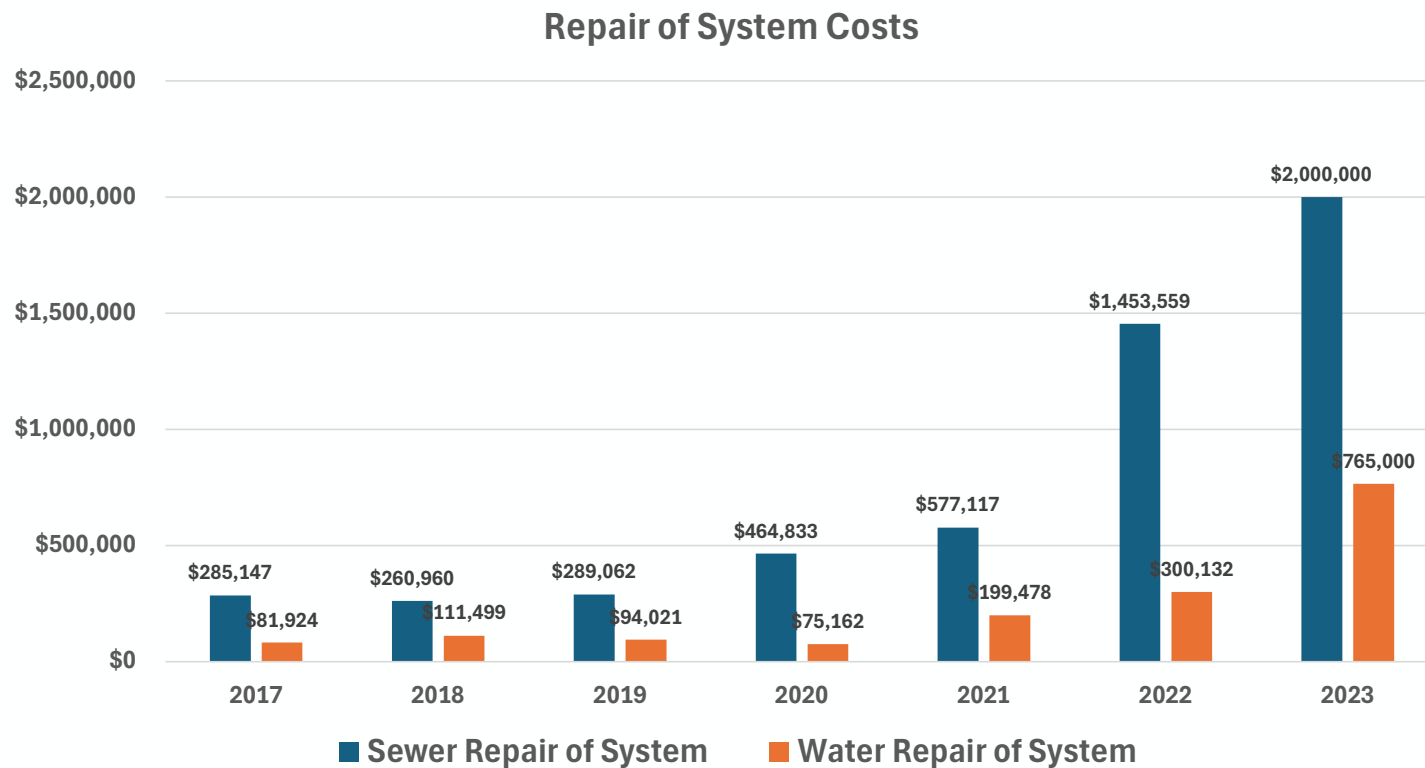
Asset Management / Preventative Maintenance

- The utility systems have been “living off” depreciation for a long time



Asset Management / Preventative Maintenance

- Costs to repair the system have grown rapidly



OpenGov

- **Observations:**

- › Public Works is implementing a new Computerized Maintenance Management System (CMMS)
- › The success of a CMMS is dependent upon its implementation and ongoing support
- › A CMMS is a key tool to understand and track asset management data

- **Recommendations:**

- 1. Designate a CMMS administrator or "super-user" to be the primary resource for OpenGov**
 - This person should be the technical point person for the software, should perform quality control checks on entered data, and be responsible for reporting from the system

Sewer Condition Assessment

- **Observations:**

- › Sewer lines are reaching an age where conditions should be monitored, and rehabilitation and replacement should be considered
- › Most gravity sewer lines have not been visually assessed
- › A small CCTV project located a number of manholes that did not exist in any system of record before
- › A major failure on a force main has occurred

- **Recommendations:**

- 2. Conduct a CCTV condition assessment of gravity sewer lines**
 - Timing may be most appropriate once new CMMS is implemented
- 3. Conduct a Level 1 assessment of force mains, followed by a Level 2 assessment for appropriate lines**

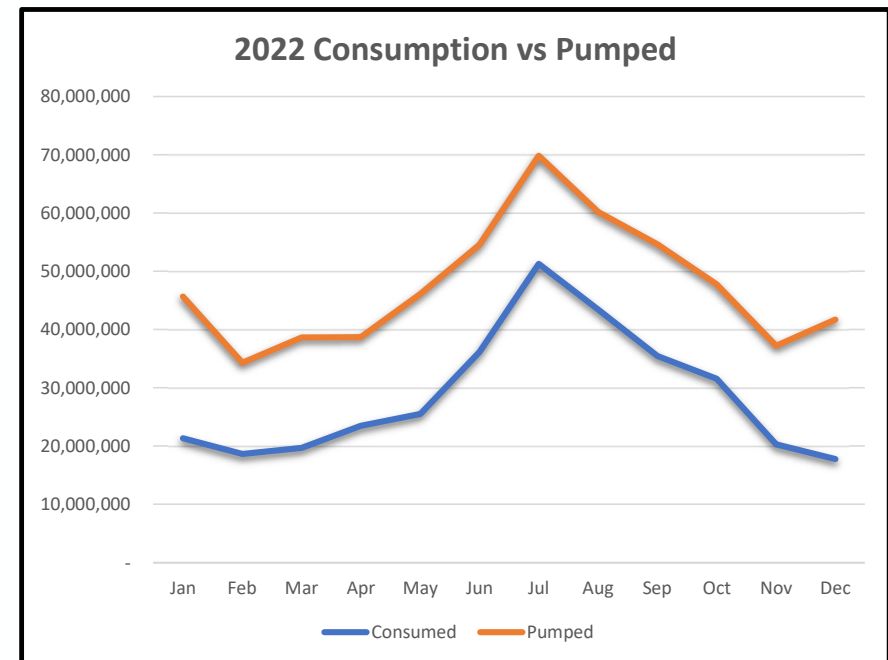
Water Loss

- **Observations:**

- › Water loss rates are high given the age of the system
- › The water system is capacity constrained, so addressing water loss can improve system reliability

- **Recommendations:**

- 4. Perform an AWWA Water Audit to quantify water loss**
 - If possible, do two separate audits on the two separate distribution systems
- 5. Conduct a leak survey of the distribution system**



Water and Sewer Master Plans

- **Observations:**

- › Neither water nor sewer has a current master plan
 - The City is currently working on a water master plan
- › Master plans create a framework for capital renewal and growth, assuring adequate reliability and capacity for the systems
- › After master plans have been developed, the prioritized project lists should be used to develop a 10-year CIP for each utility

- **Recommendations:**

- 6. Develop master plans and 10-year Capital Improvement Plans (CIPs) for both the Water and Sewer Utilities**

Cost of Service / Rate Study

- **Observations:**

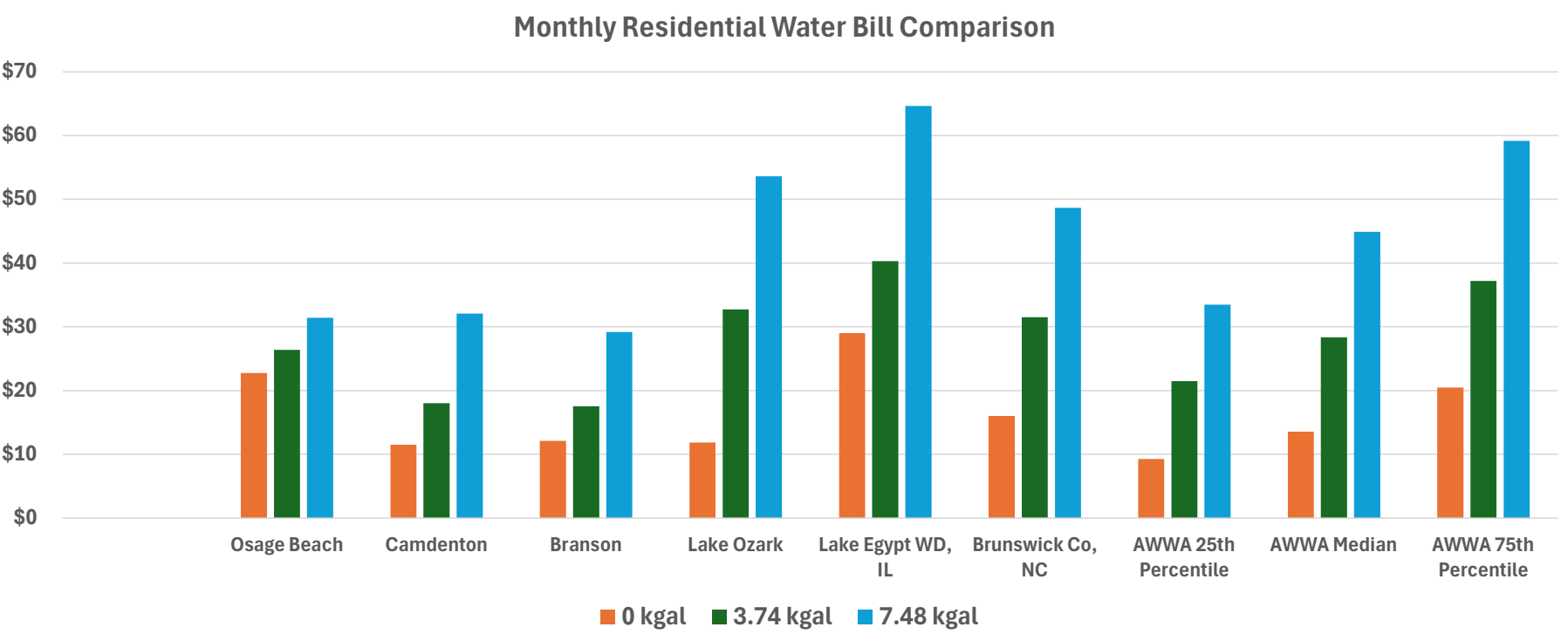
- › Capital Improvement Tax has subsidized utility debt service, hiding the true cost of service to ratepayers
- › Capital reinvestment and PM activities indicate a level of underinvestment
- › Large influxes of visitors require a small system to maintain capacity to serve large numbers of customers

- **Recommendations:**

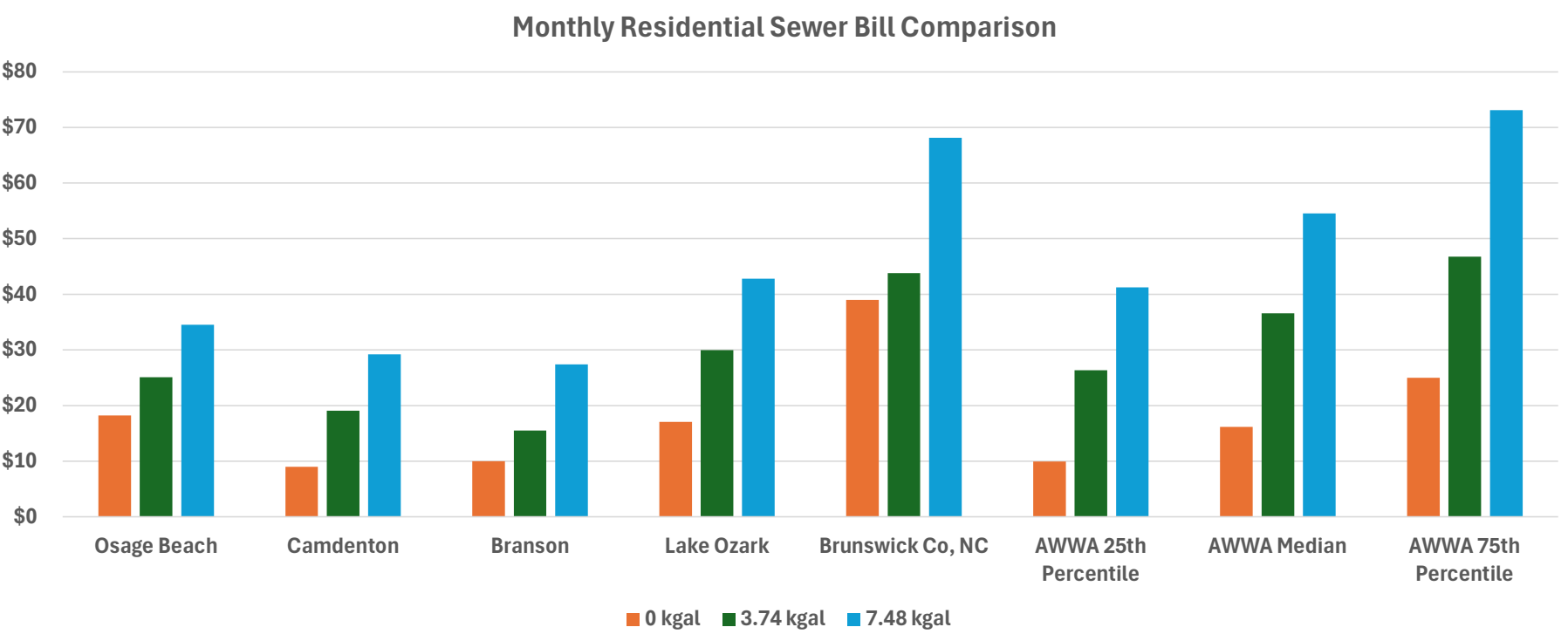
- 7. Conduct a rate study to provide long-term financial planning once master plans and CIPs are developed**

- As part of this study, perform a cost-of-service analysis to more equitably recover rate revenue
 - Define and adopt customer classes appropriate for the community

Monthly Residential Water Bill



Monthly Residential Sewer Bill



Equipment

- **Observations:**

- › Department operates a single vacuum truck for collection lines and lift stations
- › Vacuum trucks can be also be used for water operations
- › Due to their difficult operating environments, vacuum trucks have a reputation for requiring significant maintenance

- **Recommendations:**

- 8. Work toward obtaining a second vacuum truck**

- A second truck would benefit the department when there are emergencies, high workload demands, or when one truck is out of commission
 - Addition should be strategic

Staffing and Recruitment / Retention



Strategic Leadership

- **Observations:**

- › The organization has significant strategic needs
 - Major questions about dedicating limited resources to significant asset needs must be addressed
 - How to best address the number of SSO's?
 - How should pump and pipeline R&R be prioritized?
 - What condition assessment activities should occur?
 - What PM activities and schedules should be performed? What staff are required to execute that maintenance program?
- › Public Works no longer has a Public Works Director

- **Recommendation:**

- 9. Hire an experienced Public Works Director**

- This individual should be tasked with identifying and assuring system performance goals and determining the maintenance and capital levels of service necessary to meet those goals

Water and Sewer Staffing

- **Observations:**

- › Staff report that there is no PM activity due to lack of capacity, system condition, and no identified PM programs

- **Recommendations:**

- 10. Determine an appropriate preventative maintenance schedule for both Water and Sewer**

- Based on this schedule, sewer should hire additional staff necessary to provide this level of service

- 11. Monitor the need for additional Water and Sewer Utility staffing**

- Additional staff may be needed to provide capacity for PM activities
 - Additional staff would limit the effects of position vacancies when they occur

Recruitment and Retention

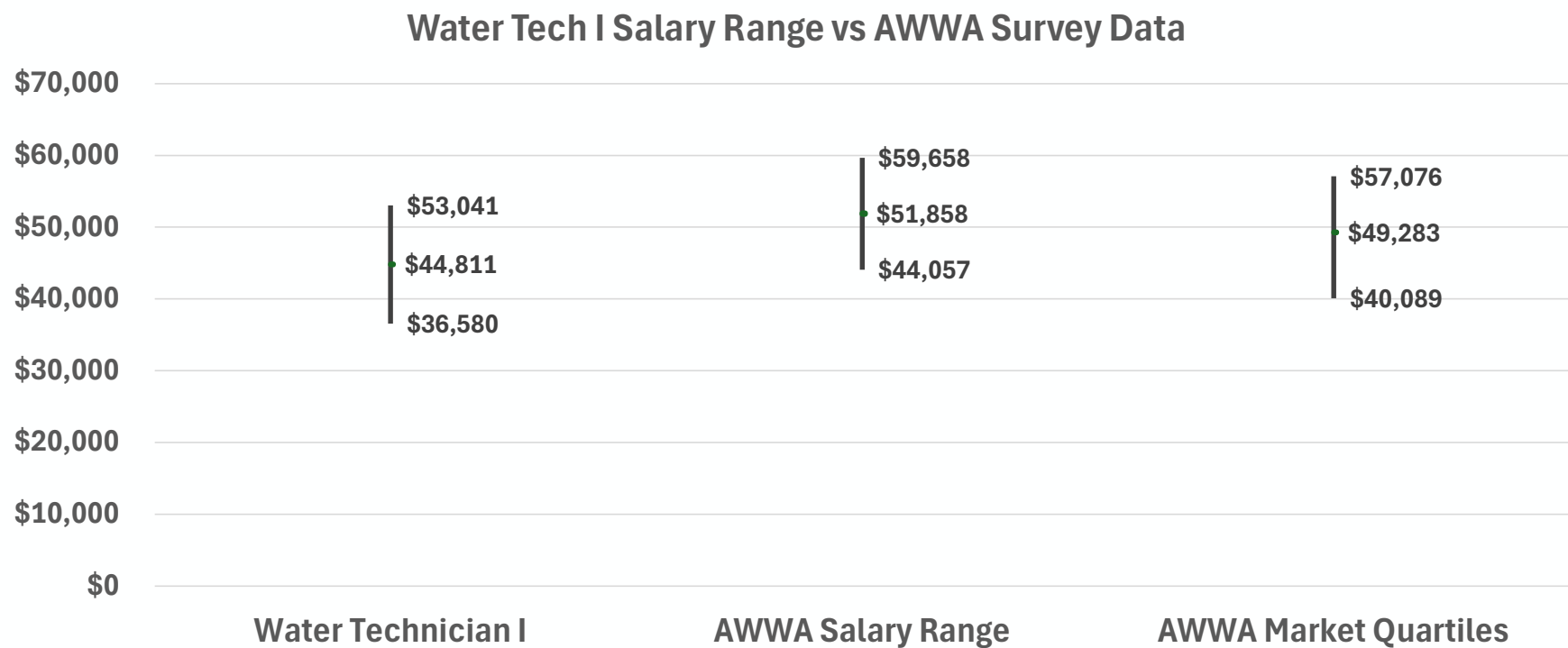
- **Observations:**

- › There is an industry-wide discussion going on right now regarding utility staff pay, especially for operators and technicians
- › Water and sewer systems are unique and not comparable to neighboring jurisdictions
- › Osage Beach's water and sewer salaries are below national industry averages
- › The City has had trouble filling roles, particularly in Sewer
- › The City operates in a challenging labor market

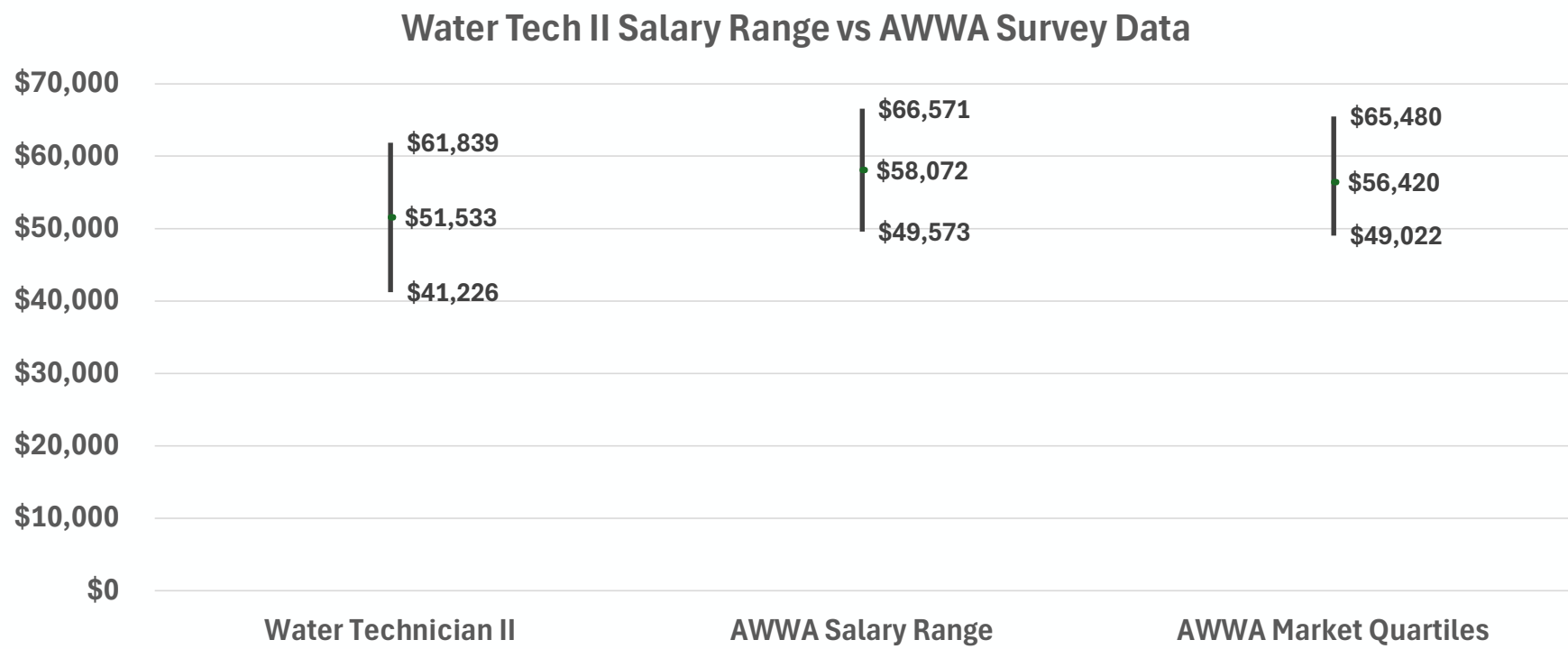
- **Recommendations:**

- 12. Reassess salary structures, especially at the bottom of the pay scale**

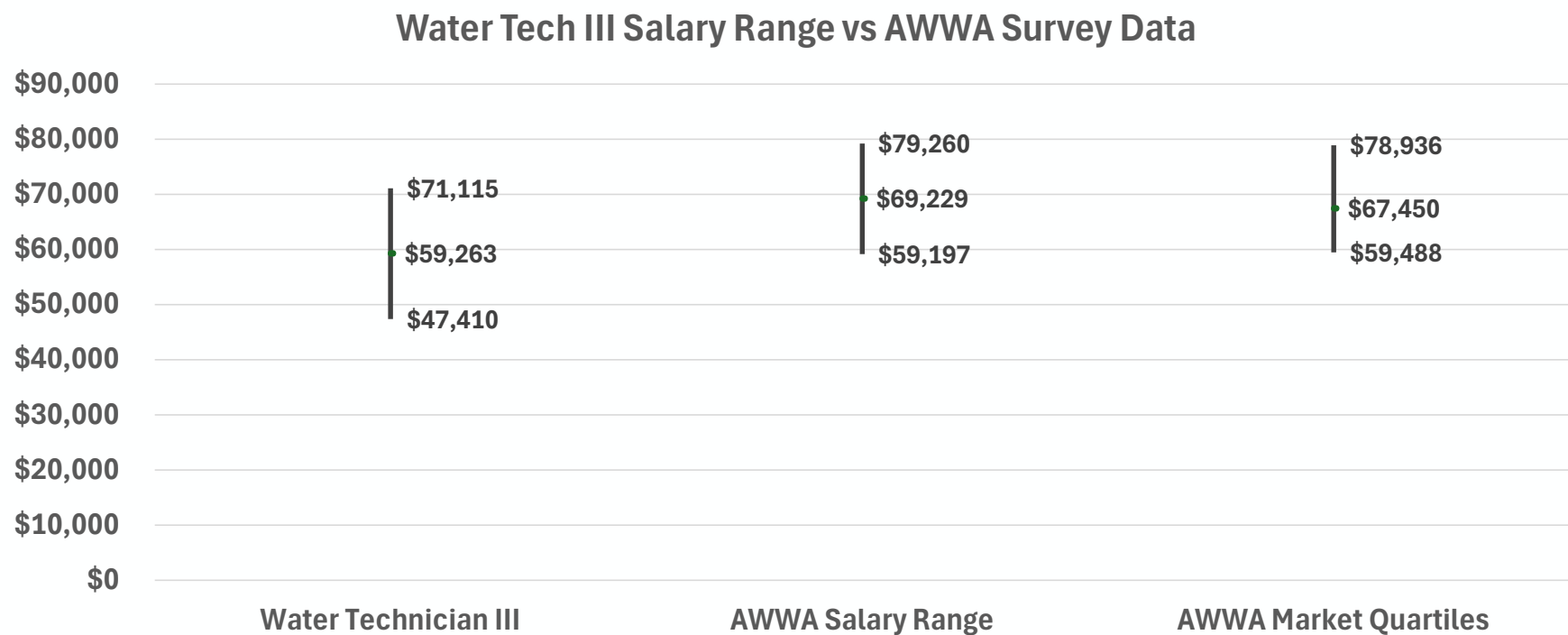
Comparison of Water Tech I Pay



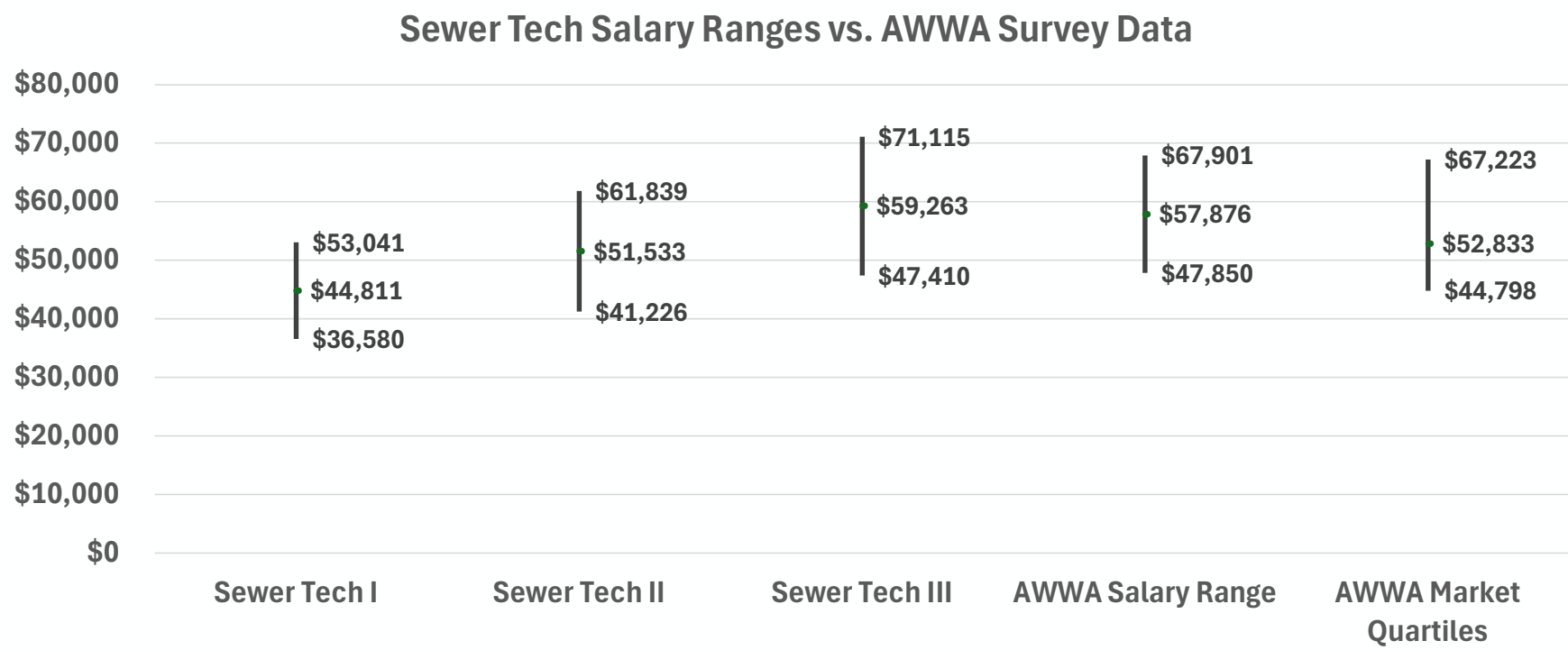
Comparison of Water Tech II Pay



Comparison of Water Tech III Pay



Comparison of Sewer Tech Pay



Administrative Support

- **Observations:**

- › A single Administrative Assistant serves the Department's needs through various clerical and administrative roles
- › Department was previously staffed with two Administrative Assistants
- › Workload demands have increased
- › Role performs key functions that no one else in the Department does

- **Recommendations:**

- 13. Hire a part-time Administrative Assistant**

- Provides backup and support
 - Improves access for the public
 - Succession planning
 - Minimizes the need to borrow staff from City Hall

Training and Safety



Training and Safety

- **Observations:**

- › Water and Sewer systems are unique in their composition and more difficult to maintain and operate compared to most other utilities
- › There has been significant turnover and loss of institutional memory in the past decade
- › PW is too small for a dedicated safety position, and no one individual has capacity or training to take on that role
- › PW holds a monthly safety training, but no longer has a safety committee

- **Recommendations:**

- 14. Prepare standard operating procedures (SOPs) for maintenance activities**

- Codifies institutional knowledge
 - Helps sure tasks are done efficiently and consistently
 - Can serve as a training resource for new staff

- 15. Re-activate the safety committee**

- A safety committee provides ownership of the safety function to a wider portion of the organization

Q&A



Thank you!

Contact:

Scott Parker, Senior Manager
913 238 1131 / sparker@raftelis.com

Jim Flick, Senior Consultant
513 305 5875 / jflick@raftelis.com

Brian Kirsch, Senior Consultant
919 259 0804 / bkirsch@raftelis.com

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Resolution 2024-05 - A resolution of the City of Osage Beach, Missouri, approving an additional Transportation Project with respect to the Prewitt Point Transportation Development District; and authorizing certain actions in connection therewith.

Requested Action:

Resolution #2024-05

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:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Recommend Adoption to facilitate the consideration of the Prewitt Point Project

City Attorney Comments:

Per City Code 110.230, Resolution 2024-05 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION NO. 24.56

A RESOLUTION APPROVING AN ADDITIONAL TRANSPORTATION PROJECT WITH RESPECT TO THE PREWITT POINT TRANSPORTATION DEVELOPMENT DISTRICT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Osage Beach, Missouri (the “**City**”), is a local transportation authority within the meaning of Section 238.202.1(4) of the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the “**TDD Act**”); and

WHEREAS, the Prewitt Point Transportation Development District (the “**District**”) is a transportation development district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, the boundaries of which are legally described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the District is authorized and empowered under the TDD Act to fund, promote, plan, design, construct, improve, maintain, and operate certain transportation projects, or to assist in any such activity; and

WHEREAS, on August 22, 2003, the Circuit Court of Miller County, Missouri (the “**Court**”), entered a judgment and order (the “**Order**”), which established the District for the sole purpose of funding certain transportation projects (as defined in the Order, the “**Transportation Project**”) initially through the imposition of a transportation development district sales tax (the “**TDD Sales Tax**”); and

WHEREAS, the District authorized the imposition of the TDD Sales Tax at a rate of one half of one percent (1/2%) for the purpose of financing the Transportation Project, which TDD Sales Tax became effective on November 1, 2003 and was increased to one percent (1.00%) on July 20, 2009, following approval by the qualified voters of the District at an election held in accordance with Section 238.216 of the TDD Act; and

WHEREAS, Section 238.257 of the TDD Act provides that, at any time during the existence of the District, the District’s Board of Directors may submit to the voters of the District a proposition to increase the number of projects which it is authorized to complete; and

WHEREAS, Prewitt’s Hwy 54 Enterprises, LLC has proposed that the District consider funding and developing an additional transportation project (the “**Additional Transportation Project**”); and

WHEREAS, the District desires to submit a proposition to the qualified voters for consideration of the funding and development of the Additional Transportation Project under the TDD Act, which Additional Transportation Project will consist of:

(1) Funding, promoting, planning, designing, constructing, improving, maintaining and operating (a) certain transportation improvements related to the extension and improvement of certain roads and streets to the east of Columbia Boulevard within the City and within the boundaries of, or outside of the boundaries of but serving and benefitting, the District, and the construction and improvement of any other interchanges, intersections, signing, signalization, parking lots, sidewalks, curbs, gutters and related extensions, improvements and infrastructure and any similar or related improvements or infrastructure, and (b) accompanying grading, drainage, pavement, curb, gutter, sidewalk, stormwater facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping,

irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with item (a) above; and (2) funding related engineering, design, maintenance, legal and lending fees and expenses in connection with items (1)(a) and (1)(b) above; and all costs necessary or incidental to plan, acquire, finance, develop, design and construct items in (1)(a) and (1)(b) above, including without limitation: (i) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (ii) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design, development, project or construction management or special services incurred; (iii) costs of acquisition, settlement and transfer of rights-of-way, easements, leases and other interests in real property; (iv) costs of demolition of buildings and improvements; the clearing, excavation, earthwork, backfill and grading of land; site preparation; utility relocation; erosion, drainage and storm water control; storm sewers; and waterproofing; (v) costs of relocation necessitated by Miller County, Missouri's (the "County"), and/or the City's relocation plan; (vi) traffic generation assessments imposed by the County and/or the City; (vii) costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancements, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, and other costs of issuance; (viii) costs of insurance, performance bonds and guarantees; (ix) costs of pavement, curbs, striping, gutters, sidewalks, pavers, landscaping, planters, tree grates, irrigation and water features, bicycle racks, pedestrian benches, canopies, street lighting, retaining walls, shoring and piers, handrails, guardrails and other railing, including without limitation any architectural or decorative treatments related to such items; and (x) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization and optimization thereof, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure, all within the boundaries of the City; and

WHEREAS, Section 238.225 of the TDD Act requires that, prior to constructing or funding the proposed Additional Transportation Project, the District shall submit the proposed Additional Transportation Project to the Missouri Highways and Transportation Commission (the "**Commission**") for its prior approval or for the Commission to decline to consider the proposed Additional Transportation Project; and

WHEREAS, the Commission declined to consider the proposed Additional Transportation Project after submission by the District to the Commission; and

WHEREAS, Section 238.225 of the TDD Act requires that, prior to constructing or funding the proposed Additional Transportation Project, the District shall submit the proposed Additional Transportation Project to the City for its prior approval and shall enter into a mutually satisfactory agreement with the City regarding development and future maintenance of the Additional Transportation Project; and

WHEREAS, the City desires to approve the Additional Transportation Project and cooperate with the District for the purpose of carrying out the planning, development, acquisition, construction and financing of the Additional Transportation Project and, in connection with the foregoing, enter into a mutually satisfactory agreement (the "**Transportation Project Agreement**") with the District regarding development and future maintenance of the Additional Transportation Project, as required by Section 238.225.3 of the TDD Act.

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

Section 1. The Board of Aldermen hereby approves the Additional Transportation Project as further described herein in accordance with Section 238.225.3 of the TDD Act.

Section 2. The Board of Aldermen hereby approves the Transportation Project Agreement, in substantially the form of Exhibit B, attached hereto and incorporated herein by this reference, with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The Mayor is hereby authorized to execute the Transportation Project Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Transportation Project Agreement.

Section 3. The Board of Aldermen hereby authorizes and directs the City Attorney and Lathrop GPM LLP to take such other steps as are necessary to implement the Additional Transportation Project in accordance with the TDD Act and this Resolution.

Section 4. The portions of this Resolution shall be severable. If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. This Resolution shall take effect and be in full force upon its passage by the Board of Aldermen.

[remainder of page intentionally blank; signatures follow]

I hereby certify that the above Resolution No. 24.56 was duly passed on _____, 2024, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date: _____

Tara Barreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Resolution No. 24.56

Date: _____

Michael Harmison, Mayor

Tara Berreth, City Clerk

Exhibit A Legal Description

A tract of land being part of the North Half of Section 5, Township 39 North, Range 15 West of the 5th P.M., Miller County, Missouri, and being more particularly described as follows:

Beginning at the southeast corner of the West Half of Lot 3 of the Northwest Quarter of Section 5; thence N88°10'29"W 606.44 feet to a point on the south right-of-way of Missouri Route 42; thence along said right-of-way along a curve deflecting to the left having a radius of 989.93 feet and an arc length of 5.24 feet to a point; thence S35°30'00"E 93.62 feet to a point; thence along a curve deflecting to the right having a radius of 1,397.40 feet and an arc length of 157.46 feet to a point; thence leaving said right-of-way N88°10'29"W 531.73 feet to a point; thence N01°49'31"E 208.94 feet to a point; thence S88°10'29"E 68.53 feet to a point; thence N02°52'46"E 267.90 feet to a point; thence N19°03'45"W 152.76 feet to a point; thence N66°10'05"E 228.50 feet to a point on the north right-of-way of Missouri Route 42; thence along said right-of-way along a curve deflecting to the left having a radius of 600.00 feet and an arc length of 480.55 feet to a point; thence N68°41'59"W 106.63 feet to a point; thence N32°52'42"W 102.52 feet to the intersection of said north right-of-way with the east right-of-way of U.S. Highway No. 54; thence leaving said north right-of-way along said east right-of-way along a curve deflecting to the left having a radius of 1,195.59 feet and an arc length of 559.90 feet to a point on the west line of Section 5; thence along said west line N01°30'46"E 1,441.05 feet to a point on the north right-of-way of Missouri Route D; thence leaving said west line along said right-of-way N56°33'29"E 174.71 feet to a point; thence along a curve deflecting to the right having a radius of 267.04 feet and an arc length of 414.61 feet to a point; thence S34°29'04"E 115.49 feet to a point; thence leaving said right-of-way S87°54'46"E 316.69 feet to a point; thence S58°01'28"W 254.58 feet to a point on the north right-of-way of Missouri Route D; thence along said right-of-way S34°29'04"E 217.15 feet to a point; thence along a curve deflecting to the left having a radius of 220.00 feet, an arc length of S84°41'43"E 338.10 feet to a point; thence N45°05'38"E 74.85 feet to a point; thence leaving said north right-of-way S44°54'22"E 60.00 feet to a point on the south right-of-way of Missouri Route D; thence leaving said south right-of-way S45°05'38"W 574.06 feet to a point on the east right-of-way of College Boulevard; thence along said east right-of-way S36°24'35"E 119.91 feet to a point; thence along a curve deflecting to the left having a radius of 595.73 feet and an arc length of 119.62 feet to a point; thence S47°54'46"E 47.63 feet to a point; thence along a curve deflecting to the left having a radius of 1,039.41 feet and an arc length of 119.87 feet to a point; thence S54°31'13"E 225.00 feet to a point; thence S59°25'23"E 147.71 feet to a point; thence S35°19'17"W 61.35 feet to a point; thence N59°13'10"W 13.95 feet to a point; thence S30°46'50"W 37.96 feet to a point; thence S14°45'38"W 7.51 feet to a point; thence S07°04'50"E 118.78 feet to a point; thence

S05°16'08"W 336.03 feet to a point; thence leaving said east right-of-way N38°41'00"E 443.50 feet to a point; thence S53°45'37"E 495.34 feet to a point; thence N80°01'58"E 550.15 feet to a point; thence S88°13'28"E 1,322.96 feet to a point; thence S01°19'05"W 1,334.34 feet to a point; thence N88°06'53"W 2,622.32 feet to the point of beginning. Subject to any and all easements, restrictions, conditions, etc. of record.

Excepting therefrom, City Water Tower Site, any areas within the right-of-ways of Missouri Route 42, U.S. Highway No. 54, Missouri Route D, and College Boulevard.

Also excepting therefrom Lot 2 of Minor Subdivision Prewitt Point as recorded in Cabinet A, Slide 323 of the Miller County records.

Resulting in 129.71 acres, more or less.

Exhibit B
Transportation Project Agreement

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of September ___, 2024, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “*City*”), and the **PREWITT POINT TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “*TDD*” and collectively with the City, the “*Parties*”).

RECITALS:

A. On August 22, 2003, the Circuit Court of Miller County, Missouri, entered its Amended Findings, Conclusions and Judgment establishing the TDD.

B. On July 30, 2024, the Board of Directors of the TDD adopted a resolution authorizing the TDD to execute this Agreement.

C. On September 5, 2024, the Board of Aldermen of the City adopted a resolution authorizing the City to execute this Agreement.

AGREEMENT:

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

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

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

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

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

“*County*” means Miller County, Missouri.

“*Financing Obligations*” means the reimbursement, financing or refinancing of Reimbursable TDD Project Costs as set forth in **Section 8**, including the reimbursement payments described in **Section 8(b)**.

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

“*Reimbursable TDD Project Costs*” shall have the meaning set forth in **Section 8(a)**.

“*State*” means the State of Missouri.

“*TDD*” means the Prewitt Point Transportation Development District and its successors and assigns.

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

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

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

Section 1. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

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

Section 3. TDD Sales Tax. The TDD currently imposes a one percent (1.00%) transportation development district sales tax (the “*TDD Sales Tax*”) on all taxable sales occurring within the boundaries of the TDD. The TDD Sales Tax expires on December 31, 2040.

Section 4. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

Section 5. TDD Administration. To ensure proper administration of the TDD, the TDD shall engage Lathrop GPM LLP or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Board of Directors of the TDD to administer the affairs of the TDD.

Section 6. Construction of the TDD Project.

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the TDD shall obtain, or shall cause any contractor selected by the TDD to complete any portion of the TDD Project to obtain, all inspections, tests and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and enter into one or more construction contracts to complete the TDD Project. The TDD Project shall be completed in a good and workmanlike manner in accordance with all applicable laws and regulations.

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

(c) All construction contracts for the TDD Project entered into by or on behalf of the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the TDD Project.

(d) The TDD shall obtain or cause to be obtained all necessary governmental approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to use its best efforts to process and consider all applications for the governmental approvals promptly as received.

(e) The TDD shall comply, or shall cause any contractor selected by the TDD to complete any portion of the TDD Project to comply, with all federal, state and local laws relating to the construction of the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the TDD Project or portions thereof.

Section 7. Certificate of Substantial Completion. Promptly after substantial completion of the TDD Project, the TDD shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to accept or reject the Certificate of Substantial Completion in writing within such 45-day period, then the TDD shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the TDD Project or portions thereof have not been completed in reasonable accordance with the provisions of this Agreement and what reasonable measures or acts must be taken or performed, in the reasonable opinion of the City, to obtain such acceptance.

Section 8. Financing of the TDD Project.

(a) In order to be reimbursed for costs of the TDD Project, any developer selected by the TDD to complete portions of the TDD Project shall, no more frequently than quarterly, provide to the TDD an accounting of all costs advanced on behalf of the TDD to construct the applicable portion of the TDD Project accompanied by a statement rendered by legal counsel stating that such costs are eligible to be paid or reimbursed from TDD Sales Tax revenues pursuant to the TDD Act (the "*Reimbursable TDD Project Costs*").

(b) Following receipt of the submittals described in (a) above and any additional information reasonably requested by the TDD to verify the submittals, the TDD shall use all TDD Sales Tax revenues to reimburse the submitting party for Reimbursable TDD Project Costs.

(c) The reimbursement payments described above shall be made at such times and intervals as reasonably determined by the TDD (each, a “*Payment Date*”) until the earlier of (i) the date upon which the submitting party has been fully reimbursed for Reimbursable TDD Project Costs plus accrued interest as described below, or (ii) the expiration or earlier dissolution of the TDD. Interest shall accrue on the Reimbursable TDD Project Costs at a rate equal to the lesser of (1) the U.S. Prime Rate published in The Wall Street Journal plus three percent (3.0%) per annum (based on a 30/360 basis) (but in no event lower than seven percent (7.0%)) or (2) the maximum interest rate permitted by State law (currently ten percent (10%)), beginning as of the date that such Reimbursable TDD Project Costs are approved by the TDD, with interest compounding on each Payment Date thereafter.

Section 9. Approval, Maintenance and Transfer of City Portion of the TDD Project.

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

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

(c) Notwithstanding anything to the contrary contained herein, the Parties agree that the City may not accept the City Portion of the TDD Project for dedication until construction activities in the vicinity of the City Portion of the TDD Project have been substantially completed. The TDD acknowledges that it will be responsible for repairing any damage to the City Portion of the TDD Project, caused by construction traffic or otherwise, prior to dedication to the City.

Section 10. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 11. Waiver. Either Party’s failure at any time hereafter to require strict performance by the other Party of any provision of this Agreement shall not waive, affect or diminish any right of such Party thereafter to demand strict compliance and performance therewith.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 13. No Partnership. It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees,

acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 14. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 15. Modification. This Agreement shall not be amended, modified or canceled without the written consent of the Parties to this Agreement.

Section 16. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State.

[Remainder of Page Intentionally Left Blank]

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

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

Tara Berreth, City Clerk

**PREWITT POINT TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

EXHIBIT A

DESCRIPTION OF TDD PROJECT

The TDD Project includes:

(1) funding, promoting, planning, designing, constructing, improving, maintaining and operating (a) certain transportation improvements related to the extension and improvement of certain roads and streets to the east of Columbia Boulevard within the City and within the boundaries of, or outside of the boundaries of but serving and benefitting, the District, and the construction and improvement of any other interchanges, intersections, signing, signalization, parking lots, sidewalks, curbs, gutters and related extensions, improvements and infrastructure and any similar or related improvements or infrastructure, and (b) accompanying grading, drainage, pavement, curb, gutter, sidewalk, stormwater facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with item (a) above; and

(2) funding related engineering, design, maintenance, legal and lending fees and expenses in connection with items (1)(a) and (1)(b) above; and all costs necessary or incidental to plan, acquire, finance, develop, design and construct items in (1)(a) and (1)(b) above, including without limitation: (i) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (ii) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design, development, project or construction management or special services incurred; (iii) costs of acquisition, settlement and transfer of rights-of-way, easements, leases and other interests in real property; (iv) costs of demolition of buildings and improvements; the clearing, excavation, earthwork, backfill and grading of land; site preparation; utility relocation; erosion, drainage and storm water control; storm sewers; and waterproofing; (v) costs of relocation necessitated by the County and/or the City's relocation plan; (vi) traffic generation assessments imposed by the County and/or the City; (vii) costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancements, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, and other costs of issuance; (viii) costs of insurance, performance bonds and guarantees; (ix) costs of pavement, curbs, striping, gutters, sidewalks, pavers, landscaping, planters, tree grates, irrigation and water features, bicycle racks, pedestrian benches, canopies, street lighting, retaining walls, shoring and piers, handrails, guardrails and other railing, including without limitation any architectural or decorative treatments related to such items; and (x) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization and optimization thereof, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure, all within the boundaries of the City.

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, on behalf of the Prewitt Point Transportation Development District (the “TDD”), pursuant to that certain Transportation Project Agreement dated as of _____, 2024, between the City of Osage Beach, Missouri (the “City”) and the TDD (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, 20____, the TDD Project has been substantially completed in a good and workmanlike manner and in accordance with the Agreement.
2. Lien waivers for the TDD Project have been obtained.
3. This Certificate of Substantial Completion is accompanied by one or more architect’s or engineer’s certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the TDD Project has been substantially completed in accordance with the Agreement.
4. This Certificate of Substantial Completion is being issued to the City in accordance with the Agreement to evidence the TDD’s satisfaction of all obligations and covenants related to the completion of the TDD Project.
5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate of Substantial Completion within the timeframes specified in Section 7 of the Agreement (which written objection, if any, must be delivered to the TDD prior to the end of such period) shall evidence the satisfaction of the TDD’s agreements and covenants to complete the TDD Project.

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

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

By: _____

Name:

Its:

ACCEPTED:

CITY OF OSAGE, MISSOURI

By: _____
[Name], [Title]

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

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Requested Action:

First Reading of Bill #24-55

Ordinance Referenced for Action:

MEC (Missour Ethic Commission), specifically RSMo Chapter 105, requires re-adoption by the City. Board of Aldermen approval required approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes, the current Ordinance on file with MEC is set to expire on September 15, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The re-adoption of our Chapter 120-Conflicts of Interest is required by MEC (Missouri Ethics Commission) in order for all elected, appointed officials, and decision-making personnel, as well as candidates for public office, to avoid the requirement of filing Personal Finance Disclosure Sates (Long Form).

City Attorney Comments:

Per City Code 110.230, Bill 24-55 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. The follow sections of the Osage Beach Municipal Code are hereby reenacted and readopted as set for the below:

Section 120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020 Conflicts of Interest.

- a. All elected and appointed officials as well as employees of the City must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. If the Mayor or any member of the Board of Aldermen has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before the Board, he or she must disclose that interest to the City Clerk and such disclosure shall be recorded in the City’s records. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 120.030 Disclosure Reports. Each elected official, candidate for elective office, the City Administrator, and the City Attorney shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487 if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

- c. The City Administrator and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 120.040 Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for
 - 4. candidacy.
- a. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 120.060. Time Limit. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ SECOND TIME:

Ayes:

Abstain:

Absent:

Date _____

Tara Berreth, City Clerk

Cole Bradbury, City Attorney

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 15, 2024
Originator: Frederick Gregory, Parks and Recreation Manager
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed \$12,606.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

135.020 3. B. (2). (b) All other increases in capital account line items shall be approved by the Board of Aldermen in the form of an amendment to the budget ordinance.

Deadline for Action:

Yes - We would like to get this installed by the the end of year, maybe by fall fest.

Budgeted Item:

No - Will use funds allocated for pickleball courts.

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-773278 Park Improvements

FY202X Budgeted Amount:	\$472,600
FY202X Expenditures to Date (09/07/24):	(\$ 53,375)
FY202X Available:	\$414,225
FY202X Requested Amount:	\$12,606

Department Comments and Recommendation:

Lowe's has recently offered to fund \$50,000 in fencing materials to be used to construct a large dog park on Soccer Field #3 in City Park. In addition, Lowe's will provide volunteer employees from the local store to assist park staff with construction of the Dog Park. If approved, we also plan to utilize the inmate crew when they are available.

Attached is a list of materials and photos that will be needed to construct amenities for the Dog Park, (water spigots, shade features, sidewalks, etc.).

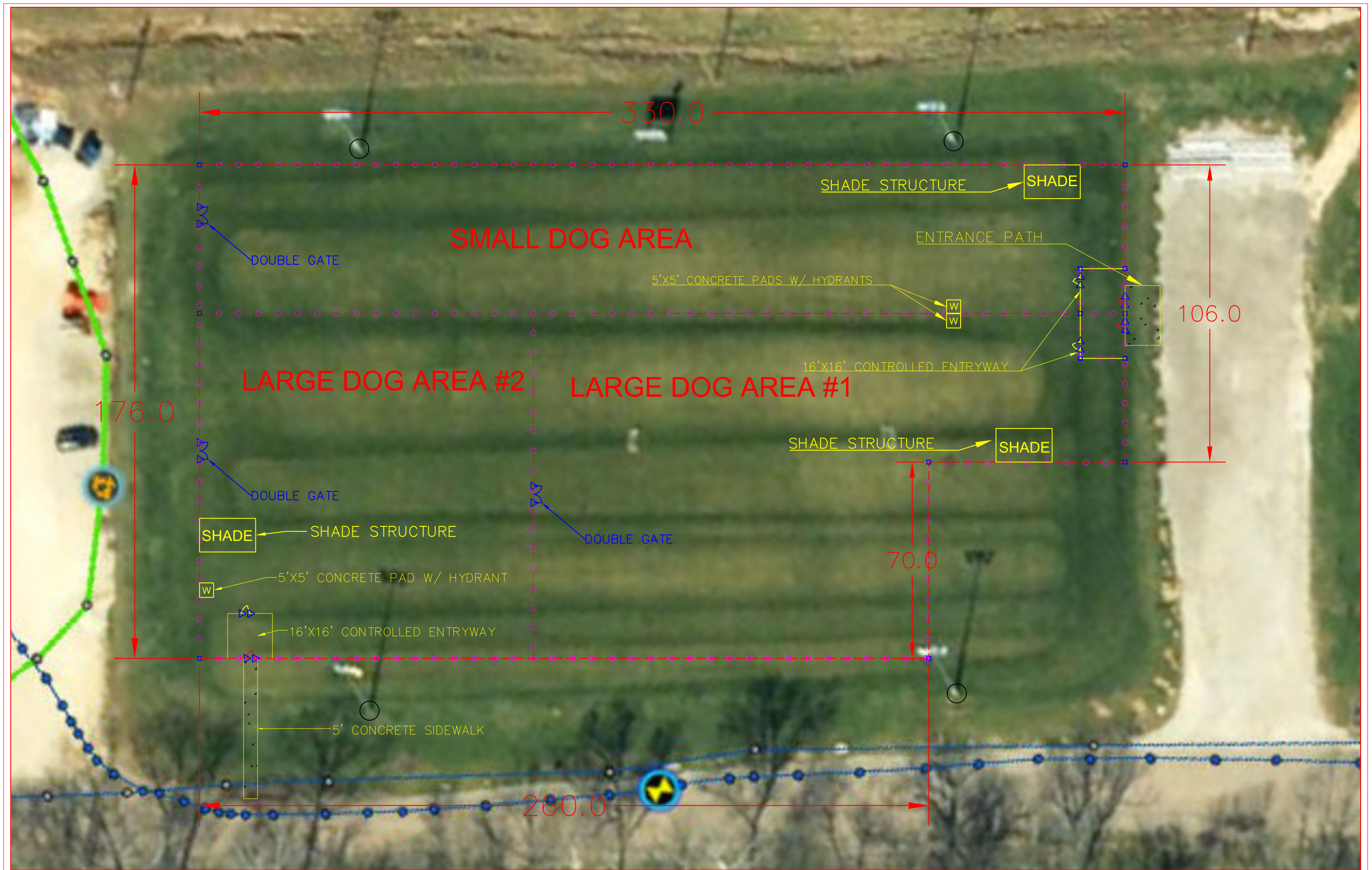
It should be noted that the \$12,000 to be used for amenities will come from the Park Improvement fund that was originally allocated for Pickleball Courts. No budget adjustment will be necessary.

I recommend approval.

City Attorney Comments:

City Administrator Comments:

I would recommend the Mayor and Board to consider removing the second entrance off of Hatchery Road. This would be an immediate cost savings but could be added at a later date if it is determined that it is needed.



Material	Quantity	Units	Order	Description	UNIT PRICE	COST
FAST SET CONCRETE MIX 50 LB	56.0	EA	168	Bags of concrete water pads	\$ 6.00	\$ 1,008.00
FAST SET CONCRETE MIX 50 LB	215.0	EA	215.0	5' SIDEWALK	\$ 6.00	\$ 1,290.00
FAST SET CONCRETE MIX 50 LB	400.0	EA	400.0	12'X20' ENTERANCE PATH	\$ 6.00	\$ 2,400.00
FROST FREE WATER HYDRANTS	2.0	EA	3		\$ 150.00	\$ 450.00
HYDRANT INSTALL	1.0	LS	1	\$1,200.00	\$ 1,200.00	\$ 1,200.00
MISC. - CONTINGENCY	1.0	LS	1	\$1,000.00	\$ 1,000.00	\$ 1,000.00
TREATED LUMBER FOR DOG OBSTICALES	1.0	LS	1	\$1,000.00	\$ 1,000.00	\$ 1,000.00
3 Rustic Gazebos	5.0	EA	3.0	SEE PICTURE	\$ 500.00	\$ 1,500.00
Pipe for Dog obsticals			1.0		\$ 700.00	\$ 700.00
FAST SET CONCRETE MIX 50 LB	343.0	EA	343.0	3x shade feature pad 8'x12'	\$ 6.00	\$ 2,058.00
					TOTAL	\$ 12,606.00





- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Incentive Guideline Revisions (*City Administrator*)
 - TBD.
- Personnel (*HR Generalist*)
 - Employee 360 Feedback Process
 - TBD.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming in September 2024.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.