

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

January 2, 2025 - 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 December 19, 2024

Pg 8 ► Bills List - January 2, 2025

UNFINISHED BUSINESS

- Pg 19 A. Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands Free Driving Ordinance. *Second Reading*
- Pg 33 B. Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *Second Reading*
- Pg 49 C. Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *Second Reading*

NEW BUSINESS

- Pg 55 A. Public Hearing - Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone
- Pg 57 B. Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone
- Pg 65 C. Bill 25-01- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a consulting agreement with LandShift LLC for the City of Osage Beach SS4A Grant Administration in an amount not to exceed \$111,425.00 *First Reading*
- Pg 83 D. Bill 25-02 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Knapheide for the purchase of two service bodies for an amount not to exceed \$82,291.75. *First Reading*
- Pg 93 E. Motion to approve the purchase of a boom mower from ATMAX Equipment Company for a price not to exceed \$287,109.38.
- Pg 99 F. Motion to approve the rebuild of 5 sewer pumps by SRI-MO for a price not to exceed \$42,975.00.
- Pg 103 G. Motion to approve the purchase of an F550 service truck from Broadway Truck Centers for an amount not to exceed \$174,989.00.
- Pg 107 H. Motion to approve the purchase of a Chevy 5500 service truck from Ed Morse Chevrolet in Lebanon for an amount not to exceed \$154,700.00.
- Pg 115 I. Motion to approve the initial start-up cost for Heartland Environmental for an amount not to exceed

\$81,800.00.

- Pg 118 J. Motion to approve the purchase of (10) 2hp pumps from Municipal Equipment for a price not to exceed \$26,287.50.

STAFF COMMUNICATIONS

- Pg 121 A. Discussion - Staff Department List Update January 2, 2025

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
December 19, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, December 19, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Celeste Barela, Alderman Phyllis Marose, Alderman Richard Ross. Absent Alderman Bob O'Steen, Alderman Kevin Rucker, City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, AR Clerk Angie Bouwens, Public Works Operations Manager Zak Wilbur, Building Official Ron White, City Planner Cary Patterson, City Engineer Drew Bowman, Public Information Officer (PIO) Jayme Rutledge, HR Director Maddie Mousseau.

CITIZEN'S COMMUNICATIONS

NO Citizen Comments

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the consent agenda. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen.

FINANCIAL UPDATE

City Administrator gave a Financial Update – 1.9% above sales tax that was budgeted. And 6.9% above compared to last year.

UNFINISHED BUSINESS

Bill 24-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Water Main Loop - Golfview Lane to Nichols Road Project for an amount not to exceed \$377,354.00. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 24-82. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-82 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-82 passed and approved as Ordinance 24-82. Absent Alderman O'Steen and Alderman Rucker

PUBLIC HEARING

FY2025 Osage Beach Annual Budget

Mayor Harmison opened the Public Hearing asking for any public comments. NO public comments

Alderman Ross made a motion to close the Public Hearing. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Absent Alderman O'Steen and Alderman Rucker

NEW BUSINESS

Bill 24-93 - An ordinance of the City of Osage Beach, Missouri adopting an annual budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, and appropriating funds pursuant thereto. *First and Second Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 24-93. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen.

Alderman Marose made a motion to approve the second reading of Bill 24-93. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 24-93 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-93 passed and approved as Ordinance 24-93. Absent Alderman O’Steen and Alderman Rucker.

Resolution 2024-12 - A Resolution of the Board of Aldermen of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual budget for Fiscal Year 2024.

Alderman Hoffman made a motion to approve Resolution 2024-12. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen

Bill 24-92- An ordinance of the City of Osage Beach, amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for various accounts. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-92. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen.

Alderman Ross made a motion to approve the second reading of Bill 24-92. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-92 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-92 passed and approved as Ordinance 24-92. Absent Alderman O’Steen and Alderman Rucker

Bill 24-87 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulation Section 405.370(A)(6) Sign Regulations - All Zoning Districts purpose of the city code for various purposes as set forth. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-87. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen.

Alderman Marose made a motion to approve the second reading of Bill 24-87. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-87 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-87 passed and approved as Ordinance 24-87. Absent Alderman O’Steen and Alderman Rucker

Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands Free Driving Ordinance. *First Reading*

Alderman Barela made a motion to approve the first reading of Bill 24-88. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen

Bill 24-89 - An ordinance of the City of Osage Beach, Missouri, Accepting the State American Rescue Plan Act (ARPA) Grants to Ambulance Services grant in an amount not to exceed \$50,599.77. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 24-89. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen

Alderman Barela made a motion to approve the second reading of Bill 24-89. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-89 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-89 passed and approved as Ordinance 24-89. Absent Alderman O’Steen and Alderman Rucker

Bill 24-90 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to issue bonds under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village LLC. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-90. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Alderman Marose made a motion to approve the second reading of Bill 24-90. This motion was seconded by Alderman Barela. A roll call was taken to approve the second and final reading of Bill 24-90 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross. Bill 24-90 passed and approved as Ordinance 24-90. Absent Alderman O'Steen and Alderman Rucker

Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-91. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 24-94. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Resolution 2024-09 - A resolution of the City of Osage Beach, Missouri, approving the Ambulance Supervisor to apply for the Assistance to Firefighter Grant for the purchase of a new ambulance.

Alderman Ross made a motion to approve the Resolution 2024-09. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Resolution 2024-11 - A resolution of the City of Osage Beach, Missouri, authorizing the Police Department to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2026.

Alderman Barela made a motion to approve the Resolution 2024-11. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Motion to approve the purchase of Sulzer pumps and components from Municipal Equipment Company for a price not to exceed \$686,633.00.

Alderman Ross made a motion to approve the purchase of Sulzer pumps and components from Municipal Equipment Company for a price not to exceed \$686,633.00. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O'Steen

Motion to approve the purchase of 59 High Tide SCADA units from Municipal Equipment Company for a price not to exceed \$277,731.95.

Alderman Hoffman made a motion to approve the purchase of 59 High Tide SCADA units from Municipal Equipment Company for a price not to exceed \$277,731.95. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen

Motion to authorize the Mayor to sign a Promulgation Statement with the Camden County Emergency Management Agency, agreeing to adopt and utilize the Camden County Local Emergency Operations Plan.

Alderman Marose motion to authorize the mayor to sign a Promulgation Statement with the Camden County Emergency Management Agency, agreeing to adopt and utilize the Camden County Local Emergency Operations Plan. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Rucker and Alderman O’Steen

STAFF COMMUNICATIONS

Discussion - Staff Department List Update December 19, 2024
Police Chief Davis – There was 22 kids that participated in Shop with a Cop. Great Event.
Staff wished everyone a Merry Christmas

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Board wished Merry Christmas to everyone.

ADJOURN

The meeting adjourned at 5:55 pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on December 19, 2024, and approved January 2, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

**CITY OF OSAGE BEACH
BILLS LIST
January 2, 2025**

Bills Paid Prior to Board Meeting	\$	164,581.34
Payroll Paid Prior to Board Meeting	\$	183,359.81
SRF Transfer Prior to Board Meeting	\$	37,997.90
TIF Transfers	\$	61,934.66
Bills Pending Board Approval	\$	409,427.59
Total Expenses	\$	857,301.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	6.70
			State Withholding	4,983.00
		INTERNAL REVENUE SERVICE	Fed WH	13,235.55
			FICA	10,078.31
			Medicare	2,357.00
		MISSIONSQUARE RETIREMENT	Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirement 457 &	4,931.58
			Retirement 457	2,384.60
			Loan Repayments	21.66
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	163.71
			Loan Repayments	151.06
			Loan Repayments	701.20
			Loan Repayments	189.44
			Loan Repayments	202.12
			Retirement Roth IRA	250.00
		MILLER COUNTY ASSOCIATE COURT	OTHER AGENCY CASH BOND	200.00
		OPTUM BANK INC	HSA Contribution	350.83
			HSA Family/Dep. Contributi	2,424.96
			TOTAL:	43,476.47
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	396.58
			Medicare	92.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	167.32
			Retirement 401	334.64
		ELAN CORPORATE PAYMENT SYSTEMS	K.RUCKER FLOWERS FOR SURGE	70.41
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,136.70
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	1.46
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	686.15
			Medicare	160.46
		MISSIONSQUARE RETIREMENT	Retirement 401%	332.67
			Retirement 401	665.35
			TOTAL:	1,844.63
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	210.62
			Medicare	49.26
		MISSIONSQUARE RETIREMENT	Retirement 401%	106.18
			Retirement 401	212.37
		ELAN CORPORATE PAYMENT SYSTEMS	TEAM BUILDING	311.90
		OPTUM BANK INC	HSA Family/Dep. Contributi	112.50
			TOTAL:	1,002.83
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	661.15
			Medicare	154.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	283.84
			Retirement 401	666.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ELAN CORPORATE PAYMENT SYSTEMS	FALL SEMINAR - T.SHURTS	125.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	337.50
			TOTAL:	2,228.10
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	105.58
			Medicare	24.69
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.99
			Retirement 401	105.98
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	364.24
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	380.53
			Medicare	88.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	187.11
			Retirement 401	374.22
		ELAN CORPORATE PAYMENT SYSTEMS	CASE FILING	71.75
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		BRADBURY, COLE	MDFB MTG MILEAGE REIM BRAD	241.63
			TOTAL:	1,419.23
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	614.77
			Medicare	143.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.77
			Retirement 401	615.56
		WEX INC	BLDG DEPT FUEL	145.36
		ELAN CORPORATE PAYMENT SYSTEMS	CLOUD STORAGE - J.JOHNS	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	2,007.23
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	68.07
			Medicare	15.92
		LOWE'S	PAINT	9.48
			ODOR ELIMINATOR	3.78
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			DEC WTR COOLER RENTAL	38.00
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	3,360.85
			TOTAL:	3,519.95
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	581.34
			Medicare	135.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	283.00
			Retirement 401	566.00
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	26.50
			WATER SOFTENER 12/1-12/31/	102.50
		LOWE'S	PAPER TOWELS, TAPE	113.02
			ANTIFREEZE AND PELLET FUEL	42.60
			PROPANE TANK	37.96
			ANTIFREEZE - WINTERIZE PEA	30.24
			CABLE TIES	66.46
			DISPOSABLE GLOVES, PAPER T	85.16
			TOILET PAPER, GLOVES, TRASH	156.60
			TARP	40.83
		WEX INC	PARK DEPT FUEL	219.00
		AMEREN MISSOURI	LWR DIAMOND LTS 11/4-12/5/	12.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HWY 42 BALLPRK LTS 11/04-1	19.08
		OPTUM BANK INC	HSA Contribution	150.00
			TOTAL:	2,668.99
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	252.34
			Medicare	59.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	125.45
			Retirement 401	250.92
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		MPR	COBRA PREMIUM	3,011.04
			TOTAL:	3,811.26
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	41.88
			TOTAL:	41.88
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,158.70
			Medicare	972.59
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,886.08
			Retirement 401	4,147.71
		LOWE'S	PD 19 - PUSHBUMPER HARDWA	0.86
		WEX INC	POLICE DEPT FUEL	4,641.31
			POLICE DEPT CAR WASHES	78.10
		ELAN CORPORATE PAYMENT SYSTEMS	LDGNG INTERDICTION WKSHP R	400.56
			LDGNG INTRDICTN WKSHP PHIL	400.56
			POSTAGE	18.10
			FBI LEEDA MEMBRSHIP - O'DAY	50.00
			IACC CONFERENCE FEE - O'DA	650.00
			CAR WASH	32.00
			IDI SEARCH	75.00
		SHERLOCK HOME INSPECTIONS LLC	PEST CNTRL DOG KENNELS 8/2	50.00
			PEST CNTRL DOG KENNEL 9/20	50.00
			PEST CNTRL DOG KENNEL 10/2	50.00
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,125.00
			TOTAL:	19,049.07
911 Center	General Fund	AT & T/CITY HALL	911 PH SVC 11/23-12/22/24	995.64
		INTERNAL REVENUE SERVICE	FICA	1,035.12
			Medicare	242.09
		MISSIONSQUARE RETIREMENT	Retirement 401%	336.89
			Retirement 401	912.57
		ELAN CORPORATE PAYMENT SYSTEMS	EMD TRAINING - P.DAVIS	425.00
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	4,172.31
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	214.82
			Medicare	50.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401	214.90
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	662.41
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	367.30
			Medicare	85.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	180.88
			Retirement 401	361.76
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,108.35
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	338.99
			Medicare	79.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	108.64
			Retirement 401	334.62
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	74.01
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,010.54
Emergency Management	General Fund	SHERLOCK HOME INSPECTIONS LLC	PEST CNTRL STORM SIRENS 8/	200.00
			PEST CONTROL STORM SIRENS	200.00
			TOTAL:	400.00
Economic Development	General Fund	LOWE'S	PARTS - HOLIDAY LIGHTS	345.80
			PAINT & SUPPLIES -SANTA WR	346.84
		ELAN CORPORATE PAYMENT SYSTEMS	SHOP WITH A COP AD	2.50
			SANTA AT CITY HALL AD	10.00
			SHOP WITH A COP AD	12.50
			TOTAL:	717.64
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	477.89
		INTERNAL REVENUE SERVICE	Fed WH	969.18
			FICA	1,048.29
			Medicare	245.15
		MISSIONSQUARE RETIREMENT	Retirment 457 &	729.24
			Retirement 457	34.00
		OPTUM BANK INC	HSA Contribution	12.37
			HSA Family/Dep. Contributi	47.07
			TOTAL:	3,563.19
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	1,048.29
			Medicare	245.16
		MISSIONSQUARE RETIREMENT	Retirement 401%	401.54
			Retirement 401	893.01
		LOWE'S	BAND SAW BLADES	142.38
			SOAP	33.99
			WATERPROOF ELECTRICAL BOX	81.85
		WEX INC	TRANS DEPT FUEL	3,747.72
		AMEREN MISSOURI	KK DR PALISADES 10/30-12/0	96.72
			MAINT SALT BLDG 11/5-12/8/	12.16
			ST LTG SVC 11/1-12/1/24	4,291.31
			CUST OWNED LTG 11/1-12/01/	343.78
		GFI DIGITAL	PW PRNTR MAINT 12/19-1/18/	35.32
		OPTUM BANK INC	HSA Contribution	12.38
			HSA Family/Dep. Contributi	325.50
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07
		ENGINEERING SURVEYS & SERVICES LLC	ADA SIDEWALK IMPROVEMENT	2,947.77
			TOTAL:	15,254.95
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,488.84
			State Withholding	553.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,417.56
			FICA	1,056.35
			Medicare	247.05
		MISSIONSQUARE RETIREMENT	Retirment 457 &	768.84
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	121.40
			HSA Family/Dep. Contributi	105.63
			TOTAL:	8,792.22
Water	Water Fund	USABUEBOOK	HYDRANT PAINT	126.95
		INTERNAL REVENUE SERVICE	FICA	1,056.34
			Medicare	247.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	463.79
			Retirement 401	1,054.40
		BRENNTAG MID SOUTH INC	CHLORINE AND FLOURIDE	5,873.05
		LOWE'S	SOAP	33.99
			COUPLING	6.44
			BATTERIES AND HEAT GUNS	530.10
			TORQUE WRENCH, SOCKET SET	871.96
		LO ENVIRONMENTAL LLC	WATER TESTING - MAIN BREAK	142.50
		WEX INC	WATER DEPT FUEL	818.51
		AMEREN MISSOURI	COLLEGE WELL 11/04-12/05/2	986.18
			BLUFF RD TOWER 11/5-12/8/2	2,424.72
		GFI DIGITAL	UB PRNTR MAINT 12/11-1/10/	11.34
			PW PRNTR MAINT 12/19-1/18/	35.32
		OPTUM BANK INC	HSA Contribution	87.75
			HSA Family/Dep. Contributi	324.75
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
			TOTAL:	15,691.21
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	673.56
		INTERNAL REVENUE SERVICE	Fed WH	1,786.68
			FICA	1,542.17
			Medicare	360.66
		MISSIONSQUARE RETIREMENT	Retirment 457 &	684.68
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	112.38
			HSA Family/Dep. Contributi	253.13
			TOTAL:	5,446.26
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,542.18
			Medicare	360.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	526.75
			Retirement 401	1,520.20
		LOWE'S	29-1 PASSOVER PANEL REPLAC	172.80
			SOAP	33.98
			BUSHINGS	7.47
			54-7 VAPEX SUPPLIES	88.20
		WEX INC	SEWER DEPT FUEL	1,614.94
		GFI DIGITAL	UB PRNTR MAINT 12/11-1/10/	11.34
			PW PRNTR MAINT 12/19-1/18/	35.31
		ELAN CORPORATE PAYMENT SYSTEMS	SHIPPING - SOFT START REPA	43.95
			WWETT CONF - SEWER DEPT	700.00
		OPTUM BANK INC	HSA Contribution	124.87
			HSA Family/Dep. Contributi	324.75
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				TOTAL:
				7,703.47
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	431.00
			Fed WH	1,210.57
		INTERNAL REVENUE SERVICE	FICA	1,031.35
			Medicare	241.21
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirement 457 &	359.44
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
			TOTAL:	4,067.56
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,031.35
			Medicare	241.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	321.77
			Retirement 401	939.30
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	41.95
			AMB FUEL	437.82
		WEX INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
		OPTUM BANK INC	TOTAL:	3,275.90
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	1,007.44
			State Withholding	243.80
		INTERNAL REVENUE SERVICE	Fed WH	470.60
			FICA	477.43
		MISSIONSQUARE RETIREMENT	Medicare	111.66
			Retirement 457 &	29.35
		OPTUM BANK INC	Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
			HSA Contribution	57.50
			HSA Family/Dep. Contributi	153.33
			TOTAL:	2,708.65
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 11/5-12/8/24	12.16
			KAISER TERMINAL BLDG 11/5-	255.83
			LCF HANGAR 11/5-12/8/24	24.53
			LCF NEW AP HANGAR 11/5-12/	45.98
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	60.00
		INTERNAL REVENUE SERVICE	FICA	477.43
			Medicare	111.66
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.34
			Retirement 401	457.40
		LO ENVIRONMENTAL LLC	WATER TESTING - LCF	829.65
		WEX INC	LCF FUEL	74.99
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
		WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	851.93
			TOTAL:	3,558.90
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	33.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			State Withholding	68.20
		INTERNAL REVENUE SERVICE	Fed WH	302.40
			FICA	262.08
			Medicare	61.30
		MISSIONSQUARE RETIREMENT	Retirement 457 &	14.47
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	856.70
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 10/22-11/22	49.75
		NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	60.00
		INTERNAL REVENUE SERVICE	FICA	262.08
			Medicare	61.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.13
			Retirement 401	263.81
		WEX INC	GG FUEL	13.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	434.00
			TOTAL:	1,303.06
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 10/15-11/1	1,045.98
			DVLPR REIMB CID 11/15-12/1	663.75
			TOTAL:	1,709.73

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

10	General Fund	90,649.54
20	Transportation	18,818.14
30	Water Fund	24,483.43
35	Sewer Fund	13,149.73
40	Ambulance Fund	7,343.46
45	Lee C. Fine Airport Fund	6,267.55
47	Grand Glaize Airport Fund	2,159.76
62	TIF - Arrowhead	1,709.73

 GRAND TOTAL: 164,581.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	YEARLY CALENDAR, LYSOL WIP	31.05
			YEARLY CALENDAR	22.91
			TOTAL:	53.96
Municipal Court	General Fund	SMITH, GARY L	DEC MUNICIPAL JUDGE SERVIC	1,763.16
			TOTAL:	1,763.16
Building Inspection	General Fund	PURCELL TIRE & RUBBER CO	TIRES - BD1	800.97
			STAPLES BUSINESS ADVANTAGE	7.50
			TOTAL:	808.47
Building Maintenance	General Fund	FASTENAL CO	CARBON MONOXIDE MONITORS	1,156.56
			GFI OUTLET	26.81
			COFFEE	35.05
		BUTLER SUPPLY CO	PLATES AND HOT CHOCOLATE	79.66
			STICKY NOTES AND MULTIFLD	130.16
			TRASH BAGS	44.72
		STAPLES BUSINESS ADVANTAGE	COFFEE	35.05-
			AMAZON CAPITAL SERVICES INC	61.48
			THE SIGN SOURCE LLC	25.00
		NICK'S TRUE VALUE HARDWARE	DISCONNECTS	3.49
			CH WINDOW CLEANING&PWR WAS	400.50
			TOTAL:	1,928.38
Parks	General Fund	AMAZON CAPITAL SERVICES INC	ENCLOSED BULLETIN BOARD	178.98
			TOTAL:	178.98
Overhead	General Fund	CRAMER MARKETING	TAX FORMS AND ENVELOPES	211.16
			TOTAL:	211.16
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRE REPLACEMENT - PD 26	653.00
			LEON UNIFORM CO INC	320.50
		UNIFORMS- HENDRICKS	UNIFORMS- HENDRICKS	178.00
			REMOTE SPEAKER MICROPHONE	416.46
		ALL BAND MP MOBILE RADIO	ALL BAND MP MOBILE RADIO	6,563.21
			IGNITION COIL REPLACEMENT-	325.87
		BRAKE REPAIR - PD26	BRAKE REPAIR - PD26	366.42
			K9 WORKING DOGS INTERNATIONAL, LLC	3,250.00
		K9 SERVICE DOG, COURSE, EQ	K9 SERVICE DOG, COURSE, EQ	5,046.24
			K9 SERVICE DOG, COURSE, EQ	16,250.00
		ONE TIME VENDOR ED MORSE FORD	MULTIPOINT INSPECTION - T6	528.33
			TOTAL:	33,898.03
Engineering	General Fund	ELLIS BATTERY SPECIALISTS LLC	BATTERY	119.70
			TOTAL:	119.70
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	EMAIL SEC AND DEC VULN SCA	6,403.00
			EMAIL SEC AND DEC VULN SCA	7,279.57
			TOTAL:	13,682.57
Economic Development	General Fund	SMART POSTAL CENTERS	HOLIDAY LIGHT SIGNS	125.00
			TOTAL:	125.00
Transportation	Transportation	RP LUMBER INC	2 X 8 BOARDS	45.12
			LARRY'S LAKESIDE AUTO REPAIR INC	977.03
			CROWN POWER & EQUIPMENT	2,140.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OLD DOMINION BRUSH INC	HOSE FOR LEAF VAC	1,877.44
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	246.16
			TRANS DEPT FLOOR MATS	14.11
		AMAZON CAPITAL SERVICES INC	PAPER TOWELS	26.26
		NICK'S TRUE VALUE HARDWARE	THREADLOCKER FOR LEAF VAC	12.78
			TOTAL:	5,339.55
Water	Water Fund	USABUEBOOK	VALVE BOX, SHOVEL, AUGER	1,176.06
		FASTENAL CO	NUTS AND BOLTS FOR HYDRANT	930.00
		O'REILLY AUTOMOTIVE STORES INC	BRAKE FLUID, EXT BAR	35.97
		CORE & MAIN LP	NUT AND GASKET	2,266.00
			METER IDLER	1,528.00
			HYDRANT REBUILD KIT	1,036.85
			REPAIR KIT	4,147.40
			ADV HYDRANT KIT	4,147.40
			ADV HYDRANT KIT	4,147.40
			ADV HYDRANT KIT	2,073.70
			IDLERS	3,517.92
			COUPLING	1,011.48
			MANHOLE HOOKS	45.74
			MANHOLE HOOKS	91.48
		MAGRUDER LIMESTONE CO INC	2" CLEAN AND 2" MINUS	2,424.60
		CINTAS CORPORATION	WATER DEPT UNIFORMS	230.67
			WATER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	TOOL ORGANIZER	427.76
			PAPER TOWELS	26.26
			SHOP VAC	690.90
			SWEATSHIRT - J.LUTTRELL	46.94
		NICK'S TRUE VALUE HARDWARE	PLASTIC PAISLS	63.92
		KLM ENGINEERING INC	PASSOVER TOWER REPAIR	1,450.00
			TOTAL:	31,530.57
Sewer	Sewer Fund	HI-TECH AUTO BODY INC	PUMP TRUCK TOW TO KANSAS C	1,382.00
		MUNICIPAL EQUIPMENT CO	AUX CONTACTS	135.40
			GRINDER PUMP GASKETS	196.28
			RISER - SUMMIT CIRCLE	1,092.80
			10 - 20 HP CONTROL PANELS	171,097.72
			54-7 SANDS STABKIT	1,953.75
			ROCKWAY PANEL 54-3	96,893.20
		O'REILLY AUTOMOTIVE STORES INC	PARTS - PUMP REPAIR	11.99
			PARTS - FIBERGLASS REPAIR	26.01
		CONSOLIDATED ELECTRICAL DISTR, INC	REDBUD CONDUIT REPAIR	39.50
		LO-OB JOINT SEWER PLANT	NOV MONTHLY FLOWS	43,620.28
		CORE & MAIN LP	BRASS REPAIR FITTINGS	227.48
			ROCKWAY 54-2 BYPASS PUMP	220.50
			REPAIR CPLG LINE BRK WLKRS	77.67
			VALVE STACK RISER	43.69
			BRASS COUPLINGS	30.23
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	302.79
			SEWER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	SWEATSHIRT& HI VIS COAT-CL	140.98
			54-7 VAPEX FREEZE PROTECTI	104.00
			SHOP VAC	405.98
			PAPER TOWELS	26.26
		REEVES-WIEDEMAN COMPANY	PARTS - STATION REPLUMB	24.24
			COBBLESTONE REPLUMB	36.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PARTS - 54-7 ROCKWAY	119.44
			CONDUIT REPLACEMENT	33.09
			HOLE SAW BIT	12.80
		NICK'S TRUE VALUE HARDWARE	BOLTS	9.96
			TOTAL:	318,278.30
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	UNIFORMS - AMBULANCE	428.50
			TOTAL:	428.50
Grand Glaize Airport	Grand Glaize Airpo	PURCELL TIRE & RUBBER CO	TRACTOR TIRE	1,081.26
			TOTAL:	1,081.26

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

10	General Fund	52,769.41
20	Transportation	5,339.55
30	Water Fund	31,530.57
35	Sewer Fund	318,278.30
40	Ambulance Fund	428.50
47	Grand Glaize Airport Fund	1,081.26

GRAND TOTAL:		409,427.59

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands Free Driving Ordinance. *Second Reading*

Requested Action:

Second Reading of Bill #24-88

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - RSMO 304.822 became effective August 28, 2023, and enforcement of the new law begins January 1, 2025.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

On August 28, 2023, RSMO 304.822 went into effect prohibiting the use of handheld electronic devices while operating a motor vehicle. On January 1, 2025 Law Enforcement officers may begin taking enforcement action when they observe a violation. Officers do have to observe a traffic violation and cannot make a stop solely for this violation.

This ordinance mirrors the state statute and will allow us to keep this infraction in municipal court.

I do recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-88 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 340 MISCELLANEOUS DRIVING RULES SECTION 340.155 HANDS FREE DRIVING OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections set out as follows:

Section 340.155 **Hands Free Driving.**

A. As used in this section, the following terms shall mean:

(1) "Commercial motor vehicle", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;

(2) "Electronic communication device", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "Highway", the same meaning as is ascribed to such term in section R.S.Mo. § 302.010;

(4) "Noncommercial motor vehicle", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;

- (5) "Operating", the actual physical control of a vehicle;
- (6) "Operator", a person who is in actual physical control;
- (7) "School bus", the same meaning as is ascribed to such term in section R.S.Mo. § 302.700;
- (8) "Voice-operated or hands-free feature or function", a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

B. Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

- (1) Physically hold or support, with any part of his or her body, an electronic communication device;
- (2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;
- (3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;
- (4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;
- (5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;
- (6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

- (7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

C. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

D. This section shall not apply to:

- (1) Law enforcement officers or operators of emergency vehicles, as such term is defined in **R.S.Mo. § 304.022**, who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;
- (2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;
- (3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;
- (4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;
- (5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;
- (6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;
- (7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in section 385.450 or a towing company as defined in **R.S.Mo. § 304.001**;
- (8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that

operator's dispatcher, provided the device is mounted or affixed to the vehicle;

- (9) The use of an electronic communication device to access or view a map for navigational purposes;
 - (10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or
 - (11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company driver, provided the device is mounted or affixed to the vehicle.
- E. (1) A violation of this Section shall be an ordinance violation. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under **R.S.Mo. § 558.021**.
- (2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.
 - (3) For a conviction under this section where there is one prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.
 - (4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.
 - (5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in **R.S.Mo. § 304.580**, or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.
 - (6) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in **R.S.Mo. § 302.700**, for purposes of commercial driver's license disqualification under **R.S.Mo. § 302.755**.

F. A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an

electronic communication device based on a violation of this section unless the violation results in serious bodily injury or death.

G. A violation of this section shall not be used to establish probable cause for any other violation.

H. Prior to January 1, 2025, a law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall not issue a citation for a violation of this section and shall only issue a warning.

I. No person shall be stopped, inspected, or detained solely for a violation of this section.

Section 2. Severability

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

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

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

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

READ FIRST TIME: December 19, 2024

READ SECOND TIME:

I hereby certify that Ordinance No.24.88 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.88.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk



Words

And



Title XIX MOTOR VEHICLES, WATERCRAFT AND AVIATION

Chapter 304



Effective - 28 Aug 2023



304.822. Electronic communication device, use of while driving prohibited, when — citation of law — definitions — school bus operations, prohibited acts — inapplicability, when — penalties for violations — search of device, right to decline — preemption. —

1. This section shall be known as the "Siddens Bening Hands Free Law".

2. As used in this section, the following terms shall mean:

(1) "**Commercial motor vehicle**", the same meaning as is ascribed to such term in section [302.700](#);

(2) "**Electronic communication device**", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "**Highway**", the same meaning as is ascribed to such term in section [302.010](#);

(4) "**Noncommercial motor vehicle**", the same meaning as is ascribed to such term in section [302.700](#);

(5) "**Operating**", the actual physical control of a vehicle;

(6) "**Operator**", a person who is in actual physical control;

(7) "**School bus**", the same meaning as is ascribed to such term in section [302.700](#);

(8) **"Voice-operated or hands-free feature or function"**, a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

3. Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

(1) Physically hold or support, with any part of his or her body, an electronic communication device;

(2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;

(3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;

(5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;

(6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

(7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

4. The operator of a school bus shall not use or operate an electronic communication device while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials

or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

5. This section shall not apply to:

(1) Law enforcement officers or operators of emergency vehicles, as such term is defined in section [304.022](#), who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;

(2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;

(3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;

(4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;

(5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;

(6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;

(7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in section [385.450](#) or a towing company as defined in section [304.001](#);

(8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that operator's dispatcher, provided the device is mounted or affixed to the vehicle;

(9) The use of an electronic communication device to access or view a map for navigational purposes;

(10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or

(11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company

driver, provided the device is mounted or affixed to the vehicle.

6. (1) Except as otherwise provided in this subsection, violation of this section shall be an infraction. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under section [558.021](#).

(2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.

(3) For a conviction under this section where there is one prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.

(4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.

(5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in section [304.580](#), or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.

(6) A violation of this section that is the proximate cause of damage to property in excess of five thousand dollars shall be a class D misdemeanor.

(7) A violation of this section that is the proximate cause of serious physical injury to another person shall be a class B misdemeanor.

(8) A violation of this section that is the proximate cause of the death of another person shall be a class D felony.

(9) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in section [302.700](#), for purposes of commercial driver's license disqualification under section [302.755](#).

7. A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an electronic communication device based on a violation of this section unless the violation

results in serious bodily injury or death.

8. A violation of this section shall not be used to establish probable cause for any other violation.

9. The provisions of this section shall be subject to the reporting requirements set forth in section [590.650](#).

10. The state preempts the field of regulating the use of electronic communication devices by the operators of commercial and noncommercial motor vehicles. The provisions of this section shall supercede any local laws, ordinances, orders, rules, or regulations enacted by a county, municipality, or other political subdivision to regulate the use of electronic communication devices by the operator of a commercial or noncommercial motor vehicle.

11. Prior to January 1, 2025, a law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall not issue a citation for a violation of this section and shall only issue a warning.

12. No person shall be stopped, inspected, or detained solely for a violation of this section.

(L. 2023 S.B. 398)

---- end of effective 28 Aug 2023 ----
[use this link to bookmark section 304.822](#)

Click here for the [Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law](#)

In accordance with Section [3.090](#), the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



Other Information

Other Links



Missouri Senate



MO.gov



Missouri House

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History and Fun Facts



 SHARE







City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *Second Reading*

Requested Action:

Second Reading of Bill #24-91

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:

Property Assessed Clean Energy (PACE) financing allows property owners to finance the costs of renewable energy improvements or energy efficiency improvements through annual special assessments. In Missouri, PACE is implemented and administered through Clean Energy Development Boards. Show-Me PACE is a multi-jurisdictional Clean Energy Development Board that cities and counties can opt into by passing the proposed ordinance. If the Ordinance is approved by the City, Show-Me PACE will make PACE financing available to property owners in the City.

City Attorney Comments:

Per City Code 110.230, Bill 24-91 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE TO ENABLE THE CITY OF OSAGE BEACH, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS 67.2800 TO 67.2835, RSMO, THE “PROPERTY ASSESSMENT CLEAN ENERGY ACT,” AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri, as amended (the “PACE Act”); and

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Osage Beach (the “City”), Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section 67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section 67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City and its residents to join and participate in Show Me PACE;

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

Section 1. The City hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as the “Osage Beach, Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.
 - d. “Qualifying Property” means commercial property, property owned by not-for-profit entities, agricultural property, and property owned by civic entities located within the City that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;
5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
 9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.
- C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of the City shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City.
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. City as a Non-Party. The City shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 2. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

Section 3. The City does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the City is hereby authorized and directed to execute the Cooperative on behalf of the City.

Section 4. The election of the City to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

Section 5. The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

Section 6. The officials and agents of the City are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FIRST TIME: December 19, 2024 READ SECOND TIME: _____

I hereby certify that Ordinance No. 24.91 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 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. 24.91.

Michael Harmison, Mayor

_____	_____
Date	Tara Berreth, City Clerk

EXHIBIT A

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on ____ __, 2024, the Board of Aldermen of the City of Osage Beach, Missouri adopted Ordinance No. 24.__, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing in the Municipality's boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 2024

SHOW ME PACE

By: _____
Josh Campbell, J.D., President

Date: _____, 20__

City of Osage Beach

Adopted Ordinance No. 24.____ joining
Show Me PACE on _____, 2024

By: _____
Name: Michael Harmison
Title: Mayor



**SECOND AMENDED AND RESTATED BYLAWS
OF
SHOW ME PACE CLEAN ENERGY DISTRICT**

Adopted July 15, 2015

First Amendment and Restatement July 18, 2017

Second Amendment and Restatement by the Board of Directors as of April 19, 2018

**SECOND AMENDED AND RESTATED BYLAWS
OF
SHOW ME PACE**

Adopted July 15, 2015

First Amendment and Restatement July 18, 2017

Second Amendment and Restatement by the Board of Directors as of April 19, 2018

ARTICLE I
OFFICES AND RECORDS

1.1 Name. The name of the property assessed clean energy district shall be “Show Me PACE”.

1.2 Office and Agent. The location of the registered office and the name of the registered agent of Show Me PACE will be Josh Campbell, located at 238 East High St. 3rd Floor, Jefferson City MO 6501, or as may be determined from time to time by resolution duly adopted by the Board of Directors of the District (the “Board”) and on file in the appropriate public offices of the State of Missouri as provided by law.

1.3 Powers of the District. The powers of the District are vested in and exercised by a Board of Directors which may exercise all such authority and powers of the District and do all such lawful acts and things as are necessary to carry out the purposes of the District, or as are otherwise authorized or permitted by law, including the authorization of expenditures and use of funds as provided for in RSMo 67.2800 *et seq.*

1.4 Other Offices. The District may conduct its business, carry on its operations, have other offices and exercise its powers within the State of Missouri as the Board may designate or the business of the District may require.

1.5 Books, Records of Account, and Inspection Rights. The District will keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its Board, and the names and places of residence of its officers. Except as otherwise required by the laws of the State of Missouri, the books and records of account of the District may be kept at such place(s) as the Board may from time to time determine.

ARTICLE II
MEETINGS OF THE BOARD OF DIRECTORS

2.1 Place of Meetings. All meetings of the Board of Directors will be held at such place(s) as the Board may from time to time determine and state in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. An annual meeting of the Board for the election of directors will be held on the second Monday in June of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as may be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. At the annual meeting, the Board will elect directors and may also transact such other business as may be desired, whether or not the same was specified in the notice of the meeting, unless the consideration of such other business without its having been specified in the notice of the meeting as one of the purposes thereof is prohibited by law. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the District.

2.3 Special Meetings. Special meetings of the Board may be held for any purpose(s) stated in the notice of the meeting, unless otherwise prohibited by law. The business transacted at the special meeting will be confined to the purpose(s) stated in the notice, unless the transaction of other business is consented to by the Board.

2.4 Action Without a Meeting. Unless otherwise provided in the Articles, any action required or permitted to be taken at a meeting of the directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof.

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Such consent will have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary will file such consents with the minutes of the meetings of the Board.

2.5 Notice. Written or printed notice of each meeting of the Board, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or posted in accordance with Missouri law.

ARTICLE III **QUORUM AND VOTING**

3.1 Quorum. Unless otherwise provided in the these Bylaws, a majority of the directors entitled to vote at any meeting, represented in person or by proxy, will constitute a quorum ("Quorum") at a meeting of the Board. Less than such Quorum may act to successively adjourn the meeting to a specified date, no longer than 90 days after such adjournment. At the subsequent session of such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 90 days, or if after adjournment a new record date is fixed for the subsequent session of the adjourned meeting, a notice of the subsequent session of the adjourned meeting will be given in accordance with Missouri law.

3.2 Voting. One Vote Per Director. Unless otherwise provided in the Articles, each director entitled to vote under the provisions of these Bylaws will be entitled to one vote on each matter submitted to a vote at a meeting of the Board.

3.3 Voting Otherwise Than by Written Ballot. At all meetings of the Board, the voting may be otherwise than by written ballot, including in the election of directors, except that any director entitled to vote may request a vote by written ballot on any matter, in which event such vote will be taken by written ballot. Board Action. In all matters, every decision of a majority of directors of the District entitled to vote on the subject matter and represented in person at a meeting at which a Quorum is present will be valid as an act of the Board, unless a larger vote is required by law or these Bylaws.

3.4 Voting for Directors. New directors shall be elected by the affirmative vote of a majority of directors of the District entitled to vote on the election of directors and represented in person at a meeting at which a Quorum is present.

3.5 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted in these Bylaws, the directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in such manner will constitute presence in person at such meeting.

ARTICLE IV **BOARD OF DIRECTORS**

4.1 Number; Qualification; Term. Unless and until changed by the Board as hereinafter provided, the number of directors to constitute the Board will be five (5). The number of directors constituting the Board may be changed from time to time and at any time by a resolution adopted by a majority of the whole Board. Each director will hold office until a successor is elected and qualified or until such director's earlier resignation or removal.

4.2 Powers of the Board. The property and business of the District will be controlled and managed by the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board may exercise all such powers of the District, and do all such lawful acts and things, as are not by statute or by these Bylaws directed or required to be exercised or done by the directors.

4.3 Acceptance of Director. Each director, upon election, will qualify by accepting the office of director, and such director's attendance at, or written approval of the minutes of, any meeting of the Board subsequent to the director's election will constitute acceptance of such office by such director; or the director may accept the office of director by executing a separate written acceptance, which will be placed in the minute book.

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4.4 Vacancies and Newly Created Directorships. Unless otherwise provided in these Bylaws, vacancies and newly created directorships resulting from any increase in the number of directors to constitute the Board may be filled by a majority of the directors then in office, although less than a Quorum, or by a sole remaining director, and the directors so chosen will hold office until the next election of directors by the Board. If, at any time, by reason of death, resignation or other cause, the District should have no directors in office, then the administrator or any officer appoint a new director.

4.5 Compensation. Unless otherwise provided in these Bylaws, the directors will not receive compensation for their service, but the Board may, by resolution, provide for reimbursement of expenses incurred by directors in attending each meeting; provided that nothing herein contained will be construed to preclude any director from serving the District in any other capacity and receiving compensation therefor.

4.6 Resignations. Any director may resign at any time upon written notice to the District. Such resignation will take effect at the time specified therein or will take effect upon receipt thereof by the District if no time is specified therein, and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

4.7 Reliance on Records. A director will be fully protected in the performance of such director's duties in relying in good faith upon the records of the District and upon such information, opinions, reports or statements presented to the District by any of the District's officers or employees, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the District.

4.8 Removal of Directors. At a meeting called expressly for that purpose, the directors will have the power, by a vote of the holders of a majority of the votes then required to elect directors, to remove any director or directors from office with or without cause.

4.9 Term Limits. Each Director shall serve three-year terms and no more than two consecutive terms. A Director may be nominated for additional terms after a cooling off period of one year.

ARTICLE V **OFFICERS**

5.1 Designations.

(a) Authorized Officers. The District will have a President and a Secretary, each with such duties as are stated in this **Article 5** or by resolution of the Board which is not inconsistent with these Bylaws. The Board will elect a President and a Secretary at its annual meeting.

(b) Qualification of Officers. Officers of the District need not be members of the Board. Unless these Bylaws otherwise provide, any two or more offices may be held by the same person.

(c) Acceptance of Office. An officer will be deemed qualified when the officer enters upon the duties of the office to which the officer has been elected or appointed; but the Board may also require a written acceptance and promise to faithfully discharge the duties of such office.

(d) Failure to Elect Officers. A failure to elect the District's officers in accordance with these Bylaws will not dissolve or otherwise affect the District.

5.2 Term of Office. Each officer will hold office at the pleasure of the Board or for such other period as the Board may specify at the time of such officer's election or appointment, or until the death, resignation or removal of such officer, whichever first occurs. In any event, each officer of the District who is not reelected or reappointed at the annual election of officers by the Board next succeeding his or her election or appointment will be

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deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election or appointment.

5.3 Other Agents. The Board from time to time may also appoint such other agents for the District as the Board may deem necessary or advisable. Each such agent will serve at the pleasure of the Board or for such period as the Board may specify, and may exercise such powers, have such titles and perform such duties as determined from time to time by the Board or by an officer empowered by these Bylaws or the Board to make such determinations.

5.4 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in the Board's judgment the best interests of the District will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

5.5 Salaries and Compensation. Salaries and compensation, if any, of all elected officers of the District will be fixed, increased or decreased by the Board.

5.6 Delegation of Authority to Hire, Discharge and Designate Duties. The Board from time to time may delegate to the President or other officer or executive employee of the District, authority to hire and discharge and to fix and modify the duties and salary or other compensation of employees of the District under the jurisdiction of such person, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the District the services of attorneys, accountants and other professionals and experts.

5.7 President. Unless the Board otherwise provides, the President will have such general executive powers and duties of supervision and management as are usually vested in the office of the president, and will carry into effect all directions and resolutions of the Board. The President will preside at all meetings of the directors and will have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

5.8 Secretary. The Secretary will have the general duties, powers and responsibilities of a secretary of a District and will perform such other duties and have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

5.9 General Counsel. The Board may appoint a General Counsel. The General Counsel shall be the chief legal officer of the District and shall have such duties and responsibilities as may be determined by the Board, except that the duties and responsibilities of the office of General Counsel shall not include those required by law or these Bylaws to be performed by the Board or otherwise in conflict with law. The General Counsel shall not be a Director.

5.10 Duties of Officers May Be Delegated. For any other reason that the Board may deem sufficient, the Board may delegate some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person. Additionally, the Board may designate an official agent and delegate such individual with the District's full authority to execute all bonds, notes, debentures, mortgages and other instruments for and in the name of the District, cause the corporate seal to be affixed thereto, and execute all other instruments and documents for and in the name of the District.

ARTICLE VI

LIABILITY LIMITATION AND INDEMNIFICATION

6.1 Limitation of Liability. No person will be liable to the District or the directors for any loss, damage, liability or expense suffered by the District on account of any action taken or omitted to be taken by such person as a director, officer, employee or agent of the District or of any other enterprise for which such person serves or has served as a director, officer, employee or agent at the request of the District, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other enterprise, or upon statements made or information furnished by directors, officers,

employees or agents of the District, or of such other enterprise, which such person had no reasonable grounds to disbelieve.

6.2 Mandatory Indemnification. The District will indemnify and protect any director, officer, employee or agent of the District, or any person who serves at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

6.3 Other Indemnification. The indemnification provided by this **Article 6** will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

6.4 Indemnification for Other Entities. The District may give any further indemnity, in addition to the indemnity authorized or contemplated under this **Article 6**, including **Section 6.2**, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the District which has been adopted by a vote of the directors of the District, and provided further than no such indemnity will indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

6.5 Insurance. The District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District, or is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the District would have the power to indemnify him against such liability under the provisions of this **Article 6**.

6.6 Other Definitions. For purposes of this Article 6, the term “other enterprise” will include employee benefit plans; the term “fines” will include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the District” will include any service as a director, officer, employee or agent of the District which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the District” as referred to in this Section.

ARTICLE VII

GENERAL PROVISIONS

7.1 Conflicts of Interest. Public confidence in the recommendations and other actions of the Board requires that directors avoid both actual conflicts of interest and situations that might give the appearance of a conflict of interest. Given the qualifications for directorship, it is to be expected, however, that some directors will have outside business or professional interests relating to the District’s mission. It is not intended that such outside business or professional interests be considered a conflict of interest, provided that a director shall not participate in any deliberation or vote, and shall not take any other affirmative action as a director with respect to a matter in which such director has an interest which is in substantial conflict with the proper discharge of the duties and responsibilities of membership on the Board. The existence and nature of any potential conflict of interest shall be promptly disclosed to the President. With respect to potential conflicts of interest, the director shall either (1) excuse himself or herself from participating in any deliberation or vote on the matter and may not otherwise take any affirmative action on the matter or (2) shall prepare a written statement prepared under penalty of false statement

50373241.2

63256359.2

describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, such director is able to vote and otherwise participate fairly, objectively, and in the public interest, and shall deliver a copy of such statement to the President and shall enter a copy of the statement in the minutes of the Board. In addition to the steps described above, a conflicted or potentially conflicted director is strongly encouraged to: (a) leave the room during discussion and vote on the matter at hand; (b) not to participate in such discussion and vote; and (c) not to obtain access to non-public confidential information regarding the matter at hand.

7.2 Fiscal Year. The Board may fix and from time to time change the fiscal year of the District. In the absence of action by the Board, the fiscal year of the District will end each year on the date that the District treated as the close of its first fiscal year, until such time, if any, as the fiscal year may be changed by the Board.

7.3 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to specific instances.

7.4 Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted only in the manner provided in the Articles.

CERTIFICATE

The undersigned directors of the Show Me PACE hereby certify that the foregoing Second Amended and Restated Bylaws have been duly adopted by the Board of Directors.

Dated: _____, 2018

Name: Dave Barber

Title: Director

Name: Nicholas Brinker

Title: Director

Name: Mark Carlie

Title: Director

Name: Aimee D. Davenport

Title: Director

Name: James Murphy

Title: Director

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *Second Reading*

Requested Action:

Second Reading of Bill #24-94

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:

This is a contract to hire an attorney to handle day-to-day prosecutions in municipal court. It was budgeted for this year but not used. Prosecuting takes up a significant amount of attorney time that is needed elsewhere.

City Attorney Comments:

Per City Code 110.230, Bill 24-94 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24.94

ORDINANCE NO. 24.94

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH THE LAW OFFICE OF TODD MILLER, LLC IN AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Service Agreement for a licensed attorney in the State of Missouri and qualified to serve as Municipal Prosecutor;

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

Section 1. The Mayor is hereby authorized to execute a Municipal Division Prosecutor Agreement under substantially the same terms and conditions as the attached draft, Exhibit A to this ordinance.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Thirty Thousand Dollars (\$30,000.00) per year to be paid at a rate of Twenty-Five Hundred Dollars per month (\$2,500.00). Mr. Miller will be responsible for paying all taxes due on such compensation.

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

READ FIRST TIME: December 19, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.94 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. 24.94.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



MUNICIPAL DIVISION PROSECUTION SERVICES AGREEMENT

THIS AGREEMENT is effective as of January 2, 2025, by and between the City of Osage Beach ("City"), and the Law Office of Todd Miller, LLC, a Missouri limited liability company, by and through M. Todd Miller ("Prosecutor"), a licensed attorney practicing in Camden County, Missouri, contingent upon approval of the City's Board of Alderman.

WHEREAS Prosecutor is a licensed attorney in the State of Missouri and qualified to serve as a Municipal Court Prosecutor; and

WHEREAS the City desires that Prosecutor provide such Prosecution services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. **Term.** Prosecutor shall provide the services below for a period commencing on the effective date hereof and continuing through December 31, 2025, to serve as Prosecutor for the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Prosecutor agrees to perform the services hereinafter described all upon the terms and conditions herein stated.
2. **Scope of Services to be Provided.** Prosecutor is hereby appointed as an assistant prosecutor for the City's Municipal Court and will be responsible for all Municipal Court prosecutions other than the following: jury trials, trials *de novo*, complex code enforcement, and other hearings in Associate Circuit Court, and appeals. The City Prosecutor may also, in his sole discretion, retain control of specific cases or classes of cases. Prosecutor shall report to the appointed City Prosecutor. Prosecutor shall comply with all the laws of the State of Missouri and the Supreme Court Rules.
3. **Fees.** For the services rendered pursuant to this Agreement, Prosecutor shall submit a monthly invoice to the City for services at the rates quoted in his response to the RFQ for this position. Such invoices shall be delivered to the City no later than 30 days following the end of the preceding month or payment may be delayed until the following month. Prosecutor's invoices shall not exceed \$2500.00 per month, and City shall not be liable for any payment in excess of that amount. Prosecutor will receive a Form 1099 at the end of the year. Prosecutor shall be responsible for paying all taxes due on such compensation. In performing the services herein specified, Prosecutor is acting as an independent contractor and shall not be considered an employee of the City.

4. **Professional Training.** Prosecutor agrees to attend all required continuing municipal legal education training sessions and will provide documentation of said training to the City upon request. Upon presentment, City shall reimburse Prosecutor for any expenses arising from any training specifically required to perform the services detailed herein.
5. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Prosecutor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Prosecutor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site.
6. **Licenses, Permits, Taxes.** Prosecutor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for Prosecutor. Prosecutor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
7. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments and this Agreement shall terminate. Prosecutor shall not be required to perform any services thereafter, and the City shall pay Prosecutor for any time/fees already devoted to the City's affairs.
8. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.
9. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Prosecutor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
10. **Laws, Ordinances, and Regulations.** Prosecutor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Prosecutor, the City, or the subject matter of this Agreement. Except as described herein, the City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Prosecutor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Prosecutor, or the City.

11. **Ownership of Work Product.** All documents and other work product created by Prosecutor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
12. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
13. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
14. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
15. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein
16. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution and to the extent permitted by law, the parties waive any right to jury trial.
17. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
18. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

20. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY:
CITY OF OSAGE BEACH, MISSOURI

PROSECUTOR:
LAW OFFICE OF TODD MILLER, LLC

BY: Michael Harmison Date
ITS: Mayor



By: Todd Miller 12/06/2024
ITS: Manager Date

Attest:

BY: Tara Berreth Date
ITS: City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone

Requested Action:

Public Hearing - Special Use Permit Case 415 Chris and Sarah Brand

Ordinance Referenced for Action:

Board of Aldermen shall hold a public hearing on each application for a Special Use Permit per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

A Public Hearing is required for all Special Use Permit cases. This is the hearing for SUP Case 415, as requested by Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone.

This is an opportunity for the Mayor and the Board of Aldermen to hear comments or concerns from the applicant and the public pertaining to the proposed Special Use Permit.

City Attorney Comments:

City Administrator Comments:

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City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone

Requested Action:

Motion to Approve Special Use Permit 415- Christopher and Sarah Brand

Ordinance Referenced for Action:

Special uses require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on December 10, 2024, and have forwarded it to the Board with a unanimous recommendation for approval.

The Board Of Zoning Adjustment reviewed the applicant's request for a variance from setback regulations and approved the request at their meeting on December 18, 2024.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

**PLANNING DEPARTMENT
REPORT TO
PLANNING COMMISSION**

Date:	December 10, 2024	Case: 415
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Applicant: Christopher and Sarah Brand

Location: 870 Pintail Lane

Petition: Special Use Permit to allow an addition to an existing dwelling in a commercial zone.

Existing Use: Single-family dwelling

Zoning: C-1 General Commercial

Tract Size: Approximately 5,000 square feet

The Osage Beach Comprehensive Plan
Designates this area as appropriate for: Moderate Density Residential

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Citywide		May 1984

Utilities: Water: **City** Electricity: **Ameren UE**
Sewer: **City**

Access: Property has frontage on both Driftwood Lane and Pintail Lane. Currently, access is derived from Pintail Lane.

Analysis:

1. The applicant is the owner of the property in question. The property is an unplatted tract that has an area of approximately 5,000 sq. ft.
2. The applicant wishes to remodel and build an addition on to the existing structure that is located on the subject property. Because the subject property and structure are located in a C-1 (General Commercial) zone, a Special Use Permit is required before a permit can be approved for the proposed construction.

3. This is also a case where the proposed addition does not meet the setback requirements for property. The addition will encroach to within 23.4 feet from the front property line (Driftwood Lane frontage). The minimum required front setback from a local street in a commercial zone is twenty-five (25') feet.
4. The Board of Zoning Adjustment will hear the request for variance from the minimum front setback requirements, for the subject request, at their meeting on December 18, 2024. If the variance from the minimum setbacks is approved by the Board of Adjustment, the request for the Special Use Permit, if approved by this Commission, can then proceed to a hearing by the Board of Aldermen at their regular meeting held on January 2, 2025.
5. With the approval of both the variance and the Special Use Permit, the applicant can then submit an application for a Building Permit that meets all of the subject conditions for approval.

Department Comments:

As is seen in many of the commercially zoned areas, a mixture of uses and intensities has developed. This is not uncommon, especially in areas with existing residential neighborhoods located in commercial zones. A fundamental function of zoning is to separate incompatible land uses. With increased demand for both commercial and residential properties in the city, land use intensities could increase with property sales and new development. Property owners need to be cognizant of this before further developing their land residentially or replacing nonconforming uses. This piece of property is located in an old resort that has been converted into residential homes and are now owned by individuals. The fact that this request is located in an area that has become residential in nature, even with its commercial zoning, lends this property very favorable to a request of this type. Fortunately, the code of ordinances provides us with the ability to approve a Special Use Permit for this request as opposed to requiring the property to be rezoned. **With this in mind, the Planning Department would recommend approval of this Special Use Permit with the following conditions:**

1. The structure must be built according to the submitted site plan.
2. Variance Case 352 must be approved by the Board of Zoning Adjustments.
3. Any expansion or significant change in the proposal shall require Board of Adjustment approval as well as an amendment to the Special Use Permit.
4. A building permit must be obtained for the addition and all other zoning codes be adhered to.



Date Received: 11.12.24
Case #: 415
✓ # 19322

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Christopher R and Sarah J Brand Phone: 314-683-3260
Address: 870 Pintail Lane City: Osage Beach State Missouri Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

Christopher Brand

Sarah Brand

2. Name of landowner's representative, if different from above: Phone:
Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom? Chris Brand
Address: 7312 Dean Drive City: Dittmer State Missouri Zip: 63023

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 870 Pintail Lane City: Osage Beach State Missouri Zip: 65065

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No
Explain all uses: Residential Expansion

This is a vacation home. We need more room to fit our family.

6. Area of property in square feet or acres: 0.106 Acres

7. Current zoning classification: C-1

8. Sources of utilities: Water: City of Osage Beach Gas: N/A
Sewer: City fo Osage Beach Electric: Ameren

9. Proposed zoning classification: Residential Expansion in a C-1 Zone

10. How long have you owned this property? 11 Years 8 Months

11. Current use of property (describe all improvements): Residential

12. Current use of all property adjacent to subject property: North: Residential
South: Residential East: Residential West: Residential

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Everything is residential use.

14. Do you own property abutting or in the vicinity of the subject property? ☒ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

Lot to south and east. Separate lots with that do not tie into this request.

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

There will be no affect as I'm staying within the same footprint of my existing space.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

We are submitting for a residential expansion within the same footprint. There will be no affect.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

We are only affecting ourselves with minimal impact. See letter.

Notary Information

State of Missouri }
County of Camden } ss

I, Christopher Bond, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant:

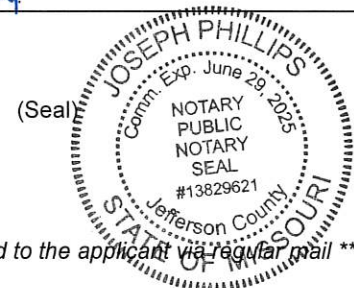
Date:

Subscribed and sworn to before me on this 12 day of November, 2024

Notary Public:

My Commission Expires:

Person Accepting this Application:



****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

CITY OF OSAGE BEACH
LEGAL NOTICE OF MEETING OF THE PLANNING COMMISSION
AND A PUBLIC HEARING BEFORE THE
BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI

Location of property involved: 870 Pintail Lane
Osage Beach MO 65065

Hearing Date:

Planning Commission – December 10, 2024, at 5:30 pm

Board of Aldermen – Public Hearing – January 2, 2025, 5:30 pm

Location: 1000 City Parkway, Osage Beach MO 65065

Subject: Special Use Case No. 415

(a) Applicant: Christopher and Sarah Brand

(b) Proposed use: Special Use Permit – For a Residential addition use in a Commercial (C-1 zone)

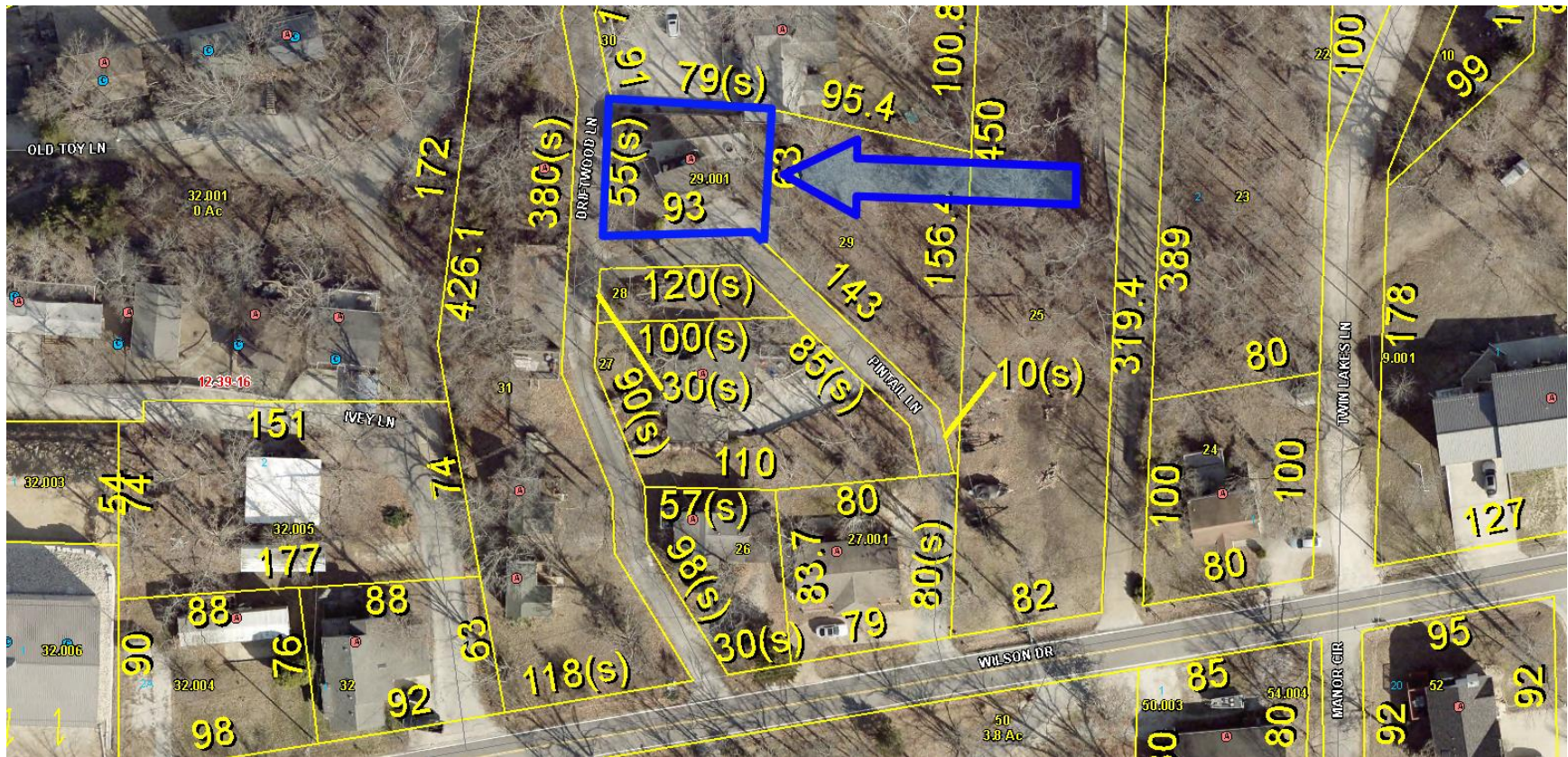
PROPERTY OWNERS PLEASE NOTE: All persons interested should attend and will be given an opportunity to be heard.

Planning Commission of the
City of Osage Beach, Missouri



Tara Berreth, City Clerk

Persons needing a special accommodation as addressed by the Americans with Disabilities Act should contact the City Clerk's office at least forty-eight (48) hours in advance of the meeting at 573.302.2000.



SUP Case 415 Location Map

Note:
1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.

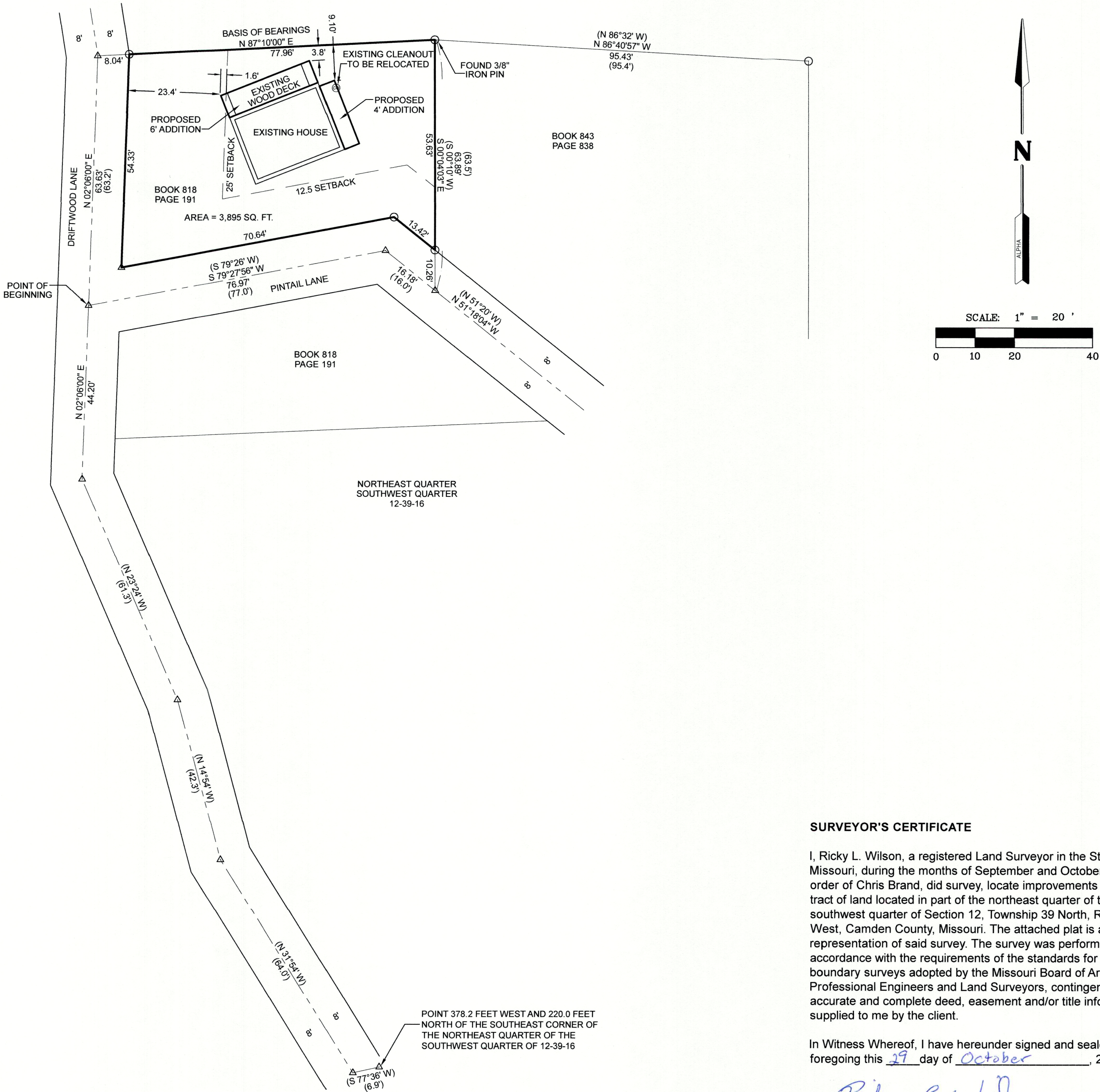
LEGEND

Standard symbols that may appear on this drawing

- Centerline of Road
- R-O-W Line
- Property Line
- Setbacks
- Closure Line
- Found Monument
- Set Monument
- No Found or Set Monument
- Government Corner
- Right-of-way Marker

Class of Survey: Urban

BRAND: Survey



SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of September and October, 2024, by order of Chris Brand, did survey, locate improvements and plat a tract of land located in part of the northeast quarter of the southwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri. The attached plat is a representation of said survey. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors, contingent upon accurate and complete deed, easement and/or title information supplied to me by the client.

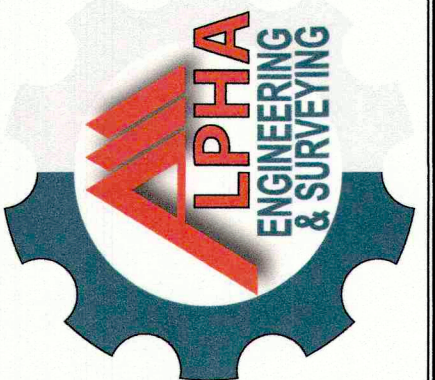
In Witness Whereof, I have hereunder signed and sealed the foregoing this 29 day of October, 2024.

Ricky L. Wilson
Ricky L. Wilson
MO. REG. NO. L.S. 2638

Sheet Number: 1 OF 1	
Date: 10/29/24	Scale: 1"=20'
Project Number: 24-00725	
Field Book M-312 PG 22	
Drawn By: N.F.W.	Approved By: R.L.W.

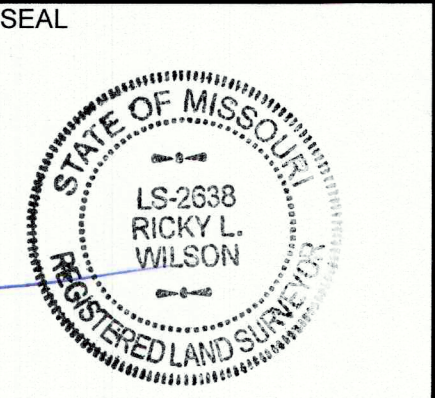
Part of the NE 1/4 of the SW 1/4 of
Sec. 12, Township 39 North, Range 16 West,
Camden County, MO

Alpha Engineering & Surveying, LLC
3048 Hwy. 52
Eldon, MO 65026
(573) 392-3312
1037 Osage Beach Rd.
Osage Beach, MO 65065
(573) 348-5552
Civil & Structural Engineering - Land Surveying
Environmental Operations - Material Testing



ALPHA ENGINEERING & SURVEYING, LLC
MO State Certificates of Authority:
LS - 2023034755
E - 2023033612

The Professional Surveyor's seal affixed to this sheet applies only to material and items as shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this Surveyor, and this Surveyor expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.



S:\Projects\PROJECTS\BRAND, CHRIS\24-00725\24-00725.dwg

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: April White, Assistant City Administrator
Presenter: April White, Assistant City Administrator

Agenda Item:

Bill 25-01- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a consulting agreement with LandShift LLC for the City of Osage Beach SS4A Grant Administration in an amount not to exceed \$111,425.00 *First Reading*

Requested Action:

First Reading of Bill #25-01

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Budget Line Item/Title: 20-00-773213 / Safe Streets For All Project

FY2025 Budgeted Amount: \$1,000,000

FY2025 Expenditures to Date (01/02/2025): (\$ 0)

FY2025 Available: \$1,000,000

FY2025 Requested Amount: \$111,425 + Travel Expenses

Budget Line Information (if applicable):

Department Comments and Recommendation:

The City solicited a Request for Qualifications for grant administration for the Safe Streets For All grant and received four proposals by the November 14th deadline. The Steering Committee for the grant, which includes City Engineer Drew Bowman, myself, and eight individuals from the local community, recommends Laneshift to serve as the City's grant administration.

Laneshift is a planning and design firm that specializes in active transportation and is located in Bentonville, Arkansas. Their focus is assisting clients with planning and

designing safe, comfortable, and connected transportation infrastructure. Laneshift has experience working in Osage Beach and has displayed excitement in providing professional services on this grant with attention to our local needs.

Laneshift has provided a not to exceed contract totaling \$111,425. This pricing excludes travel (accommodations, mileage, and meals). Those items will be invoiced on a monthly basis and are estimated to be \$10,000.

City Attorney Comments:

Per City Code 110.230, Bill 25-01 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-01

ORDINANCE NO. 25.01

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING AGREEMENT WITH LANESHIFT LLC FOR THE CITY OF OSAGE BEACH SS4A GRANT ADMINISTRATION IN AN AMOUNT NOT TO EXCEED \$111,425.00

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

Section 1. The Mayor is hereby authorized to execute a Consulting Agreement with LaneShift LLC under substantially the same terms and conditions as the attached draft, **Exhibit A** to this ordinance.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred and Eleven Thousand, Four Hundred Twenty-Five Dollars (\$111,425.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.01 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. 25.01.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of December 10, 2024 (the "Effective Date"), by and between City of Osage Beach, Missouri ("City"), and LaneShift, LLC ("LaneShift" together with City the "Parties").

WITNESSETH:

WHEREAS, City is a municipality located in Missouri.

WHEREAS, LaneShift is an active transportation education, planning, and consulting company; and

WHEREAS, City desires to retain the services of LaneShift and LaneShift desires to provide services to City with respect to the Business, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, City and LaneShift hereby agree as follows:

1. Consulting Firm Services. LaneShift shall collaborate with the City of Osage Beach to administer the Safe Streets for All Federal Highway Administration Grant. Details of the grand administration for Safe Streets for All Federal Highway Administration Grant are further described in the "Methodology & Scope of Work" document attached hereto as Exhibit A and incorporated herein by reference (the "Services").

1.1. Limitation of Services. As part of the Services, LaneShift may provide input regarding design and engineering on a conceptual level, however, shall not provide architectural or engineering services. City acknowledges and agrees that City will not rely on LaneShift for architectural or engineering services and will employ licensed architects and engineers as needed to perform such services.

2. Compensation for Services. In consideration of the Services to be performed by LaneShift during the term of this Agreement, City will pay LaneShift pursuant to the Schedule of Fees attached hereto as Exhibit B and incorporated herein by reference.

3. Term. The term of LaneShift's engagement under this Agreement shall commence on the Effective Date and shall continue through December 31, 2025 (the "Initial Term"), subject to earlier termination as provided in Section 8.

4. Non-Solicitation and Confidentiality.

4.1 Confidentiality. LaneShift agrees to preserve as confidential any and all information, material, documents and data related to the business activities of City and its Customers (including, but not limited to, business plans, financial data, customer lists, and

product information) that may be disclosed to, or received by LaneShift from the City , and information which is independently developed by LaneShift as a result of this Agreement (collectively the "Confidential Information"). Such Confidential Information shall not include information which is or becomes through no fault of LaneShift part of the public domain; which was already known to LaneShift at the time of disclosure as evidenced by written documents; or which was lawfully obtained by LaneShift from a third party outside of this Agreement. During the term of this Agreement and for a period of two (2) years thereafter, LaneShift: (i) shall hold the Confidential Information in trust and confidence for City and shall protect the Confidential Information with a commercially reasonable degree of care; (ii) shall not disclose, reveal, make accessible or mats and employees only; and (iv) shall never use or exploit any such Confidential Information for his/her own benefit or any other person's or entity's benefit.

4.2 Ownership and Return. LaneShift acknowledges and agrees that all of the Confidential Information of City is and shall remain the sole and exclusive property of City, free of any and all claims of LaneShift. Any information, data or ideas created as a result of this Agreement that relate directly to City 's business, products or services shall belong solely to City . Upon termination of this Agreement or an earlier request by City, LaneShift shall promptly return to City all Confidential Information and all equipment and tangible personal property of City entrusted to LaneShift or otherwise in LaneShift's possession or control.

5. LaneShift Status. LaneShift understands and agrees that all services provided pursuant to this agreement shall be provided on an independent contractor basis. No work, act, commission or omission by LaneShift or by City shall be construed to make LaneShift, or LaneShift' employees or agents, employees or agents of City. LaneShift will not represent itself to be or hold itself out to be an employee of City. None of the benefits provided by City to its employees, including, but not limited to, vacation pay, sick leave, health or disability benefits, retirement benefits, worker's compensation insurance, unemployment insurance, or employee benefits of any kind, is available from City to LaneShift or the employees or agents of LaneShift.

6. Performance of Work. LaneShift shall determine the method, manner, details, and means of performing the Services. City shall have no right to control the manner or to determine the method of accomplishing the Services. City is interested only in the results obtained under the Agreement.

7. Termination.

7.1. Written Notice Without Cause. Either Party may terminate this Agreement without cause, upon thirty (30) days advance written notice. In the event that City terminates this Agreement without cause, contemporaneously with the written notice, City shall remit to LaneShift the entire remaining compensation owed during the Term pursuant to Section 2. In the event that LaneShift terminates this Agreement without cause, no further compensation will be owed by City to LaneShift.

7.2. Written Notice From City With Cause. If LaneShift fails to perform any of its material obligations under this Agreement, City, in addition to any other remedy it may have at law or equity, give notice of its intent to terminate this Agreement for breach, specifying the act or omission upon which such notice is based. If the specified default is not cured without ten (10) days of such notice, City shall be entitled to terminate this Agreement immediately upon written notice to LaneShift, with such termination being effective on the date of such notice.

7.3. Written Notice From LaneShift with Cause. If City fails to perform any of its material obligations under this Agreement LaneShift may, in addition to any other remedy it may have at law or equity, give notice of its intent to terminate this Agreement for breach, specifying the act or omission upon which such notice is based. If the specified default is not cured within ten (10) days of such notice, LaneShift shall be entitled to terminate this Agreement immediately upon written notice to the City, with such termination being effective on the date of such notice. Upon termination by LaneShift for cause, City shall, within ten (10) days of written notice of termination from LaneShift, remit to LaneShift the entire remaining compensation owed during the Term, pursuant to Section 2.

8. General Provisions.

8.1. Assignment. The rights and obligations of either party shall not be assignable, delegable, or otherwise transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment or delegation shall ever release either party of its obligations hereunder unless expressly relieved or discharged from same in a writing signed by the non-assigning party.

8.2. Fees of Legal Counsel. Except as otherwise provided herein, if any party shall employ any attorney to file a lawsuit to protect its rights hereunder or to enforce any provision hereof, the party prevailing in any such lawsuit may recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation thereto.

8.3. Further Assurances. The parties shall, upon written request, execute, acknowledge, and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

8.4. Modification. No provision of this Agreement may be modified, amended, or waived except by written agreement signed by the party to be bound thereby.

8.5. Binding Effect and Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, assigns, personal representatives, and successors of the parties hereto.

8.6. Notice. All notices, requests, demands, and other communications permitted or required herein shall be in writing, and either delivered in person; sent by express mail or other overnight delivery service providing receipt of delivery; or mailed by certified or

registered mail, postage prepaid, return receipt requested, restricted delivery to the relevant party. All such notices and other communications, unless otherwise designated in writing, shall be sent to the following persons:

If to City :
City of Osage Beach, MO
Attn: _____, _____

If to LaneShift:
LaneShift, LLC
Attn: Ryan Hale, CEO

8.7. Severability. Each provision of this Agreement is severable from all other provisions. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. If any court of competent jurisdiction determines that any such provision is invalid or unenforceable for any reason, all remaining provisions shall remain in full force and effect.

8.8. Continuing Obligations. Termination, assignment or expiration of this Agreement shall not relieve either party from full performance of any obligations incurred prior thereto, unless otherwise agreed to in writing by both parties.

8.9. Waiver. Either party to this Agreement may, by written notice to the other party, extend the time for the performance of any obligation by the other party; waive any inaccuracies in this Agreement caused by the other party; and waive compliance with any of the covenants of the other party in this Agreement. No waiver of a breach of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver of any provision shall be in writing and signed by the party to be bound thereby.

8.10. Governing Law and Forum. This Agreement shall be subject to and governed by the laws of the State of Arkansas. The forum for any litigation shall be in the courts of Benton County, Arkansas.

8.11. Counterparts. This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.12. Third Party Beneficiaries. Except as provided in this Agreement, the parties do not intend to create any rights for the benefit of any third party.

8.13. Composition of Agreement. The parties hereto represent that they have each read this Agreement and each has sought and received competent legal counsel prior to its execution. The parties assume joint responsibility for the form and composition of each provision of this Agreement and each acknowledge that this Agreement shall be interpreted as though they shared equally in its preparation.

8.14. Conflict in Instruments. To the extent that there is an irreconcilable conflict between the provisions of this Agreement and any document delivered in connection herewith, the provisions of this Agreement shall prevail.

8.15. Entire Agreement. This Agreement contains the entire agreement of all parties on the subject matter hereof, and no other oral or written agreements shall be binding upon the parties hereto. The parties acknowledge that they have neither been influenced to enter into this Agreement by any party, nor relied on any representation of any party except for those representations set forth in this Agreement. This Agreement supersedes all prior agreements, contracts, and understandings of any kind on the subject matter hereof, either oral or written.

EXECUTED and DELIVERED as of the Effective Date.

City of Osage Beach, MO

By: _____
_____, _____

LaneShift, LLC

By: _____
Ryan Hale, CEO

Exhibit "A" to Follow :

Methodology & Scope of Work

TASK 1: PROJECT MANAGEMENT & COORDINATION

A. Project Kickoff:

- The consultant team will maintain a detailed schedule from project kickoff through completion, including milestones, deliverables, internal and external meetings, civic engagement meetings, and formal public hearings.
- The consultant will work with the project steering committee, which provides strategic direction and feedback, throughout the planning process.
- The consultant will plan and facilitate a project kick-off meeting with the steering committee to clarify the project scope, background, expectations, and measures of success. Recommended objectives for the kick-off meeting include:
 - Developing a three to five (3–5) year strategic objectives outline for the project.
 - Developing guiding principles for the project.
 - Establishing communication channels and protocols.
 - Refining the project work plan and schedule.
 - Identifying known preliminary issues.
 - Developing a list of background data/plans to request and review.

B. Project Coordination:

Throughout the project, the Laneshift project management team will be in regular communication with the city project manager, by email, phone, and written communications, to keep the city apprised of progress. These regular progress meetings will occur via video conference or in-person meetings every two weeks.

Laneshift's overall project management services:

- Project Schedule: Laneshift will prepare and maintain a project schedule throughout the life of the grant. The schedule will be used as a tool to manage the project and will be updated as specific milestones are achieved.
- Financial Management: Laneshift will coordinate budgeting and financial tracking, adhering to fiscal responsibility with oversight and approval from the city.
- Assisting and Supporting Procurement: Laneshift will coordinate with the city to develop requests for proposals (RFPs) and/or requests for qualifications (RFQs) as needed for various aspects of the project. This will include developing draft scopes of work, guidelines, and assistance in advertising and distributing the RFPs and or RFQs.
- Contract Management: Laneshift will advise and assist the city with the review of contracts related to the grant.
- Adherence to Labor Standards: Laneshift will comply with all labor laws and standards and review contracts with all future consultants, being mindful of the inclusion of appropriate laws and standards.
- Equal Opportunity/Civil Rights: Laneshift will ensure fairness and non-discrimination in all its efforts associated with the defined scope of work and will review all future contracts for adherence to this standard.
- Citizen Participation: Laneshift will review all future contracts and provide guidance on community and citizen engagement throughout the planning process.
- Close Out: Laneshift will coordinate and support the city in successfully closing out the grant when completed, including reporting and evaluation.
- Monthly progress reports
- Bi-weekly project meetings
- Meeting notes
- Contacting other staff, if necessary throughout the contract, to gather any additional information needed for the project
- Coordinating with the city regarding plan elements and needs

- Providing overall management, direction, and coordination of staff and contractors to include any necessary internal consultant staff meetings
- Maintaining contact with the city via telephone or other agreed-upon communication means on a bi-weekly basis to provide grant and project status information.

C. Steering Committee Meetings:

Laneshift LLC will facilitate four (4) steering committee meetings throughout the planning process, including the kickoff meeting. The steering committee will offer incremental feedback on the planning process, oversee progress, help address obstacles, and monitor progress toward key milestones.

D. Administration and Recordkeeping:

The proposed scope of work:

- Scheduling Methods: Laneshift will prepare a grant and project schedule using project software or a similar project management tool. The project schedule will include, but is not limited to, all major authorized tasks agreed upon by the parties, project design team meetings, and milestones (type and date) specified in this scope of services and required to be completed under this contract. Laneshift will update the project schedule during the project if milestone or deliverable due dates are modified.
- Invoice Review and Preparation: Laneshift will review all invoices submitted by contractors completing work for the grant/project. Laneshift will prepare invoices and progress reports according to the requirements set forth by FHWA. Each progress report will include, but not be limited to:
 - A summary of the previous period's activities and the planned activities for the upcoming period.
 - The percentage of completion of each task/deliverable.
- A reconciled budget reflecting the total amount billed.
- Possible unresolved issues and concerns that may affect the scope of services, schedule, and/or budget for services.
- Record Keeping and Preservation: Laneshift will develop and maintain a project file that includes meeting agendas and minutes, plan elements, geographic information and mapping, quality control, review documentation, applicable correspondence history, and memoranda.

Task 1 Deliverables:

- Kick-off meeting (agenda, goals, agreements, schedules, and meeting notes.)
- Progress meetings (occurring every two (2) weeks)
- A total of four (4) project steering committee meetings
- Monthly progress reports
- A draft project schedule/timeline will be submitted within ten (10) calendar days of NTP, submitted electronically via MS Project, or other similar software, to the city.
- Updates to the project schedule/timeline, as necessary, via the timeline agreed to by the city (electronic format)
- Progress reports and invoices will be submitted electronically to the city no later than the 20th calendar day of the month following the reporting period.
- On-going coordination and communication, as needed, to manage the services under this contract appropriately

TASK 2: REVIEW DOCUMENTS FOR REIMBURSEMENT REQUEST SUBMITTAL

The Laneshift project team will work with the city staff to collect all necessary paperwork and documentation required for submitting reimbursement requests. The Laneshift project team will ensure accurate records of expenses, receipts, and any other relevant materials.

Task 2 Deliverables:

- Laneshift will maintain a project budget spreadsheet document. Updated will occur as invoices are submitted. The city will have ongoing access to this spreadsheet for real-time, up-to-date information on the budget.
- A simple budget report will be submitted to the city on a monthly basis.

TASK 3: REVIEW & ASSIST WITH THE PREPARATION AND SUBMISSION OF REPORTS TO THE FEDERAL HIGHWAY ADMINISTRATION (FHWA):

Laneshift will work closely with the city to review and prepare grant reports for the FHWA, including:

- Quarterly performance progress reports.
- Quarterly financial status.
- Baseline performance measurement.
- The SS4A final report.

The SS4A final report will include:

- The costs of each eligible project and strategy carried out using the grant.
- The roadway safety outcomes and any additional benefits such as increased usage of alternative transportation modes (e.g., walking, biking, transit) without a commensurate increase in serious and fatal crashes.
- The percent of funds spent in, and providing benefits to, underserved communities.
- The lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.
- Performance measurement information and data required by the FHWA.

Laneshift will assist and support the city in the required program evaluation. This may include, but not be limited to:

- An impact and/or outcomes analysis of some or all sites associated with the grant.
- Before and after photographs of the sites and qualitative activities, such as videos, describing the project and its impact on the community.
- A benefit to cost analysis to gauge return on investment.
- Making records available to the evaluation contractor.
- Assisting in providing access to program records and any other relevant documents to calculate costs and benefits.
- Facilitating the access to relevant information as requested.
- Following evaluation procedures as specified by the evaluation contractor or USDOT staff.

TASK 4: COMPLIANCE

Laneshift will support and assist the city in becoming familiar with the terms outlined in the grant agreement provided by FHWA. Laneshift will provide guidance to the city in adherence to federal laws, regulations, and guidance relevant to the grant.

TASK 5: RECORD RETENTION

Laneshift will maintain an online project file containing all relevant records and documentation relating to the project. These files will include, but not be limited to:

- The project charter.
- FHWA grant agreements and amendments.
- Specific project folders, including:
 - The comprehensive safety action plan
 - Demonstration projects
 - Sub-consultant/contractor contracts, budgets, and progress reports
- An overall budget spreadsheet and associated documentation
- Evaluation and performance measurement information
- Project meeting notes and communication

Project files will be accessible to the city. Specific requests for data, documents, or other relevant details related to the grant will be met promptly by Laneshift.

TASK 6: PLANNING DESIGN SUPPORT

The Laneshift team will support all planning projects associated with the grant. This will include, but not be limited to:

- Reviewing draft planning documents.
- Providing insights and recommendations related to public engagement.

The Laneshift team will support the design and implementation of all demonstration projects associated with the grant. This will include, but not be limited to:

- Design review of engineering plans.
- Support and input on communication strategies related to demonstration projects.

Exhibit “B” – Schedule of Fees:

Not-to-exceed fee for services: \$111,425

Pricing includes: The scope of work items as listed in the “Methodology & Scope of Work” proposal dated 11/12/2024. Tasks that fall outside of the items listed in the scope will require a change order, including a corresponding mutually agreed upon budget.

Pricing excludes: Travel (Accommodations, Mileage, Meals). These items will be invoiced on a monthly basis. Travel expenses for the term of this contract are estimated to be \$10,000.

Monthly progress reports and invoices will be sent outlining Laneshift and contractor hours and expenses for reimbursement. All invoices are due upon receipt.

Draft budget

City of Osage Beach-SS4A Grant Administration

Tasks			Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Total Hours	Total Cost
Task Title			Project Management & Coordination		Review Documents For Reimbursement		Review and assist with Prep and submission of reports to FHWA		Compliance		Record retention		Planning Design support			
Name	Role	Loaded Hrly Rate		Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Cost
Ryan Hale (Laneshift)	Principal in Charge	\$ 250	65	\$ 16,250	24	\$ 6,000	30	\$ 7,500	18.5	\$ 4,625	12	\$ 3,000	24	\$ 6,000	173.5	\$ 43,375
Marina Kashubin (Laneshift)	Project Manager	\$ 150	65	\$ 9,750	30	\$ 4,500	40	\$ 6,000	24	\$ 3,600	12	\$ 1,800	12	\$ 1,800	183	\$ 27,450
Jocelynn Crowther (Laneshift)	Engineering Consultant	\$ 250	48	\$ 12,000	12	\$ 3,000	12	\$ 3,000	12	\$ 3,000	0	\$ -	12	\$ 3,000	96	\$ 24,000
Jacob Truman	Lead Designer	\$ 150	24	\$ 3,600	4	\$ 600	4	\$ 600	4	\$ 600	4	\$ 600	24	\$ 3,600	64	\$ 9,600
Contract Support		\$ 250	8	\$ 2,000	6	\$ 1,500	8	\$ 2,000	6	\$ 1,500	0	\$ -	0	\$ -	28	\$ 7,000
Total			210	\$ 43,600	76	\$ 15,600	94	\$ 19,100	64.5	\$ 13,325	28	\$ 5,400	72	\$ 14,400	550.5	\$ 111,425



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and LaneShift, LLC (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement**.”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the City Engineer, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant’s license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement,

on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.
6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Contractor Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor's Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.

10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project; and (2) all materials and supplies purchased for the project. See R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed to perform the Bid. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
14. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
16. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

18. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
19. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

LaneShift, LLC hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Bill 25-02 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Knapheide for the purchase of two service bodies for an amount not to exceed \$82,291.75. *First Reading*

Requested Action:

First Reading of Bill #25-02

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: 30-00-774265 Vehicles

FY2025 Budgeted Amount:	\$120,387
FY2025 Expenditures to Date (12/19/24):	(\$0)
FY2025 Available:	\$120,387
FY202 Requested Amount:5	\$29,374.95

Budget Line Item/Title: 35-00-774265 Vehicles

FY2025 Budgeted Amount:	\$541,755
FY2025 Expenditures to Date (12/19/24):	(\$0)
FY2025 Available:	\$541,755
FY2025 Requested Amount:	\$52,916.80

Department Comments and Recommendation:

The city will be purchasing these service bodies from Knapheide Truck Equipment Center. All of our current service bodies were purchased through Knapheide, and we feel very comfortable with this vendor. These beds will be mounted on the two service trucks that were purchased in the summer of 2024. The sewer bed is more expensive because of the crane required to pull and load sewer pumps. These service bodies will come out of 30/35-00-774265 and will cost the City \$82,291.75. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-02 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-02

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KNAPHEIDE FOR THE PURCHASE OF TWO SIDE SERVICE BODIES FOR AN AMOUNT NOT TO EXCEED \$82,291.75.

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 purchase contract with Knapheide, 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 Eighty-Two Thousand Two Hundred Ninety One Dollars and Seventy Five Cents. (\$82,291.72)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-02 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. 25-02.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

BID OPENING

Service Bodies

12/16/2024

11:00 a.m.

The following bids were opened by Tara Berreth .

Bidder Name

Amount of Bid

KRANZ	QUOTE #1	\$43,523.00
	QUOTE #2	\$59,407.00
KNAPHEIDE	QUOTE #1	\$52916.80
	QUOTE #2	\$29,374.95

Contact(s): Brian Davis (Outside Sales)
bd018s@knapheide.com
5734739199

Customer: City of Osage Beach Public Works

ID: 117879
Address: 5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049
Description: 6108D5460 Service Body

Phone: 5733022020
Contact: Zak Wilber
Email: zwilber@osagebeach.org

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant
Ship Via: Customer Pick Up
Ship To: Knapheide Jefferson City
6603 BUSINESS 50 W
JEFFERSON CITY, MO 65109-6307

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Gas
GVWR: 14000

Model: F-350
Cab Type: Crew
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 179.8

Item	Description	Quantity	Unit Price	Total
PACKAGE	Knpaheide 6108d5460-b Steel Service Body *** #RFP605CO23002063 *** 6108D5460-B Service Body with Raised Front Verticals Overall Dimension: 107.25" Long x 94" Wide Cargo Area: 54" Wide x 24" High Side Compartment: 40" High x 20" Deep Street Side Compartmentation: Front Vertical: 34" Long x 60" High Horizontal: 46" Long x 18.5" High Rear Vertical: 27.25" Long x 40" High Curbside Compartmentation: Front Vertical: 34" Long x 60" High Horizontal: 46" Long x 18.5" High Rear Vertical: 27.25" Long x 40" High Standard Shelving: *(2) Adjustable Divider Shelves in Each Front Vertical Compartment *(1) Bolt-In Divider Shelf Curbside Horizontal Compartment *(1) Adjustable Divider Shelf in Each Rear Vertical Compartment *(28) Shelf Dividers Warranty: Standard Knapheide Limited Warranty Weight: 1497 lbs	1.00		15,299.94
PACKAGE	LED Compartment Lights	1.00		1,221.00
PACKAGE	4-corner Strobe Light Package ktec install 2-in grill 2-on rear toward outer edge	1.00		454.00
PACKAGE	Spray Line Cargo Area and Compartment Tops - 108" Service Body	1.00		1,085.99
PACKAGE	Go Light with telescopic pole installed in bed of chassis LED Spot Light, Wireless Remote 24 Volt, GoLight 20004GT-24 White Includes Mounting Hardware	1.00		1,517.00
PACKAGE	TommyGate Liftgate 1600lb lift	1.00		4,011.00

	1,600lb Liftgate, Tommy Gate G2-60SB-1642 TP27 55" x 27" +4" One-Piece Steel Treadplate w/ 27" Loading Depth + 4" Taper For Service Bodies with 54" Openings Clear Opening Between Uprights: 55 5/8" 'SB' Indicates use is for a Service Body			
20192514	C-Tech 6 Drawer Unit (3) 3" High Drawers (2) 5" High Drawers (1) 7" High Drawer Liner 250lb Capacity per Drawer Telescopic Top Shelf Includes Mounting Kit 28" Wide x 17.5" Deep x 29.82" High Red Weight: 119.53lbs installed on streetside front compartment	1.00	2,342.00	2,342.00
PACKAGE	Inverter 3000 Watt pure sine installed in curb side rear compartment Samlex PST-3000-12 3000 Watt Inverter Wide temperature operating range -20 to +40°C / -4 to +104°F Dual GFCI Protected Outlets Input: 12 VDC Output: 120 VAC Watts: 3000 Watts	1.00		2,643.00
PACKAGE	Fabricated Material Rack Installed on driver's side	1.00		801.02
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$29,374.95
			Total:	\$29,374.95

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Jefferson City terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

Contact(s): Brian Davis (Outside Sales)
bd018s@knapheide.com
5734739199

Customer: City of Osage Beach Public Works

ID: 117879
Address: 5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049
Description: 6108D5460 with EC3200 Crane

Phone: 5733022020
Contact: Zak Wilber
Email: zwilber@osagebeach.org

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via: Customer Pick Up
Ship To: City of Osage Beach Public Works
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

Item	Description	Quantity	Unit Price	Total
PACKAGE	Knapheide 6108D5460 Service Body with Crane Mount *** #RFP605CO23002063 *** OVERALL LENGTH: ----- 107-1/4" CURBSIDE COMPARTMENTATION: OVERALL WIDTH: ----- 94" 1V = 34" in length x 60" high FLOOR WIDTH: ----- 54" H = 46" in length x 18-1/2" high SIDE COMPARTMENT HEIGHT: ----- 40" 2V = 27-1/4" in length x 40" high SIDE COMPARTMENT DEPTH: ----- 20" STANDARD SHELVEING: Includes (2) adjustable shelves FLOOR HEIGHT: ----- 24" each front vertical, (1) bolt-in divider shelf STREETSIDE COMPARTMENTATION: curbside horizontal compartment, (1) adjustable 1V = 34" in length x 60" high divider shelf each rear vertical compartment H = 46" in length x 18-1/2" high and (28) shelf dividers. 2V = 27-1/4" in length x 40" high WARRANTY: Standard Knapheide Limited Warranty Door Seal Torsion Floor Kit,qkmt ford 60+CA 17+ T Outtrigger Receiver Bumper Does not include outriggers. Shovel box 72LX20WX16H pr Prime CURBSIDE (Right) 1 Y Crane Reinforcmnt Kit RRV Corner mounted crane kit rated for cranes up to 4000LBS (16000FT-LBS) max. Distributor to verify make & model at time of order. Outriggers equal in capacity to crane must be used.	1.00		21,896.05

PACKAGE	Stellar EC3200 Crane with Manual outriggers	1.00		23,454.84
PACKAGE	LED Compartment Lights	1.00		330.27
PACKAGE	Cab Guard with Strobe Mount Bracket Package	1.00		1,163.92
PACKAGE	Cargo Area D-Ring Package	1.00		448.76
PACKAGE	Spray liner in Cargo Area (front, floor, sides, and tailgate) 108 service body ktec install Spray Line Compartment Tops	1.00		1,145.76
PACKAGE	C-Tech Drawer Unit Package, Front Driver Side Compartment	1.00		1,823.93
PACKAGE	Samlex 3000 Watt Inverter Package with Auxiliary Battery, Rear Driver Side Compartment	1.00		918.25
PACKAGE	Material Rack Package	1.00		1,213.44
PACKAGE	TommyGate Liftgate 1600lb lift 1,600lb Liftgate, Tommy Gate G2-60SB-1642 TP27 55" x 27" +4" One-Piece Steel Treadplate w/ 27" Loading Depth + 4" Taper For Service Bodies with 54" Openings Clear Opening Between Uprights: 55 5/8" 'SB' Indicates use is for a Service Body *Includes Stellar Jackleg Outrigger	1.00		521.58
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				Subtotal: \$52,916.80
				Total: \$52,916.80

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Front Grill Mount Strobe Kit (2) Ecco ED3703A Amber Strobes Installed on Front Grille Wired Ignition Hot to Upfitter Switch in Cab (Same Switch as Rear Strobes)	Yes / No		385.06

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Jefferson City terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of a boom mower from ATMAX Equipment Company for a price not to exceed \$287,109.38.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774255 Machinery & Equipment

FY2025 Budgeted Amount: \$347,200

FY2025 Expenditures to Date (12/10/24): (\$ 0)

FY2025 Available: \$347,200

FY2025 Requested Amount: \$287,109.38

Department Comments and Recommendation:

The City is purchasing this new boom mower and attachments from ATMAX Equipment Company. We demoed the mower this summer and feel confident in its abilities. Along with maintaining our right of way, we will also utilize the mower to maintain sewer and water easements, plow snow, and blow leaves. Competitive procurement process Buy Board contract number 706-23. This machine will be purchased from account 20-00-774255 Machinery & Equipment and cost the city \$287,109.38. I recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.



ATMAX Equipment Co.
6902 E. 7th Ave
Tampa, FL, 33619
Phone: 813-634-1111

Web: www.mowermax.com

QUOTE

Quote Nbr.: Q000566
Order Date: 12/9/2024
Valid Until: 2/7/2025
Sales Person: Bryan Butters
Customer ID: C005810
Reference:
Payment Terms:
For: Long, Rob
Contract: BuyBoard Contract 706-23
Grounds Maint. Equip.

BILL TO:	SHIP TO:
City of Osage Beach, MO 5757 Chapel Drive Osage Beach MO 65065 United States of America	City of Osage Beach, MO 5757 Chapel Drive Osage Beach MO 65065 United States of America

NO.	ITEM	QTY.	PRICE	AMOUNT
1	810-1004: Mowermax Prime Mover, 30ft, FLA Capable, Gen 4 154 HP Cummins Turbo Diesel, Stage V 4-Speed Hydrostatic Transmission Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Rear Axle Stabilizer Full time 4WD 3 Steering Modes, Front, Crab and 4 Wheel ISO Mounted Cab, Certified ROPS - ISO 3471 and FOPS - ISO3449 1/2" High Impact Lexan on right side of cab 10" Touchscreen Color Monitor Telematics with a one year cellular subscription Grammer cloth seat, 12v Air-ride, with lumbar, tilt, arm rest & two safety switches Climate controlled with AC and Heat AM/FM Stereo with Blue Tooth, 6" touch screen Tires: Heavy duty Radial Multi-Purpose Boom: 180 Deg Boom Rotation with Quick Disconnect System with Stucchi Quick Coupler System for easy removal Safety: Headlights with LED daytime running lights, turn signal and brake lights Class 1 LED Strobe, 12 LED Mini Strobes and 1 - 36in LED Directional Bar Back-up alarm Mirror Back Up Camera and Front-View camera Training - Operator and Safety	1.00	199,429.13	199,429.13
2	810-2054: Boom Arm, 30ft, Stucchi QD	1.00	27,206.97	27,206.97
3	810-3054: Boom Attachment, Rotary Deck, 60in, Articulate Capable, Stucchi QD	1.00	21,171.38	21,171.38
4	810-6012: Option, Articulate, Rotary, 45/45 Deg.	1.00	.00	0.00
5	810-4001: Front Lift Arms with Universal Attachment Mount	1.00	10,933.13	10,933.13
6	810-4016: FLA Attachment, 108in Snow Plow	1.00	6,743.75	6,743.75
7	810-6001: Option, Radial Tires/Wheels, Set of 4	1.00	.00	0.00
8	810-6014: Option, Reversing, Cleanout Radiator Fan	1.00	.00	0.00
9	810-6020: Options, Pressurized cab	1.00	2,475.00	2,475.00
10	SHIPPING: Shipping and Handling	1.00	6,200.00	6,200.00
11	810-4013: FLA Attachment, Buffalo Blower	1.00	10,220.02	10,220.02
12	810-6017: Option, Extended Coverage/Warranty	1.00	2,730.00	2,730.00

Cummins 3.8 QSF Engine & Aftertreatment (\$100 Deductible on both), for five years, or 6000 hours, whichever comes first.

Presented as an option. Not included in Total price shown below.

Quote Total:	287,109.38
Tax Total:	0.00
Does not include any applicable State and Local Sales Tax Total (USD):	287,109.38



Purchase Agreement

_____ agrees to purchase a MowerMax Boom Mower as specified in Quote Number _____ for \$_____.

We have thoroughly reviewed the Quote Number listed above and agree to all details listed as being accurate regarding upgrades, attachments and tires desired.

Payment terms are **Net 30 days** from date of delivery. Accounts past terms will have a late fee assessed of 1.5% of the balance due.

Agreed upon by:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

6902 East 7th Ave
Tampa, FL 33619
www.MowerMax.com

MOWERMAX: **REVOLUTIONARY** **BOOM MOWER**



MOWERMAX
Boom Mower

INTRODUCING MOWERMAX

THE EVOLUTION OF BOOM MOWERS! UNLIKE TRADITIONAL DESIGNS BURDENED BY INEFFICIENCIES, IT OFFERS PURPOSE-BUILT FUNCTIONALITY, UNPARALLELED VISIBILITY, STABILITY, MANEUVERABILITY, AND EASE OF OPERATION AND MAINTENANCE.

 813-634-1111

 info@MowerMax.com

 www.MowerMax.com



MOWERMAX

REVOLUTIONIZING BOOM MOWING TECHNOLOGY WITH GREAT FEATURES

SCAN TO VIEW THE SPECIFICATIONS



Purpose-built for superior performance, visibility, stability, and maneuverability.



Cab-forward design ensures optimum operator visibility.



Four-wheel steering and full-time four-wheel drive for unparalleled maneuverability.



Equipped with a low center of gravity and robust tires for unmatched stability.



Engineered solely as a boom mower



Designed for easy operation and maintenance, reducing downtime.



Innovative tool carrier concept maximizes versatility, enabling seamless integration of various attachments.



Competitive pricing without compromising quality.

MOWERMAX
Boom Mower

UNMATCHED VISIBILITY & STABILITY!

SIMPLY THE BEST BOOM MOWER ON THE MARKET! EXPERIENCE THE FUTURE OF BOOM-MOWING TECHNOLOGY WITH MOWERMAX. CONTACT US TODAY FOR MORE DETAILS AND TO SCHEDULE A DEMO.

☎ 813-634-1111

✉ info@MowerMax.com

🌐 www.MowerMax.com

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the rebuild of 5 sewer pumps by SRI-MO for a price not to exceed \$42,975.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743500 Pump Repairs

FY2025 Budgeted Amount: \$150,000

FY2025 Expenditures to Date (12/10/24): (\$0)

FY2025 Available: \$150,000

FY2025 Requested Amount: \$42,975.00

Department Comments and Recommendation:

The new purchase price of these 5 pumps is \$102,820.50. To our knowledge, this is the first time that these pumps have been rebuilt. We will be tracking the rebuilds in Cartegraph and going forward, the pumps will be painted a specific color that indicates their rebuild status. These repairs will be taken out of account 35-00-743500 Pump Repair and cost the city \$42,975.00. I do recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

ESTIMATE

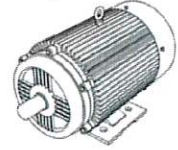
SRI-MO

9921 Big Meadows Rd
Jefferson City, MO 65101

Ben@sri-mo.com

+1 (573) 508-6440

SRI-MO



Bill to

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

Ship to

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

Shipping info

Ship via: Deliver
Ship date: 01/06/2025

Estimate details

Estimate no.: 1074
Estimate date: 11/27/2024

PO: Quote Nathan

#	Product or service	Description	Qty	Rate	Amount
1.	Pump Repair	Sulzer 54.7 HP XFP155J-CB2 SN-300695947 -Mechanical seal cracked causing seal failure. Repair Scope: * Dismantle and inspect pump * Steam clean/blast clean all components * Electrically test stator * Dynamically balance rotor * Cut and reseal control cable (Will loose 6" of length) * Replace upper and lower mechanical seal * Replace all O-rings * Replace bearings * Assemble, pressure test, test run and paint	1	\$8,850.00	\$8,850.00
				New - \$34,851.00	
2.	Pump Repair	Sulzer 57.7HP XFP1555-CB2-PES26V4 SN300831897 -Bad connection between motor leads and stator caused the stator to burn up Repair Scope: *Dismantle and inspect unit *Steam clean/blast clean all parts *Dynamically balance rotor *Rewind stator *Replace O-Rings *Replace mechanical seal *Replace lip seals *Furnish new bearings *Assemble, pressure test, and paint	1	\$13,975.00	\$13,975.00
				\$34,851.00	

3. Pump Repair	Sulzer 20.1HP XFP100G-CB1.7-PE150/4 SN 0021209 -Winding failed * Dismantle and inspect pump * Pull and rewind stator * Remove and reconnect power cable (will loose about 3" of length) * Replace upper and lower mechanical seals * Replace O-Rings * Replace bearings * Assemble, test and paint	1	\$6,250.00	\$6,250.00	<i>New \$16,500</i>
4. Pump Repair	Sulzer 16.8HP SN 300668181 -OPE bearing failed/stator burnt up * Dismantle and inspect pump * Remove stator from pump * Steam clean/blast clean all components * Rewind stator * Machine OPE bearing housing * Machine OPE bearing journal * Replace all O-Rings * Replace upper and lower mechanical seals * Assemble, test and paint	1	\$6,950.00	\$6,950.00	<i>New-8,309.25</i>
5. Pump Repair	Sulzer 16.8HP SN 30070512 -OPE bearing failed/stator burnt up * Dismantle and inspect pump * Remove stator from pump * Steam clean/blast clean all components * Rewind stator * Machine OPE bearing housing * Machine OPE bearing journal * Replace all O-Rings * Replace upper and lower mechanical seals * Assemble, test and paint	1	\$6,950.00	\$6,950.00	<i>New 8,309.25</i>

Total \$42,975.00

Accepted date

Accepted by

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of an F550 service truck from Broadway Truck Centers for an amount not to exceed \$174,989.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-774265 Vehicles

FY2025 Budgeted Amount: \$541,755

FY2025 Expenditures to Date (12/12/24): (\$0)

FY2025 Available: \$541,755

FY2025 Requested Amount: \$174,989.00

Department Comments and Recommendation:

The city is purchasing this new F550 service truck from Broadway Truck Centers. We have purchased a service truck from them in the past and feel very comfortable with this vendor. This truck is state bid pricing purchased under government contract number 33388P. This is a larger style crane truck capable of pulling the 201 HP pumps at the Sands lift station. The truck is available for purchase at this time. This vehicle will be purchased out of account 35-00-774265 Vehicles and will cost the city \$174,989.00. I recommend approval.

City Attorney Comments:

City Administrator Comments:



BROADWAY TRUCK CENTERS
1506 South 7th St. St Louis, MO 63104
314-241-9140 Fax: 314-241-3928
www.broadwaytruck.com



DATE: 12/11/2024

MOTOR VEHICLE INVOICE
DESCRIPTION

TO: (Firm or Individual's Name)

FLEET ONLY

City of Osage Beach	MAKE: Ford	STOCK NO: 23 2087
	MODEL: F550	SALES EXEC: Joe Sind
	YEAR: 2023	TERMS: ACH
PHONE: 5732800241	COLOR: White	MILES: 3
FAX:	TYPE: Crane	GVW: 19,500 W.B. 169

CONTACT NAME Zach Wilber	CUSTOMER E-MAIL zwilber@osagebeach.org	SERIAL NO. 1FDuF5HT8PDA11791
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We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B : TBD

FIN CODE	QH832			Truck Selling Price:	\$ 174,989.00
				Tax, Title and License	
Gov Contract Number 33388P				** Admin Fee:	\$ -
				Total Selling Price:	
				Factory Rebates:	
				Factory Rebates:	
				Less Trade-In:	
				Net Selling Price:	\$ -
				Deposit:	\$ -
				Trade Payoff:	\$ -
					\$ -
					\$ -
				Ford ESP:	
				Balance Due:	\$ -

DESCRIPTION OF TRADE-IN				
YEAR	MAKE	MODEL	TYPE	SERIAL NO.

THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

ACCEPTED	BROADWAY TRUCK CENTERS
FIRM NAME	
BY	This proposal is not binding upon seller unless signed by one of our managers.
OFFICIAL TITLE	APPROVED
DATE	OFFICIAL TITLE



BROADWAY TRUCK CENTERS

1506 South 7th St. St Louis, MO 63104

314-241-9140 Fax: 314-241-3928

www.broadwaytruck.com



AGREEMENT

I agree to pay the balance on the terms specified and accept delivery of Truck within forty-eight (48) hours after I have been notified that it is ready. In case I fail to take delivery of Truck when notified, my deposit may be retained as liquidated damages for your expense and efforts in the matter, and you may dispose of the truck without any liability to me whatsoever.

If any allowance on a Used Vehicle is involved in this purchase, it is agreed that in the event the Used Vehicle is delivered to you and this order is thereafter canceled you will return the Used Vehicle to me upon receipt of payment for your reasonable charges for storage and for any repairs made by you while in your possession. If the Used Vehicle has been sold by you before cancellation you agree to pay me the proceeds of such sale, less a selling commission of fifteen percent (15%), and less any expense incurred by you in storing, conditioning, and advertising the said vehicle for sale. If my Used Vehicle is not delivered to you until I receive the within ordered Truck it is agreed that the Used Vehicle will be subject to re-appraisal and that your appraisal at the time of delivery is to be the allowance for my Used Vehicle.

It is agreed that cash or Used Vehicle, or proceeds from the sale of such used Used Vehicle, accepted as a deposit on this order shall be held in trust by you until delivery is effected.

It is expressly agreed that the purchaser acquires no right, title, or interest in or to the property which he/she agrees to purchase hereunder until such property is delivered to him/her and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.

The price quoted is for immediate delivery, but if the price of the Truck, or accessories, should be changed by the Manufacturer before Truck has been assigned to me, then this order shall be construed as if the changed price was originally inserted herein or shall be annulled at my option.

It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

WARRANTY STATEMENT

The warranty of this vehicle is set forth in the warranty facts booklet that is either in the glove compartment or will be given to you on delivery. It is designated a "Limited Warranty" and complies with provisions of the Magnuson-Moss Warranty Federal Trade Commission Improvement Act (Public Law 93-637). We call your particular attention, in compliance with the Act, that there is:

No other express warranty of this vehicle nor any other express warranty made by the dealer for loss of use of the vehicle, loss of time, inconvenience, commercial loss, or consequential damages, and any implied warranty of the fitness of this vehicle for the use to which it is intended by the qualifications in the warranty fact booklet.

Before signing a retail order, if you request it, the full warranty book as issued by the manufacturer is available for your inspection, as well as the Public Law 93-637, in the Sales Manager's Office.

It is the desire of this dealership to comply with all Federal Laws.

DISCLAIMER OF WARRANTIES

Any warranty on the products sold hereby are those made by the Manufacturer. The seller BROADWAY TRUCK CENTERS, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and BROADWAY TRUCK CENTERS neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products

I hereby acknowledge receipt of a copy of this Motor Vehicle Proposal in its entirety.

Authorized Signature

THIS ORDER WILL NOT BE ACCEPTED WITHOUT PAGE 2

Page 2 of 2

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of a Chevy 5500 service truck from Ed Morse Chevrolet in Lebanon for an amount not to exceed \$154,700.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-774265 Vehicles

FY2025 Budgeted Amount:	\$541,755
FY2025 Expenditures to Date (12/16/24):	(\$0)
FY2025 Available:	\$541,755

FY202 Requested Amount:5	\$154,700.00
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Department Comments and Recommendation:

This truck is not state bid priced but is available right now and is cheaper than a comparable F550 at state bid pricing. This is a larger style crane truck capable of pulling the 201 HP pumps at the Sands lift station. The Chevy 5500 is a heavier built truck than an F550 but does not have the \$8,000 welding unit. Assuming this truck is available at the time of the meeting, we could save a significant amount of money by purchasing this 2023 model. We would like to install an inverter and a light on the crane, which is estimated to bring the total vehicle price to 157,700.00. This vehicle will be purchased from account 35-00-774265 Vehicles and will cost the city \$154,700. I do recommend approval.

City Attorney Comments:

City Administrator Comments:

Ed Morse Chevrolet Lebanon
285 W Elm St, Lebanon, MO 65536
Phone: (417) 538-3284



2023 Chevrolet Silverado 5500 Regular Cab DRW 4x4, Knapheide KMT Mechanics Body

Stock #: PH626309



Pricing Details

List Price	\$159,801
Customer Cash	- \$5,500
Price	\$154,301
Total Savings	\$5,500

Chassis Details

Stock Number	PH626309	Vehicle VIN	1HTKJPVK3PH626309
Stock Type	New	Interior Color	Dark Ash seats with Jet Black interior accents
Year	2023	Exterior Color Description	White
Make	Chevrolet	Engine Cylinder Count	8
Model	Silverado 5500	Transmission Type	Automatic
Class	5	Rear Wheels	Dual
GVWR	19,500	Fuel Type	Diesel
Drive Train	4x4	Engine Model	L5D
Cab Type	Regular	Engine Size (L)	6.6
Vehicle Trim	KNAPHEIDE KMT MECHANIC BODY	Brake Type	Hydraulic

Body Details

Body Type	Mechanics Body		7-Drawer Unit 3-3", 3-5" and 1-7"
Body Line	KMT		Mounted in 1st Street Side Vertical
Body Model	KMT1-11	Compartment	Compartment, A-40 Galvanneal Steel
Air Compressor Manufacturer	Boss	Description	Compartments and Doors with 3/16" Tread Plate Floor and 1/8" Tread Plate Tops and Backs that are Full-Seam Continuous Welded 44" High Side Packs and 60" High Right Front Vertical Compartment.
Air Compressor Cubic Feet Per Minute (CFM)	40		
Alarm Type	Back Up	Floor Material	Steel
Alarm Description	97 db	Floor Thickness	3/16"
Crane Manufacturer	Stellar	Hitch Type	Receiver
Crane Type	Hydraulic	Hitch Description	2" Receiver Tube
Body Material	Steel		
Body Length	132"	Lighting Description	(4) LED Work Lights Installed (2) LED Strobe Lights Installed On Grille
Body Color	White	Lighting Type	LED
Bumper Description	Work Surface Bumper	Lighting Location	Compartments
Bumper Depth	21"		
Cab Shield Description	Cab Protector with Fully Punched Window	Lighting Type	LED
Cargo Control Description	(6) Recessed Cargo D-Ring Tie Downs 6000 lb. Max Capacity	Lighting Description	S/T/T Lights, Clearance Lights, and B/U Lights Located at the Rear
		Lighting Location	Exterior
		Lock System Description	Master Locking System
		Outriggers Type	Hydraulic
		Tailgate Description	Double Panel Slam Tailgate with Center Latch
		Tailgate Height	16"
		Trailer Plug Type	7-Way Flat
		Has Vise	Yes

KMT Features

Rugged Knapheide Mechanics Trucks have been utilized in many different industries including heavy construction, railroads, municipalities, mining, agriculture and equipment rental. Knapheide Mechanics Trucks provide reliability, productivity and safety on the jobsite. Knapheide Mechanics Trucks are complete turnkey

packages mechanics need and come to expect in a service truck.

All Mechanics Trucks from Knapheide feature a crane to perform the lifting, heavy duty mechanics drawers for organized tool storage and ample and secure storage within the side compartments. Choose from a variety of crane body lengths, electric or hydraulic cranes, compressors, welders, generators, lube packages and auxiliary lighting.

Vehicle Options

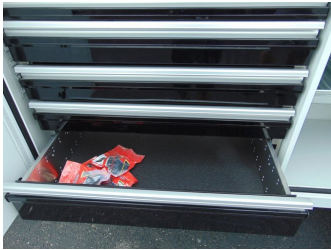
Premium audio system: Chevrolet MyLink	Frontal Passenger-Side Airbag Deactivation Switch
Air Conditioning	Speed control
Single-Zone Air Conditioning	Dual rear wheels
Power steering	Driver door bin
Traction control	Front reading lights
ABS brakes	Overhead console
Dual front impact airbags	Tachometer
Dual front side impact airbags	Tilt steering wheel
Occupant sensing airbag	Trip computer
Overhead airbag	Voltmeter
Passenger cancellable airbag	Front Center Armrest w/Storage
Electronic Stability Control	Passenger door bin
Exterior Parking Camera Rear	Wheels: 19.5" x 6.75" Black Painted Hub Piloted Steel w/8-Holes
Delay-off headlights	Variably intermittent wipers
Fully automatic headlights	4.30 Rear Axle Ratio

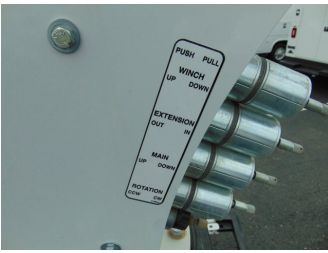
Vehicle Notes

Summit White 2023 Chevrolet Silverado 5500HD KNAPHEIDE KMT MECHANIC BODY 4WD 6-Speed Automatic Duramax 6.6L V8 Turbodiesel ABS brakes, Electronic Stability Control, Traction control. \$4,000 - Exp. 12/31/2024 \$1,000 - Exp. 12/31/2024 \$1,000 - Exp. 01/11/2026 Price includes \$93,457 dealer added accessories.

Photos







City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the initial start-up cost for Heartland Environmental for an amount not to exceed \$81,800.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2025 Budgeted Amount: \$1,411,714

FY2025 Expenditures to Date (12/16/24): (\$0)

FY2025 Available: \$1,411,714

FY2025 Requested Amount: \$81,800

Department Comments and Recommendation:

This purchase is for the initial startup of the bacteria drip and aerator setup by Heartland Environmental. The initial setup will add aeration to 58 lift stations and start a bacteria drip on 7 new sites. This technology uses a bacteria-driven approach to control the H2S in the sewer system. The main goal of this program is to reduce the H2S in the system to limit harmful corrosion and degradation of electrical and mechanical components to extend asset life. Additional benefits will include odor control and removing the fat, oil, and grease built up in the system. Additional bacteria drips or aerators may need to be added as we develop the program. This will be a holistic approach to controlling H2S for the entire system, that revolves around low-cost equipment and minimum maintenance.

This purchase will come from account 35-00-773114 Lift Station Improvements and will cost the city \$81,800. I do recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

Heartland Environmental Distributors Proposal of Services

Heartland is pleased to submit this proposal for services to support your company in achieving its goal of improving water and wastewater quality. We have assisted many municipalities and individuals throughout the world in eco-friendly, safe alternatives to solve their specific ecological problem. Our knowledge and current methods of treatment have saved our customers millions of dollars in infrastructure repair and maintenance, as well as eliminating the need for costly treatment plants to be constructed.

The ultimate objective is simple – Solve the problem as cost effectively as possible.

Below I have outlined our pricing for the equipment and specific bacteria needed to execute this objective.

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

City of Osage Beach, Mo.	Price
SEBS SLUDGE 250-GAL TOTE x7	\$35,000.00
IBC Tote Cover x7	\$1400.00
Stenner Adjustable Injection Pump x7	\$4900.00
HE-1 Aeration Kit X 58	\$40,600.00
All installation and delivery to be done by Heartland Environmental Distributors at no charge.	
	\$81,800.00

Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

We look forward to working with your company and helping you improve your specific ecological issue. If you have questions on this proposal, feel free to contact Bo Higgins at your convenience by email at bohiggins@live.com or by cell 573-220-5363.

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 2, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of (10) 2hp pumps from Municipal Equipment for a price not to exceed \$26,287.50.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300

FY2024 Budgeted Amount:	\$1,600,000
FY2024 Expenditures to Date (12/16/24):	(\$1,464,284)
FY2024 Available:	\$135,716

FY2024 Requested Amount:	\$26,287.50
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Department Comments and Recommendation:

The City is purchasing these Sulzer sewer pumps from Municipal Equipment Company. MEC is our sole supplier for these pumps, and we feel very comfortable with this vendor. This order was to restock our 2 hp sewer pumps to hold us over until our large annual order. I made an error in the initial approval and thought this order would come in under the \$25,000 spending limit. However, the error pushed the order over the limit and I would like approval to pay this invoice. This purchase will be paid for out of the 2024 budget year, from account 35-00-743300 Repair of Systems, and cost the city \$26,287.50. I do recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.



HISTORICAL

Invoice	INV0026627
Date	10/30/2024
Page	1

13625 LAKEFRONT DR.
EARTH CITY MO 63045
Phone: (314) 290-2999

End User:

Bill To:

CITY OF OSAGE BEACH
CITY HALL
1000 CITY PARKWAY
OSAGE BEACH MO 65065

Ship To:

CITY OF OSAGE BEACH
PUBLIC WORKS - NATHAN EARP
5757 CHAPEL DRIVE
OSAGE BEACH MO 65065

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
EMAIL	OSAGE	DAB	BESTWAY	NET 30 DAYS	10/29/2024	8,217
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
10	10	0	S20/2WA	1/230V, 32' 2HP SULZER PIRANHA PUMP 35-00-743300 NE 510ck 520 2hp pumps	\$2,628.75	\$26,287.50

002 22635 - OSAGE BEACH, MO - GRINDER PUMPS

Subtotal	\$26,287.50
Freight	\$0.00
Tax	\$0.00
Total	\$26,287.50

Mayor / Board of Aldermen
DEPARTMENT UPDATE LIST – As of January 2, 2025

- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*City Engineer A. Bowman*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Incentive Guideline Revisions (*City Attorney*)
 - TBD.
- Personnel (*HR Generalist*)
 - Employee 360 Feedback Process
 - Currently being worked on.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*City Engineer A. Bowman*)
 - 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 (*City Engineer A. Bowman*)
 - FY2024 Budget partial inclusion as required by other factors, Project planning dependent on final contract reconciliation, currently in progress.
 - Comparison between Cochran Engineering vs City of Osage Beach (Permit Fees, Invoice, Inspections etc.) (*City Engineer A. Bowman*)
 - 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.