

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

July 15, 2021 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZEN'S COMMUNICATIONS

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

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00

AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting July 15, 2021
- ▶ Bills List - July 15, 2021
- ▶ Liquor Licenses - New - Casa Grande LOZ - 4204 Osage Beach Parkway

UNFINISHED BUSINESS

- A. Bill 21-40 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses. *Second Reading*
- B. Bill 21-41 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*
- C. Bill 21-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a contract with NextSite LLC for research, marketing, and consulting services for the recruitment of commercial development and redevelopment for an annual amount of \$2,850, plus defined Success Fees. *Second Reading*

NEW BUSINESS

- A. Bill 21-43 - An ordinance of the City of Osage Beach, Missouri, amending City Code Chapter 515. Dangerous Buildings. *First Reading*
- B. Bill 21-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to amend contract OB20-015 with Meyer Electric Co. with a not to exceed amount of \$44,000. *First and Second Reading*
- C. Bill 21-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Change Order for modifications to Construction Contract OB21-002 with B & P Patterson Concrete and Construction for the Beach Drive Intersection Improvement project. *First and Second Reading*
- D. Bill 21-46 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses. *First Reading*
- E. Bill 21-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Lake of Ozarks Bikefest Event Support Request, in an amount not to exceed \$3,000. *First*

Reading

- F. Motion to proceed with a Cooperative Marketing Partnership with Central Missouri's Lake of the Ozarks Tri-County Lodging Association (TCLA) with chosen preferred option.
- G. City Administrator Report on Sewer Development Charges (SDC) per Municipal Code.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF 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
July 1, 2021

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Regular Meeting on Thursday, July 1, 2021, at 6:00 p.m. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Kevin Rucker, and Alderman Bob O'Steen. Absent Alderman Walker. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Ed Rucker, Lt. Tim Taylor, Assistant City Administrator Mike Welty, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Public Works Operations Manager Kevin Crooks, and Building Official Ron White, Parks Director Nicole Stacy, Cochran Engineering Dave Van Leer.

MAYOR'S COMMUNICATIONS

National Billing Services will be opening in Osage Beach. Thank you to the City Administrator for all her hard work with National Billing Services.

Thank you to all of those who will be working on the 4th of July. Have a happy and safe 4th.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the consent agenda with the change to the date from June 10 to June 17. This motion was seconded by Alderman Becker. Motion passes 5 aye and 1 absent.

UNFINISHED BUSINESS

Bill 21-34 -An ordinance of the City of Osage Beach, Missouri, amending City Code Chapter 135. Finance and Purchasing- Sections 135.010 Definitions, Chapter 135.020 Budget and Financial Control, Chapter 135.040 Purchasing and Procurement - Competitive Bidding, Chapter 135.050 Purchasing and Procurement - Competitive Proposals, and Chapter 135.070 Purchasing and Procurement - Cooperative Purchasing/Sole Source Procurement Emergency Purchases. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 21-34. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-34 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Marose, Alderman Rucker and Alderman O'Steen. "Nay" Alderman Becker "Absent" Alderman Walker. Bill 21-34 was passed and approved as Ordinance 21.34.

Bill 21-36 - An ordinance of the City of Osage Beach, Missouri, terminating the Marina View Tax Increment Financing Project by repealing the following ordinances, 1) Ordinance 07-56 Adopting the TIF Plan, 2) Ordinance 07-76 Authorized the Redevelopment Agreement with JQH-Lake of the Ozarks Development, LLC, 3) Ordinance 07-69 Created the Marina View Community Improvement District and 4) Ordinance 07-70 Authorizing a Cooperation and Development agreement between the city and the Marina View Community Improvement District and JQH - Lake of the Ozarks Development LLC. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 21-36. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-36 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Becker, Alderman Marose, Alderman Rucker and Alderman O'Steen. "Absent" Alderman Walker. Bill 21-36 was passed and approved as Ordinance 21.36.

Bill 21-38 -An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Best

Dam Birthday Bash Event Support Request, in an amount not to exceed \$5,000. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 21-38. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 21-38 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman Becker, Alderman Marose, Alderman Rucker and Alderman O'Steen. "Absent" Alderman Walker. Bill 21-38 was passed and approved as Ordinance 21.38.

NEW BUSINESS

Presentation - Central Missouri's Lake of the Ozarks Tri-County Lodging Association (TCLA)
Marketing Partnership Program

Lagina Fitzpatrick/TCLA Executive Director and Eric Homan/Web Admin & Internet Marketing

Gave a presentation on how and why the TCLA is so important to the Tri-County area. Tri-county Lodging Association fulfills the marketing and operational duties of the Lake of the Ozarks Area Business districts of Camden, Miller, and Morgan County, TCLA's purpose is to assist the accommodation facilities and business of all three counties by encouraging, through publicity and advertising, travel into the area as well as to support those activities that will bring more overnight visitors to the area. To fulfill that purpose, each business district along with Tri-County Lodging Association will approve a marketing plan for Fiscal Year 2022 (July 1, 2021 – June 30, 2022). This marketing plan shall be a fluid document that shall be adjusted based on current marketing trends and performance of the marketing components.

Motion to proceed with a Cooperative Marketing Partnership with Central Missouri's Lake of the Ozarks Tri-County Lodging Association (TCLA).

Alderman Ross made a motion to proceed with a Cooperative Marketing Partnership with Central Missouri's Lake of the Ozarks Tri-County Lodging Association (TCLA) in the amount of \$25,000. This motion was seconded by Alderman Marose. Motion passes with 5 aye and 1 absent.

Bill 21-40 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 21-40. This motion was seconded by Alderman Becker. Motion passes with 5 aye 1 absent.

Bill 21-41 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill 21-41. This motion was seconded by Alderman Marose. Motion passes with 5 aye 1 absent.

Bill 21-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a contract with NextSite LLC for research, marketing, and consulting services for the recruitment of commercial development and redevelopment for an annual amount of \$2,850, plus defined Success Fees. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill 21-42. This motion was seconded by Alderman O'Steen. Motion passes with 5 aye 1 absent.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – The flags look great.

Alderman Marose – Have a happy and safe 4th of July.

Alderman Becker – Happy 4th.

Alderman Rucker – Please read the story and review the video on the incident that took place at the Camden County Jail. This is a perfect reason as to why our officers need body cameras.

STAFF COMMUNICATIONS

City Administrator Woods – Remember that on July 14th the Board will be having their Strategic Meeting starting at 8am. A draft agenda will be sent out tomorrow.

City Attorney Rucker – Update on Autumn Lane is coming soon. Been working with Dave Van Leer and Cary Patterson.

Public Works Operations Manager Crooks – Sands Lift Station is now up and operating with 4 pumps.

Cochran Engineering Van Leer – Wren Lane construction is underway, and they will be paving next week. 6 of the 5 property owners on Autumn Lane have verbally agreed to the extending the road to City Limits. Hope to bid this fall or winter.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:25 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 July 1, 2021, and approved July 15, 2021.

Tara Berreth/City Clerk

John Olivarri/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
July 15, 2021**

Bills Paid Prior to Board Meeting	\$	439,825.09
Payroll Paid Prior to Board Meeting	\$	123,017.96
SRF Transfer Prior to Board Meeting		
TIF Transfer Dierbergs		
TIF Transfer Prewitt's Pt		
Bills Pending Board Approval	\$	231,935.55
Total Expenses	\$	794,778.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	JUNE CVC COLLECTIONS	556.14
		FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,348.38
		MO TREASURER BUDGET DIRECTOR	JUNE PEACE OFFICER TRAININ	78.00
		INTERNAL REVENUE SERVICE	Fed WH	10,121.12
		ICMA	FICA	6,427.83
			Medicare	1,503.34
			Loan Repayment	275.00
			Loan Repayment	100.00
			Loan Repayment	216.20
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	175.08
			Loan Repayment	216.93
			Loan Repayment	182.34
			Loan Repayment	277.41
			Retirment 457 &	1,576.52
			Retirement 457	1,205.00
			Loan Repayments	30.01
			Loan Repayments	243.14
			Loan Repayments	84.90
			Loan Repayments	247.78
			Loan Repayments	90.93
			Loan Repayments	113.03
			Loan Repayments	174.78
			Retirment Roth IRA %	45.86
			Retirement Roth IRA	615.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	JUNE CADV COLLECTIONS	156.00
		HSA BANK	HSA Contribution	80.00
		SHERIFFS RETIREMENT SYSTEM ONE TIME VENDOR	HSA Family/Dep. Contributi	1,643.28
			JUNE COLLECTIONS	168.00
			Bond Refund:170487511-01	360.00
			Bond Refund:170487934-01	160.00
			Bond Refund:191166334-01	22.00
			Bond Refund:191166541-01	410.00
			Bond Refund:190049235-01	122.50
			Cash Refund:191166607-01	3.00
			OTHER AGENCY CASH BOND	250.00
			FIELD USE REFUND/CANCELLAT	250.00
		TOTAL:		32,044.78
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	501.16
			Medicare	117.21
		ICMA	Retirement 401%	76.61
			Retirement 401	459.65
		HSA BANK	HSA Family/Dep. Contributi	150.00
		PROVIDENCE BANK	ICMA MEMBERSHIP-M. WELTY	638.00
			CANCEL GFOA ACCT CONF-J.WO	310.00-
			CANCEL CNTRL REG MTG-J. WO	15.00-
			MANAGER TRAINING	234.75
		TOTAL:		1,852.38
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	140.19
			Medicare	32.78
		ICMA	Retirement 401%	23.77
			Retirement 401	142.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	414.34
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	526.46
			Medicare	123.13
		ICMA	Retirement 401%	87.12
			Retirement 401	522.71
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,446.92
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	81.62
			Medicare	19.09
		ICMA	Retirement 401%	13.77
			Retirement 401	82.62
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	272.10
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	362.67
			Medicare	84.82
		ICMA	Retirement 401%	59.32
			Retirement 401	355.92
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	937.73
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	317.21
			Medicare	74.19
		ICMA	Retirement 401%	52.70
			Retirement 401	316.21
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	23.24
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	112.50
		PROVIDENCE BANK	ICC MEMBERSHIP- R. WHITE	145.00
			TOTAL:	1,078.55
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 5/13-6/14/21	74.47
			CITY HALL SVC 5/13-6/14/21	5,219.67
		ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	182.57
		INTERNAL REVENUE SERVICE	FICA	56.12
			Medicare	13.13
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 5/17-6/15/21	30.00
		SHANNON D PAINTER	CITY HALL JANITORIAL SERVI	1,470.00
		PROVIDENCE BANK	AIR COMPRESSOR	129.00
			TOTAL:	7,174.96
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	756.65
			CONCESSION BEVERAGES	626.73
		FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS	90.80
		ALLIED SERVICES LLC	PARK TRASH SERVICE	177.78
		INTERNAL REVENUE SERVICE	FICA	534.06
			Medicare	124.91
		ICMA	Retirement 401%	20.66
			Retirement 401	219.24
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 5/13-6/14	71.93
			CP MAINT BLDG 5/13-6/14/21	23.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CP #2 DISPLAY C 5/13-6/14/	10.49
			CP SOCCER FIELDS 5/13-6/14	19.99
			CP #2 DISPLAY D 5/13-6/14/	10.49
			CP BALL FIELDS 5/13-6/14/2	1,325.31
			CP #2 DISPLAY B 5/13-6/14/	11.45
			CP #2 DISPLAY A 5/13-6/14/	10.49
			CP #2 IRRIG PUMP 5/13-6/14	10.49
		HSA BANK	HSA Contribution	75.00
		PROVIDENCE BANK	TEAM BAGS	179.97
			TOTAL:	4,346.64
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	LEADERSHIP TRAINING LUNCH	408.96
			MEMORIAL WEEKEND TREATS	140.66
			MEMORIAL WEEKEND TREATS	161.98
		INTERNAL REVENUE SERVICE	FICA	149.86
			Medicare	35.05
		ICMA	Retirement 401%	25.52
			Retirement 401	153.14
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PROVIDENCE BANK	PIZZA- EMPLOYEES MEMORIAL	476.76
			PIZZA- MEMORIAL DAY	38.67
			PIZZA- MEMORIAL DAY	47.97
			PIZZA- MEMORIAL DAY GG	38.24
			PIZZA- MEMORIAL DAY	94.51
			TOTAL:	1,846.32
Overhead	General Fund	IMAGE QUEST	CH QUARTERLY MAINT	7.08
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	132,938.79
		PROVIDENCE BANK	WINDSHIELD REPAIR- 2015 HO	350.63
			TOTAL:	133,296.50
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,530.08
			Medicare	591.74
		ICMA	Retirement 401%	382.71
			Retirement 401	2,906.53
		IMAGE QUEST	POLICE QUARTERLY MAINT	7.08
		SKINNER, DARRIN	MEALS- FBI LEEDA	200.00
		SHELTON, JOEL	MEALS- FBI LEEDA	200.00
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	1,050.00
		PROVIDENCE BANK	FBI LEEDA MEMB- T. TAYLOR	50.00
			2021 IACP MEMB- T. TAYLOR	210.00
			TOTAL:	8,240.64
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	708.91
			Medicare	165.79
		ICMA	Retirement 401%	100.56
			Retirement 401	603.31
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	STD FICA	109.04
		PROVIDENCE BANK	EMD TRNG- D. MORLEY	365.00
			TOTAL:	2,202.61
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	261.40
			Medicare	61.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	43.71
			Retirement 401	262.28
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	741.02
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	120.79
			Medicare	28.25
		ICMA	Retirement 401%	0.32
			Retirement 401	124.42
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	54.30
		HSA BANK	HSA Family/Dep. Contributi	<u>76.42</u>
			TOTAL:	404.50
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	137.30
			Medicare	32.11
		ICMA	Retirement 401%	23.21
			Retirement 401	139.25
		AT&T INTERNET/IP SERVICES	LCF INTERNET 6/11/21	1,253.44
			PARKS INTERNET 6/11/21	832.63
			CITY HALL INTERNET 6/19/21	1,684.69
			GG INTERNET 6/11/21	776.28
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	3.61
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PROVIDENCE BANK	2021 PICMONKEY SUBSCRIPTIO	<u>78.00</u>
			TOTAL:	5,035.52
Economic Development	General Fund	PROVIDENCE BANK	MEDC MEMBERSHIP- J. WOODS	<u>175.00</u>
			TOTAL:	175.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	221.19
		INTERNAL REVENUE SERVICE	Fed WH	631.82
			FICA	678.32
			Medicare	158.64
		ICMA	Retirement 457 &	375.30
			Retirement 457	52.00
			Retirement Roth IRA	17.00
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>278.31</u>
			TOTAL:	2,437.58
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	48.05
		INTERNAL REVENUE SERVICE	FICA	678.33
			Medicare	158.65
		ICMA	Retirement 401%	58.51
			Retirement 401	574.44
		IMAGE QUEST	TRANS QUARTERLY MAINT	2.36
		B & P PATTERSON LLC	BEACH DR INTERSECTION IMPR	58,966.18
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	18,195.85
		AMEREN MISSOURI	792 PASSOVER LTS 5/13-6/14	66.01
			1095 MACE RD LTS 5/13-6/14	17.22
			1075 NICHOLS LTS 5/16-6/15	175.12
			872 PASSOVER LTS 5/13-6/14	75.34
			MACE RD RNDABT 5/13-6/14/2	37.98
			680 PASSOVER LTG 5/13-6/14	52.14
			MAINT SALT BLDG 5/9-6/8/21	10.49
		HSA BANK	HSA Contribution	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	250.50
		SHANNON D PAINTER	PW-TRANS JANITORIAL SERVIC	287.78
		PROVIDENCE BANK	SECURITY LIGHT	7.19
			CEILING FAN	<u>248.31</u>
			TOTAL:	79,947.95
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	322.78
		INTERNAL REVENUE SERVICE	Fed WH	831.23
			FICA	618.69
			Medicare	144.68
		ICMA	Retirement 457 &	272.62
			Retirement 457	16.50
			Loan Repayments	59.57
			Retirement Roth IRA	16.50
		HSA BANK	HSA Family/Dep. Contributi	<u>19.80</u>
			TOTAL:	2,302.37
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	48.05
		GOEHRI, GEORGE	JULY INSURANCE PREMIUM	55.10
		INTERNAL REVENUE SERVICE	FICA	618.69
			Medicare	144.68
		POSTMASTER	JULY 2021 UTILITY BILL POS	420.00
		ICMA	Retirement 401%	92.78
			Retirement 401	617.62
		IMAGE QUEST	WATER QUARTERLY MAINT	2.36
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	29,776.52
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	55.52
		AMEREN MISSOURI	LK RD 54-29 WELL 5/13-6/14	249.15
			BLUFF RD TOWER 5/9-6/8/21	2,942.10
			5757 CHAPEL SVC 5/16-6/15/	572.99
			COLUMBIA CLLG WELL 5/13-6/	70.09
			COLUMBIA TWR POLE 5/13-6/1	271.17
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	136.54
		SHANNON D PAINTER	PW-WATER JANITORIAL SERVIC	287.78
		WILBER, ZACHARY	MILEAGE REIMB 6/26-7/2/21	25.76
		PROVIDENCE BANK	SECURITY LIGHT	7.19
			CEILING FAN	<u>248.33</u>
			TOTAL:	36,754.92
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #41636701	240.92
			Caswe #31647687	207.69
		MO DEPT OF REVENUE	State Withholding	483.65
		INTERNAL REVENUE SERVICE	Fed WH	1,267.26
			FICA	903.33
			Medicare	211.27
		ICMA	Retirement 457 &	186.07
			Retirement 457	16.50
			Loan Repayments	59.58
			Retirement Roth IRA	16.50
		HSA BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	<u>19.80</u>
			TOTAL:	3,632.57
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	48.05
		INTERNAL REVENUE SERVICE	FICA	903.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	211.27
		POSTMASTER	JULY 2021 UTILITY BILL POS	420.00
		ICMA	Retirement 401%	114.41
			Retirement 401	749.28
		IMAGE QUEST	SEWER QUARTERLY MAINT	2.37
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	55,537.70
		CARD SERVICES 0248	BOOTS- M. WAZIR	193.44
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	64.57
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,685.73
			3949 CMPGRND G/S 5/9-6/8/2	17.63
			1150 HWY KK 5/12-6/13/21	28.62
			1117 OB RD G/P 5/12-6/13/2	12.76
			798 MANOR G/P 5/13-6/14/21	12.03
			4631 WINDSOR G/P 5/13-6/14	13.87
			500 ST MORITZ S/P 5/18-6/1	26.30
			5757 CHAPEL L/S 5/16-6/15/	12.67
			701 PA HE TSI 5/9-6/8/21	11.88
			253 W END CIR L/S 5/16-6/1	18.33
			696 PASSOVER G/P 5/13-6/14	10.68
			1089 OB RD L/S 5/13-6/14/2	10.68
			1902 PROCTER G/P 5/12-6/13	47.72
			5707 OB PKWY 5/13-6/16/21	12.03
			GRINDER PUMPS & LIFT STATI	2,908.87
			GRINDER PUMPS & LIFT STATI	6,212.48
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	286.54
		SHANNON D PAINTER	PW-SEWER JANITORIAL SERVIC	287.77
		ROBINETT, CALEB	MILEAGE REIMB 6/19-6/25/21	104.16
		BATES, SHAY	MILEAGE REIMB 6/19-6/25/21	94.08
			MILEAGE REIMB 6/19-6/25/21	125.44
		PROVIDENCE BANK	SECURITY LIGHT	7.19
			CEILING FAN	248.31
		MCEACHERN BLAINE	MILEAGE REIMB 6/26-7/2/21	243.60
			TOTAL:	71,758.78
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	436.00
		INTERNAL REVENUE SERVICE	Fed WH	1,111.30
			FICA	869.36
			Medicare	203.32
		ICMA	Loan Repayment	134.33
			Loan Repayment	85.51
			Retirment 457 &	162.05
			TOTAL:	3,001.87
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	869.36
			Medicare	203.32
		ICMA	Retirement 401%	111.00
			Retirement 401	666.02
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	11,705.80
		HSA BANK	HSA Family/Dep. Contributi	225.00
		PROVIDENCE BANK	EMS CONF- PENROD & HANDY	500.00
			TOTAL:	14,280.50
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	61.20
		INTERNAL REVENUE SERVICE	Fed WH	174.86
			FICA	337.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Medicare	78.81
			Retirement 457 &	10.73
			Retirement 457	89.00
			Loan Repayments	74.35
			Loan Repayments	<u>30.39</u>
			TOTAL:	856.34
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	46.60
		AMEREN MISSOURI	LCF RD WELL 5/10-6/8/21	10.49
			KAISER TERMINAL 5/10-6/8/	256.72
			LCF HANGAR 5/10-6/8/21	28.55
			LCF NEW AP HANGAR 5/10-6/8	30.03
		INTERNAL REVENUE SERVICE	FICA	337.00
		ICMA	Medicare	78.81
			Retirement 401%	36.73
			Retirement 401	306.83
		DISH NETWORK	SERV 6/29-7/28/21	84.56
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	12,171.16
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	STD FICA	30.60
		SHANNON D PAINTER	LCF JANITORIAL SERVICES	430.62
		PROVIDENCE BANK	ICE	17.76
			MICROWAVE	<u>64.84</u>
			TOTAL:	14,088.80
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	49.80
		INTERNAL REVENUE SERVICE	Fed WH	97.06
			FICA	219.61
			Medicare	51.36
		ICMA	Retirement 457 &	10.37
			Retirement 457	<u>30.00</u>
			TOTAL:	458.20
Grand Glaize Airport	Grand Glaize Airpo	ALLIED SERVICES LLC	GG TRASH SERVICE	46.60
		INTERNAL REVENUE SERVICE	FICA	219.61
			Medicare	51.36
		ICMA	Retirement 401%	19.77
			Retirement 401	201.26
		MIDWEST PUBLIC RISK	FY 21-22 PROP & LIAB CONTR	7,781.80
		HSA BANK	HSA Family/Dep. Contributi	180.00
		SHANNON D PAINTER	GG JANITORIAL SERVICES	219.38
		PROVIDENCE BANK	TRIMMER LN & REPLACEMENT H	<u>74.92</u>
			TOTAL:	8,794.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			201,510.51
20	Transportation			82,385.53
30	Water Fund			39,057.29
35	Sewer Fund			75,391.35
40	Ambulance Fund			17,282.37
45	Lee C. Fine Airport Fund			14,945.14
47	Grand Glaize Airport Fund			9,252.90

	GRAND TOTAL:			439,825.09

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	ONSITE MOBILE DOCUMENT DESTRUCTION OF	DOCUMENT DESTRUCTION	<u>107.36</u>
			TOTAL:	107.36
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	POST ITS	<u>5.94</u>
			TOTAL:	5.94
Municipal Court	General Fund	SMITH, GARY L	JUNE MUNICIPAL JUDGE SERVI	<u>1,763.16</u>
			TOTAL:	1,763.16
Building Inspection	General Fund	STAPLES BUSINESS ADVANTAGE	LAMINATING SHEETS	<u>4.59</u>
			TOTAL:	4.59
Building Maintenance	General Fund	RAPID SIGNS	CH WINDOW LETTERS & REMOVA	280.00
		GB MAINTENANCE SUPPLY	BATHROOM TOWELS	68.80
		AB PEST CONTROL INC	CH PEST CONTROL	135.00
		CINTAS CORPORATION	CH FLOOR MATS	86.12
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS	44.53
			CUPS	30.96
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	<u>3,000.00</u>
			TOTAL:	3,645.41
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	FERTILIZER	1,101.00
		RAPID SIGNS	DIRECTIONAL SIGN FOR PARK	28.50
		COMMERCIAL & RESTAURANT EQUIP INC DBA	FREEZER REPAIR	177.50
		CORE & MAIN LP	PARTS FOR IRRIGATION REPAI	200.21
			PARTS FOR IRRIGATION REPAI	234.74
		PRECISION AUTO & TIRE SERVICE LLC	FUEL PUMP & WIRE REPAIR- P	969.35
		SOUTHWEST STONE SUPPLY INC	MULCH FOR PARKS	69.36
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- N. STACEY	48.00
		STAPLES BUSINESS ADVANTAGE	TONER	209.14
			RETURN TONER	200.89
		BHATTI LLC	CONCESSION PRETZELS 6/2021	916.00
		N KOHL GROCER COMPANY	CONCESSION & PARK SUPPLIES	1,623.05
			CONCESSION & PARK SUPPLIES	<u>531.67</u>
			TOTAL:	5,907.63
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOY TESTING	170.00
			FIR FOR DUTY TSTNG	120.00
		LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT TESTING	<u>101.00</u>
			TOTAL:	391.00
Overhead	General Fund	STAPLES BUSINESS ADVANTAGE	COUNTERFIT DETECTOR PEN	<u>24.06</u>
			TOTAL:	24.06
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRE REPAIR- PD 17	21.40
			TIRE & WHEEL BALANCE	160.78
			TIRES & WHEEL BALANCE- PD	643.12
			TIRES & WHEEL BALANCE- PD	687.08
			TIRES & WHEEL BALANCE- PD	643.12
		TEN14 ENTERPRISES INC	REFLECTIVE LETTERING- PD26	960.00
		SIRCHIE ACQUISITION COMPANY LLC DBA SI	EVIDENCE COLLECTION SUPPLI	29.95
		LEON UNIFORM CO INC	UNIFORMS- H. STARNES	158.00
			UNIFORM & NAMEPLATE- HUTZL	165.50
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 30	65.00
			BATTERY, HVAC, WTR PMP- PD	236.39
			ENGINE MOUNT- PD 32	106.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OIL CHANGE- PD 19	65.00
			AIR FLTR & LIC PLATE BULB-	64.78
			REMOVAL OF DECALS- PD 25	300.00
			OIL CHNG & ENGINE MOUNT- P	200.39
			ALTERNATOR REPAIR- PD 21	367.91
			OIL CHANGE & AIR FILTER- P	100.33
			OIL LEAK REPAIR- PD 15	66.73
			TOTAL:	5,041.64
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	PN- REZONE CASE #414	103.50
			TOTAL:	103.50
Engineering	General Fund	O'REILLY AUTOMOTIVE STORES INC	SNOW BRUSH	22.99
			WIPER FLUID	4.99
			TOTAL:	27.98
Information Technology	General Fund	D&B POWER ASSOCIATES INC	NETWORK SWITCHES/FIREWALLS	7,259.00
		FORWARD SLASH TECHNOLOGY LLC	SWITCHES/FIREWALLS	6,185.36
			JULY MANAGED SERVICES	5,933.65
			OFFICE 365 SUB 6/2021-6/20	27,168.00
			TOTAL:	46,546.01
Economic Development	General Fund	BEST DAM BIRTHDAY BASH	EVENT SUPPORT	5,000.00
			TOTAL:	5,000.00
Transportation	Transportation	CAPITAL MATERIALS LLC	RECYCLED ASPHALT PAVEMENT	175.82
		ADVANCED TURF SOLUTIONS INC	HERBICIDE	111.80
		PURCELL TIRE & RUBBER CO	LOOSE TIRE REPAIR- TRK 69	21.40
		SCHEPPERS INTERNATIONAL TRUCK CENTER I	ENGINE LIGHT REPAIR- TRK 6	985.93
		FASTENCO INC	PARTS FOR BACKHOE	194.72
		RP LUMBER INC	CONCRETE	47.90
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.87
		MO ONE CALL SYSTEM INC	LOCATES	52.50
		KNAPHEIDE TRUCK INC	PARTS FOR SNOW PLOW MAINT	1,118.00
		NORTHERN SAFETY CO INC	BANDAIDS,EYE CUPS, FBRC ST	11.91
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL- KUBOTA TRACTOR	39.98
			FUSE- STRET SWEEPER	4.99
			LED LIGHT- KUBOTA TRACTOR	33.24
			OIL ABSORBENT	19.98
			ADAPTERS	14.98
		PRAIRIEFIRE COFFEE & ROASTERS	CREAMER	2.96
			PW WATER COOLER RENTAL	11.67
		CROWN POWER & EQUIPMENT	PARTS FOR FINISH MOWER	301.64
			PARTS FOR KUBOTA TRACTOR	207.52
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	115.08
			TRANS DEPT FLOOR MATS	7.05
			TRANS DEPT UNIFORMS	115.08
			TRANS DEPT FLOOR MATS	7.04
		AMAZON CAPITAL SERVICES INC	LABEL TAPE	4.43
			KEYBOARD, MOUSE, LAMINATOR	25.32
		NGS HOLDINGS INC	VINYL SHEETS- STREET SIGNS	113.09
			TOTAL:	3,753.90
Water	Water Fund	HD SUPPLY FACILITIES MAINTENANCE LTD D	GAUGES-PRESSURE VALVE PASS	420.36
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.88
		MO ONE CALL SYSTEM INC	LOCATES	52.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NORTHERN SAFETY CO INC	BANDAIDS,EYE CUPS, FBRC ST	11.91
		O'REILLY AUTOMOTIVE STORES INC	AIR & CABIN FILTER- TRK 58	29.56
			GREASE GUN	108.95
			HEADLIGHT & TAIL LIGHT- TR	38.41
			TORCH & BUTT SPLICE- TRK 5	28.48
			MTR OIL, FLTR, USB CHRGR-	60.50
			FIX-A-FLAT FOR DOLLY	15.99
		PRAIRIEFIRE COFFEE & ROASTERS	CREAMER	2.97
			PW WATER COOLER RENTAL	11.67
		CORE & MAIN LP	BALL VALVE STOP & BRASS NI	89.96
		CINTAS CORPORATION	WATER DEPT UNIFORMS	98.08
			WATER DEPT FLOOR MATS	7.04
			WATER DEPT UNIFORMS	94.25
			WATER DEPT FLOOR MATS	7.04
		SIDENER ENVIRONMENTAL SERVICES INC	SET UP & TRNG CHMCL PUMP-S	1,100.00
			VALVE FOR CHEMICAL PUMP- S	160.72
		AMAZON CAPITAL SERVICES INC	LABEL TAPE	4.43
			COMPAX BLOWER	331.05
			KEYBOARD, MOUSE, LAMINATOR	25.32
			TANK ADAPTERS FOR CHEMICAL	146.46
		GRISWOLD INDUSTRIES DBA ENGINEERED SYS	REPAIR PARTS- PASSOVER	1,200.00
			TOTAL:	4,055.53
Sewer	Sewer Fund	GRAINGER INC	INCANDESCENT LIGHT BULB	39.82
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.88
		MO ONE CALL SYSTEM INC	LOCATES	52.50
		EWT HOLDINGS III CORP	ODOR CONTROL DUDE RANCH RD	12,033.24
			ODOR CONTROL 6470 TAN TARA	11,946.82
		NORTHERN SAFETY CO INC	BANDAIDS,EYE CUPS, FBRC ST	11.92
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL- TRKS 64 & 70	72.99
			MOTOR OIL- TRK 75	23.48
		PRAIRIEFIRE COFFEE & ROASTERS	CREAMER	2.97
			PW WATER COOLER RENTAL	11.66
		CORE & MAIN LP	RISER FOR VALVE- BEACH DR	47.86
			PARTS TO REPAIR G/S 10	66.42
		JCI INDUSTRIES INC	SANDS PUMP REPAIR	39,957.00
		TRAVIS HODGE HAULING LLC	EMERGENCY- GRAND HARBOR PO	1,253.50
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	115.49
			SEWER DEPT FLOOR MATS	7.04
			SEWER DEPT UNIFORMS	115.49
			SEWER DEPT FLOOR MATS	7.05
		ELLIS BATTERY SPECIALISTS LLC	BATTERIES/BACKUP- SCADA	395.28
		AMAZON CAPITAL SERVICES INC	LABEL TAPE	4.43
			COMPAX BLOWER	331.05
			SEPTIC AIR PUMP	600.67
			KEYBOARD, MOUSE, LAMINATOR	25.33
			TOTAL:	67,131.89
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	1/4" DRIVE STAR BIT SET	9.99
		PRECISION AUTO & TIRE SERVICE LLC	ROTATE TIRES- MEDIC 8	40.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	273.38
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	47.78
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	51.00
			MEDICAL SUPPLIES	385.81
			MEDICAL SUPPLIES	4.50
			TOTAL:	812.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	PAPER TOWELS & TOILET PAPE	174.12
		NAEGLER OIL CO	LCF JET FUEL	19,115.31
			LCF AV GAS	21,376.25
			LCF JET FUEL	20,088.34
			LCF JET FUEL	17,285.47
		DAM STEEL SUPPLY	3/16" X 1" FLAT BAR	59.25
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER	14.57
			FUEL HOSE, FLTR, CLAMPS- T	15.18
		STAPLES BUSINESS ADVANTAGE	REGISTER TAPE	35.42
			TOTAL:	78,163.91
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG AV GAS	9,449.58
			TOTAL:	9,449.58

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

10	General Fund	68,568.28
20	Transportation	3,753.90
30	Water Fund	4,055.53
35	Sewer Fund	67,131.89
40	Ambulance Fund	812.46
45	Lee C. Fine Airport Fund	78,163.91
47	Grand Glaize Airport Fund	9,449.58

 GRAND TOTAL: 231,935.55

TOTAL PAGES: 4

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach-mo.gov



Planning Dept: _____
Sewer Dept: _____
License #: _____
PL 750.00
Casper

LIQUOR LICENSE APPLICATION

Date of Application: 06/27/21 Date Application Received: _____
Name of Establishment: Casa Grande LOZ. LLC
Mailing Address: 4204 Osage Beach Parkway Osage Beach MO 65066
Applicant Name: Sergio Sanches
(As it is to appear on license. If corporation, name of corporation and managing officer)

- ☐ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

* If applying for a Caterer or a Picnic license, describe the event in detail and provide the name, location, time and date of the event.

A) Personal Information:

Application of: ☒ Owner ☐ Co-owner ☐ Managing Officer

(If Owner is not the managing officer of the establishment, please indicate co-owner or managing officer.)

1) Name: Sergio M. Sanchez Sex: male
(List maiden name if female applicant)

2) Current address: 1098 male Rd apt 31 Osage Beach mo 65065 How long: 4 yrs

3) Mailing address: _____ Phone No.: _____

4) List addresses for past 5 years:
285 Fox street Kings beach CA

5) Date of birth: 10/23/1985 Place of birth: California

6) Driver's license No.: [REDACTED] State of issue: MO

7) Are you a U.S. citizen? ☒ Yes ☐ No If a naturalized citizen, give country of birth: _____

8) Indicate date and number of final citizenship paper: _____

9) Spouse's name: _____ Spouse's date of birth: _____

10) Have you ever been arrested? ☒ Yes ☐ No If yes, give date, city where arrested and final disposition:

About 9 years ago got a DUI in California

11) Have you ever been convicted of a felony? ☐ Yes ☒ No

12) If you are not an Osage Beach, MO resident, in what city or county are you a tax paying citizen? _____

13) Name and address of your previous employers: (Past 5 years)

Steve Travid Services 1180 Lake Rd 34-44 Osage Beach mo 63065
El Chargo Azul 4204 Osage Beach Parkway Osage Beach MO 63065

14) Have you ever had a license to manufacture or sell intoxicating liquor or beer revoked? ☐ Yes ☒ No
If yes, please give details: _____

15) Have any of your employees been convicted of a felony? ☐ Yes ☒ No If yes, please give details: _____

16) Have any of your employees ever had a license to manufacture or sell intoxicating liquor or beer revoked?
☐ Yes ☒ No If yes, please give details: _____

17) Have you been convicted of violating any law, in any state, regarding the manufacture or sale of intoxicating or non-intoxicating liquor, after December 15, 1933? ☐ Yes ☒ No If yes, please give details: _____

Please complete this page for each officer and/or member of your corporation/partnership

- 1) Name of establishment for which license is sought: Casa Grande Loz LLC
- 2) EXACT location (street address) of establishment: 4204 Osage Beach Parkway Osage Beach MO 65065
- 3) Phone No.: 573 286 3037 ^{cell} # Do you have a current city business license? ☒ Yes ☐ No
- 4) Is property located within 300 ft. of a church, school, or college as defined by city ordinance? no
- 5) Is establishment occupied in whole or part as a dwelling? Whole ☒ Yes ☐ No
- 6) Is entire establishment arranged so that all areas where customers are served visible to the public?
☒ Yes ☐ No
- 7) Is establishment occupied and operated mainly as a drug store, cigar and tobacco store, grocery store, general store, confectionery or delicatessen?
☐ Yes ☒ No
- 8) Do you have a stock of merchandise totaling \$1,000 or more, exclusive of fixtures and intoxicating liquors?
☒ Yes ☐ No
- 9) Please give dimensions of all areas where intoxicating liquors will be served or dispensed: Bar 25' x 25'
Dining 36' x 29' back dining 16' x 39' Patio 25' x 25'
- 10) Seating capacity for above defined areas: bar-28 patio-30 dining-110 back-50
- 11) If application is for liquor by the drink, do you have furniture and equipment in the establishment valued at \$5,000 or more?
☒ Yes ☐ No
- 12) If application is for Sunday sales, are state qualifications met?
☒ Yes ☐ No

C) Partnership or Limited Liability Company (LLC) Information:

- 1) Please give name, address, date and place of birth for each partner or member, whether general or limited:
Nayeli Avendano-Rodriguez - 1098 mace Rd apt 31 Osage Beach
MO 65065. 03/23/1998 Mexico
Employment authorization - USCIS # 204-874-886
- 2) Does anyone else have financial interest in the partnership? ☐ Yes ☒ No
If yes, please give name, address, and nature of interest:

- 3) Are all members of partnership also eligible for a license as an individual under the provisions of city ordinances? ☐ Yes ☒ No
- 4) Has a wholesale or retail license to manufacture or sell intoxicating liquor or beer, held by the partnership or any of its members been revoked or suspended? ☐ Yes ☒ No
If yes, please give details:

- 1) Name of corporation: _____
- 2) Date of incorporation: _____ State in which incorporated: _____
- 3) Name and address of each officer and director of corporation, and resident local manager: _____

- 4) Name and address of each corporation stockholder owning 10% or more of the capital stock, including the number of shares held by each: _____

- 5) Has corporation's license to manufacture or sell intoxicating liquor or beer ever been revoked?
☐ Yes ☐ No

 ORIGINAL APPLICATION

Each individual owner or managing officer of a corporation or limited liability company must submit a criminal background check performed by the Missouri Highway Patrol and a copy of his or her State of Missouri voter registration card

Notary Information:

State of Missouri }

ss

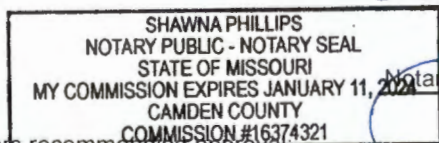
County of Camden }

I, Sergio Sanchez, being first duly sworn, state that I am the person who is to be in fact actively engaged in the actual control of the particular establishment (business, if manufacturer or distributor) for which such license is sought and that each and every statement contained in the foregoing application is true. I further promise and agree not to violate any of the ordinances of the City of Osage Beach, Missouri, the laws of the State of Missouri or of the United States of America, in the conduct of the business for which this license is hereby sought.

Sergio Sanchez
 Applicant's Signature

Printed Name

Subscribed and sworn to before me on this 29th day of June, 2021.



Shawna Phillips
 Notary Public

Liquor Control Board members recommending approval:
 Police Chief: _____

Board of Alderman Representative: _____

City Collector: _____

Planning Commission Chair: _____



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 05/23/2021

Name (1): SERGIO SANCHES

Name (2):

Name (3):

Date Of Birth: 10/23/1985

SSN: [REDACTED]

Control Number: [REDACTED]

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

Your New Voter ID Card
Exercise your right to vote!

▼ DETACH HERE ▼

VOTER IDENTIFICATION CARD

ISSUED BY **Rowland A. Todd**

Camden County Clerk, 1 Court Circle NW, Ste. 2, Camdenton, MO 65020

573-317-3890

Registration Date:

06/11/2021 rowland_todd@camdenmo.org

03/13/2020 ID #

752062826

Precinct:

17.02-OSAGE BEACH #1



SERGIO M SANCHES

1098 MACE RD APT 31
OSAGE BEACH MO 65065

Signature:

Sergio M Sanches

Polling Place: **THE CHURCH AT OSAGE HILLS**



**5237 OSAGE BEACH PARKWAY
OSAGE BEACH MO 65065**

Election Districts:

PR0002, OSAGE BEACH FIRE
CO0001, COMMISSIONER DISTRICT 1
SC0002, SCHOOL OF THE OSAGE
CI0007, OSAGE BEACH CITY
CW0004, OSAGE BEACH CITY WARD 1
10 LI 124, State House District 124
10 CI 3, US Representative District 3
10 SI 16, State Senate District 16



Rowland A. Todd
Camden County Clerk
1 Court Circle N.W. Suite 2
Camdenton, Mo. 65020

RETURN SERVICE REQUESTED

Dear Voter,

This new Voter Identification Card replaces all previously issued cards and lists your precinct, polling place, and the divisions of government in which you are entitled to vote. Please take this card or another valid form of identification listed on back to your polling place when you vote.

Please carefully check your address and spelling of your name on the card at left. If you have moved or changed your name, make the necessary corrections on back and return the card to our office.

For more information, please visit us at: www.camdenmo.org or call our office at 573-317-3890.

Sincerely,

Rowland Todd
Camden County Clerk



SERGIO M SANCHES

**1098 MACE RD APT 31
OSAGE BEACH MO 65065**

2020-2021
DETACH AND KEEP ▼



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 06/15/2021

Name (1): NAYELI AVENDANO

Name (2):

Name (3):

Date Of Birth: 03/23/1998

SSN: [REDACTED]

Control Number: [REDACTED]

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 21-40 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses.
Second Reading

Requested Action:

Second Reading of Bill #21-40

Ordinance Referenced for Action:

Board of Aldermen approval required for budget amendments over \$5,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-40 is in correct form.

City Administrator Comments:

The first reading was read and passed at the July 1, 2021 Board of Aldermen meeting.

The following are budget amendments needed to the FY2021 Operating Budget:

Request		Original Budget	Amended
1) 20-00-743200	Vehicle Maintenance	\$ 18,000	\$ 28,000
2) 20-00-774256	Building Improvements	\$ 13,300	\$ 31,936
3) 30-00-774256	Building Improvements	\$ 13,300	\$ 31,936
4) 30-00-773100	Engineering	\$ 0	\$ 964
5) 35-00-774256	Building Improvements	\$ 80,300	\$ 98,936
6) 35-00-743300	Repair of System	\$ 425,000	\$ 540,000

Explanation:

1) Unexpected repairs have been needed, specifically to Truck #55 and #62. Truck #55 is the truck the Board authorized a capital expenditure to replace the truck bed which has been completed as well. Funds available through unrestricted monies in the Transportation Fund. Total request to add = \$10,000.

2), 3), and 5) All are carryovers from approved appropriations for the PW building repairs from FY2020 that didn't get completed/paid until FY2021. Funds available through unrestricted monies in the respected Funds. Total expenditure for request, split between the three Funds = \$55,908.

4) Carryover from FY2020. Represents the final billing for the Swiss Village Well Project (approved in FY2020) that was originally estimated to be paid in FY2020, but paid in FY2021. Funds available through unrestricted monies in the Water Fund. Total expenditure for request = \$964.

6) Partial carryover from FY2020. \$35,000 of the requested amendment represents approved expenditures for pumps in FY2020 but delivery and payment occurred in FY2021. The remainder of the requested are needed expenditures for system repairs due to unexpected issues. Funds available through restricted monies in the Sewer Fund. Total request to add = \$115,000.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 20.83 ADOPTING THE 2021 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2021 Annual Budget adopted as Ordinance No. 20.83 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
20-00-743200 Vehicle Maintenance	\$ 18,000	\$ 28,000
20-00-774256 Building Improvements	\$ 13,300	\$ 31,936
30-00-774256 Building Improvements	\$ 13,300	\$ 31,936
30-00-773100 Engineering	\$ 0	\$ 964
35-00-774256 Building Improvements	\$ 80,300	\$ 98,936
35-00-743300 Repair of System	\$425,000	\$540,000

Section 2. In all other respects the 2021 Annual Budget adopted in Ordinance No. 20.83 remains in full force and effect.

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

READ FIRST TIME: July 1, 2021

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.40 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.40.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Tara Berreth, City Clerk
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 21-41 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

Requested Action:

Second Reading of Bill #21-41

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 -Political subdivision public with an annual operating budget over \$1 million must pass a conflict ordinance, order, policy or resolution at an open meeting by September 15th.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-41 is in correct form.

City Administrator Comments:

The first reading was read and passed at the July 1, 2021 Board of Aldermen meeting. I concur with the department's recommendation.

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

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policies be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the city clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo. if any such transactions occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer, the chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31.
3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the city clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. The city clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 6. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME: July 1, 2021 READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.41 was duly passed on
Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 21.41.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 21-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a contract with NextSite LLC for research, marketing, and consulting services for the recruitment of commercial development and redevelopment for an annual amount of \$2,850, plus defined Success Fees. *Second Reading*

Requested Action:

Second Reading of Bill #21-42

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Participation in the program is requested to begin within the month.

Budgeted Item:

No - General Fund Unrestricted Funds

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-733800 Professional Services

FY2021 Budgeted Amount: \$ 0

FY2021 Expenditures to Date (05/31/2021): (\$ 0)

FY2021 Available: \$ 0

FY2021 Requested Amount: \$ 2,850

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-42 is in correct form.

City Administrator Comments:

The reading was read and passed at the July 1, 2021 Board of Aldermen meeting.

At the June 3, 2021 Board of Aldermen meeting the NextSite program opportunity was discussed for the City of Osage Beach to participate as a targeted City, contracting with NextSite LLC in conjunction with LOREDC and six other cities within the our three county-wide region. The annual cost is \$2,850 for each year we participate (up to three years), plus success fees. Each year's participation will be at the Board's discretion. Success Fees, outlined in the agreement, are the fees paid to NextSite per development directly recruited and assisted by NextSite's services at such time said development is open of business.

This is not a FY2021 budgeted expenditure, but funding is available through unrestricted monies within the General Fund. Upon first reading approval, a budget amendment will initiated.

NextSite is a commercial development advisory firm that LOREDC (Lake of the Ozarks Regional Economic Development Council) and AmerenMO has partnered with to use data and market analysis, and services to attract new and commercial business to the LOREDC region; Camden, Miller, and Morgan Counties. NextSite specializes in research and market analysis, and identifies and connects opportunities to developers, tenant representatives, and end-users to develop new retail and commercial business. NextSite's proposal to LOREDC not only covers a scope of services for LOREDC's region, but in addition, includes seven selected cities within LOREDC's region to target. LOREDC is working with the selected cities, with a few of them already committing to the program.

AmerenMO and LOREDC have committee funds for the services to offset the cost for each targeted city, making the program more affordable. Each city will be asked to contribute a nominal financial commitment, \$2,850 per year. The respective city procuring expansion/development through the efforts of NextSite will bare the additional fees specific to the city, defined as Success Fees outlined within the program.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH NEXTSITE LLC FOR RESEARCH, MARKETING AND CONSULTING SERVICES FOR THE RECRUITMENT OF COMMERCIAL DEVELOPMENT AND REDEVELOPMENT FOR AN ANNUAL AMOUNT OF \$2850, PLUS DEFINED SUCCESS FEES.

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

Section 1. The Board of Aldermen authorizes the City Administrator to execute on behalf of the City a contract with NextSite LLC., under substantially the same or similar terms and conditions as set forth in ("Exhibit A").

Total expenditures or liability authorized under this contract for an annual amount of \$2.850, plus defined Success Fees.

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

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

READ FIRST TIME: July 1, 2021

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.42, 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.42.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Osage Beach, Missouri (hereinafter referred to as “Client”) on this the ____ day of **July, 2021**, as follows:

WHEREAS, the Client has opted into the previous agreement with the Lake Ozark Regional Economic Development Council and Consultant and desires to have performed those services identified on Exhibit B attached hereto (the “Project”) relating to the agreement with the City of Osage Beach, Missouri, which it believe will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within **three (3)** calendar years which shall be calculated as **July ____ 2021**, to **July _____, 2024**, with success fees

due on any projected open during the three-year engagement or within **24-months of July _____, 2024**, or any extension thereof.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$2,850** for the first year plus the success fees outlined in Exhibit A below. Payment is to be made upon execution of this agreement and receipt of invoices from NextSite, LLC. The compensation for years two and three shall be **\$2,850** per year plus success fees payable as outlined in Exhibit A below. Payment is to be made upon receipt of the invoices from NextSite, LLC. The client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$2,850** per year and thereafter under the same payment terms, as mutually agreed between Client and Consultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on past-due invoices or unpaid balances. If Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may initiate collections proceedings, including payment for costs associated with such collection efforts.

Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the City of Osage Beach, Missouri.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the

Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement will be Charles Branch, Senior VP of Business Development. Consultant will also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for

Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. All papers, documents, and work product of any type delivered to or in the possession of the City becomes public record accessible to citizens and the press pursuant to Chapter 610 of the Revised Statutes of Missouri and Chapter 117 of the Osage Beach Municipal Code.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts in its communities and county, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that

neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

13. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Jeana Woods, City Administrator, City of Osage Beach, Missouri.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Jeana Woods
City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, MO 65065
(573) 302-2000
jwoods@osagebeach.org

Consultant: NextSite LLC
880 Montclair Road
Suite 625
Birmingham, AL 35213
Attention: Chuck Branch

14. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for concepts likely to consider markets like Osage Beach, Missouri. Client acknowledges that based on community's size, there are limited opportunities for national and regional recruitment. Client acknowledges that one of the key benefits of this engagement is local support of the community's existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite's services beyond the delivery of the research and market analysis.

15. MISCELLANEOUS

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, the Client may share any research, market analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities

working for or on behalf of the Client.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees,
agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: The laws of the State of Missouri, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning

or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Non-Appropriation: The City has budgeted and appropriated necessary funds to make all the City's payments required hereunder for the remainder of the fiscal year in which this agreement is executed; and the City intends to make all the payments required hereunder so long as funds are appropriated in each fiscal year by its governing body. The City reasonably believes that money is an amount sufficient to make all payments required hereunder can and will lawfully be appropriated and made available, therefore. All payments required hereunder shall be payable out of the general funds of the City or out of other funds legally available, therefore. If the City's governing body fails to appropriate sufficient funds in any fiscal year for payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then the City shall give NextSite, LLC immediate notice of said event, and this Agreement shall immediately terminate.

CLIENT:

City of Osage Beach, Missouri

By: _____

Title: _____

Date: _____

CONSULTANT:

NextSite, LLC

By: _____

Title: _____

Date: _____

Exhibit A

In consideration of NextSite's agreement to significantly reduce its standard engagement fee, the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed within the city limits during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years) or any extension of the agreement. Success fees will be earned by NextSite by pro-actively connecting developers, tenant reps, national/regional retailers and restaurants to opportunities in Osage Beach and by supporting any national/regional retail and restaurant development within the City of Osage Beach. A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual
 - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet
 - \$7,500 per development
- Multi-tenant development or single tenant retailer(s) between 10,001 and 50,000 square feet
 - \$15,000 per development
- Multi-tenant development or single tenant retailer(s) between 50,001 and 100,000 square feet
 - \$20,000 per development
- Development or single tenant retail of 100,001+ square feet
 - \$30,000 per location
- Residential development (minimum 60 units), hotel, entertainment or healthcare tenant
 - \$25,000 per location if the developer is introduced to the market by NextSite



We are excited to announce a new partnership! Our team has partnered with the commercial development advisory firm, NextSite, to further strengthen our ability to attract new retail & commercial business investment within our service territory.

Through this partnership, Ameren and NextSite will begin a more detailed focus on driving new businesses to communities within our service territory. These opportunities will help to breathe new life into Main Street and neighborhoods, development and redevelopment opportunities, and additional tax revenues for local government agencies. We carefully chose this partnership based on NextSite's proprietary data solutions approach, access to national accounts and the success they've achieved throughout the nation.

In the months ahead, Ameren will be working with NextSite to boost commercial development all across our service territory by engaging with our communities to provide local market assessments, customer journey and consumer travel pattern analyses, property assessments and pro-active outreach to expanding commercial/retail enterprises seeking new growth opportunities.

For those interested communities, Ameren has secured an added value option by negotiating preferential pricing of NextSite's services and solutions to meet your community's unique growth opportunities.

Sincerely,

The Ameren Economic Development Team



CONNECTING OPPORTUNITIES

NextSite is a Commercial Development Advisory Firm specializing in identifying and connecting opportunities to developers, tenant reps and end-users to affect positive change in the communities we service across the U.S.

Our focus is to provide a unique research & market analysis based on the consumer travel patterns and customer journeys to key retail assets and your downtown, identify realistic recruitment targets and leverage our developer and tenant rep relationships to support commercial development growth in your community.

In the past 5 years, NextSite has connected and supported over 20 million square feet of commercial development projects resulting in over \$4.1 billion of capital investment. NextSite has successfully connected developers, tenant reps and end-users to projects across the U.S. including: Single Tenant, Multi-Tenant, Shopping Centers, Multi-Family, Healthcare, Workforce Housing, Hospitality, Entertainment, Mall Redevelopment, Grocery, Mixed-Use, Senior Housing and Student Housing.

While NextSite has only been in existence for 5 years, the principals and key executives of the company have a combined 100+ years of retail, industrial, multi-family, mixed-use and economic development experience positioning communities for commercial development success. Every member of the NextSite team is a member of ICSC and we participate in a minimum of 12 ICSC Conferences each year plus several shopping center, hospitality, and Retail Live conferences. However, 90% of our success comes from interacting with developers, tenant reps and retailers daily outside of the conference environment.

Our unique tools allow us to create industry leading analysis that creates a story about the opportunities in your market. Our success in connecting developer and tenant reps to these opportunities speaks for itself. Developers and Tenant Reps trust our insight, market knowledge and target opportunity identification.

Our Customer Journey and Consumer Travel Pattern Analytics form the basis for creating high quality custom trade areas to facilitate the balance of research and marketing deliverables. In many cases we end up with multiple custom trade areas because there is no one size fits all approach. A grocery store may have a substantially different trade area than a women's clothing store or restaurant.

NextSite's new proprietary **site identification model** estimates the suitability of a community for any given retailer based on the propensity of that retailer to locate in similar markets. Our model analyzes over 250 retail chains with more being added every day. This tool, based on proven statistical methods and back tested on recent site decisions by multiple concepts, allows us to quickly identify markets and sub-markets that match existing locations of the target retailer/restaurant. This information becomes part of our pro-active outreach to developers, tenant reps and retailers.

NextSite does not establish a minimum number of contacts in our engagements. We identify all potential opportunities based on our analysis of the market and the expansion plans of retailers. Our proactive outreach to our network of developers and tenant reps will communicate your story and get decision makers into your market. We will also position your community for potential commercial development in non- retail categories, including multi-family, middle market housing, hospitality, healthcare and mixed-use.

Scope and Approach: Retail & Restaurant Analysis & Recruitment



Within the first 60 days of the agreement, NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, onsite market visits and analysis of consumer travel patterns and customer journey. The research provided will be:

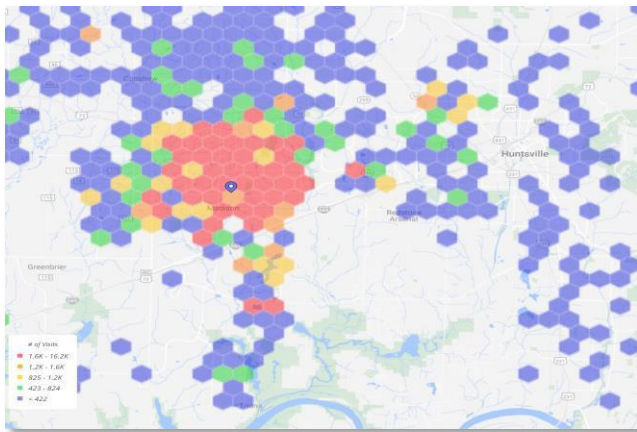
- Radius Analysis
- Drive Time Analysis
- Customer Journey Analysis
- Custom Trade Area Analysis
- Demographic Trend Analysis
- Consumer Spending Patterns
- Retail GAP/Leakage Analysis
- Peer Community Analysis
- Retail VOID Analysis
- Tapestry Segmentation
- Site Maps
- Retail Landscape Maps
- Traffic Count Maps
- Retail Marketing Guide
- Prior/Impact/Rebound COVID-19 Customer Journey Analysis
- On-Demand Reports

"NextSite has proven to be an invaluable team member on several high-profile projects that we have delivered over the years. The quality of data and analytics provided by NextSite has helped us ensure that these projects truly serve the communities in which they are located."

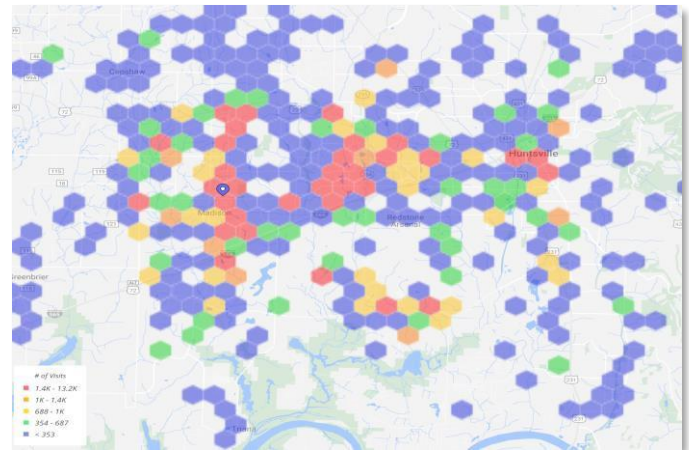
John Gunderson
President – Daniel Communities

Customer Journey and Custom Trade Area Research & Analysis

Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common Daytime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



Home Location



Work Location

Publix / Hughes Rd

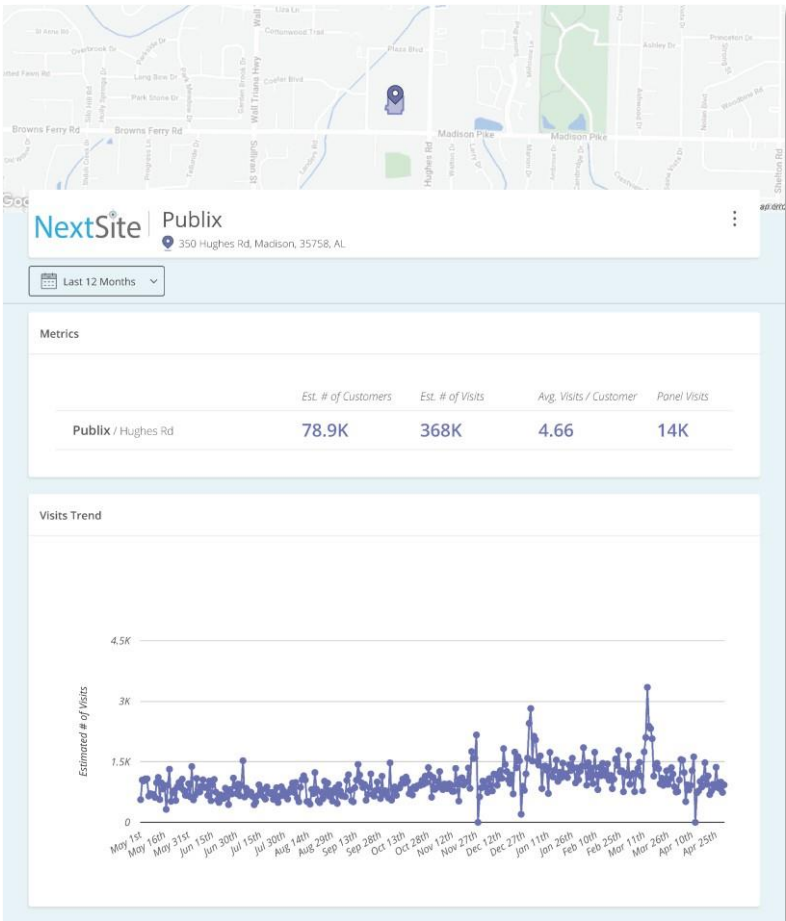
Prior			Post		
	Venue Name	Foot-Traffic		Venue Name	Foot-Traffic
1	Midtown Marketplace / Wall Triana Highway	3.4%	1	Midtown Marketplace / Wall Triana Highway	2.12%
2	Bridge Street Town Centre / The Bridge St	2.75%	2	Walmart Supercenter / Madison Blvd	0.87%
3	Bob Jones High School / Hughes Rd	1.2%	3	Applebee's / Hughes Road	0.48%
4	Hogan Family YMCA / Park Square Ln	1.13%	4	La Placita / Hughes Rd	0.46%
5	The Shoppes Of Madison / Us 72 And Wall Triana Hwy	1.02%	5	Bob Jones High School / Hughes Rd	0.41%
6	Walmart Supercenter / Madison Blvd	0.94%	6	Promenade of Madison / Hwy 72 W	0.4%
7	Madison Public Library / Plaza Blvd	0.77%	7	Bridge Street Town Centre / The Bridge St	0.39%
8	La Placita / Hughes Rd	0.56%	8	The Shoppes Of Madison / Us 72 And Wall Triana Hwy	0.3%
9	Good Samaritan Hospice / Hughes Rd Ste 12	0.51%	9	Madison Centre / Madison Blvd	0.29%
10	Madison Church of Christ / Hughes Rd	0.43%	10	Sam & Greg's Pizzeria / Hughes Rd	0.29%

Post – Prior Location

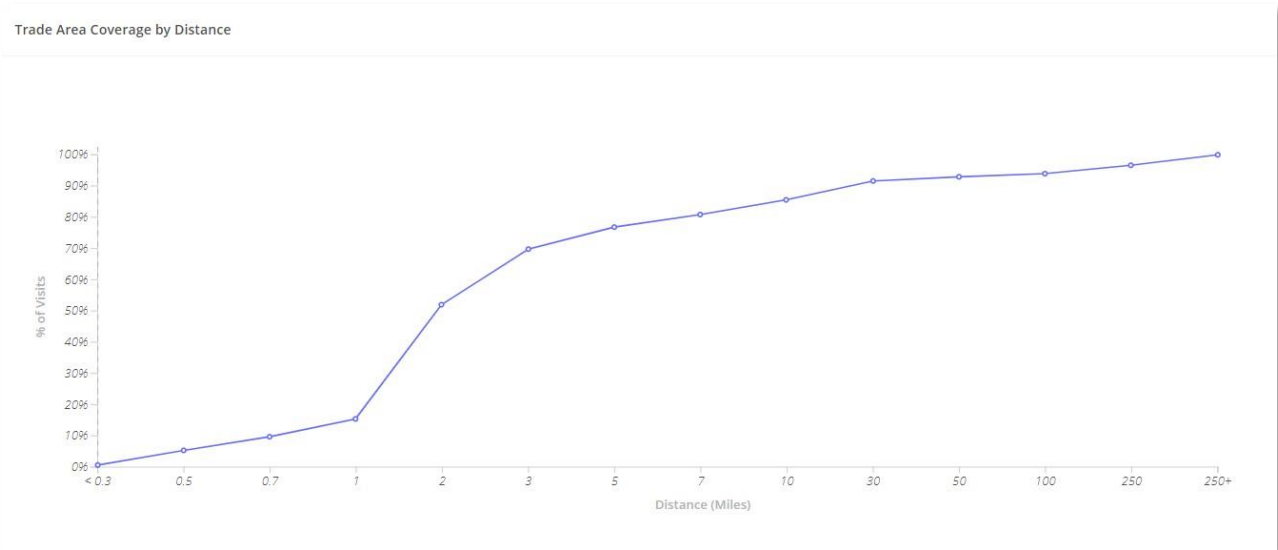
Customer Journey and Custom Trade Area Research & Analysis

Customer Journey Analytics based on a market’s primary retailer/commercial assets allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community’s ability to draw consumers into the market from the surrounding areas. We also create Customer Journey analysis for the Downtown corridors to better understand visit traffic and length of stay.

Estimated Number of Customers, Estimated Number of Visits and Visits Trends – The Customer Journey Analytics report highlights the number of unique customers visiting the primary retailer (or targeted location) as well as the total number of visits.

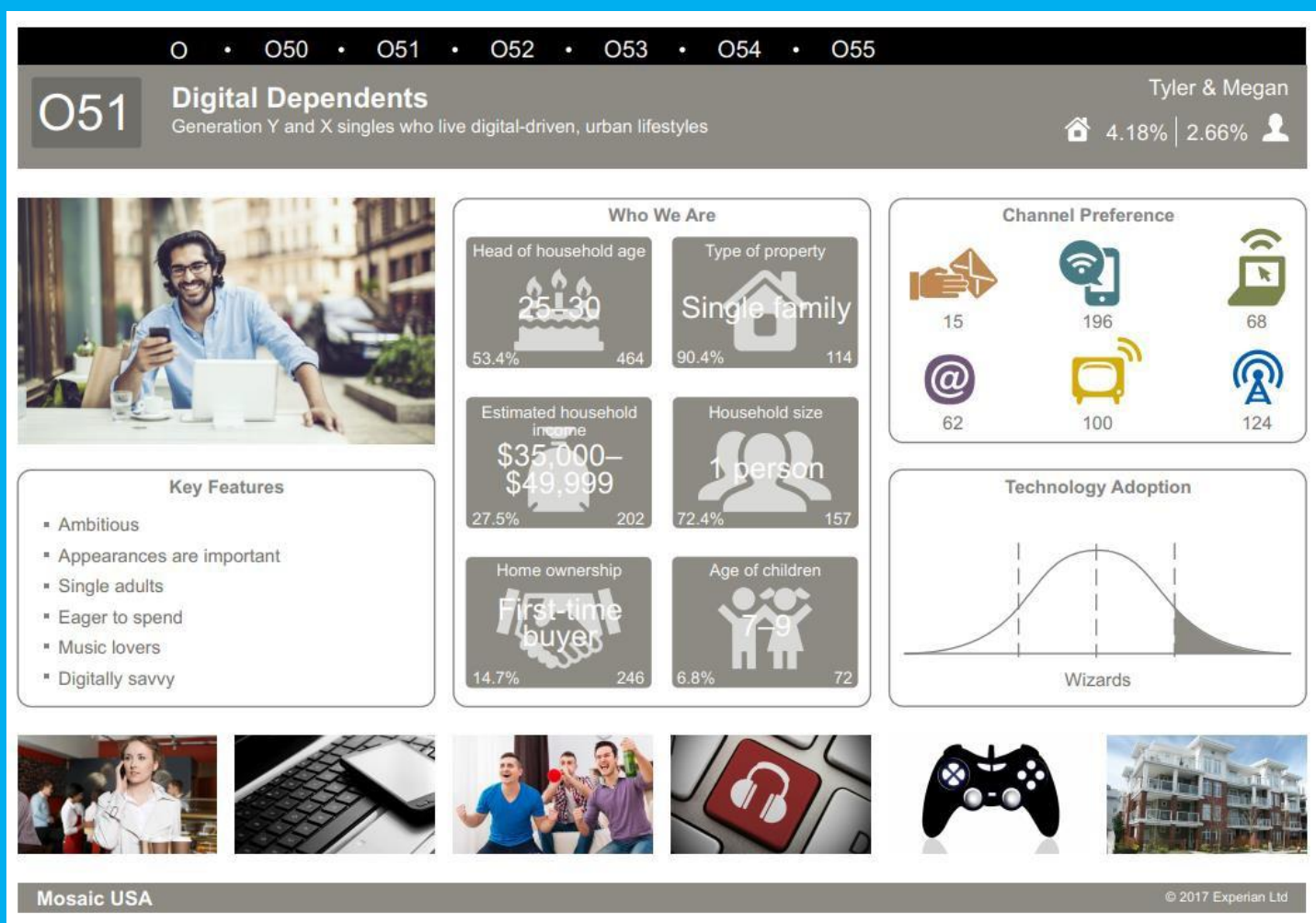


Trade Area Coverage by Distance highlights the distance that a retailer or other commercial asset is able to draw customers.



Tapestry Segmentation

Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community's shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and services offered once the location decision has been reached.



Dawsonville, GA

Regional Trade Area
Retail GAP & Leakage
Calculated using TAS Retrieval
Latitude: 34.421268 Longitude: -84.116943
May 20, 2020

NextSite

Totals

	2019 Supply (\$)	2019 Demand (\$)	GAP/Supplus (\$)
Total retail trade including food and drink (NAICS 44, 45 and 722)	3,405,466,542	4,799,695,545	1,394,228,997
Total retail trade (NAICS 44 and 45)	3,063,758,448	4,278,260,691	1,214,502,243

Motor Vehicle Parts and Dealers

	2019 Supply (\$)	2019 Demand (\$)	GAP/Supplus (\$)
Motor vehicle and parts dealers (NAICS 441)	574,289,858	1,160,763,809	586,473,952
Automobile dealers (NAICS 4411)	483,494,339	1,011,095,520	527,602,211
New car dealers (NAICS 44111)	416,872,017	915,747,247	498,875,230
Used car dealers (NAICS 44112)	46,622,293	95,349,173	48,726,880
Other motor vehicle dealers (NAICS 4412)	35,455,298	80,233,452	44,778,153
Recreational vehicle dealers (NAICS 44121)	6,635,288	23,451,999	16,816,711
Motorcycle, boat, and other motor vehicle dealers (NAICS 44122)	28,820,010	56,751,455	27,931,475
Boat dealers (NAICS 441222)	21,663,099	18,000,892	-3,662,207
Motorcycle, ATV, and all other motor vehicle dealers (NAICS 441228)	7,156,911	38,750,563	31,593,652
Automotive parts, accessories, and tire stores (NAICS 4413)	75,340,250	69,433,838	-5,906,412
Automotive parts and accessories stores (NAICS 44131)	46,648,053	41,494,676	-5,153,377
Tire dealers (NAICS 44132)	28,692,197	27,939,161	-753,035

Furniture and Home Furnishings Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Supplus (\$)
Furniture and home furnishings stores (NAICS 442)	78,191,832	80,752,626	-2,561,004
Furniture stores (NAICS 4421)	22,025,913	46,163,853	-24,137,940
Home furnishings stores (NAICS 4422)	55,562,919	32,589,074	-22,973,846
Floor covering stores (NAICS 44221)	11,431,225	5,034,773	-6,396,452
Other home furnishings stores (NAICS 44229)	44,131,694	27,554,301	-16,577,394
Window treatment stores (NAICS 442291)	23,948	1,393,454	1,369,506
All other home furnishings stores (NAICS 442299)	44,107,747	26,160,847	-17,946,900

Electronics and Appliance Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Supplus (\$)
Electronics and appliance stores (NAICS 443)	33,260,054	72,435,830	39,175,776
Household appliance stores (NAICS 443141)	3,673,117	11,731,960	8,058,873
Electronics stores (NAICS 443142)	29,586,937	60,703,840	31,116,903

Building Material and Garden Equipment and Supplies Dealers

	2019 Supply (\$)	2019 Demand (\$)	GAP/Supplus (\$)
Building material and garden equipment and supplies dealers (NAICS 444)	280,006,442	322,664,347	36,657,905
Building material and supplies dealers (NAICS 4441)	247,727,749	277,098,481	29,370,731
Home centers (NAICS 44411)	140,247,771	152,478,916	3,231,145
Paint and wallpaper stores (NAICS 44412)	18,482,522	7,413,556	-11,068,966
Hardware stores (NAICS 44413)	4,619,247	24,096,472	19,477,224
Other building material dealers (NAICS 44419)	75,378,209	93,107,537	17,729,328
Lawn and garden equipment and supplies stores (NAICS 4442)	38,278,693	45,665,807	7,387,114
Outdoor power equipment stores (NAICS 44421)	1,693,223	6,952,349	4,859,126
Nursery, garden center, and farm supply stores (NAICS 44422)	36,585,470	38,713,458	2,127,988

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/Leakage analysis across all retail categories and household- level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources. Once caveat – we have found most retailers/restaurants are more interested in the demand side of the trade area and not the supply side.

Demographic Trends

Calculated using TAS Retrieval
Latitude: 33.732700 Longitude: -84.920127
Jan 3, 2020

NextSite

Villa Rica, GA



Consumer Spending Patterns - Annual Expenditure

Calculated using TAS Retrieval

Feb 26, 2020

Latitude: 34.269508 Longitude: -86.207939

NextSite

Albertville, AL		Regional Trade Area
Health Care	Total Health Care	\$209,292,549
	Total drugs	\$17,642,076
	Prescription drugs	\$7,278,841
	Nonprescription drugs	\$4,646,996
	Nonprescription vitamins	\$5,716,430
	Health Insurance	\$155,150,980
	Total commercial health insurance (Not BCBS)	\$26,723,481
	Preferred provider health plan (Not BCBS)	\$26,723,481
	Total Blue Cross, Blue Shield	\$37,422,172
	Preferred provider health plan (BCBS)	\$26,022,658
	Health maintenance organization (BCBS)	\$9,444,600
	Commercial medicare supplement (BCBS)	\$1,146,997
	Other health insurance (BCBS)	\$806,869
	Health maintenance organization (not BCBS)	\$26,432,678
	Medicare payments	\$39,340,119
	Total Commercial medicare supplement and other health insurance	\$25,232,617
	Commercial medicare supplement (Not BCBS)	\$15,407,993
	Other health insurance (Not BCBS)	\$6,799,562
	Long-term care insurance (Not BCBS)	\$3,025,041
	Total medical supplies	\$6,314,477
	Eyeglasses and contact lenses	\$2,445,825
	Hearing aids	\$500,261
	Topicals and dressings	\$3,268,494
	Total Medical services	\$30,164,913
	Physician's services	\$6,756,203
	Dental services	\$10,724,082
	Eyecare services	\$2,028,016
	Service by professionals other than physician	\$2,678,171
	Lab tests, x-rays	\$1,824,052
	Hospital room and services	\$5,358,337
	Other medical care services	\$815,984
Reading	Total Reading	\$3,443,065
	Magazine/Newspaper subscriptions	\$1,718,475
	Magazines/Newspapers, non-subscription	\$318,279
	Books not thru book clubs	\$1,406,356

Community Peer Analysis

Retailers tend to locate in similar communities and/or trade areas. By identifying similar communities from a demographic and business scope, we can combine the city peers with the Retail VOID Analysis to further understand the opportunities for our Opportunity Target list.

City	State	1 mi Population	1 mi Avg HH Inc	3 mi Population	3 mi Avg HH Inc	5 mi Population	5 mi Avg HH Inc	10 mi Population	10 mi Avg HH Inc	15 mi Population	15 mi Avg HH Inc	30 mi Population	30 mi Avg HH Inc
Helena	AL	5,024	\$103,865	26,935	\$92,463	73,575	\$90,981	210,068	\$88,893	454,198	\$86,166	908,208	\$79,590
Madison	AL	8,812	\$113,684	49,065	\$110,755	85,976	\$102,928	228,925	\$82,083	379,206	\$83,488	655,196	\$79,149
Pelham	AL	3,058	\$74,583	25,096	\$84,026	72,192	\$93,686	242,573	\$102,070	520,639	\$90,692	933,906	\$79,628
Canton	GA	5,221	\$59,640	32,886	\$76,476	68,905	\$86,506	211,833	\$98,818	507,579	\$111,279	2,614,040	\$109,314
Evans	GA	3,392	\$130,989	38,499	\$112,586	95,887	\$103,386	246,378	\$83,817	394,943	\$73,525	595,863	\$70,346
Ridgeland	MS	8,579	\$66,428	45,911	\$82,047	88,397	\$91,590	228,733	\$85,089	386,871	\$77,709	507,587	\$75,680
Hendersonville	TN	5,327	\$88,316	48,461	\$88,269	91,230	\$92,283	297,041	\$83,410	577,581	\$78,667	1,421,892	\$89,506
Mount Juliet	TN	5,294	\$98,310	33,901	\$96,633	83,722	\$90,059	248,449	\$87,145	709,674	\$75,195	1,604,437	\$90,244

Retail VOID Analysis

Retail VOID Analysis is used to determine the distance from a market to the next nearest location of any retailer. This allows us to see which retailers have shown a propensity to located in markets with similar demographic profiles. When combined with Peer Analysis, VOID Analysis can make a compelling argument for a retailer or restaurant to locate in your community.

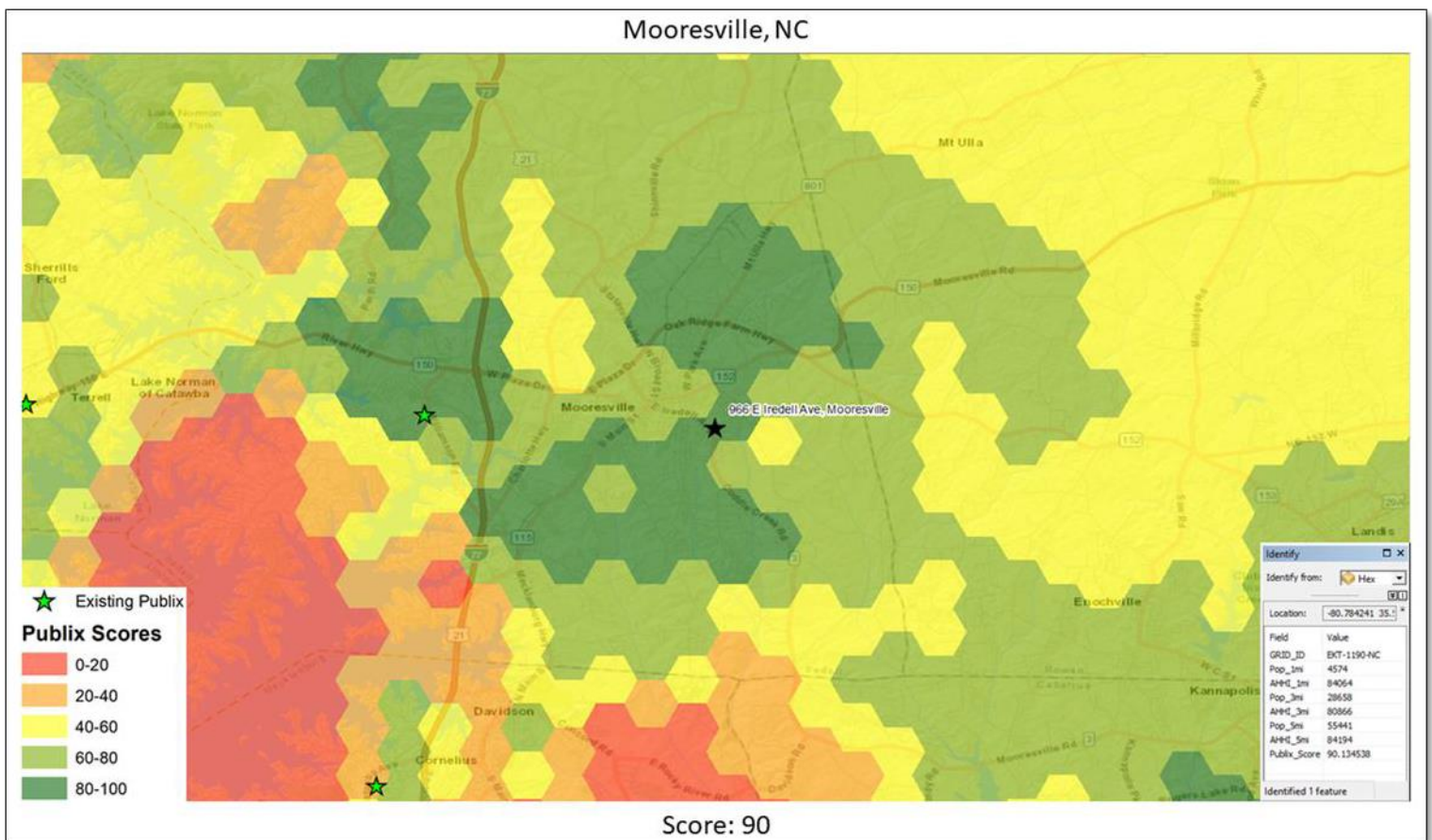
City	State	5 mi Population	5 mi Avg HH Inc	Ace Hardware	Harbor Freight Tools	Tractor Supply Co.	At Home	Publix Supermarkets	The Fresh Market	Mooyah	Culver's	Jason's Deli	Newk's Eatery
Helena	AL	73,575	\$90,981	16	3	9	6	1	14	5	5	7	8
Madison	AL	85,976	\$102,928	1	7	3	9	1	10	83	1	4	6
Pelham	AL	72,192	\$93,686	12	1	10	5	2	10	5	5	5	5
Canton	GA	68,905	\$86,506	8	0	6	15	2	13	120	6	16	3
Evans	GA	95,887	\$103,386	1	7	5	7	2	7	136	6	6	70
Ridgeland	MS	88,397	\$91,590	3	1	13	2	157	2	133	201	2	1
Hendersonville	TN	91,230	\$92,283	6	5	3	10	0	21	21	2	11	16
Mount Juliet	TN	83,722	\$90,059	8	9	3	2	2	19	19	2	2	17

Site Identification Model

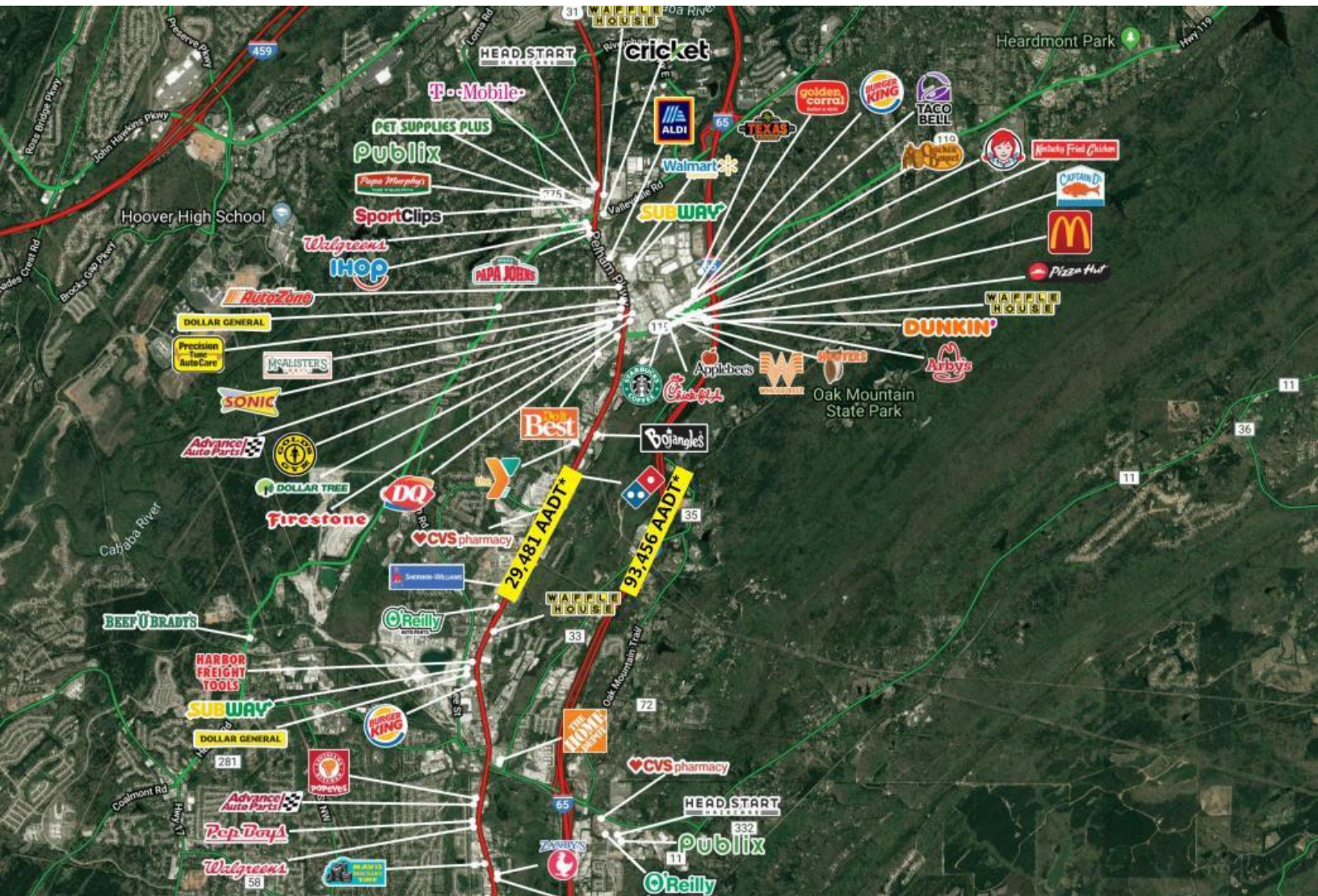
NextSite has developed a proprietary site identification model that estimates the suitability of a community/site for any given retailer based on the propensity of that retailer to locate in similar areas. Our model analyzes over 250 retail chains with more being added every day. This tool, based on proven statistical methods and back tested on recent site decisions by multiple concepts, allows us to quickly identify markets and sub-markets that match existing locations of the target retailer/restaurant. This information becomes part of our pro-active outreach to developers, tenant reps and retailers.

Using Publix as an example, NextSite's algorithm first looks at the location characteristics of every open or coming soon Publix location. These parameters include radius-based population, average household income, segmentation, and distance to next nearest location to create a Publix profile. The algorithm then compares this profile to a set of over 1.6 million evenly distributed points throughout the country and gives each point a score based on that point's similarity to the average Publix location. These scores provide NextSite and our Publix developer contacts target markets for potential Publix expansion.

The same process is used to identify potential sites for restaurants, service providers, retail and additional grocery concepts.



Major Retail Landscape Aerial



Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.

Retail Marketing Guide

NextSite develops marketing materials to market your community and site opportunities to retailers, developers and tenant reps.

Focus Properties



Tiger Square
36,000 Sq. Ft.
Berkshire Hathaway CRE
Berkshire Hathaway



Pepperell Pkwy & 30th St N
27 Acres
Galaxy Partners, Inc.
H. Hart Cobb



Parker Crossing
16.43 Acres
The Shopping Center Group
Ray Jones



Capp's Landing
Lot 1H2 Capps Way
Fuller Realty
Eddie Fuller



Tiger Town
Corner Lot Available
Merchants Retail Partners
Bill Leiner



3008 Frederick Road
5+ Acres
The Brown Agency
Bill Brown

Retail Peers

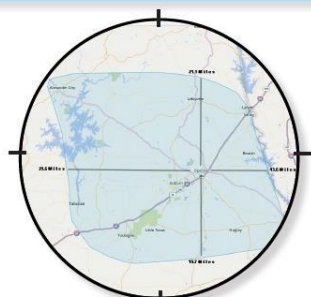
City	State	5 Mile Population	5 Mile Average Household Income
Covington	GA	47,365	\$63,569
Griffin	GA	46,833	\$55,200
Clinton	MS	44,576	\$63,306
Carrollton	GA	44,230	\$66,870
Opelika	AL	43,152	\$64,956
Tupelo	MS	43,143	\$66,633
Columbia	TN	41,962	\$62,219
Lebanon	TN	40,910	\$71,089

Regional Trade Area Retail Demand

Category	Value
General Merchandise	\$483 Million
Supermarkets/ Grocery	\$435 Million
Health & Personal Care	\$233 Million
Full Service Restaurants	\$207 Million
Limited Service Restaurants	\$171 Million
Women's / Family Clothing	\$98 Million
Furniture/ Home Furnishings	\$66 Million
Shoe Stores	\$23 Million

OPELIKA, AL

Opelika is conveniently located in east central Alabama along the dynamic I-85 corridor between Atlanta and Montgomery and adjacent to the thriving Auburn University. Opelika presents unparalleled opportunities for business, commercial, retail and industrial development, as well as an exceptional quality of life. The Auburn-Opelika MSA is one of the fastest growing metropolitan areas in the nation.



Regional Trade Area

Population	256,787
Households	103,314
Average Age	37.73
Median HH Income	\$46,415
Average HH Income	\$64,933
Per Capita Income	\$26,359
Daytime Population	285,806

Drive Time	Radius
10-20-30 Min	3-5-10 Mile
10 MIN	3 Mile
Population:	60,376
Avg HH Income:	\$66,769
20 MIN	5 Mile
Population:	121,006
Avg HH Income:	\$70,369
30 MIN	10 Mile
Population:	170,727
Avg HH Income:	\$67,449

29 Miles from Columbus, GA

62 Miles from Montgomery, AL

113 Miles from Birmingham, AL

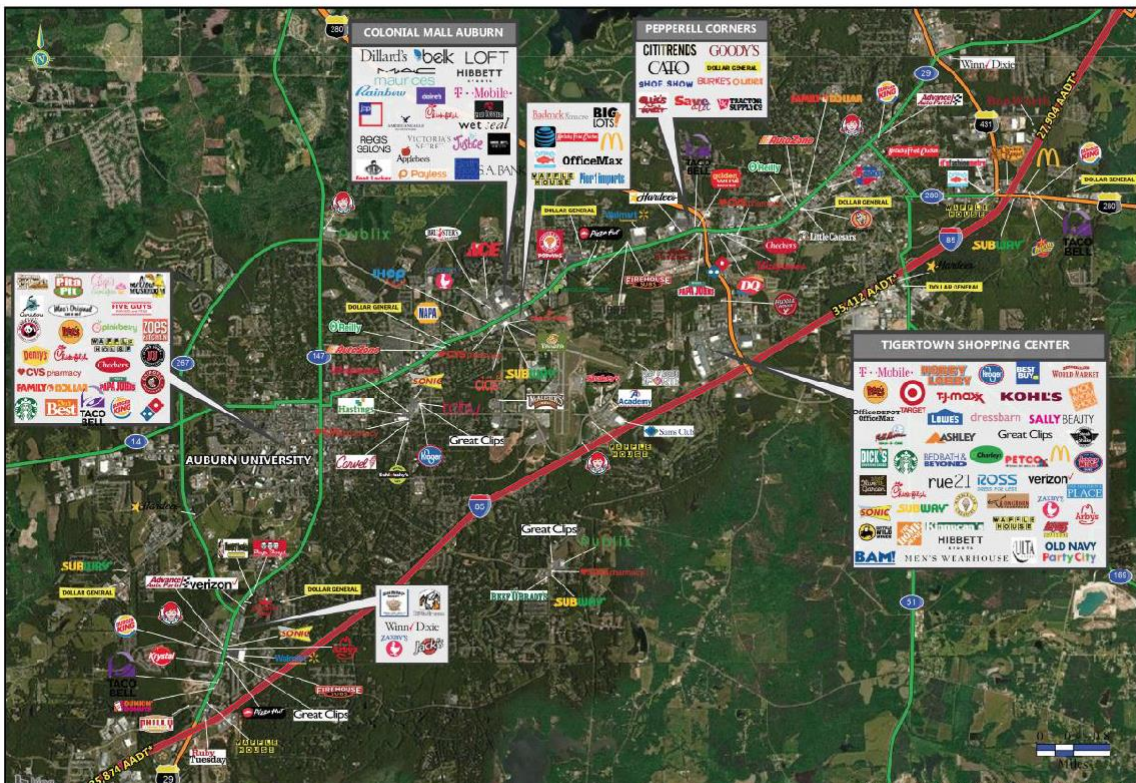


NextSite

Andy Camp
VP of Business Development
andy@nextsite.net
706.957.0696

Lori Huguley
lhuguley@opelika-al.gov
334.705.5115





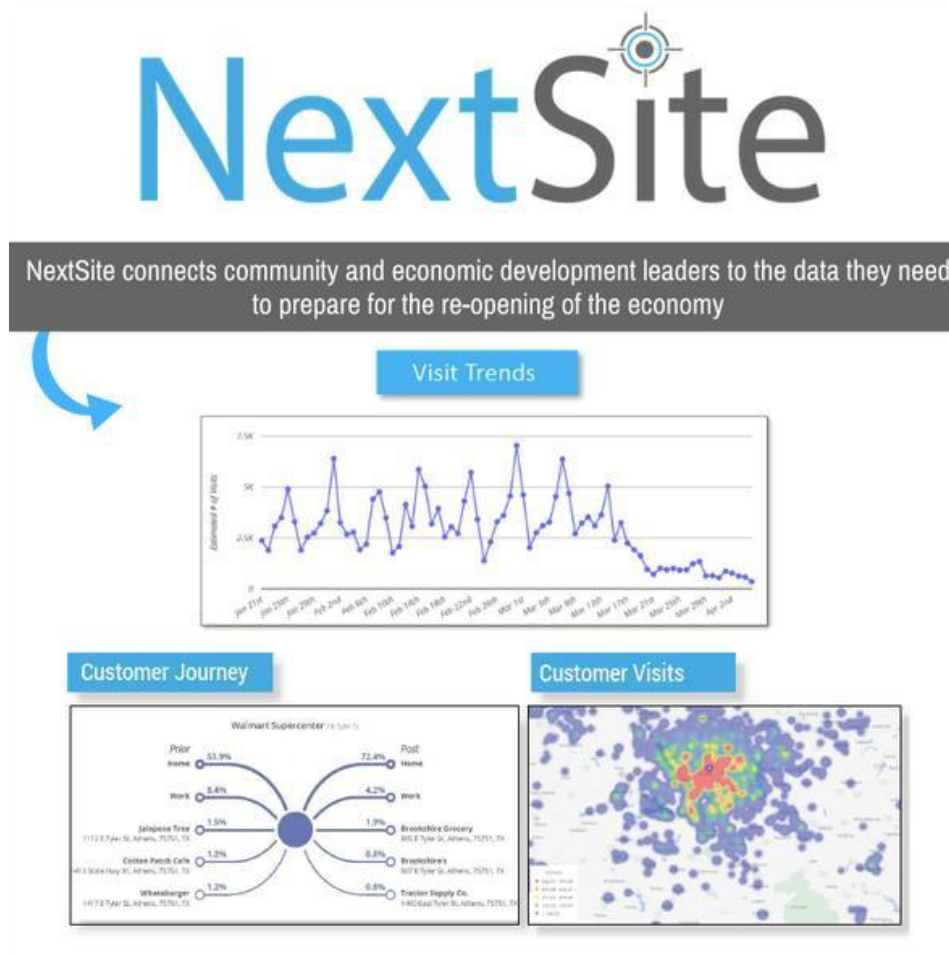
OPELIKA, ALABAMA

Major Retail & Restaurants

NextSite

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NextSite client community, Cleveland GA, shared NextSite's customer journey analytics with small, local business owners and community leadership to analyze the need for assistance through the crisis and to help prepare for the re-opening of the economy.

NextSite's Customer Journey Analytics can provide your community with detailed analysis of the impact that COVID-19 is having on your downtown, retail corridors, tourist attractions and hospitality locations. Below are just a few of the benefits these reports provide:

- Understanding the historical travel patterns and visits prior to the start of the pandemic
- A data driven analysis of the decrease in visits during COVID-19 and quarterly updates moving forward to quantify and measure the rebound
- Market analysis you can provide to local/small business owners, developers, property owners and brokers to assist their efforts

"These NextSite customer journey reports were crucial to our local businesses and community leaders for measuring and understanding the potential impacts of the temporary shutdowns related to COVID-19. This is information we needed, that was otherwise unavailable without their assistance."

- Tom O'Bryant, City Administrator - Cleveland, Georgia.



Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. Basecamp is also used to upload custom research, updated research and updates on conferences, retail trends and recruitment updates.

Harpersfield-Geneva JEDD, OH
Ohio

Overview
Messages
To-Dos
Calendar
Writeboards
Time
Files

Project overview & activity

FRIDAY, 29 MAY 2020

Comment
[Re: Taco Bell](#)

Message
[Taco Bell](#)

MONDAY, 27 APRIL 2020

File
[Geneva, OH - Retailer Peers.xlsx](#)

MONDAY, 20 APRIL 2020

File
[Stakeholder Questionnaire NextSite- Harpersfield OH \(1\).docx](#)

TUESDAY, 14 APRIL 2020

File
[Harpersfield Township, OH - Baseline - SPIRE Institute - Custom...cs.pdf](#)

File
[Harpersfield Township, OH - COVID-19 Impact - SPIRE Institute -...cs.pdf](#)

File
[COVID-19 Impact Tracking.pdf](#)

FRIDAY, 27 MARCH 2020

Message
[Spire Institute - Field Growth](#)

FRIDAY, 20 MARCH 2020

File
[Harpersfield Township, OH - Traffic Count Map.pdf](#)

TUESDAY, 17 MARCH 2020

File
[Harpersfield Township, OH - SPIRE Institute - Customer Journey ...cs.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Site Map.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Segmentation.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Retail GAP & ...qe.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Demographic Trends.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Consumer Spen...ns.pdf](#)

File
[Harpersfield Township, OH - Regional Trade Area - Community Overview.pdf](#)

File
[Harpersfield Township, OH - 10 Minute Drive Time - Retail GAP &...qe.pdf](#)

Real Estate Analysis – Focus Property Identification

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site-specific information relative to each site. Once we identify the development and redevelopment Focus Properties, we market these opportunities to Developers and Tenant Reps.

 Shorter Ave Frontage 8.17 AC Sammy Rich 706-236-4400	 County Line Rd Development Site 20 Acres Ricky Robinson 256.337.4903	 Site Adj to Waffle House 4.02 AC Lee Rowell 770.318.6153	 Hampton Inn Outparcel 2.0 AC Mike Price 256.279.0622
 GA Hwy 53 Site (see former DG site) 3 AC Sammy Rich 706-236-4400	 Clift Farm Mixed-Use Development 345,000 SF Commercial 134,000 SF Office Martin Smith 205.259.2195	 Pad Site Adj to Bojangles 1.21 AC Brian Elrod 706.553.1000	 Morse Site 1.55 AC Mike Price 256.279.0622
 Calhoun Ave Site 4 AC Sammy Rich 706-236-4400	 County Line Road Sites 15 AC for Sale Scott Plummer 205.490.2829	 Hwy 11 & Hwy 138 Site 7.89 AC Brian Elrod 706.553.1000	 Copeland Site 5+ AC Mike Price 256.279.0622
 West Rome Site 123.13 AC Sammy Rich 706-236-4400	 1884 Slaughter Road 10K SF for Lease Anusha Davis 256.536.8809	 1011 W Spring St Site 7.02 AC Nathan Purvis 404.819.2520	 King's Inn Site .70 AC Mike Price 256.279.0622
 South Rome Site .54 AC Sammy Rich 706-236-4400	 Village Shoppes of Madison 1,500 - 2,212 SF Suites Sophia Alcalay 561.414.4679	 Hwy 78 & Hwy 138 Site 35 AC Nathan Purvis 404.819.2520	 Chandler Site .84 AC Mike Price 256.279.0622
 White Oak Lane Site 8.36 AC Sadie Krawczyk 770.266.5331			

Rome, GA

Madison, AL

Monroe, GA

Albertville, AL

"Chuck Branch and the NextSite Team are always very helpful, responsive and informative. Anytime I'm entering a market search for a retailer, I reach out to Chuck to see what information he can provide on the market."

Ray Jones
The Shopping Center Group

Retail Recruitment

The most important service we provide is proactively recruiting **developers and tenant reps** to position the identified Target Opportunity List of retailers/restaurants.

We identify retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across the Southeast. NextSite meets with these retailers and developers in a variety of settings – office visits, site visits, ICSC and RetailLive and now, virtual meetings – to position opportunities in your community. While ICSC and RetailLive are important opportunities to engage in conversation, **retailers, tenant reps and developers have told us that post conference meetings and calls are the most productive use of their time, and their preferred way to discuss opportunities and share information.**



"Many of the connections we have made with developers and tenant reps have been the direct result of working with Chuck and the NextSite team. The City of Albertville is thankful for the retail growth opportunities we have had over the last few years and NextSite continues to be a great partner in assisting the city with all our retail recruiting efforts. It is reassuring to know that even when I am not in the room – the folks at NextSite are vetting opportunities for our city with their large network of developer and tenant rep relationships."

Mike Price
City of Albertville, AL – Economic Development Director

Conference Representation



ICSC Red River Conference and Deal Making
ICSC West Florida IDEX
ICSC Carolinas Conference and Deal Making
ICSC North Florida IDEX
ICSC RECon
ICSC Tennessee/Kentucky IDEX
ICSC Ohio IDEX
CenterBuild

ICSC Florida Conference and Deal Making
Retail Live! – Austin
Retail Live! - Orlando
ICSC Southeast Conference and Deal Making
ICSC Chicago Conference and Deal Making
ICSC New York Deal Making
Southern Lodging Summit
NABHOOD



Initial Timeline

Day
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day
15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed

Day
30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed & uploaded to Basecamp

Day
45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ Retailer Target List completed
- ✓ Retail Marketing Brochure completed

Day
60

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Ron White, Building Official
Presenter: Ron White, Building Official

Agenda Item:

Bill 21-43 - An ordinance of the City of Osage Beach, Missouri, amending City Code Chapter 515. Dangerous Buildings. *First Reading*

Requested Action:

First Reading of Bill #21-43

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

At the request of Alderman Marose, I have reviewed the current City Code Chapter 515 Dangerous Buildings and have modified this section to include specifications necessary for City staff to enforce a requirement to close and secure buildings prior to repair or demolition. In addition, this amendment requires all work necessary to close and secure Dangerous Buildings to be completed in a workmanlike manner using approved materials in accordance with recognized standards of the construction industry. If approved, Dangerous Buildings will be required to be closed and secured within 10 days of being notified.

Building Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-43 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 515 DANGEROUS BUILDINGS.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 515, specifically Section 515.020. Dangerous Buildings Defined, Section 515.040. Standards For Repair, Vacation or Demolition, Section 515.060. Duties of Building Official — Procedure and Notice, Section 515.080. Additional Duties of The Building Official, are hereby enacted with amendments as set forth below with new material set out in red and deleted material struck as follows:

Chapter 515 DANGEROUS BUILDINGS

Section 515.010. Purpose and Scope. [R.O. 2006 §515.010]

It is the purpose of this Chapter to provide a just, equitable and practicable method for the repairing, vacation or demolition of buildings or structures that may endanger the life, limb, health, property, safety or welfare of the occupants of such buildings or the general public, and this Chapter shall apply to all dangerous buildings, as herein defined, that now are in existence or that may hereafter exist in the City of Osage Beach, Missouri.

Section 515.020. Dangerous Buildings Defined. [R.O. 2006 §515.020]

A. All buildings or structures that are detrimental to the health, safety, or welfare of the residents of the City and that have any or all of the following defects shall be deemed "*dangerous buildings*":

1. Those with interior walls or other vertical structural members that list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
2. Those that, exclusive of the foundation, show thirty-three percent (33%) or more damage or deterioration of the supporting member or members, or fifty percent (50%) damage or deterioration of the non-supporting enclosing or outside walls or covering.
3. Those that have improperly distributed loads upon the floors or roofs, or in which the same are overloaded or that have insufficient strength to be reasonably safe for the purpose used.
4. Those that have been damaged by fire, wind or other causes so as to become dangerous to life, safety or the general health and welfare of the occupants or the people of the City.
5. Those that are so dilapidated, decayed, unsafe, unsanitary or that so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury ~~or otherwise detrimental to the health, safety, or welfare of those occupying such building.~~
6. Those having light, air and sanitation facilities that are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.
7. Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes or other adequate means of evacuation.
8. Those that have parts thereof that are so attached that they may fall and injure members of the public or property.

9. Those that because of their condition are unsafe, unsanitary, or dangerous to the health, safety, or general welfare of the people of this City.

Section 515.030. Dangerous Buildings Declared Nuisance. [R.O. 2006 §515.030]

All dangerous buildings or structures, as defined by Section 515.020 of this Chapter, are hereby declared to be public nuisances, and shall be repaired, vacated, or demolished as provided herein.

Section 515.040. Standards For Repair, Vacation or Demolition. [R.O. 2006 §515.040]

A. The following standards shall be followed in substance by the Building Official or Building Inspector in ordering repair, vacation, or demolition of any dangerous building.

1. If the dangerous building can reasonably be repaired so that it no longer will exist in violation of the terms of this Chapter, it shall be ordered repaired.
2. If the dangerous building is in such condition as to make it dangerous to the health, safety or general welfare of the public or its occupants, it shall be ordered to be vacated and repaired. An order to vacate and repair (or demolish) may include a requirement to close and secure any or all openings when necessary to protect citizens prior to repair (or demolition). When the Building Official deems it necessary:
 - a. Exterior openings are to be closed as approved by the Building Official.
 - b. Material missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half inch thick or by equivalent materials approved by the Building Official. Particle board, wafer board, Masonite or other similar materials shall not be used for the purpose of securing a structure.
 - c. Any material used to close openings in exterior walls of open buildings shall be installed in a workmanlike manner in accordance with recognized standards of the construction industry.
 - d. All loose and hanging exterior parts shall be removed.
 - e. All debris shall be removed from the interior and exterior of the premises.
 - f. The property shall be maintained in accordance with the requirements of this chapter.
 - g. Any Person notified to close and secure under this subsection shall secure the building within 10 days.
3. In all cases where a building cannot be repaired so that it no longer will exist in violation of the terms of this Chapter, it shall be demolished.
4. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this Chapter or any ordinance of this City or Statute of the State of Missouri, it shall be repaired or demolished.

~~Section 515.050. Building Official. [R.O. 2006 §515.050]~~

~~All Building Officials shall be the Building Official(s) within the meaning of this Chapter.~~

Section 515.060. Duties of Building Official — Procedure and Notice. [R.O. 2006 §515.060]

- A. The Building Official(s) shall have the duty under this Chapter to:
1. Inspect, or cause to be inspected, as often as may be necessary, all residential, institutional, assembly, commercial, industrial, garage, special or miscellaneous occupancy buildings for the purpose of determining whether any conditions exist that render such place to be a dangerous building when he/she has reasonable grounds to believe that any such building is dangerous.

2. Inspect any building, wall, or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be existing in violation of this Chapter, and the Building Official determines that there are reasonable grounds to believe that such building is dangerous.
3. Inspect any building, wall or structure reported by the Fire or Police Departments of this City as probably existing in violation of this Chapter.
4. Notify the owner, occupant, lessee, mortgagee, agent, and all other persons having an interest in the building or structure, as shown by the land records of the Recorder of Deeds of Camden/Miller County, of any building or structure found by him/her to be a dangerous building or structure within the standards set forth in Section 515.020. Such notice shall be in writing and shall be given either by personal service or by certified mail, return receipt requested, or if service cannot be had by either of these modes of service, then service may be had by publication in a newspaper qualified to publish legal notices for two (2) consecutive weeks.

The notice required shall state that:

- a. The owner must vacate, vacate, and repair or vacate and demolish said building and clean up the lot or property on which the building is located in accordance with the terms of the notice and this Chapter.
 - b. The occupant or lessee must vacate said building or have it repaired in accordance with the notice and remain in possession.
 - c. The mortgagee, agent or other persons having an interest in said building as shown by the land records of the Recorder of Deeds of Camden/Miller County may, at his/her own risk, repair, vacate or demolish the building and clean up the property or have such work done; provided, that any person notified under this Subsection to repair, vacate or demolish any building or clean up the property, shall be given such reasonable time not exceeding thirty (30) days, to commence the required work.
5. The notice provided for in this Section shall state a description of the building or structure deemed dangerous, a statement of the particulars that make the building or structure a dangerous building, a statement indicating that as a dangerous building, said building or structure constitutes a nuisance and an order requiring the designated work to be commenced within the time provided for in the above Subsection.
 6. Report in writing to the City Building Official the non-compliance with any notice to vacate, repair, demolish, clean up the property or upon the failure to proceed continuously with the work without unnecessary delay.
 7. Appear at all hearings conducted by the Building Official and testify as to the condition of dangerous buildings.
 8. ~~Immediately report to the Building Official concerning any building found by him/her to be inherently dangerous and that he/she determined to be a nuisance per se. The Building Official may Direct that such building, found to be inherently dangerous and that he/she determined to be a nuisance per se, be marked or posted with a written notice reading substantially as follows declaring the building to be dangerous and unsafe for human occupancy or use.~~

~~“This building has been found to be a dangerous building by the Building Official. This notice is to remain on this building and/or property until it is repaired, vacated or demolished that has been given the owner occupant, lessee, mortgagee interest in said building as shown by the land records of the Recorder of Deeds of Camden/Miller County. It is unlawful to remove this notice until such notice is complied with.”~~

Section 515.070. (Reserved)

Section 515.080. Additional Duties of The Building Official. [R.O. 2006 §515.080]

A. The Building Official shall have the powers and duties pursuant to this Chapter to:

1. Supervise all inspections required by this Chapter and cause the Building Official-Inspector to make inspections and perform all the duties required of him/her by this Chapter. Upon receiving a complaint or report from any source that a dangerous building exists in the City, the Building Official shall cause an inspection to be made forthwith. If the Building Official deems it necessary to the performance of his/her duties and responsibilities imposed herein, the Building Official may request an inspection and report be made by any other City department or retain services of an expert whenever the Building Official deems such service necessary.
2. Upon receipt of a report from the Building Official indicating failure by the owner, lessee, occupant, mortgagee, agent, or other persons(s) having an interest in said building to commence work of reconditioning or demolition within the time specified by this Chapter or upon failure to proceed continuously with work without unnecessary delay, hold a hearing giving the affected parties full and adequate hearing on the matter.
3. Give written notice of said hearing, either by personal service or by certified mail, return receipt requested, or if service cannot be had by either of those modes of service then, by publication in a newspaper qualified to publish legal notices, at least ten (10) days in advance of the hearing date, to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of Camden/Miller County, who may appear before the Building Official on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the Building Official's notice as provided herein. Any party may be represented by counsel and all parties shall have an opportunity to be heard.
4. Make written findings of fact from the evidence offered at said hearing as to whether the building in question is a dangerous building within the terms of Section 515.020 of this Chapter.
5. If the evidence supports a finding based upon competent and substantial evidence that the building or structure is a dangerous building, and a nuisance and detrimental to the health, safety or welfare of the residents of the City, the Building Official shall issue an order based upon its findings of fact commanding the owner, occupant, mortgagee, lessee, agent or other persons(s) having an interest in said building as shown by the land records of the Recorder of Deeds of Camden/Miller County to repair, vacate or demolish any building found to be a dangerous building and to clean up the property, provided that any person so notified, shall have the privilege of either repairing or vacating and repairing said building, if such repair will comply with the ordinances of this City or may vacate and demolish said dangerous building at his/her own risk to prevent the acquiring by the City of the lien against the land where the dangerous building stands. If the evidence does not support a finding that a building or structure is a dangerous building, or a nuisance or detrimental to the health, safety, or welfare of the residents of the City, no order shall be issued.
6. If the owner, occupant, mortgagee, or lessee fails to comply with the order within thirty (30) days, the Building Official shall ~~may~~ cause such building or structure to be repaired, vacated or demolished and the property cleaned up as the facts may warrant. If the Building Official or other designated officer or officers issues an order whereby the building or structure is demolished, secured, or repaired, or the property is cleaned up, the cost of performance shall be certified to the City Clerk or officer in charge of finance, who shall cause a special tax bill or assessment therefor against the property to be prepared and collected by the City Collector or other official collecting taxes, unless

the building or structure is demolished, secured or repaired by a contractor pursuant to an order issued by the City and such contractor files a mechanic's lien against the property where the dangerous building is located. The contractor may enforce this lien as provided in Sections 429.010 to 429.360, RSMo. Except as provided in Section 515.090, at the request of the taxpayer the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from the date of its issuance shall be deemed a personal debt against the property owner and shall also be a lien on the property until paid. Said tax bill or assessment shall bear interest at a rate of eight percent (8%) per annum until paid.

Section 515.090. Insurance Proceeds — How Handled. [R.O. 2006 §515.090]

- A. If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, the following procedure is established for the payment of up to twenty-five percent (25%) of the insurance proceeds, as set forth in this Subsection. This Subsection shall apply only to a covered claim payment that is in excess of fifty percent (50%) of the face value of the policy covering a building or other structure:
 - 1. The insurer shall withhold from the covered claim payment up to twenty-five percent (25%) of the covered claim payment and shall pay such monies to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Chapter.
 - 2. The City shall release the proceeds and any interest that has accrued on such proceeds received under subdivision (1) of this Subsection to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies unless the City has instituted legal proceedings under the provisions of Subsection (6) of Section 515.080. If the City has proceeded under the provisions of Subsection (6) of Section 515.080, all monies in excess of that necessary to comply with the provisions of Subsection (6) of Section 515.080 for the removal, securing, repair and cleanup of the building or structure and the lot on which it is located, less salvage value, shall be paid to the insured.
- B. If there are no proceeds of any insurance policy as set forth in Subsection (A) of this Section, at the request of the taxpayer, the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from the date of its issuance shall be a lien on the property and a personal debt against the property owner(s) until paid.
- C. This Section shall apply to fire, explosion or other casualty loss claims arising on all buildings and structures.
- D. This Section does not make the City a party to any insurance contract, and the insurer is not liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.
- E. The Building Official may certify that in lieu of payment of all or part of the covered claim payment under Subsection (A) that it has obtained satisfactory proof that the insured has removed or will remove the debris and repair, rebuild, or otherwise make the premises safe and secure. In this event, the Building Official shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without the deduction pursuant to Subsection (A) of this Section. It shall be the obligation of the insured or other person making the claim to provide the insurance company with the written certificate provided for in this Subsection.

Section 515.100. Appeal. [R.O. 2006 §515.100]

Any owner, occupant, lessee, mortgagee, agent, or any other person(s) having an interest in a dangerous building as shown by the land records of the Recorder of Deeds of Camden/Miller County, may appeal such

decision to the Circuit Court of Camden/Miller County, as provided for in Sections 536.100 to 536.140, RSMo., if a proper record as defined in Section 536.130, RSMo., is maintained of the hearing provided for in Section 515.080 hereof. Otherwise, the appeal shall be made pursuant to the procedures provided for in Section 536.150, RSMo.

Section 515.110. Emergencies. [R.O. 2006 §515.110]

In cases where it reasonably appears that there is immediate danger to the health, life, safety, or welfare of any person unless a dangerous building, as defined herein, is immediately repaired, vacated, or demolished and the property is cleaned up, the Building Official shall report such facts and the Building Official may cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the same manner as provided in Sections 515.080 and 515.090.

Section 515.120. Violations — Disregarding Notices or Orders. [R.O. 2006 §515.120]

The owner, occupant or lessee in possession of any dangerous building who shall fail to comply with the order to repair, vacate or demolish said building given by the Building Official or who shall fail to proceed continuously without unnecessary delay; and any person removing any notices provided for in this Chapter; and any person violating any other provisions of this Chapter shall be guilty of an ordinance violation and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00). Each day that a person fails to comply with an order of the Building Official may be deemed a separate offense.

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 judgement 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 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.21.43 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.21.43.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 21-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to amend contract OB20-015 with Meyer Electric Co. with a not to exceed amount of \$44,000. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-44

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The Contract has reached it not to exceed limit. Approval of further repairs requires that this ordinance be in place.

Budgeted Item:

Yes - line items are budgeted, amounts estimated to be insufficient.

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-743106 Streetlight Repair

FY2021 Budgeted Amount:	\$ 6,000
FY2021 Expenditures to Date (06/30/21):	(\$ 2,569)
FY2021 Available:	\$ 3,431

FY2021 Requested Amount:	\$ 2,000
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Budget Line Item/Title: 20-00-743107 Signal Repair

FY2021 Budgeted Amount:	\$ 32,000
FY2021 Expenditures to Date (06/30/21):	(\$ 30,376)
FY2021 Available:	\$ 1,624

FY2021 Requested Amount:	\$ 10,000
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Department Comments and Recommendation:

Due to multiple problems with various signals, the replacement of the electronics at the Wal-Mart intersection signal, and multiple street light repairs we have depleted the dollars approved to spend for the ordinance that is in place the the traffic signal and street light repairs contract that we have with Meyer Electric Co. I would like to add 12,000 to the ordinance to insure that staff has the necessary funds in place should repairs be needed during the second half of the year. The original not to exceed amount for bill 20.69 is \$32,000. Adding 12,000 would extent the not to exceed amount to \$44,000.00.

The appropriate budget amendment follows this request, amending the two accounts noted above.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-44 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO AMEND CONTRACT OB20-015 WITH MEYER ELECTRIC, CO. FOR TRAFFIC SIGNAL, STREET LIGHTING AND BALL FIELD LIGHTING MAINTENANCE AND REPAIR SERVICES PROJECT WITH A NOT TO EXCEED AMOUNT OF \$44,000.00

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

Section 1. The Board of Aldermen hereby authorizes the City Administrator or Mayor to execute the first amendment to contract OB20-015, with Meyer Electric, CO for Traffic Signal, Street Lighting & Ball Field Lighting Maintenance & Repair Services. in a form substantially similar on content attached to this ordinance as Exhibit "A."

Section 2. The City Administrator is hereby authorized to execute a one (1) year annual renewal with a maximum of five (5) renewals of contract OB20-015 with Meyer Electric, CO in any year in which the budget contains sufficient appropriated funds for the costs to be incurred.

Section 3. Total expenditures or liability authorized under this Ordinance shall not exceed Forty-Four Thousand Dollars (\$44,000.00), for any one year of the contract.

Section 4. 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 5. 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. 21.44 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows.

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.44.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES

FIRST AMENDED AGREEMENT

THIS AMENDMENT dated on this ____ day of _____ 2021 AMENDS THE AGREEMENT, previously made and entered into the _____ day of, _____ 2020, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Meyer Electric Company, Inc.** a Missouri Corporation of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WHEREAS the City of Osage Beach and Meyer Electric Company desire to amend Article III of the contract to increase the allowance for hourly work from \$32,000 to \$44,000 by deleting the original Article III and replacing it as follows:

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

TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING, MAINTENANCE & REPAIR SERVICES

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two thousand eight hundred dollars and zero cents (\$2,800.00)** for maintenance and not to exceed **Forty-Four Thousand Dollars and Zero cents (\$44,000.00)** for hourly work per year for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

In all other respects the original agreement shall remain in full force and effect.

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

City of Osage Beach

City Clerk

By _____

LICENSE or CERTIFICATE NUMBER, if applicable _____

Meyer Electric Company:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 21-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a Change Order for modifications to Construction Contract OB21-002 with B & P Patterson Concrete and Construction for the Beach Drive Intersection Improvement project. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #21-45

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Work has been completed for this project. We would like to get this change order approved and get the contractor paid.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773225 Beach Drive

FY2021 Budgeted Amount: \$ 82,000

FY2021 Expenditures to Date (MM/DD/YY): (\$ 58,996)

FY2021 Available: \$ 23,004

FY2021 Requested Amount: \$ 832

Department Comments and Recommendation:

This Project was awarded at the March 18, 2021, BOA Meeting (Bill #21-12) in the amount of \$71,641.25. The budget for this project is \$82,000.

During the project several subgrade failures were identified. Also, some buried concrete that was with in the new pathway for this intersection was discovered and had to be

removed. The contractor used force account money to make these repairs under staff direction. These factors contributed to the need for 12 additional tons of asphalt that was not accounted for in the original engineers estimate. 35 tons of asphalt was estimated for this project and in the end, the contractor used 47 tons. The attached change order details the cost of the material. The cost of the additional material exceeded the amount remaining in the force account.

Original Contract Amount = \$71,641.25
Revised Contract Amount = \$72,473.43
Change Order = \$832.18

\$58,966 has already been paid to the contractor for this project. If this change order is approved a final pay estimate of \$13,507.25 will be presented on the bills list at the next BOA meeting.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-45 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER FOR MODIFICATIONS TO CONSTRUCTION CONTRACT OB21-002 WITH B & P PATTERSON CONCRETE AND CONSTRUCTION FOR THE BEACH DRIVE IMPROVEMENT PROJECT.

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

Section 1. The Board of Aldermen hereby authorizes the City Administrator to execute on behalf of the City a Change Order with B & P Patterson for the Beach Drive Intersection Improvement project in an amount not to exceed an additional Eight Hundred Thirty-Two Dollars and eighteen cents (\$832.18).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.45 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 President of the Board for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.45.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
1000 City Parkway · Osage Beach, MO 65065
Phone (573) 302-2000 · Fax (573) 302-2039 · www.OsageBeach.org

FINAL CHANGE ORDER

July 2, 2021

B&P Patterson Concrete & Construction
PO Box 307
Linn, MO 65051

Reference: Construction Contract OB21-002
Beach Drive Intersection Improvements

Dear Mr. Patterson:

In accordance with Article 9 of the General Conditions – Changes in the Work of your Construction Contract No. OB21-002 Beach Drive Intersection Improvements you are hereby directed to perform the following change and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

1. Asphalt quantity in place from 35 tons to 47 tons.	
Additional 12 tons at \$276.75	\$3,321.00.
Amount remaining in force account	- \$1,438.82
Price increase	\$1,882.18
 Contract Deductions	
Relocated Sign	\$ 350.00
2-1/2" Sign Post & Roadway Sign	\$ 700.00
Price decrease	\$1,050.00
 Total Contract Change	INCREASE \$ 832.18

Compensation for the work performed shall be in accordance with the Revised Contract Bid Schedule herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$ 71,641.25
Contract Increase	INCREASE	\$ 1,882.18
Contract Deductions	DECREASE	\$ 1,050.00
Revised Contract Amount		\$ 72,473.43

Sincerely,

Jeana L. Woods, CPA, ICMA-CM
City Administrator

B&P Patterson Concrete & Construction hereby accepts the terms and conditions of Final Change Order

B&P Patterson Concrete & Construction

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 21-46 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses.
First Reading

Requested Action:

First Reading of Bill #21-46

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-46 is in correct form.

City Administrator Comments:

The following are budget amendments needed to the FY2021 Operating Budget:

Request	Original Budget	Amended
1) 10-21-733800 Professional Services	\$ 0	\$ 2,850

2) 10-21-754250	Community Promotions & Events	\$ 30,000	\$ 27,150
3) 20-00-743106	Streetlight Repair	\$ 6,000	\$ 8,000
4) 20-00-743107	Signal Repair	\$ 32,000	\$ 42,000
5) 30-00-743300	Repair of System	\$ 150,000	\$ 175,000

Explanation:

1) and 2) In reference to Bill 21-42 NextSite agreement; amending budget for recently approved services, transferring \$2,850 from Community Promotions & Events. Current events planned will not be affected by this transfer.

3) and 4) In reference to a current pending Bill request on agenda; Various signal and streetlight repairs needed and current repair budgets are insufficient. It is estimated that insurance reimbursement may materialized specifically for the streetlight repairs and once known appropriate amendments will be made.

5) Additional water system repairs are needed, specific to fire hydrant repairs, and the current repair budget is insufficient.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 20.83 ADOPTING THE 2021 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2021 Annual Budget adopted as Ordinance No. 20.83 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-21-733800 Professional Services	\$ 0	\$ 2,850
10-21-754250 Community Promotions & Events	\$ 30,000	\$ 27,150
20-00-743106 Streetlight Repair	\$ 6,000	\$ 8,000
20-00-743107 Signal Repair	\$ 32,000	\$ 42,000
30-00-743300 Repair of System	\$ 150,000	\$ 175,000

Section 2. In all other respects the 2021 Annual Budget adopted in Ordinance No. 20.83 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.46 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.46.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 21-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Lake of Ozarks Bikefest Event Support Request, in an amount not to exceed \$3,000. *First Reading*

Requested Action:

First Reading of Bill #21-47

Ordinance Referenced for Action:

Board of Aldermen approval required for the distribution of funds from the Community Promotions - Community Event Support account per Municipal Code Section 110.300 Expenditures from Community Promotions - Community Event Support Budget Item.

Deadline for Action:

Yes - Event Dates Upcoming

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-754255 Community Event Support

FY2021 Budgeted Amount: \$ 13,000

FY2021 Expenditures to Date (07/02/2021): (\$ 7,000)

FY2021 Available: \$ 6,000

FY2021 Requested Amount: \$ 3,000

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-47 is in correct form.

City Administrator Comments:

In the Economic Development Department, account 10-21-754255-Community Event Support, \$13,000 is budgeted for event support. Per City Code 110.300, the intent is for the purpose of supporting events activities that bring visitors, trade, and business into the City. Applications are submitted to the City Administrator and Board of Aldermen approval is required.

Enclosed is the Lake of the Ozarks Bikefest Event Support application with supplemental information submitted. The request is for \$3,000.

This is the third event request for FY2021. The Board of Aldermen has committed \$7,000 to date for FY2021.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2021 EVENT SUPPORT REQUEST IN AN AMOUNT NOT TO EXCEED \$3,000.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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

Section 1. That the expenditure of funds for advertising in an amount of Three Thousand dollars (\$3,000.00) is hereby authorized for the 2021 Lake of the Ozarks Bikefest to be held September 15-19, 2021.

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

Section 3. 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 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.47 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent: 0

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.47.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: \$3,000 Date of Request: 6/15/21

Organization Information:

Organization Name: Lake of the Ozarks Bikefest

Address: PO Box 1498, Osage Beach, MO 65065

Phone # 573-348-1599 Fax # _____

Contact Name: Heather Brown

Phone # (cell) 573-280-9349 (Other) 573-348-1599

Is the organization a not-for-profit? ☒ YES ☐ NO

If yes, is it a registered 501(c)3 or other designation? ☐ YES ☒ NO (If yes, attach IRS classification)

If yes, is the organization a local not-for-profit or national not-for-profit organization? _____

Your organization's activities focus on: (check all that apply)

- ☐ Families and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☒ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☐ Other: _____

Event Information:

Event Name: Lake of the Ozarks Bikefest

Event Dates: September 15-19, 2021

Event Location: Entire Lake Area

Description of event: See attached letter

How will the proceeds of this event be used? We will use the sponsorship to advertise the event.

How will the City be recognized through this event? See attached

Is the event open to the public? ☒ YES ☐ NO If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: _____

Total budget for the event: See attached

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? We will only spend what money we raise

How many years has this event been held? 15 years

Estimated attendance this year? 115,000 Last year's attendance, if applicable? 100,000 estimated

Applicant:

Application Completed By: Heather Brown

Contact Phone/Cell: 573-348-1599

<u>Heather Brown</u>	<u>Heather Brown</u>	<u>Executive Director</u>	<u>6/15/21</u>
Signature	Print Name	Title	Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach
Jeana Woods, City Administrator
1000 City Parkway
Osage Beach, MO 65065

Internal Use

Date Application Received: July 7, 2021 By: jlw

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____



Tuesday, July 15, 2021

Dear City of Osage Beach Board of Alderman,

The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the \$3,000 sponsorship for the 2020 Lake of the Ozarks Bikefest and the committee would like to offer the City of Osage Beach a \$3,000 sponsorship for the 2021 Lake of the Ozarks Bikefest. The 2020 event was a large success, and our committee estimates the attendance grew to 150,000 people and had an estimated economic impact of \$15,344,100 for the Lake Area.

The 2021 Lake of the Ozarks Bikefest Sponsorship would include.

- 1) **Logo at the top of Sponsor page on www.LakeBikeFest.com with link to your business**
- 2) **Logo on the sponsor page of the Official Bikefest Program Guides**
- 3) **Logo on Official Bikefest Passports**
- 4) **Logo on Official Bikefest Video**
- 5) **Logo on Official Bikefest Passport Maps**
- 6) **Logo on Bikefest Postcards**
- 7) **Use of Official Bikefest logo for marketing purposes**

The Lake of the Ozarks Bikefest committee is focused on promoting economic growth from the motorcycle industry through spending not only at the Lake Area for the Lake of the Ozarks Bikefest, but year-round as well.

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the "Heart of the Lake of the Ozarks"! Of the 18 businesses participating in Lake of the Ozarks Bikefest Passport Stops the following 10 businesses have committed to participate in 2021 that represent Osage Beach.

***Lake of the Ozarks Harley-Davidson
Shorty Pants Lounge & Marina
Surdyke Yamaha
Dog Days Bar & Grill
Wobbly Boots Road House***

***Harmy's Cheese Store & More
Redhead Lakeside Grill
Osage Beach 1st Assembly of God
Tirebiter's Peanut Pub
Backwater Jack's***

There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest that are also located in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship. As you can see from the above information the economic impact to the City of Osage Beach is a large part of the total \$15,344,100 total economic impact on the entire Lake Area.

Thank you again for your support and please feel free to reach out to me if you have any questions. We would very much welcome the opportunity to present to the Board of Alderman to thank them for their past support and answer any questions or address any concerns about the sponsorship opportunity or the event itself.

Respectfully,



Heather Brown
Bikefest Committee
P.O. Box 1498
Osage Beach, MO 65065
573-348 - 1599 - office
Heather@funlake.com

2021 BIKE FEST		
		BUDGET
Income		
Sponsor - TCLA Miller Co Bus Dist	\$	3,000.00
Co-Title Sponsor - Aaron Saches	\$	10,000.00
Co-Title Sponsor - Leatherman	\$	2,000.00
Co-Title Sponsor - Osage Beach	\$	3,000.00
Major Sponsor \$500 X 7	\$	3,500.00
Passport Stop Part \$700 X18	\$	12,600.00
Featured Lodging	\$	2,200.00
Passport Sales	\$	17,440.00
Lodging Listings	\$	400.00
T-Shirt Sales (Vendor Donation)		
	\$	54,140.00
Expenses		
Secretary of State-Annual Fees	\$	11.25
Board Insurance	\$	744.00
ViaMedia Mobil AdMessenger	\$	8,100.00
CycleFish.com Banner-2 months	\$	975.00
Hot Summer Nights - F/P Ad	\$	395.00
Hot Summer Nights - Tri-Fold Ad	\$	250.00
Mid Am Freedom Rally- 1 pg. Ad	\$	350.00
Full Throttle Advertising	\$	3,500.00
MSW-Social Media/Retargeting	\$	7,007.40
1,000 Postcard to F/T	\$	-
(10) Passport Signs 18" x 24"	\$	195.00
(20) Passport Sign Stands	\$	40.00
Get Down Guide - Full Page Ad	\$	500.00
CMA Commisson	\$	4,600.00
2021 Restaurant Guide F/P Ad		COMP
2021 Vacation Guide-LOCVB	\$	2,000.00
www.funlake.com Event Banner		COMP
Advertising Commission-S&A	\$	4,109.57
Passport Stamps (1)	\$	14.94
1,500 Passports & 1,800 Maps	\$	1,943.35
Passport 2' x 3' Banners (30)	\$	209.70
Full Throttle Bikefest 3' x 8' Banner	\$	81.27
MSW-Website Redesign	\$	1,810.00
Passport Stop \$5 x 379	\$	1,895.00
CMA \$5 x 493 + \$1 x 872 =	\$	3,337.00
Bank Checks		
Smart Printing-Sponsor Thanks	\$	42.00
HD Motorcycle	\$	12,000.00
Total	\$	54,110.48
Balance	\$	29.52

State	Count
Alaska	1
Arkansas	5
California	1
Colorado	3
Illinois	91
Indiana	5
Iowa	41
Kansas	20
Kentucky	4
Louisiana	2
Michigan	2
Minnesota	2
Mississippi	1
Nebraska	17
Oklahoma	6
Pennsylvania	3
South Dakota	2
Tennessee	4
Texas	6
Wisconsin	5
Blank	1
	222
Grand Total	670
File Cards	39

State	City	Count
Missouri	Arnold	3
	Ashland	1
	Auxvasse	3
	Balwin	3
	Barnett	1
	Barnhart	2
	Beaufort	1
	Belle	2
	Bellevue	1
	Blamarck	1
	Bolivar	2
	Brumley	4
	Byrnes Mill	2
	Cadet	2
	Cairo	3
	Camdenton	31
	Carl Junction	2
	Cedar Hill	1
	Climax Springs	1
	Cole Camp	1
	Columbia	5
	Crocker	2
	Cutawissa	1
	Defiance	1
	Dittmer	1
	Edwards	6
	Eldridge	2
	Eldon	6
	Ellington	2
	Elsherry	1
	Ewing	2
	Fair Grove	1
	Fenton	5
	Ferguson	2
	Festus	2
	Florissant	3
	Foley	1
	Forstall	1
	Fulton	1
	Galt	1
	Gerald	1
	Gravois Mills	8
	Hawk Point	1
	Herculanum	3
	High Ridge	4
	Hillsboro	7
	Holts Summit	3
	House Springs	4
	Iberia	2
	Imperial	1
	Independence	1
	Ironton	2
	Jacksonville	1
	Jefferson City	8
	Kalver	1
	Kansas City	4
	Keyesville	2
	Knob Noster	2
	Lake Ozark	13
	Lake St Louis	3
	Lebanon	10
	Lee's Summit	2
	Leslie	2
	Lincoln	1
	Linn Creek	7
	Macks Creek	3
	Macon	2
	Mansfield	2
	Maryland Heights	1
	Mexico	2
	Montgomery City	1
	Montreal	2
	Moscow	1
	Mountain View	2
	Niangua	1
	New Florence	1
	Nixa	2
	Odessa	2
	O'Fallon	7
	Osage Beach	20
	Owensville	1
	Perry	2
	Polo	1
	Portland	1
	Roach	3
	Rocky Mount	2
	Rolla	9
	Rosetown	1
	Shelbyville	2
	Siddmore	1
	Springfield	2
	St Charles	38
	St Joseph	8
	St Louis	19
	St Peters	9
	St Robert	5
	Steelville	1
	Stover	6
	Sturgeon	4
	Sullivan	2
	Sunrise Beach	7
	Tarkio	3
	Tipton	1
	Trenton	7
	Triplitt	3
	Troy	7
	Union	7
	Urbana	2
	Van Buren	10
	Versailles	4
	Vienna	2
	Warrenton	1
	Washington	8
	Waynesville	2
	Wentzville	3
	Winfield	1
	Wright City	8
		448

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to proceed with a Cooperative Marketing Partnership with Central Missouri's Lake of the Ozarks Tri-County Lodging Association (TCLA) with chosen preferred option.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

At the previous Board of Aldermen meeting, July 1, 2021, the Board approved to proceed with a Cooperative Marketing Partnership for the City of Osage Beach with TCLA in an amount not to exceed \$25,000. Based on the discussion at the meeting four options have been formulated and direction from the Board on the preferred option is needed.

Once an option has been decided on by the Board of Aldermen, Staff will work with TCLA in getting the marketing program started. Regular analytic updates will be given to the City to monitor the program and facilitate changes to the SEM and Retargeting, if needed, based on said analytics.

Summary of options (see enclosure):

- **Option 1** - Includes SEM (Search Engine Marketing) and Retargeting based on SEM at a 60%-40% split (recommended by TCLA marketing team) and a landing page on [FunLake.com](https://funlake.com) (landing page is included in all options). SEM Goal - 25,557 clicks; Retargeting Goal - 2.532 million impressions.
- **Option 2** - Includes SEM and Retargeting (60%-40% split), One Print Ad in the Fall 2021 Outdoor Guide, and Two Billboards creatives to be displayed on Three Billboards (2 in KC, 1 in St. Louis), displayed five months. Also includes a landing page on [FunLake.com](https://funlake.com). SEM Goal - 23,645 clicks; Retargeting Goal - 2.190 million impressions.
- **Option 3** - Includes SEM and Retargeting (60%-40% split) and One Print Ad in the Fall 2021 Outdoor Guide. Also includes a landing page on [FunLake.com](https://funlake.com). SEM Goal - 25,322 clicks; Retargeting Goal - 2.503 million impressions.
- **Option 4** - Includes SEM and Retargeting (60%-40% split) and Two Billboards creatives to be displayed on Three Billboards (2 in KC, 1 in St. Louis), displayed five months. Also includes a landing page on [FunLake.com](https://funlake.com). SEM Goal - 24,630 clicks; Retargeting Goal - 2.220 million impressions.

MARKETING PARTNERSHIP



MARKETING PARTNERSHIP OPTION #1

SEM-\$15,000

RETARGETING-\$10,000

FREE LANDING PAGE ON FUNLAKE.COM

MARKETING PARTNERSHIP OPTION #2

SEM-\$12,975

RETARGETING ADS-\$8,650

ONE PRINT AD-FULL PAGE -FALL ISSUE OF OUTDOOR
GUIDE (NON-COOP)-\$300/TCLA \$300

TWO BILLBOARD CREATIVES-\$3,075 THREE BILLBOARDS (2-
KC & I-70 ST. LOUIS) AUG, SEPT, MARCH, APRIL, MAY

FREE LANDING PAGE ON FUNLAKE.COM

MARKETING PARTNERSHIP OPTION #3

SEM-\$14,820

RETARGETING-\$9,880

ONE PRINT AD-FULL PAGE FALL OUTDOOR GUIDE (NON-COOP)

\$300/TCLA \$300

FREE LANDING PAGE ON FUNLAKE.COM

MARKETING PARTNERSHIP OPTION #4

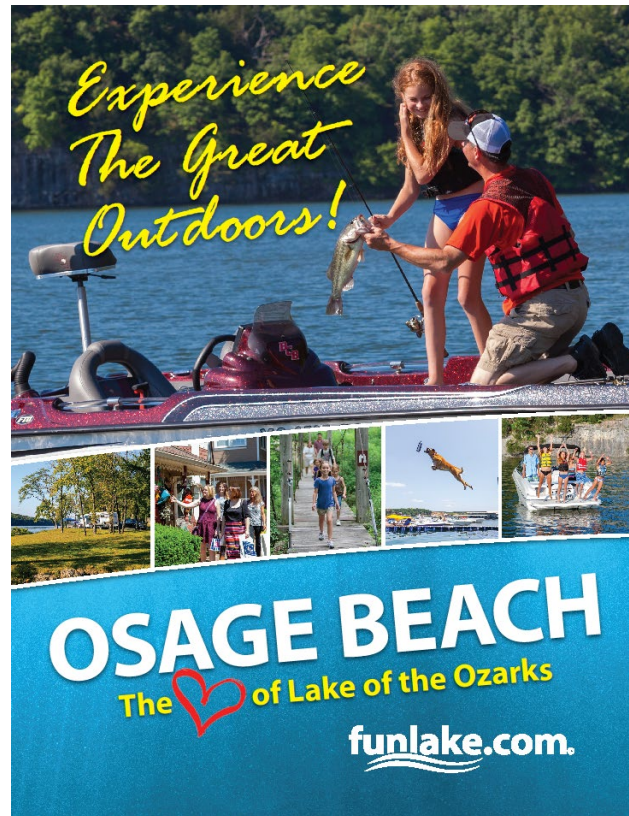
SEM-\$13,155

RETARGETING-\$8,770

TWO BILLBOARD CREATIVES-\$3,075 THREE BILLBOARDS (2-KC & 1-70 ST. LOUIS)
AUG, SEPT, MARCH, APRIL, MAY

FREE LANDING PAGE ON FUNLAKE.COM

PRINT CREATIVE EXAMPLE



BILLBOARD CREATIVE EXAMPLES



City of Osage Beach
Agenda Item Summary

Date of Meeting: July 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

City Administrator Report on Sewer Development Charges (SDC) per Municipal Code.

Requested Action:

Not Applicable

Ordinance Referenced for Action:

City Administrator Report on SDC required per Municipal Code Chapter 710; Article VI Fees and Charges; Section 710.410 Sewer System Development Charges.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

City Administrator Comments:

Per Section 710.410.I.1-6 the City Administrator shall report to the Board about Sewer Development Charges (SDC) by the second regularly scheduled Board of Aldermen meeting in July of each year.

The SDC ordinance was adopted in 2002 and has been updated as needed per ordinance since then, seven changes to date. The intent of the SDC is to ensure new connections to the sewer system that place additional demand upon the system bear proportionate share of the cost of the facilities necessary to accommodate the new

connection. SDCs are paid through the permitting process for sewer service connection. The funds collected are used exclusively for sewer facility upgrade projects, financing directly or as a pledge against bonds, revenue certificates, or other indebtedness for the cost of sewer facility upgrade projects.

Staff is not recommending any changes to the calculation methodology, area changes, or rate schedule changes currently.

SDC Revenue History:

<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021 (as of 6/30)</u>
\$43,277	\$68,033	\$52,508	\$190,193	\$74,093	\$32,004 (Budget \$50,000)

There are no SDC projects currently budgeted in the FY2021 Operating Budget. The last SDC project, per the original project list, was completed in FY2016; therefore, no changes have been made to the structured fee schedule. During FY2020, \$142,979 was transferred from the restricted SDC Reserve Account for reimbursement of past project costs and debt. As of December 31, 2020, the SDC Reserve Account balance was \$108,159. FY2021 transfers from the restricted SDC Reserve Account are estimated at approximately \$145,000.