

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

March 16, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting March 2, 2023
- ▶ Bills List - March 16, 2023
- ▶ New Liquor Licenses - Charlie Foxtrots - 5180 Osage Beach Parkway

UNFINISHED BUSINESS

- A. Bill 23-08 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System. *Second Reading*
- B. Bill 23-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks; Article IV Rates and Charges. *Second Reading*
- C. Bill 23-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving Asphalt on multiple City streets for an amount not to exceed \$909,934.50. *Second Reading*
- D. Bill 23-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the 2023 Pavement Sealing Program in an amount not to exceed \$285,767.21. *Second Reading*
- E. Bill 23-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. for the 2023 Drainage Improvement Project for an amount not to exceed \$109,765.00. *Second Reading*
- F. Bill 23-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Engineering Surveys & Services for Engineering Design and Construction Services related to the Hwy 42 Sidewalk Improvement Project for an amount not to exceed \$150,589.00. *Second Reading*
- G. Bill 23-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an agreement with Axon Enterprise, Inc. for the purchase and supportive services of Fleet 3 In-Car Cameras, Necessary Equipment, and Software Licenses through Sourcewell Contract #010720-AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5 year period. *Second Reading*

NEW BUSINESS

- A. Public Hearing - Beach Drive Community Improvement District (CID)
- B. Bill 23-15 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Beach Drive Community Improvement District, Approving a Cooperation and Transportation Project

Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further actions in connection therewith. *First Reading*

- C. Bill 23-16 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.010 Definitions, 235.020 Rules And Regulations, 235.030 Violations, 235.040 Inspections, 235.050 Bonds, 235.060 Liability Insurance, 235.070 Prohibited Practices, 235.080 Required, 235.090 Applications, 235.100 Issuance, 235.110 Renewal, 235.130 Residential Containers, 235.140 Commercial Containers, 235.150 Tree Limbs, 235.160 Yard Wastes, 235.170 Location Containers, 235.210 What Will Be Collected-Items Collected Become Property Of Collection Agency, 235.220 Placement For Collection, 235.230 Bulky Rubbish, 235.240 Entry Onto Private Property. *First Reading*
- D. Bill 23-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement No. 8 to The Professional Service Agreement with LOR Engineering, LLC dba Cochran Engineering for the design and construction phase for the reconstruction of Osage Beach Road for an amount not to exceed \$214,825.00. *First Reading*
- E. Bill 23-18 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a three-year master service order agreement with Airespring for internet service for an amount not to exceed \$42,743.40 annually plus applicable taxes and fees. *First Reading*
- F. Bill 23-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with Forward Slash Technologies for the installation, phone service, management, and support of a new on-premise Voice over IP phone system for an amount not to exceed \$79,649.35. *First Reading*
- G. Motion to approve the purchase of a 2023 F250 Ford Pickup with 8' plow from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$56,021.00.
- H. Bill 23-20 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenses in the Transportation Fund and the Lee C Fine Airport Fund. *First and Second Reading*
- I. Motion to approve the acceptance of land donation at the corner of Malibu and Conway from Ms. Ivonne Leslie.
- J. Motion to approve the purchase of an easement from Brink and Ball Land Co. LLC for an amount not to exceed \$7,800.00.

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
March 2, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday March 2, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Kevin Rucker, Alderman Bob O'Steen, Alderman Tyler Becker, Alderman Kellie Schuman and Alderman Richard Ross. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Cole Bradbury, Police Chief Todd Davis, City Planner Cary Patterson, Human Resource Generalist Mike Raye, Building Official Ron White, Airport Manager Ty Dinsdale, Economic Development Specialist Mitchell Moon, City Treasurer Kerri Bell and IT Specialist Mikeal Bean.

CITIZEN COMMUNICATIONS

No comments

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda as presented. This motion was seconded by Alderman Becker. Motion passes with unanimously voice vote.

UNFINISHED BUSINESS

Bill 23-01 - An Ordinance of the City Of Osage Beach, Missouri, Amending Chapter 115 Employees and Officers in Sections 115.020, 115.170, 115.310, 115.360, 115.400; Chapter 125 Human Resources System (Personnel) Rules and Regulations in Section 125.020; Chapter 135 Finance and Purchasing in Section 135.030; Chapter 200 Police Department in Section 200.050; Chapter 205 Animal Regulations in Sections 205.100, 205.140, 205.160, 205.190; Chapter 305 Traffic Administration in Section 305.060, of the City Code for various purposes as set forth. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-01. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 23-01 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman O'Steen, Alderman Becker. Alderman Schuman and Alderman Ross. Bill 23-01 was passed and approved as Ordinance 23.01.

NEW BUSINESS

Public Hearing - Osage Beach Water and Sewer User Rate Schedule Changes
No Public Comments

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

Bill 23-08 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 23-08. This motion was seconded by Alderman Rucker. Motion passes with unanimously by voice vote.

Bill 23-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks; Article IV Rates and Charges. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-09. This motion was seconded by Alderman Becker. Motion passes with unanimously by voice vote.

Bill 23-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving Asphalt overlay on multiple City streets for an amount not to exceed \$909,934.50. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 23-10. This motion was seconded by Alderman Ross. Motion passes with unanimously by voice vote.

Bill 23-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the 2023 Pavement Sealing Program in an amount not to exceed \$285,767.21. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill 23-11. This motion was seconded by Alderman Rucker. Motion passes with unanimously by voice vote.

Bill 23-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. for the 2023 Drainage Improvement Project for an amount not to exceed \$109,765.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-12. This motion was seconded by Alderman Schuman. Motion passes with unanimously by voice vote.

Bill 23-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Engineering Surveys & Services for Engineering Design and Construction Services related to the Hwy 42 Sidewalk Improvement Project for an amount not to exceed \$150,589.00. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 23-13. This motion was seconded by Alderman O'Steen. Motion passes with unanimously by voice vote.

Bill 23-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an agreement with Axon Enterprise, Inc. for the purchase and supportive services of Fleet 3 InCar Cameras, Necessary Equipment, and Software Licenses through Sourcwell Contract #010720-AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5-year period. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 23-14. This motion was seconded by Alderman Marose. Motion passes with unanimously by voice vote.

Resolution 2023-01 - A resolution of the City of Osage Beach, Missouri, referring the proposed Oasis at Lakeport Tax Increment Financing Application under the Real Property Tax Increment Allocation Redevelopment Act to the Tax Increment Financing Commission for a Public Hearing.

Alderman Becker made a motion to approve Resolution 2023-01. This motion was seconded by Alderman Schuman. Motion passe with unanimously by voice vote.

Motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2024.

Alderman Marose made a motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2024. This motion was seconded by Alderman Rucker. Motion passes unanimously by voice vote.

STAFF COMMUNICATIONS

City Treasurer Bell – Investments currently receiving 4% interest.

Police Chief Davis – New ambulance will be delivered this month. Polar Plunge raised \$272,000 to be donated to Special Olympics.

Building Official White – Preserve Sycamore, Oasis and Topsiders are all under review.

Human Resources Generalist Raye – Employee Appreciation Dinner Friday March 3, 2023, at Margaritaville.

Parks and Rec Manager Gregory – Thanked Transportation Department for the help with Hatchery Road culvert placement.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Mainstreet Music Hall – Capital City Productions will be doing theatrical entertainment. MML will be expanding the salary and fringe benefit survey and wants the city to be apart of this program. Specifically, police take home cars.

Alderman O'Steen – Attend Legislative Conference and met with Don Mahew and Mike Bernskoetter about what is being presented to State Senate. Majority is taxation. Most disturbing was Bill 513 – the abolishment of taxing of boat docks. This is coming from an individual that is not a resident that lives at the lake or near a lake. This would affect all of municipalities that get taxes from boat docks. Going to keep up on this Bill 513 and keep you posted.

ADJOURN CLOSED SESSION

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Alderman Ross moved to open the Executive Session. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Ross, Alderman Marose, Alderman Becker, Alderman Schuman, and Alderman O'Steen, Alderman Rucker. The meeting was therefore opened.

No announcements were made following the closed session.

Alderman O'Steen moved to close the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Ross, Alderman Marose, Alderman Becker, Alderman Schuman, and Alderman O'Steen, Alderman Rucker. The meeting was therefore closed.

ADJOURN REGULAR MEETING

There being no further business to come before the Board, the meeting adjourned at 8:35pm. 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 March 2, 2023, and approved March 16, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
March 16, 2023**

Bills Paid Prior to Board Meeting	\$	138,714.88
Payroll Paid Prior to Board Meeting	\$	151,315.84
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Dierbergs	\$	-
Bills Pending Board Approval	\$	462,001.86
Total Expenses	\$	752,032.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,034.00		
			INTERNAL REVENUE SERVICE	Fed WH	11,691.43	
		ICMA	FICA	7,827.31		
			Medicare	1,830.61		
			Loan Repayment	77.62		
			Loan Repayment	106.47		
			Loan Repayment	182.34		
			Loan Repayment	139.12		
			Loan Repayment	98.17		
			Loan Repayment	153.05		
			Retirment 457 &	2,681.94		
			Retirement 457	1,170.00		
			Loan Repayments	166.79		
			Loan Repayments	134.84		
			Loan Repayments	334.19		
			Loan Repayments	92.92		
			Loan Repayments	252.83		
			Loan Repayments	113.03		
			Loan Repayments	127.21		
			Loan Repayments	115.98		
			Retirment Roth IRA %	51.74		
			Retirement Roth IRA	352.00		
		CITIZENS AGAINST DOMESTIC VIOLENCE	2021-2022 CADV COLLECTIONS	<u>1,031.00</u>		
		TOTAL:			32,764.59	
		Mayor & Board	General Fund	MAROSE, PHYLLIS	MILEAGE REIMB MML CONF-MAR	65.50
				THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	20.00
				O'STEEN, JOHN R	MILEAGE REIMB MML CONF-O'S	60.26
				HARMISON, MICHAEL	MILEAGE REIMB MML CONF- MA	<u>61.57</u>
				TOTAL:		
		City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	639.20
					Medicare	149.50
ICMA	Retirement 401%			103.09		
	Retirement 401			618.59		
THE PITNEY BOWES BANK INC	CITY ADMIN POSTAGE			<u>100.00</u>		
TOTAL:				1,610.38		
City Clerk	General Fund			MO CITY CLERKS & FINANCE OFFICERS ASSO	2023 CCFOA MEMB- T. BERRET	15.00
		INTERNAL REVENUE SERVICE	FICA		197.39	
		ICMA	Medicare	46.17		
			Retirement 401%	31.84		
			Retirement 401	191.01		
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	<u>500.00</u>		
		TOTAL:			981.41	
		City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	594.74
Medicare	139.09					
ICMA	Retirement 401%			95.93		
	Retirement 401			575.55		
THE PITNEY BOWES BANK INC	FINANCE POSTAGE			<u>100.00</u>		
TOTAL:				1,505.31		
Municipal Court	General Fund			INTERNAL REVENUE SERVICE	FICA	97.75
		Medicare	22.86			
		ICMA	Retirement 401%	15.77		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	94.60
		THE PITNEY BOWES BANK INC	MUNICIPAL POSTAGE	<u>50.00</u>
			TOTAL:	280.98
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	459.25
			Medicare	107.41
		ICMA	Retirement PTO Conversion	10,000.00
		THE PITNEY BOWES BANK INC	CITY ATTNY POSTAGE	50.00
		BRADBURY LAW FIRM LLC	CITY ATTORNEY CONTRACT SVC	<u>4,125.00</u>
			TOTAL:	14,741.66
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	510.17
			Medicare	119.32
		ICMA	Retirement 401%	82.29
			Retirement 401	493.72
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	<u>200.00</u>
			TOTAL:	1,405.50
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 1/16-2/14/23	83.35
			CITY HALL SVC 1/16-2/14/23	3,370.83
		ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	253.80
		INTERNAL REVENUE SERVICE	FICA	58.09
			Medicare	13.59
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 1/17-2/15/23	1,031.47
		B & H CLEANING	CITY HALL JANITORIAL SERVI	<u>2,136.69</u>
			TOTAL:	6,947.82
Parks	General Fund	ALLIED SERVICES LLC	PARK TRASH SERVICE	94.39
		INTERNAL REVENUE SERVICE	FICA	441.76
			Medicare	103.33
		ICMA	Retirement 401%	38.65
			Retirement 401	427.52
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.23
		AMEREN MISSOURI	LWR DIAMOND LTS 1/9-2/7/23	14.90
			HATCHERY RD SIGN 1/16-2/14	66.13
			CP MAINT BLDG 1/16-2/14/23	108.67
			CP #2 DISPLAY C 1/16-2/14/	11.51
			CP SOCCER FIELDS 1/16-2/14	21.86
			CP #2 DISPLAY D 1/16-2/14/	11.51
			CP BALL FIELDS 1/16-2/14/2	949.56
			CP #2 DISPLAY B 1/16-2/14/	11.51
			CP #2 DISPLAY A 1/16-2/14/	11.51
			HWY 42 BALLPRK LTS 1/9-2/7	22.32
			CP #2 IRRIG PUMP 1/16-2/14	11.51
		THE PITNEY BOWES BANK INC	PARK POSTAGE	<u>50.00</u>
			TOTAL:	2,442.87
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	195.69
			Medicare	45.76
		POWERS ENTERTAINMENT GROUP LLC	ENTRTNMNT EMPLOYEE DINNER	2,500.00
		ICMA	Retirement 401%	7.28
			Retirement 401	189.38
		MARGARITAVILLE LAKE RESORT	EMPLOYEE APPRECIATION DINN	8,451.58
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	50.00
		LAKE OZARK SNAP PHOTOBOOTH	PHOTO BOOTH- EMPLOYEE DINN	<u>595.00</u>
			TOTAL:	12,034.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Overhead	General Fund	XEROX CORPORATION	CITY HALL COPIER LEASE	363.70
		THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	50.00
		MITEL CLOUD SERVICES INC	PH SVC 3/1-3/31/23	<u>2,210.16</u>
			TOTAL:	2,623.86
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,445.72
			Medicare	805.85
		ICMA	Retirement 401%	492.99
			Retirement 401	3,083.69
		XEROX CORPORATION	POLICE COPIER LEASE	206.53
		THE PITNEY BOWES BANK INC	POLICE POSTAGE	<u>200.00</u>
			TOTAL:	8,234.78
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	662.66
			Medicare	154.97
		ICMA	Retirement 401%	68.12
			Retirement 401	510.55
		THE PITNEY BOWES BANK INC	911 CENTER POSTAGE	20.00
		MITEL CLOUD SERVICES INC	PD RECORDING 3/1-3/31/23	<u>231.81</u>
			TOTAL:	1,648.11
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	240.13
			Medicare	56.16
		ICMA	Retirement 401%	38.73
			Retirement 401	<u>232.38</u>
			TOTAL:	567.40
Engineering	General Fund	THE PITNEY BOWES BANK INC	ENGINEERING POSTAGE	<u>75.00</u>
			TOTAL:	75.00
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	161.15
			Medicare	37.69
		ICMA	Retirement 401%	25.99
			Retirement 401	155.95
		AT&T INTERNET/IP SERVICES	GG INTERNET 2/11/23	769.14
			LCF INTERNET 2/11/23	1,243.07
			CH INTERNET 2/19/23	1,670.92
			PARK INTERNET 2/11/23	823.72
		THE PITNEY BOWES BANK INC	IT POSTAGE	<u>75.00</u>
			TOTAL:	4,962.63
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	123.61
			Medicare	28.91
		ICMA	Retirement 401%	19.94
			Retirement 401	119.62
		THE PITNEY BOWES BANK INC	TIF POSTAGE	<u>500.00</u>
			TOTAL:	792.08
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	419.39
			Fed WH	994.09
		INTERNAL REVENUE SERVICE	FICA	782.89
			Medicare	183.09
		ICMA	Retirment 457 &	156.20
			Retirement 457	<u>50.50</u>
			TOTAL:	2,586.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	67.83
		INTERNAL REVENUE SERVICE	FICA	782.89
			Medicare	183.08
		ICMA	Retirement 401%	106.21
			Retirement 401	637.28
		CARD SERVICES 0248	CHAINSAW SHARPENER	170.59
			IRON SWIVELS & LIGHTERS	66.73
			GREASE- ALL EQUIPMENT	119.80
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	68.84
		AMEREN MISSOURI	5757 CHAPEL SVC 1/17-2/15/	224.36
		AMEREN MISSOURI	792 PASSOVER LTS 1/16-2/14	16.81
			1095 MACE RD LTS 1/16-2/14	32.60
			1129 INDUSTRIAL 2/10-2/16/	3.85
			1075 NICHOLS LTS 1/17-2/15	31.73
			872 PASSOVER LTS 1/16-2/14	17.83
			MACE RD RNDABT 1/16-2/14/2	14.84
			680 PASSOVER LTS 1/16-2/14	14.52
		THE PITNEY BOWES BANK INC	TRANSPORTATION POSTAGE	100.00
		B & H CLEANING	PW-TRANS JANITORIAL SERVIC	371.10
		HOME DEPOT CREDIT SERVICES	PAINT & PAINTING SUPPLIES	613.93
			TOTAL:	3,644.82
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	496.68
		INTERNAL REVENUE SERVICE	Fed WH	1,216.11
			FICA	796.14
			Medicare	186.19
		ICMA	Retirment 457 &	285.19
			Retirement 457	138.00
			TOTAL:	3,118.31
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	67.83
		GOEHRI, GEORGE	MAR INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	796.14
			Medicare	186.20
		ICMA	Retirement 401%	128.41
			Retirement 401	770.45
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN & LIEN RELEASE	26.50
		XEROX CORPORATION	WATER COPIER LEASE	68.85
		AMEREN MISSOURI	5757 CHAPEL SVC 1/17-2/15/	224.36
		AMEREN MISSOURI	LK RD 54-29 WELL 1/16-2/14	455.72
			COLUMBIA CLG WELL 1/16-2/1	2,603.29
			COLUMBIA TWR POLE 1/16-2/1	234.80
		THE PITNEY BOWES BANK INC	WATER POSTAGE	200.00
		STOUFER, TOMMIE L	MILEAGE REIMB 2/11-2/17/23	66.81
		B & H CLEANING	PW-WATER JANITORIAL SERVIC	371.10
		WILBER, ZACHARY	MILEAGE REIMB 2/19/23	31.44
		CROOKS, KEVIN	MEAL REIMB MRWA CONF-CROOK	50.00
		SCHILEY, PAUL	MILEAGE REIMB 2/18-2/24/23	82.53
		EHLINGER, THOMAS	MILEAGE REIMB 2/19-2/20/23	34.06
			TOTAL:	6,457.74
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	670.93
		INTERNAL REVENUE SERVICE	Fed WH	1,463.62
			FICA	1,358.85
			Medicare	317.78
		ICMA	Retirment 457 &	128.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	49.50
		OFFICE OF CHILD SUPPORT ENFORCEMENT	Case #931036721	<u>145.20</u>
			TOTAL:	4,134.34
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	67.83
		INTERNAL REVENUE SERVICE	FICA	1,358.85
			Medicare	317.78
		ICMA	Retirement 401%	141.50
			Retirement 401	989.59
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN & LIEN RELEASE	26.50
		CARD SERVICES 0248	HYDRAULIC COUPLINGS-JETTER	49.98
			RETURN HYDRAULIC COUPLINGS	49.98-
		XEROX CORPORATION	SEWER COPIER LEASE	68.85
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,577.02
			1150 HWY KK 1/15-2/13/23	34.59
			1117 OB RD G/P 1/15-2/13/2	13.68
			798 MANOR G/P 1/16-2/14/23	12.65
			4631 WINDSOR G/P 1/16-2/14	14.66
			500 ST MORITZ S/P 1/19-2/1	14.68
			5757 CHAPEL L/S 1/17-2/15/	12.44
			5757 CHAPEL SVC 1/17-2/15/	224.36
			253 W END L/S 1/17-2/15/23	21.78
			696 PASSOVER G/P 1/16-2/14	11.51
			1089 OB RD L/S 1/16-2/14/2	11.88
			1902 PROCTER G/P 1/15-2/13	26.32
			5707 OB PKWY 1/16-2/14/23	12.71
			GRINDER PUMPS & LIFT STATI	3,196.05
			GRINDER PUMPS & LIFT STATI	2,933.54
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	200.00
		B & H CLEANING	PW-SEWER JANITORIAL SERVIC	371.11
		CROOKS, KEVIN	MEAL REIMB MRWA CONF-CROOK	50.00
		MENARDS COMMERCIAL	STRAW	38.40
			SCREWS, HASPS, NUT DRVR SE	24.11
		HOME DEPOT CREDIT SERVICES	PLIERS	38.91
			TOOL KIT	527.57
		PRITCHETT, JOSHUA	MILEAGE REIMB 2/9-2/18/23	65.05
			MEAL REIMB MRWA CONF-PRITC	100.00
		CAMPBELL, FRANK	MILEAGE REIMB 2/24-3/2/23	<u>78.60</u>
			TOTAL:	13,582.52
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	396.00
		INTERNAL REVENUE SERVICE	Fed WH	969.74
			FICA	918.89
			Medicare	214.89
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Loan Repayment	60.66
			Retirment 457 &	129.91
		ONE TIME VENDOR	AMB OVERPMNT	<u>239.71</u>
			TOTAL:	3,220.19
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	918.89
			Medicare	214.89
		ICMA	Retirement 401%	87.14
			Retirement 401	757.91
		AMBULANCE REIMBURSEMENT SYSTEMS INC	FEB AMBULANCE REIMBURSEMEN	1,951.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	<u>75.00</u>
			TOTAL:	4,005.61
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	179.20
		INTERNAL REVENUE SERVICE	Fed WH	261.19
			FICA	347.05
			Medicare	81.16
		ICMA	Retirment 457 &	25.22
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	<u>37.15</u>
			TOTAL:	1,006.36
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	65.79
		INTERNAL REVENUE SERVICE	FICA	347.05
			Medicare	81.16
		ICMA	Retirement 401%	41.68
			Retirement 401	327.69
		DISH NETWORK	SERV 3/1-3/28/23	91.85
		THE PITNEY BOWES BANK INC	LCF POSTAGE	75.00
		B & H CLEANING	GG JANITORIAL SERVICES	<u>219.38</u>
			TOTAL:	1,249.60
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	47.80
		INTERNAL REVENUE SERVICE	Fed WH	240.98
			FICA	236.22
			Medicare	55.24
		ICMA	Retirment 457 &	12.34
			Retirement 457	<u>30.00</u>
			TOTAL:	622.58
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 1/23-2/23/2	37.28
		ALLIED SERVICES LLC	GG TRASH SERVICE	65.80
		INTERNAL REVENUE SERVICE	FICA	236.22
			Medicare	55.24
		ICMA	Retirement 401%	23.31
			Retirement 401	228.59
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERV 2/16-3/15/23	108.19
		THE PITNEY BOWES BANK INC	GG POSTAGE	75.00
		B & H CLEANING	LCF JANITORIAL SERVICES	<u>430.62</u>
			TOTAL:	1,260.25

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

10	General Fund	93,826.40
20	Transportation	6,230.98
30	Water Fund	9,576.05
35	Sewer Fund	17,716.86
40	Ambulance Fund	7,225.80
45	Lee C. Fine Airport Fund	2,255.96
47	Grand Glaize Airport Fund	1,882.83

GRAND TOTAL:		138,714.88
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TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	AMAZON CAPITAL SERVICES INC	WRAPPING PPR-VOLUNTEER DIN	36.46
			WRAPPING PPR-VOLUNTEER DIN	18.79
			WRAPPING PPR-VOLUNTEER DIN	<u>31.59</u>
			TOTAL:	86.84
City Clerk	General Fund	MILLER CO CLERK LAKE SUN LEADER 81525 & 1586450	MUNICIPAL ELECTION COSTS	123.95
			2022 ANNUAL STMTNT TIF/CID/	<u>308.00</u>
			TOTAL:	431.95
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	2023 ANN CONF- BELL & WHIT	350.00
			2023 ACCOUNTING ACDMY-A. W	<u>300.00</u>
			TOTAL:	650.00
City Attorney	General Fund	MO MUNICIPAL LEAGUE	2023/2024 MMAA DUES-BRADBU	<u>55.00</u>
			TOTAL:	55.00
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC CINTAS CORPORATION	OIL CHANGE- BD 2	54.98
			BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	59.44
Building Maintenance	General Fund	BUTLER SUPPLY CO	BULB RECYCLE	29.50
			REPLACEMENT LIGHTS	262.50
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	118.32
		STAPLES BUSINESS ADVANTAGE	PLATES & BATHROOM TOWELS	102.62
			PAPER TOWELS	44.31
		BATHROOM TOWELS	BATHROOM TOWELS	33.98
		GEO SERVICES LLC	6 NEW COMPRESSORS	41,700.00
			HVAC SYSTEM MAINTENANCE	227.76
		REEVES-WIEDEMAN COMPANY	HOSE & FTTGS-SINK MENS BTH	42.08
			5-GAL BOTTLED WATER	7.29
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			MARCH WATER COOLER RENTAL	<u>38.00</u>
			TOTAL:	42,622.90
Parks	General Fund	FORKLIFTS OF CENTRAL MO INC	CONTROLLER REPAIR-BOBCAT	1,267.13
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- E. GREGORY	44.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.60
		AUTOZONE STORES INC	VENTRAC WIRING	39.63
		AMAZON CAPITAL SERVICES INC	FIRST AID KITS	119.97
		BUDROVICH CONTRACTING CO INC	CRANE RENTAL-PARKS CULVERT	15,700.00
		MCCANN CONCRETE PRODUCTS INC	BOX CULVERT- PARKS	<u>110,089.00</u>
			TOTAL:	127,263.83
Human Resources	General Fund	MOPRIMA	MO PRIMA MEMBERSHIP -M. RA	35.00
		LAKE REGIONAL HEALTH SYSTEM	CPR & AED CERTIFICATIONS	576.00
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	<u>35.00</u>
			TOTAL:	646.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PMNT 12/30/2022-3/20	<u>417.66</u>
			TOTAL:	417.66
Police	General Fund	LEON UNIFORM CO INC	UNIFORM ACCESSORIES-VERPLO	1,414.00
			SHIRT,BELT,VEST-CHRISTIANS	560.97
			UNIFORM ACCS-J. CHRISTIANS	1,455.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UNIFORM ACCESSORIES-RINER	411.00
			DUTY BELTS	177.00
			VEST CARRIERS	1,233.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER FLUID	19.47
		HEDRICK MOTIV WERKS LLC	OIL CHNG, TIE ROD END REP-	428.08
			SUNVISOR & CLIP- PD 17	182.48
			ENGINE MOUNT & COOLANT-PD1	367.63
		STAPLES BUSINESS ADVANTAGE	PLANNER & LABEL TAPE	18.53
		MID-MO DRUG TASK FORCE	2023/2024 MID-MO DTF MTCH	<u>2,500.00</u>
			TOTAL:	8,767.16
911 Center	General Fund	ROWLAND A TODD, CAMDEN COUNTY CLERK	NOTARY FEE	3.00
		STAPLES BUSINESS ADVANTAGE	INK STAMPER	19.66
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 3/1-3/31/	<u>4,065.00</u>
			TOTAL:	4,087.66
Information Technology	General Fund	TYLER TECHNOLOGIES INC	MTR READER SPRT 3/2023-2/2	1,275.00
			TIMECLOCK SUPRT 4/2023-3/2	659.01
		FORWARD SLASH TECHNOLOGY LLC	MAR MANAGED SERVICES	5,806.20
			MAR EMAIL PHISHING SEC TRN	375.00
			MAR VULNERABILITY SCAN	499.00
			MAR BARRACUDA EMAIL SEC	<u>1,476.00</u>
			TOTAL:	10,090.21
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	<u>270.00</u>
			TOTAL:	270.00
Transportation	Transportation	MARKS MOBILE GLASS INC	WNDSHLD REP-KUBOTA EXCAVAT	20.30
		FASTENCO INC	BRACKETS- TRKS 63 & 66	87.36
		FASTENAL CO	HOOKS, CHAIN, MARKING TAGS	225.14
		MO ONE CALL SYSTEM INC	LOCATES	69.30
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID- EXCAVATOR	69.99
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	185.27
		CROWN POWER & EQUIPMENT	IDLER REPAIR-SMALL SKID ST	1,001.89
			GLASS KIT-KUBOTA EXCAVATOR	594.96
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS CAB	193.07
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	212.75
			TRANS DEPT FLOOR MATS	10.33
			TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	140.77
			TRANS DEPT FLOOR MATS	10.33
		PARKWAY PLAZA TIRE	TIRE- TRK 62	271.50
		SCOTTS CONCRETE	CONCRETE- PW SHOP	184.16
		J & A TRAFFIC PRODUCTS LLC	200 POSTS & 200 ANCHORS	11,890.00
		DELTA GASES INC	WIRE & SUPPLIES FOR WELDER	79.16
		AMAZON CAPITAL SERVICES INC	SHOE SCRAPER BRUSHES	33.97
			DESK ORGANIZER & WALL CLOC	17.29
			PICTURE FRAMES	18.49
			STEEL CONNECTING LINKS	29.19
			CHAINSAW & CORDLESS DRILL	309.92
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 1/10-2/10/2	365.82
		CROWN POWER & EQUIPMENT	EXCAVATOR BUCKET	1,747.00
			NEW ZERO TURN MOWER	9,879.72
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	215.33
		LINDYSPRING LAKE OF THE OZARKS	PW FEB COOLER RENTAL	10.00
			PW MARCH COOLER RENTAL	10.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NICK'S TRUE VALUE HARDWARE	NOZZLE- STREET SWEEPER	19.99
		GWORKS	PUBWORKS FEE 4/2023-3/2024	<u>1,632.33</u>
			TOTAL:	29,536.43
Water	Water Fund	USABUEBOOK	WATER METER STEEL PROBE	655.18
			WATER METER STEEL PROBE	1,023.46
		FASTENAL CO	HOOKS, CHAIN, MARKING TAGS	225.14
		MO ONE CALL SYSTEM INC	LOCATES	69.30
		SCHULTE SUPPLY INC	WATER METERS	42,949.50
			85 1" WATER METERS	38,181.15
		OZARK READY MIX CO INC	BLOCKS-WINDJAMMER THRUST	40.00
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	185.26
		CROWN POWER & EQUIPMENT	IDLER REPAIR-SMALL SKID ST	1,001.90
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS CAB	193.07
		CORE & MAIN LP	SETTERS	2,205.60
			SETTER & COUPLINGS	783.30
			BAND CLAMPS & VALVES	281.23
			NUT FOR CLOW	287.00
			1" COUPLERS	786.00
			8 INCH SLEEVE	220.01
			8" MEGA LUGS	730.32
			METER BOX & COUPLINGS	359.79
		ULINE	PALLET RACKS	2,863.00
			PALLET RACKS FREIGHT	371.03
			PALLET RACKS	914.28
		CINTAS CORPORATION	WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
		SCOTTS CONCRETE	CONCRETE- PW SHOP	184.17
		AMAZON CAPITAL SERVICES INC	SHOE SCRAPER BRUSHES	33.96
			DESK ORGANIZER & WALL CLOC	17.28
			PICTURE FRAMES	18.49
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	215.33
		LINDYSPRING LAKE OF THE OZARKS	PW FEB COOLER RENTAL	10.00
			PW MARCH COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	CUTTERS & VALVES- WALKERS	104.96
		GWORKS	PUBWORKS FEE 4/2023-3/2024	<u>1,632.33</u>
			TOTAL:	96,833.57
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC	SVC CALL- SANDS	2,394.67
		AMOS SEPTIC SERVICE INC	PUMPOUT @ 455 WALKERS CAY	2,352.00
		FASTENAL CO	HOOKS, CHAIN, MARKING TAGS	225.14
		MO ONE CALL SYSTEM INC	LOCATES	69.30
		MUNICIPAL EQUIPMENT CO	ELECTRICAL PARTS- INVENTOR	18,895.27
			RELAYS	472.45
		O'REILLY AUTOMOTIVE STORES INC	WD-40	9.99
			WIPER FLUID & WIPER BLADES	78.67
		CAMDEN COUNTY FIRE & SAFETY	PW FIRE EXTINGUISHER SVC	185.27
		CROWN POWER & EQUIPMENT	IDLER REPAIR-SMALL SKID ST	1,001.90
		DULLE OVERHEAD DOORS INC	SVC CALL- PUBLIC WORKS CAB	193.07
		JCI INDUSTRIES INC	NEW PUMP	27,850.00
		ALPHAGRAPHS OF OSAGE BEACH	IF FLASHING CALL STICKERS-	4,083.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
		SCOTTS CONCRETE	CONCRETE- PW SHOP	184.17
		AMAZON CAPITAL SERVICES INC	SHOE SCRAPER BRUSHES	33.97
			SCREWDRIVER SETS	41.55
			HARNESS & BRACKET-FALL PRT	230.56
			DESK ORGANIZER & WALL CLOC	17.29
			PICTURE FRAMES	18.49
			CLIMBING HARNESS	359.99
			RELAYS- INVENTORY	669.90
			CONFINED SPACE TRIPOD	2,899.99
		REEVES-WIEDEMAN COMPANY	PARTS FOR REPAIR-CAPE ROYA	21.79
			PRTS FOR REPAIR-TAN TAR A	841.29
			PVC FITTING- PMG	359.90
			TUBING & COUPLING- STATE P	438.89
			PVC, COUPLING, ADPTRS- GAMBL	100.30
			PRTS FOR REPAIR- GAMBLE	40.27
			ADAPTER- TIRE BITERS	243.70
		WALL'S HVAC SERVICE LLC	PW- HVAC MAINTENANCE	215.34
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT @ 455 WALKERS KAY	330.00
		LINDYSPRING LAKE OF THE OZARKS	PW FEB COOLER RENTAL	10.00
			PW MARCH COOLER RENTAL	10.00
		HALLIDAY PRODUCTS INC	HOIST AND SOCKETS	5,307.11
		A-1 RENTAL NORTH	EXCAVATOR RENTAL- G/S T007	332.35
		HELTON ELECTRIC LLC	SVC CALL- 455 WALKERS CAY	450.00
			SVC CALL- HERON BAY L/S	337.50
		SUNSET TIRE AND SERVICE	ROTOR & BRAKE REPAIR- TRK	1,494.34
		GWOKS	PUBWORKS FEE 4/2023-3/2024	<u>1,632.34</u>
			TOTAL:	74,911.14
Ambulance	Ambulance Fund	AIRGAS INC	OXYGEN	250.90
		STAPLES BUSINESS ADVANTAGE	TONER	70.38
		DOUGLAS G WILSON DO PC	FEB MEDICAL DIRECTOR SVC	1,000.00
		QUADMED INC	MEDICAL SUPPLIES	25.90
			MEDICAL SUPPLIES	<u>1,578.00</u>
			TOTAL:	2,925.18
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,545 GAL LCF JET FUEL	25,556.51
			4,085 GAL LCF AV GAS	17,370.30
		CINTAS CORPORATION	LCF UNIFORM RENTAL	<u>8.99</u>
			TOTAL:	42,935.80
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	4,564 GAL GG AV GAS	19,407.12
		CINTAS CORPORATION	GG UNIFORM RENTAL	<u>3.97</u>
			TOTAL:	19,411.09

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

10	General Fund	195,448.65
20	Transportation	29,536.43
30	Water Fund	96,833.57
35	Sewer Fund	74,911.14
40	Ambulance Fund	2,925.18
45	Lee C. Fine Airport Fund	42,935.80
47	Grand Glaize Airport Fund	19,411.09

GRAND TOTAL:		462,001.86
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TOTAL PAGES: 5

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



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

LIQUOR LICENSE APPLICATION

Date of Application: 2/27/23 Date Application Received: _____
Name of Establishment: THE GREGORY FOUR, LLC DBA CHARLIE FOXTROT'S
Physical Address: 5180 OSAGE BEACH PKWY, OSAGE BEACH, MO 65065
Mailing Address: 5180 OSAGE BEACH PKWY, OSAGE BEACH, MO 65065
Applicant Name: BETHANY GREGORY, THE GREGORY FOUR, LLC
(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. ☒	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 Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-08 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System. *Second Reading*

Requested Action:

Second Reading of Bill #23-08

Ordinance Referenced for Action:

Board of Aldermen approval is required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. The User Charge System is adopted by Ordinance by the Board of Aldermen.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-08 is in correct form.

City Administrator Comments:

A Public Hearing was held on March 2, 2023; no public comments. The first reading was read and approved on March 2, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 710 SEWERS AND SEWERAGE SYSTEMS, ARTICLE VII USER CHARGE SYSTEM.

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 710, specifically Section 710.470 Rate Schedule are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the public sewer system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements, and extensions for such public sewer system.

For metered customers, the sewer user charge shall be the monthly minimum sewer rate defined in Subsection (1) below plus the volumetric sewer rate defined in Subsection (2) below.

For non-metered customers, the monthly sewer user charge shall be the flat rate charge defined in Subsection (3) below.

1. *Monthly minimum rate.* The sewer monthly minimum rates for both in-City and out-of-City customers are scheduled as follows:

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$15.64	\$34.01	\$16.11	\$35.03
1 inch	\$21.01	\$46.75	\$21.64	\$48.15
1 1/2 inch	\$26.41	\$59.50	\$27.20	\$61.28
2 inch	\$41.23	\$94.53	\$42.46	\$97.36
3 inch	\$150.34	\$352.51	\$154.85	\$363.08
4 inch	\$190.76	\$448.05	\$196.48	\$461.49
6 inch	\$231.17	\$543.61	\$238.11	\$559.92

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
5/8 inch	\$18.20	\$39.58
1 inch	\$24.45	\$54.41

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
1 1/2 inch	\$30.74	\$69.25
2 inch	\$47.98	\$110.02
3 inch	\$174.98	\$410.28
4 inch	\$222.02	\$521.48
6 inch	\$269.06	\$632.71

2. *Volumetric rate.* For sewer customers on metered water service, the sewer volumetric rate is charged per one thousand (1,000) gallons of metered water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective January 1, 2016	Effective January 1, 2018
Per 1,000 gallons	\$2.16	\$2.23

Effective May 1, 2023

Per 1,000 gallons **\$2.52**

3. *Flat rate.* For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user's defined class(es).

- b. *Flat rate charges.* The monthly flat rate charges for both in-City and out-of-City customers are scheduled as follows:

	Effective January 1, 2016		Effective January 1, 2018	
Class	In-City	Out-Of-City	In-City	Out-Of-City
A	\$28.64	\$45.18	\$29.50	\$46.53
B	\$181.33	\$285.98	\$186.77	\$294.56
C	\$295.04	\$465.28	\$303.89	\$479.23
D	\$634.80	\$1,001.07	\$653.84	\$1,031.10
E	\$1,231.33	\$1,941.83	\$1,268.27	\$2,000.08
F	\$3,438.02	\$5,421.83	\$3,541.16	\$5,584.49
G	\$5,103.14	\$8,047.74	\$5,256.24	\$8,289.17

Effective May 1, 2023

Class	In-City	Out-Of-City
A	\$33.34	\$52.58
B	\$211.05	\$332.85
C	\$343.40	\$541.53
D	\$738.84	\$1,165.14
E	\$1,433.15	\$2,260.09
F	\$4,001.51	\$6,310.47
G	\$5,939.55	\$9,366.76

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective May 1, 2023.

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.08 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.08

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks; Article IV Rates and Charges. *Second Reading*

Requested Action:

Second Reading of Bill #23-09

Ordinance Referenced for Action:

Board of Aldermen approval is required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. The User Charge System is adopted by Ordinance by the Board of Aldermen.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-09 is in correct form.

City Administrator Comments:

A Public Hearing was held on March 2, 2023; no public comments. The first reading was read and approved on March 2, 2023.

**AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING
CHAPTER 705 WATERWORKS; ARTICLE IV RATES AND CHARGES.**

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 705, specifically Section 705.300 Rates and Charges are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use and/or are connected to the public water system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements, and extensions for such water system. The water user charge shall be the monthly minimum rate defined in Subsection (1) below plus the volumetric rate defined in Subsection (2) below.
1. *Monthly minimum rate.* The monthly minimum rate includes 0-1,000 gallons of water consumption and is applicable to all residential, commercial, or industrial users of the City's water system. The monthly minimum rates are scheduled as follows:

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$19.61	\$84.09	\$20.48	\$88.29
1 inch	\$26.99	\$117.27	\$28.24	\$123.13
1 1/2 inch	\$34.36	\$150.44	\$35.98	\$157.97
2 inch	\$54.67	\$241.67	\$57.30	\$253.76
3 inch	\$204.17	\$913.49	\$214.27	\$959.17
4 inch	\$259.53	\$1,162.32	\$272.40	\$1,220.43
6 inch	\$314.90	\$1,411.13	\$330.54	\$1,481.69

Effective May 1, 2023

Meter Size	In-City	Out-Of-City
5/8 inch	\$22.73	\$98.00
1 inch	\$31.35	\$136.67
1 1/2 inch	\$39.94	\$175.35
2 inch	\$63.60	\$281.67
3 inch	\$237.96	\$1,064.68
4 inch	\$302.36	\$1,354.68
6 inch	\$366.90	\$1,644.68

2. *Volumetric rate.* The volumetric rate is charged per one thousand (1,000) gallons of water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective January 1, 2016	Effective January 1, 2018
Per 1,000 gallons	\$1.15	\$1.21

Effective May 1, 2023
Per 1,000 gallons \$1.34

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective May 1, 2023.

READ FIRST TIME: March 2, 2023 READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.09 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.09.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving Asphalt on multiple City streets for an amount not to exceed \$909,934.50. *Second Reading*

Requested Action:

Second Reading of Bill #23-10

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get this work scheduled and completed as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-764207 Asphalt Overlay

FY2023 Budgeted Amount: \$1,080,472

FY2023 Expenditures to Date (02/17/2023): (\$ 0.00)

FY2023 Available: \$1,080,472

FY2023 Requested Amount: \$909,934.50

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City only received one bid and it was from Capital Paving and Construction. We provide two options for contractors bidding on this project. Option one was for the Nova Chip product that has been discussed and option two was for the traditional asphalt product that we have used in the past. Capital Paving's bid was for the Asphalt and not the Nova Chip.

I did speak with a couple of Nova Chip contractors that looked at the project and they

told me that their equipment was too big to fit down some of our narrow lake roads and therefore, they could not be on the project.

Project Budget = \$1,080,472.00
Capital Paving Bid = \$909,934.50

We have used Capital Paving many times in the past for overlay projects with good results. That said the last time we used them was 2019, so I did check their references and found no problems.

This project includes asphalt overlay for Bluff Drive, Sunset Drive, Explorer Court, Leaf Court, Airport Road and Hatchery Road.

This project came in under budget by \$170,537.50.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-10 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 2, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH CAPITAL PAVING ASPHALT FOR THE OVERLAY ON MULTIPLE CITY STREETS FOR AN AMOUNT NOT EXCEED \$909,934.50.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Nine Hundred Nine Thousand, Nine Hundred Thirty-Four Dollars and Fifty Cents. (\$909,934.50)

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

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

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.10 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.10.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach 2023
Pavement Overlay Program

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Capital Paving and Construction LLC** a corporation of the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Osage Beach 2023 Pavement Overlay Program

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Nine Hundred Nine Thousand Nine Hundred Thirty Four Dollars and Fifty Cents (\$909,934.50)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within

Osage Beach 2023
Pavement Overlay Program

Ninety (90) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal
of said corporation by authority of its board of directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid Tabulation
2023 Pavement Overlay Program
Osage Beach Project No. OB23-001
February 14, 2023



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Capital Paving & Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Aggregate Driveway Repair	SF	825	\$ 6.00	\$ 4,950.00	\$ 1.90	\$ 1,567.50
2	Asphalt Driveway Repair (includes milling required)	SF	525	\$ 12.00	\$ 6,300.00	\$ 5.65	\$ 2,966.25
3	Asphalt Pavement (BP-1)(Surface Course) (2") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	550	\$ 100.00	\$ 55,000.00	\$ 119.35	\$ 65,642.50
4	Asphalt Pavement (BP-1)(Leveling Course) (1") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	275	\$ 110.00	\$ 30,250.00	\$ 145.75	\$ 40,081.25
5	Traffic Control (All traffic control other than CMS)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 27,125.00	\$ 27,125.00
6	Changeable Message Sign (CMS) with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,650.00	\$ 7,300.00
7	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 13,000.00	\$ 13,000.00
8	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	69650	\$ 0.40	\$ 27,860.00	\$ 0.25	\$ 17,412.50
9	Pavement Marking - Cross Walk12" - White (Standard Waterborne)	LF	100	\$ 8.00	\$ 800.00	\$ 10.65	\$ 1,065.00
10	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	90	\$ 15.00	\$ 1,350.00	\$ 10.65	\$ 958.50
11	Pavement Milling Allowance(All milling, 3" or less in thickness)	SY	16785	\$ 4.00	\$ 67,140.00	\$ 3.05	\$ 51,194.25
12	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	500	\$ 100.00	\$ 50,000.00	\$ 90.00	\$ 45,000.00
13	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2230	\$ 50.00	\$ 111,500.00	\$ 35.00	\$ 78,050.00
14	Force Account	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
OPT 1	Ultra-Thin Bonded Asphalt Wearing Surface, Type C(Bluff Dr., Sunset Dr. and Hatchery Rd.)	SY	40700	\$ 9.50	\$ 386,650.00	\$ -	\$ -
OPT 2	Asphalt Pavement (BP-1)(Surface Course) (Bluff Dr., Sunset Dr. and Hatchery Rd.)	TON	4579	\$ 90.00	\$ 412,110.00	\$ 113.25	\$ 518,571.75
TOTAL BASE BID OPTION 1					\$ 894,800.00		\$ 391,362.75
TOTAL BASE BID OPTION 2					\$ 920,260.00		\$ 909,934.50

Osage Beach 2023
Pavement Overlay Program

BID FORM

Capital Paving & Construction
1369 Business Park Rd
Linn Creek MO 65052

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

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

(See next page for Itemized Bid Form)

The Contractor must place a bid on Option 1, Option 2 or both Options, **but it is not required** to place a bid for both options. The City may accept either Option 1 or Option 2, whichever is in the best interest of the City. If a Contractor chooses to abstain from submitting a bid for one of the Options, write "NO BID" in its place.

TOTAL BASE BID + OPTION 1

\$ NO BID

IN WRITING: _____

TOTAL BASE BID + OPTION 2

\$ 909,934.⁵⁰

IN WRITING: Nine hundred nine thousand nine hundred thirty four + ⁵⁰/₁₀₀

Osage Beach 2023
Pavement Overlay Program

Each bidder shall specify a unit price for each of the separate items listed in the base bid. It is the bidder's option to specify unit prices for Option 1, Option 2 or both Options, however, at a minimum, the bidder must supply unit prices for at least one of the Options. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

BASE BID

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	3101003	Aggregate Driveway Repair	SF	825	\$1.90	\$1,567.50
2	4011000	Asphalt Driveway Repair (includes milling required)	SF	525	\$5.65	\$2,966.25
3	4011211	Asphalt Pavement (BP-1) (Surface Course) (2") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	550	\$119.35	\$65,642.50
4	4020520	Asphalt Pavement (BP-1) (Levelling Course) (1") (Airport Rd., Explorer Ct., Leaf Ct.)	TON	275	\$145.75	\$40,081.25
5	6161000	Traffic Control (All traffic control other than CMS)	LS	1	\$27,125.00	\$27,125.00
6	6161099	Changeable Message Sign (CMS) with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$3,650.00	\$7,300.00
7	6181000	Mobilization	LS	1	\$13,000.00	\$13,000.00
8	6206000C 6206001C	Pavement Marking - Lane Lines 4" - Yellow or White (Standard Waterborne)	LF	69,650	\$0.25	\$17,412.50
9	6206112A	Pavement Marking - Cross Walk 12" - White (Standard Waterborne)	LF	100	\$10.65	\$1,065.00
10	6206124A	Pavement Marking - Stop Bars 24" - White (Standard Waterborne)	LF	90	\$10.65	\$958.50
11	6221000	Pavement Milling Allowance (All milling, 3" or less in thickness)	SY	16,785	\$3.05	\$51,194.25
12	JSP	Full Depth Pavement Repair (Allowance) (Includes all removals required, asphalt, rock base)	SY	500	\$90.00	\$45,000.00
13	JSP	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2,230	\$35.00	\$78,050.00
14		Force Account	LS	1	\$40,000.00	\$40,000.00
Total Base Bid						\$391,362.75

BID FORM CONTINUED ON NEXT PAGE

Osage Beach 2023
Pavement Overlay Program

Each bidder shall specify a unit price for each of the separate items listed in the base bid. It is the bidder's option to specify unit prices for Option 1, Option 2 or both Options, however, at a minimum, the bidder must supply unit prices for at least one of the Options. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

OPTION 1 - ULTRA-THIN BONDER ASPHALT WEARING SURFACE FOR BLUFF DR. AND SUNSET DR.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
Opt 1	4133200	Ultra-Thin Bonded Asphalt Wearing Surface, Type C (Bluff Dr., Sunset Dr. and Hatchery Rd.)	SY	40,700	NO BID	NO BID
Total Option 1						NO BID
Total Base Bid + Option 1						NO BID

OPTION 2 - ASPHALT OVERLAY FOR BLUFF DR. AND SUNSET DR.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
Opt 2	4011211	Asphalt Pavement (BP-1) (Surface Course) (Bluff Dr., Sunset Dr. and Hatchery Rd.)	TON	4,579	\$113.25	\$518,571.75
Total Option 2						\$518,571.75
Total Base Bid + Option 2						\$909,934.50

Osage Beach 2023
Pavement Overlay Program

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

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

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

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

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

Dated at Linn Creek, MO 9:45 A.M. this 14th day of February, 2023
LICENSE or CERTIFICATE NUMBER, if applicable LC001484132

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No.

Osage Beach 2023
Pavement Overlay Program

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Capital Paving & Const LLC
Name of Corporation

By

Eric Stuckenschneider - Project Manager
Signature & Title

Eric Stuckenschneider
Typed or Printed Name

ATTEST:

Pamela Shadrick
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Pamela Shadrick
Typed or Printed Name

Business Address of Bidder:

Capital Paving & Const LLC
1369 Business Park Rd Linn Creek Mo 65052

Telephone No. 573-317-3700

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Mo

Name and Address of its: President

Elliott E Farmer Jr

221 Bolivar Jefferson City Mo 65101

Secretary

Michael K Farmer

221 Bolivar Jefferson City Mo 65101

Pavement Resurfacing Schedule – all budget estimates are present value

	2021		2022		2023		2024		2025		2026	
Project Description		Cost		Cost		Cost		Cost		Cost		Cost
Arterials:												
Osage Beach Parkway (East)	CF	city crew			CF	city crew			NC	\$727,500		
Barry Prewitt Memorial Dr.	CF	city crew			CF	city crew			NC	\$100,800		
Columbia Blvd	CF	city crew			CF	city crew			NC	\$130,000		
Osage Beach Parkway (West)	CF	city crew			CF	city crew			NC	\$1,188,005		
East Side Streets:												
Mace Road	2B	\$890,509										
Beach Drive			A	\$146,489			CF	city crew			CF	city crew
- Carie Lane			A	\$22,044			CF	city crew			CF	city crew
Bluff Drive			NC	\$211,600			CF	city crew			CF	city crew
Bluff Drive Group			SS	\$99,867			CF	city crew			CF	city crew
Sunset Drive			NC	\$112,000			CF	city crew			CF	city crew
Sunset Drive Side Streets			SS	\$6,533			CF	city crew			CF	city crew
Osage Beach Road Group	CF	city crew			SS	\$96,369			CF	city crew		
Cove Road	CF	city crew			SS	\$18,400			CF	city crew		
Dear Run Group	CF	city crew			SS	\$50,617			CF	city crew		
Harbor Heights Group	CF	city crew			SS	\$51,670			CF	city crew		
Red Bud Road	CF	city crew			SS	\$19,200			CF	city crew		
Hatchery Road	CF	city crew			SS	\$9,333			CF	city crew		
Zebra Road Group			CF	city crew			SS	\$53,573			CF	city crew
Wilson Hollow Cove Group			CF	city crew			SS	\$65,167			CF	city crew
College Blvd Group			CF	city crew			SS	\$52,200			CF	city crew
Passover Road	CF	city crew			CF	city crew					NC	\$273,000
Wilson Drive	CF	city crew			CF	city crew					NC	\$54,000
West Side Streets:												
Airport Road Entrance	A	\$45,000			CF	city crew			CF	city crew		
Industrial Drive	Eng.	\$103,011	ROW	\$50,000	FD	\$1,107,371			CF	city crew		
City Hall Group			CF	city crew			A	\$276,800			CF	city crew
Dude Ranch Road Group			CF	city crew			SS	\$102,833			CF	city crew
Dogwood Lane Group			CF	city crew			SS	\$50,250			CF	city crew
Case Road Group			CF	city crew			SS	\$55,572			CF	city crew
Sycamore Valley Rd. Group			CF	city crew			SS	\$58,458			CF	city crew
Nichols Road Group			CF	city crew			SS	\$115,592			CF	city crew
Lazy Days Group			CF	city crew			SS	\$72,020			CF	city crew
Three Seasons Group			CF	city crew			SS	\$117,253			CF	city crew
Jefferies Road			CF	city crew			CF	city crew			SS	\$25,667
Winn Road Group			CF	city crew			CF	city crew			SS	\$30,800
Forrester Road			CF	city crew			CF	city crew			SS	\$2,767
Murphy Road			CF	city crew			CF	city crew			SS	\$10,000
Malibu Road Group			CF	city crew			CF	city crew			SS	\$35,713
Mariner Circle			CF	city crew			CF	city crew			SS	\$21,533
Parkside Village Group			CF	city crew			CF	city crew			SS	\$15,067
Airport Road Group			CF	city crew			CF	city crew			SS	\$55,707
KK Drive Group			CF	city crew			CF	city crew			SS	\$31,017
Burton Duenke Group			CF	city crew			CF	city crew				
Totals		\$1,038,520		\$655,067		\$1,352,960		\$1,019,718		\$2,146,305		\$555,270

A - Mill/Overlay; CF - Street Dept. Crack Filling; STP - Federal Aid; NC - Nova Chip; SS - Slurry Seal; FD - Full Depth Pavement Replacement

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the 2023 Pavement Sealing Program in an amount not to exceed \$285,767.21. *Second Reading*

Requested Action:

Second Reading of Bill #23-11

Ordinance Referenced for Action:

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

Deadline for Action:

Yes -We would like to get the contractor start as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-764206 Seal

FY2023 Budgeted Amount: \$177,335.00

FY2023 Expenditures to Date (02/21/2023): (\$ 0.00)

FY2023 Available: \$177,335.00

FY2023 Requested Amount: \$285,767.21

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City received two bids for these services and the bid tab is attached. The low bidder is Vance Brothers Inc.

This is the company that we used for pavement sealing in 2020. I did check their references and found no problems.

Budget = \$177,335.00

Vance Brothers Bid =\$285,767.21

The roads included in this project are the Bluff Drive Group and the Sunset Drive Side Streets. A complete list of the roads is attached.

This project is over budget by \$108,432.21 and I would like to use savings from the 2023 Asphalt Overlay Program (\$170,538) to offset this overage.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-11 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 2, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH VANCE BROTHERS FOR THE 2023 PAVEMENT SEALING PROGRAM FOR AN AMOUNT NOT EXCEED \$285,767.21.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Eighty-Five Thousand, Seven Hundred Sixty-Seven Dollars and Twenty-one Cents. (\$285,767.21)

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

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

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.11 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.11.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach 2023
Pavement Sealing Program

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Vance Brothers, INC.** a corporation of the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Osage Beach 2023 Pavement Sealing Program

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two Hundred Eighty Five Thousand Seven Hundred Sixty Seven Dollars and Twenty One Cents (\$285,767.21)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within

Osage Beach 2023
Pavement Sealing Program

Forty-Five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal
of said corporation by authority of its board of directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid Tabulation
2023 Pavement Sealing Program
Osage Beach Project No. OB23-003
February 14, 2023



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Pavement Management	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,250.00	\$ 9,250.00
2	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 27,125.00	\$ 27,125.00
3	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	29985	\$ 0.40	\$ 11,994.00	\$ 0.75	\$ 22,488.75
4	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	139	\$ 10.00	\$ 1,390.00	\$ 12.50	\$ 1,737.50
5	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36915	\$ 5.00	\$ 184,575.00	\$ 5.65	\$ 208,569.75
6	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	50	\$ 100.00	\$ 5,000.00	\$ 393.75	\$ 19,687.50
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1846	\$ 50.00	\$ 92,300.00	\$ 68.00	\$ 125,528.00
8	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9							\$ -
10							\$ -
11							\$ -
12							\$ -
13							\$ -
14							\$ -
15							\$ -
16							\$ -
17							\$ -
18							\$ -
19							\$ -
20							\$ -
21							\$ -
22							\$ -
23							\$ -
24							\$ -
25							\$ -
26							\$ -
27							\$ -
TOTAL BASE BID					\$ 320,259.00		\$ 424,386.50

Bid Tabulation
2023 Pavement Sealing Program
Osage Beach Project No. OB23-003
February 14, 2023

Page 1

Item	Description	Unit	Quantity	Vance Brothers	
				Unit Price (\$)	Total Cost (\$)
1	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
2	Mobilization	LS	1	\$ 19,250.00	\$ 19,250.00
3	Pavement Marking - Lane Lines4" - Yellow or White (Standard Waterborne)	LF	29985	\$ 0.38	\$ 11,394.30
4	Pavement Marking - Stop Bars24" - White (Standard Waterborne)	LF	139	\$ 9.45	\$ 1,313.55
5	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36915	\$ 3.20	\$ 118,128.00
6	Full Depth Pavement Repair (Allowance)(Includes all removals required, asphalt, rock base)	SY	50	\$ 340.20	\$ 17,010.00
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1846	\$ 56.16	\$ 103,671.36
8	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -
25					\$ -
26					\$ -
27					\$ -
TOTAL BASE BID					\$ 285,767.21

Osage Beach 2023
Pavement Sealing Program

BID FORM

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

Gentlemen:

Vance Brothers
PO Box 300107
Kansas City MO 64130

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

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

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

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

No. <u>None</u>	Dated _____
No. _____	Dated _____

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

(See next page for Itemized Bid Form)

TOTAL BASE BID

\$ 285,767.21

IN WRITING: Two hundred eighty-five thousand seven hundred sixty-seven dollars and twenty-one cents.

Osage Beach 2023
Pavement Sealing Program

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	6161000	Traffic Control	LS	1	5,000.00	5,000.00
2	6181000	Mobilization	LS	1	19,250.00	19,250.00
3	6206000C 6206001C	Pavement Marking - Lane Lines 4" - Yellow or White (Standard Waterborne)	LF	29,985	0.38	11,394.30
4	6206124A	Pavement Marking - Stop Bars 24" - White (Standard Waterborne)	LF	139	9.45	1,313.55
5	JSP	Emulsified Asphalt Slurry Seal Surface Treatment	SY	36,915	3.20	118,128.00
6	JSP	Full Depth Pavement Repair (Allowance) (Includes all removals required, asphalt, rock base)	SY	50	340.20	17,010.00
7	JSP	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	1,846	56.16	103,671.36
8		Force Account	LS	1	\$10,000.00	10,000.00
Total Base Bid						285,767.21

Osage Beach 2023
Pavement Sealing Program

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

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

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

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

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

Dated at Kansas City, MO this 14th day of February, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable 02970

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Osage Beach 2023
Pavement Sealing Program

.....

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....

IF A CORPORATION:

Vance Brothers, Inc.

Name of Corporation

By

R. Vance

Sr. Vice President

Signature & Title

Robert A. Vance

Typed or Printed Name

ATTEST:

Arthur Sewell

Secretary or Assistant Secretary Signature

Arthur Sewell

Typed or Printed Name

(CORPORATE SEAL)

VANCE BROTHERS INC
CORPORATE SEAL
MISSOURI

VANCE BROTHERS INC (816) 923-4325

Business Address of Bidder:

5201 Brighton Ave

Kansas City, MO 64130

Telephone No. 816-923-4325

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Tim Vance

5201 Brighton Ave, Kansas City, MO 64130

Secretary

Robert A. Vance

5201 Brighton Ave., Kansas City, MO 64130

Osage Beach 2023
Pavement Sealing Program

DESCRIPTION OF WORK

This project consists of performing preparatory work, traffic control, and installation of an Emulsified Asphalt Slurry Seal or Friction Seal Surface Treatment for the designated portions of existing streets within the City of Osage Beach. Work shall include any other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

The city reserves the right to add or delete portions of the work to meet budgetary requirements.

All work shall be performed under a single contract. The work will be performed on portions of the following streets:

Street	Emulsified Asphalt Slurry Seal Surface Treatment (SY)
Pogue Hollow Circle	4522
Huff and Puff Lane	5778
Gwen Lane	1167
Cedar Village Road	3400
Castle Court	1778
Hamrock Lane	4889
Ski Drive	3422
Gerrard Lane	1667
Bondard Lane	3967
Ash Lane	2700
Sunset Drive	1448
Dorothy Lane	489
Rock Lane	1689

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. for the 2023 Drainage Improvement Project for an amount not to exceed \$109,765.00. *Second Reading*

Requested Action:

Second Reading of Bill #23-12

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - This work needs to be done prior to Hatchery road being overlayed.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Streets/Roads
FY2023 Budgeted Amount: \$1,362,745.00
FY2023 Expenditures to Date (02/22/2023): (\$ 0.00)
FY2023 Available: \$1,362,745.00

FY2023 Requested Amount: \$109,765.00

Department Comments and Recommendation:

This project was advertised in Mid-January and the bid opening was on February 14. The City received 5 bids and the bid tab is enclosed.

Stockman Construction was the lower bidder. Stockman Construction just recently completed Industrial Road for us and the City has a good working relationship with this contractor. This project consists of drainage improvements along Hatchery Road under the Highway 54 overpass and near the entrance to City Park.

Budget = \$238,750.00
Stockmans Bid = \$109,765.00

This project is under budget by \$128,985.00

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-12 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 2, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH STOCKMAN CONSTRUCTION CORP. FOR THE 2023 DRAINAGE IMPROVEMENT PROGRAM FOR AN AMOUNT NOT EXCEED \$109,765.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Nine Thousand, Seven Hundred Sixty-Five Dollars. (\$109,765.00)

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

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

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.12 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.12.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**Bid Tabulation
2023 Drainage Improvements
Osage Beach Project No. OB23-002
February 14, 2023**



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Stockman		Rhad A Baker Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Clearing and Grubbing	AC	0.1	\$ 80,000.00	\$ 8,000.00	\$ 15,000.00	\$ 1,500.00	\$ 100,000.00	\$ 10,000.00
2	Earthwork	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
3	24" Polypropylene Storm Sewer	LF	440	\$ 200.00	\$ 88,000.00	\$ 88.00	\$ 38,720.00	\$ 90.00	\$ 39,600.00
4	24" Concrete Flared End Section	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00
5	48" Diameter Concrete Manhole	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 5,500.00	\$ 5,500.00
6	Curb Inlet - Osage Beach Standard	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 4,000.00	\$ 12,000.00	\$ 3,500.00	\$ 10,500.00
7	Concrete Vertical Curb, 6"	LF	225	\$ 60.00	\$ 13,500.00	\$ 61.00	\$ 13,725.00	\$ 40.00	\$ 9,000.00
8	MoDOT Light Stone Revetment	SF	180	\$ 35.00	\$ 6,300.00	\$ 9.00	\$ 1,620.00	\$ 15.00	\$ 2,700.00
9	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00
10	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00
11	Seeding - Cool Season Mixture	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
12	Modular Block Retaining Wall	SF	140	\$ 60.00	\$ 8,400.00	\$ 45.00	\$ 6,300.00	\$ 55.00	\$ 7,700.00
13	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14							\$ -		\$ -
15							\$ -		\$ -
16							\$ -		\$ -
17							\$ -		\$ -
18							\$ -		\$ -
19							\$ -		\$ -
20							\$ -		\$ -
21							\$ -		\$ -
22							\$ -		\$ -
23							\$ -		\$ -
24							\$ -		\$ -
25							\$ -		\$ -
26							\$ -		\$ -
27							\$ -		\$ -
TOTAL BASE BID					\$ 220,200.00		\$ 109,765.00		\$ 130,300.00

**Bid Tabulation
2023 Drainage Improvements
Osage Beach Project No. OB23-002
February 14, 2023**



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Page 2

Item	Description	Unit	Quantity	Don Schneider Excavating		B & P Patterson		Hessling Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Clearing and Grubbing	AC	0.1	\$ 94,000.00	\$ 9,400.00	\$ 200,000.00	\$ 20,000.00	\$ 87,034.00	\$ 8,703.40
2	Earthwork	LS	1	\$ 20,800.00	\$ 20,800.00	\$ 61,000.00	\$ 61,000.00	\$ 7,409.75	\$ 7,409.75
3	24" Polypropylene Storm Sewer	LF	440	\$ 82.00	\$ 36,080.00	\$ 90.00	\$ 39,600.00	\$ 92.05	\$ 40,502.00
4	24" Concrete Flared End Section	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 700.00	\$ 700.00	\$ 3,859.24	\$ 3,859.24
5	48" Diameter Concrete Manhole	EA	1	\$ 4,330.00	\$ 4,330.00	\$ 6,500.00	\$ 6,500.00	\$ 6,844.87	\$ 6,844.87
6	Curb Inlet - Osage Beach Standard	EA	3	\$ 6,457.00	\$ 19,371.00	\$ 5,400.00	\$ 16,200.00	\$ 6,673.04	\$ 20,019.12
7	Concrete Vertical Curb, 6"	LF	225	\$ 52.00	\$ 11,700.00	\$ 75.00	\$ 16,875.00	\$ 68.77	\$ 15,473.25
8	MoDOT Light Stone Revetment	SF	180	\$ 11.00	\$ 1,980.00	\$ 10.00	\$ 1,800.00	\$ 27.70	\$ 4,986.00
9	Traffic Control	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 3,000.00	\$ 3,000.00	\$ 8,337.60	\$ 8,337.60
10	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,529.30	\$ 15,529.30
11	Seeding - Cool Season Mixture	LS	1	\$ 4,250.00	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 9,347.68	\$ 9,347.68
12	Modular Block Retaining Wall	SF	140	\$ 60.00	\$ 8,400.00	\$ 55.00	\$ 7,700.00	\$ 248.28	\$ 34,759.20
13	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14					\$ -		\$ -		\$ -
15					\$ -		\$ -		\$ -
16					\$ -		\$ -		\$ -
17					\$ -		\$ -		\$ -
18					\$ -		\$ -		\$ -
19					\$ -		\$ -		\$ -
20					\$ -		\$ -		\$ -
21					\$ -		\$ -		\$ -
22					\$ -		\$ -		\$ -
23					\$ -		\$ -		\$ -
24					\$ -		\$ -		\$ -
25					\$ -		\$ -		\$ -
26					\$ -		\$ -		\$ -
27					\$ -		\$ -		\$ -
TOTAL BASE BID					\$ 149,411.00		\$ 208,375.00		\$ 185,771.41

Osage Beach 2023
Drainage Improvements

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Stockman Construction Corp.** a corporation of the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Osage Beach 2023 Drainage Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Hundred Nine Thousand Seven Hundred Sixty Five Dollars and Zero Cents (\$109765.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within

Osage Beach 2023
Drainage Improvements

Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Osage Beach 2023
Drainage Improvements

BID F

Stockman Construction
2021 Idlewood Rd
Jefferson City MO 65109

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

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

(See next page for Itemized Bid Form)

TOTAL BASE BID

\$ 109,765.-

IN WRITING: one hundred nine thousand seven hundred sixty five and no/100ths

Osage Beach 2023
Drainage Improvements

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

BASE BID

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	2013000	Clearing and Grubbing	AC	0.1	15000.-	1500.-
2	2038000	Earthwork	LS	1	12000.-	12000.-
3	7261024	24" Polypropylene Storm Sewer	LF	440	88.-	38720.-
4	7320624A	24" Concrete Flared End Section	EA	1	2000.-	2000.-
5	6143000	48" Diameter Concrete Manhole	EA	1	4200.-	4200.-
6	6143020	Curb Inlet - Osage Beach Standard	EA	3	4000.-	12000.-
7	6091012	Concrete Vertical Curb, 6"	LF	225	61.-	13725.-
8	6115010A	MoDOT Light Stone Revetment	SF	180	9.-	1620.-
9	6161000	Traffic Control	LS	1	1700.-	1700.-
10	6181000	Mobilization	LS	1	4000.-	4000.-
11	8051000A	Seeding - Cool Season Mixture	LS	1	2000.-	2000.-
12	JSP	Modular Block Retaining Wall	SF	140	45.-	6300.-
13		Force Account	LS	1	\$10,000.00	10000.-
					Total Base Bid	109,265.-

Osage Beach 2023
Drainage Improvements

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

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

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

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

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

Dated at 9: Am this 14 day of 2, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable CC0649539

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No.

Osage Beach 2023
Drainage Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Stockman Construction Corp.

Name of Corporation

By

Denice M. Burks President

Signature & Title

Denice M. Burks

Typed or Printed Name

ATTEST:

Darrell A. Kolb

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Darrell A. Kolb

Typed or Printed Name

Business Address of Bidder: _____

STOCKMAN CONST. CORP.

2021 IDLEWOOD RD.

JEFFERSON CITY, MO 65109

Telephone No.

573 635 1316

If Bidder is a Corporation, supply the following information:

State in which Incorporated: MO

Name and Address of its: President

Denice M. Burks

6722 Kolb Ln JC MO 65101

Secretary

Darrell A. Kolb

6616 Kolb Ln JC MO 65101

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Engineering Surveys & Services for Engineering Design and Construction Services related to the Hwy 42 Sidewalk Improvement Project for an amount not to exceed \$150,589.00. *Second Reading*

Requested Action:

Second Reading of Bill #23-13

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 timeline for this project has already been pushed back because of engineering neogiatiaions, so we would like to get this started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Streets/Roads
FY2023 Budgeted Amount: \$1,362,745.00
FY2023 Expenditures to Date (02/17/23): (\$ 0.00)
FY2023 Available: \$1,362,745.00

FY2023 Requested Amount: \$150,089.00

Department Comments and Recommendation:

These services were advertised in November of 2022 and Requests for Qualifications proposals were opened in December of 2022. The City received 5 proposals. Jeana and I scored them and I began negotiating with our top candidate immediately. Those negotiations took way longer than we anticipated, but we were finally able to reach an agreement with ES&S. ES&S was our second highest scored firm.

The City has never worked with this engineering firm before, but they are listed on MoDOT's on-call engineer list and I checked their references and found no problems. This was a challenging process because the engineering services required here do not match up with the original budget provided and approved by the board.

This sidewalk (0.85 miles in length) will have to cross a creek and the engineers will have to deal with a steep embankment right above Field 2 at Peanick Park and so much of the cost overage here is related to those challenges. Additionally, in the interest of safety for the children that will use this sidewalk, more safety measures are being put in place than you would normally see because this sidewalk will be adjacent to a highway instead of a city street.

Budget = 707,488.00 (\$100,000 is for engineering and the rest is for construction)
ES&S Engineering Cost = \$150,089.00

The City was awarded a TAP Grant for this project and the board approved the grant agreement with MoDOT last September that will pay us \$398,790.00 of the total cost of this project. The engineering services for this project are over budget by \$50,089.00, but because negotiations for this project took so long, it is no longer possible to do both engineering and construction all in 2023. Our goal is to have plans ready for bid by winter 2023 and then have a contractor in place to begin the work in the spring of 2024.

With construction no longer possible in 2023, a budget amendment is not necessary. Instead, the construction portion will be reestimated by ES&S when the design is complete later this year and we will budget accordingly for construction in 2024.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-13 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 2, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENGINEERING SURVEYS & SERVICES ENGINEERING FOR DESIGN AND CONSTRUCTION SERVICES FOR THE HIGHWAY 42 SIDEWALK IMPROVEMENT PROJECT FOR AN AMOUNT NOT EXCEED \$150,589.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Fifty Thousand, Five Hundred Eighty-Nine Dollars. (\$150,589.00)

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

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

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.13 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.13.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

SPONSOR: City of Osage Beach, Mo
LOCATION: City of Osage Beach, Miller County, Highway 42
PROJECT: Construct ADA Sidewalk between Columbia Ave and School of the Osage Dr.

THIS CONTRACT is between the City of Osage Beach, Missouri, hereinafter referred to as the "Local Agency", and Engineering Surveys & Services, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to improve Highway 42 by means of an ADA Sidewalk and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A for the Scope of Service specific to this project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
---	---------------------------	--	---	--

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on January 1, 2024
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current

version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$10,650, with a ceiling established for said design services in the amount of \$70,862, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of 10,000, with a ceiling established for said inspection services in the amount of \$79,727, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 45.18 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 111.26 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: **Not Applicable**

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of March, 2023.

Executed by the City this _____ day of March, 2023.

FOR: CITY OF OSAGE BEACH, MISSOURI
1000 City Parkway
Osage Beach, MO 65056

BY: _____
MAYOR OF OSAGE BEACH

ATTEST: _____
Clerk

FOR: ENGINEERING SURVEYS & SERVICES, INC.
802 EL DORADO
JEFFERSON CITY, MO. 65101

BY: _____
PRESIDENT

ATTEST: _____

ATTACHMENT A

Scope of Services

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

Project Description

The project is general described as ADA compliant sidewalks along Highway 42 from Columbia Avenue to the School of the Osage Drive. The project purpose is to create a connection from the residential neighborhoods along Columbia Avenue to the School of the Osage Middle and Upper Elementary School as well as the High School, improving pedestrian safety through coordination with MoDOT, the City of Osage Beach and School of the Osage School District.

Scope of Work

The professional services will consist of engineering and design services including survey, pavement (shoulder) and ADA analysis; engineering analysis; plans, specifications and cost estimate, as well as other related studies and reports required for approval and permitting of the project. The construction documents shall be complete and fully integrated to allow for construction bidding in accordance with the MoDOT requirements. Engineering and design support services for bidding, construction and post-construction, are also proposed. A complete description of the Scope of Work and proposed deliverables is outlined below.

1. Preliminary Engineering

- 1.1. Review of existing information
 - 1.1.1. City-supplied data (see Section 7.1)
- 1.2. Assessment of Highway 42
 - 1.2.1. Existing Shoulder width and condition
 - 1.2.2. Existing drainage analysis
- 1.3. ADA Assessment
 - 1.3.1. Access across existing entrances.
 - 1.3.2. Existing access across cross roadways.
- 1.4. Meetings: Preliminary Design Phase
 - 1.4.1. Project Kickoff
 - 1.4.1.1. City of Osage Beach
 - 1.4.2. Existing utility providers
- 1.5. Submittals: Preliminary Engineering Phase
 - 1.5.1. Preliminary Design
 - 1.5.1.1. Preliminary plans
 - 1.5.1.2. Engineer's Opinion of Probable Construction Cost
 - 1.5.1.3. List of control points
 - 1.5.2. Permit Applications

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

1.5.2.1. Stormwater

1.5.3. Clearance Letters

1.5.3.1. MoDOT Request for Environmental Review

2. Stakeholder Management

2.1. Project- and/or Corridor-Specific Outreach (One meeting)

3. Design Support Services

3.1. Project Survey

3.1.1. Research of existing survey deeds and horizontal and vertical control points.

3.1.2. Locate MDNR monuments on project for horizontal and vertical control.

3.1.3. Recover and Locate Section Corners for project control and boundary surveys.

3.1.4. Set Project Horizontal and Vertical Control/Bench Marks.

3.1.5. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys.

3.1.6. Field locate and survey existing property corners.

3.1.7. Develop project property base map from information obtained in 3.1.1 to 3.2.1

3.1.8. Survey the proposed improvements at critical locations after preliminary design phase meeting

3.1.9. All utilities marked by the Missouri One Call system will be shown on the survey

3.1.10. Easement descriptions and display drawings

3.1.10.1. Legal descriptions for all necessary easements (permanent sewer, temporary construction, temporary access etc.)

3.1.11. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.

3.1.12. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not include locating private lines not marked by One-Call.

3.1.13. Develop project topographic base map from information obtained in 3.1.11 to 3.1.12.

3.2. Utility Coordination

3.2.1. Conflicts with existing utilities

4. Final Design

4.1. Evaluate possible pavement sections

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

- 4.2. Generate Plans Specifications and Cost Estimate as required for MoDOT LPA
- 4.3. Generate SWPPP and Temporary Traffic Control
- 4.4. Meetings
 - 4.4.1.1. 50% Review Meeting
 - 4.4.1.2. 90% review meeting
- 4.5. Submittals
 - 4.5.1. Construction Plans
 - 4.5.2. Bidding Documents

5. Bid Phase Services

- 5.1. Pre-bid meeting
- 5.2. Responses to bidder's inquiries
- 5.3. Preparation of addenda
- 5.4. Evaluation of bids and bidder qualifications
- 5.5. Construction-support services – includes review and appropriate action upon contractor submittals, shop drawings, proposed alternative products/materials for the purpose of checking conformance with contract documents.

6. Construction Phase Services

- 6.1. The scope of work for this project shall include construction observation and quality assurance testing. This shall include part- or full-time observation of construction activities and review of monthly estimates to ensure that the Contractor's work is in accordance with the contract documents.
 - 6.1.1. Construction materials testing
 - 6.1.2. Construction observations and maintenance of field diary
 - 6.1.3. Evaluation of pay estimates
 - 6.1.4. Evaluation of requests for information and change orders
 - 6.1.5. Provide As-Built plans

7. Owner Supplied Information

- 7.1. City of Osage Beach
 - 7.1.1. Existing plans and right-of-way for Business 50 West
 - 7.1.2. Available aerial mapping, contours, and sewer locations and plans from either City or County records

City of Osage Beach ADA Sidewalk [9901(529)]– Scope of Work

City of Osage Beach, Missouri

- 7.1.3. City standard technical specifications, general conditions/front end contract documents if different than MoDOT LPA documents
- 7.1.4. System maintenance records
- 7.1.5. Maintenance Records
- 7.1.6. Design criteria, if different than MoDOT LPA
- 7.1.7. Standard easement form
- 7.1.8. Title search if needed
 - 7.1.8.1.1. Property owner research information for each property
- 7.1.9. Existing subdivision plats, street plans, and Highway plans
- 7.1.10. Any additional requirements above MoDOT LPA requirements
- 7.1.11. Assistance with School District and City Park discussions

ATTACHMENT B
ESTIMATE OF COST

Design Phase

Payroll overhead	45.18% X Subtotal	\$ 28,252	\$ 12,764
General & Admin	111.26% X Subtotal	\$ 28,252	\$ 31,433
Fixed Fee			\$ 10,650
Total Labor, Overhead & Fixed Fee			\$ 65,856

Subcontract Pass-Through	Hours	Rate	Cost
			\$ -
Subtotal Direct Costs			<u>\$ 5,005</u>
Design Total			<u>\$ 70,862</u>

Attachment B
Estimate of Cost - TAP 9901 (529)

Construction Phase				Hours	Rate	Cost
		Partner		16	\$ 67.30	\$ 1,077
		Engineer II		20	\$ 67.30	\$ 1,346
		Engineer I		72	\$ 46.75	\$ 3,366
		Sr Tech		120	\$ 37.00	\$ 4,440
		Sr Fld Tech		200	\$ 31.00	\$ 6,200
		Technician		150	\$ 21.60	\$ 3,240
					<u>Subtotal</u>	<u>\$ 19,669</u>
Payroll overhead	45.18% X Subtotal			\$ 19,669		\$ 8,886
General & Admin	111.26% X Subtotal			\$ 19,669		\$ 21,884
Fixed Fee						\$ 10,000
Total Labor, Overhead & Fixed Fee						<u>\$ 60,439</u>
Other Direct Costs	136	Trips	110	Miles	\$ 0.655 Rate	\$ 9,799
		Materials Lab Tests				\$ 9,490
Subtotal Direct Costs						<u>\$ 19,289</u>
Construction Phase Services Total						<u><u>\$ 79,727</u></u>

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E

Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15

Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant):

Project Owner (LPA):

Project Name:

Project Number:

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐

No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA

☐

Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



November 25, 2022

Mr. Mike Welty, Asst. City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

**RE: Letter of Interest - Professional Engineering Services for
MO ROUTE 42 SIDEWALK ADDITION**
Columbia Avenue to School of the Osage Drive
Osage Beach, Missouri | TAP Project No.: 9901(529)

Dear Mr. Welty & Selection Committee:

As a professional services firm that has served central Missouri clients for nearly seven decades, *Engineering Surveys & Services* (ES&S) is pleased to express our interest to provide engineering design for the addition of ADA-compliant pedestrian facilities along MO Route 42, and the addition of an ADA-compliant crosswalk at the Ellsworth Drive intersection. We have assembled a team that will offer value to the City of Beach in the following ways:

- A design team that has recently delivered similar projects with many of the same features, relevant experience of our team in managing agency coordination with MoDOT, and assisting as requested to facilitate the *Local Public Agency* (LPA) process;
- Recent work on projects in Osage Beach involving coordination with the City and MoDOT, including design-support services for new sidewalk on Osage Beach Parkway;
- Strong mid-Missouri history, which allows the ES&S Team to offer familiarity with the area contracting community to enhance the climate for competitive bids from local contractors, and proximity, to be quite responsive to project needs.

The submittal that follows is a *Letter of Interest* (LOI) which offers a description of our team, the key people committed to deliver your project, and a brief summary of recent experience relevant to the desired improvements to improve mobility and accessibility along the corridor.

We will draw on our experienced, integrated project delivery team to provide a successful project outcome. As Project Manager, I will serve as the primary point of contact for initial negotiations of scope of services, administer the contract, assign resources, monitor progress of design activities, and take a "hands-on" role in design decisions and the development of project deliverables. Additional documentation of the firm's *E-Verify* compliance, as well as industry-standard insurance coverage for general and professional liability, will be provided upon request. Should you have questions regarding this LOI, please don't hesitate to contact me.

Best regards,

Christopher W. Yarnell, PE - Project Manager
cyarnell@ess-inc.com

GENERAL EXPERIENCE OF FIRM

ES&S has delivered solutions for the built-environment of mid-Missouri since its founding in 1954, serving both public agencies and the private sector. Today, ES&S offers civil engineering for the planning and design of civil infrastructure in the transportation and water industries; site preparation for vertical construction; full-service land surveying including 3D scanning and unmanned aircraft systems (UAS) data collection, geotechnical engineering, materials testing, and construction observation services.

EXPERIENCE & TECHNICAL COMPETENCE

ES&S has provided survey and engineering design services for many years in compliance with MoDOT's *Engineering Policy Guide* for local public agencies (LPAs), quasi-governmental agencies (TDDs, CIDs, etc.), and directly for MoDOT Central District. We have a history of delivering high-quality, constructible, preliminary and final design plans for a variety of

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



transportation system improvements for our clients. We believe that ES&S' primary focus on the planning, design, and construction-support of civil-municipal infrastructure and site development projects provides value to our clients to deliver such assignments in a comprehensive, efficient, and cost-effective manner.

CAPACITY & CAPABILITY

ES&S is a mid-sized, central Missouri business enterprise and, as such, prides itself in being accessible to our clients both large and small, working hard to be both available and responsive when our clients need us. Though not large in number (a staff of approximately fifty firmwide), the relatively narrow focus on our core services offers a surprising depth of civil engineering, design-support, and construction-support capacity. In total, ES&S employees 15 engineers, most licensed professionals; three professional land surveyors, and one registered geologist. In addition, we have a broad range of engineering, surveying and construction technicians that provide design drafting, allow us to stand-up multiple survey crews, and materials testing/field observation capabilities and capacity to serve clients on a variety of design and construction assignments.

QUALIFICATIONS OF PERSONNEL ASSIGNED

We propose **Chris Yarnell, PE**, as Project Manager for this assignment. Joining ES&S in 2013, Chris offers the City a unique combination of past regional experience in the public sector (Public Works Director – Cole County) and as a construction contractor (Jefferson Asphalt). Chris has managed a variety of civil infrastructure projects that reflect his abilities and familiarity with elements outlined in the City's RFQ, for example:



- **Business Route 50 West Improvements - City of St. Martins (2020):** Upgrade to 1-mile corridor through St. Martins; resurfacing, bike/ped accessibility and various ADA-compliance upgrades; new crosswalk & rectangular rapid-flashing beacon (RRFB) at the school adjacent to the corridor.
- **Trail Connection Project, Phase I - City of Holts Summit (2015):** 4000-LF of mixed-use, ADA-compliant trail (concrete & compacted aggregate).
- **Crossroads Subdivision Street & Storm Drainage Improvements - Cole County, MO (2018):** Upgrades to an undersized storm drainage system and 1.6-miles of street drainage and geometric upgrades.



Ross Epple, EI, will assist Chris as a project engineer. Ross joined ES&S in 2019 and has gained experience across the spectrum of site design assignments, starting with planning the layout of facilities and infrastructure for multifamily housing and commercial developments. Tasks included grading and drainage plans, access drive and roadway extension design, planning and design of parking facilities, coordination and design of utility extensions, navigating local & state permitting requirements, and development of cost opinions. Ross has also been introduced to the oversight of subsurface investigations and report preparation to support site design of new facilities, and the quality assurance activities during construction. Most relevant is Ross' role as project engineer assisting Chris with the *Business Route 50 West Improvements* project in St. Martins.

Construction-support services required as part of our assigned responsibilities for this project will be managed by **Josh Lehmen, PE**. Josh oversees the firm's geotechnical engineering practice. His group is also responsible for quality assurance services relative to construction materials, mix design and pavement management consulting, onsite observation of mass grading operations, and quality management services for field observation and documentation of construction.



PROXIMITY & FAMILIARITY

As noted above, proposed Project Manager Chris Yarnell, has been intimately involved in transportation planning and design in the region for decades. He and the members of the ES&S Team completed similar ADA-compliant pedestrian improvements for the City of Holts Summit for the *Hibernia Station/Greenway Park Trail Connection*, a 4000-LF sidewalk/trail connector which ran several hundred feet the Summit Drive (Old Hwy 54) corridor South Summit Drive, across from North Elementary School. ES&S also provided topographic survey and geotechnical engineering to support

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



the design of new sidewalk along Osage Beach Parkway, from Barry Prewitt Memorial Drive to Mace Road. We also provided site design for two school projects for the Camdenton R-III School District, one of those being the new Osage Beach Elementary. **For this assignment, our locations in Jefferson City and Columbia, each with active materials labs and staff, will allow us to be highly responsive to all project needs.**

PAST RECORD OF PERFORMANCE

BUSINESS ROUTE 50 PAVEMENT & MULTI-MODAL IMPROV. – ST. MARTINS, MO

Owner:

City of St. Martins

Owner POC:

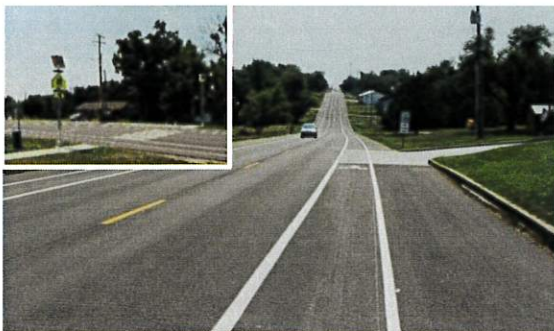
Mr. Doug Reece, City Administrator | (573)-230-9105

Project Cost, Total:

\$ 890,000

Year Complete:

2020



ES&S provided design services for improvements to approximately 1-mile of Business 50 West through the City of St. Martins from Route T to Carel Road. Improvements included roadway resurfacing, addition of shared-use bicycle lanes in both directions, improvements to pedestrian accessibility through the MO Route T intersection, and addition of a crosswalk and rectangular rapid-flashing beacon (RRFB) near the school, and various ADA-compliant upgrades. Services included topographic survey, pavement specifications, side-road drainage, a signing and striping plan, coordination with MoDOT LPA program, and stakeholder communication. The project is funded through MoDOT's *Transportation Alternatives Program*. [TAP 9901 (515)]

MAIN STREET ACCESSIBILITY IMPROVEMENTS, PHASE I – MONROE CITY, MO

Owner:

City of Monroe City

Owner POC:

Mr. Kevin O'Bryan, Street Department Manager |
(573) 735-4585

Project Cost, Total:

\$ 333,000

Year Complete:

2020



ES&S provided planning and design services for improvements to the pedestrian accessible route (PAR) on 1650-LF of Main Street (US Route 24) through downtown Monroe City. The project is in conjunction with a programmed resurfacing project by MoDOT's Northeast District, prompting upgrades to comply with the Americans with Disabilities Act (ADA). Initial tasks included detailed surveys of the existing sidewalks and intersection ramp locations in order to determine the existing sidewalk that met ADA criteria or could be brought into compliance with minor maintenance or rehabilitation efforts. Final design required replacement of approx. 65% of the existing sidewalk and (re)construction of sidewalk ramps at five intersections, and a storm drainage upgrade on the south end of the corridor to alleviate a chronic erosion and sediment issue due to the flat terrain.

US Route 24 is an early segment of the nation's primary highway and as is typical of such corridors, the road right-of-way is owned by the City, and a maintenance agreement with MoDOT covers cost of resurfacing the two vehicle through-lanes. Adjacent parallel parking spaces on the corridor are therefore the City's responsibility to resurface, so the design accounted for the cost split between the two agencies. The project was funded through MoDOT's *Transportation Alternatives Program* [TAP 9900 (389)]. ES&S assisted the City with the TAP application, including phasing of the corridor improvements to "right-size" the grant request.

ROUTES B/763 PAVEMENT RESURF. & ADA IMPROV. – BOONE COUNTY, MO

Owner:

MoDOT – Central District

Owner POC:

Ms. Susan Ivy, Project Designer | (573)
526-6996

Project Cost, Total:

Route B: \$ 1,695,000

Route 763: \$ 1,950,000

Year Complete:

Route B: 2018

Route 763: 2019

ES&S is providing design services and preparation of construction documents for MoDOT's Central District for a pavement resurfacing on 4.4-miles of MO Route B and 2.0-miles of MO Route 763 (College Ave.) in Columbia. This alteration requires upgrade of the accessible features along the corridor to meet ADA requirements. Project design resulted in the evaluation, modification and reconstruction of approximately 200 sidewalk ramps and up to 50-percent of the existing sidewalk. [Job No. J553159/J553155]

MO ROUTE 42 SIDEWALK ADDITION

Columbia Avenue to School of the Osage Drive | City of Osage Beach



Route B (Paris Road)



Route 763 (College Avenue)

DOWNTOWN REVITALIZATION PROJECT, PHASE IV – WARRENSBURG, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Warrensburg	Mr. William Graves, Senior Project Manager (660) 747-8927	\$ 772,000	2019



This project is a continuation of an initiative to improve the connection between the downtown central business district (CBD) with the University of Central Missouri (UCM). It incorporates infrastructure upgrades from earlier project phases that provide a consistent and more attractive look through the CBD on the Holden Street corridor. The Phase IV project limits included resurfacing from the Union Pacific RR to Grover Street, then continuing as a full roadway reconstruction to South Street. Design also included the reconstruction of ADA-compliant sidewalks and ramps, addition of bike lanes, aesthetic streetscape and hardscape features (brick borders, historic lighting & signage, retaining walls), and public involvement assistance.

ES&S also designed utility relocations, including facilitation of undergrounding electrical T&D lines by subconsultant (POWER Engineers). The project was jointly funded by the City and MoDOT [STP-6300(407)].

CONCORDIA ENTRANCE IMPROVEMENTS, PHASE I – CONCORDIA, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Concordia	Mr. Dale Klussman, City Administrator (660) 463-2228	\$ 210,600	2017



ES&S provided preliminary design, ROW plans, and preparation of construction documents for Phase I of this project. This included a sidewalk connection along the west side of MO Route 23 for approx. 1130-LF, from NW 4th Street, south under the east & west bound lanes of I-70, terminating on the south side of NW 2nd Street, including a pedestrian crosswalk to the east side of Route 23. Features included a retaining wall with recessed lighting on the abutment side of the bridge columns, modification to existing enclosed drainage and inlets, signage, and curb/gutter.

MoDOT relocated the I-70 guide signs as part of a separate project. Per MoDOT LPA program guidance, ES&S also provided certain construction-support services during concrete pours and other critical construction activities. [TAP-3301(500)]

TRAIL CONNECTION PROJECT, PHASE I – HOLTS SUMMIT, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Holts Summit	Mr. Mark Tate, Street Superintendent (573) 896-5600	\$ 125,000	2015

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Columbia Avenue to School of the Osage Drive | City of Osage Beach

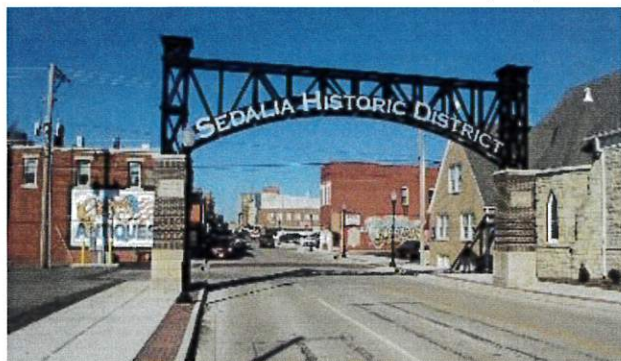


ES&S provided full design services for a 4000-LF, five-foot wide recreational trail connecting two established park facilities in Holts Summit. Hibernia Station Park is an ADA-compliant playground and trail loop, drawing access-challenged users throughout southern Callaway County. The connecting trail's western terminus is Greenway Park, a 50-acre facility with recreational fields, picnic area, and a lake surrounded by a nature trail. The trail is a combination of concrete and compacted-aggregate surface. Accessibility issues are important as the new facilities serves both the nearby North Elementary School, as well as serving the region as a connection to both ADA-compliant parks in Holts Summit. Other features include various fitness stations along the trail, as well as coordination with City partners such as the Jefferson City Public Schools (easement donation), YMCA (donation of

fitness equipment) and the Holts Summit Community Betterment Association (donation of labor and materials during construction). ES&S will also provide construction-phase and materials testing services. The project was funded with a \$100,000 Recreational Trails Program (RTP) grant from the Missouri Department of Natural Resources (MDNR).

DOWNTOWN STREETSCAPE IMPROVEMENTS, PHASE IIIA – SEDALIA, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
City of Sedalia, Public Works Department	Ms. Devin Lake, Chief Building Official (660) 827-3000	\$ 720,000	2015



Project was a continuation of the City's major Downtown Streetscape initiative, providing infrastructure and aesthetic upgrades along Ohio Street in the historic downtown district. Services included civil design and construction-support services for slightly more than one city block of total street & sidewalk reconstruction immediately north of Broadway Blvd (US Rte 50). MoDOT coordination was needed for improvements made in the ROW adjacent to the signalized intersection at Ohio St/50 Hwy., including ADA upgrades, aesthetic brick pavers at crosswalks and as edge treatments along sidewalks, historic lighting fixtures, and a new "downtown gateway" feature (designed by OH&H). [STP-5700 (509)]

SITE DEVELOPMENT FOR 2 ELEMENTARY SCHOOLS – OSAGE BEACH/SUNRISE BEACH, MO

Owner:	Owner POC:	Project Cost, Total:	Year Complete:
Camdenton R-III School District	Dr. Sean Kirksey, Superintendent (573) 346-9257	\$ 26,000,000 (both projects)	2015



ES&S provided full civil site design services for the building of two significant elementary school projects for the Camdenton District. Osage Beach Elementary School is a new 83,000 square foot campus in Osage Beach, Missouri. Civil design features included site layout, grading, drainage, erosion and sediment control, detention, on-site and off-site utilities, and a sanitary sewage lift station and force main.

The existing Hurricane Deck Elementary School, in Sunrise Beach, Missouri, completed a 58,000-sf addition. ES&S provided full civil site design services for this expansion. Services included first assisting with conceptual site plans for the layout of the new parking areas. Site design services included grading, drainage, erosion and sediment control, on-site utilities, new and improved parking areas, and site layout of building, parking lots and existing school playground. Both projects also involved significant coordination among various local and state government agencies. *ES&S was a subconsultant to the prime architect, ACI Boland, for both projects.*

ES&S looks forward to the Selection Committee's consideration of this LOI submittal and the opportunity to serve the City of Osage Beach on this pedestrian improvement project.

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 23-14 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an agreement with Axon Enterprise, Inc. for the purchase and supportive services of Fleet 3 In-Car Cameras, Necessary Equipment, and Software Licenses through Sourcewell Contract #010720-AXN, a cooperative purchasing agreement, in the amount not to exceed \$163,380 covering a 5 year period. *Second Reading*

Requested Action:

Second Reading of Bill #23-14

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 - Quote is good through March 31, 2023. The tentative delivery date for these items is currently January 2024.

Budgeted Item:

No - This is not a budgeted item for FY2023. If approved, financial effects will be in FY2024.

Budget Line Information (if applicable):

Not Applicable in FY2023.

Department Comments and Recommendation:

This is a request for the purchase of fourteen (14) Fleet 3 in-car video systems and the necessary equipment and software required to operate them to replace the current in-car video systems. The Police Department's current in-car video systems were purchased in 2016 and are currently experiencing failures with body-worn mics and other components of the system. The current server has reached its end of life and needs to be replaced. The most recent asset plan shows that we are scheduled to begin replacement of the in-car systems beginning in 2024.

The IT Department has budgeted (\$22,122) to replace a server and purchase a service agreement for current in-car camera systems this year. However, after lengthy discussions, it is our recommendation to not complete the server upgrade and maintenance agreement this year, roll savings over to FY2024, and earmark them towards the replacement of the in-car systems.

5-year lease purchase program for hardware, software, and services = \$163,380 / \$32,676 annually. If this request is approved and the contract is signed, we do not anticipate receiving the equipment until January of 2024 due to the current supply chain issues and demand for the axon systems nationwide; therefore, affecting FY2024 - FY2028 financially.

Currently we are operating on two different types of software. One for the in-car cameras and one for body-worn cameras. The In-car camera videos are stored here locally on a server along with the software. The body-worn cameras utilize cloud storage.

By going with the AxonFleet 3, it works together with our Axon Body Worn Cameras and both cameras will utilize [Evidence.com](https://evidence.com) as the software. All video will be stored in the cloud, which reduces our IT Departments' work load and the cost of replacing a server and the additional maintenance agreement.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-14 is in correct form.

City Administrator Comments:

The first reading was read and approved on March 2, 2023.

This is an opportunity to streamline and upgrade technology ahead of schedule for the Police Department, get the upgrades on order for next year, and to avoid server expansion scheduled for this year for the current system in operation, as outlined above. I concur with the department's recommendation. Upon the end of five years, further upgrades will be available.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE AND SUPPORTIVE SERVICES OF FLEET 3 IN-CAR CAMERAS, NECESSARY EQUIPMENT, AND SOFTWARE LICENSES THROUGH SOURCEWELL CONTRACT #010720-AXN, A COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT NOT TO EXCEED \$163,380.00 COVERING A FIVE (5) YEAR PERIOD.

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 Axon Enterprise, INC. under substantially the same or similar terms and conditions as set forth in ("Exhibit A").

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Sixty-Three Thousand, Three Hundred Eighty Dollars. (\$163,380.00)

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

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

READ FIRST TIME: March 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.14, was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.14.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Osage Beach Department of Public Safety - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-451739-44986.836JK

Issued: 03/01/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 316538

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1000 City Pkwy 1000 City Pkwy Osage Beach, MO 65065-3058 USA	Osage Beach Department of Public Safety - MO 1000 City Pkwy Osage Beach, MO 65065-3058 USA Email: 43-0887515

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Todd Davis Phone: Email: tdavis@osagebach.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$163,380.00
ESTIMATED TOTAL W/ TAX	\$163,380.00

Discount Summary

Average Savings Per Year	\$2,968.56
TOTAL SAVINGS	\$14,842.80

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$32,676.00	\$0.00	\$32,676.00
Feb 2025	\$32,676.00	\$0.00	\$32,676.00
Feb 2026	\$32,676.00	\$0.00	\$32,676.00
Feb 2027	\$32,676.00	\$0.00	\$32,676.00
Feb 2028	\$32,676.00	\$0.00	\$32,676.00
Total	\$163,380.00	\$0.00	\$163,380.00

Quote Unbundled Price:	\$178,222.80
Quote List Price:	\$171,981.60
Quote Subtotal:	\$163,380.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	14	60	\$212.17	\$204.74	\$194.50	\$163,380.00	\$0.00	\$163,380.00
Total							\$163,380.00	\$0.00	\$163,380.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	14	02/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	14	02/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	14	02/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	14	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	14	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	28	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	14

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	14	02/01/2025	02/28/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	14	\$32,676.00	\$0.00	\$32,676.00
Total				\$32,676.00	\$0.00	\$32,676.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/1/2023



City of Osage Beach
Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:
Public Hearing - Beach Drive Community Improvement District (CID)

Requested Action:
Public Hearing

Ordinance Referenced for Action:
A Public Hearing is required pursuant to RSMo Section 67.1431.

Deadline for Action:
RSMo Section 67.1431 outlines public hearing requirements; appropriate public hearing notices have been published accordingly.

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:
This Public Hearing is a requirement per RSMo 67.1431. In 2022, the Board of Aldermen approved a funding agreement relating to the proposed Beach Drive Community Improvement District (CID) and the City contracted with Gilmore Bell for legal consulting services related to the consideration of said CID on behalf of the City. The completed petition and supporting documents have been reviewed by Gilmore Bell. Gilmore Bell representative will be in attendance on March 16, 2023 to provide details related to the proposed CID, the public hearing, and Bill 23.15 for the Board of Aldermen's consideration.

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-15 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Beach Drive Community Improvement District, Approving a Cooperation and Transportation Project Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further actions in connection therewith. *First Reading*

Requested Action:

First Reading of Bill #23-15

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.
RSMo 67.1411; The governing body of any municipality may establish one or more districts in the manner provided in sections 67.1401 - 67.1571 (RSMo).

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-15 is in correct form.

City Administrator Comments:

In 2022, the Board of Aldermen approved a funding agreement relating to the proposed Beach Drive Community Improvement District (CID) and the City contracted with

Gilmore Bell for legal consulting services related to the consideration of said CID on behalf of the City. The completed petition and supporting documents have been reviewed by Gilmore Bell. Gilmore Bell representative will be in attendance on March 16, 2023 to provide details related to the proposed CID, the public hearing, and Bill 23.15 for the Board of Aldermen's consideration.

AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT, APPROVING A COOPERATION AND TRANSPORTATION PROJECT AGREEMENT IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY WITHIN THE COMMUNITY IMPROVEMENT DISTRICT, AND AUTHORIZING AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City has received the Petition to Establish a Community Improvement District attached hereto as Exhibit A (the “CID Petition”), which seeks to establish the Beach Drive Community Improvement District (the “CID”) on approximately 74 acres of property located between Osage Beach Parkway and the Lake of the Ozarks and in the vicinity of Beach Drive; and

WHEREAS, the City Clerk has verified the CID Petition complies with the CID Act; and

WHEREAS, the City held a duly-noticed public hearing on March 16, 2023, at which all persons interested in the formation of the CID were allowed an opportunity to speak and at which time the Board of Aldermen heard all protests and received all endorsements; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes the City to cooperate with other political subdivisions and political entities for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, the property owners within the District are also seeking the creation of the Beach Drive Transportation Development District (the “TDD”) through a petition filed with the Circuit Court of Camden County, Missouri pursuant to Sections 238.200 to 238.280 of the Revised Statutes of Missouri (the “TDD Act”); and

WHEREAS, the City desires to enter into a Cooperation and Transportation Project Agreement with the CID, the TDD and Arapaho LLC (the “Developer”) in substantially the form of Exhibit B attached hereto (the “Cooperation Agreement”) to set forth the terms and conditions upon which certain community improvement and transportation projects will be financed, constructed and maintained;

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

Section 1. Creation of CID. The Beach Community Improvement District is hereby created within the City as a political subdivision of the State of Missouri having the powers and

purposes set forth in the CID Petition. The CID shall include the contiguous tracts of real estate described in **Exhibit A** of the CID Petition. Subject to further approvals by the CID and its qualified voters, the District is authorized to impose a sales tax, as described in the CID Petition.

Section 2. CID Term. The term of the existence of the CID shall be 27 years beginning on the effective date of this Ordinance.

Section 3. CID Board of Directors. The CID shall be governed by a board of directors consisting of five (5) members hereafter appointed by the Mayor with the consent of the Board of Aldermen in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the District's board of directors are hereby appointed as follows:

<u>Name</u>	<u>Initial Term</u>
Andy Prewitt	4 years
Gary Prewitt	4 years
Michael Harmison	2 years
Richard Ross	2 years
Jeana Woods	2 years

Successor members of the District's board of directors shall be appointed for four-year terms.

Section 4. Notice to Department of Economic Development. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

Section 5. Approval of Cooperation Agreement. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Cooperation Agreement. The Cooperation Agreement, in substantially the form of Exhibit B attached hereto, is hereby approved with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The Mayor is hereby authorized and directed to execute the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized and directed to affix the seal of the City to the Cooperation Agreement and to attest said seal.

Section 6. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition, the CID and the TDD, including, without limitation, the provision of notices for the public hearing regarding the creation of the CID, are hereby ratified.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the

remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 23.15 was duly passed on _____, 2023 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approved Ordinance No. 23.15.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
CID PETITION

[On file in the City Clerk's Office]

EXHIBIT B
COOPERATION AGREEMENT

[On file in the City Clerk's Office]

COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

THIS COOPERATION AND TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of [*April __, 2023*], by and among the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “*City*”), the **BEACH DRIVE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “*CID*”), the **BEACH DRIVE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “*TDD*”), and **ARAPAHO LLC**, a Missouri limited liability company (the “*Developer*” and collectively with the City, the CID and the TDD, the “*Parties*”).

RECITALS:

A. On [*April __, 2023*], the City’s Board of Aldermen adopted Ordinance No. _____, approving a petition to establish the CID and authorizing the execution of this Agreement.

B. On [*_____, 2023*], the Circuit Court of Camden County, Missouri entered a Judgment and Order establishing the TDD.

C. On [*April __, 2023*], the respective Boards of Directors of the CID and the TDD adopted resolutions authorizing the CID and the TDD to execute this Agreement.

AGREEMENT:

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

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

“*Annual Operating Costs*” shall have the meaning set forth in **Section 13(b)**.

“*Bond Counsel*” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions.

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

“*CID*” means the Beach Drive Community Improvement District and its successors and assigns.

“*CID Act*” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

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

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

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

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

“*County*” means Camden County, Missouri.

“*Excusable Delay*” shall have the meaning set forth in **Section 11(i)**.

“*Financing Obligations*” means the reimbursement, financing or refinancing of Reimbursable CID Project Costs and Reimbursable TDD Project Costs as set forth in **Section 13**, including the reimbursement payments described in **Section 13(b)**.

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

“*Reimbursable CID Project Costs*” shall have the meaning set forth in **Section 13(a)(i)**.

“*Reimbursable TDD Project Costs*” shall have the meaning set forth in **Section 13(a)(ii)**.

“*Related Entity*” means any party or entity controlled by Gary Prewitt or otherwise related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party or entity controlled by or under common control with the Developer.

“*State*” means the State of Missouri.

“*TDD*” means the Beach Drive Transportation Development District and its successors and assigns.

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

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

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

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

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations

of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 3. Authority of the TDD. The TDD has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 4. Authority of the Developer. The Developer has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 5. CID Sales Tax. Promptly following the approval of this Agreement by the CID's Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the "*CID Sales Tax*"). Subject to voter approval, the CID Sales Tax to be levied by the CID's Board of Directors shall not exceed one percent (1.00%).

Section 6. TDD Sales Tax. Promptly following the approval of this Agreement by the TDD's Board of Directors, the TDD shall adopt a resolution to impose a community improvement district sales tax (the "*TDD Sales Tax*"). Subject to voter approval, the TDD Sales Tax to be levied by the TDDs Board of Directors shall not exceed one percent (1.00%).

Section 7. Continuing Existence of the CID. The CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax until all Financing Obligations payable from CID Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires while Financing Obligations are outstanding, in which case the CID may take appropriate action to wind up its affairs).

Section 8. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

Section 9. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage Lathrop GPM LLP or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Administrator, to administer the affairs of the CID and of the TDD.

Section 10. District Governance.

(a) Subject to (b) below, the Developer shall (or shall cause any Related Entities owning property in the CID and the TDD boundaries to) authorize three persons designated by the City's Mayor (the "*City Designees*") to be its authorized representatives for the purpose of qualifying to serve on the Boards of Directors of the CID and the TDD. At least one City Designee on the CID's Board of Directors shall satisfy the requirements of Section 67.1451.2(3) of the CID Act. The Developer shall (and shall cause

any Related Entities owning property in the TDD boundaries to) vote to elect the City Designees to the TDD's Board of Directors in accordance with the TDD Act. The remaining two (2) members of the CID's Board of Directors shall be selected by the Developer and/or its Related Entities (so long as Developer or the applicable Related Entity is an owner of business or property located within the CID).

(b) If, at any time, any of the following occurs: (i) the CID's Board of Directors or the TDD's Board of Directors fails to appropriate CID Sales Tax revenues or TDD Sales Tax revenues, as applicable, in accordance with this Agreement (i.e., for purposes of paying the Annual Operating Costs of the CID and the TDD and paying the Financing Obligations); or (ii) the City defaults or breaches its obligations under this Agreement, then the number of City Designees provided in (a) above shall be reduced from three (3) representatives to two (2) representatives.

Section 11. Construction of the District Projects.

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the Developer shall obtain all inspections, tests and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and to enter into one or more construction contracts to complete the CID Project and the TDD Project. The Developer shall advance all costs of designing, planning, constructing and completing the CID Project and the TDD Project, subject to reimbursement as provided in **Section 13**. The CID Project and the TDD Project shall be completed in good and workmanlike manner in accordance with all applicable laws and regulations.

(b) The Developer shall complete the CID Project and the TDD Project by December 31, 2027, subject to an Excusable Delay as described in (i) below.

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

(d) All construction contracts for the CID Project and the TDD Project entered into by or on behalf of the Developer (including any Related Entity), the CID or the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the CID Project and/or TDD Project.

(e) The Developer shall obtain or cause to be obtained all necessary Governmental Approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for the Governmental Approvals promptly as received.

(f) The Developer shall comply with all federal, state and local laws relating to the construction of the CID Project and the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the CID Project, the TDD Project or portions thereof.

(g) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the CID Project and the TDD Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation

affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(h) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

(i) Notwithstanding anything to the contrary contained herein, the schedule for substantially completing the CID Project and the TDD Project described in (b) above shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer, including acts of God, labor disputes, strikes, lockouts, civil disorder or unrest, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the CID Project or the TDD Project, as applicable (provided that commercially reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, fire, unusually adverse weather conditions, unusually wet soil conditions, unavoidable casualties, materially adverse litigation relating to the CID Project or the TDD Project, as applicable, the occurrence of a public health emergency that materially impacts availability of labor, or any causes beyond the Developer's reasonable control, or by any other cause which the City reasonably determines may justify the delay (each, an "*Excusable Delay*"). No Excusable Delay will be deemed to exist unless the Developer notifies the City in writing of such Excusable Delay within 60 days after the commencement of the event causing such Excusable Delay (or within 60 days after the date that the Developer should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or a Related Entity or attributable to actions or inaction by the Developer or a Related Entity.

Section 12. Certificate of Substantial Completion. Promptly after substantial completion of the CID Project and the TDD Project, the Developer shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the CID Project and/or TDD Project in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such acceptance.

Section 13. Financing of the District Projects.

(a) Upon completion of the CID Project and the TDD Project, as evidenced by the City's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 12**, the Developer shall, no more frequently than quarterly:

(i) provide to the CID an accounting of all costs advanced by the Developer on behalf of the CID to construct the CID Project and an opinion of legal counsel stating that such costs are eligible to be paid or reimbursed from CID Sales Tax revenues pursuant to the CID Act (the “*Reimbursable CID Project Costs*”); and

(ii) provide to the TDD an accounting of all costs advanced by the Developer on behalf of the TDD to construct the TDD Project and an opinion of legal counsel stating that such costs are eligible to be paid or reimbursed from TDD Sales Tax revenues pursuant to the TDD Act (the “*Reimbursable TDD Project Costs*”).

The Parties expect that the CID Project and the TDD Project will include many, if not all, of the same components. Accordingly, many, if not all of the Reimbursable CID Project Costs and the Reimbursable TDD Project Costs could be reimbursed by either the CID or the TDD (but not both). The Developer may allocate dual-qualifying CID Project and TDD Project costs between the CID and the TDD at its discretion so long as such allocation is documented in the accountings required by (i) and (ii) above, and the aggregate total of Reimbursable CID Project Costs and the Reimbursable TDD Project Costs does not exceed \$6,188,825. Notwithstanding anything in this Agreement to the contrary, in the event any dual-qualifying Reimbursable CID Project Costs remain unreimbursed to the Developer as of the date that all Reimbursable TDD Project Costs have been fully reimbursed to the Developer, such dual-qualifying Reimbursable CID Project Costs may be submitted to the TDD under (a)(ii) above and, following approval of such unreimbursed costs by the TDD, such costs may then be recharacterized as Reimbursable TDD Project Costs and such costs may be reimbursed using TDD Sales Tax revenues. Conversely, and notwithstanding anything in this Agreement to the contrary, in the event any dual-qualifying Reimbursable TDD Project Costs remain unreimbursed to the Developer as of the date that all Reimbursable CID Project Costs have been fully reimbursed to the Developer, such dual-qualifying Reimbursable TDD Project Costs may be submitted to the CID under (a)(i) above and, following approval of such unreimbursed costs by the CID, such costs may then be recharacterized as Reimbursable CID Project Costs and such costs may be reimbursed using CID Sales Tax revenues. The foregoing notwithstanding, interest shall begin accruing on such dual-qualifying Reimbursable TDD Project Costs and Reimbursable CID Project Costs as of the date that such costs are first approved by the CID or the TDD, as applicable, whether or not those same costs are subsequently approved as provided under this subsection (a).

(b) Following receipt of the submittals described in (a) above and any additional information reasonably requested by the CID or the TDD to verify the Developer’s submittals:

(i) the CID shall use all CID Sales Tax revenues, less Annual Operating Costs, to reimburse the Developer for Reimbursable CID Project Costs; and

(ii) the TDD, shall use all TDD Sales Tax revenues, less Annual Operating Costs, to reimburse the Developer for Reimbursable TDD Project Costs.

For the purposes of this Agreement, the term “*Annual Operating Costs*” means up to \$10,000 for each of the CID and the TDD beginning with the first fiscal year of the CID and the TDD in which CID Sales Tax revenues and TDD Sales Tax revenues are generated, increased by 3% for each fiscal year thereafter.

(c) The reimbursement payments to the Developer described in (b) above shall be made quarterly on each January 1, April 1, July 1, and October 1 (each, a “*Payment Date*”) beginning on the first Payment Date (or if a Payment Date falls on a day when the City is not open for business, the next business day) after the Developer submits the information required by subsection (b) above. The CID and the TDD shall continue to make such quarterly payments until the earlier of (i) the date upon which the Developer

has been fully reimbursed for Reimbursable CID Project Costs and Reimbursable TDD Project Costs plus accrued interest as described below, or (ii) the expiration or earlier dissolution of the CID or the TDD, as applicable. Interest shall accrue on the Reimbursable CID Project Costs and on the Reimbursable TDD Project Costs at a rate equal to the U.S. Prime Rate published in The Wall Street Journal plus two percent (2.0%) per annum (based on a 30/360 basis), but not to exceed the maximum interest rate permitted by law (i.e., currently 10%), beginning as of the date that such Reimbursable CID Project Costs or Reimbursable TDD Project Costs are approved by the CID or the TDD, as applicable, with interest compounding on each Payment Date thereafter.

Section 14. Approval, Maintenance and Transfer of City Portion of the TDD Project.

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

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

Section 15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 16. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 18. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 19. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees,

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

Section 20. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 21. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 22. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

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

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

Tara Berreth, City Clerk

**BEACH DRIVE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

**BEACH DRIVE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

ARAPAHO LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes¹:

Beach Drive CID Budget	
Description	Budgeted Amount
Beach Drive Roadway Improvement Budget	
Site Preparation	21,700
Roadway	
Aggregate Base	15,750
Pavement	99,050
Curb/Gutter	54,250
Driveway Pavement	8,400
Driveway Culvert	10,500
Sidewalks	34,650
Earth Excavation	157,850
Streetlights	24,500
Marking & Striping	
4" SYL (Solid)	3,675
Signs	1,750
Utility Infrastructure	
Sanitary Sewer Improvements	101,500
Sanitary Water Improvements	43,400
Miscellaneous	
Contingencies	56,000
Traffic Control	7,350
Beach Drive Total:	\$ 640,325.00
Arapaho Property Road Improvements	
Roadway	
Earth Excavation	115,200
Aggregate Base	112,500
Asphalt Pavement	145,000
Curb/Gutter	45,000
Concrete Pavement Road Sections	85,000
Sidewalks	99,000
Storm Sewer	35,250
Landscaping	62,500
Striping	2,500
Contingency	60,000
Total:	\$ 761,950.00
Arapaho Property Parking Lot and Entrance	
Property Acquisition	275,000
Mobilization	20,000
Clearing/Grubbing	32,000
Site Preparation	13,750
Aggregate Base	150,500
Pavement	225,750
Shoulder	13,050
Driveway Concrete	65,000
Earth Excavation	320,000
Rock Excavation	135,000
Striping	7,500
Signs	1,500
Concrete Light Standards	35,000
New Electric Service	62,000
Parking Lot/Roadway Lights	125,000
Storm Drainage	45,000
Retaining Walls	45,000
Rip/Rap	18,000
Landscaping	62,500
Hydro Seeding	30,000
Contingencies	115,000
Total:	\$ 1,796,550.00
Arapaho Phase 2 Development Costs	
Clearing/Grubbing	50,000
Grading	1,250,000
Aggregate Base	250,000
Curb/Gutter	150,000
Roadway and Parking Lot Asphalt	600,000
Roadway/Parking Lot Lights	175,000
Landscaping	275,000
Hydro Seeding	30,000
Total:	\$ 2,780,000.00
Engineering Costs	145,000
Utility Relocation (Power Pole and Utility)	20,000
Right-of-Way Related Costs, Fees and Expenses	
Purchase of Right-of-Way Property	20,000
Curb Cut Construction and Costs	25,000
TOTAL:	\$ 6,188,825.00

¹ Cost amounts are estimates as of the date of this Agreement. Actual costs may vary, however, the total amount of the CID Project to be reimbursed to the Developer or financed or refinanced by the CID may not exceed \$6,188,825 plus Issuance Costs.

EXHIBIT B

DESCRIPTION OF TDD PROJECT

The TDD Project includes:

(a) certain transportation improvements related to the extension and improvement of Beach Drive in the City and the construction and improvement of certain additional roads and streets within and outside of the boundaries of the District to connect to and/or intersect with Beach Drive, Cocu Ct, Valley View Drive, Osage Beach Parkway, and Sunset Drive, and the construction and improvement of any other roads, streets, interchanges, intersections, signing, signalization, parking lots, sidewalks, curbs, gutters and related extensions, improvements and infrastructure and any similar or related improvements or infrastructure,

(b) accompanying grading, drainage, pavement, curb, gutter, sidewalk, stormwater facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with item (a) above;

(c) related engineering, design, maintenance, legal and lending fees and expenses in connection with items (a) to (b) above; and

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

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, **ARAPAHO LLC** (the “*Developer*”), pursuant to that certain Cooperation and Transportation Project Agreement dated as of _____, 2023, among the City of Osage Beach, Missouri (the “*City*”), the Beach Drive Community Improvement District (the “*CID*”), the Beach Drive Transportation Development District (the “*TDD*”), and the Developer (the “*Agreement*”), hereby certifies to the City as follows:

1. That as of _____, 20____, the CID Project and the TDD Project have been substantially completed in a good and workmanlike manner and in accordance with the Agreement.

2. Lien waivers for the CID Project and the TDD Project have been obtained.

3. This Certificate of Substantial Completion is accompanied by one or more architect’s or engineer’s certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the CID Project and the TDD Project have been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants related to the completion of the CID Project and the TDD Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 45 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 45-day period) shall evidence the satisfaction of the Developer’s agreements and covenants to complete the CID Project and the TDD Project.

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

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

ARAPAHO LLC

By: _____
Name:
Its:

ACCEPTED:

CITY OF OSAGE, MISSOURI

By: _____
[Name], [Title]

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

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-16 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.010 Definitions, 235.020 Rules And Regulations, 235.030 Violations, 235.040 Inspections, 235.050 Bonds, 235.060 Liability Insurance, 235.070 Prohibited Practices, 235.080 Required, 235.090 Applications, 235.100 Issuance, 235.110 Renewal, 235.130 Residential Containers, 235.140 Commercial Containers, 235.150 Tree Limbs, 235.160 Yard Wastes, 235.170 Location Containers, 235.210 What Will Be Collected-Items Collected Become Property Of Collection Agency, 235.220 Placement For Collection, 235.230 Bulky Rubbish, 235.240 Entry Onto Private Property. *First Reading*

Requested Action:

First Reading of Bill #23-16

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Stated City Code Chapters' and Sections' recommended changes are at the request of Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 23-16 is in correct form.

City Administrator Comments:

I concur with the changes presented by Alderman Rucker.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 235 SECTIONS 235.010 DEFINITIONS, 235.020 RULES AND REGULATIONS, 235.030 VIOLATIONS, 235.040 INSPECTIONS, 235.050 BONDS, 235.060 LIABILITY INSURANCE, 235.070 PROHIBITED PRACTICES, 235.080 REQUIRED, 235.090 APPLICATIONS, 235.100 ISSUANCE, 235.110 RENEWAL, 235.130 RESIDENTIAL CONTAINERS, 235.140 COMMERCIAL CONTAINERS, 235.150 TREE LIMBS, 235.160 YARD WASTES, 235.170 LOCATION CONTAINERS, 235.210 WHAT WILL BE COLLECTED-ITEMS COLLECTED BECOME PROPERTY OF COLLECTION AGENCY, 235.220 PLACEMENT FOR COLLECTION, 235.230 BULKY RUBBISH, 235.240 ENTRY ONTO PRIVATE PROPERTY.

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

Section 1. That Chapter 235 Solid Waste of the Osage Beach Code of Ordinances is hereby enacted with amendments as set forth below with new material set out in red as follows and struck thru deleted material:

Section 235.010 Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

APPROVED INCINERATOR

An incinerator which complies with all current regulations of the Missouri Air Conservation Commission.

BULKY RUBBISH

Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste collection vehicles by solid waste collectors, with the equipment available therefor.

COLLECTION

The removal and transportation of solid waste from its place of storage to its place of processing or disposal.

COMMERCIAL SOLID WASTE

Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities with more than twenty (20) dwelling units.

CONTRACTOR

A person **or company** with whom contracts are executed in accordance with the provisions of this Chapter by the City for the collection of solid waste.

DEMOLITION AND CONSTRUCTION WASTE

Waste materials from the construction or destruction of residential, industrial, or commercial structures.

DIRECTOR

The City Administrator or his/her designee.

DISPOSABLE SOLID WASTE CONTAINER

A disposable plastic or paper sack specifically designed for storage of solid waste.

DWELLING UNIT

Any room or group of rooms located within a structure, and forming a single-family habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating.

GARBAGE

Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

HAZARDOUS WASTES

Any waste or combination of wastes, as determined by ~~statute and/or by the commission~~ **Missouri Department of Natural Resources** by rules and regulations, which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a present or potential threat to the health of humans or the environment.

MULTIPLE HOUSING FACILITY

A structure containing more than one (1) dwelling unit under one (1) roof.

OCCUPANT

Any person whom, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

PROCESSING

Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified, or solid waste quantity is reduced.

REFUSE

Solid waste.

RESIDENTIAL SOLID WASTE

Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities with more than twenty (20) dwelling units.

SOLID WASTE

Any unwanted or discarded waste materials in a solid or semi-solid state, including but not limited to garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction waste.

SOLID WASTE CONTAINER

A receptacle used by any person to store solid waste during the interval between solid waste collection.

SOLID WASTE DISPOSAL

The process of discarding or getting rid of unwanted material, in particular the final disposition of solid wastes by man.

SOLID WASTE MANAGEMENT

The entire solid waste system of storage, collecting, transportation, processing, and disposal of solid waste.

STORAGE

The keeping, maintaining, or storing solid waste from the time of its production until the time of its collection.

YARD WASTES

Leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots, or shrubs with intact root balls.

Section 235.020 Rules and Regulations:

- A. The Director shall make, amend, revoke, and enforce reasonable and necessary rules and regulations, governing but not limited to:
 1. Preparation, drainage and wrapping of garbage deposited in solid waste containers.
 2. Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.

3. Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.
 4. Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.
 5. Storage of solid waste in solid waste containers.
 6. Sanitation, maintenance, and replacement of solid waste containers.
 7. ~~Schedules of and routes for collection of solid waste.~~
 8. Collection points of solid waste containers.
 9. Collection and disposal of solid waste.
 10. Processing facilities and fees for the use thereof.
 11. Disposal facilities and fees for the use thereof.
 12. Records of quantity and type of wastes received at processing and/or disposal facilities.
 13. Handling of special wastes such as toxic wastes, sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.
- B. ~~The City Clerk or such other City Official who is responsible for preparing utility and other service charge billings for the City is hereby authorized to make and promulgate reasonable and necessary rules and regulations for the billing and collection of solid waste collection and/or disposal service charges, as hereinafter provided for.~~
- C. ~~A copy of any and all rules and regulations made and promulgated under the provisions of this Section shall be filed in the office of the City Clerk.~~

Section 3: 235.030 Violations.

- A. Whenever an inspection reveals violation of this Chapter, the rules and regulations authorized herein for storage, collection, transportation, processing or disposal of solid waste or the laws of the State, the Director shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.
- B. In all cases, when the corrective measures have not been taken within the time specified, the Director shall suspend or revoke the **business** license issued by the city under this Chapter involved in the violation, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one (1) extension of time not to exceed the original time period may be given.
- C. Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the Director may within ten (10) days of the act for which redress is sought, appeal directly to the Circuit Court of the County in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

Section 235.040 Inspections.

~~In order~~ **To insure ensure** compliance with the laws of this State, this Chapter and the rules and regulations authorized herein, the Director is authorized to inspect all phases of solid waste management

within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law.

Section 235.050 Bonds.

~~No contract shall be executed with a contractor without a performance bond being issued, by a bonding company approved by the Board of Aldermen, in favor of the City in an amount of not less than twenty thousand dollars (\$20,000.00).~~

Section 235.060 Liability Insurance.

~~No license shall be issued under this Chapter and no contract provided in Section 235.190 shall be executed until and unless the applicant therefor or the contractor, in addition to all other requirements set forth, shall file and maintain with the Director evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than one hundred thousand dollars (\$100,000.00) for each person injured or killed, and in the amount of not less than three hundred thousand dollars (\$300,000.00) in the event of injury or death of two (2) or more persons in any single accident, and in the amount of not less than twenty five thousand dollars (\$25,000.00) for damage to property. Such policy may not be written to allow any of the liability for damage to property to be deductible. Should any such policy be cancelled, the Director shall be notified of such cancellation by the insurance carrier in writing not less than ten (10) days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.~~

Section 235.070 Prohibited Practices.

A. It shall be unlawful for any person to:

1. Deposit solid waste in any solid waste container other than his/her own, without the written consent of the owner of such container. ~~and/or, with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal;~~
2. Interfere in any manner with solid waste collection equipment, or with solid waste collectors in the lawful performance of their duties. ~~as such, whether such equipment or collectors shall be those of the City, or those of a solid waste collection agency operating under contract with the City;~~
3. Dispose of solid waste at any facility or location that is not approved by the city and the State Division of Health; or
4. Engage in the business of collecting, transporting, processing, or disposing of waste within the corporate limits of the city without a **business** license from the city, or operate under an expired license, or operate after a license has been suspended or revoked.

Section 235.080 Required.

~~No person, other than those persons or entities contracted with in accordance with Section 235.190, shall engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City, without first obtaining an annual license therefor from the City; provided however, that this Subsection shall not be deemed to apply to employees of the holder of any such permit or the employees of any person or entity contracted with in accordance with Section 235.190. Licenses are not required for the removal, hauling or disposal of earth and rock material from grading or excavation activities, which activities are regulated by Chapter 510, Article II, Section 510.040 et seq.~~

Section 235.090 Application.

A. ~~Each applicant for a license required by this Article shall state in his/her application therefor:~~

1. ~~The nature of the permit desired, as to collect, transport, process, or dispose of solid waste or any combination thereof;~~
2. ~~The characteristics of solid waste to be collected, transported, processed, and/or disposed;~~
3. ~~The number of solid waste vehicles to be operated thereunder;~~
4. ~~The precise location or locations of solid waste processing or disposal facilities to be used;~~
5. ~~The boundaries of the collection area; and~~
6. ~~Such other information as may be required by the Director.~~

Section 235.100 Issuance.

- A. ~~If an application shows that the applicant will collect, transport, process or dispose of solid waste without hazard to the public health or damage to the environment and in conformity with the laws of the State and this Chapter, the Director shall issue the license required by this Chapter. The license shall be issued for a period of one (1) year, and each applicant shall pay therefor a license fee for same. If in the opinion of the Director modifications can be made to the application regarding service, equipment, or mode of operation, so as to bring the application within the intent of this Chapter, the Director shall notify the applicant in writing setting forth the modification to be made and the time in which it shall be done.~~
- B. ~~If the applicant does not make the modifications pursuant to the notice in Subsection (A) within the time limit specified therein, or if the application does not clearly show that the collection, transportation, processing or disposal of solid wastes will create no public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the Director, in writing, stating the reason for such denial. Nothing in this Section shall prejudice the right of the applicant to reapply after the rejection of his/her application provided that all aspects of the reapplication comply with the provisions of this Chapter.~~

Section 235.110 Renewal.

~~The annual license required by this Article may be renewed simply upon payment of the required fee if the business has not been modified. If modifications have been made, the applicant shall reapply for a license as set forth in this Article. No license required by this Article shall be transferable from person to person.~~

Section 235.130 Residential Containers.

~~Residential solid waste shall be stored in containers of not more than ninety-six (96) gallons or less than twenty (20) gallons in nominal capacity. Containers shall be leakproof, waterproof, and fitted with a fly-tight lid and shall be properly always covered except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of lightweight and sturdy construction. The weight of any individual container and contents shall not exceed seventy five (75) pounds. Galvanized metal containers, rubber or fiberglass containers, and plastic containers, which do not become brittle in cold weather may be used. Disposable solid waste containers with suitable frames or containers as approved by the Director may also be used for storage of residential solid waste.~~

Section 235.140 Commercial Containers.

~~Commercial solid waste shall be stored in solid waste containers as approved by the Director. The containers shall be waterproof, leakproof and shall be always covered except when depositing waste therein or removing the contents. thereof and shall meet all requirements of City regulations.~~

Section 235.150 Tree Limbs.

~~Tree limbs less than four (4) inches in diameter and brush shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed seventy-five (75) pounds.~~

Section 235.160 Yard Wastes.

~~Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed seventy-five (75) pounds.~~

Section 235.170 Location of Containers.

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

Section 235.190 Generally.

- A. The City shall not provide for the collection of ~~all~~ residential solid waste in the City.
- B. The City shall not provide commercial solid waste collection services. It shall be the duty of such establishment to provide for collection of all solid waste produced upon any such premises.

Section 235.210 What Will Be Collected — Items Collected Become Property of Collection Agency.

~~All solid waste from premises to which collection services are provided by the City or through a City contract shall be collected, except bulky rubbish as defined herein. provided however, that bulky rubbish will be collected if tied securely in bundles not exceeding reasonable limitations of weight and bulk to be fixed by regulations to be made and promulgated by the Director as hereinafter provided. All solid waste collected shall, upon being loaded into collection equipment, become the property of the collection agency.~~

Section 235.220 Placement For Collection.

~~Tree limbs and yards wastes, as described in Sections 235.150 and 235.160 respectively, shall be placed at the curb or front property line fronting on a street for collection. Solid waste containers as required by this Chapter for the storage of other residential solid waste shall be placed at the curb or front property line fronting on a street for collection. Any solid waste containers, tree limbs, yard wastes, or other solid waste allowed by this Chapter to be placed at the curb or front property line fronting a street for collection shall not be so placed until the regularly scheduled collection day.~~

Section 235.230 Bulky Rubbish.

~~Bulky rubbish shall be collected by request to the Director. The Director shall establish the procedure and fees for collecting bulky rubbish.~~

Section 235.240 Entry Onto Private Property.

~~Solid waste collectors who are employed by the City or a solid waste collection agency operating under contract with the City are hereby authorized to lawfully enter upon private property for the purpose of collecting solid waste therefrom as required by this Chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the Director.~~

Section 2. Severability

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.16 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.16

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Supplemental Agreement No. 8 to The Professional Service Agreement with LOR Engineering, LLC dba Cochran Engineering for the design and construction phase for the reconstruction of Osage Beach Road for an amount not to exceed \$214,825.00.
First Reading

Requested Action:

First Reading of Bill #23-17

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 design phase for this project is budgeted for 2023, so we would like to get it started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Street/Roads

FY2023 Budgeted Amount: \$1,362,745

FY2023 Expenditures to Date (03/06/23): (\$ 0.00)

FY2023 Available: \$1,362,745

FY2023 Requested Amount: \$122,757

Department Comments and Recommendation:

During staff's discussion with the board concerning the recently completed Industrial Road Reconstructions project, the board made it clear to us that they wanted Osage Beach road on our radar as one of the next road reconstruction projects that is considered. I included the plan to move on to Osage Beach Road in the budget workshops late last year and the board approved the Transportation budget of 2023

with the redesign for Osage Beach road included. This does include the installation of ADA sidewalks.

Attached you will find the total estimated cost for this project and supplemental agreement #8 to have Cochran Engineering do the design work for the reconstruction of Osage Beach Road. The contract you are approving today is for \$214,825.00 and includes \$122,757.00 for the design of the road, budgeted in 2023, and \$92,068.00 for construction inspection services needed during the reconstruction of the road scheduled to take place in 2024. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-17 is in correct form.

City Administrator Comments:

\$122,757 is budgeted in FY2023 for this portion of the project, within the total \$1,362,745 line item Misc Streets/Road 20-00-773155. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING FOR THE DESIGN AND CONSTRUCTION PHASE FOR THE RECONSTRUCTION OF OSAGE BEACH ROAD IN AN AMOUNT NOT TO EXCEED \$214,825.00

WHEREAS, the City desires to enter into Supplemental Agreement No. 8 to, extend, the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign a contract with Cochran Engineering to assist with the city with engineering and construction phase engineering for Osage Beach Road, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Fourteen Thousand Eight Hundred Twenty-Five Dollars (\$214,825.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.17 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.17.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

PROJECT COST ESTIMATE

City of Osage Beach - Osage Beach Road Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Removal of Improvements	LS	1	65,000.00	65,000
2	Linear Grading	STA	22	2,500.00	55,000
3	Driveway Entrances	SF	10,500	9.00	94,500
4	Concrete Sidewalk - one side	SF	11,250	7.00	78,750
5	Type 5 Aggregate for Base	SY	1,250	6.00	7,500
6	Pavement Widening	SY	1,250	85.00	106,250
7	Concrete Curb and Gutter	LF	4,500	35.00	157,500
8	Storm Sewer	LF	1,913	80.00	153,000
9	Asphalt Pavement	TON	1,000	95.00	95,000
10	Street Lighting	EA	15	8,000.00	120,000
11	Pavement Striping	LF	9,000	0.55	4,950
12	Restoration	LS	1	35,000.00	35,000
13	Construction Mobilization	LS	1	85,000.00	85,000
14	Construction Traffic Control	LS	1	10,000.00	10,000
General Notes: 1. Osage Beach Pkwy to Goodfellow Ave. 2. Approximate Length = 0.45 Miles 3. Pavement width - existing @ 22', proposed 26' 4. ROW @ 50'		Construction Totals			1,067,450
		15% Contingency			160,118
		Surveying/Design Engineering Services			122,757
		Const. Admin./Inspection/Testing			92,068
		Project Total Cost =			1,442,392

SUPPLEMENTAL AGREEMENT #8 –

LUMP SUM PROPOSAL

February 24, 2023

This Supplemental Agreement is made part of the Contract dated November 7, 2019 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to provide engineering services for the **Osage Beach Road Improvement Project**. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

A. Topographic Survey Phase:

1. Topographic survey covering sufficient area to develop roadway plans for the project.
2. A survey baseline shall be established.
3. Roadway cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine earthwork quantities and drainage patterns. All swales, ditches or other drainage courses shall be included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

B. Preliminary Design Phase:

1. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, proposed improvements in accordance with the City of Osage Beach streetscape specifications, preliminary roadway profile changes, and roadway cross-sections.
2. Submit preliminary roadway drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.

C. Final Design Phase:

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents as needed.

2. The final roadway design shall include at a minimum the following information, and shall include the other actions as described:
 - Cover sheet with location map, sheet index, and legend of symbols.
 - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
 - Typical roadway cross sections.
 - Storm Sewer plans and specifications.
 - Final cross-sections of the proposed improvements at 50 foot intervals.
 - Traffic handling and detouring plan with signage.
 - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
3. Submit final plans and specifications to the City for review and approval.
4. Incorporate final comments from the City into the plans and specifications.
5. Utilities: we will contact all utilities that may be affected by this project and provide them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.
6. Provide a final estimate of anticipated construction costs.

D. Bidding Phase:

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11" x 17").
2. Answer contractor's questions during bidding and issue addenda (if required).
3. Review shop drawings when submitted for compliance with the drawings and specifications.

E. Construction Phase:

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.

7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

SERVICES NOT INCLUDED:

1. Right-of-Way and Easement Acquisition
2. Environmental reports
3. Construction Stakeout (Note: will be the responsibility of the Contractor)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Topographic Survey, Preliminary Design, Final Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$122,757.00.
2. The total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$92,068.00.

Supplement Agreement No. 8 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-18 - An ordinance of the City of Osage Beach, Missouri, authoring the Mayor to sign a three-year master service order agreement with Airespring for internet service for an amount not to exceed \$42,743.40 annually plus applicable taxes and fees. *First Reading*

Requested Action:

First Reading of Bill #23-18

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to move forward with this as soon as possible so we can take advantage of the upgrade included in this agreement.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-19-753010 Internet Connections

FY2023 Budgeted Amount: \$67,000

FY2023 Expenditures to Date (03/06/23): (\$ 9,750)

FY2023 Available: \$57,250

FY2023 Requested Amount: \$42,743.40

Department Comments and Recommendation:

The Internet Services RFP was advertised in late January and the bid opening was on Feb. 27. The bid opening document is attached. The City received 3 bids with the low bidder being Aire Spring.

When we bid this out, we asked for specific upload and download speeds at our 4 locations that use internet. We also asked that each carrier provide redundancy within

their quote. Rundancy; meaning that each carrier was to provide a backup internet option. One of our goals in doing this is to find one carrier that can manage our primary and backup internet options rather than have each of them managed separately. If our primary internet ever goes down, our system is designed so that the backup internet should immediately take over without staff ever really seeing that the system switched to the backup. Because we currently use two different carriers for each, it just doesn't work that seamlessly and we struggle with communication with both carriers. In the end, it is our staff.

Unfortunately, two of the bids (AT&T and Granite) did not include a redundancy option and the other, Airespring, included a redundancy option, but also included all taxes within their quote, even though, as a municipality, we are exempt from some taxes. So in order for me to do an apples to apples comparison, I had to reach out to these carriers and get some additional information. Our current primary internet service is through AT&T. We pay an average of \$4,500 per month inclusive of taxes and fees. See attached for breakdown or speeds and pricing. Our current backup internet option (City Hall only) is Charter and we pay an average of \$302 per month inclusive of taxes and fees. See attached for breakdown or speeds and pricing. Combine current cost: $\$4,500 + \$302 = \$4,802$ per month or \$57,624.00 per year. Aire Springs cost will be \$4,165.66 per month or \$49,987.92 including estimated taxes and fees. Aire Spring provided 4 separate options with varying upload and download speeds. After working through everything, I found that they were the lowest bidder and provided the best option and customer service for our city moving forward.

The attached pricing sheet and agreement provides the City with exactly what we asked for in the RFP. After talking with Aire Spring I was able to combine different options within the 4 options they provided to come up with the package that provides the City with the internet services needed. After doing all of this research, I found that Aire Spring's cost was cheaper with the redundancy than the other two carriers before they even added in the redundancy. I also found that Aire Spring is used prominently across the Midwest. I checked their references and everyone that I talked to spoke highly of the internet service and spoke highly of their customer service as well. Mikeal and I have dealt with multiple customer service issues with both AT&T and Charter over the last several years. In fact, I just recently finalized a billing dispute with AT&T that dated back to 2019 and we never did receive all of the contract upgrades promised to us by AT&T at the last contract renewal. In short, a change is needed.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-18 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR MASTER SERVICE ORDER AGREEMENT WITH AIRESRING FOR INTERNET SERVICE FOR AN AMOUNT NOT TO EXCEED \$42,743.40 ANNUALLY PLUS APPLICABLE TAXES AND FEES

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 Mayor to execute on behalf of the City a contract with Airespring for internet service at all City locations, substantially under the terms set forth in the attached contract (Exhibit "A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Forty-Two Thousand and Seven Hundred Forty-Three Dollars and Forty Cents (\$42,743.40) annually for the first three years.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.18 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain

Absent

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.18.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**AIRESPRING
MASTER SERVICE ORDER AGREEMENT
3/1/2023**

(This MSOA is valid if signed by the Customer on or before 3/11/2023)

CUSTOMER: City of Osage Beach QUO# 1008
OMR #:
Channel Mgr: Jon Massad
Agent: Randall Fitton
Agent ID: TBI0013
Solutions Engineer:
Submitted by: Jon Massad

CUSTOMER BILLING ADDRESS:

Street:
City:
State:
ZIP Code:

CUSTOMER CONTACT:

Name:
Title:
Phone:
Email:

TECHNICAL/VENDOR CONTACT:

Name:
Title:
Phone:
Email:

BILLING CONTACT:

Name:
Title:
Phone:
Email:

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.

Internet

Osage Beach - 1000 CITY PKWY OSAGE BEACH, MO 65065-3058 000-000 (001)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 1 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 500 Mb/s - Loop - AT&T	\$338.93	\$0.00
1	Gig Ethernet - 500 Mb/s - Port	\$715.00	\$0.00
1	Fully Managed Router/Gateway - CISCO 4948	\$40.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Qty	Circuit 2 3-Year Term	Total MRC	Total NRC
1	Broadband - 600 Mbps / 35 Mbps - Loop - Spectrum	FREE	\$0.00
1	Broadband - 600 Mbps / 35 Mbps - Port	\$270.00	\$0.00
1	IP Addresses - Spectrum (Cable): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
Location Total		\$1,363.93	\$0.00

Brumley - 1111 LEE C FINE RD BRUMLEY, MO 65020 573-348 (002)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 150 Mb/s - Loop - AT&T	\$193.76	\$0.00
1	Gig Ethernet - 150 Mb/s - Port	\$555.00	\$0.00
1	Fully Managed Router/Gateway - CISCO 4948	\$40.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$788.76	\$0.00

Osage Beach - 950 HATCHERY RD OSAGE BEACH, MO 65065-2198 000-000 (003)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Fast Ethernet - 100 Mb/s - Loop - AT&T	\$129.63	\$0.00
1	Fast Ethernet - 100 Mb/s - Port	\$540.00	\$0.00
1	Fully Managed Router/Gateway - NetVanta 3140	\$35.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$704.63	\$0.00

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireNMS Network Monitoring Service 24/7 network monitoring and alerting for AireSpring provided routers and gateways.	\$50.00	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	\$5.00	\$0.00	FREE	\$0.00
		Subtotal		\$0.00	\$0.00

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1	Fast Ethernet - 100 Mb/s - Loop - AT&T	\$129.63	\$0.00
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1	Fully Managed Router/Gateway - NetVanta 3140	\$35.00	\$0.00
1	IP Addresses - AT&T (Fiber): 8 (Usable: 5) - Month-Month Term	FREE	\$0.00
Location Total		\$704.63	\$0.00

All orders are subject to engineering, pricing and facilities verification.

Total For All Locations

Monthly Fee: \$3,561.95

One-Time Fee: \$0.00

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalFees.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSOA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after Airespring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by Airespring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring or Airespring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays Airespring or Airespring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring or Airespring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes Airespring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by Airespring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-rata of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term for all International services, ii) one hundred percent (100%) of the MRCs for domestic loop/circuit charges for all of the months remaining in any applicable term, iii) one hundred percent (100%) of MRCs for all other domestic charges for the remaining months in the initial twelve months of the term, iv) eighty percent (80%) of the MRCs for all other domestic charges for the remaining months in months 13 - 24 of the term, and v) seventy percent (70%) of the remaining MRCs for all other domestic charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For services ordered with Customer Provided Connectivity or where no circuit is provided by Airespring for such services, Customer shall pay a cancellation fee of \$750 per location if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. If Customer chooses to purchase a wireless router/device from Airespring, a management fee of \$10.00 MRC per device will be required for 12 months; if Customer cancels service prior to completion of 12 months, then Customer will be charged the prorated balance. Additionally, a 20% restocking fee of the undiscounted, retail price of Airespring provided devices shall apply and be paid by Customer for all equipment returned unopened to Airespring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers, Wireless routers/devices, SD-WAN equipment, Firewall equipment, and/or any other devices/equipment, are pre-configured and sent to Customer to be self-installed; if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). Airespring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. Airespring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided.

All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and Airespring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INTERNET CIRCUIT INFORMATION AND PRICING

Managed Router/Gateway Shipping & Handling (Ground Shipping): \$50.00 (Expedited Shipping Additional)

For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

WIRELESS BROADBAND INFORMATION

Wireless Broadband offers no overage fees, and includes a BEC - MX-200Ae, a Static IP address and a SIM Card. Data speeds for each plan are maximum speeds and are not guaranteed. After data usage threshold (8Mb/s = 50GB, 12 Mb/s = 75GB) has been met, Airespring may slow the data on that line. Shipping and Handling for devices is \$50.00 per unit.

VIASAT INFORMATION

ViaSat's data plans do not have a monthly data allowance. The amount of data you use will not affect your service speeds unless the network is congested. After you exceed the data usage threshold for your service plan during your monthly measurement period (Satellite – 35 Mbps / 4 Mbps = 75GB, Satellite – 60 Mbps / 4 Mbps = 150GB, Satellite – 100 Mbps / 4 Mbps = 200GB), ViaSat may prioritize your data behind other customers during network congestion which will result in slower speeds. All uploaded and downloaded data transmitted using your ViaSat service starting on the first day of your monthly measurement period will count towards your monthly data usage threshold. At the end of your monthly measurement period, your data usage resets to zero. The connectivity speeds listed are maximum connection speeds. Actual upstream and downstream speeds may be lower due to various factors. Due to Satellite distance, ViaSat latency is generally more than other Internet services and will, on average, usually be between 600ms and 700ms.

DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

*Paperless Billing: ☐ Yes ☐ No *Email Address (must be provided for Paperless Billing):

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	\$75	\$150	\$300	ICB
AT&T (Fiber)	N/A	Free	\$112	\$224	\$448	\$896	\$1,792	\$3,584
AT&T (ABF/DSL)	Free	Free	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$25	\$30	\$50	\$75	\$100	\$200	ICB
Comcast (Cable)	Free	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Cox (Cable)	Free	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (FIOS)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Mediacom	Free	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	Free	\$30	\$40	\$60	N/A	N/A	N/A	N/A
Verizon (FTTI)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
Zayo	Free	Free	\$60	\$120	\$240	\$486	\$961	ICB

Orders of up to 256 IP Addresses from Lumen/Level3 Fiber, Cox, FairPoint, Verizon Fiber/IE, Frontier Fiber, and Zipy Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Osage Beach QUO# 1008			Billing Account Name (if different):		
*SERVICE ADDRESS: [Address]			Billing Address (if different):		
*CITY: [City]	*STATE: [State]	*ZIP: [ZIP]	City:	State:	ZIP:
*SERVICE CONTACT/TITLE:			Billing Address Contact:		
*PHONE:	FAX:		Phone:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			Contact Email – Important (For Contact Purposes Only):		
Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐					
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
☐ CORPORATION		☐ GENERAL PARTNERSHIP		☐ LIMITED PARTNERSHIP	
☐ SOLE PROPRIETORSHIP		☐ NONPROFIT ORGANIZATION		☐ LIMITED LIABILITY COMPANY	
☐ HOME BUSINESS		☐ OTHER:			
*INCORPORATION DATE: / STATE/COUNTRY:			*CURRENT SERVICE PROVIDER:		
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				☐ YES	☐ NO
If non-US company, Tax Identification Number: Corporate Number (if applicable):					
Is Company under the ownership or control of another company? (If Yes, provide additional details)					
Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.					
Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)				☐ Yes	☐ No

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	Social Security # (not FEIN): - -
2. Owner/Partner Name:	Social Security # (not FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*BANK NAME:	*BANK PHONE NUMBER:
*BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? ☐ YES ☐ NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
---	--

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:

CUSTOMER:

By: _____

Customer Initial: _____

(Typed or Printed Name)

(Title)

(Date)

BID OPENING

Internet Services

02/27/2023

10:00 a.m.

The following bids were opened by City Clerk Tara Berreth and witnessed by Mike Welty.

Bidder Name	Amount of Bid
Granite Telecommunication	3 years (4189.00 x 36mths) \$150,804.00
	5 years (4065.00 x 50mths) \$243,900.00
SBC Communications (AT & T)	3 years \$123,413.40(3428.15 x 36mths)
SC Strategicom	\$3707.24 \$4246.68 \$4076.24 \$4941.48



1676 Bryan Rd Ste. 107
 O'Fallon, MO 63368
 Office: (636)542-9121
 Fax: (636)542-9111

Date: 03/07/23

Location(s): 1000 City Pkwy Osage Beach, MO
 1111 Lee C Fine Rd Brumley, MO
 950 Hatchery Rd Osage Beach, MO
 957 Airport Rd Osage Beach, MO

To: City of Osage Beach

From: Randall Fitton
rfitton@strategiccom.net

Project: Data

Carrier(s)	Qty.	Products / Services	Monthly Charges	OneTime Charges
Proposed Services				
		1000 City Pkwy		
	1	500mb Fiber Internet	\$ 1,093.93	\$ -
		600mb x 35mb Coax Internet	\$ 270.00	\$ -
		1111 Lee C Fine Rd		
	1	150mb Fiber Internet - Managed Router	\$ 788.76	\$ -
		950 Hatchery Rd		
	1	100mb Fiber Internet - Managed Router	\$ 704.63	\$ -
		957 Airport Rd		
	1	100mb Fiber Internet - Managed Router	\$ 704.63	\$ -
			\$ 603.71	\$ -
		Total Monthly Costs	\$ 4,165.66	\$ -

Pricing Quote for City of Osage Beach

Existing Services: AT&T Dedicated Internet (Managed)

DATE: 06012022		AT&T REPRESENTATIVE		
VALID THROUGH: 06302022		Justine Haynes – Mermis		
<u>Site</u>	<u>Attribute or Description</u>	<u>Attribute or Description</u>	<u>Monthly Recurring</u>	
83100006735-019	1000 City Parkway	IUEC.746555..ATI / 100M	\$1665.25	
8310009495-330	1111 Lee Fine Rd.	BCEC.5517782..ATI / 150M	\$1238.80	
8310009495-286	950 Hatchery Rd.	BREC.591510..ATI / 50M	\$820.05	
8310009495-303	957 Airport Rd.	MMEC.928340..ATI/ 20M	\$766.20	
TOTAL for all sites			\$4490.30	

Additionally Charter provides a 100/10 coax internet as a backup and for wifi.

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with Forward Slash Technologies for the installation, phone service, management, and support of a new on-premise Voice over IP phone system for an amount not to exceed \$79,649.35. *First Reading*

Requested Action:

First Reading of Bill #23-19

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get the equipment ordered and install as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-13-743102 Telephone Service

FY2023 Budgeted Amount:	\$61,250
FY2023 Expenditures to Date (03/06/23):	(\$ 6,157)
FY2023 Available:	\$55,093
RY2023 Requested Amount:	\$36,828

Budget Line Item/Title: 10-13-774261 Office Machinery and Equipment

FY2023 Budgeted Amount:	\$27,000
FY2023 Expenditures to Date (03/06/23):	(\$ 0.00)
FY2023 Available:	\$27,000
FY2023 Requested Amount:	\$28,001

Budget Line Item/Title: 10-19-733610 Professional Services

FY2023 Budgeted Amount: \$95,000

FY2023 Expenditures to Date (03/06/23): (\$ 12,362)

FY2023 Available: \$82,638

FY2023 Requested Amount: \$14,820

Department Comments and Recommendation:

Our current contract with Mitel for VoIP phone service ends on 03/31/2023. Mitel has sold their Cloud-based services to a different company, so no matter what, we have to make a change.

I have researched more than 40 different cloud-based and on-premise-based phone systems. The system I am recommending is a premise-based system that will be set up in one of our server rooms downstairs. Our Managed IT Services will have remote access to the system and will be able to do updates and do maintenance of the system remotely. This purchase is being made through a sourcewell cooperative agreement. This is the same phone system being used in Chesterfield, Union, St Loius, Warrensburg, Peoria, Illinois and many other communities across the Midwest. I have spoken with several of these cities and they all speak highly of the phone systems and customer service.

The vendor providing this system is Forward Slash Technologies (FST) on the backbone of Mitel's nationwide VoIP system. We have been working with them now for 3+ years and we have a well-established relationship. They have helped Mikeal rebuild/refurbish a lot of our back end IT infrastructure and they know our system well. Since we began working with them, the IT services we provide for our employees and citizens have improved substantially. Mikeal and I will have administrative rights to the phone portal, but the FST help desk will handle all phone system changes, including help with the setup of auto attendants/voicemail/password resets/troubleshooting/connection of new phones/etc. There will be no changes to our extensions or phone numbers and most of the cabling needed was done when we installed our existing Mitel system. The phone system is designed with the future in mind. In other words, this phone system has the flexibility to work in multiple ways. It can work using a desk phone or calls can be forwarded to a cell phone. This can also be integrated with a PC and calls can be accessed through your PC similar to the way zoom or teams work.

Unfortunately, what I budgeted for last September has changed in a few ways.

- Our contract with Mitel ends at the end of this month, but we cannot get the new phone system delivered until June or July. We have known this for a few months

now. I had originally budgeted to only pay the monthly fee for our current service for the first 4 months of the year and now we will have to pay for the services for a few more months. Mitel is working with us and is allowing us to just pay monthly for a few months until the new system is installed.

- The phone system quote that I used for budgeting was removed from sourcewell and replaced with a new contract that changed the pricing some.
- The Mitel Software Assurance (SWA) pricing is something that we were going to just build into our monthly charges when we originally budgeted for this, but after the budget was approved, I learned that we could get a sizable discount on these fees if we pay the first five years upfront. These are the fees that we pay Mitel for the use of their network.

With all of this factor in, a budget amendment will be required for the telephone service expense account and the Office Equipment & Machinery expense account.

10-13-743102 Telephone Service

Current Budget = \$61,350.00

Updated Budget estimate = \$64,000

Variance = \$2,650.00

10-13-774261 Office Equipment & Machinery

Current Budget = \$27,000

Updated Budget estimate = \$28,001

Variance = \$1,001

These variances (\$3,651) can be offset by savings realized with the new internet agreement with Aire Spring, an item on this agenda if approved. An administrative amendment to 10-19-753010 to cover the increase in expenses will be completed upon item approvals.

This is why I think all of this upfront cost is worth it for the city. 10 Year Cost Comparison:

10 Year cost of New On Premise System = \$130,000

Monthly cost will be = 307.50 + applicable taxes and fees

10 Year cost of existing traditional cloud based phone system = \$334,000

Monthly cost is \$2,450.00

10 Year Total Savings: \$204,000

One last thing that I should mention. If we sign this contract with FST it does require an upfront payment. This is not something that we usually do and I tried to get around it, but I could not. At first I was against this and considered going in a different direction, so I reached out to my Sourcewell rep. and I was told that it is common in this industry, so

it would not have mattered what vendor or phone system we went with, an upfront payment would be required to get the equipment delivered. That said, we are working with a vendor that we know and trust.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-19 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A FIVE-YEAR AGREEMENT WITH FORWARD SLASH TECHNOLOGIES FOR INSTALLATION, PHONE SERVICE, MANAGEMENT, AND SUPPORT OF NEW ON-PREMISE VOICE OVER IP PHONE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$79,649.35.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign a five-year agreement with Forward Slash Technologies under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Seventy-Nine Thousand, Six Hundred Forty-Nine Dollars and Thirty-Five Cents (\$79,649.35).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.19 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.19.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



Quotation

Forward Slash Technology

13610 Barrett Office Drive
Suite 9G
Ballwin Missouri 63021
Phone:314-403-1230

Date	Expiry Date	Quotation #
02/21/2023	03/21/2023	Quot12682

Quotation To:
The City of Osage Beach 1000 City Parkway Osage Beach, MO 65065 UNITED STATES

Attention:
Mike Welty 573-302-2000 x1011 mwelty@osagebeach.org

Name	Item Type	Description	Quantity	Unit Price	Total
DUAL T1/E1 TRUNK MMC - SW	Product Item	DUAL T1/E1 TRUNK MMC	1.00	\$1,242.00	\$1,242.00
MXe AC POWER SUPPLY - SW	Product Item	MXe AC POWER SUPPLY	1.00	\$300.00	\$300.00
PWR CRD C13 10A 125V - NA Plug - SW	Product Item	PWR CRD C13 10A 125V - NA Plug	2.00	\$10.50	\$21.00
MXe III Raid Sub-System - SW	Product Item	MXe III Raid Sub-System	1.00	\$1,134.00	\$1,134.00
MXe III-L Controller - SW	Product Item	MXe III-L Controller	1.00	\$3,300.00	\$3,300.00
MiVoice Business License - Digital Link - SW	Product Item	MiVoice Business License - Digital Link	2.00	\$900.00	\$1,800.00
NPUM Record A Call - SW	Product Item	NPUM Record A Call	1.00	\$0.00	\$0.00
MiVoice Business License-SINGLE LINE EXT - SW	Product Item	MiVoice Business License-SINGLE LINE EXT	10.00	\$45.00	\$450.00
MiCollab NPUM Advanced User x1 - SW	Product Item	MiCollab NPUM Advanced User x1	20.00	\$36.00	\$720.00
MiCb NPUM Mailbox Calldir x1 - SW	Product Item	MiCb NPUM Mailbox Calldir x1	5.00	\$24.00	\$120.00
MiVoice Bus License - Enterprise User - SW	Product Item	MiVoice Bus License - Enterprise User	2.00	\$105.00	\$210.00
MiVoice Border Gateway Virtual - SW	Product Item	MiVoice Border Gateway Virtual	1.00	\$150.00	\$150.00
MiCClient Licnse - Peering Adv Server - SW	Product Item	MiCClient Licnse - Peering Adv Server	1.00	\$0.00	\$0.00
MiCClient Licnse - Federation Adv Server - SW	Product Item	MiCClient Licnse - Federation Adv Server	1.00	\$0.00	\$0.00
MiCollab Virtual Appliance - SW	Product Item	MiCollab Virtual Appliance	1.00	\$597.00	\$597.00

Quotation

MiCollab NPUM MiVBus Mailbox Licensesx10 - SW	Product Item	MiCollab NPUM MiVBus Mailbox Licensesx10	3.00	\$210.00	\$630.00
MiVBus Enterprise SW for 3300 (no users) - SW	Product Item	MiVBus Enterprise SW for 3300 (no users)	1.00	\$897.00	\$897.00
UCCv4.0 Entry User for MiVoice Bus x1 - SW	Product Item	UCCv4.0 Entry User for MiVoice Bus x1	8.00	\$135.00	\$1,080.00
UCCv4.0 Entry User for MiVoice Bus x50 - SW	Product Item	UCCv4.0 Entry User for MiVoice Bus x50	1.00	\$5,610.00	\$5,610.00
UCCv4.0 STND User for MiVoice Bus x1 - SW	Product Item	UCCv4.0 STND User for MiVoice Bus x1	30.00	\$195.00	\$5,850.00
6930w IP Phone - SW	Product Item	6930w IP Phone	82.00	\$312.00	\$25,584.00
6940w IP Phone - SW	Product Item	6940w IP Phone	1.00	\$411.00	\$411.00
6905 Wall Mount Bundle - SW	Product Item	6905 Wall Mount Bundle	4.00	\$81.00	\$324.00
MIR Essentials Bundle - SW	Product Item	MIR Essentials Bundle	10.00	\$216.00	\$2,160.00
MIR Advanced Downloading X1 (NRC) - SW	Product Item	MIR Advanced Downloading X1 (NRC)	1.00	\$360.00	\$360.00
MIR Release BASE License - SW	Product Item	MIR Release BASE License	1.00	\$0.00	\$0.00
S720 USB AC Adapter - SW	Product Item	S720 USB AC Adapter	1.00	\$16.80	\$16.80
Integrated DECT Headset (NA) - SW	Product Item	Integrated DECT Headset (NA)	1.00	\$214.80	\$214.80
RFP 12 Single Cell Base Station (NA) - SW	Product Item	RFP 12 Single Cell Base Station (NA)	1.00	\$173.00	\$173.00
112 DECT Phone, Universal (w/Charger) - SW	Product Item	112 DECT Phone, Universal (w/Charger)	1.00	\$173.00	\$173.00
BT Speakerphone - SW	Product Item	BT Speakerphone	1.00	\$413.00	\$413.00
DECT 112 Case and belt clip - SW	Product Item	DECT 112 Case and belt clip	1.00	\$25.00	\$25.00
3300 MXeIII SATA SSD 2pk (Cntr-Server) - SW	Product Item	3300 MXeIII SATA SSD 2pk (Cntr- Server)	1.00	\$440.00	\$440.00
MIR All In one - SW	Product Item	MIR All In one	1.00	\$0.00	\$0.00
MIR on MiVoice Business - SW	Product Item	MIR on MiVoice Business	1.00	\$0.00	\$0.00
WFO ASC Call Recording SRC License x1 - SW	Product Item	WFO ASC Call Recording SRC License x1	10.00	\$0.00	\$0.00
SWA Prem 5y MiVBus Analog Port - SW	Product Item	SWA Prem 5y MiVBus Analog Port	10.00	\$18.43	\$184.30
SWA Prem 5y MiVBus System - SW	Product Item	SWA Prem 5y MiVBus System	1.00	\$484.47	\$484.47

Quotation

SWA Prem 5y MiVBus User - SW	Product Item	SWA Prem 5y MiVBus User	2.00	\$41.63	\$83.26
SWA Prem 5y MiV BG System - SW	Product Item	SWA Prem 5y MiV BG System	1.00	\$97.02	\$97.02
SWA Prem 5y MiCollab System - SW	Product Item	SWA Prem 5y MiCollab System	1.00	\$386.82	\$386.82
SWA Prem 5y MiCollab UM Mailbx - SW	Product Item	SWA Prem 5y MiCollab UM Mailbx	35.00	\$13.24	\$463.40
SWA Prem 5y UCC Entry MiVB - SW	Product Item	SWA Prem 5y UCC Entry MiVB	58.00	\$51.61	\$2,993.38
SWA Prem 5y UCC Std MiVB - SW	Product Item	SWA Prem 5y UCC Std MiVB	30.00	\$81.27	\$2,438.10
Misc Hardware / Patch Cables	Product Item	Miscellaneous Cable Management Supplies	1.00	\$500.00	\$500.00
Labor/Project Management	Fixed Price Item	FST engineers to install Mitel phone system (see proposal document for full details and SOW)	1.00	\$14,820.00	\$14,820.00
MIR EPE SWA Premium 5yr - SW	Product Item	MIR EPE SWA Premium 5yr	2660.00	\$1.05	\$2,793.00

Total:	\$79,649.35
Tax Value:	\$0.00
Grand Total :	\$79,649.35

Summary:

Sourcewell ID# 111979

Terms And Conditions:

*** THIS IS NOT AN INVOICE ***

*** SHIPPING IS NOT INCLUDED IN THIS QUOTATION ***

*** Please be advised, due to global supply chain issues related to Covid 19 and the current lack of hardware availability, FST prices can only be guaranteed for 24 hours from the date of this quote. ***

Approval Signature _____ Date _____

MITEL VOIP PHONE SYSTEM PROPOSAL



DATE

02/09/2023

Forward Slash Technology
13610 Barrett Office Drive 9G
Ballwin, MO 63021

CONFIDENTIALITY STATEMENT

This agreement establishes a good faith relationship between Forward Slash Technology (“FST”) and City of Osage Beach (“CoOB”) for the purposes of reviewing this document. This document is the intellectual property of FST. CoOB agrees that the information contained within this document is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of CoOB, or for any other purposes other than to evaluate this document. CoOB further agrees that upon any request by any third party to review or reproduce any or all the information contained herein, FST must be notified, and any subsequent release of material must be authorized by FST. This agreement does not limit CoOB, to use information contained within this document if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

OVERVIEW

Currently, CoOB has a hosted Mitel Phone System deployed throughout all city locations. Due to rising monthly cost, FST recommends deploying a premise-based Mitel phone system. Premise-based systems offer the most stability and control when it comes to call routing, call control, and user configuration. Through MiVoice Business, CoOB will be able to create a more efficient, cost-effective communications environment.

Mitel Phone System

Forward Slash Technology recommends The City of Osage Beach deploy a MiVoice Business premise-based phone system, utilizing Sourcewell pricing to reduce the city's overall ongoing telecommunications costs. Furthermore, with a premise-based phone system CoOB will not be subject to the frequent changes in service plans that often are associated with hosted phone solutions.

PRI Solution

The solution presented within this proposal will require adding a PRI. A PRI is a digital circuit that supports up to 23 simultaneous calls. On PRI you can have multiple numbers (Direct Inward Dials) that can each be directed to a specific device or message which offers guaranteed Quality of Service (QoS)

MIVOICE BUSINESS OVERVIEW

MiVoice Business is a fully customizable system, which can be expanded with a variety of additional features, through the procurement of additional licensing not included herein.

FST has highlighted features which would be a great benefit to CoOB and are included in the proposed system.

- **Dynamic Extension** allows a cell phone to ring in conjunction with or instead of a desk phone. People are now reachable at their office phone number, eliminating the need to give out personal cell or home numbers. This feature may be turned on and off remotely by dialing into the phone system or through the web portal.
- **Music on Hold** will allow the system of playing music or recorded announcements to waiting callers.
- **Direct Dial Numbers** allow special outside numbers to go direct to staff members or announcements.
- **System Scheduling** allows callers to reach different people at different times or days. For example, a menu choice for "After Hours Emergency" will find the person responsible each day.
- **Auto Attendant** allows the system to be configured with a separate backdoor number which is used by employees, friends, family or vendors. The backdoor number would be answered by an auto attendant to reduce call volume to the live attendant, greatly increasing the level of service to callers.
- **Voicemail to Email** employees can choose to receive incoming new voicemail message in their CoOB email inbox.

PHONES AND COMMUNICATIONS APPLIANCES

Mitel phones and appliances are designed to meet the needs of the individual user. From entry-level phones to touch-screen phones, each Mitel phone provides the high quality and feature richness for which Mitel is renowned.

Mitel 6905 IP Phone



The Mitel 6905 IP Phone is the preferred phone for those who want basic communications functions packaged in a compact enterprise device. The 6905 features dual Ethernet ports, three programmable Personal Keys and a large 2.75" LCD display. The 6905's true HD handset and speakerphone provide remarkable wideband audio quality.

Mitel 6920w IP Phone

The 6920w IP phone is flexible and delivers a high-quality communications experience. It features a 3.5-inch LCD screen with backlit display that showcases the intuitive user interface in high resolution to maximize productivity.

High quality full duplex speakerphone and advanced processing delivers exceptional sound for a superior voice experience. USB headset support and innovative analog headset ports allow you to find the fit for your office needs.



Mitel 6930w IP Phone



The Mitel 6930w IP phone is designed from the ground up to provide an exceptional HD audio experience via its speech-optimized handset, full-duplex speakerphone, and support for Bluetooth, USB and analog headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, this phone offers a 4.3-inch color backlit LCD display and HD wideband audio with advanced audio processing.

Programmable personal and context sensitive keys allow you to tailor the 6930w into the ideal desk phone. The optional voice optimized Bluetooth handset enables greater flexibility around your office where the handset is automatically charged via the deskphone.

MiVoice 6940w IP Phone

The Mitel 6940w IP phone is designed for executives who demand an exceptional device that meets their demanding communication needs. It is designed from the ground up to provide an HD audio experience via its speech optimized cordless handset, full-duplex speakerphone, and support for both Bluetooth and USB headsets.

Has a 7-in color LCD display that is east to read and large enough to easily find out more about a caller. Eight programmable keys may be used for call appearances or speed dial numbers.



MiVoice 6970 IP Phone



The 6970 IP Conference Phone designed to make meetings easier and more efficient. A large 7-inch (800x480 pixel) color touch screen grants excellent visibility to an intuitive user interface for quick navigation to essential meeting information and functions. Enjoy crystal clear audio with high-definition speakers.

Mitel's Hi-Q audio technology and 360° beam-forming microphones with Automatic Gain Control (AGC) allow far end conference participants to listen with ease to the active talker while background noise and side conversations are silenced. With the Mitel 6970 IP Conference Phone, your entire meeting experience will be effortless.

SCOPE OF WORK

FST has assessed the needs and requests of City of Osage Beach and has developed the following proposal.

Primary Responsibilities – Forward Slash Technology: Mitel Phone System

Forward Slash Technology has carefully designed a Mitel MiVoice Business Phone system to meet the needs of CoOB. Specifically, FST will provide the below services to CoOB.

- Procurement of
 - 1 – Mitel MiVoice Business phone system (w/ all necessary licenses and hardware)
 - 82 – Mitel 6930 IP phones
 - 1 – Mitel 6940 IP phones
 - 4 – Mitel 6905 phones
- Phone System Configuration
 - Provide materials/templates to CoOB to assist with the planning process
 - Conduct planning calls with CoOB for phone system configuration
 - System programming
 - Call routing
 - Extension setup
- Phone System Installation of
 - One (1) Mitel MiVoice Business phone system
 - Deploying seventy-three (73) desktop phones
- Phone System Training
 - 8 (1 hour) user training sessions
 - Provide custom training materials
- Project Management
- System testing
- Go Live (system cutover)
- Post Deployment Support (changes to call routing, keymaps, features changes, etc.)

Client Responsibilities – City of Osage Beach

To ensure the success of our partnership, CoOB will need to participate by

- Assisting with information collection regarding users, extensions, phone numbers, etc., to build a call routing plan
- Providing access to facilities as required and mutually agreeable
- Providing access to systems and equipment as required and mutually agreeable

Carrier Services and Third-Party Vendor Responsibilities

- Phone number porting with losing carrier
 - This process is carrier specific and FST is required to work within the losing carrier's schedule. Porting request typically take approximately 6 to 8 weeks for completion

General Information

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by CoOB prior to start of such work. No additional charges will be incurred without prior written approval from the client.

INVESTMENT SUMMARY - PHONE

Premise Phone System Project Costs		
Quantity	Description	Cost
1	Phone System Hardware & Software (See attached quote for detailed hardware / software costs)	\$64,329.35
1	Phone System Labor (Initial Setup, Configuration, Deployment, Training, Go Live, Post Deployment Support)	\$14,820.00
1	Misc. Hardware / Patch Cables	\$500.00
Subtotal		\$79,649.35
Tax		\$0.00
Shipping (TBD)		
Total		\$79,649.35
100% of the Total Hardware / Software Cost is due upon contract signing >		\$64,329.35

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on _____ . This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Forward Slash Technology reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary, Forward Slash Technology will draw up and present a "Change Order" to City of Osage Beach, for review and approval. Anything talked about, but not written herein, is not a part of this offer. The management of Forward Slash Technology reserves the right to make modifications to this offer. All orders and purchases are subject to the standard Terms and Conditions provided by Forward Slash Technology (attached) and credit approval.

City of Osage Beach

Forward Slash Technology

Signature

Signature

Name

Name

Title

Title

Date

Date

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Motion to approve the purchase of a 2023 F250 Ford Pickup with 8' plow from Broadway Truck Center using the Missouri State Bid Management System reference number 06919N for an amount not to exceed \$56,021.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The truck is only available to us for a short time. If we do not purchase it now it will be sold to the next City in line.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 45-00-774265 Vehicles

FY2023 Budgeted Amount: \$45,596

FY2023 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2023 Available: \$45,596

FY2023 Requested Amount: \$56,021

Department Comments and Recommendation:

This is the replacement plow truck that was scheduled to be replaced in 2022, but because of supply chain issues, we are just now able to purchase this vehicle through alternate purchasing avenues. We are making this purchase through the Missouri State Bid Management System. This system allows municipal entities like us an alternative when a vehicle cannot be found on the state cooperative bid agreements and allows other dealerships in the state a pathway to sell local government entities vehicles as well. The prices through this cooperative bidding tool are not exactly the same as they are through the state bid process, but still less than what you would pay in the commercial market.

In this case, we are purchasing a vehicle that was ordered by a different company, but that company canceled their order and does not need the vehicle any more. When we try to purchase a vehicle in this way, we do not get to decide what after-market features are included. We can simply take this truck as is or wait for a dealership to provide an option that better fits into what we have budgeted for. In this case, this truck comes with a new plow and several other minor after-market features. The cost of the plow alone is just under \$9,000.

If approved, this truck will replace a 2005 F350 Dump Truck. The plow attached to this truck (enclosed picture) is as old as the truck and will simply be sold with the dump truck. The maintenance history of this truck is highlighted in yellow on the attached maintenance worksheet, but this info does not tell the whole story.

Here is a list of problems we have with the truck. This truck has been to a couple of local mechanics and we are told that most of the parts needed to repair these issues are not currently available and, if ordered, there is no way to tell if we will ever receive them.

- The truck has an exhaust leak.
- 4-wheel drive is broken
- Front breaks do not work.
- The hydraulic lever column in the cab has broken loose from the floor board, leaving a hole in the floor board. This lever controls both the dump bed and the plow. Neither are working.

The City ordered 3 F-250's from Joe Machens Ford and that dealership has told us they cannot provide those trucks through the regular state bid process. This is the closest alternative Mike has been able to find after searching for more than a year now.

The budget for this purchase is \$45,596, within line item 45-00-774265 Vehicles. If approved, this purchase will be \$10,425 over budget. It is too early in the year for us to identify any savings within the department, so we are recommending that these additional funds come out of the unrestricted fund balance for the department. The Airport Department recommends approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

A budget amendment for this item is included on this agenda. The LCF Airport Fund does have unrestricted funds available to cover the over-budget expense. I concur with the department's recommendation.



BROADWAY TRUCK CENTERS
812 E Taylor Avenue . St Louis, MO 63147
314-241-9140 Fax: 314-241-3928
www.broadwaytruck.net



DATE: 02/20/2023

MOTOR VEHICLE PROPOSAL

TO: (Firm or Individual's Name)

FLEET ONLY

City Of Osage Beach

MAKE: Ford

STOCK NO: 231542

1000 CITY PKWY

MODEL: F250

SALES EXEC: Kevin Keeve

Osage Beach

MO 65065

YEAR: 2023

TERMS: Cash

PHONE: 573-302-2000

COLOR: White

MILES: ?

FAX:

TYPE: Snow Plow

GVW: 10000

W.B. 142

CONTACT NAME

Mike Welty

CUSTOMER E-MAIL

mwelty@osagebeach.org

SERIAL NO.

1FTBF2BA3PEC28256

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B :

FIN CODE	qh832			Truck Selling Price:	\$ 56021.00
Includes 8ft boss straight blade snowplow				Tax, Title and License	\$ \$0.00
				** Admin Fee:	\$
				Accessories:	\$
				Total Selling Price:	\$ \$0.00
				Factory Rebates:	\$
				Less Trade-In:	\$
				Net Selling Price:	\$ 56021.00
				Cash Down :	\$
				Trade Payoff:	\$
				Service Contract:	\$ \$0.00
				Balance Due:	\$ 56021.00

DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	SERIAL NO.
------	------	-------	------	------------

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

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

ACCEPTED

FIRM NAME

BROADWAY TRUCK CENTERS

This proposal is not binding upon seller unless signed by one of our managers.

BY

APPROVED

OFFICIAL TITLE

DATE

OFFICIAL TITLE

Mike,
The LCF truck is a 2005 F350 Dump



Truck with 95,342 miles, same year for the plow.



Osage Beach Fleet Management Data - Vehicle Maintenance

Vehicle ID	Dept	Year	Type	Make/Model	Odometer	2018	2019	2020	2021	2022	Total
5866	LCF	2005	S	Ford F-350 Chassis XL 4x4	95,222	\$ 124.32	\$ 435.21	\$ 40.00	\$ 240.32	\$ 522.66	\$ 1,362.51
5857	GG	2005	N	Ford F-250 XL 4x4 SD	82,101	\$ 178.00	\$ 60.00	\$ 140.00	\$ 95.23	\$ 187.40	\$ 660.63
4031	Airport	2013	N	Ford Explorer	117,001	\$ 210.00	\$ 120.00	\$ 110.00	\$ 85.21	\$ 171.09	\$ 696.30
2817	LCF	2006	N	Ford Taurus SE 4dr Sedan	80,254	\$ 154.21	\$ 554.25	\$ 654.21	\$ 129.99	\$ 98.02	\$ 1,590.68
	LCF	1988	S	Ford AV Gas Truck	broken	\$ 350.00	\$ 672.00	\$ 326.00	\$ 1,269.65	\$ 459.73	\$ 3,077.38
	LCF	1989	S	Ford Jet Fuel Gas Truck	broken	\$ 16,176.00	\$ 760.00	\$ 280.00	\$ 186.00	\$ 1,369.59	\$ 18,771.59
7873	LCF	2008	S	Ford Jet Fuel Gas Truck	6,379	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	GG	1988	S	Ford AV Gas Truck	broken	\$ 510.00	\$ 470.00	\$ 390.00	\$ 150.42	\$ 107.74	\$ 1,628.16
	GG	1985	S	Ford Jet Fuel Gas Truck	broken	\$ 430.00	\$ 325.00	\$ 450.00	\$ 100.55	\$ 52.96	\$ 1,358.51
7826	BLDG	2021	N	2021 Ford F 150 Super Cab	5,235	\$ -	\$ -	\$ -	\$ -	\$ 44.54	\$ 44.54
5840	BLDG	2005	N	Ford Explorer XLS 4.0L 4x4	102,600	\$ 1,286.65	\$ 1,450.12	\$ 365.45	\$ 359.63	\$ 77.95	\$ 3,539.80
5825	BLDG	2004	N	Ford Explorer XLS 4.0L 4x4	99,420	\$ 272.51	\$ 218.10	\$ 45.93	\$ 172.95	\$ 113.61	\$ 823.10
7040	BLDG	2008	N	Ford Explorer XLT V6 4x4	96,500	\$ 145.62	\$ 273.25	\$ 54.95	\$ 167.26	\$ 102.95	\$ 744.03
2	ENG	2019	N	Ford F-150 XL 4x4 SuperCrew Cab	32,646	\$ -	\$ 65.21	\$ 430.48	\$ 158.34	\$ 99.95	\$ 753.98
5842	Parks	2004	S	Ford F-350 XL 4x4 SD	131,246	\$ 3,022.24	\$ 1,205.23	\$ 2,011.32	\$ 1,000.87	\$ 650.24	\$ 7,889.90
7050	Parks	2008	S	Ford F-350 Chassis XL 4x4 SD	75,654	\$ 845.26	\$ 1,340.12	\$ 1,452.12	\$ 2,154.23	\$ 588.25	\$ 6,379.98
7041	Parks	2008	N	Ford Explorer XLT V6 4dr 4x4	109,950	\$ 501.21	\$ 115.42	\$ 990.21	\$ 685.15	\$ 252.60	\$ 2,544.59
32	PD	2015	P	Ford Utility Police Interceptor	127,864	\$ 1,113.24	\$ 1,759.68	\$ 1,630.34	\$ 1,660.87	\$ 2,686.87	\$ 8,851.00
27	PD	2015	P	Ford Utility Police Interceptor	110,171	\$ 2,429.81	\$ 696.87	\$ 2,248.21	\$ 912.50	\$ 3,391.78	\$ 9,679.17
26	PD	2021	P	Ford Utility Police Interceptor	18,865				\$ 580.90	\$ 2,115.67	\$ 2,696.57
29	PD	2021	P	Ford Utility Police Interceptor	15,327				\$ 537.30	\$ 180.00	\$ 717.30
24	PD	2014	P	Ford Utility Police Interceptor	95,932	\$ 2,660.00	\$ 557.17	\$ 356.44	\$ 1,370.75	\$ 1,347.05	\$ 6,291.41
21	PD	2014	P	Ford Utility Police Interceptor	81,408	\$ 545.41	\$ 131.57	\$ 2,122.53	\$ 461.40	\$ 1,302.39	\$ 4,563.30
17	PD	2014	P	Ford Utility Police Interceptor	72,703	\$ 321.31	\$ 1,497.81	\$ 516.69	\$ 1,955.37	\$ 258.85	\$ 4,550.03
16	PD	2014	P	Ford Utility Police Interceptor	69,981	\$ 1,823.25	\$ 486.08	\$ 2,178.81	\$ 297.70	\$ 7,010.25	\$ 11,796.09
9514	PD	2015	P	Ford Sedan Police Interceptor	73,809	\$ 295.45	\$ 548.23	\$ 672.50	\$ 605.32	\$ 65.00	\$ 2,186.50
31	PD	2016	P	Ford Utility Police Interceptor	91,817	\$ 1,397.69	\$ 7,883.47	\$ 316.71	\$ 8,353.71	\$ 1,391.75	\$ 19,343.33
19	PD	2017	P	Ford Utility Police Interceptor	90,740	\$ 195.00	\$ 2,248.68	\$ 963.26	\$ 1,520.01	\$ 2,944.07	\$ 7,871.02
15	PD	2017	P	Ford Utility Police Interceptor	68,873	\$ 165.00	\$ 1,160.48	\$ 1,137.30	\$ 1,164.92	\$ 1,457.20	\$ 5,084.90
18	PD	2017	P	Ford Utility Police Interceptor	70,657	\$ 198.54	\$ 884.94	\$ 743.73	\$ 1,016.40	\$ 3,871.51	\$ 6,715.12
9513 (23)	PD	2015	P	Ford Sedan Police Interceptor	30,021	\$ 85.21	\$ 225.41	\$ 100.87	\$ 124.40	\$ 117.18	\$ 653.07
7781	PD	2010	N	Ford Fusion	64,387	\$ 102.00	\$ 106.67	\$ 266.27	\$ 56.00	\$ 428.07	\$ 959.01
7468	PD	2007	N	Chrysler Sebring Base	67,102	\$ 594.59	\$ 1,385.49	\$ 156.01	\$ 673.57	\$ 206.64	\$ 3,016.30
22	PD	2013	N	Ford Utility Police Interceptor	119,221	\$ 1,026.39	\$ 2,275.70	\$ 1,422.96	\$ 6,573.68	\$ 546.87	\$ 11,845.60
70	Sewer	2013	S	Ford F-550 S Pump Truck	48,904	\$ 754.25	\$ 95.24	\$ 2,054.20	\$ 600.19	\$ 709.62	\$ 4,213.50
64	Sewer	1996	S	Ford SLUDGE/PUMP TRUCK	58,613	\$ 564.21	\$ 113.52	\$ 1,108.41	\$ 1,023.65	\$ 12,727.72	\$ 15,537.51
65	Sewer	1999	S	CHEVY TRUCK W/CRANE	9,005	\$ 144.56	\$ 641.42	\$ 10,454.63	\$ 552.14	\$ 1,066.07	\$ 12,858.82
67	Sewer	2015	S	Ford F-350 Chassis XL 4x4 SD	74,213	\$ 728.23	\$ 757.60	\$ 1,681.00	\$ 1,220.45	\$ 129.07	\$ 4,516.35
75	Sewer	2015	S	Ford F-350 Chassis XL 4x4 SD	45,715	\$ 740.03	\$ 3,452.12	\$ 852.45	\$ 625.00	\$ 395.79	\$ 6,065.39
71	Sewer	2012	S	Ford F-350 Chassis XL 4x4 SD	87,364	\$ 862.16	\$ 222.90	\$ 1,008.84	\$ 1,208.54	\$ 1,164.32	\$ 4,466.76
50	Sewer	2017	N	Ford F-250 XL 4x4 SD	21,924	\$ 380.95	\$ 248.52	\$ 548.14	\$ 204.12	\$ 403.71	\$ 1,785.44
60	Sewer	2019	S	Ford F-550 Jetter Truck	3,666				\$ 215.20	\$ 327.60	\$ 542.80
4	Sewer	2003	N	Ford Explorer	94,578	\$ 105.65	\$ 98.22	\$ 855.21	\$ 822.21	\$ 154.00	\$ 2,035.29
72	Sewer	2013	N	Ford Utility Police Interceptor	138,602	\$ 1,959.05	\$ 1,283.03	\$ 2,712.57	\$ 1,972.49	\$ 284.58	\$ 8,211.72
74	Sewer	2013	N	Ford Utility Police Interceptor	134,656	\$ 1,555.24	\$ 1,705.58	\$ 746.54	\$ 1,245.35	\$ 284.58	\$ 5,537.29
1	Trans	2004	N	Jeep Grand Cherokee 4dr 4x4	55,946	\$ 485.23	\$ 1,045.58	\$ 117.21	\$ 666.57	\$ 474.93	\$ 2,789.52
69	Trans	2012	N	Ford F-250 XL 4x4 SD Reg Cab	71,419	\$ 850.25	\$ 1,524.02	\$ 4,123.00	\$ 1,654.21	\$ 13.93	\$ 8,165.41
54	Trans	2012	S	Ford F-550 Chassis XL 4x4 SD	63,878	\$ 406.75	\$ 2,368.88	\$ 1,222.54	\$ 1,123.58	\$ 321.56	\$ 5,443.31
62	Trans	2015	S	Ford F-550 Chassis XL 4x4 SD	34,855	\$ 902.98	\$ 1,172.41	\$ 754.21	\$ 3,797.59	\$ 2,142.81	\$ 8,770.00
57	Trans	2015	S	Ford F-550 Chassis XL 4x4 SD	42,505	\$ 538.96	\$ 854.21	\$ 226.38	\$ 1,074.84	\$ 709.04	\$ 3,403.43
53	Trans	2012	S	Ford F-550 Chassis XL 4x4 SD	68,132	\$ 2,542.32	\$ 1,854.44	\$ 2,056.49	\$ 745.23	\$ 112.39	\$ 7,310.87
59	Trans	2017	S	Ford F-550 Chassis XL 4x4 SD	53,363	\$ 1,954.25	\$ 1,785.21	\$ 255.42	\$ 1,654.21	\$ 349.04	\$ 5,998.13
63	Trans	2013	S	Ford Int'l 4400	35,532	\$ 216.40	\$ 5,477.63	\$ 4,973.73	\$ 1,241.52	\$ 550.08	\$ 12,459.36
66	Trans	2013	S	Ford Int'l 4401	35,292	\$ 1,884.21	\$ 842.12	\$ 11,542.00	\$ 1,134.80	\$ 384.28	\$ 15,787.41
7270	Trans	2009	N	Dodge Grand Caravan SE	180,803	\$ 1,578.26	\$ 168.33	\$ 104.52	\$ 238.52	\$ 812.44	\$ 2,902.07
55	Trans	2008	S	Ford F-350 XL 4x4 SD	108,803	\$ 2,854.21	\$ 1,138.54	\$ 754.21	\$ 8,452.32	\$ 426.46	\$ 13,625.74
Bucket	Trans	2011	S	Ford F-550 Chassis 37'	86,471				\$ 643.52	\$ 504.18	\$ 1,147.70
51	Water	2011	N	Ford F-250 XL 4x4 SD	57,579	\$ 542.31	\$ 2,943.00	\$ 254.21	\$ 804.21	\$ 1,376.64	\$ 5,920.37
56	Water	2012	N	Ford F-250 XL 4x4 SD	121,240	\$ 908.41	\$ 130.40	\$ 152.01	\$ 1,425.32	\$ 2,792.71	\$ 5,408.85
52	Water	2015	S	Ford F-350 Chassis XL 4x4 SD	71,052	\$ 241.03	\$ 745.21	\$ 841.35	\$ 745.21	\$ 110.00	\$ 2,682.80
58	Water	2015	N	Ford F-150 XL 4x4 SuperCrew	75,241	\$ 146.23	\$ 952.30	\$ 45.95	\$ 603.33	\$ 59.95	\$ 1,807.76
9040	Amb	2015	S	Ford E350	66,836	\$ 2,945.61	\$ 550.03	\$ 2,051.51	\$ 1,863.07	\$ 702.85	\$ 8,113.07
4768	Amb	2010	S	Ford E450	59,370	\$ 1,001.03	\$ 4,057.82	\$ 4,010.04	\$ 2,010.30	\$ 3,653.28	\$ 14,732.47
						\$ 64,951.68	\$ 66,140.44	\$ 78,080.07	\$ 74,388.29	\$ 67,364.06	

Replacement Schedule

P =Police Patrol = 6 Yrs/100,000 Miles
N= Non- Police/Unmarked = 10 Yrs/100,000 Miles
S= Specialized Vehicles = 15 Yrs/100,000 Mile
Calculations made prior to vehicle sales in 2022.

	2018	2019	2020	2021	2022	Total
	\$ 11,229.91	\$ 18,080.39	\$ 12,987.39	\$ 20,561.55	\$ 28,139.57	\$ 90,998.81
	\$ 12,982.76	\$ 16,723.19	\$ 14,295.83	\$ 18,793.34	\$ 8,987.16	\$ 71,782.28
	\$ 40,739.01	\$ 31,336.86	\$ 50,796.85	\$ 35,033.40	\$ 30,237.33	\$ 188,143.45
	\$ 64,951.68	\$ 66,140.44	\$ 78,080.07	\$ 74,388.29	\$ 67,364.06	

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-20 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenses in the Transportation Fund and the Lee C Fine Airport Fund. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-20

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:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-20 is in correct form.

City Administrator Comments:

A first and second reading is requested to amend three line items related to Bill 23-10, Bill 23-11, and one motion for the purchase of a vehicle, included on this agenda.

	Current Budget	Amended Item	Increase/(Decrease)
Transportation:			
20-00-764206 Seal	\$ 177,335	\$ 285,767	\$ 108,432

20-00-764207 Asphalt Overlay	\$1,080,472	\$ 909,935	(\$ 170,537)
Net Ending Fund Balance			(\$ 62,105)

Lee C Fine Airport:

45-00-774265	\$ 45,596	\$ 56,021	\$ 10,425
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AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES IN THE TRANSPORTATION FUND AND THE LEE C FINE AIRPORT FUND.

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
20-00-764206 Seal	\$ 177,335	\$ 285,767
20-00-764207 Asphalt Overlay	\$1,080,472	\$ 909,935
45-00-774265 Vehicles	\$ 45,596	\$ 56,021

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 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. 23.20 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.20

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the acceptance of land donation at the corner of Malibu and Conway from Ms. Ivonne Leslie.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - Ms. Leslie is trying to sell the remaining portion of her property.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

I was approached by Ms. Leslie in the fall of 2022 with a request to donate some of her land to the City. Ms. Leslie's family has several plots in the cemetery right next to her property and she wants to make sure the property bordering the cemetery is protected. She is donating the corner piece on the attached plat to the City and then another piece in the middle will be donated to the cemetery. The City's only interest is in the piece of property on the corner of Malibu and Conway. We have a sewer station there and it has gone through multiple rehabs. Capacity is going to need to be increased at that station at some point in the future and extra space will be needed. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

January 24, 2023

Ms. Jeana Woods

City Administrator

City of Osage Beach, Missouri

1000 City Parkway

Osage Beach, Missouri 65065

Dear Ms. Woods,

I, Ivonne Leslie, wish to donate part of my property (as set forth in Exhibit A), located in Osage Beach, Missouri to the City of Osage Beach, Missouri.

Sincerely,

A handwritten signature in blue ink that reads "Ivonne Leslie". The signature is written in a cursive, flowing style.

Ivonne Leslie

DESCRIPTION:

A TRACT OF LAND BEING PART OF LOT 23 OF FIRST ADDITION TO MALIBU BEACH SUBDIVISION SECTION 14, TOWNSHIP 39 NORTH, RANGE 16 WEST OF THE 5TH P.M., CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE NAIL AT THE SOUTHERNMOST CORNER OF LOT 23 COMMON TO NORTHEAST CORNER OF LOT 24 OF FIRST ADDITION TO MALIBU BEACH AS RECORDED IN BOOK 2, PAGE 25; THENCE ALONG SAID COMMON LINE N49°56'35"W 282.00 FEET TO A SET IRON ROD AT THE SOUTHWEST CORNER OF LOT 23 COMMON TO THE SOUTHEAST CORNER OF CONWAY CEMETERY; THENCE ALONG SAID COMMON LINE N20°19'04"E 206.65 FEET TO A POINT ON THE SOUTHWESTERN RIGHT OF WAY OF CONWAY LANE; THENCE LEAVING SAID COMMON LINE ALONG SAID RIGHT OF WAY LINE S28°22'33"E 116.50 FEET TO A POINT; THENCE S39°20'33"E 148.63 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 95.07 FEET AN ARC LENGTH OF 13.84 FEET WITH A CHORD COURSE OF S43°30'44"E 13.83 FEET TO A POINT ON THE EAST LINE OF THE FOREMENTIONED LOT 23; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG SAID EAST LINE S02°41'12"W 130.03 FEET TO A POINT; THENCE N62°27'17"W 42.24 FEET TO A POINT; THENCE S24°06'33"E 28.00 FEET THE POINT OF BEGINNING CONTAINING 0.91 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

CITY OF OSAGE BEACH, MISSOURI APPROVAL OF PLAT

WE, TARA BARRETH, CITY CLERK OF THE CITY OF OSAGE BEACH, MISSOURI, AND MICHAEL HARMISON, MAYOR OF THE CITY OF OSAGE BEACH, MISSOURI, HEREBY CERTIFY THAT THE ACCOMPANYING PLAT WAS APPROVED FOR RECORDING BY THE CITY OF OSAGE BEACH, MISSOURI, IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF OSAGE BEACH, MISSOURI, ON THE _____ DAY OF _____, 2023.

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2023.

TARA BERRETH, CITY CLERK

MICHAEL HARMISON, MAYOR

STATE OF MISSOURI)
COUNTY OF CAMDEN)

BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME TARA BERRETH, CITY CLERK AND MICHAEL HARMISON, MAYOR, OF THE CITY OF OSAGE BEACH, MISSOURI, A MISSOURI MUNICIPAL CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF THE CITY OF OSAGE BEACH AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CITY BY AUTHORITY OF ITS BOARD OF ALDERMAN.

NOTARY PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED OWNER OF THE TRACT OF LAND SHOWN HEREON HAS CAUSED THE SAME TO BE SURVEYED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, AND SAID TRACT OF LAND SHALL HEREAFTER BE KNOWN AS "MALIBU BEACH PLAT 2". MY COMMISSION EXPIRES _____.

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS HEREUNTO SUBSCRIBED ITS HAND.

BY: MONNE J. LESLIE

DATE _____

STATE OF MISSOURI)
COUNTY OF _____)

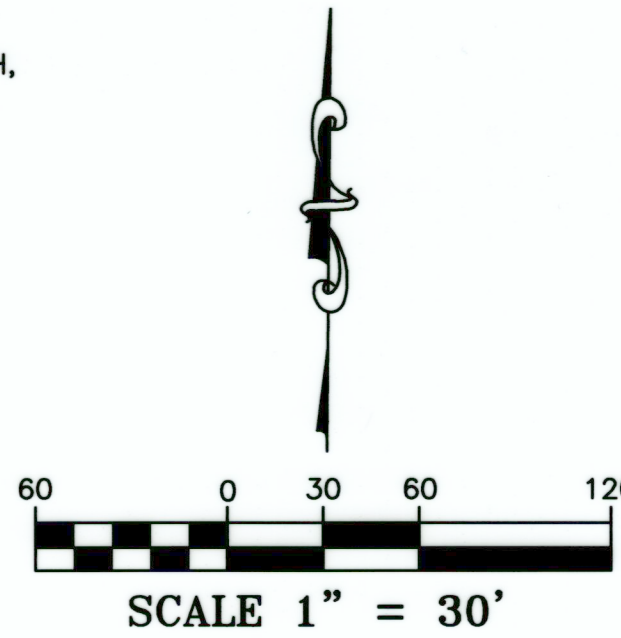
BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME MONNE J. LESLIE, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED AS SUCH INSTRUMENT AND DULY ACKNOWLEDGES THE SAME TO BE THEIR FREE ACT AND DEED.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

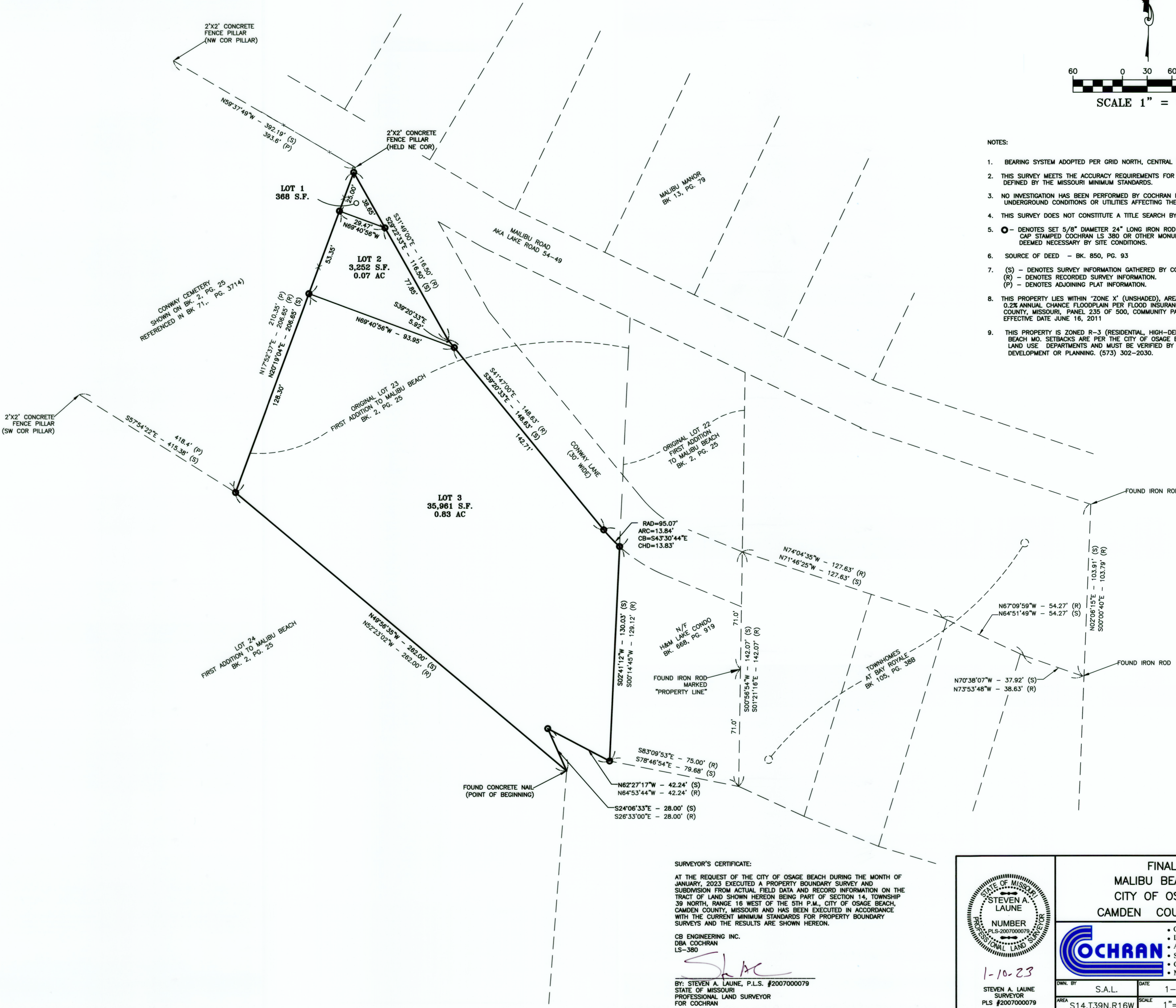
MALIBU BEACH PLAT 2

A TRACT OF LAND BEING PART OF LOT 23 OF FIRST ADDITION TO MALIBU BEACH SUBDIVISION SECTION 14, TOWNSHIP 39 NORTH, RANGE 16 WEST OF THE 5TH P.M., CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI



NOTES:

1. BEARING SYSTEM ADOPTED PER GRID NORTH, CENTRAL ZONE PER MODOT VRS
2. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI MINIMUM STANDARDS.
3. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.
5. DENOTES SET 5/8" DIAMETER 24" LONG IRON ROD WITH YELLOW CAP STAMPED COCHRAN LS 380 OR OTHER MONUMENT AS DEEMED NECESSARY BY SITE CONDITIONS.
6. SOURCE OF DEED - BK. 850, PG. 93
7. (S) - DENOTES SURVEY INFORMATION GATHERED BY COCHRAN.
(R) - DENOTES RECORDED SURVEY INFORMATION.
(P) - DENOTES ADJOINING PLAT INFORMATION.
8. THIS PROPERTY LIES WITHIN "ZONE X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP FOR CAMDEN COUNTY, MISSOURI, PANEL 235 OF 500, COMMUNITY PANEL NUMBER 29029C0235C EFFECTIVE DATE JUNE 16, 2011
9. THIS PROPERTY IS ZONED R-3 (RESIDENTIAL, HIGH-DENSITY) PER THE CITY OF OSAGE BEACH MO. SETBACKS ARE PER THE CITY OF OSAGE BEACH BUILDING AND FUTURE LAND USE DEPARTMENTS AND MUST BE VERIFIED BY THEM BEFORE ANY FUTURE DEVELOPMENT OR PLANNING. (573) 302-2030.



SURVEYOR'S CERTIFICATE:

AT THE REQUEST OF THE CITY OF OSAGE BEACH DURING THE MONTH OF JANUARY, 2023 EXECUTED A PROPERTY BOUNDARY SURVEY AND SUBDIVISION FROM ACTUAL FIELD DATA AND RECORD INFORMATION ON THE TRACT OF LAND SHOWN HEREON BEING PART OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 16 WEST OF THE 5TH P.M., CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI AND HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CB ENGINEERING INC.
DBA COCHRAN
LS-380

BY: STEVEN A. LAUNE, P.L.S. #2007000079
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN



1-10-23

STEVEN A. LAUNE
SURVEYOR
PLS #2007000079

FINAL PLAT
MALIBU BEACH PLAT 2
CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI

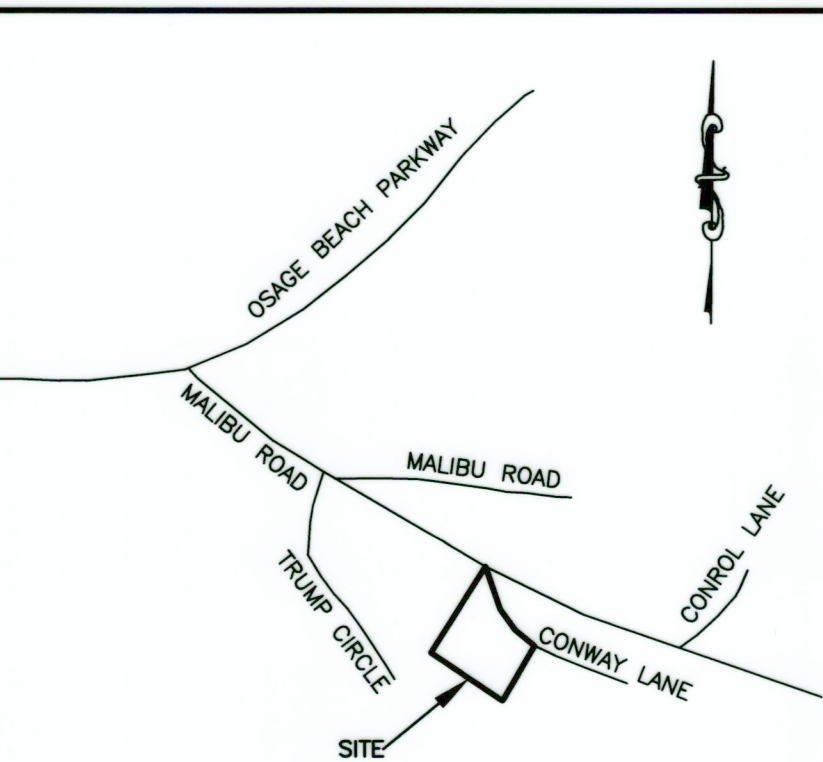


• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning
530A E. Independence Dr.
Union, Missouri 63084
636-664-0549 (Mo.)
636-664-0512 (Ilu)
mla@cochraneng.com

DWN. BY	S.A.L.	DATE	1-10-23	PROJ. NO.	19-7990
AREA	S14,T39N,R16W	SCALE	1"= 30'	DWG. NO.	1 OF 1

MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #000380

LOCATION MAP
NO SCALE



QUIT CLAIM DEED

This Deed, made and entered into this _____ day of _____, 20____, by and between
Ivonne J. Leslie (Single)

whose mailing address is: 5213 Conway Lane, Osage Beach, Missouri 65065,

Party or parties of the first part, and

City of Osage Beach

whose mailing address is: 1000 City Parkway, Osage Beach, Missouri 65065,

Party or parties of the second part.

Witnesseth, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **REMISE, RELEASE, FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate in the County of Camden and State of Missouri, to wit:

ALL OF LOT 1 OF MALIBU BEACH PLAT 2, A SUBDIVISION IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 16 WEST OF THE 5TH P.M., CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

To Have and to Hold, the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to their heirs and assigns forever. So that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said party or parties of the First Part have hereunto set their hand or hands the day and year first above written.

Name

Name

Notary Certificate

State of _____}

County of _____} ss.

On this _____ day of _____, 20_____, before me personally appeared _____
_____ to me known to be the person or persons, described in and who executed the
foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of an easement from Brink and Ball Land Co. LLC for an amount not to exceed \$7,800.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - This easement is needed to proceed with the Sands Sewer Line and Man Hole Replacement Project.

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2023 Budgeted Amount: \$1,847,062

FY2023 Expenditures to Date (03/03/2023): (\$ 0.00)

FY2023 Available: \$1,847,062

FY2023 Requested Amount: \$7,800

Department Comments and Recommendation:

We are trying to improve the efficiency of the sewer pressure line that runs through Andy's Frozen Custards Parking lot and then down the hill to the Sands Sewer Lift Station, as we consider the permanent repair to the sewer line that used to run down Basin Road to Sands Lift Station. In order to do this, we need to go straight down through the wooded area in front of the station. The property in front of Sands Lift Station is owned by Brick and Ball Co. LLC and we have agreed upon the price of \$7,800 in exchange for an easement that would allow the City to cross their property with our sewer line and be able to access it for ongoing maintenance.

The darker blue line on the attached map represents the path of the proposed sewer line that will run through Brink and Ball's property. Normally, when the city asks a land owner for an easement, it is along the edge of their property and should cause little to no problem for the owners' use of the property. In this case, we are asking this owner to give us an easement that will make a portion of their property unusable.

An alternate route would be more costly to the City and would not provide the improvements that we are looking for, including more efficient flow/less odor/fewer manholes to maintain.

This project, *Sands L/S Gravity main/Manhole/Flow Meter Rehab*, is specifically budgeted in FY2023 at \$241,862, and is an individual project within line item *Lift Station Improvements* 35-00-773114. Easement costs are part of the project budget. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Mike Welty

From: Todd Laramore <todd@iguanamarinegroup.com>
Sent: Thursday, March 2, 2023 9:11 AM
To: Mike Welty
Cc: Joel Rauch
Subject: Sands Gravity Main

Brink & Ball Land Co. L.L.C.
4810 Formula Dr.
Osage Beach, Mo. 65065

Brink & Ball Land Co. L.L.C. (Grantor) agree to Easement Deed on Exhibit A 3,750 sq ft. tract of land in the sum of \$7,800.00 to the City of Osage Beach (Grantee)
During the install of the gravity main any tree's removed must be disposed of and final grading should be done in a fashionable way with some sort of ground cover with straw to prevent erosion.

Sincerely,

Todd Laramore
Project Manager

Office: (573) 355-5027 x103

Cell: (573) 280-2471

todd@iguanamarinegroup.com

www.iguanamarinegroup.com



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Brink & Ball Co LLC**, whose address is **4810 Formula Drive Osage Beach, MO 65065**, (**GRANTOR**), and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: (**City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.**) (**GRANTEE**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Sanitary Sewer Easement to preform grading activities and to construct facilities, pipelines, pump stations, and appurtenances thereto, and alter the lands within the easement for the purpose of sanitary sewer mains and pump stations to move sanitary sewer thru the easement area as required to provide sewer service, with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

The sanitary sewer easement area depicted and described on Exhibit A attached hereto, such land is part of a larger tract of land being recorded in Book 746 and Page 161-163, situated in the City of Osage Beach, County of Camden and State of Missouri.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____ (signed)

_____ (printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

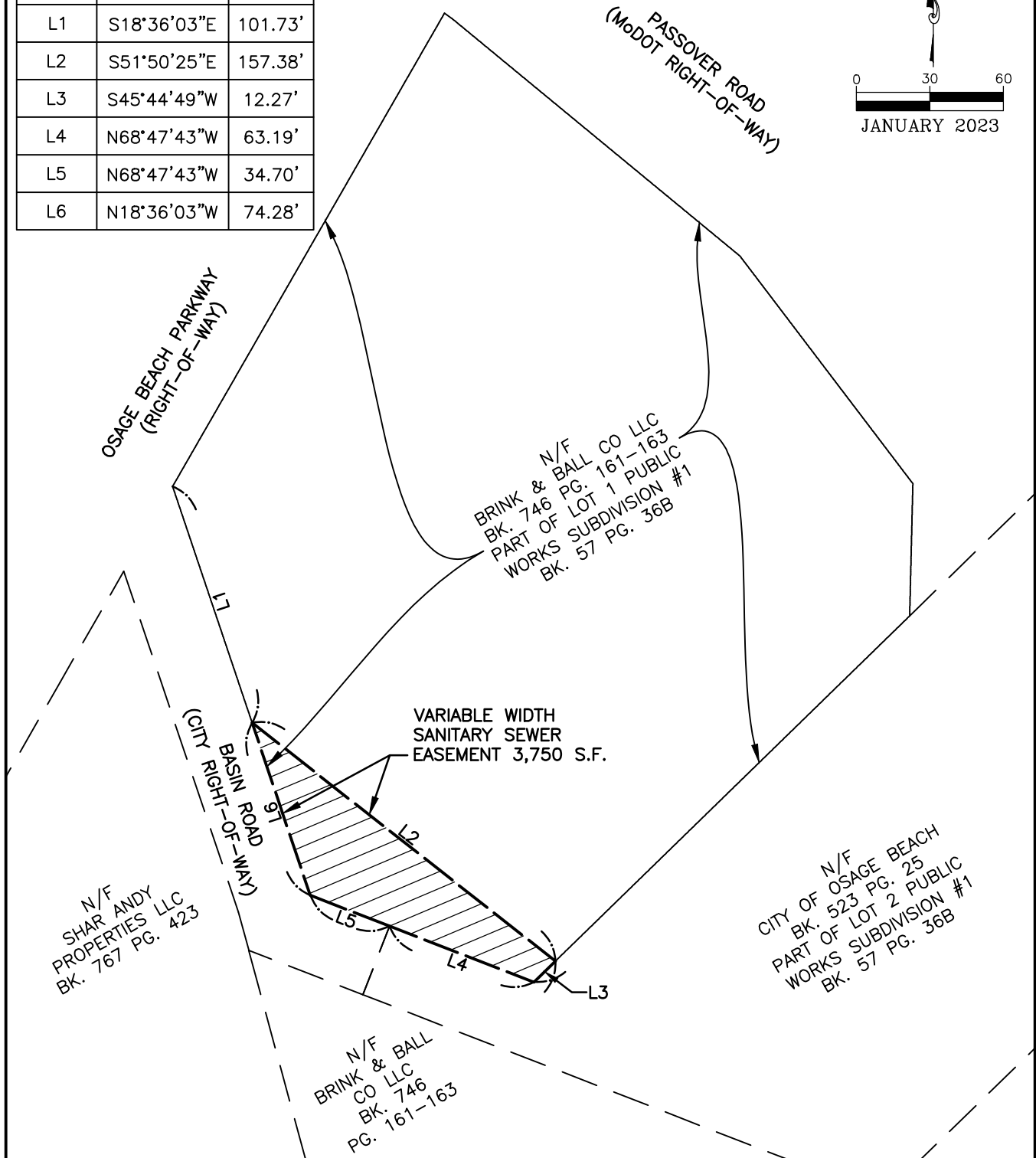
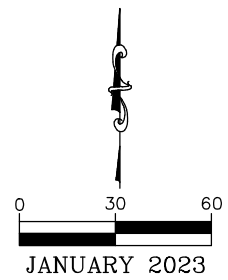
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public _____

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S18°36'03"E	101.73'
L2	S51°50'25"E	157.38'
L3	S45°44'49"W	12.27'
L4	N68°47'43"W	63.19'
L5	N68°47'43"W	34.70'
L6	N18°36'03"W	74.28'

EXHIBIT "A"



**A TRACT OF LAND BEING PART OF LOT 1 OF PUBLIC WORKS
SUBDIVISION IN THE NE ¼ OF THE NW ¼
SECTION 12, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

PARCEL NO. 08-1.0-12.0-000.0-003-001.002

PAGE 4 OF 4



**COST ESTIMATE
SANDS GRAVITY MAIN REPLACEMENT
CITY OF OSAGE BEACH
PROJECT NO. OB22-015
DECEMBER 20, 2022**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Mobilization/Demobilization/Start-Up/Permits/Bonds	1	LS	\$31,000.00	\$31,000.00
Clearing and Grubbing	1	LS	\$8,000.00	\$8,000.00
48-inch dia. Sanitary Sewer Manhole (Manhole #3 & #4)	2	EA	\$5,000.00	\$10,000.00
16-inch dia. PVC Gravity Sewer Main	324	LF	\$200.00	\$64,800.00
16-inch dia. PVC Force Main	75	LF	\$200.00	\$15,000.00
16-inch dia. 45-degree M.J. Bend	1	EA	\$1,000.00	\$1,000.00
Connection to Existing 16-inch dia. PVC Force Main	2	EA	\$5,000.00	\$10,000.00
By-Pass Pumping	1	DAYS	\$10,000.00	\$10,000.00
Removal of Existing Manhole "G"	1	LS	\$7,500.00	\$7,500.00
48-inch dia. Sanitary Sewer Manhole (Manhole #1)	1	EA	\$10,000.00	\$10,000.00
Gravity Sewer Flow Meter & Manhole (Manhole #2)	1	LS	\$50,000.00	\$50,000.00
Existing Utility Adjustments	1	LS	\$15,000.00	\$15,000.00
Compacted Granular Backfill	87	Ton	\$50.00	\$4,350.00
Asphalt Pavement Repair	34	SY	\$60.00	\$2,040.00
1-inch Clean Gravel for Manhole Abandonment	4	EA	\$3,000.00	\$12,000.00
Controlled Low Strength Material for Pipe Abandonment	50	CY	\$400.00	\$20,000.00
By-Pass Pumping Manhole	2	EA	\$10,000.00	\$20,000.00
Removal of Manhole "A" & Force Mains	1	LS	\$15,000.00	\$15,000.00
Andy's Parking Lot Restoration	1	LS	\$10,000.00	\$10,000.00
Finish Grading and Seeding	0.20	AC	\$15,000.00	\$3,000.00
Force Account	1	LS	\$15,000.00	\$15,000.00
SUBTOTAL				\$333,690.00
Contingencies (20%)				\$66,738.00
GRAND TOTAL				\$400,428.00

Notes:

1. This estimate does not include solid rock excavation
2. This estimate does not include easement acquisition