

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

April 15, 2021 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

- A. Proclamation authorizing the Mayor to proclaim April 18-24, 2021 National Volunteer Week.
- B. Proclamation authorizing the Mayor to proclaim May 2 - 8, 2021 Missouri Local Government Week.
- C. Proclamation authorizing the Mayor to proclaim May 2 - 8, 2021 Municipal Clerk's Week.
- D. Proclamation authorizing the Mayor to proclaim May 2 - 8, 2021 National Travel & Tourism Week.
- E. Proclamation authorizing the Mayor to proclaim May 2 - 8, 2021 National Small Business Week.

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 April 1, 2021
- ▶ Bills List - April 15, 2021

UNFINISHED BUSINESS

- A. Bill 21-13 Rezoning Case 413, Duenke Real Estate, LLC. is requesting a rezoning of property currently zoned R-1b (Single Family) to C-1 (General Commercial). *Second Reading*
- B. Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Valley View Drive. *Second Reading*
- C. Bill 21-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Horner & Shifrin, Inc. for the Tan Tar A Sewer Assessment in an amount not to exceed \$62,500. *Second Reading*

NEW BUSINESS

- A. Bill 21-18 - An ordinance of the City of Osage Beach, Missouri, opting out of the State imposed sales tax holiday. *First Reading*
- B. Bill 21-19 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses, for Repair of System Expenditures, Water Department. *First Reading*
- C. Discussion - Citizens Advisory Committee Update
- D. Resolution 2021-03 - A resolution of the City of Osage Beach, Missouri, to waive the provision of Section 125.030.K.2., 3., 4, and 6, and to allow the City Administrator to employ as seasonal help for the year 2021 individuals who may be related to a member of the City management Team or a current City employee.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

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

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

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



***PROCLAMATION
NATIONAL VOLUNTEER WEEK
APRIL 18-24, 2021***

WHEREAS, National Volunteer Week is an opportunity to recognize and honor the countless individuals who selfless invest in the lives of others; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others, even while adhering to social distancing measures; and

WHEREAS; everyday, volunteers help shape the policies that keep our City moving forward in the right direction and their impact can be felt throughout the community; and

WHEREAS, there are thousands of volunteers in our community who give their time and effort to help others through their church, community organizations, service clubs, schools, hospitals, charitable organizations and other worthy endeavors; and

WHEREAS, our City government could not function without volunteers who serve on our boards, commissions and committees; and

WHEREAS, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live.

NOW, THEREFORE, I John Olivarri, Mayor, do hereby proclaim April 18-24, 2021 as

NATIONAL VOLUNTEER WEEK

in Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of April 2021.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk



Proclamation

Local Government Week May 2 – 8, 2021

WHEREAS, local governments in Missouri make important decisions that affect the lives of all Missourians, and

WHEREAS, local governments are the level of government closest to the people, and

WHEREAS, local governments include board of aldermen, city councils, county commissions, school boards among others, and

WHEREAS, local governments are the ultimate expression of grassroots democracy, and

WHEREAS, local governments play an essential role in the quality of life in Missouri communities,

NOW, THEREFORE, I, John Olivarri, Mayor do hereby name May 2 - 8, 2021.

LOCAL GOVERNMENT WEEK

in Osage Beach and urge all Missourians to join me in recognizing local governments as they serve their communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of April 2021.

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



PROCLAMATION
MUNICIPAL CLERKS WEEK
MAY 2-8, 2021

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world and;

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and;

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels and;

WHEREAS, The Office of the Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and;

WHEREAS, The Office of the Municipal Clerk serves as the information center on functions of local government and community and;

WHEREAS, The Office of Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations and;

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk and;

NOW, THEREFORE, I, John Olivarri, Mayor of the City of Osage Beach, Missouri, do recognize the week of May 2 through May 8, 2021, as Municipal Clerks Week and;

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of April 2021.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk



***PROCLAMATION
NATIONAL TRAVEL AND TOURISM WEEK
MAY 2-8, 2021***

WHEREAS, in 1983, the U.S. Congress established National Travel and Tourism Week to acknowledge the tourism industry's importance to the economy, and;

WHEREAS, traveler spending directly generated tax revenues of \$180 billion for federal, state and local governments, funds used to support essential services and programs, and;

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships, and;

WHEREAS, Lake of the Ozarks was voted the "Best Recreational Lake in the Nation", proving that the area contributes in a big way to the tourism industry in Missouri, and;

WHEREAS, welcoming visitors from near and far always has been and always will be, the enduring ethos of the travel industry and Lake of the Ozarks.

NOW, THEREFORE, I John Olivarri, Mayor, do hereby proclaim May 2-8, 2021 as

NATIONAL TRAVEL AND TOURISM WEEK

in Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of April 2021.

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



National Small Business Week Proclamation
May 2-8, 2021

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs: and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the City of Osage Beach, Missouri supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, John Olivarri, Mayor of Osage Beach, do hereby proclaim May 2 through May 8, 2021 as

NATIONAL SMALL BUSINESS WEEK

In Osage Beach, Missouri and urge citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of April 2021.

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
April 1, 2021

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Regular Meeting on Thursday, April 1, 2021 at 6:00 p.m. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Bob O'Steen, Alderman Tom Walker, Alderman Phyllis Marose and Alderman Richard Ross. Absent Alderman Kevin Rucker. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Ed Rucker, Police Chief Todd Davis, Assistant City Administrator Mike Welty, Building Official Ron White, City Planner Cary Patterson, City Treasurer Karri Bell, Human Recourse Specialist Cindy Leigh, Airport Manager Ty Dinsdale and Dave Van Leer/Cochran.

MAYOR'S COMMUNICATIONS

Proclamation authorizing the Mayor to proclaim April 11-17, 2021 National Public Safety Telecommunications Week.

CITIZEN'S COMMUNICATIONS

Jan and Stacy Pyrtle – Community Foundation of the Lake - A multi-surface trail system generally consists of both hard surface greenways and soft surface trails. These two-way off-road systems can be used for numerous forms of recreation such as walking, biking, hiking, jogging, running, skating, as well as wheelchair accessible. One of the biggest benefits of a multi-surface trails system is they are a safe connection corridor to businesses, cultural attractions, parks, and other recreation sites. Multi-surface trails are often a partnership between public and private entities and public and private land. The surface can vary from paved to asphalt to gravel to natural surfaces. They are designed to be used by all ages and for all skill levels.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 21-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Intrado Life & Safety Solutions Corp for the Communications Center 911 Phone Service in an amount not to exceed \$355,945.00. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 21-10. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 21-10 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker and Alderman Marose. "Absent" Alderman Rucker. Bill 21-10 was passed and approved as Ordinance 21.10.

Bill 21-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ozark Applicators LLC for the cleaning of the Passover Water Tower in an amount not to exceed \$8,500.00. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 21-11. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-11 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker and Alderman Marose. "Absent" Alderman Rucker. Bill 21-11 was passed and approved as Ordinance 21.11.

NEW BUSINESS

Public Hearing - Rezoning Case 413: Duenke Real Estate, LLC, R-1b (Single -Family) to C-1 (General Commercial).

No public comments

Bill 21-13- Rezoning Case 413, Duenke Real Estate, LLC. is requesting a rezoning of property currently zoned R-1b (Single Family) to C-1 (General Commercial). *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 21-13. This motion was seconded by Alderman Becker. Motion passes unanimously with a voice vote.

Bill 21-14 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Valley View Drive. *First Reading*

Alderman Becker made a motion to approve the first reading of Bill 21-14. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice.

Bill 21-15 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Northview Subdivision. *First and Second Reading*

Alderman Becker made a motion to approve the first reading of Bill 21-15. This motion was seconded by Alderman Walker. Motion passes unanimously with a voice vote.

Alderman Marose made a motion to approve the second reading of Bill 21-15. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-15 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker and Alderman Marose. "Absent" Alderman Rucker. Bill 21-15 was passed and approved as Ordinance 21.15.

Bill 21-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Horner & Shifrin, Inc. for the Tan Tar A Sewer Assessment in an amount not to exceed \$62,500. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 21-16. This motion was seconded by Alderman Becker. Motion passes unanimously with a voice vote.

Bill 21-17 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Tavis Hodge Hauling LLC for the Sands Lift Station Improvement Project in an amount not to exceed \$143,600. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 21-17. This motion was seconded by Alderman Becker. Motion passes unanimously with a voice vote.

Alderman Ross made a motion to approve the second reading of Bill 21-17. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-17 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker and Alderman Marose. "Absent" Alderman Rucker. Bill 21-17 was passed and approved as Ordinance 21.17.

Resolution 2021-02- A resolution of the City of Osage Beach, Missouri, support for the Lake of the Ozarks Trails Initiative.

Alderman Ross made a motion to approve Resolution 2021-02. This motion was seconded by Alderman Walker. Motion passes unanimously with a voice vote.

Discussion - Economic Development and Market Data

- ✓ Is there a plan to replace Buxton?
- ✓ Is the City doing something with the data?
- ✓ Retail vs grocery stores
- ✓ Transparency/general ideas
- ✓ Would like to see targeted business.
- ✓ Top 5 categories.
 - Apparel
 - Grocery Stores
 - Gas/Convenience Stores
 - Destination/Entertainment
 - Fast Casual

Alderman Ross made a motion to allow any Board Member to review the targeted businesses from the Buxton Survey. This motion was seconded by Alderman Marose. The following roll call was taken “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker and Alderman Marose. “Absent” Alderman Rucker. Motion passes unanimously with a voice vote.

Discussion - Nuisance Abatement - Post Disaster

- ✓ Concerned that the clean-up has taken so long.
- ✓ Want better clarification on timeframe for what is expected during clean-up from a Disaster.

Discussion - Police Department Organizational Structure Update

City Administrator Woods - Does not think currently is in the best interest of the City to reduce upper command positions.

Alderman Ross – Appreciate getting back to the Board of Aldermen but disagrees with decision.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Would like to recognize Loyd Dunham for all his hard with the Contractors.

Alderman Walker – Disappointed that the Veteran’s VA Clinic is moving to Camdenton.

Alderman Becker – Happy Easter to everyone.

STAFF COMMUNICATIONS

City Administrator Woods – Happy Easter

City Attorney Rucker – Municipal Court is moving time to 9am to 10am.

Police Chief Davis – Thank you for the Proclamation honoring our National Public Safety Telecommunications Week.

Assistant City Administrator Welty – Update on the landscape plan for the on Nichols Road. The hospital will take over the maintenance if the City cleans up the wooded area below Nichols Road.

Human Resource Specialist Leigh -The City's employee health insurance renewal July 1st will be 1.5% The City's 2021 workers' comp. experience modification is a record low of .72 down from .77 in 2020. There are currently 21 full time vacancies and several part-time and seasonal vacancies. 17 of the full-time positions are in various stages of the hiring process and the remaining 4 positions will be posted soon. The common date evaluation process has been successfully completed. One manager/supervisor evaluation was one payroll late and there is still one manager/supervisor evaluation to be processed.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 8:00 pm.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on April 1, 2021 and approved April 15, 2021.

Tara Berreth/City Clerk

John Olivarri/Mayor

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

Bills Paid Prior to Board Meeting	\$	97,674.09
Payroll Paid Prior to Board Meeting	\$	117,164.32
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Dierbergs	\$	-
TIF Transfer Prewitt's Pt	\$	-
Bills Pending Board Approval	\$	174,772.68
Total Expenses	\$	389,611.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,561.58
		INTERNAL REVENUE SERVICE	Fed WH	10,699.94
			FICA	6,489.24
			Medicare	1,517.63
		ICMA	Loan Repayment	275.00
			Loan Repayment	100.00
			Loan Repayment	216.20
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	80.59
			Loan Repayment	175.08
			Loan Repayment	216.93
			Loan Repayment	280.32
			Retirement 457 &	1,352.36
			Retirement 457	750.00
			Loan Repayments	31.72
			Loan Repayments	240.84
			Loan Repayments	66.21
			Loan Repayments	156.21
			Loan Repayments	247.78
			Loan Repayments	90.93
			Loan Repayments	113.03
			Loan Repayments	47.57
			Retirement Roth IRA %	44.34
			Retirement Roth IRA	285.00
		ONE TIME VENDOR	Bond Refund:190049226-01	102.50
			BOND REFUND	<u>130.00</u>
			TOTAL:	27,786.28
Mayor & Board	General Fund	THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	2.75
		BANKCARD SERVICES	MML LODGING- CITY	123.62
		PROVIDENCE BANK	PLANT- M. SCHWENN	47.62
			FLOWERS- S. WRIGHT NEW BAB	<u>56.36</u>
			TOTAL:	230.35
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	567.10
			Medicare	132.63
		ICMA	Retirement 401%	91.47
			Retirement 401	548.81
		THE PITNEY BOWES BANK INC	CITY ADMIN POSTAGE	10.11
		PROVIDENCE BANK	ICMA 2021 MEMBRSH- J. WOO	<u>129.00</u>
			TOTAL:	1,479.12
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	175.53
			Medicare	41.05
		ICMA	Retirement 401%	28.31
			Retirement 401	169.86
		AMERICAN MICRO COMPANY	2021 ANNUAL ARCHIVE RETENT	84.00
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	<u>138.93</u>
			TOTAL:	637.68
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	566.64
			Medicare	132.51
		ICMA	Retirement 401%	91.40
			Retirement 401	548.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE PITNEY BOWES BANK INC	FINANCE POSTAGE	<u>33.54</u>
			TOTAL:	1,372.46
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	89.93
			Medicare	21.03
		THE PITNEY BOWES BANK INC	MUNICIPAL POSTAGE	<u>59.76</u>
			TOTAL:	170.72
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	360.49
			Medicare	84.31
		ICMA	Retirement 401%	58.14
			Retirement 401	348.86
		THE PITNEY BOWES BANK INC	CITY ATTN POSTAGE	<u>3.74</u>
			TOTAL:	855.54
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	327.47
			Medicare	76.58
		ICMA	Retirement 401%	36.29
			Retirement 401	316.90
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	23.24
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	74.90
		PROVIDENCE BANK	CODE ENFORCEMENT- R. WHITE	10.00
			WORK BOOTS- J. JOHNS	<u>149.99</u>
			TOTAL:	1,015.37
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/15-3/16/21	10.49
			CITY HALL SVC 2/15-3/16/21	3,168.65
		ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	182.92
		INTERNAL REVENUE SERVICE	FICA	47.41
			Medicare	11.09
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 2/15-3/15/21	206.07
		SHANNON D PAINTER	CITY HALL JANITORIAL SERVI	<u>1,470.00</u>
			TOTAL:	5,096.63
Parks	General Fund	WALMART COMMUNITY/SYNCB	TOTES & CART	54.24
		ALLIED SERVICES LLC	PARK TRASH SERVICE	129.59
		INTERNAL REVENUE SERVICE	FICA	392.53
			Medicare	91.80
		ICMA	Retirement 401%	34.14
			Retirement 401	298.97
		CARD SERVICES 0248	HITTING MATS	209.98
			DIESEL FUEL PUMP PARTS	160.00
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.23
		MODOR: DIV OF ALCOHOL & TOBACCO CONTRO	PARK LIQUOR LICENSE RENEWA	50.00
		AMEREN MISSOURI	HATCHERY RD SIGN 2/15-3/16	59.80
			CP MAINT BLDG 2/17-3/18/21	168.89
			CP #2 DISPLAY C 2/15-3/16/	10.49
			CP SOCCER FIELDS 2/17-3/18	60.37
			CP #2 DISPLAY D 2/15-3/16/	10.49
			CP BALL FIELDS 2/17-3/18/2	1,019.18
			CP #2 DISPLAY B 2/16-3/18/	10.49
			CP #2 DISPLAY A 2/17-3/18/	10.49
			CP #2 IRRIG PUMP 2/15-3/17	10.49
		THE PITNEY BOWES BANK INC	PARK POSTAGE	15.84
		PROVIDENCE BANK	CEILING FAN	<u>278.00</u>
			TOTAL:	3,122.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	General Fund	CITY OF OSAGE BEACH	SERVICE AWARD GIFT CARDS	215.26
			FICA	157.66
		ICMA	Medicare	36.87
			Retirement 401%	25.43
			Retirement 401	152.57
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	32.50
			PIZZA FOR PW DURING SNOW	105.25
			TOTAL:	725.54
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC 3/5/21	1,115.81
		THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	60.01
			TOTAL:	1,175.82
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,562.80
			Medicare	599.35
		ICMA	Retirement 401%	315.60
			Retirement 401	2,480.13
			POLICE POSTAGE	76.95
		THE PITNEY BOWES BANK INC	IACP 2021 MEMBRSH- M. O'D	210.00
			FBINAA NATIONAL DUES	110.00
		PROVIDENCE BANK	IAPE 2021 MEMBRSH- G. KIN	50.00
			TOTAL:	6,404.83
911 Center	General Fund	AT & T/CITY HALL	911 LINE 3/5/21	235.00
			FICA	757.86
		ICMA	Medicare	177.25
			Retirement 401%	113.80
			Retirement 401	682.85
			TOTAL:	1,966.76
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	217.38
			Medicare	50.84
		ICMA	Retirement 401%	35.07
			Retirement 401	210.37
			PLANNING POSTAGE	77.95
		THE PITNEY BOWES BANK INC	TOTAL:	591.61
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	127.37
			Medicare	29.79
		ICMA	Retirement 401%	0.32
			Retirement 401	123.26
			ENG DEPT CELL PHONES	54.29
		AT&T MOBILITY-CELLS	ENGINEERING POSTAGE	1.02
		THE PITNEY BOWES BANK INC	TRAFFIC COUNTER SUPPLIES	251.00
		PROVIDENCE BANK	TOTAL:	587.05
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	139.08
			Medicare	32.53
		ICMA	Retirement 401%	22.43
			Retirement 401	134.60
			LCF INTERNET 3/11/21	1,253.44
		AT&T INTERNET/IP SERVICES	PARKS INTERNET 3/11/21	840.77
			GG INTERNET 3/11/21	776.28
			CITY HALL INTERNET 3/19/21	1,684.69
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	3.59
			IT POSTAGE	1.02
		THE PITNEY BOWES BANK INC		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PROVIDENCE BANK	RESTREAM INC	490.00
			TOTAL:	5,378.43
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	222.22
		INTERNAL REVENUE SERVICE	Fed WH	722.79
			FICA	649.83
			Medicare	151.98
		ICMA	Retirement 457 &	385.19
			Retirement 457	50.30
			Retirement Roth IRA	15.30
			TOTAL:	2,197.61
Transportation	Transportation	WALMART COMMUNITY/SYNCB	GLOVES	6.59
			LABEL MAKER & REFILL TAPE	7.19
		ALLIED SERVICES LLC	TRANS TRASH SERVICE	48.89
		INTERNAL REVENUE SERVICE	FICA	649.83
			Medicare	151.98
		ICMA	Retirement 401%	70.28
			Retirement 401	592.58
		CARD SERVICES 0248	BOOTS- R. LONG	94.99
			GREASE CASE, BRADS, FLOODL	58.87
			BRUSH KILLER	33.98
			BRUSH KILLER	27.98
			PLIERS	14.99
			BOOTS- PATTERSON & MERICAL	264.98
		AMEREN MISSOURI	792 PASSOVER LTS 2/15-3/16	69.27
			1095 MACE RD LTS 2/15-3/16	18.72
			1075 NICHOLS LTS 2/16-3/17	177.93
			872 PASSOVER LTS 2/15-3/16	83.91
			MACE RD RNDABT 2/15-3/16/2	36.92
			680 PASSOVER LTG 2/15-3/16	56.22
			5757 CHAPEL SVC 2/16-3/17/	781.20
		THE PITNEY BOWES BANK INC	TRANSPORTATION POSTAGE	21.26
		SHANNON D PAINTER	PW-TRANS JANITORIAL SERVIC	287.78
		PROVIDENCE BANK	TAIL WHEEL ASSEMBLY	329.99
			TOTAL:	3,886.33
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	322.10
		INTERNAL REVENUE SERVICE	Fed WH	881.12
			FICA	627.90
			Medicare	146.85
		ICMA	Retirement 457 &	294.33
			Retirement 457	14.85
			Loan Repayments	48.14
			Retirement Roth IRA	14.85
			TOTAL:	2,350.14
Water	Water Fund	WALMART COMMUNITY/SYNCB	SPRAY PAINT	7.92
			GLOVES	6.59
			LABEL MAKER & REFILL TAPE	7.18
		ALLIED SERVICES LLC	WATER TRASH SERVICE	48.89
		GOEHRI, GEORGE	APR INSURANCE PREMIUM	52.50
		INTERNAL REVENUE SERVICE	FICA	627.90
			Medicare	146.86
		POSTMASTER	APR 2021 UTILITY BILL POST	420.00
		ICMA	Retirement 401%	79.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	607.65
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	55.46
		AMEREN MISSOURI	PARKVIEW WELL 2/15-3/16/21	12.75
			COLUMBIA WELL 2/15-3/16/21	2,126.80
			COLUMBIA CLG WELL 2/15-3/1	427.67
		THE PITNEY BOWES BANK INC	WATER POSTAGE	89.96
		SHANNON D PAINTER	PW-WATER JANITORIAL SERVIC	287.78
		PROVIDENCE BANK	WTR TRTMNT CERT 15118	46.25
			WTR TRTMNT CERT 15120	46.25
			TOTAL:	5,098.27
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #41636701	240.92
			Caswe #31647687	283.85
		MO DEPT OF REVENUE	State Withholding	239.10
		INTERNAL REVENUE SERVICE	Fed WH	598.42
			FICA	572.62
			Medicare	133.91
		ICMA	Retirment 457 &	117.82
			Retirement 457	14.85
			Loan Repayments	48.14
			Retirement Roth IRA	14.85
			TOTAL:	2,264.48
Sewer	Sewer Fund	WALMART COMMUNITY/SYNCB	SPRAY PAINT	7.92
			GLOVES	6.59
			LABEL MAKER & REFILL TAPE	7.18
		ALLIED SERVICES LLC	SEWER TRASH SERVICE	48.88
		INTERNAL REVENUE SERVICE	FICA	572.61
			Medicare	133.90
		POSTMASTER	APR 2021 UTILITY BILL POST	420.00
		ICMA	Retirement 401%	77.11
			Retirement 401	462.69
		CARD SERVICES 0248	BOOTS- TOLER & FINNELL	239.98
			BIBS- TOLER & FINNELL	139.98
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	64.44
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,517.55
			1150 HWY KK 2/14-3/15/21	26.63
			1117 OB RD G/P 2/14-3/15/2	12.27
			798 MANOR G/P 2/15-3/16/21	11.58
			4631 WINDSOR G/P 2/15-3/16	14.44
			500 ST MORITZ S/P 2/18-3/2	16.97
			5757 CHAPEL L/S 2/16-3/17/	13.02
			HAWTHORN DR L/S 2/24-3/25/	42.65
			253 W END CIR G/S TEMP SVC	255.00
			5676 ROCKWOOD L/S 2/24-3/2	11.75
			696 PASSOVER G/P 2/15-3/16	10.74
			1089 OB RD L/S 2/15-3/16/2	10.74
			1092 PROCTER G/P 2/14-3/15	19.27
			5707 OB PKWY 2/15-3/16/21	11.75
			GRINDER PUMPS & LIFT STATI	3,145.43
			GRINDER PUMPS & LIFT STATI	4,835.46
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	104.12
		SHANNON D PAINTER	PW-SEWER JANITORIAL SERVIC	287.77
		ROBINETT, CALEB	MILEAGE REIMB 3/27-4/2/21	17.36
		WILBER, ZACHARY	MILEAGE REIMB 3/13-3/19/21	51.52
			MILEAGE REIMB 3/20-3/26/21	77.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				13,674.58
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	402.00
		INTERNAL REVENUE SERVICE	Fed WH	1,042.76
			FICA	807.24
			Medicare	188.79
		ICMA	Loan Repayment	134.33
			Loan Repayment	57.56
			Retirement 457 &	140.93
TOTAL:				2,773.61
Ambulance	Ambulance Fund	WALMART COMMUNITY/SYNCB	CAR WASH & TRASH BAGS	33.56
		INTERNAL REVENUE SERVICE	FICA	807.24
			Medicare	188.79
		ICMA	Retirement 401%	89.49
			Retirement 401	680.22
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	1.02
		PROVIDENCE BANK	MASKS- AMBULANCE	129.38
TOTAL:				1,929.70
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	61.80
		INTERNAL REVENUE SERVICE	Fed WH	176.40
			FICA	303.69
			Medicare	71.02
		ICMA	Retirement 457 &	10.21
			Retirement 457	89.00
			Loan Repayments	74.35
			Loan Repayments	30.39
TOTAL:				816.86
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/SYNCB	SUNSCREEN	12.57
		ALLIED SERVICES LLC	LCF TRASH SERVICE	47.42
		AMEREN MISSOURI	LCF RD WELL 2/9-3/11/21	10.49
			KAISER TERMINAL BLDG 2/9-3	246.65
			LCF HANGAR 2/9-3/11/21	92.86
			LCF NEW AP HANGAR 2/9-3/11	137.54
		INTERNAL REVENUE SERVICE	FICA	303.69
			Medicare	71.02
		ICMA	Retirement 401%	35.96
			Retirement 401	277.72
		DISH NETWORK	SERV 3/29-4/28/21	84.56
		THE PITNEY BOWES BANK INC	LCF POSTAGE	22.22
		SHANNON D PAINTER	LCF JANITORIAL SERVICES	219.38
		HYLITE LED LLC	LED BULBS	519.96
TOTAL:				2,082.04
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	47.20
		INTERNAL REVENUE SERVICE	Fed WH	103.16
			FICA	203.23
			Medicare	47.53
		ICMA	Retirement 457 &	10.37
			Retirement 457	30.00
TOTAL:				441.49
Grand Glaize Airport	Grand Glaize Airpo	ALLIED SERVICES LLC	GG TRASH SERVICE	47.42
		INTERNAL REVENUE SERVICE	FICA	203.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Medicare	47.53
			Retirement 401%	19.76
			Retirement 401	196.68
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 3/16-4/15/21	96.31
		THE PITNEY BOWES BANK INC	GG POSTAGE	9.27
		SHANNON D PAINTER	GG JANITORIAL SERVICES	430.62
		HYLITE LED LLC	LED BULBS	<u>511.96</u>
			TOTAL:	1,562.78

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

10	General Fund	58,596.20
20	Transportation	6,083.94
30	Water Fund	7,448.41
35	Sewer Fund	15,939.06
40	Ambulance Fund	4,703.31
45	Lee C. Fine Airport Fund	2,898.90
47	Grand Glaize Airport Fund	2,004.27

 GRAND TOTAL: 97,674.09

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	SUN BADGE CO	BADGE REPAIR- B. O'STEEN	63.00
			TOTAL:	63.00
City Administrator	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- M. WELTY	39.50
			TOTAL:	39.50
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	FOLDERS & RUBBER BANDS	22.04
		GENERAL CODE LLC	CODE BOOK CODIFICATIONS	1,487.37
			TOTAL:	1,509.41
Municipal Court	General Fund	SMITH, GARY L	MARCH MUNICIPAL JUDGE SERV	881.58
			TOTAL:	881.58
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	118.40
			WATER COOLER RENTAL	38.51
		AB PEST CONTROL INC	CH PEST CONTROL	85.00
		CINTAS CORPORATION	CH FLOOR MATS	69.55
		STAPLES BUSINESS ADVANTAGE	CUPS, SPOONS, KNIVES	88.26
			WALL FILES	115.80
			PAPER TOWELS, PLATES, NAPK	120.08
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	418.39
			HVAC SYSTEM MAINTENANCE	734.75
		ONE TIME VENDOR ASHLEY CARPET CLEANING	CARPET CLEANING @ CITY HAL	250.00
			TOTAL:	2,038.74
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	2,195.38
		FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS	142.00
		ADVANCED TURF SOLUTIONS INC	BASES & RUBBERS W/ ANCHORS	845.74
		RAPID SIGNS	WHITE ARROW DECAL- PARKS	28.50
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER- PARKS	12.47
			MOTOR OIL- PARKS	38.97
			FILTER WRENCH & SHOP TOWEL	23.95
			SPRAY LUBRICANT-PARKS	10.48
		DAM STEEL SUPPLY	BATTING CAGE REPAIR	22.80
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHNG, ALTERNATOR- P2	396.09
		BEACON ATHLETICS LLC	BASES & ANCHORS	1,078.00
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	666.10
			BEER FOR CONCESSIONS	633.80
			BEER RETURN	50.00
		CENTRAL MO EXCAVATION	FRZN WTR LINE RPR- HATCHER	1,825.67
		N KOHL GROCER COMPANY	CONCESSION & PARK SUPPLIES	1,584.25
		BRYAN ROCK PRODUCTS INC	INFIELD MATERIAL- PEANICK	4,839.27
			TOTAL:	14,293.47
Police	General Fund	PURCELL TIRE & RUBBER CO	RIGHT REAR FLT REPAIR- PD	21.40
			FLAT TIRE REPAIRS- PD 32	42.80
		MO POLICE CHIEFS ASSC	2021 CHIEFS SUMMER CONFERE	1,050.00
		HEDRICK MOTIV WERKS LLC	BUCKLE ASSEMBLY- PD 24	183.70
			BTRY, ALTRNTR- 2007 CHRYS	107.14
		STAPLES BUSINESS ADVANTAGE	FOLDER LABELS, PAPER, USB	76.69
			HIGHLIGHTERS	7.39
			TOTAL:	1,489.12
911 Center	General Fund	STAPLES BUSINESS ADVANTAGE	SWIFFER DUSTER	14.58
			SWIFFER DUSTER	8.56
			TOTAL:	23.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Engineering	General Fund	DLT SOLUTIONS LLC	AUTODESK SUPPRT 5/15/21-5/	<u>3,356.10</u>
			TOTAL:	3,356.10
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	APRIL MANAGED SERVICES	<u>6,164.50</u>
			TOTAL:	6,164.50
Transportation	Transportation	MOTOR HUT INC	BLADES	43.74
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.67
		CROWN POWER & EQUIPMENT	MATERIALS FOR TRCTR & BACK	380.88
			KEYS- SKID STEERS & EXCAVA	58.86
		SHERWIN-WILLIAMS	PAINT FOR WINN RD	245.70
		ATR LIGHTING ENTERPRISES INC	STREET LIGHT BULBS	66.84
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	116.76
			TRANS DEPT FLOOR MATS	5.02
			TRANS DEPT UNIFORMS	119.36
			TRANS DEPT FLOOR MATS	5.02
			TRANS DEPT UNIFORMS	113.53
			TRANS DEPT FLOOR MATS	5.96
			TRANS DEPT UNIFORMS	111.87
			TRANS DEPT FLOOR MATS	5.96
		MEYER ELECTRIC CO INC	SVC CALL- OUTLET MALL ENTR	450.00
		DELTA GASES INC	WELDING MATERIALS	12.50
		AMAZON CAPITAL SERVICES INC	MAGNETIC BLADE BALANCER	79.90
		TRACKER SOFTWARE CORPORATION dba PUBWO	ANN SUPP/FEE 4/2021-3/2022	1,397.34
		IBERIA TIRE & AUTO INC	BATTERY- TRK 57	<u>94.82</u>
			TOTAL:	3,325.73
Water	Water Fund	RP LUMBER INC	LOCATE PAINT	13.98
			LOCATE PAINT	13.98
		FASTENAL CO	NUTS & BOLTS- LARGE REGULA	158.60
			NUTS & BOLTS- LRG MTR REPA	41.00
		HACH CO	FLUORIDE TESTERS	793.76
		O'REILLY AUTOMOTIVE STORES INC	BACKUP ALARM & TOGGLE- TRK	35.33
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.67
		CORE & MAIN LP	PARTS FOR INDIAN PNT WTR L	85.10
			LOCATE PAINT	105.60
			PVC- LEAK ON SHOOTOUT	667.10
			FLANGES- MTR @ HIGH SCHOOL	17.90
			FLANGE SET- HOLIDAY SHORES	254.88
			SUPPLIES- CED 2" WATER LIN	125.27
			VALVE BOX LID- CED WTR LN	35.97
			DECHLORINATION TABLETS	296.00
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR- TRK 58	20.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	84.80
			WATER DEPT FLOOR MATS	5.02
			WATER DEPT UNIFORMS	83.32
			WATER DEPT FLOOR MATS	5.02
			WATER DEPT UNIFORMS	176.96
			WATER DEPT FLOOR MATS	5.96
			WATER DEPT UNIFORMS	76.96
			WATER DEPT FLOOR MATS	5.96
		SIDENER ENVIRONMENTAL SERVICES INC	FLOURIDE MIXES FOR NEW PRO	98.17
		AMAZON CAPITAL SERVICES INC	BOOTS- C. DEVORE	161.42
		TRACKER SOFTWARE CORPORATION dba PUBWO	ANN SUPP/FEE 4/2021-3/2022	<u>1,397.33</u>
			TOTAL:	4,777.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Sewer	Sewer Fund	PLUMB SUPPLY CO	PVC, COUPLINGS & BUSHING-S	22.41
		MUNICIPAL EQUIPMENT CO	SEWER ELECTRICAL PARTS	35,157.38
			GRINDER PUMPS- INVNTY RPL	92,766.50
		PRAIRIEFIRE COFFEE & ROASTERS	PW WATER COOLER RENTAL	11.66
		CORE & MAIN LP	PVC BACKWATER SEWER VALVE	69.98
			GLUE & PVC- MACE RD L/S 10	23.12
			SEWER PARTS- OSAGE INN	135.25
			MTR BOX & ADPT RING- OSAGE	183.28
			METER BOX- OSAGE VILLAGE	78.18
			ROUND POINT SHOVEL	109.66
			SEWER PARTS	34.66
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	65.28
			SEWER DEPT FLOOR MATS	5.02
			SEWER DEPT UNIFORMS	65.81
			SEWER DEPT FLOOR MATS	5.02
			SEWER DEPT UNIFORMS	214.33
			SEWER DEPT FLOOR MATS	5.96
			SEWER DEPT UNIFORMS	98.87
			SEWER DEPT FLOOR MATS	5.97
		TRACKER SOFTWARE CORPORATION dba PUBWO	ANN SUPP/FEE 4/2021-3/2022	1,397.33
			TOTAL:	130,455.67
Ambulance	Ambulance Fund	PURCELL TIRE & RUBBER CO	TIRES & WHEEL BALANCE- M8	1,664.40
		HI-TECH AUTO BODY INC	TIRE SERVICE- AMBULANCE	75.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	319.95
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- T. RUDAT	39.50
		JC MATTRESS FACTORY	MATTRESSES- AMBULANCE	1,400.00
		STAPLES BUSINESS ADVANTAGE	TONER	68.96
		DOUGLAS G WILSON DO PC	MARCH MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	334.02
			MEDICAL SUPPLIES	27.92
			MEDICAL SUPPLIES	35.63
			TOTAL:	4,965.38
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	LCF DYED DIESEL	365.27
			LCF UNLEADED GAS	811.71
		LAKELAND OIL CO LLC	PHILLIPS X COUNTRY	83.31
		O'REILLY AUTOMOTIVE STORES INC	BATTERY & CLNR KIT- F650	129.99
			TOTAL:	1,390.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			29,858.56
20	Transportation			3,325.73
30	Water Fund			4,777.06
35	Sewer Fund			130,455.67
40	Ambulance Fund			4,965.38
45	Lee C. Fine Airport Fund			1,390.28

GRAND TOTAL:				174,772.68

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: April 5, 2021

Agenda Item:

Bill 21-13 Rezoning Case 413, Duenke Real Estate, LLC. is requesting a rezoning of property currently zoned R-1b (Single Family) to C-1 (General Commercial).
Second Reading

Requested Action:

Second Reading of Bill #21-13

Ordinance Referenced for Action:

Board of Aldermen approval required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See attached Report and exhibits

The Planning Commission reviewed the request at their meeting on March 9, 2021 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-13 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on April 1, 2021.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 6.95 ACRES AS DESCRIBED IN REZONING CASE NO. 413.

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

Section 1. That the real estate, generally described as 6.95 acres and contained in the legal description contained in Exhibit A attached hereto is rezoned from a R-1b (Single Family) to C-1 (General Commercial.)

See Exhibit A: Property Boundary Description.

Section 2. That the development as described herein and referred to as Case 413 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME: April 1, 2021

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.13 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 21.13.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Exhibit A

Land Description

A Tract of land lying in part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"Commencing at an axle at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 21, run South 18 degrees 55 minutes 04 seconds West a distance of 395.63 feet to an iron pin at the intersection of the east right-of-way of 40 foot wide El Terra Road and the south right of-way of 40 foot wide Swiss Village Road for the POINT OF BEGINNING, thence along and with the right-of-way of said Swiss Village Road the following eight (8) bearings and distances: (1) North 57 degrees 21 minutes 10 seconds East a distance of 41.93 feet to an iron pin, (2) North 64 degrees 08 minutes 53 seconds East a distance of 104.53 feet to another iron pin, (3) North 71 degrees 48 minutes 36 seconds East (previous deed = North 70 degrees 25 minutes East) a distance of 149.72 feet to another iron pin, (4) North 89 degrees 43 minutes 19 seconds East (previous deed = North 89 degrees 00 minutes East) a distance of 95.24 feet to another iron pin, (5) South 53 degrees 13 minutes 15 seconds East (previous deed = South 54 degrees 30 minutes East) a distance of 73.18 feet to another iron pin, (6) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 236.03 feet to another iron pin, (7) thence along a 190 degree 59 minute 09 second degree curve to the left with a radius of 30.00 feet a distance of 94.25 feet having a chord bearing of South 52 degrees 51 minutes 34 seconds East and a chord distance of 60.00 feet to another iron pin and (8) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 78.29 feet to another iron pin on the west right-of-way of U.S. Highway 54; thence departing the said right-of-way of Swiss Village Road and run along and with the said west right-of-way of U.S. Highway 54, South 05 degrees 57 minutes 46 seconds East a distance of 329.72 feet to an existing iron pin 150 feet right of U.S. Highway 54 station 344+00; thence continue along said right-of-way, South 24 degrees 19 minutes 42 seconds East a distance of 109.00 feet to another existing iron pin 120 feet right of U.S. Highway 54 station 345+01.22 feet; thence departing the said right-of-way, South 71 degrees 37 minutes 17 seconds West a distance of 155.48 feet (previous deed = South 71 degrees 41 minutes 54 seconds West a distance of 155.42 feet) to an iron pin on the east right-of-way of El Terra Road; thence along and with the said right-of-way the following three (3) bearings and distances: (1) along a 06 degree 59 minute 14 second degree curve to the left with a radius of 820.00 feet an arc length of 206.45 feet, a chord bearing of North 45 degrees 52 minutes 01 second West and a chord distance of 205.91 feet, (2) thence departing the said curve, North 53 degrees 04 minutes 46 seconds West a distance of 426.32 feet to an 11 degree 56 minute 12 second degree curve to the right with a radius of 480.00 feet and (3) along and with the said curve in a northerly direction a distance of 289.53 feet returning to the Point of Beginning."

Containing 6.95 Acres

Subject to any right-of-ways, restrictions, reservations, condition easements and exceptions

**PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION**

Date:	March 9, 2021	Case Number:	413
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Applicant: Duenke Real Estate, LLC

Location: +/- 2,500 feet south of Hwy KK Traffic Circle on El Terra Road.

Petition: Rezoning from R-1b (Single Family) to C-1 (General Commercial)

Existing Use: Vacant

Existing Zoning: R-1b (Single Family)

Tract Size: 6.95 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial	Vacant Commercial
<u>South:</u>	C-1 and R-1b	Vacant Commercial/ Residential
<u>East:</u>	N/A	Hwy 54 Corridor
<u>West:</u>	R-1b Residential	Vacant Residential

**The Osage Beach Comprehensive Plan
Designates this area as appropriate for:** Commercial

<u>Rezoning History</u>	<u>Date</u>
--------------------------------	--------------------

None

Utilities

<u>Water:</u>	City	<u>Gas:</u>	Summit Gas
<u>Electricity:</u>	Ameren UE	<u>Sewer:</u>	City

Access: Property derives access via El Terra Road

Analysis:

1. The applicant is the owner of the 6.95-acre parcel in question. The parcel is currently zoned R-1b. It was zoned R-1b with the initial zoning of the community in the early 1980's.
2. The property is adjacent to Hwy 54. The properties in close proximity to the expressway tend to develop in a commercial pattern as residential development is not typically suitable on a property that is highly impacted by the conditions surrounding a major highway. Clearly this property finds itself in a much different situation that it previously experienced prior to the construction of the 54 Expressway.
3. Currently the subject property is a vacant piece of frontage property that is contiguous other commercial tracts that extend to the Highway KK corridor.

Department Comments and Recommendations:

The subject property is a tract that is contiguous to the Highway 54 ROW in an area that has several properties that are candidates to be rezoned. Obviously, this tract is not an appropriate property on which to locate a single family residence. The activity that takes place this close to a major highway dictates that the subject property should be appropriately zoned for a use that is more compatible to the surroundings. **With this in mind the Planning Department would recommend approval of this request.**



Date Received: 2/18/21
Case #: 413

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: DWENKE REAL ESTATE HOLDINGS LLC Phone: 318-1758
Address: 1026-9 PALISADES BLVD City: OSAGE BEACH State: MO. Zip: 65065
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:
2. Name of landowner's representative, if different from above: MATT DWENKE Phone: 318-1758
Address: AS ABOVE City: State: Zip:
3. All correspondence relative to this application should be directed to whom? MATT DWENKE
Address: AS ABOVE City: State Zip:
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): CEDAR HILL SUBDIVISION NW 1/4 SEC 21 TWP 39 N R 16 W
Address: City: OSAGE BEACH State: MO Zip: 65065
5. Do you have a specific use proposed for this property? ☐ Yes ☒ No
Explain all uses: WE HAVE A CONTRACT ON ONE OF THE TWO LOTS THE BUYERS INTENT IS TO CONSTRUCT A PERSONAL USE SHOP
6. Area of property in square feet or acres: 6.95 ACRES
7. Current zoning classification: R-1B
8. Sources of utilities: Water: OSAGE BEACH Gas: Sewer: OSAGE BEACH Electric: AMEREN
9. Proposed zoning classification: C-1
10. How long have you owned this property? 1970's
11. Current use of property (describe all improvements): VACANT LAND
12. Current use of all property adjacent to subject property: North: RESIDENTIAL
South: VACANT LAND East: Highway 54 West: VACANT LAND

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

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

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

IT IS OUTSIDE City Limits

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

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

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

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

THESE TWO LOTS WILL HAVE MINIMAL INFRASTRUCTURE IMPACT

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

I DO NOT BELIEVE THE REZONING WILL AFFECT ADJACENT PROPERTIES

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

Notary Information

State of Missouri }
County of Camden } ss

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

[Signature]
Signature Owner/Applicant:

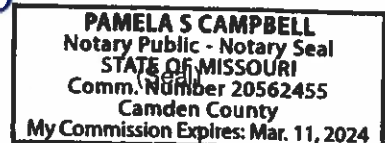
2/18/2021
Date:

Subscribed and sworn to before me on this 18th day of FEBRUARY, 2021.

Pamela A Campbell
Notary Public:

3-11-2024
My Commission Expires:

Person Accepting this Application:



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

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

DUENKE REAL ESTATE HOLDINGS LLC.

City of Osage Beach
Planning Commission
1000 City Pkwy
Osage Beach, Mo. 65065

2/18/2021

Planning Commission Members,

Duenke Real Estate Holdings LLC. is hereby requesting a zoning change for our 6.95-acre parcel located near Burton Duenke lane and Swiss Village road. The property is currently zoned R-1B and we are requesting a change to C-1. Over our many decades of owning this property we have never seen this parcels potential as a residential development due to the challenging topography of the Southern 2/3rds of the acreage. Our analysis has determined it would be financially unfeasible to grade the acreage to allow for multiple residential lots and has become clear to us that the cost to fully develop the site would exceed a reasonable lot sale price for the number of lots that could potentially be produced.

With the opening of the 54 expressway and the resulting visibility from "new" Hwy 54 we feel the parcels nature has changed to allow for a small commercial development site. We foresee a single "destination" end user for each of the two tracts in Cedar Hill Subdivision with the majority of the property remaining in its current wooded state.

Thank you for your consideration of this request.

Regards,



Matthew Duenke
Senior Board Member

1026-9 Palisades Boulevard • Osage Beach, Missouri 65065
(573) 348-1758 • (573) 348-0093 Fax
www.Duenke.biz

Land Description

A Tract of land lying in part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

"Commencing at an axle at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 21, run South 18 degrees 55 minutes 04 seconds West a distance of 395.63 feet to an iron pin at the intersection of the east right-of-way of 40 foot wide El Terra Road and the south right-of-way of 40 foot wide Swiss Village Road for the POINT OF BEGINNING; thence along and with the right-of-way of said Swiss Village Road the following eight (8) bearings and distances: (1) North 57 degrees 21 minutes 10 seconds East a distance of 41.93 feet to an iron pin, (2) North 64 degrees 08 minutes 53 seconds East a distance of 104.53 feet to another iron pin, (3) North 71 degrees 48 minutes 36 seconds East (previous deed = North 70 degrees 25 minutes East) a distance of 149.72 feet to another iron pin, (4) North 89 degrees 43 minutes 19 seconds East (previous deed = North 89 degrees 00 minutes East) a distance of 95.24 feet to another iron pin, (5) South 53 degrees 13 minutes 15 seconds East (previous deed = South 54 degrees 30 minutes East) a distance of 73.18 feet to another iron pin, (6) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 236.03 feet to another iron pin, (7) thence along a 190 degree 59 minute 09 second degree curve to the left with a radius of 30.00 feet a distance of 94.25 feet having a chord bearing of South 52 degrees 51 minutes 34 seconds East and a chord distance of 60.00 feet to another iron pin and (8) South 52 degrees 51 minutes 34 seconds East (previous deed = South 53 degrees 30 minutes East) a distance of 78.29 feet to another iron pin on the west right-of-way of U.S. Highway 54; thence departing the said right-of-way of Swiss Village Road and run along and with the said west right-of-way of U.S. Highway 54, South 05 degrees 57 minutes 46 seconds East a distance of 329.72 feet to an existing iron pin 150 feet right of U.S. Highway 54 station 344+00; thence continue along said right-of-way, South 24 degrees 19 minutes 42 seconds East a distance of 109.00 feet to another existing iron pin 120 feet right of U.S. Highway 54 station 345+01.22 feet; thence departing the said right-of-way, South 71 degrees 37 minutes 17 seconds West a distance of 155.48 feet (previous deed = South 71 degrees 41 minutes 54 seconds West a distance of 155.42 feet) to an iron pin on the east right-of-way of El Terra Road; thence along and with the said right-of-way the following three (3) bearings and distances: (1) along a 06 degree 59 minute 14 second degree curve to the left with a radius of 820.00 feet, an arc length of 206.45 feet, a chord bearing of North 45 degrees 52 minutes 01 second West and a chord distance of 205.91 feet, (2) thence departing the said curve, North 53 degrees 04 minutes 46 seconds West a distance of 426.32 feet to an 11 degree 56 minute 12 second degree curve to the right with a radius of 480.00 feet and (3) along and with the said curve in a northerly direction a distance of 289.53 feet returning to the Point of Beginning."

Containing 6.95 Acres

Subject to any right-of-ways, restrictions, reservations, condition easements and exceptions of record.

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of Matt Duenke, did survey and monument CEDAR HILL SUBDIVISION, a tract of land in Section 16, Township 39 North, Range 16 West, Camden County, Missouri. The attached plat is a representation of said survey. The survey was performed in accordance with the requirements of the standards for property boundary surveys

CEDAR HILL

duenke_matt\highway kk 16-39-16 subdivision topo\17053.dwg





Rezoning Case 413 Location Map

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner
Date Submitted: April 5, 2021

Agenda Item:

Bill 20-14 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Valley View Drive. *Second Reading*

Requested Action:

Second Reading of Bill #20-14

Ordinance Referenced for Action:

State Statute 88.673 requires Board of Aldermen approval on the Vacation of Public Right of Way.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

See the attached documents.

The Planning Department recommended approval of the subject vacation to the Planning Commission at their meeting on March 9, 2021 and they forward it to the Board of Aldermen with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-14 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on April 1, 2021.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, VACATING A PORTION OF THE RIGHT OF WAY FOR THE CITY STREET FORMERLY KNOWN AS VALLEY VIEW DRIVE.

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

Section 1. That the Board of Aldermen of the City of Osage Beach, do hereby find and declare that a petition was filed with the City Planner of the City of Osage Beach from Andrew and Jessica Prewitt requesting that the portion of the road described as follows be vacated:

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at an existing 1-1/2 pipe marking the southwest corner of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running South 89 degrees 59 minutes 00 seconds East along and with the south line of the said east half a distance of 1,208.71 feet to a point located on the westerly right-of-way of Osage Beach Parkway South; thence departing the said south line along and with the said westerly right-of-way the following two (2) bearings and distances: (1) North 31 degrees 08 minutes 23 seconds East a distance of 5.65 feet to an existing right-of-way marker marking Sta. 59+96.24 25 feet right and marking the P.C. of a 05 degree 42 minute 37 second degree curve to the right having a radius of 1,003.90 feet and (2) thence along and with the said curve in a northeasterly direction a distance of 5.28 feet to a point located on the southerly right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, for the POINT OF BEGINNING: thence departing the said westerly right-of-way along and with the said southerly right-of-way the following three (3) bearings and distances: (1) North 59 degrees 55 minutes 14 seconds West a distance of 25.11 feet, (2) North 30 degree 04 minutes 46 second East a distance of 10.00 feet to the P.C. of a 44 degree 26 minute 15 second degree curve to the right having a radius of 128.94 feet and (3) thence along and with the said curve in a northwesterly direction a distance of 102.23 feet, said curve having a chord bearing and distance of North 37 degrees 12 minutes 23 seconds West 99.57 feet; thence departing the said southerly right-of-way North 31 degrees 54 minutes 02 seconds East a distance of 30.44 feet to a point located on the centerline of said Valley View Drive, located on a 52 degree 35 minute 46 second degree curve (record plat = 52 degree 36 minute curve and 108.9 feet) to the left having a radius of 108.94 feet ; thence along and with the said centerline the following two (2) bearings and distances: (1) thence along and with the said curve in a southeasterly direction a distance of 107.50 feet to the P.T. of the said curve, said curve having a chord bearing and distance of South 31 degrees 39 minutes 00 seconds East 103.19 feet and (2) thence departing the said curve South 59 degrees 55 minutes 14 seconds East (record plat = South 59 degrees 56 minutes East) a distance of 26.04 feet to a point located on the said westerly right-of-way of Osage Beach Parkway South, located on a 05 degree 42 minute 37 second degree curve to the left having a radius of 1,003.90 feet; thence departing the said centerline in a southwesterly direction a distance of 30.02 feet, said curve having a chord bearing and distance of South 31 degrees 51 minutes 35 seconds West 30.01 feet, returning to the POINT OF BEGINNING.”

Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.

“Road Vacate” is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

Subject to any rights-of-ways, restrictions, reservations, condition easements and exceptions of record.

Section 2. That the Board of Aldermen finds that the City of Osage Beach Planning Commission has fully approved adoption of this Ordinance.

Section 3. That the vacation of the road will not adversely affect adjacent properties or property owners in the immediate vicinity and is of no further use to the City.

Section 4. That the right-of-way described in Section 1 be and the same is hereby vacated.

Section 5. That the City Clerk of Osage Beach, Missouri, be and she is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME: April 1, 2021

READ SECOND TIME:

I hereby certify that Ordinance No. 21.14 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 21.14.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Hearing Date: March 9, 2021

Case Number:

none

Applicant: Andrew and Jessica Prewitt

Location: Osage Beach Parkway to Valley View Drive

Petition: Right of Way vacation for portion of old Valley View Drive

Existing Uses: Portion of Valley View Drive removed and relocated by the construction of the 54 Expressway

Analysis:

- 1) The applicants own the land adjacent to the requested vacation property.
- 2) The applicants are asking that the City of Osage Beach vacate a portion of the existing right of way that the driving surface was removed from by the construction of the 54 Expressway.
- 3) There is City of Osage Beach service infrastructure currently in the ROW that benefits the subject property. Easements for that infrastructure will need to be given if this request for vacation is approved.
- 4) The other half of this ROW was vacated in 2019 to the property owner on the other side of the ROW. At that time, the City Engineers reported no issues with vacating the ROW as requested. Easements will need to be given to any existing or future services or utilities within the boundaries of the subject property to be vacated.



Date Received: _____

Date Completed: _____

PETITION FOR STREET VACATION

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

The undersigned, Andrew Prewitt and Jessica Prewitt, being an owner of real estate fronting and abutting on the portion of the street/alley/road/plat hereafter described, for the vacation of which this petition is filed, does hereby petition the Board of Aldermen of Osage Beach, Missouri to pass an ordinance vacating the following:

The property shown on the attached survey and described by the attached legal description. Property was formerly a section of Valley View Drive,

all in the said City of Osage Beach, Camden County County, Missouri.

The undersigned petitioner agrees in consideration of the vacation that if, because of said vacation, any public improvements are to be made, or repaired, by the City on any street, avenue, alley, thoroughfare or public property intersected by the property to be vacated:

The cost of such improvements or repairs shall be paid by the undersigned petitioner upon demand from the City.

The following are names of people owning or claiming to own property abutting said street, avenue, alley, thoroughfare or public property proposed to be vacated:

OWNER NAME	LEGAL DESCRIPTION	MAILING ADDRESS
<u>Ted & Faith Lallemand</u>	<u>Attached</u>	<u>PO Box 2350</u>
		<u>Lake Ozark, MO 65049</u>

Andrew Prewitt Jessica Prewitt
Signature of Petitioner(s)

CITY OF OSAGE BEACH
CITY CLERK
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-2039 FAX

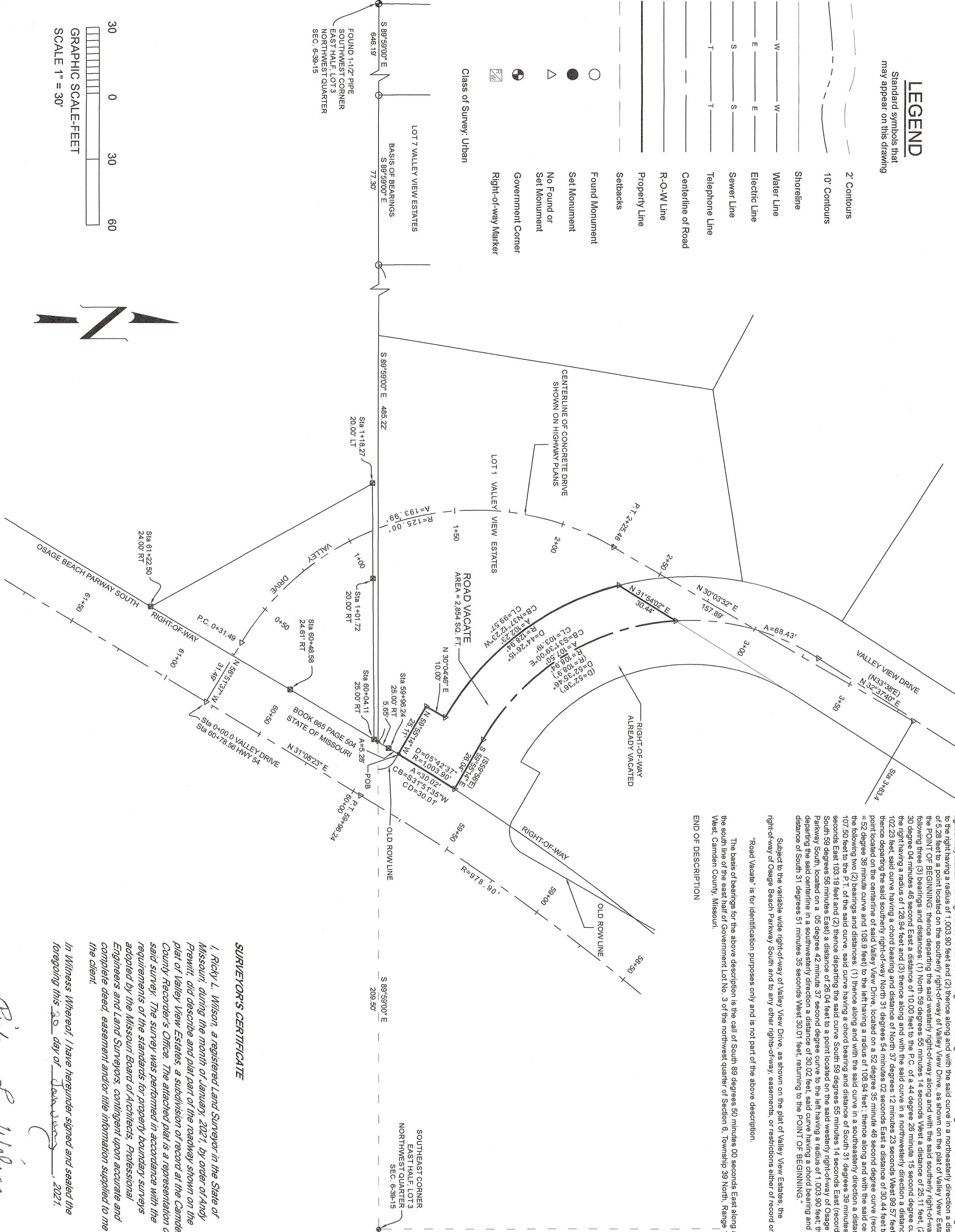
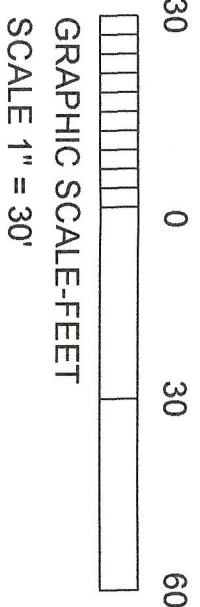
Prewitt: Survey

Note:
1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.

LEGEND

Standard symbols that may appear on this drawing

2' Contours	Found Monument
10' Contours	Set Monument
Shoreline	No Found or Set Monument
Water Line	Government Corner
Electric Line	Right-of-way Marker
Sewer Line	
Telephone Line	
Centerline of Road	
R-O-W Line	
Property Line	
Setbacks	



Road Vacate

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

Commencing at an existing 1-1/2" pipe marking the southwest corner of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running South 89 degrees 59 minutes 00 seconds East along and with the south line of the said east half a distance of 1,208.71 feet to a point located on the westerly right-of-way of Osage Beach Parkway South; thence departing the said south line along and with the said westerly right-of-way the following two (2) bearings and distances: (1) North 31 degrees 08 minutes 23 seconds East a distance of 5.65 feet to an existing right-of-way marker marking Sta. 59+96.24 25 feet right and marking the P.C. of a 05 degree 42 minute 37 second degree curve to the right having a radius of 1,003.90 feet and (2) thence along and with the said curve in a northeasterly direction a distance of 5.28 feet to a point located on the southerly right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, for the POINT OF BEGINNING; thence departing the said westerly right-of-way along and with the said southerly right-of-way the following three (3) bearings and distances: (1) North 59 degrees 55 minutes 14 seconds West a distance of 25.11 feet, (2) North 30 degree 04 minutes 46 seconds East a distance of 10.00 feet to the P.C. of a 44 degree 28 minute 15 second degree curve to the right having a radius of 128.94 feet and (3) thence along and with the said curve in a northeasterly direction a distance of 102.23 feet, said curve having a chord bearing and distance of North 37 degrees 12 minutes 23 seconds West 99.57 feet; thence departing the said southerly right-of-way North 31 degrees 54 minutes 02 seconds East a distance of 30.44 feet to a point located on the centerline of said Valley View Drive, located on a 52 degree 35 minute 46 second degree curve (record plat = 52 degree 36 minute curve and 108.9 feet) to the left having a radius of 108.94 feet; thence along and with the said centerline the following two (2) bearings and distances: (1) thence along and with the said curve in a southeasterly direction a distance of 107.50 feet to the P.T. of the said curve, said curve having a chord bearing and distance of South 31 degrees 39 minutes 00 seconds East 103.19 feet and (2) thence departing the said curve South 59 degrees 55 minutes 14 seconds East (record plat = South 59 degrees 56 minutes East) a distance of 26.04 feet to a point located on the said westerly right-of-way of Osage Beach Parkway South, located on a 05 degree 42 minute 37 second degree curve to the left having a radius of 1,003.90 feet; thence departing the said centerline in a southeasterly direction a distance of 30.02 feet, said curve having a chord bearing and distance of South 31 degrees 51 minutes 35 seconds West 30.01 feet, returning to the POINT OF BEGINNING."

Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.

"Road Vacate" is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

END OF DESCRIPTION

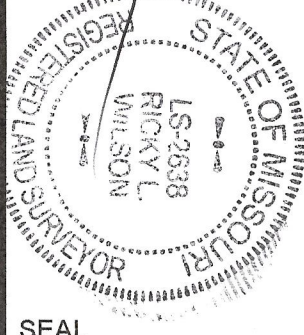
SURVEYOR'S CERTIFICATE

I, **Ricky L. Wilson**, a registered Land Surveyor in the State of Missouri, during the month of January, 2021, by order of Andy Prewitt, did describe and plat part of the roadway shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office. The attached plat is a representation of said survey. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors, contingent upon accurate and complete deed, easement and/or title information supplied to me by the client.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 20 day of January, 2021.

Ricky L. Wilson
Ricky L. Wilson
MO REG. NO. LB 2838

FILE LOCATION: S:\Projects\PROJECTS\PREWITT, ANDY\20440\20440.dwg



MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (573) 348-9799 Surv. (573) 348-5552 Fax (573) 348-2894
www.themillercoos.com

Road shown on Valley View Estates in the east half of the Government Lot No. 3 of the nw 1/4 of Section 6, Township 39 North, Range 15 West, Camden County, MO

DRAWING DATE:	1/19/21
REVISIONS:	
DRAWN BY:	N.F.W.
SCALE:	1" = 30'
PROJECT #:	MC 20-440
SHEET:	1 OF 1
FIELD BOOK:	
MO LSC NO.	2011027104



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

TRACT DESCRIPTION FOR:

ANDY PREWITT

SECTION: 06
TOWNSHIP: 39
RANGE: 15
COUNTY: CAMDEN
DATE: JANUARY 19, 2021

Road Vacate

A part of the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, a subdivision of record at the Camden County Recorder's Office, as located in part of east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

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Subject to the variable wide right-of-way of Valley View Drive, as shown on the plat of Valley View Estates, the right-of-way of Osage Beach Parkway South and to any other rights-of-way, easements, or restrictions either of record or not.



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

“Road Vacate” is for identification purposes only and is not part of the above description.

The basis of bearings for the above description is the call of South 89 degrees 50 minutes 00 seconds East along and with the south line of the east half of Government Lot No. 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri.

END OF DESCRIPTION

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: April 5, 2021

Agenda Item:

Bill 21-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Horner & Shifrin, Inc. for the Tan Tar A Sewer Assessment in an amount not to exceed \$62,500. *Second Reading*

Requested Action:

Second Reading of Bill #21-16

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 35-00-773100 Engineering

FY21 Budgeted Amount:	\$62,500
Expenditures to Date (03/22/21):	(\$ 0.00)
Available:	\$62,500

Requested Amount:

\$62,500

Department Comments and Recommendation:

This agreement will utilize a clean water engineering reports grant called the Sceap Grant. The City applied for and received this grant in 2020 through the Missouri Department of Natural Resources. In late November 2020, the City published an RFQ for professional engineering services to provide a wastewater facility plan to identify areas of improvement for the Tan Tar A sewer system. Nine proposals were received and the City's RFQ evaluation team choose Horner & Shifrin, Inc to recommend for award of this project. The team choose Horner & Shifrin, Inc. because of the experience they have with this grant. Of all of the proposals we received Horner & Shifrin's showed a clear track record of working with the Department of Natural Resources and municipalities on this specific grant. There was no one else that submitted a proposal that had more experience with this grant. I also did a lot of my own research into this firm. I contacted their references and other City's that had went through this grant process with them previously. Everyone that I spoke with was happy with the results they got when working with this firm.

DNR, has already approved this agreement and the City's choice, Horner & Shifrin, Inc. The City Attorney, Ed Rucker, has also reviewed this agreement. This agreement is for an amount not to exceed \$62,500. Through the Sceap grant approved last year, the City will receive \$50,000 in reimbursements from DNR.

This agreement will provide the City with a report that details areas of improvement in the Tan Tar sewer system. This includes but is not limited to camera work of 10,000 feet of line, the inspection of 170 to 200 manholes, smoke testing, identifying broken and/or abandon sewer lines, and a environmental impact study. The parameters of the report are very specific and must meet DNR guidelines in order for the City to utilize the grant.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 21-16 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on April 1, 2021.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HORNER & SHIFRIN, INC FOR THE TAN TAR A SEWER ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$62,500.00.

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 Mayor to execute on behalf of the City a contract with Horner & Shifrin, Inc under substantially the same or similar terms and conditions as set forth in (“Exhibit A”).

Total expenditures or liability authorized under this contract shall not exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500.00).

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

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

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

I hereby certify that the above Ordinance No. 21.16 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: 0

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.16.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

“EXHIBIT A”

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT
PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 15, 2021 ("Effective Date") between City of Osage Beach, Missouri ("Owner") and Horner & Shifrin, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wastewater Facility Plan for Tan Tar A Estates ("Project").

Engineer's services under this Agreement are generally identified as follows: See Exhibit A for Project Scope ("Study and Report Services").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4 and Appendix 1.
- B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.
- D. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Any changes to the Engineer's scope of work or fee will require written authorization from the Owner. Such additional data and information would generally include the following:

Property descriptions.

- 1. Zoning, deed, and other land use restrictions.
- 2. Utility information, reports, and mapping.

3. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Owner shall advise Engineer of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Study and Report Services.
 - F. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
 - H. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - I. Owner shall inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - J. Owner shall advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - K. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer's performance of its Study and Report Services:
 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
 - L. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
 - M. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence of any Constituent of Concern at any Site; or
3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. The owner shall make payment to the engineer in accordance with 34.057, RSMo
- B. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- C. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- D. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
 1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

2. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Appendix 1.
 3. The total compensation for services and reimbursable expenses shall not exceed \$62,500, except by written amendment executed by both parties.
- B. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature of the Study and Report Services, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.03 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 *Termination*

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:
- B. "Owner may terminate this Agreement for any cause upon thirty (30) days prior written notice to Engineer. Engineer will suspend all Services and has no obligation to provide further Services after the effective date of termination as determined based on the notice of termination from Owner.

Owner is obligated to pay Engineer's invoice for all Services rendered through the effective date of termination."

6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the subject matter of the Study and Report Services is located.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.08 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.09 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail

postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 5. *Construction Cost*—The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and consultants; subcontractors; or vendors.
8. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
13. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, Engineer's Services.
- B. Appendix 1, Standard Hourly Rates and Reimbursable Expenses
- C. The following additional exhibits: ATTACHMENT 1A – STANDARD HOURLY RATE; ATTACHMENT 1B – STANDARD REIMBURSABLE RATES

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Osage Beach

Engineer: Horner & Shifrin, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: James E. McCleish
Title: Vice-President, BUL- Water
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
2005001048
State of: Missouri

Address for Owner's receipt of notices:
100 City Parkway
Osage Beach, MO 65065

Address for Engineer's receipt of notices:
401 S. 18th Street
St. Louis, MO 63103

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):

Christina Willson
Title: Asst. Regional Manager - Water
Phone Number: (618) 726-0319
E-Mail Address: cfwillson@hornershifrin.com

This is **EXHIBIT A**, Engineer's Services, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated April 15, 2021.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic Services and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **None**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify up to 3 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site(s) to review existing conditions and facilities, unless Owner and Engineer agree that such visits are not necessary or applicable to meeting the Study and Report objectives.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner those solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Advise Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement which are not part of Engineer's Basic Services.
8. Identify and analyze relevant requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, or having jurisdiction over the Project; consult with such governmental authorities as necessary.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Prepare a Facility Plan accordance with 10 CSR 20-8.110 Engineering – Reports, Plans, and Specifications. (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services; and, on the basis of information furnished by Owner, a tabulation of summary of allowances for other items and services included within the definition of Total Project Costs.
11. In the Report, advise Owner of any limitations on the use or applicability of the Report.
12. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph is referred to as "Project Strategies, Technologies, and Techniques."
13. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project.
14. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
15. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
16. Perform or provide the following other Study and Report Services, to the extent that project funds are available after the engineering report and environmental assessment are complete. This does not guarantee that any or all of the sanitary sewer system will be evaluated, based on project budget:
 - a. Perform sanitary structure defect assessment using NASSCO Manhole Assessment Certification Program Level 2 as a means to record assessment data.
 - b. Mapping-grade location, classification, and photograph of defects exposed from smoke testing of sanitary sewer.
 - c. Store all asset and defect in a GIS database.
 - d. Provide data to Owner in a format that will allow for inclusion with existing data storage.

A1.02 *Times for Rendering Services*

- A. Furnish [3] review copies and one PDF copy of the Report and any other Study and Report Services deliverables to Owner within [180] calendar days of the Effective Date and review it with Owner. Within [30] calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
- B. Furnish [2] review copies and one PDF of the Report and any other Study and Report Services deliverables to Missouri Department of Natural Resources (MODNR) for review and comment.
- C. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments and MODNR, as appropriate, and furnish [3] copies and one PDF copy of the revised Report and any other Study and Report Services deliverables to the Owner and [2] copies and one PDF to MODNR within [30] calendar days of receipt of all comments.
- D. Engineer's Study and Report Services will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- E. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site under study, then Engineer shall notify (1) Owner. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the owner of the Site.
- F. The Engineer is performing professional services for the Owner and is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near any Site under study in connection with the Study and Report Services.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of environmental assessments and impact statements in accordance with the National Environmental Policy Act (NEPA) and administered as directed by 40 CFR Parts 1500-1508 and 23 CFR Part 771 and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Provide necessary field surveys and topographic and utility mapping to be used for design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on

ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.14 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.1.
6. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
9. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
10. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.

12. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
13. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **Appendix 1**, Standard Hourly Rates and Reimbursable Expenses, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated January 8, 2021.

Part One: Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4 of the Agreement, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the Effective Date are:

SEE ATTACHED HOURLY BILLING RATE SCHEDULE – ATTACHMENT 1A

ATTACHMENT 1A HOURLY BILLING RATE SCHEDULE



Hourly Billing Rates by Classification
Effective: 1/3/21

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP1 PROFESSIONAL 1	\$ 285	GT4 COORDINATOR	\$ 86
AP2 PROFESSIONAL 2	\$ 147	IP1 AVP - GIS/IT/SURVEY	\$ 196
AT4 CLERICAL 3	\$ 86	IP2 SENIOR GIS/IT PROFESSIONAL	\$ 127
AT6 CLERICAL 6	\$ 63	IT2 GIS/IT ANALYST	\$ 96
BP1 AVP BUILDING SERVICES	\$ 189	IT5 GIS ANALYST	\$ 90
BP3 SR PM BUILDING SERVICES	\$ 184	SP1 VP STRUCTURAL ENGR	\$ 252
BP4 SR PM BUILDING SERVICES	\$ 160	SP2 AVP STRUCTURAL ENGR	\$ 200
BP5 SR PM BUILDING SERVICES	\$ 150	SP3 SR PM STRUCTURAL ENGR	\$ 185
BP7 PM BUILDING SERVICES	\$ 125	SP4 SR PM STRUCTURAL ENGR	\$ 176
BP8 PE BUILDING SERVICES	\$ 123	SP5 SR PM STRUCTURAL ENGR	\$ 165
BP11 DESIGN ENGR BUILDING SERVICES	\$ 99	SP6 PM STRUCTURAL ENGR	\$ 153
BP13 ENGR BUILDING SERVICES	\$ 85	SP7 PM STRUCTURAL ENGR	\$ 138
BTM1 TECH MGR BUILDING SERVICES	\$ 140	SP8 SR PE STRUCTURAL ENGR	\$ 129
BT1 PROF DESIGNER BUILDING SERVICES	\$ 122	SP9 PE STRUCTURAL ENGR	\$ 121
BT2 SR DESIGNER BUILDING SERVICES	\$ 103	SP 10 PE STRUCTURAL ENGR	\$ 113
BT3 DESIGNER BUILDING SERVICES	\$ 87	SP11 DESIGN ENGR STRUCTURAL ENGR	\$ 105
BT4 CAD TECH BUILDING SERVICES	\$ 77	SP12 DESIGN ENGR STRUCTURAL ENGR	\$ 98
BT5 CAD TECH BUILDING SERVICES	\$ 70	SP13 ENGR STRUCTURAL ENGR	\$ 90
CP1 DEPT MGR CONST SVCS	\$ 140	ST3 DESIGNER STRUCTURAL ENGR	\$ 95
CP3 PROJ ENGR CONST SVCS	\$ 115	ST6 CADD TECH STRUCTURAL ENGR	\$ 64
CT1 CONST SVCS TECH 1	\$ 117	SU1 PROFESSIONAL LAND SURVEYOR	\$ 135
CT2 CONST SVCS TECH 2	\$ 112	SU2 PROFESSIONAL LAND SURVEYOR	\$ 122
CT4 CONST SVCS TECH 4	\$ 93	SU3 SURVEY INSTRUMENT TECHNICIAN	\$ 104
CT5 CONST SVCS TECH 5	\$ 83	SU4 SURVEY INSTRUMENT TECHNICIAN	\$ 96
CT6 CONST SVCS TECH 6	\$ 55	TES1 ENV SCIENTIST TRANS CIV ENGR	\$ 170
EP1 VP ENVIRONMENTAL ENGR	\$ 250	TES2 ENV SCIENTIST TRANS CIV ENGR	\$ 155
EP2 AVP ENVIRONMENTAL ENGR	\$ 195	TES3 ENV SCIENTIST TRANS CIV ENGR	\$ 125
EP4 SR PM ENVIRONMENTAL ENGR	\$ 175	TES4 ENV SCIENTIST TRANS CIV ENGR	\$ 95
EP5 SR PM ENVIRONMENTAL ENGR	\$ 165	TES5 ENV SCIENTIST TRANS CIV ENGR	\$ 75
EP7 PM ENVIRONMENTAL ENGR	\$ 150	TP1 VP TRANS CIV ENGR	\$ 240
EP8 SR PE ENVIRONMENTAL ENGR	\$ 124	TP2 AVP TRANS CIV ENGR	\$ 195
EP9 PE ENVIRONMENTAL ENGR	\$ 119	TP3 ENGR MGR TRANS CIV ENGR	\$ 185
EP10 PE ENVIRONMENTAL ENGR	\$ 105	TP4 SR PM TRANS CIV ENGR	\$ 160
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 101	TP5 SR PM TRANS CIV ENGR	\$ 150
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 95	TP6 PM TRANS CIV ENGR	\$ 140
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$ 116	TP7 PM TRANS CIV ENGR	\$ 130
ET3 DESIGNER ENVIRONMENTAL ENGR	\$ 83	TP8 SR PE TRANS CIV ENGR	\$ 120
ET4 CAD TECH ENVIRONMENTAL ENGR	\$ 66	TP9 PE TRANS CIV ENGR	\$ 115
ET5 CAD TECH ENVIRONMENTAL ENGR	\$ 65	TP10 PE TRANS CIV ENGR	\$ 105
ET6 CAD TECH ENVIRONMENTAL ENGR	\$ 62	TP11 DESIGN ENGR TRANS CIV ENGR	\$ 100
GP2 MANAGER	\$ 166	TP12 DESIGN ENGR TRANS CIV ENGR	\$ 95
GP3 MANAGER	\$ 146	TP13 ENGR TRANS CIV ENGR	\$ 90
GP4 MANAGER	\$ 135	TP14 ENGR TRANS CIV ENGR	\$ 87
		TT1 PROF DESIGNER TRANS CIV ENGR	\$ 107
		TT2 SR DESIGNER TRANS CIV ENGR	\$ 96
		TT3 DESIGNER TRANS CIV ENGR	\$ 85
		TT4 CAD TECH TRANS CIV ENGR	\$ 65
		TTM1 TECH MGR TRANS CIV ENGR	\$ 117

Part Two: Reimbursable Expenses Factors

1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4 of the Agreement.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.

Part Three: Reimbursable Expenses Schedule

Reimbursable Expenses rates are subject to annual review and adjustment. Rates and charges for Reimbursable Expenses as of the Effective Date are:

SEE ATTACHED REIMBURSABLE EXPENSE SCHEDULE – ATTACHMENT 1B

**ATTACHMENT 1B
REIMBURSABLE EXPENSE SCHEDULE**



**Reimbursable Expenses
Effective: 1/3/21**

EQUIPMENT

3D Scanner	\$50 Hour
ATV/UTV	\$65 Day
Bridge Inspection Small Tools	\$105 Day
Manhole Inspection Camera	\$10 Hour
Manhole Smoker / Oil	\$0.05 Linear Foot
Mobile LiDAR Scanner	\$2,250 Day
Traffic Counters	\$61 Each
UAS Drone	\$200 Day

EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk
Date Submitted: April 5, 2021

Agenda Item:

Bill 21-18 - An ordinance of the City of Osage Beach, Missouri, opting out of the State imposed sales tax holiday. *First Reading*

Requested Action:

First Reading of Bill #21-18

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 140.050. Sales Tax Holiday.

Deadline for Action:

Yes - If status is changed from previous year's decision, MODOR must be notified by June 22, 2021.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Every year the State of Missouri establishes a Back-to-School Sales Tax Holiday. August 6-8. 2021 purchases of clothing, school supplies, computers, and certain other items defined by the State Statute (Section 144.049. RSMo) are exempt from sales tax for this time period.

City Attorney Comments:

Per City Code 110.230, Bill 21-18 is in correct form.

City Administrator Comments:

In 2006 the Osage Beach Board of Aldermen enacted an ordinance opting out of the tax holiday and per City Code, at that time, prohibited future sales tax holidays from applying to the local sales tax unless a new ordinance was passed appropriately.

In 2019, the Board of Aldermen rescinded the opt out ordinance from 2006 (opting in the program = participating in NO MUNICIPAL TAX collection over the shopping holiday) and amended Chapter 144 to require the Board of Aldermen to revisit the decision each year in May. In 2020, the Board of Aldermen did not change the status from 2019 and the City remained opted in the program.

Bill 21.18 is an OPT OUT bill, establishing a change of status of the program. MoDOR does not require an annual 'status' report, so to speak, from municipalities; the only correspondence necessary to MoDOR is if the City desires to change their status from the previous determination. We are currently OPTED IN the program. If the Board of Aldermen desires to change that and opt out for 2021 then Bill 21.18 will need to be adopted, and notice to MoDOR is required, notifying MoDOR of our desire to not participate (opt out) of the Back-to-School Sales Tax Holidays.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, OPTING OUT OF THE STATE IMPOSED SALES TAX HOLIDAY.

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

Whereas, the Missouri General Assembly has passed and the Governor has signed, House Bill 64 that establishes a so called “Sales Tax Holiday” for the first weekend in August; and

Whereas, the legislation does not provide for the reimbursement to local governments for lost revenues; and

Whereas, the sales tax holiday will significantly reduce local revenues; and

Whereas, municipalities depend on sales tax revenues to provide essential services for the citizens, including police, parks, streets, code enforcement, water, sewer and other services; and

Whereas, these sales taxes were approved by a vote of the people who expect the promised services; and

Whereas, the legislation authorizes local governments to opt out of the “Sales Tax Holiday” by ordinance of the governing body.

Whereas, the Board of Aldermen desires to reserve to itself the duty to make this decision of a yearly basis by ordinance of the governing body:

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

Section 1. The City of Osage Beach hereby determines that for the year 2021, it will prohibit the provisions of Section 144.049 RSMo., 2005, from exempting sales of certain clothing, personal computers, certain computer software, and school supplies that occur within the boundaries of said City beginning at 12:01 a.m. on the first Friday in August and ending at midnight on the Sunday following from local sales taxes.

Section 2. The City Clerk is hereby directed to send written notice to the State of Missouri Department of Revenue as soon as possible, but no later than June 15, of the decision to opt out of the “Sales Tax Holiday” by forwarding a cover letter and a certified copy of this ordinance.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.21.18 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.21.18.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: March 19, 2021

Agenda Item:

Bill 21-19 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 20.83 Adopting the 2021 Annual Budget, Transfer of Funds for Necessary Expenses, for Repair of System Expenditures, Water Department. *First Reading*

Requested Action:

First Reading of Bill #21-19

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 21-19 is in correct form.

City Administrator Comments:

This budget amendment is requested due to necessary expenditures that have occurred to date to 30-00-743300 Repair of System (Water Department) that will have an effect of the remainder of the year's original budget amount.

Recent weather events along with the recent approval by the Board to increase the necessary purchase of water meters, will likely cause the remainder of the year's Repair of System budget to be insufficient. This request adds \$50,000 to the Repair of System line item. Funding for this increase in expenditures will mostly be off-set by insurance claim monies (an increase in revenue category) (due to weather caused issues), but also subsidized with unrestricted funds within the fund.

	<u>Original Budget</u>	<u>Amended Budget</u>
30-00-743300 Repair of System	\$ 100,000	\$ 150,000

BILL NO. 21-19

ORDINANCE NO. 21.19

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

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

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

	Original Item	Amended Item
30-00-743300 Repair of System	\$100,000	\$150,000

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 21.19 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.19.

John Olivarri, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Richard Ross, Alderman
Presenter: Richard Ross, Alderman
Date Submitted: April 8, 2021

Agenda Item:
Discussion - Citizens Advisory Committee Update

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 15, 2021
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: April 12, 2021

Agenda Item:

Resolution 2021-03 - A resolution of the City of Osage Beach, Missouri, to waive the provision of Section 125.030.K.2., 3., 4, and 6, and to allow the City Administrator to employ as seasonal help for the year 2021 individuals who may be related to a member of the City management Team or a current City employee.

Requested Action:

Resolution #2021-03

Ordinance Referenced for Action:

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

Section 125.030.K.6 - City Administrator request for temporary waiver to Chapter 125.030.

Deadline for Action:

Yes -this request for waiver is anticipated to assist in current hiring of seasonal employment for the City.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Resolution 2021-03 is in correct form.

City Administrator Comments:

The Missouri Constitution contains anti-nepotism provisions and City Code Section 125.030.K. supports this and outlines additional guidelines/rules set in place.

The City has seasonal positions open and as we are working with a smaller pool of applicants this year, it has been requested to me by HR to consider interested applicants of current employees. Chapter 125.030.K.6. allows for me to request to the Board of Aldermen a waiver of City nepotism code/rules, if it is in the best interest of the City.

To preserve and protect the anti-nepotism principles of unfair practices of favoritism and family ties but yet provide assistance in hiring seasonal employees, I am requesting a temporary waiver to allow me to approve hiring of seasonal employees for the City who are related to a current employee(s) as long as said hired seasonal employee is not under the direct supervision of said related current employee. Resolution 2021-03 outlines said request.

Please note: Section 125.030.K.6. outlines my referral to the Board of Aldermen through closed session. I am not requesting a closed session due to this request is not employee specific and does not meet RSMo. 610.021 regarding exceptions to closed records.

RESOLUTION 2021-03

A RESOLUTION TO WAIVE THE PROVISION OF SECTION 125.030 K 2, 3, 4 AND 6 AND TO ALLOW THE CITY ADMINISTRATOR TO EMPLOY AS SEASONAL HELP FOR THE YEAR 2021 INDIVIDUALS WHO MAY BE RELATED TO A MEMBER TO THE CITY MANAGEMENT TEAM OR A CURRENT CITY EMPLOYEE.

WHEREAS Section 125.030 K of the Osage Beach Municipal Code requires that: “persons related to an appointed official or any member of the management team, as defined within Chapter 125, shall not be employed by the City in any department during the tenure of said appointed official or management team member, and that persons related to each other shall not be employed in the same department;” and,

WHEREAS, for the purpose of determining the applicability of that section the term "related" is defined to include any relationship by blood or marriage within the fourth degree; and,

WHEREAS the ordinance further provides that “in the event that the City Administrator considers a waiver of any of these rules under Section 125.030(K) concerning nepotism to be in the best interest of the City, the City Administrator shall refer the matter to the Board of Aldermen;” and,

WHEREAS the city needs seasonal employees for parks, public works, and the airports; and

WHEREAS. the Board of Aldermen finds and concludes that this waiver for these seasonal positions and limited to the 2021 fiscal year is in the best interest of the city:

NOW THEREFOR BE IT RESOLVED BY THE BOARD OF ALDERMEN THAT:

The provisions of Section 125.030 K are waived for the purpose of allowing the City Administrator at her discretion to employ seasonal workers for the year 2021 in the Parks, Airports or Public Works departments; which individuals are related to members of the management team or to other City employees in the same department as the City Administrator believes to be in the best interest of the City; provided however that no manager shall directly supervise any person who is related to them.

I hereby certify that the above Resolution 2021-03 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:

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

ATTEST:

Tara Berreth, City Clerk