

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

September 21, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting September 7, 2023
- ▶ Bills List - September 21, 2023

UNFINISHED BUSINESS

- A. Bill 23-66 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with All Clear Pumping and Sewer, LLC for the Gravity Sewer CCTV & Cleaning - Phase 1 Project in an amount not to exceed \$41,529.50. *Second Reading*

NEW BUSINESS

- A. Bill 23-69 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, transfer of funds for Sewer Fund necessary expenses. *First Reading*
- B. Bill 23-70 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Elks Lodge #2517 Veterans Parade event support request in an amount not to exceed \$2,000. *First Reading*
- C. Bill 23-71- An ordinance of the City of Osage Beach, Missouri, accepting Amy Lane into City inventory. *First and Second Reading*
- D. Bill 23-72- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with 3 Tree Enterprises LLC for the Various Roof Replacements project at Lee C. Fine Airport for an amount not to exceed \$74,682.00. *First and Second Reading*
- E. Bill 23-73- An ordinance of the City of Osage Beach, Missouri, amending Osage Beach Code of Ordinance Sections 115.010 Definitions, 115.410 Evaluation of Certain Appointed Officials, 125.020 Definitions, 135.010 Definitions, and adding new Article XII City Engineer with Sections 115.500 Appointment - Term - Qualifications and 115.510 Duties. *First Reading*
- F. Motion to approve the sale of City Surplus from multiple departments.
- G. Motion to accept a petition for placement of new street lights on Broadwater Bay.

STAFF COMMUNICATIONS

- A. Department Updated List - September 21, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
September 7, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, September 7, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Kevin Rucker, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Bob O'Steen and Alderman Justin Hoffman. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office. Absent Alderman Kellie Schuman

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Parks and Recreation Manager Eric Gregory, Human Resources Generalist Michael Raye, Airport Manager Ty Dinsdale, City Treasurer Kerri Bell, and Building Official Ron White and Cochran Engineering Dave Van Leer.

PROCLAMATIONS

Proclamation authorizing the Mayor - Constitution Week September 17-23, 2023.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Hoffman made a motion to approve the Consent Agenda as presented. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote. Absent Alderman Schuman

UNFINISHED BUSINESS

Bill 23-65 - An ordinance of the City of Osage Beach, Missouri, adding to Chapter 210 Offenses Section 210.050 Administrative Search Warrants of the Osage Beach Code of Ordinances. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-65. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-65 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, Alderman Hoffman, and Alderman O'Steen. Bill 23-65 was passed and approved as Ordinance 23.65. Absent Alderman Schuman

NEW BUSINESS

Presentation- LAGERS (Missouri Local Government Employees Retirement System)

Staff were asked to investigate the possibly of switching from the current retirement contributions to LAGERS. Ginni Medlin gave a presentation on what LAGERS has to offer the City of Osage Beach. The Board asked to have a workshop for some time to discuss this in further detail. In addition, the staff will gather more information.

Mayor Harmison asked to have Rockway Sewer Station Discussion up on the Agenda. The Board gave approval to move up on the agenda.

Discussion - Rockway/Sands Sewer Stations

Sand Liftstation Project - reburying the temporary sewer line that is in place currently.

Our goal:

- Rebury the sewer line in a location that provides for the most efficient pathway, most cost-effective path, and provide a product with the longest life span.
- Ensure that the pathway chosen is also the best option to reduce sewer smell issues.

Option 1: Install the sewer line in the pathway through the neighboring property using the easement acquired earlier this year.

Option 2: Install the sewer line back in the road where it has been for 20+ years.

Dave Van Leer will explain the options and which one we think is the best path forward with assistance from the Sewer Superintendent, the Sewer Foreman, and myself.

Rockaway Liftstation - Adding a permanent sewer storage facility and station bypass to be designed in 2024 and constructed in 2025.

Our Goal:

- Bring this station up to DNR standards with the required storage capacity.
- Provide for the ability to completely bypass this station in a similar way to the way that we have the Sands bypass set up so that the station can be properly maintained and clean regularly.

Bill 23-66 - An ordinance of the City of Osage Beach, Missouri, authorize the Mayor to execute a contract with All Clear Pumping and Sewer, LLC for the Gravity Sewer CCTV & Cleaning - Phase 1 Project in an amount not to exceed \$41,529.50. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-66. This motion was seconded by Alderman Ross. Motion passes with a voice vote. Absent Alderman Schuman

Bill 23-67- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with 1st Choice Septic Pumping, LLC for sewer on call and general maintenance services for an amount not to exceed \$75,000. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-67. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. Absent Alderman Schuman

Alderman O'Steen made a motion to approve the second reading of Bill 23-67. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-67 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, Alderman Hoffman, and Alderman O'Steen. Bill 23-67 was passed and approved as Ordinance 23.67. Absent Alderman Schuman

Bill 23-68 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Raftelis Consultants INC, (DBA Raftelis) for a Public Works Operational Review and Assessment Project for an amount not to exceed \$55,000. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-68. This motion was seconded by Alderman Rucker. Motion fails with a voice vote. Mayor Harmison asked for a roll votes. Alderman Hoffman Yes, Alderman Rucker Yes, Alderman O'Steen No, Alderman Marose Yes, Alderman Ross No. Absent Alderman Schuman = 3 Yes 2 No FAILS

Motion to approve the purchase of 2 new pumps, valve replacements and other parts for the Rockaway Sewer Station from Municipal Equipment for an amount not to exceed 93,128.75.

Alderman Hoffman made a motion to approve the purchase of 2 new pumps, valve replacements and other parts for the Rockaway Sewer Station from Municipal Equipment for an amount not to exceed 93,128.75. This motion was seconded by Alderman Ross. Motion passes with a voice vote. Absent Alderman Schuman

Discussion - Appointed Official determination for City Engineer position.

Staff was asked to bring before the Board of Aldermen a discussion regarding the consideration of the appointment status for the City Engineer position. The position has been added to our Pay Plan and FY2023 funding for said position was approved by the Board of Aldermen in April. The position is currently vacant, but applications are being accepted with the intent of filling the position.

This is a full-time position with Exempt status (salaried and ineligible for overtime) under FSLA (Fair Labor Standards Act) and will be considered a member of the Management Team. Unless otherwise stated in our ordinances, this position would be considered a non-appointed employee and subject to all the provisions of the City Code Chapter 125: Human Resource System (Personnel) Rules and Regulations. City Code Chapter 125 is the adopted rules, regulations, and procedures for our HR program set by the Board of Aldermen and administered by the City Administrator per City Code.

A few differences between appointed officials and non-appointed employees are how individuals gain employment with the City and how they are removed from employment; in addition, appointed officials are excluded from various sections of our current City Code Chapter 125. A few examples include grievance procedures, access to the HR Commission, applications and applicant procedures, method of filling vacancies, training, transfers, promotions, reclassification, demotion, suspension, and discipline, just to name a few.

Direct staff to put together an Ordinance for an appointed position for a City Engineer. And take this Board for a vote.

Motion to approve the purchase and installation of an Insertion Valve from Core & Main for an amount not to exceed \$39,662.50 for the Rockway Sewer Station

Alderman Marose made a motion to approve the purchase and installation of an Insertion Valve from Core & Main for an amount not to exceed \$39,662.50 for the Rockway Sewer Station. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. Absent Alderman Schuman

STAFF COMMUNICATIONS

Department Updated List - September 7, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)

- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*) (~~July~~ August pre-Budget Prep w/LOOBSB)
- Emergency generator back up plan for city (*PW Department*)
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Incentive Guideline Revisions (*City Administrator, J Woods*) (~~Aug~~ Remains in Progress)
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Vacancy Status Update (*updated monthly*)
 - Employee Survey Results
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*) (~~late June/early July~~ July)
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*Remains in Progress*) (*City Attorney, C Bradbury / City Administrator, J Woods*)

Notes:

City Staff contact noted.

Estimated delivery/completion noted.

CA Woods – MML on Sunday. Still working on Incentive Guidelines.

City Treasurer Bell – Working on Records Retention these past few weeks.

Police Chief Davis – New Dispatcher started, offer letter went out for another dispatcher. Graduate from the police academy starts the second week in September.

Dave Van Leer – City Hall work is going along get.

Parks Director Gregory – Many events are going on in the upcoming months. Go to the Parks website to get details.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Where are we at on the plan for the Emergency Generator Backup. Be aware of our Business community and employees. Lake Regional was voted by Forbes for best employers in the state of Missouri. Along with HyVee.

Alderman O'Steen – Department List – majority of the list is still sitting there for 6 months. Want a timeframe.

Alderman Marose – Business Shout out on Labor Day Weekend. Way to clean up on Holiday.

Alderman Ross – Wing Fest at Regalia September 13, 2023.

Mayor Michael Harmison – Bikefest watch out for them.

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

ADJOURN

The meeting adjourned at 8:05pm. 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 September 7, 2023, and approved September 21, 2023.

Tara Berreth, City Clerk

Michael Harmison, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
September 21, 2023**

Bills Paid Prior to Board Meeting	\$	432,787.55
Payroll Paid Prior to Board Meeting	\$	158,432.75
SRF Transfer Prior to Board Meeting		
TIF Transfer Osage Beach Commons		
TIF Transfer Dierbergs		
Bills Pending Board Approval	\$	575,192.35
Total Expenses	\$	<u>1,166,412.65</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	1,034.00
			ADJUST PAYROLL DEDUCTIONS	36.00-
			ADJUST PAYROLL DEDUCTIONS	8.00-
			Dental Insurance Premiums	660.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premium	117.00
			Dental Insurance Premium	117.00
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	1,085.70
			Health Insurance Contribut	831.60
			Health Insurance Contribut	831.60
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	52.00
			Vision Insurance Contribut	52.00
		MO DEPT OF REVENUE	State Withholding	4,507.00
		INTERNAL REVENUE SERVICE	Fed WH	12,497.36
			FICA	8,684.97
			Medicare	2,031.17
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.09-
			Pre-Paid Legal Premiums	106.66
			Pre-Paid Legal Premiums	106.66
		MISSIONSQUARE RETIREMENT	Loan Repayment	77.62
			Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirement 457 &	3,216.26
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	600.21
			Loan Repayments	161.77
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirement Roth IRA %	224.53
			Retirement Roth IRA	377.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	125.29
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	811.48
			American Fidelity	811.48
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		LACLEDE COUNTY CIRCUIT CLERK	OTHER AGENCY CASH BOND	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	54.05-
			ADJUST PAYROLL DEDUCTIONS	291.18-
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
		OPTUM BANK INC	HSA Contribution	363.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	<u>1,807.24</u>
			TOTAL:	48,894.08
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.48
		SCHUMAN, LEE	CITIZENS ADVISORY MEETING	25.00
		O'KEEFE, GLORIA	CITIZENS ADVISORY MEETING	25.00
		BOOTH, CORY	CITIZENS ADVISORY MEETING	25.00
		HAGEDORN, LUKE	CITIZENS ADVISORY MEETING	25.00
		SCHMITT, DARLINE	CITIZENS ADVISORY MEETING	25.00
		VANHOOK, BOB	CITIZENS ADVISORY MEETING	25.00
		HERNANDEZ, AMY	CITIZENS ADVISORY MEETING	<u>25.00</u>
			TOTAL:	222.48
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	94.96
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,635.99
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	194.10
			Medicare	45.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.55
			Retirement 401	195.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,103.58
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	13.50
			Dental Insurance Premium	13.50
			Health Insurance Contribut	430.50
			Health Insurance Contribut	430.51
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	615.50
			Medicare	143.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.61
			Retirement 401	609.74
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Short Term Disability Ins	33.30
			Short Term Disability Ins	33.30
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,506.34
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.47
			Retirement 401	98.82
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,594.89
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	353.59
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	<u>7.40</u>
			TOTAL:	917.61
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	77.00
			Dental Insurance Premiums	77.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	935.39
			Health Insurance Contribut	935.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	523.36
			Medicare	122.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	88.27
			Retirement 401	529.65
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	230.92
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.74
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	29.66
			Group Life Ins and Buy Up	29.67
			Short Term Disability Ins	25.90
			Short Term Disability Ins	25.90
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>262.50</u>
			TOTAL:	6,840.31
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	57.81
			Medicare	13.52
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 7/17-8/15/23	30.00
		DON SCHNIEDER EXCAVATING CO INC	CITY HALL IMPROV OB23-023	<u>215,092.83</u>
			TOTAL:	215,194.16
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	595.53
			Medicare	139.27
		MISSIONSQUARE RETIREMENT	Retirement 401%	46.90
			Retirement 401	484.87
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	139.20
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	20.39
			Group Life Ins and Buy Up	20.39
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	150.00
			TOTAL:	4,060.01
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.19
			Retirement 401	193.13
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,204.29
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,837.29
			Medicare	897.43
		MISSIONSQUARE RETIREMENT	Retirement 401%	582.91
			Retirement 401	3,626.83
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	665.84
			POLICE DEPT CELL PHONES	424.08
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	16.05
			Group Dependent Life Ins	16.05
			Group Life Ins and Buy Up	15.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	167.05
			Group Life Ins and Buy Up	167.05
			Short Term Disability Ins	170.20
			Short Term Disability Ins	170.20
			Short Term Disabiilty Ins	7.27
			Short Term Disabiilty Ins	7.27
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	35,371.78
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	1,010.52
			Medicare	236.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.98
			Retirement 401	695.39
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 8/21-9/20/	129.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	5,248.93
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.41
			Health Insurance Contribut	935.40
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	246.80
			Medicare	57.72
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.40
			Retirement 401	248.40
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	14.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	14.27
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Family/Dep. Contributi	112.50
			TOTAL:	2,709.59
Engineering	General Fund	AT&T MOBILITY-CELLS	PRK DEPT ELECTRIC SIGN 8/1	46.23
			TOTAL:	46.23
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	28.14
			Retirement 401	168.82
		AT&T INTERNET/IP SERVICES	CH INTERNET 8/19/23	1,670.92
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.72
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 7/202	3,180.42
			INTERNET CONNECTION 8/2023	3,977.34
			TOTAL:	10,737.85
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	104.83
			Medicare	24.52
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.91
			Retirement 401	101.44
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	47.48
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.84
			Group Life Ins and Buy Up	6.84
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			TOTAL:	323.66
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.80
			Health Insurance Contribut	39.81
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	State Withholding	376.83
		INTERNAL REVENUE SERVICE	Fed WH	784.74
			FICA	755.04
			Medicare	176.58
		LEGALSHIELD	Pre-Paid Legal Premiums	7.98
			Pre-Paid Legal Premiums	7.98
		MISSIONSQUARE RETIREMENT	Retirment 457 &	88.78
			Retirement 457	188.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	90.00
			American Fidelity	90.00
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	25.12
			Texas Life After Tax	25.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
		OPTUM BANK INC	HSA Contribution	190.00
			HSA Family/Dep. Contributi	<u>96.40</u>
			TOTAL:	3,499.22
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.82
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		INTERNAL REVENUE SERVICE	FICA	755.02
			Medicare	176.58
		MISSIONSQUARE RETIREMENT	Retirement 401%	93.80
			Retirement 401	562.78
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	665.43
		AMEREN MISSOURI	KK DR PALISADES 8/1-8/30/2	97.87
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.99
			Group Dependent Life Ins	4.99
			Group Life Ins and Buy Up	36.39
			Group Life Ins and Buy Up	36.39
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.95
		CAPITAL ONE, N.A.	WATER & LIQUID IV MIX	30.92
			BOTTLED WATER	12.76
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	200.26
		BULLOCK, GALE	REIMB WORK BOOTS-BULLOCK	<u>169.99</u>
			TOTAL:	8,067.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	36.74
			Dental Insurance Premiums	36.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	39.80
			Health Insurance Contribut	39.79
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			State Withholding	414.68
		INTERNAL REVENUE SERVICE	Fed WH	1,076.60
			FICA	731.00
			Medicare	170.96
		MISSIONSQUARE RETIREMENT	Retirment 457 &	289.74
			Retirement 457	101.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	137.80
			TOTAL:	3,748.03
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	36.74
			Dental Insurance Premiums	36.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	417.82
			Health Insurance Contribut	417.80
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		INTERNAL REVENUE SERVICE	FICA	731.01
			Medicare	170.96
		POSTMASTER	SEPT UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	104.98
			Retirement 401	629.86
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	387.03
		AMEREN MISSOURI	6186 FIRE ST WELL 8/1-8/29	7,261.52
			LK RD 54-59 WELL 7/27-8/27	50.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SWISS VLG WELL 8/1-8/29/23	1,923.65
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.85
			Group Dependent Life Ins	2.85
			Group Life Ins and Buy Up	32.47
			Group Life Ins and Buy Up	32.47
			Short Term Disability Ins	34.56
			Short Term Disability Ins	34.56
		STOUFER, TOMMIE L	MILEAGE REIMB 8/19/23	15.72
		CAPITAL ONE, N.A.	WATER & LIQUID IV MIX	30.92
			BOTTLED WATER	12.76
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>200.25</u>
			TOTAL:	16,488.17
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.52
			Dental Insurance Premiums	80.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	765.49
		INTERNAL REVENUE SERVICE	Fed WH	1,679.95
			FICA	1,411.30
			Medicare	330.05
		MISSIONSQUARE RETIREMENT	Retirment 457 &	128.88
			Retirement 457	199.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>268.30</u>
			TOTAL:	5,925.01
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.52
			Dental Insurance Premiums	80.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,658.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,658.78
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		INTERNAL REVENUE SERVICE	FICA	1,411.31
			Medicare	330.05
		POSTMASTER	SEPT UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401k	141.98
			Retirement 401	1,119.46
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	988.07
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	6,085.67
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.00
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	32.80
			Group Life Ins and Buy Up	32.80
			Short Term Disability Ins	49.28
			Short Term Disability Ins	49.29
		MENARDS COMMERCIAL	HOSE CLAMPS, COUPLINGS, HTR	44.55
		CAPITAL ONE, N.A.	WATER & LIQUID IV MIX	30.92
			BOTTLED WATER	12.76
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	274.49
			TOTAL:	16,763.22
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	481.00
		INTERNAL REVENUE SERVICE	Fed WH	1,017.89
			FICA	1,065.48
			Medicare	249.19
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	188.74
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR	AMB OVERPAYMENT	179.14
			AMB OVERPAYMENT	<u>76.54</u>
			TOTAL:	4,997.20
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	1,065.48
			Medicare	249.19
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.14
			Retirement 401	835.00
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	106.22
			AMB DEPT CELL PHONES	47.48
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AUG AMBULANCE REIMBURSEMEN	2,694.87
		HANDY, FLOYD	MEALS & TRAVEL EMS EXPO-HA	625.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	18.02
			Group Life Ins and Buy Up	18.02
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		RUDAT, TOMMI	MEALS EMS WORLD EXPO- RUDA	225.00
		CAPITAL ONE, N.A.	CLEANING SUPPLIES	52.94
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	11,404.53
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	222.40
		INTERNAL REVENUE SERVICE	Fed WH	403.69
			FICA	389.01
			Medicare	90.98
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.04
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,967.44
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RUNWAY LTS 8/1-8/29/23	64.05
			AP FIREHOUSE 8/1-8/29/23	30.49
		INTERNAL REVENUE SERVICE	FICA	389.01
			Medicare	90.98
		MISSIONSQUARE RETIREMENT	Retirement 401%	46.94
			Retirement 401	364.51
		DISH NETWORK	SERV 8/29-9/28/23	91.85
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.74
		DINSDALE, TY	MEAL REIMB 4 SAC CONF-DINS	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		CAPITAL ONE, N.A.	ICE	18.80
			TAPE	7.88
			ICE	18.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SUGAR	33.08
			ICE	18.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>195.00</u>
			TOTAL:	5,861.99
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	74.60
		INTERNAL REVENUE SERVICE	Fed WH	299.74
			FICA	274.72
			Medicare	64.26
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.54
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,259.76
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 7/24-8/23/2	44.09
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 7/27-8/27/23	49.11
			GG TBLC EXT D 7/27-8/27/23	283.69
			GG AP SHOP 7/27-8/27/23	32.89
			957 AIRPORT RD 7/27-8/27/2	13.06
			GG AP TBLC EXT D 7/27-8/27	41.63
			GG AP HANGAR 7/27-8/27/23	32.50
			GG AP SLEEPY 7/27-8/27/23	228.21
		INTERNAL REVENUE SERVICE	FICA	274.72
			Medicare	64.26
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.48
			Retirement 401	246.90
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 8/16-9/15/23	110.46
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.73
		DINSDALE, TY	MEAL REIMB 4 SAC CONF-DINS	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	2.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		CAPITAL ONE, N.A.	SPRAY BOTTLES & FLASH DRIV	10.97
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	5,193.85

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

10	General Fund	347,611.78
20	Transportation	11,566.57
30	Water Fund	20,236.20
35	Sewer Fund	22,688.23
40	Ambulance Fund	16,401.73
45	Lee C. Fine Airport Fund	7,829.43
47	Grand Glaize Airport Fund	6,453.61

GRAND TOTAL: 432,787.55

TOTAL PAGES: 15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	8.92
Building Maintenance	General Fund	SURECUT LAWN CARE LLC	AUG GROUNDS MAINTENANCE	2,589.29
			BLDG DEPT UNIFORM RENTAL	1.36
		CINTAS CORPORATION	CH FLOOR MATS	94.60
			BLDG DEPT UNIFORM RENTAL	1.36
		AMAZON CAPITAL SERVICES INC	PAPER TOWELS	41.99
			COFFEE	36.05
			MILITARY FLAGS	136.82
			COFFEE	36.31
			FOAM CUPS	50.00
			KNIVES & FORKS	45.47
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			SEPT WATER COOLER RENTAL	38.00
			5-GAL BOTTLED WATER	7.59
		NICK'S TRUE VALUE HARDWARE	GORILLA SUPER GLUE	<u>5.49</u>
			TOTAL:	3,091.92
Parks	General Fund	CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	77.50
			WATER SOFTENER 9/1-9/30/23	106.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	7.70
		BEISHIR LOCK & SECURITY	CAMERA INSTALL- CONTROL RO	460.00
		AMAZON CAPITAL SERVICES INC	DIAPHRAGM PUMP- PARKS	36.98
			BATTERIES- CAR COUNTER	27.11
		MCS RENTAL & SUPPLY	LIFT RENTAL-PRK CAMERA INS	<u>325.00</u>
			TOTAL:	1,044.29
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 6/30-9/29/20	<u>417.66</u>
			TOTAL:	417.66
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 27	671.60
		ED ROEHR SAFETY PRODUCTS CO	REP PUSH BUMPER BRCKTS-PD3	218.24
		MO POLICE CHIEFS ASSC	CLERKS TRAINING-N. CHAMBER	350.00
		LEON UNIFORM CO INC	UNIFORM & ACCESSORIES-ROSEN	493.98
			FLASHLIGHT HOLDERS	203.00
			FLASHLIGHT HOLDERS	48.00
			UNIFORM PANTS & SHIRT-VERN	91.99
			UNIFORM & ACCESSORIES-CARS	799.49
			UNIFORM & ACCESSORIES-CARS	510.14
		HEDRICK MOTIV WERKS LLC	MOTOR CONNECTOR REPAIR-PD	150.07
			OIL CHANGE- PD 27	90.00
			OIL CHANGE & WTR PUMP- PD1	1,094.05
			OIL CHANGE- PD 26	90.00
			OIL CHANGE- PD 31	90.00
			OIL & WINDOW REP- 2010 FUS	289.26
			REPLACE BATTERY- PD 24	221.50
			ARROWHEAD SCIENTIFIC INC	75.00
		AMAZON CAPITAL SERVICES INC	BARRIER TAPE	75.00
			HDMI CABLES	<u>97.98</u>
			TOTAL:	5,584.30
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	SWIFFER DUSTER REFILL & MO	95.74
			SWIFFER MOP & DUSTER REFI	85.28
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 9/1-9/30/	4,065.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				4,246.02
Engineering	General Fund	HORNER & SHIFRIN INC	OB TL03 IMPROV- MARGARITAV	4,945.00
			OB TL03 IMPROV-MARGARITAVI	<u>1,075.00</u>
TOTAL:				6,020.00
Information Technology	General Fund	DELL MARKETING LP	PRO SUP SC4020/SC200 8/23-	5,062.30
		FORWARD SLASH TECHNOLOGY LLC	SEPT MANAGED SERVICES	5,806.20
			SEPT EMAIL PHISHING SEC TR	375.00
			INSTALL AIRE SPRING & TRAV	1,372.50
			SEPT VULNERABILITY SCAN	499.00
			SEPT BARRACUDA EMAIL SEC	<u>1,476.00</u>
TOTAL:				14,591.00
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	<u>270.00</u>
TOTAL:				270.00
Economic Development	General Fund	SMART POSTAL CENTERS	FALL FEST & FOOD TRUCK BAN	320.00
		4 IMPRINT INC	2023 FALL FEST GIVEAWAYS	<u>1,957.51</u>
TOTAL:				2,277.51
Transportation	Transportation	GRAINGER INC	YELLOW JACKETS	165.93
		MO ONE CALL SYSTEM INC	LOCATES	76.95
		MOTOR HUT INC	CASTER FORK- ZERO TURN MOW	99.95
		ECONO SIGNS & BARRICADE LLC	SIGN DATE DECALS	164.43
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC ADAPTERS-SKIDSTE	12.68
			HOSE & COUPLING- BUCKET TR	240.26
		DAM STEEL SUPPLY	SQUARE TUBE- STREET SIGNS	16.00
		VANCE BROTHERS, INC	PVMENT SEALING PRGRM OB23-	172,424.00
		COMFORT CARE	PW AC REPAIR	101.25
			AC REPAIR & PARTS- PW	380.81
		KEY EQUIPMENT & SUPPLY CO	IGNITION KEY- STREET SWEEP	40.74
		MAGRUDER LIMESTONE CO INC	1" MINUS & 2-6" CLEAN	722.53
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	222.60
			TRANS DEPT FLOOR MATS	15.28
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	275.39
			TRANS DEPT FLOOR MATS	12.25
		CAPITAL TRUCK DRIVING INSTITUTE INC	CDL TRNG DEPOSIT- P. SCHIL	100.00
		J & A TRAFFIC PRODUCTS LLC	ANCHORS & POSTS	11,890.00
		AMAZON CAPITAL SERVICES INC	CUPS,PPR TOWEL,HYDRGN PERO	74.04
			CREAMER & SUGAR	13.78
			LEATHER WORK GLOVES	96.42
			BATTERIES	31.09
		IBERIA TIRE & AUTO INC	NEW TIRE & BALANCE- TRK 66	638.84
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		NICK'S TRUE VALUE HARDWARE	BRACKET- ARROW SIGN	<u>144.95</u>
TOTAL:				187,976.83
Water	Water Fund	USABBLUEBOOK	HYDRANT BACKFLOW & ADAPTER	2,051.01
			HYDRANT ADAPTER	88.95
		MO ONE CALL SYSTEM INC	LOCATES	76.95
		SCHULTE SUPPLY INC	52 5/8" METERS	15,841.28
		KNAPHEIDE TRUCK INC	CRANE MAINT- TRK 52	439.00
		CONSOLIDATED ELECTRICAL DISTR, INC	PVC ELBOWS & COUPLINGS- OL	9.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMFORT CARE	PW AC REPAIR	101.25
			AC REPAIR & PARTS- PW	380.80
		CINTAS CORPORATION	WATER DEPT UNIFORMS	146.56
			WATER DEPT FLOOR MATS	15.28
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	CUPS,PPR TOWEL,HYDRGN PERO	74.03
			CREAMER & SUGAR	13.77
			BATTERIES	31.09
		POLLARDWATER	HYDRANT VALVES	1,359.80
			SONOSCOPES	226.90
			HYDRANT METER	3,529.17
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		GFI DIGITAL	UB PRNTR MAINT 9/11-10/10/	10.31
		A K SMALL ENGINES LLC	MAKITA MM4 OVER HAUL	232.37
			TOTAL:	24,804.11
Sewer	Sewer Fund	AMOS SEPTIC SERVICE INC	PUMPOUT@ WALKERS CAY	380.00
			PUMPOUT@ ROCKWAY	38,493.00
			PUMPOUT@ GREENWOOD	200.00
		MO ONE CALL SYSTEM INC	LOCATES	76.95
		MUNICIPAL EQUIPMENT CO	GRINDER PUMPS- INVENTORY	103,521.00
		O'REILLY AUTOMOTIVE STORES INC	TOW STRAPS- SANDS	65.98
			GREASE,LUGS,BRUSHES-BTTRY	35.93
			HEX BIT SET & SOCKET SET	37.98
			HOOK RATCHET STRAPS-CRANE	119.98
			COMPRESSOR OIL- PUMP TRK	23.99
			HEX BIT SOCKET SETS	31.98
		CONSOLIDATED ELECTRICAL DISTR, INC	WIRE	29.97
		BUTLER SUPPLY CO	CIRCUIT BREAKER- SANDS	47.42
			SCREWDRIVER- SANDS	8.46
			SCREWDRIVERS- SANDS	16.92
			ELECTRICAL TAPE- SANDS	6.84
			ALUMINUM CONDUCTORS-L/S RE	1,828.86
			WIRE PULLING GEL	19.05
			PVC PARTS- L/S REPAIR	132.34
		COMFORT CARE	PW AC REPAIR	101.25
			AC REPAIR & PARTS- PW	380.81
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	419.96
			SEWER DEPT FLOOR MATS	15.28
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	357.63
			SEWER DEPT FLOOR MATS	12.25
		CAPITAL TRUCK DRIVING INSTITUTE INC	CDL TRNG DEPOSIT- E. HEGER	100.00
		MILLER AUTO SUPPLY	MUD FLAPS- TRK 60	40.98
		AMAZON CAPITAL SERVICES INC	CUPS,PPR TOWEL,HYDRGN PERO	74.04
			SAFETY POP OFF VALVE- JETT	25.73
			SCREWDRIVER SETS	79.92
			CREAMER & SUGAR	13.77
			BATTERIES	31.10
		REEVES-WIEDEMAN COMPANY	WELDED PIPE	1,514.00
			STAINLESS BALL VALVES	416.20
			RETURN STAINLESS BALL VALV	416.20-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUTS @ ROCKWAY & GREEN	1,289.50
		LINDYSPRING LAKE OF THE OZARKS	PW SEPT WATER COOLER RENTA	10.00
		CARDINAL PUMP COMPANY	MYERS RAIL ADAPTERS	3,900.00
		GFI DIGITAL	UB PRNTR MAINT 9/11-10/10/	10.31
		NICK'S TRUE VALUE HARDWARE	WASHERS	10.99
			RETRIEVING MAGNET	27.99
			BOLTS	1.70
		SUNSET TIRE AND SERVICE	BRK REP & BOOST ASSMBLY-TR	758.04
		HIGH TIDE TECHNOLOGIES	ANN COMM CALL- HOBBY LOBBY	420.00
			ANN COMM CALL- RED HEAD	360.00
			ANN COMM CALL- ELBOW CAY	360.00
		VAPEX ENVIRONMENTAL LLC	ODOR CONTROL TEST- SANDS L	<u>10,000.00</u>
			TOTAL:	165,394.36
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	105.16
			MEDICAL SUPPLIES	39.98
		HEDRICK MOTIV WERKS LLC	BRAKE PADS & CENTER LINK-M	1,770.48
		DOUGLAS G WILSON DO PC	AUG MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	11.56
		QUADMED INC	MEDICAL SUPPLIES	<u>502.80</u>
			TOTAL:	3,429.98
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,407 GAL LCF JET FUEL	26,767.27
			7,519 GAL LCF JET FUEL	27,859.70
			7,126 GAL LCF JET FUEL	26,229.44
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
			LCF UNIFORM RENTAL	7.69
		BEISHIR LOCK & SECURITY	PRTS/LABOR INSTALL LCF CAM	28,893.68
		DBT TRANSPORTATION SERVICES LLC	NAVAID PRTS LCF RECABLNG P	13,592.71
		SMITH PAPER & JANITOR SUPPLY CO INC	TOILET PAPER & PAPER TOWEL	94.77
			FUEL SURCHARGE	<u>4.00</u>
			TOTAL:	123,456.95
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	1,187 GAL GG JET FUEL	4,369.13
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		BEISHIR LOCK & SECURITY	PRTS/LABOR INSTALL GG CAME	28,168.47
		NICK'S TRUE VALUE HARDWARE	BOLTS & DRILL BIT	22.97
			BREAKER	<u>9.99</u>
			TOTAL:	32,578.50

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

10	General Fund	37,551.62
20	Transportation	187,976.83
30	Water Fund	24,804.11
35	Sewer Fund	165,394.36
40	Ambulance Fund	3,429.98
45	Lee C. Fine Airport Fund	123,456.95
47	Grand Glaize Airport Fund	32,578.50

GRAND TOTAL:		575,192.35
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TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-66 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with All Clear Pumping and Sewer, LLC for the Gravity Sewer CCTV & Cleaning - Phase 1 Project in an amount not to exceed \$41,529.50. *Second Reading*

Requested Action:

Second Reading of Bill #23-66

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair to System

FY2023 Budgeted Amount: \$959,300

FY2023 Expenditures to Date (08/30/23): (\$ 1,036.377)

FY2023 Available: \$(-77,077)

FY2023 Requested Amount: \$41,529.50

Department Comments and Recommendation:

This project was bid out in July and the City received 4 bids. The low bid is All Clear Pumping and Sewer with a bid of \$41,529.50. All Clear has the lowest unit price and they are one of the most well respected companies in central Missouri that do this work. All of the other bidders had a much higher unit price or very little experience with this type of work. There was an alternate in this bid to do some of the hardest to reach gravity sewer cleaning and inspection. While some of the bids received did include this work, All Clear did not bid on this portion because it is so hard to get to. This is our first phase in a five-year project to inspect and clean all gravity sewer lines in our system. We feel that the best path

forward is to let All Clear do the work they bid on, get their feed back, and then create another project in a future phase to clean and inspect this harder to reach section. I have checked All Clear's references and found no problems. The City does have a lot of experience working with All Clear as well.

The budget for this project is \$93,260. The budget for the sewer repair system account is already over budget, although the overage has nothing to do with this project. I will be working with the Sewer Superintendent and the City Administrator to forecast the needs in this account for the rest of this year and a budget amendment will be provided at a future meeting.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-66 is in correct form.

City Administrator Comments:

The first reading was read and approved September 7, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ALL CLEAR PUMPING AND SEWER, LLC FOR THE GRAVITY SEWER CCTV & CLEANING – PHASE 1 PROJECT IN AN AMOUNT NOT EXCEED \$41,529.50.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty One Thousand Five Hundred Twenty-Nine Dollars and Fifty Cents. (\$41,529.50)

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

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

READ FIRST TIME: September 7, 2023 READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.66 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 22.66.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **All Clear Pumping and Sewer a** Corporation of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Gravity Sewer CCTV & Cleaning – Phase 1

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Forty-One Thousand Five Hundred Twenty Nine Dollars and Fifty Cents (\$41529.50)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Gravity Sewer CCTV & Cleaning – Phase 1

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Gravity Sewer CCTV & Cleaning – Phase 1

BID FORM

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

Gentlemen:

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

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

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

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

No. 1 Dated July 26, 2023
No. _____ Dated _____

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Pipe Cleaning	LF	14,910	\$1.45/ft.	\$21,619.50
2	Video Inspection	LF	14,910	\$1.00/ft.	\$14,910.00
3	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid:					\$41,529.50

TOTAL BID IN WRITING: Forty-One Thousand Five Hundred Twenty-Nine Dollars & Fifty Cents

Alternate No. 1 – Additional Sewer Cleaning and Video Inspections

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Pipe Cleaning	LF	5,950	N/A	N/A
2	Video Inspection	LF	5,950	N/A	N/A
NOT BIDDING					Total Alternate No. 1 Bid

7/26/2023

Bid Form
(Addendum No.1)

BF-1

Gravity Sewer CCTV & Cleaning – Phase 1

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

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

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

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

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

Dated at _____ this 2nd day of August, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Gravity Sewer CCTV & Cleaning – Phase 1

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

All Clear Pumping and Sewer, LLC

Name of Corporation

By

[Signature]

Signature & Title

Director of Operations

Carrie McMillin

Typed or Printed Name

ATTEST:

[Signature]

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Tracy Chilton

Typed or Printed Name

Business Address of Bidder: _____

502 Shady Acres Rd
Centertown, MO 65023

Telephone No. 573-634-0165

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Shawn Chilton

502 Shady Acres Rd, Centertown MO 65023

Secretary

Tracy Chilton

502 Shady Acres Rd, Centertown MO 65023

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

- a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
PWSD #3 of Franklin County	2023	CCTV 17K ft.	\$ 25,000
City of Moberly	2022	CCTV 6K ft.	\$ 71,000
Meco Engineering	2023	CCTV 5K ft.	\$ 20,000

- b. List of equipment available for this job.

CCTV Truck

Hydro-excavating Truck

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

(Name)

(Type of Work)

None

This report is an integral part of the proposal.

Dated August 2, 2023

By Carrie McMillin

Title Director of Operations

Gravity Sewer CCTV & Cleaning – Phase 1

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name All Clear Pumping and Sewer

Address 502 Shady Acres Rd, Centertown MD 65023

Internal Revenue Service Employer Identification Number 27-0766671

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause ☒ Yes ☐ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract ☐ Yes ☒ No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. ☒ Yes ☐ No.
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ☐ Yes ☒ No.

2. Dollar amount of bid \$ 41,529.50

3. Anticipated performance period 10 days.

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

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

Gravity Sewer CCTV & Cleaning – Phase 1

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Carrie Mcmillin Director of operations
(Name and Title of Signer - type written)


Signature

August 2, 2023
(Date)

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

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

All Clear Pumping and Sewer
Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name N/A

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

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

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must

Gravity Sewer CCTV & Cleaning – Phase 1

be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Carrie McMillin Director of Operations
(Name and Title of Signer - type written)


Signature

August 2, 2023
(Date)

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

**Bid Tabulation
Gravity Sewer CCTV Cleaning
Osage Beach Project
August 3, 2023**



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

Item	Description	Unit	Quantity	Engineer's Estimate		Hydro Clean		Kissick Construction		All Clear Pumping and Sewer		Four Seasons Plumbing	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Pipe Cleaning	LF	14910	\$ 2.00	\$ 29,820.00	\$ 1.97	\$ 29,372.70	\$ 3.00	\$ 44,730.00	\$ 1.45	\$ 21,619.50	\$ 1.78	\$ 26,539.80
2	Video Inspection	LF	14910	\$ 1.75	\$ 26,092.50	\$ 1.49	\$ 22,215.90	\$ 6.00	\$ 89,460.00	\$ 1.00	\$ 14,910.00	\$ 1.78	\$ 26,539.80
8	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
							\$ -		\$ -		\$ -		\$ -
TOTAL BASE BID					\$ 60,912.50		\$ 56,588.60		\$ 139,190.00		\$ 41,529.50		\$ 58,079.60
Alternate #1 - Additional Sewer Cleaning and Video Inspections													
1	Pipe Cleaning	LF	5950	\$ 2.50	\$ 14,875.00	\$ 5.91	\$ 35,164.50	\$ 3.00	\$ 17,850.00	\$ -	\$ -	\$ 1.95	\$ 11,572.75
2	Video Inspection	LF	5950	\$ 2.25	\$ 13,387.50	\$ 4.47	\$ 26,596.50	\$ 6.00	\$ 35,700.00	\$ -	\$ -	\$ 1.95	\$ 11,572.75
					\$ 28,262.50		\$ 61,761.00		\$ 53,550.00		\$ -		\$ 23,145.50
Grand Total					\$ 89,175.00		\$ 118,349.60		\$ 192,740.00		\$ 41,529.50		\$ 81,225.10

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-69 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, transfer of funds for Sewer Fund necessary expenses. *First Reading*

Requested Action:

First Reading of Bill #23-69

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Prior to Year-End

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-69 is in correct form.

City Administrator Comments:

Based on previously approved expenditures and estimated upcoming needs for the remainder of the year for Maintenance/Support Services, Professional Services, and Repair of System in the Sewer Fund, the following line item amendments are needed. Maintenance/Support Service increase is due to the new work order system and other repairs; Professional Services increase is due to a recent bill approved for plumbing services and necessary expenditures related to the increase in station pumping; Repair

of System increase is due to recent emergency needs and an increase in pump inventory.

	<u>Org. Budget</u>	<u>Amended</u>	<u>Increase/(Decrease)</u>
Maintenance/Support Services	\$ 17,300	\$ 40,200	\$ 22,900
Professional Services	\$ 40,000	\$ 190,000	\$ 150,000
Repair of System	\$959,300	\$2,000,000	\$1,040,700

Total amendment of the above-stated line items = \$1,213,600. The department has identified nearly \$1 million of budgeted projects in FY2023 that are not expected to come to fruition due to change in need or other factors, which will allow the Sewer Fund cash flow to support these amendments for FY2023. In addition, other savings have been identified at this time in the Sewer Fund as well as some increases in revenues which will also contribute to the fund's cash flow. These amendments will not change the originally budgeted use of sewer reserves and will not necessitate any additional use of CIT funds at this time.

Internally, we are working on the upcoming year's operating budget, and with the Draft #1 to be reviewed next month, more details will be available for both FY2023 year-end reconciliation and FY2024 budget requests.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR SEWER FUND NECESSARY EXPENSES

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
35-00-733610 Maintenance/Support Service	\$ 17,300	\$ 40,200
35-00-733800 Professional Services	\$ 40,000	\$ 190,000
35-00-743300 Repair of System	\$959,300	\$2,000,000

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.69 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.69.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-70 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Elks Lodge #2517 Veterans Parade event support request in an amount not to exceed \$2,000. *First Reading*

Requested Action:

First Reading of Bill #23-70

Ordinance Referenced for Action:

Board of Aldermen approval required for the distribution of funds from the Community Promotions - Community Event Support account per Municipal Code Section 110.400 Expenditures from Community Promotions - Community Event Support Budget Item.

Deadline for Action:

Yes - Event will be held on November 11, 2023.

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2023 Budgeted Amount: \$ 13,000

FY2023 Expenditures to Date (MM/DD/YY): (\$ 6,000)

FY2023 Available: \$ 7,000

FY2023 Requested Amount: \$ 2,000

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-70 is in correct form.

City Administrator Comments:

Per City Code 110.400, the community event support funds shall be spent for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted to the City Administrator and shall be approved by the Board of Aldermen based on the applicant's need.

Enclosed is the Elks Lodge #2517 Veterans Parade Support Application with supplemental information submitted by the applicant. The request is for \$2,000. The event is scheduled to be held on November 11, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE VETERAN'S DAY PARADE 2021 EVENT SUPPORT REQUEST IN THE AMOUNT OF \$2,000.00

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

Section 1. That the expenditure of funds for advertising in an amount of Two Thousand Dollars (\$2,000.00) is hereby authorized to Lake of the Ozarks Elks Lodge #2517 for the Veteran's Day Parade held on November 11, 2023.

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

Section 3. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.70 was duly passed on, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.70.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

RECEIVED

AUG 28 2023

CITY CLERK



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

Requested Amount: \$2000⁰⁰ Date of Request: 8-22-23

Organization Information:

Organization Name: Elks Lodge # 2517
Address: 5161 Osage Beach Pkwy. Osage Beach
Phone # 573-348-3798 Fax # _____
Contact Name: Robert Bickle
Phone # (cell) 870-631-0387 (Other) _____

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

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

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

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

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

Event Information:

Event Name: Elks Veterans Parade
Event Dates: November 11, 2023
Event Location: Osage Beach Parkway
Description of event: Veterans parade

How will the proceeds of this event be used? all of the above

How will the City be recognized through this event? As a major sponsor

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

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

If yes, explain: _____

Total budget for the event: \$5000

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

In the case of a budget shortfall, how will the loss be covered? General Fund

How many years has this event been held? 10 year

Estimated attendance this year? 2000 Last year's attendance, if applicable? 2000

Applicant:

Application Completed By: Robert Bickle

Contact Phone/Cell: 870-631-0387

Robert D Bickle Robert D. Bickle 8-22-23

Signature

Print Name

Title

Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

Internal Use

Date Application Received: 8/28/2023 By: jwoods

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

August 30, 2023

City of Osage Beach, MO

2023 Elks Veterans Parade

The total budget for the parade is \$4,000. Elks is providing \$2,000 of the budget, which details from private donations and advertising from T-shirt sells. The Veterans committee is requesting \$2,000 from the City of Osage Beach. Budget includes food, pop, beer and water for the public which are invited after parade.

Robert Bickle

Chairman of Veterans Parade

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-71- An ordinance of the City of Osage Beach, Missouri, accepting Amy Lane into City inventory. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-71

Ordinance Referenced for Action:

Board of Aldermen approval required for acceptance of a street into the public road system per Municipal Code Section 510.035 Acceptance of New Streets into the City Public Road System.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Construction of Amy Lane was completed in August 2023, and the road is ready for acceptance into City inventory. A right of way map and the recorded deeds are attached.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-71 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING AMY LANE INTO CITY INVENTORY

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to accept Amy Lane into the City's street inventory as described in the attached Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G.

Section 2. That the right-of-way described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, 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 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.71 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: 0 Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.71.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CAMDEN)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last written above.

Notary Public

Printed
Name

My commission expires: _____

EXHIBIT A

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:36 PM

Book: 883 Page: 185

Type: WD

Pages: 8

Fee: \$39.00 8 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10 day of November, 2022 by and between **Cory M. Hofeldt single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of Lot Nine (9) INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, page 41A and 41B. Except that conveyed to the City of Osage Beach in Book 607, page 949 for ingress and egress twenty (20) feet wide, over and across the existing roadway.

Subject to all restrictions and reservations, conditions and easements of record.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said

party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: 10th November, 2022

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1241 Amy Lane Osage Beach, MO 65065 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

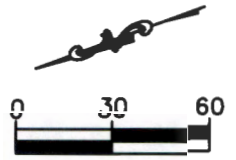
BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: Notary Public



EXHIBIT "A"



MACE ROAD

N/F
BAX, JONAH M &
REAGAN M
BK. 800 PG. 548
LOT 4

N/F
REDMAN, GREGORY
B TRUSTEE
BK. 489 PG. 890
LOT 10

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
BAX, JONAH M &
REAGAN M
BK. 765 PG. 783
LOT 3

N/F
HOFELDT, CORY M
BK. 731 PG. 952
LOT 9

EXISTING 40' WIDE
RIGHT-OF-WAY

N/F
LOWERY, DEWAYNE L
& CAREY A
BK. 518 PG. 564
LOT 2

N/F
HOFELDT, CORY M &
ANDREA M
BK. 826 PG. 995
LOT 8

EXISTING 40' WIDE
RIGHT-OF-WAY DEDICATION
PLAT BOOK 31 PAGE 26A

N/F
MUNSTERMAN, D SCOTT
& AMY E
BK. 615 PG. 713
LOT 1

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
PACYGA, GLENN
BK. 774 PG. 068
LOT 7

N/F
ADAMS, M DALE
& EDYTHE C
BK. 698 PG. 204

INDIAN POINTE ROAD

**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

EXHIBIT B

Recorded In Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:37 PM

Book: 883 Page: 186

Type: WD

Pages: 8

Fee: \$39.00 8 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10 day of November, 2022 by and between **Cory M. Hofeldt single married and Andrea M. Hofeldt single married of the State of Missouri** parties of the first part, and **City of Osage Beach, of the County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of lot 8 of INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 31, at Pages 41A and 41B, Camden County Recorder's Office.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said

premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

Andrea M. Hofeldt
Andrea M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt and Andrea M. Hofeldt personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: 10th, November, 2022

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1241 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

Andrea M. Hofeldt
Andrea M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt and Andrea M. Hofeldt personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: _____ Notary Public

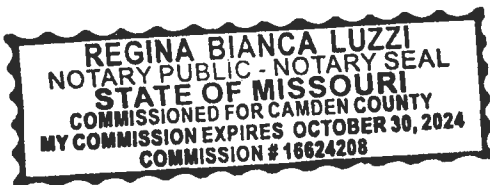
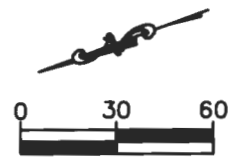


EXHIBIT "A"



MACE ROAD

N/F
BAX, JONAH M &
REAGAN M
BK. 800 PG. 548
LOT 4

N/F
REDMAN, GREGORY
B TRUSTEE
BK. 489 PG. 890
LOT 10

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
BAX, JONAH M &
REAGAN M
BK. 765 PG. 783
LOT 3

N/F
HOFELDT, CORY M
BK. 731 PG. 952
LOT 9

EXISTING 40' WIDE
RIGHT-OF-WAY

N/F
LOWERY, DEWAYNE L
& CAREY A
BK. 518 PG. 564
LOT 2

N/F
HOFELDT, CORY M &
ANDREA M
BK. 826 PG. 995
LOT 8

EXISTING 40' WIDE
RIGHT-OF-WAY DEDICATION
PLAT BOOK 31 PAGE 26A

N/F
MUNSTERMAN, D SCOTT
& AMY E
BK. 615 PG. 713
LOT 1

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
PACYGA, GLENN
BK. 774 PG. 068
LOT 7

N/F
ADAMS, M DALE
& EDYTHE C
BK. 698 PG. 204

INDIAN POINTE ROAD

**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6



Recording Date/Time: 03/20/2023 at 01:22:38 PM

Book: 883 Page: 187

Type: EASE

Pages: 4

Fee: \$33.00 & 20230003040

CITY OF OSAQE BEACH

**EASEMENT DEED**

THIS DEED made and entered into this 28th day of October, 2022 by and between **Glenn Pacyga single married**, whose address is **1261 Amy Lane, Osage Beach, MO 65065 (GRANTOR)**, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.) (GRANTEE)**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Drainage Easement to perform grading activities and construct drainage structures, facilities, pipelines, and appurtenances thereto, and alter the lands within the easement for the purpose of drainage, storing, redirecting, detaining, and transferring water over, under, and upon the easement area as required to provide drainage as necessary, with right of way of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

The drainage easement area depicted and described on Exhibit A attached hereto, such land is part of a larger tract of land being recorded in Book 774 and Page 068, situated in the County of Camden and State of Missouri.

together with a temporary construction easement as shown to be used for the initial installation of the main located on either or both sides of the perpetual non-exclusive easement together with the right of ingress to and egress from the perpetual non-exclusive easement and temporary construction easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and temporary construction easement and the right of traveling over said perpetual non-exclusive easement and temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee**

adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement and temporary construction easement. Upon termination or one year of completion of the above-described work, the temporary construction easement shall cease to exist.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

The **Grantee** agrees to pay the **Grantor** reasonable damages which may arise to crops, timber and fences of the **Grantor** from the exercise of the rights herein granted. Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said Grantor and Grantee have executed these presents the day and year first above written.

Grantor

Glenn Pacyga (signed)
GLENN PACYGA (printed)

STATE OF MISSOURI)
) SS:
COUNTY OF CAMDEN)

On this 28th day of October, 2022 before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

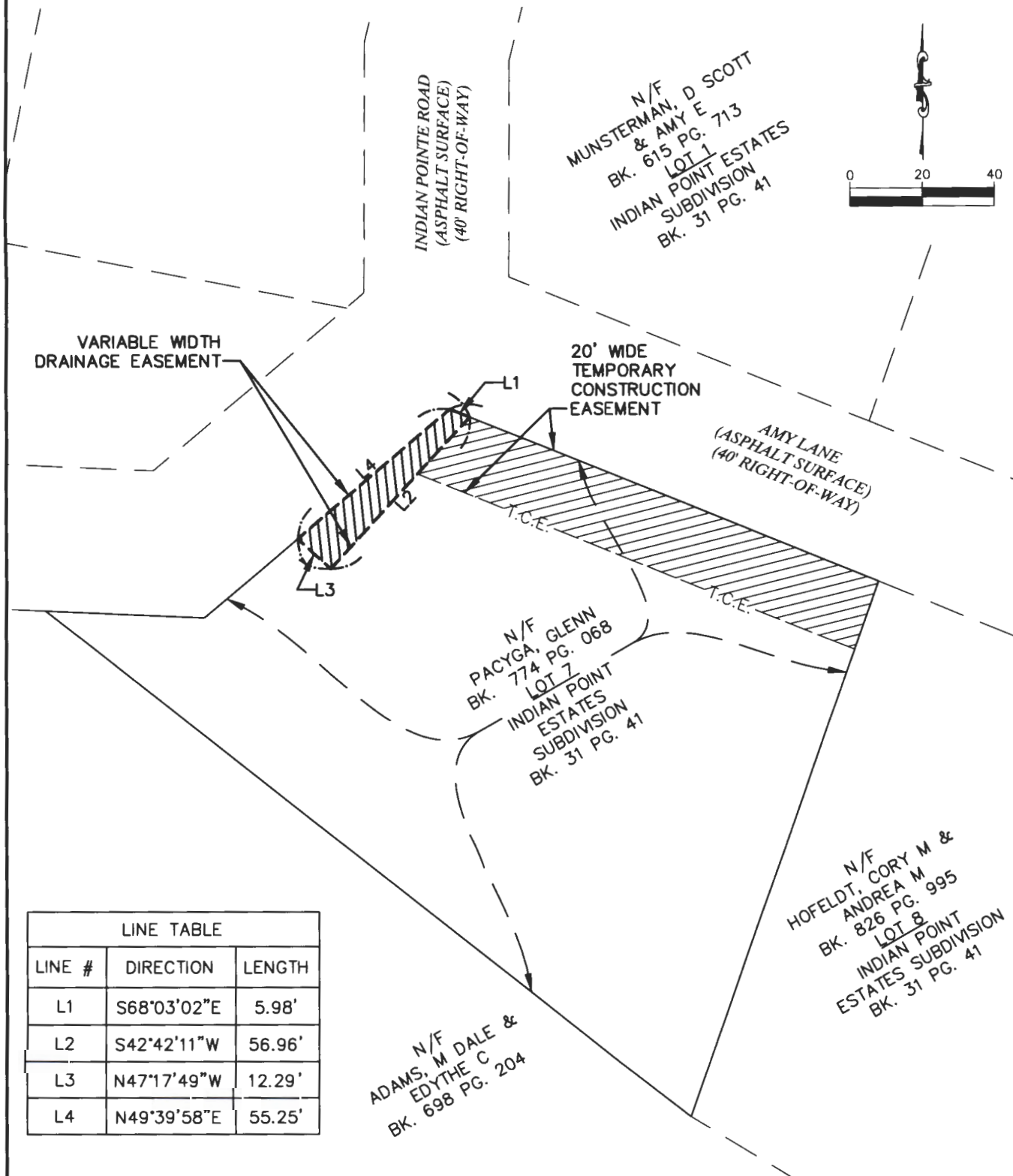
IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: 4/15/2025

Meloney A. Wallander
Notary Public

MELONEY A. WALLANDER
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 96449980
Camden County
My Commission Expires: Apr. 15, 2025

EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**
LOT 7 BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:41 PM

Book: 883 Page: 190

Type: WD

Pages: 6

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 23 day of Sept., 2022 by and between **D. Scott Munsterman (Deceased) and Amy E. Meeker** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:,

All of Lot No. 1 of INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office.

SUBJECT TO DEED RESTRICTIONS AND EASEMENTS, RIGHTS OF WAY OF RECORD AND ZONING REGULATIONS.

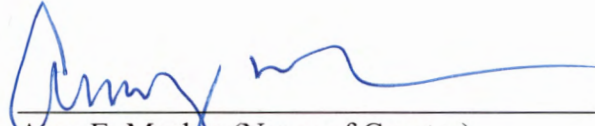
do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 23 day of Sept, 2022.

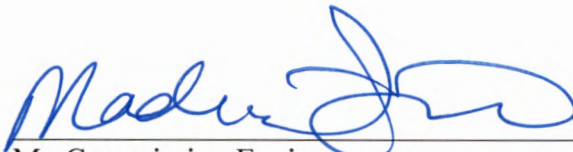

Amy E. Meeker (Name of Grantor)

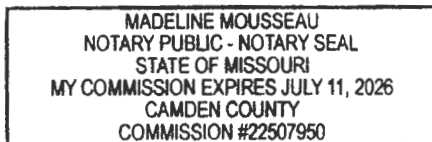
STATE OF MISSOURI

COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Amy E. Meeker personally known to me to be the grantor whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 23 day of Sept., 2022.


My Commission Expires: 7/11/26 Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: ^{Sept am} August 23, 2022

TO WHOM IT MAY CONCERN

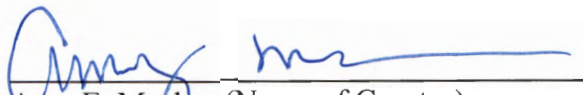
The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1260 Amy Lane Osage Beach, MO 65065 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 23 day of Sept., 2022.

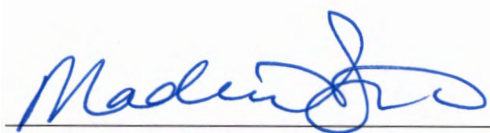

Amy E. Meeker (Name of Grantor)

STATE OF MISSOURI

COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Amy E. Meeker personally known to me to be the grantor whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 23 day of Sept., 2022.


My Commission Expires: 7/11/26

Notary Public

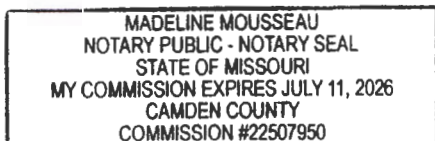
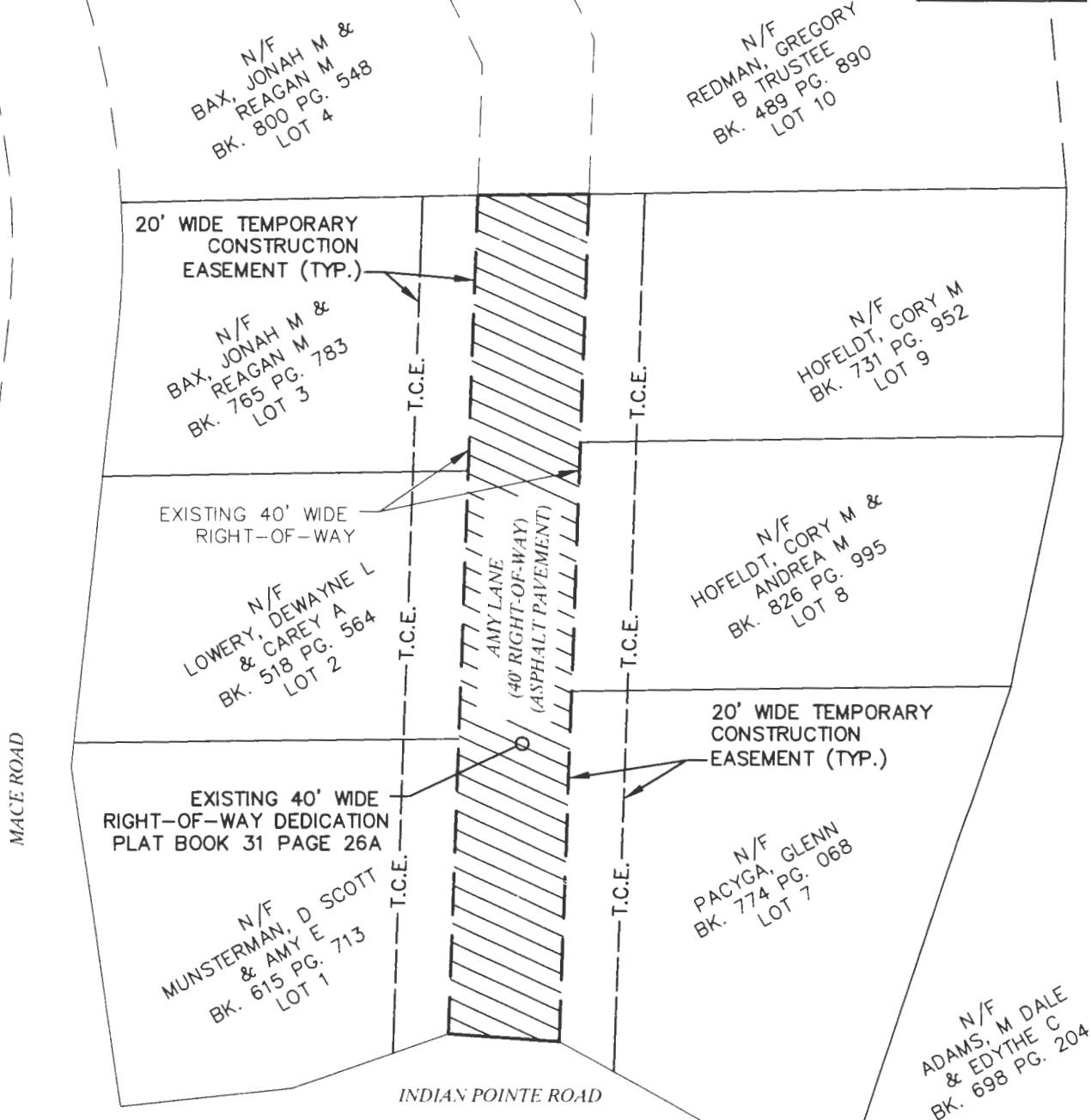
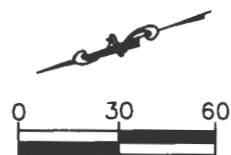


EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:39 PM

Book: 883 Page: 188

Type: WD

Pages: 8

Fee: \$39.00 8 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 26th day of October, 2022 by and between **Glenn Pacyga single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of Lot 7 of "INDIAN POINTE ESTATES SUBDIVISION", a subdivision in Camden County, Missouri according to the plat thereof on file and of record at Book 31, Pages 41A and 41B. Camden County Recorder's Office.

ALSO:

A tract of land lying in part of Government Lot 7 of the Northwest Quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, and lying South of and adjacent to Lot 7 of Indian Pointe Estates Subdivision, a subdivision of record at Plat Book 31, Page 41, Camden County, Missouri and more particularly described as follows: Beginning at an existing iron pin at the South line of said Lot 7 a distance of 157.09 feet to an iron pin located on the Easterly right-of-way of an existing road; thence departing said South line and running along said Easterly right-of-way South 22 degrees 13 minutes West 30.0 feet to another iron pin; thence North 17 degrees 01 minute East 30.0 feet returning to the point of beginning.

SAVE AND EXCEPT THEREFROM:

A tract of land lying in the West half of Lot 6 of the Northeast Quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri, described as follows: From an angle iron which marks the southeast corner of the West half of Lot 6 of Section 1, Township 39 North, Range 16 West, run North along the East

line of the West half of Lot 6 of Section 1, 681.01 feet to an iron pin; thence leaving said East line South 59 degrees 07 minutes West 46.43 feet; thence North 18 degrees 39 minutes West 138.00 feet to an iron pin for the point of beginning; thence continue North 18 degrees 39 minutes West 66.10 feet to an iron pin; thence South 57 degrees 58 minutes West 102.01 feet to an iron pin; thence South 58 degrees 40 minutes West 83.35 feet to the centerline of a 30 foot road; thence South 29 degrees 00 minutes East along said centerline 54.18 feet; thence leaving said centerline North 61 degrees 47 minutes East 74.56 feet to an iron pin; thence North 61 degrees 40 minutes East 99.09 feet to the point of beginning.

SAVE AND EXCEPT all that portion of the above described tract of land which lies within the right-of-way of said 30 foot road.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 26th day of October, 2022

Glenn D. Pacyga
Glenn Pacyga (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

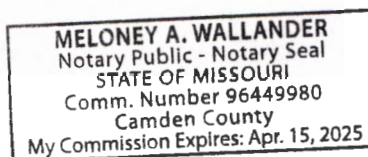
BEFORE ME, the undersigned authority, on this day personally appeared Glenn Pacyga personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 26th day of October, 2022

Glenn D. Pacyga
My Commission Expires: _____ Notary Public

4/15/25

Meloney A. Wallander



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: October 26, 2028

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1261 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 26th day of October, 2022.

Glenn D Pacyga
Glenn Pacyga (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Pacyga personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 26th day of October, 2022.

4/15/2025 Meloney A Wallander
My Commission Expires: Notary Public

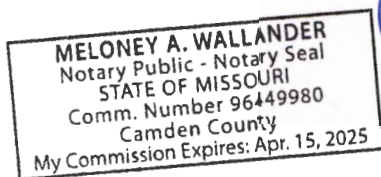
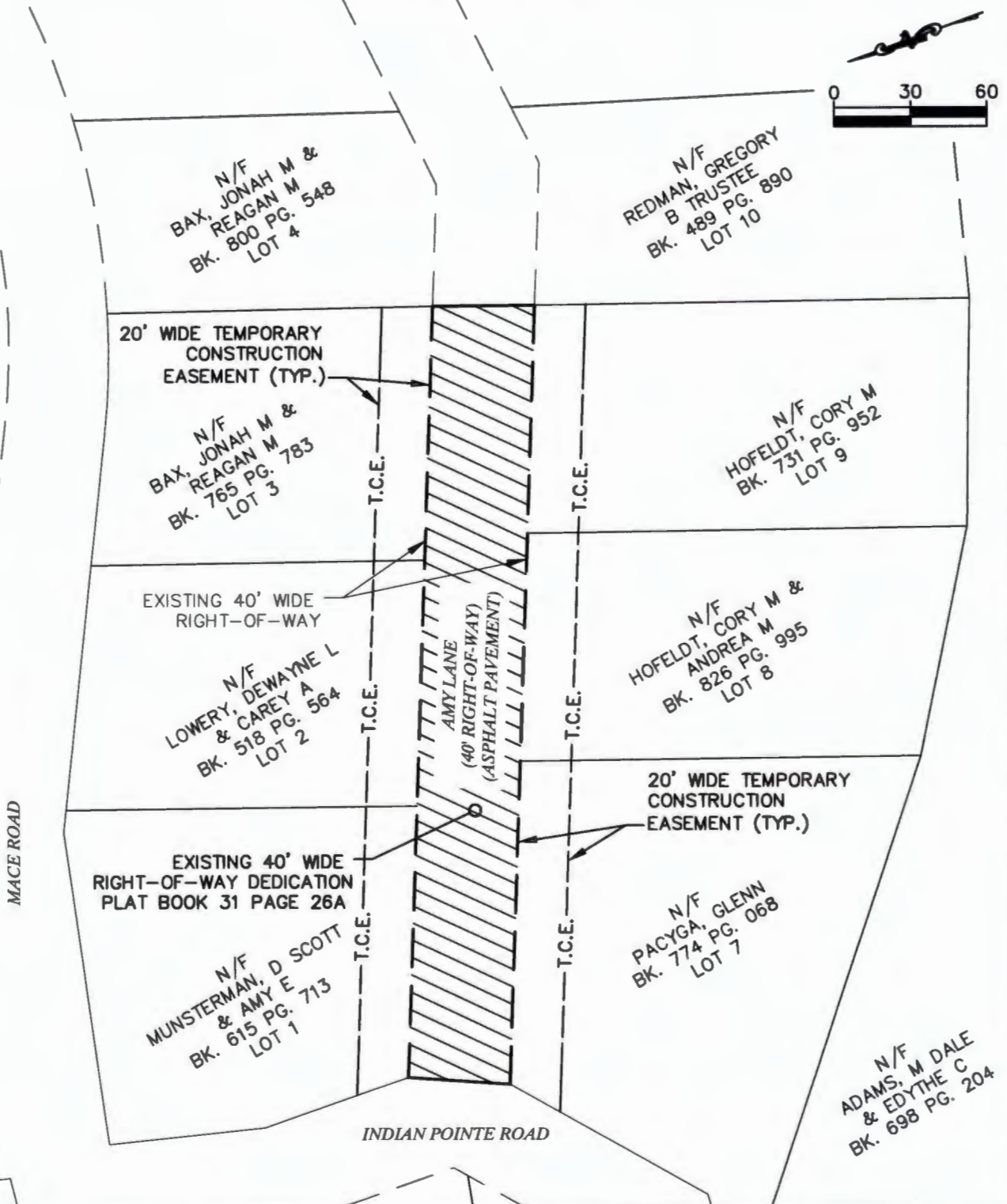


EXHIBIT "A"

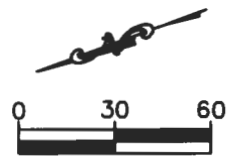


**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

EXHIBIT "A"



MACE ROAD

N/F
BAX, JONAH M &
REAGAN M
BK. 800 PG. 548
LOT 4

N/F
REDMAN, GREGORY
B TRUSTEE
BK. 489 PG. 890
LOT 10

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
BAX, JONAH M &
REAGAN M
BK. 765 PG. 783
LOT 3

N/F
HOFELDT, CORY M
BK. 731 PG. 952
LOT 9

EXISTING 40' WIDE
RIGHT-OF-WAY

N/F
LOWERY, DEWAYNE L
& CAREY A
BK. 518 PG. 564
LOT 2

N/F
HOFELDT, CORY M &
ANDREA M
BK. 826 PG. 995
LOT 8

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

EXISTING 40' WIDE
RIGHT-OF-WAY DEDICATION
PLAT BOOK 31 PAGE 26A

N/F
MUNSTERMAN, D SCOTT
& AMY E
BK. 615 PG. 713
LOT 1

N/F
PACYGA, GLENN
BK. 774 PG. 068
LOT 7

N/F
ADAMS, M DALE
& EDYTHE C
BK. 698 PG. 204

INDIAN POINTE ROAD

**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:40 PM

Book: 883 Page: 189

Type: WD

Pages: 6

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 25th day of October, 2022 by and between **Dewayne L. Lowery, married single, and Carey A. Lowery, married single**, of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of lot No. 2 of INDIAN POINTE ESTATES, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 31 at pages 26A and 26B, and Plat Book 31 at Pages 41A and 41B, Camden County Recorder's Office.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said

premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 25th day of October, 20 22

Dewayne L. Lowery
Dewayne L. Lowery (Name of Grantor)

Carey A. Lowery
Carey A. Lowery (Name of Grantor)

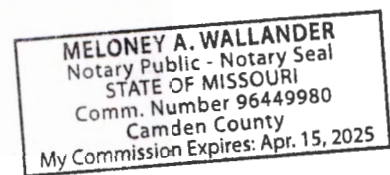
STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Dewayne L. Lowery and Carey A. Lowery personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 25th day of October, 20 22

4/15/2025 Meloney A. Wallander
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: October 25, 2022

TO WHOM IT MAY CONCERN

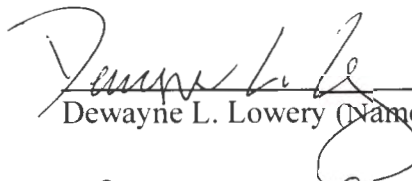
The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1254 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

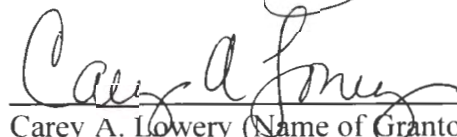
This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 25th day of October, 2022


Dewayne L. Lowery (Name of Grantor)

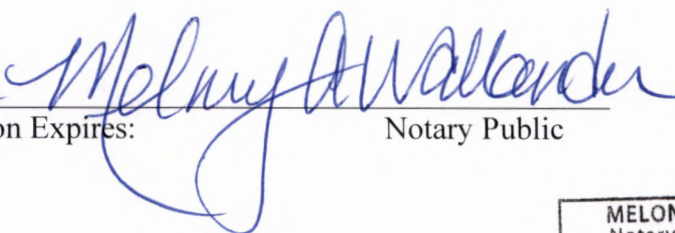

Carey A. Lowery (Name of Grantor)

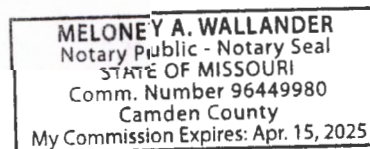
STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Dewayne L. Lowery and Carey A. Lowery personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 25th day of October, 2022

4/15/22 
My Commission Expires: _____ Notary Public



Recorded In Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:35 PM

Book: 883

Page: 184

Type: WD

Pages: 8

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10th day of November, 2022 by and between **Jonah M. Bax single married and Reagan M. Bax single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach, of the County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

Tract I - Lot One (1) of Mawle Estates, a re-subdivision of Lots 4 and 5 of Indian Pointe Estates Subdivision, a subdivision in Camden County, Missouri.

Tract II - Part of Lot 6 of Indian Pointe Estates Subdivision, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office, begin more particularly described as follows: Beginning at the Northeast corner of Lot 5 on the centerline of Mace Road; thence along and with said centerline North 81 degrees 07 minutes East, 25.0 feet; thence departing said centerline South 16 degrees 24 minutes West, 167.4 feet to a point on the centerline of Amy Lane; thence along and with said centerline South 81 degrees 32 minutes West, 25.0 feet, to the Southeast corner of Lot 5; thence departing said centerline and running along the East line of Lot 5, North 16 degrees 24 minutes East 95.5 feet and North 16 degrees 28 minutes East, 71.7 feet, to the Point of Beginning.

Tract III - All of Lot No. 3, of "INDIAN POINTE ESTATES SUBDIVISION", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now

due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

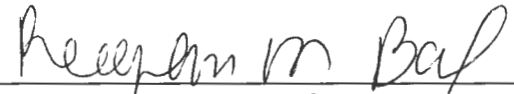
Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever: against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

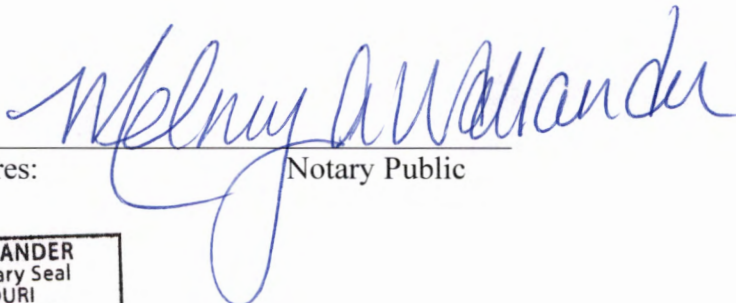

Jonah M. Bax (Name of Grantor)

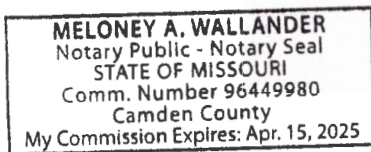

Reagan M. Bax (Name of Grantor)

STATE OF MISSOURI
COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Jonah M. Bax and Reagan M. Bax personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

4/15/2025 
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: November 10 2022

TO WHOM IT MAY CONCERN

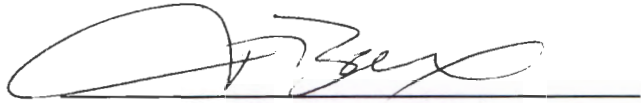
The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1233 Mace Road Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

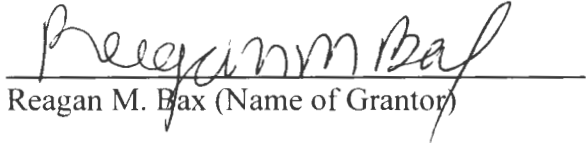
In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022



Jonah M. Bax (Name of Grantor)



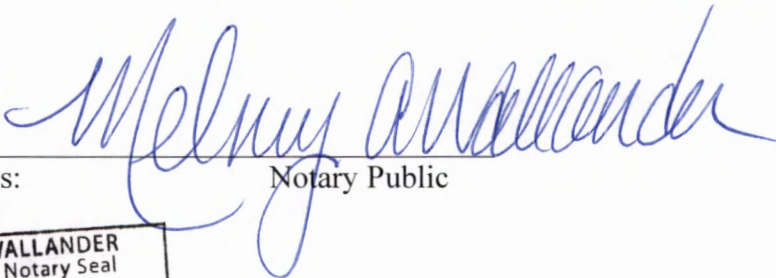
Reagan M. Bax (Name of Grantor)

STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Jonah M. Bax and Reagan M. Bax personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022

4/15/2025 
My Commission Expires: Notary Public

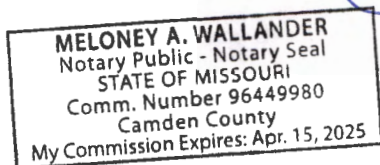
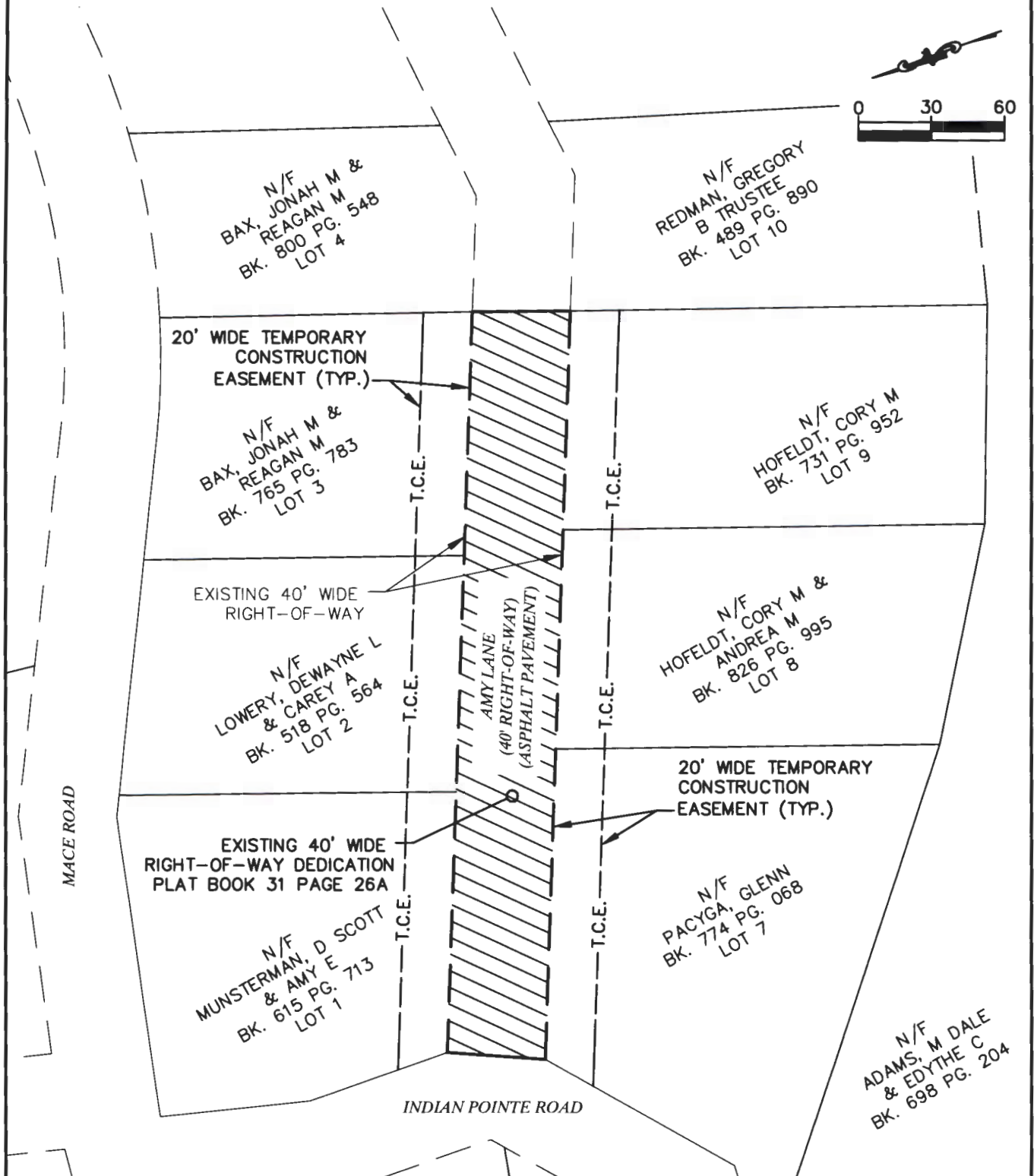


EXHIBIT "A"

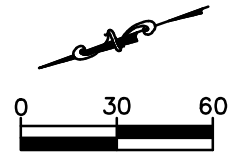


**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

EXHIBIT "A"



MACE ROAD

N/F
BAX, JONAH M &
REAGAN M
BK. 800 PG. 548
LOT 4

N/F
REDMAN, GREGORY
B TRUSTEE
BK. 489 PG. 890
LOT 10

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
BAX, JONAH M &
REAGAN M
BK. 765 PG. 783
LOT 3

N/F
HOFELDT, CORY M
BK. 731 PG. 952
LOT 9

EXISTING 40' WIDE
RIGHT-OF-WAY

N/F
LOWERY, DEWAYNE L
& CAREY A
BK. 518 PG. 564
LOT 2

N/F
HOFELDT, CORY M &
ANDREA M
BK. 826 PG. 995
LOT 8

EXISTING 40' WIDE
RIGHT-OF-WAY DEDICATION
PLAT BOOK 31 PAGE 26A

N/F
MUNSTERMAN, D SCOTT
& AMY E
BK. 615 PG. 713
LOT 1

20' WIDE TEMPORARY
CONSTRUCTION
EASEMENT (TYP.)

N/F
PACYGA, GLENN
BK. 774 PG. 068
LOT 7

N/F
ADAMS, M DALE
& EDYTHE C
BK. 698 PG. 204

INDIAN POINTE ROAD

**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

PAGE 6 OF 6

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-72- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with 3 Tree Enterprises LLC for the Various Roof Replacements project at Lee C. Fine Airport for an amount not to exceed \$74,682.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-72

Ordinance Referenced for Action:

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

Deadline for Action:

Yes, we would like to get this work completed by the end of the year.

Budgeted Item:

No - Insurance Proceeds and Unrestricted Funds

Budget Line Information (if applicable):

Budget Line Item/Title: 45-00-774128 Airport Capitol
FY2023 Budgeted Amount: \$300,000
FY2023 Expenditures to Date (MM/DD/YY): (\$ 2,500)
FY2023 Available: \$297,500

FY2023 Requested Amount: \$74,682

Department Comments and Recommendation:

In late December of 2022, Lee C. Fine Airport experienced heavy winds with damaged multiple buildings on the property. An insurance claim was made and the claim report is attached.

Over the summer we bid out the repairs and we received only one bid from 316 Exteriors. I have checked their references and found no problems. Their bid and the bid tab are attached.

As this happened so late in the year, it was not accounted for in the budget and therefore a budget amendment will be necessary as the monies in this account are already earmarked for the airports ALP update.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-72 is in correct form.

City Administrator Comments:

I concur with the department's recommendation to approve the contract for the necessary repairs. The budget amendment will follow at an upcoming meeting. In-flows to cover repairs will be from a combination of insurance proceeds and unrestricted funds as necessary.

BILL NO. 23.72

ORDINANCE NO. 23.72

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH 3 TREE ENTERPRISES, LLC FOR THE VARIOUS ROOF REPLACEMENTS PROJECT AT LEE C FINE AIRPORT FOR AN AMOUNT NOT TO EXCEED \$74,682.00

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with 3 Tree Enterprises, LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Seven Four Thousand Six Hundred Eighty Two Dollars.. (\$74,682.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.67 was duly passed on September 7, 2023, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.72.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

3 TREE ENTERPRISES LLC

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

BID FORM

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

Gentlemen:

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

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

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

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

No. 1 Dated 8/4/2023
No. _____ Dated _____

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Fuel Shed	LS	1	2,512 ⁰⁰	2,512 ⁰⁰
2	Cart Shed	LS	1	7,134 ⁰⁰	7,134 ⁰⁰
3	Fire Shed	LS	1	10,120 ⁰⁰	10,120 ⁰⁰
4	Office	LS	1	16,950 ⁰⁰	16,950 ⁰⁰
5	Hanger – Shingles	LS	1	22,286 ⁰⁰	22,286 ⁰⁰
6	Hanger – Metal Building Gutters	LS	1	4,080 ⁰⁰	4,080 ⁰⁰
7	Plywood Sheeting Replacement (4'x 4' Sheet)	EA	16	100 ⁰⁰	1,600 ⁰⁰
8	Force Account	LS	1	\$10,000.00	\$10,000.00
Total Base Bid					74,682 ⁰⁰

TOTAL BID IN WRITING: Seventy Four Thousand Six Eighty Two Dollars & 00/100

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Bid Form
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Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

ADD ALTERNATE NO. 1: HANGER - SHINGLES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Remove and replace all gutters, downspouts, metal fascia and roof edge	LS	1	4,650 ⁰⁰	4,650 ⁰⁰
Total Add Alternate No. 1					4,650 ⁰⁰

ADD ALTERNATE NO. 2: HANGER – METAL BUILDING GUTTERS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Remove all gutters, rake trim and downspouts.	LS	1	4,620	4,620 ⁰⁰
2	Install new gutters, rake trim and downspouts as standard by Metal Sales or Central States or approved equal.	LS	1	22,950 ⁰⁰	22,950 ⁰⁰
Total Add Alternate No. 2					27,570 ⁰⁰

ADD ALTERNATE NO. 3: ELECTRICAL EQUIPMENT CANOPY

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Electrical Equipment Canopy	LS	1	4,150 ⁰⁰	4,150 ⁰⁰
Total Add Alternate No. 3					4,150 ⁰⁰

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

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

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

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but

8/4/2023

Bid Form
(Addendum No. 1)

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Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 9 AM Jefferson City MO this 16 day of August, 2023

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Geneetta Green owner
Signature and Title

Geneetta Green
Typed or Printed Name

Doing Business As

316 EXTERIORS
Name of Firm

Business Address of Bidder:

713 MICHIGAN ST
JEFFERSON CITY MO 65109

Telephone No. 417-839-3699 / 573-826-7843

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

.....

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No. _____

.....

IF A CORPORATION:

Name of Corporation

By

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder:

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

DESCRIPTION OF WORK

GENERAL

1. Include in each Bid Item replacing plumbing vent flashing.
2. Include disposal of **ALL** removed materials property off-site.

FUEL SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

CART SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Remove 1x4 trim board.
3. Refasten remaining fascia/rake board to square up
4. Install pre-finished metal trim (long enough for new 1x6 trim board to lap)
5. Install new 1x6 trim board (in place of removed 1x4 trim board) and cover with pre-finished metal.
6. Install pre-finished metal drip edging.
7. Install (1) layer of 15# felt paper.
8. Install roof shingles.

FIRE SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

OFFICE

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

HANGER – SHINGLES

1. Remove shingles and felt.
2. Install (1) layer of 15# felt paper.
3. Install roof shingles.

HANGER – METAL BUILDING GUTTERS

1. Remove and dispose of properly off-site gutters and downspout on the east side.
2. Install new gutters and downspout using appropriate hanger. (Note: if contacting PEMB manufacturer for replacements is problematic due to scheduling, cost, etc. using standard materials by Central States or Metal Sales is acceptable as long as the transition at the rake trim to gutter works.)

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

PLYWOOD SHEATHING REPLACEMENT

1. Remove damaged or rotten plywood sheathing
2. Replace with Exposure 1 APA rated plywood, match existing thickness (assume 9/16" thick) (4'x 4' piece)
3. This item must be approved by the City or City Representative prior to performing work.
4. This item will be paid on a unit basis.

ADD ALTERNATE NO. 1: HANGER – SHINGLES

1. Remove and replace all gutters, downspouts, metal fascia & roof edge.

ADD ALTERNATE NO. 2: HANGER – METAL BUILDING GUTTERS

1. Remove all gutters, rake trim and downspouts.
2. Install new gutters, rake trim and downspouts as standard by Metal Sales or Central States or approved equal.

ADD ALTERNATE NO. 3: ELECTRICAL EQUIPMENT CANOPY

1. Construct canopy per details in Appendix B.

FORCE ACCOUNT

1. This item is a pre-approved amount of funds that shall be used to cover unexpected expenses. This will only be paid to the Contractor if used.

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

All work shall be performed under a single contract.

END

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
Osage Beach	23	Condo 160sq	75,000
Jefferson City	23	Commercial 100sq	45,000
Jefferson City	22	Com 100sq	65,000

b. List of equipment available for this job.

Trucks / Trailers / Power Tools

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
N/A	

This report is an integral part of the proposal.

Dated 8/16/2023
 By [Signature]
 Title VP Commercial Div

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name 316 Exteriors
Address 713 Michigan St Jeff City MO 65109
Internal Revenue Service Employer Identification Number 45-5184695

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause X Yes ___ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract X Yes ___ No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. X Yes ___ No.
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ___ Yes X No.

2. Dollar amount of bid \$ 74,682.00

3. Anticipated performance period 10 working days.

4. Expected total number of employees who will perform the proposed construction 5-8

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Kevin Lewis VP Commercial Div
(Name and Title of Signer - type written)

[Signature]
Signature

8/16/2023
(Date)

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

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

316 Exteriors

Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name N/A

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

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

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

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

CITY OF OSAGE BEACH, MISSOURI

#LSM1357148

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", 3 Tree Enterprises, LLC, a corporation_____, individual_____, partnership_____, joint venture_____, of the State of Missouri_____, qualified to do business in the State of Missouri, as Principal, and "the Surety", RLI Insurance Company_____, of the State of Illinois_____, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Five Percent of the Amount Bid Dollars (\$_____), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

Address and Telephone of Surety
RLI Insurance Com pany
9025 N. Lindbergh Dr
Peoria, IL 61615
309-692-1000

Address and Telephone of agent
who is licensed in Missouri

Signed and sealed this 17th day of August, 20 23.

WITNESS:

BIDDER: (Print Full Name) Tree Enterprises, LLC

By: _____

Name & Title: Geneetha Greenowner

WITNESS:

SURETY: (Print Full Name & Sign) RLI Insurance Company

By Agent: _____

By Attorney-in-Fact: David Jaeger
(Attach Certified Copy of Power of Attorney)



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1357148

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: David Jaeger in the City of Columbia, State of Missouri, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: 3 Tree Enterprises, LLC

Obligee: City of Osage Beach

Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys In Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2023.

RLI Insurance Company



State of Illinois

County of Peoria

} SS

On this 17th day of August, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Geiger

Catherine D. Geiger

Notary Public



By:

Barton W. Davis

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of August, 2023.

RLI Insurance Company

By:

Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

A0006221_SUBS_BID

Bid Tabulation
Various Roof Replacements - Lee C Fine Airport
Osage Beach Project No.
August 10, 2023



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

Item	Description	Unit	Quantity	Engineer's Estimate		316 Exteriors	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Fuel Shed	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,512.00	\$ 2,512.00
2	Cart Shed	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 7,134.00	\$ 7,134.00
3	Fire Shed	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 10,120.00	\$ 10,120.00
4	Office	LS	1	\$ 22,950.00	\$ 22,950.00	\$ 16,950.00	\$ 16,950.00
5	Hanger-Shingles	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 22,286.00	\$ 22,286.00
6	Hanger- Metal Building Gutters	LS	1	\$ 9,450.00	\$ 9,450.00	\$ 4,080.00	\$ 4,080.00
7	Plywood Sheeting Replacement (4'x4' Sheet)	EA	16	\$ 64.00	\$ 1,024.00	\$ 100.00	\$ 1,600.00
8	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$ 95,924.00		\$ 74,682.00

316 Exteriors

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

BID FORM

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

Gentlemen:

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

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

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

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

No. 1 Dated 8/4/2023
No. _____ Dated _____

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Fuel Shed	LS	1	2,512 ⁰⁰	2,512 ⁰⁰
2	Cart Shed	LS	1	7,134 ⁰⁰	7,134 ⁰⁰
3	Fire Shed	LS	1	10,120 ⁰⁰	10,120 ⁰⁰
4	Office	LS	1	16,950 ⁰⁰	16,950 ⁰⁰
5	Hanger – Shingles	LS	1	22,286 ⁰⁰	22,286 ⁰⁰
6	Hanger – Metal Building Gutters	LS	1	4,080 ⁰⁰	4,080 ⁰⁰
7	Plywood Sheeting Replacement (4'x 4' Sheet)	EA	16	100 ⁰⁰	1,600 ⁰⁰
8	Force Account	LS	1	\$10,000.00	\$10,000.00
Total Base Bid					74,682 ⁰⁰

TOTAL BID IN WRITING: Seventy Four Thousand Six Eighty Two Dollars & 00/100

8/4/2023

Bid Form
(Addendum No. 1)

BF-1

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

ADD ALTERNATE NO. 1: HANGER - SHINGLES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Remove and replace all gutters, downspouts, metal fascia and roof edge	LS	1	4,650 ⁰⁰	4,650 ⁰⁰
Total Add Alternate No. 1					4,650 ⁰⁰

ADD ALTERNATE NO. 2: HANGER – METAL BUILDING GUTTERS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Remove all gutters, rake trim and downspouts.	LS	1	4,620	4,620 ⁰⁰
2	Install new gutters, rake trim and downspouts as standard by Metal Sales or Central States or approved equal.	LS	1	22,950 ⁰⁰	22,950 ⁰⁰
Total Add Alternate No. 2					27,570 ⁰⁰

ADD ALTERNATE NO. 3: ELECTRICAL EQUIPMENT CANOPY

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Electrical Equipment Canopy	LS	1	4,150 ⁰⁰	4,150 ⁰⁰
Total Add Alternate No. 3					4,150 ⁰⁰

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

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

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

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 9 AM Jefferson City MO this 16 day of August, 2023

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Geneetta Green owner
Signature and Title

Geneetta Green
Typed or Printed Name

Doing Business As

316 EXTERIORS
Name of Firm

Business Address of Bidder:

713 MICHIGAN ST
JEFFERSON CITY MO 65109

Telephone No. 417-839-3699 / 573-826-7843

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

.....

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....

IF A CORPORATION:

Name of Corporation

By _____

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

DESCRIPTION OF WORK

GENERAL

1. Include in each Bid Item replacing plumbing vent flashing.
2. Include disposal of **ALL** removed materials property off-site.

FUEL SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

CART SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Remove 1x4 trim board.
3. Refasten remaining fascia/rake board to square up
4. Install pre-finished metal trim (long enough for new 1x6 trim board to lap)
5. Install new 1x6 trim board (in place of removed 1x4 trim board) and cover with pre-finished metal.
6. Install pre-finished metal drip edging.
7. Install (1) layer of 15# felt paper.
8. Install roof shingles.

FIRE SHED

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

OFFICE

1. Remove both layers of shingles, felt paper and all metal drip edging.
2. Install pre-finished metal over fascia and rake board.
3. Install pre-finished metal drip edging.
4. Install (1) layer of 15# felt paper.
5. Install ridge vent.
6. Install roof shingles.

HANGER – SHINGLES

1. Remove shingles and felt.
2. Install (1) layer of 15# felt paper.
3. Install roof shingles.

HANGER – METAL BUILDING GUTTERS

1. Remove and dispose of properly off-site gutters and downspout on the east side.
2. Install new gutters and downspout using appropriate hanger. (Note: if contacting PEMB manufacturer for replacements is problematic due to scheduling, cost, etc. using standard materials by Central States or Metal Sales is acceptable as long as the transition at the rake trim to gutter works.)

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

PLYWOOD SHEATHING REPLACEMENT

1. Remove damaged or rotten plywood sheathing
2. Replace with Exposure 1 APA rated plywood, match existing thickness (assume 9/16" thick) (4'x 4' piece)
3. This item must be approved by the City or City Representative prior to performing work.
4. This item will be paid on a unit basis.

ADD ALTERNATE NO. 1: HANGER – SHINGLES

1. Remove and replace all gutters, downspouts, metal fascia & roof edge.

ADD ALTERNATE NO. 2: HANGER – METAL BUILDING GUTTERS

1. Remove all gutters, rake trim and downspouts.
2. Install new gutters, rake trim and downspouts as standard by Metal Sales or Central States or approved equal.

ADD ALTERNATE NO. 3: ELECTRICAL EQUIPMENT CANOPY

1. Construct canopy per details in Appendix B.

FORCE ACCOUNT

1. This item is a pre-approved amount of funds that shall be used to cover unexpected expenses. This will only be paid to the Contractor if used.

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

All work shall be performed under a single contract.

END

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
Osage Beach	23	Condo 160sq	75,000
Jefferson City	23	Commercial 100sq	45,000
Jefferson City	22	Com 100sq	65,000

b. List of equipment available for this job.

Trucks / Trailers / Power Tools

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
N/A	

This report is an integral part of the proposal.

Dated 8/16/2023
 By [Signature]
 Title VP Commercial Div

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name 316 Exteriors
Address 713 Michigan St Jeff City MO 65109
Internal Revenue Service Employer Identification Number 45-5184695

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause X Yes ___ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract X Yes ___ No.
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. X Yes ___ No.
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ___ Yes X No.

2. Dollar amount of bid \$ 74,682.00

3. Anticipated performance period 10 working days.

4. Expected total number of employees who will perform the proposed construction 5-8

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Kevin Lewis VP Commercial Div
(Name and Title of Signer - type written)

[Signature]
Signature

8/16/2023
(Date)

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

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

316 Exteriors

Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name N/A

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

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

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

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

CITY OF OSAGE BEACH, MISSOURI

#LSM1357148

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", 3 Tree Enterprises, LLC, a corporation_____, individual_____, partnership_____, joint venture_____, of the State of Missouri_____, qualified to do business in the State of Missouri, as Principal, and "the Surety", RLI Insurance Company_____, of the State of Illinois_____, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Five Percent of the Amount Bid Dollars (\$_____), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Various Roof Replacements – Lee C Fine Airport, Osage Beach, MO

Address and Telephone of Surety
RLI Insurance Com pany
9025 N. Lindbergh Dr
Peoria, IL 61615
309-692-1000

Address and Telephone of agent
who is licensed in Missouri

Signed and sealed this 17th day of August, 20 23.

WITNESS:

BIDDER: (Print Full Name) Tree Enterprises, LLC

By: _____

Name & Title: Geneetha Greenowner

WITNESS:

SURETY: (Print Full Name & Sign) RLI Insurance Company

By Agent: _____

By Attorney-in-Fact: David Jaeger
(Attach Certified Copy of Power of Attorney)



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1357148

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: David Jaeger in the City of Columbia, State of Missouri, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: 3 Tree Enterprises, LLC

Obligee: City of Osage Beach

Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys In Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2023.

RLI Insurance Company



State of Illinois

County of Peoria

} SS

On this 17th day of August, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Geiger

Catherine D. Geiger

Notary Public



By:

Barton W. Davis

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of August, 2023.

RLI Insurance Company

By:

Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

A0006221_SUBS_BID

Leamon Peterson & Bello

6400 Glenwood · Suite 316 · Overland Park · KS · 66202 913-362-1309 Claims@lpbello.com

January 26, 2023

Thomas McGee, L.C.
920 Main Street, Suite 1700
Kansas City, MO 64105

Attn: Anna Watkins

Re:	Insured:	City of Osage Beach
	Claim:	MPR220540
	D/L:	08-06-22
	LPB File:	L7P-2910 NM

Enclosures

1. Photographs
2. Estimate
3. Statement of Loss

Assignment

This loss was received on December 27, 2022 and Ty Dinsdale was contacted on December 29, 2022. He requested I contact his roofing contractor and schedule an appointment to inspect the buildings. The buildings were inspected on January 6, 2023 with Mr. Dinsdale and Tyson Smith of Patriot Roofing.

Coverage

No specific coverage information was provided.

Cause of Loss

Wind damage to shingles on the Hangar, Office, Fuel Shed, Cart Shed and Fire Shed buildings. There is also wind damage to an electrical panel awning and two pre-manufactured carport.

Adjustment - Hangar

Cost of repairs is \$21,138.33 and \$3,077.70 in depreciation was applied. Acv loss is \$18,060.63. The estimate includes removing and replacing wind damaged architectural shingles, gutter and downspout.

Adjustment - Office

Cost of repairs is \$13,983.48 and \$2,038.74 in depreciation was applied. Acv loss is \$11,944.74. The estimate includes removing and replacing wind damaged architectural shingles.

Adjustment - Fuel Shed

Cost of repairs is \$1,507.10 and \$337.25 in depreciation was applied. Acv loss is \$1,169.85. The estimate includes removing and replacing wind damaged 3-tab shingles. There are two layers of shingles on the fuel shed.

Adjustment - Cart Shed

Cost of repairs is \$3,769.81 and \$830.12 in depreciation was applied. Acv loss is \$2,939.69. The estimate includes removing and replacing wind damaged 3-tab shingles. There are two layers of shingles on the cart shed.

Adjustment - Fire Shed

Cost of repairs is \$7,674.76 and \$1,867.58 in depreciation was applied. Acv loss is \$5,807.18. The estimate includes removing and replacing wind damaged 3-tab shingles.

Adjustment - Carports

Cost of replacing two pre-manufactured carports is \$10,680.00 and \$1,701.60 in depreciation was applied. Acv loss is \$8,978.40. The carports have damage to the metal roofing and metal framing.

Adjustment - Electrical Panel Awning

Cost of replacing the electrical panel awning is \$1,143.00 and \$228.60 in depreciation was applied. Acv loss is \$914.40. The estimate includes replacing the metal roofing and the wood framing for the roof.

LOSS

The RCV loss is \$62,685.28 and the ACV loss is \$52,603.69. The insured carries a \$2,500.00 deductible and ACV settlement after deductible is \$50,103.69.

In addition to the cost of repairing the buildings, the estimate includes an expense for having a commercial supervisor on site during repairs. This is a public airport with guests and pilots walking past the buildings on a regular basis. The supervisor will make sure the

buildings have warning barriers around them and the airport guests are not in the vicinity of any building being repaired.

Remarks

I have not provided the insured with a copy of the estimate until it has been approved by your company. My file is being placed on a 30-day diary.

Respectfully,

Mike Haymart, Adjuster

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-73- An ordinance of the City of Osage Beach, Missouri, amending Osage Beach Code of Ordinance Sections 115.010 Definitions, 115.410 Evaluation of Certain Appointed Officials, 125.020 Definitions, 135.010 Definitions, and adding new Article XII City Engineer with Sections 115.500 Appointment - Term - Qualifications and 115.510 Duties. *First Reading*

Requested Action:

First Reading of Bill #23-73

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-73 is in correct form.

City Administrator Comments:

Based on discussions at the last meeting regarding the consideration of the appointment status for the City Engineer position City Code changes are needed. The position has been added to our Pay Plan and FY2023 funding for said position was approved by the Board of Aldermen in April. The position is currently vacant, but

applications are being accepted with the intent of filling the position.

This is a full-time position with Exempt status (salaried and ineligible for overtime) under FSLA (Fair Labor Standards Act), and will be considered a member of the Management Team. Unless otherwise stated in our ordinances, this position would be considered a non-appointed employee and subject to all the provisions of City Code Chapter 125: Human Resource System (Personnel) Rules and Regulations. City Code Chapter 125 is the adopted rules, regulations, and procedures for our HR program set by the Board of Aldermen and administered by the City Administrator per City Code.

A few differences between appointed officials and non-appointed employees are how individuals gain employment with the City and how they are removed from employment; in addition, appointed officials are excluded from various sections of our current City Code Chapter 125. A few examples include grievance procedures, access to the HR Commission, applications and applicant procedures, method of filling vacancies, training, transfers, promotions, reclassification, demotion, suspension, and discipline, just to name a few.

Our City is a Fourth Class City and operates under a Mayor-Council-City Administrator form of government and the powers and authority delegated to an appointed City Administrator are set by ordinance and outlined in our City Code. Outside of the required appointments by Fourth Class cities, other officers may be authorized by ordinance if deemed for the best interest of the City.

If it is the desire of the Board of Aldermen to change the position to an appointed position from a 'hired' position, the enclosed sections of our City Code require changes, in addition to adding a new Article XII as outlined in the enclosed draft. Deletions are noted with ~~cross-out~~ and additions are noted in RED.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING OSAGE BEACH CODE OF ORDINANCE SECTIONS 115.010 DEFINITIONS, 115.410 EVALUATION OF CERTAIN APPOINTED OFFICIALS, 125.020 DEFINITIONS, 135.010 DEFINITIONS, AND ADDING NEW ARTICLE XII CITY ENGINEER WITH SECTIONS 115.500 APPOINTMENT - TERM - QUALIFICATIONS AND 115.510 DUTIES.

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

Section is 1: The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates with amendments as set forth below with new material set out in red and deleted material struck as follows:
Section 115.010

Section 115.010 - Definitions.

A. "Appointed officers" as used in this Code shall include the following:

1. City Administrator.
2. City Clerk.
3. Police Chief.
4. Building Official.
5. City Planner.
6. City Treasurer.
7. City Attorney.
8. City Prosecutor.
9. Public Works Director.

10. City Engineer

B. The term "officer", whenever used in this Code or any other ordinances of the City, shall include any appointed officer and any person holding any elective office.

Section 115.410 Evaluation of Certain Appointed Officials

The Mayor will complete the performance evaluation of the City Administrator and shall have equal input with the City Administrator in evaluating the following appointed officials: City Clerk, Police Chief, Building Official, City Planner, Public Works Director, **City Engineer**, City Treasurer and City Attorney. The Board will have an opportunity to submit their comments prior to the completion of all evaluations.

Article XII

CITY ENGINEER

Section 115.500 **Appointment — Term — Qualifications.**

The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Engineer who shall hold office at the pleasure of the Mayor and Board of Aldermen. The City Engineer shall be a licensed professional engineer and, in the judgment of the Mayor and the Board of Aldermen, possess the necessary skills, training, and experience required of the position. The City Engineer is responsible to and held accountable by the Mayor and Board of Aldermen. Work is performed under general supervision of the City Administrator.

Section 115.510 **Duties.**

The City Engineer shall perform such duties as are required of him/her by ordinance, by the Mayor, Board of Aldermen, or by the City Administrator.

Chapter 125 Human Resources System (Personnel) Rules and Regulations

Section 125.020 **Definitions.**

The following terms, whenever used in these rules, shall be defined as follows:

APPOINTED OFFICIAL

The following positions shall be deemed appointed officials: City Administrator, City Clerk, Chief of Police, Building Official, City Planner, Public Works Director, **City Engineer**, City Treasurer, and City Attorney.

EMPLOYEE

1. APPOINTED OFFICIAL

The following positions shall be deemed appointed officials: City Administrator, City Clerk, Chief of Police, Building Official, City Planner, Public Works Director, **City Engineer**, City Treasurer, and City Attorney.

Chapter 135 Finance and Purchasing

Article I Budget and Finance in General

Section 135.010 **Definitions.**

The following words, terms and phrases, when used in Chapter 135, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

APPOINTED OFFICIAL

The following positions shall be deemed the Appointed officials: City Administrator, City Clerk, Police Chief, Building Official, City Planner, **Public Works Director**, **City Engineer**, City Treasurer, and City Attorney.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.73 was duly passed on, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.73.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach, Missouri
City Code Proposed Changes September 21, 2023

**Title I Government Code
Article I
In General**

Section 115.010 Definitions.

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10. City Engineer

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**Article IX
Evaluation of Certain Appointed Officials**

Section 115.410 Evaluation of Certain Appointed Officials

The Mayor will complete the performance evaluation of the City Administrator and shall have equal input with the City Administrator in evaluating the following appointed officials: City Clerk, Police Chief, Building Official, City Planner, Public Works Director, **City Engineer**, City Treasurer and City Attorney. The Board will have an opportunity to submit their comments prior to the completion of all evaluations.

Article XII CITY ENGINEER

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City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the sale of City Surplus from multiple departments.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for disposal of assets per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Attached you will find a complete list of items that staff is asking permission to sell, scrap, or dispose of.

Additionally, misc. items including, but not limited to small hand-held tools, relays, O Rings, bearings, mechanical seals, transceivers, scrap metal, cables, cords, wiring, small office equipment, mice, keyboards, etc. have been disposed of. These items have either been scrapped and the revenue accounted for or broken items with no value were thrown away.

Revenue for surplus sales will be distributed to the sale of used equipment accounts (XX-00-600000) based on their fund.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Department	Item	Method of Disposal	Notes	Asset #
Building	2004 Ford Explorer (VIN 6877)	Sell		5825
Parks	Pitching machine	Sell	Works	
Parks	Stereo with speakers	Trash	Junk	1521
Parks	Water tank/sprayer with trailer	Sell	Motor doesn't work	
Parks	Volleyball nets and pads	Sell		
Parks	2004 Ford F350 (VIN 7404)	Sell	Plow being transferred to new Chevy & not being sold	5842
Parks	2008 Ford F350 (VIN 3317)	Sell		7050
Parks	Pretzel warmer	Sell	Auntie Anne's left it & they're no longer at the mall	
Parks	Peanick playground	Scrap	Comment to Board that already scrapped 4/24/23 for \$178.10	
Parks	Merry-Go-Round	Scrap	Insurance risk so scrap	
Parks	Irrigation pump	N/A	Mike said wait b/c Cochran still hasn't bid out	
Police	2017 Ford Explorer/Interceptor (VIN 7009)	Sell	Light bar, center console, interior cage w/ partition, push bumper	7627
Police	2016 Ford Explorer/Interceptor (VIN 2970)	Sell	Light bar, center console, interior cage w/ partition, push bumper	7531
Police	2022 Ford Explorer/Interceptor (VIN 5047)	Totaled	No Board approval needed, HR getting me documentation for disposal	7886
Police	2007 Chrysler Sebring (VIN 7468)	Sell		5969
Police	Mobile Surveillance Trailer (VIN 7331)	Sell	Put on list but wait to hear from Todd to sell	7061
IT	HP LaserJet P4015tn printer	Scrap		?
IT	HP LaserJet Pro CM1415fnw printer	Scrap		?
IT	HP LaserJet 9050N printer	Scrap		6944
IT	Printer	Scrap	Getting from LCF	?
IT	DVD player	Scrap		
IT	Dell T1500 desktop PC	Scrap		7194
IT	Dell laptop	Scrap		6807
IT	(5) Monitors	Scrap		
IT	(9) UPS shells	Scrap		
Transp	Hustler Raptor zero turn mower 54"	Sell		7644
Transp	LED message board	Sell	Already Board approved	7349
Transp	2009 Dodge Caravan (VIN 6646)	Sell	Put on list but don't sell until replacement arrives	7270
Transp	(3) Backpack blowers	Sell	Rob says sell as one lot	
Transp	(8) Weedeaters	Sell	Rob says sell as one lot	
Transp	2004 Jeep Grand Cherokee (VIN 3186)	Transfer	Comment to Board about transfer to Grand Glaize	5813
T/W/S	Pontoon	Sell	Already Board approved	
T/W/S	Edco walkbehind saw	Sell		7649
T/W/S	Miscellaneous cordless tools	Sell		
T/W/S	Troy-Bilt 5000 watt generator	Sell		
T/W/S	DeWalt chop saw	Sell		
T/W/S	Gilson concrete pressure meter	Sell		
T/W/S	Binder maker	Sell		
Water	C900 pipe	Sell	Located at Swiss Tower site, 500'+	
Water	VFD drive assembly	Sell	Swiss 3 (cabinet, VFD, bypass, electric, etc), basically brand new	
Water	Water line crimper	Sell		
Sewer	1999 Chevy C70 boom/crane truck (VIN 5774)	Sell		5552
Sewer	1996 International 4900 pump truck (VIN 4179)	Sell		5000
Sewer	26 sewer pumps	Scrap	See agenda list for hp breakdown	
Sewer	2013 Ford Interceptor (VIN 4030)	Sell		7266
Sewer	2013 Ford Interceptor (VIN 1057)	Sell		7330
Ambulance	2010 Ambulance E450 (VIN 4768)	Sell		7195
Ambulance	Stryker Power Cot	Sell		7239
Ambulance	Portable Patient Ventilator	Sell		
Ambulance	(20) CPR manikins	Sell	8 infant, 12 child/adult	0302, 0303, 6876, 6877
Ambulance	(3) Spare tires	Sell	All dually rims, 2 are worn studded tires from Medic 8	
Airports	2003 New Holland MC35 front deck mower	Sell	SN 00451	?
Airports	2005 Ford F350 dump truck w/ plow (VIN 7774)	Sell		5866
Airports	2005 Ford F250 w/ plow (VIN 8019)	Sell		5857
Airports	1989 Ford Refueling Truck (VIN 3657)	Sell	Put on list but wait until hear from Ty to sell	6049 & 7726
Airports	2001 Bush Hog side rotary mower	Sell		5786?
Airports	2006 Bush Wacker T180 15' batwing rotary mower	Sell		5883
Airports	New Holland mower decks X 3	Scrap		
Airports	Constant voltage regulator electrical panel	Scrap		
Airports	Grasshopper mower	Scrap		5785?
Misc	Brown recliner	Sell		
Misc	2 wooden end tables	Trash		
Misc	Mike's wooden coffee table	Trash		
Misc	Cherry wood computer desk/stand	Trash		
Misc	Gray 4-door file cabinet	N/A	Keep per Mike	
Misc	Black Shelving	N/A	Keep per Mike	
Misc	Fitness weight/power rack	Sell		

2023 SURPLUS LISTING

To be sold via online auction

Building Department

2004 Ford Explorer (VIN 6877)

Parks Department

2004 Ford F350 (VIN 7404)

2008 Ford F350 (VIN 3317)

Pitching machine

Volleyball nets and pads

Pretzel warmer

Water tank/sprayer with trailer

Police Department

2017 Ford Explorer/Interceptor (VIN 7009)

2016 Ford Explorer/Interceptor (VIN 2970)

Mobile Surveillance Trailer (VIN 7331)

2007 Chrysler Sebring (VIN 7468)

Transportation Department

Hustler Raptor zero turn mower 54"

2009 Dodge Caravan (VIN 6646)

(3) Backpack blowers

(8) Weed eaters

Water Department

C900 pipe

VFD drive assembly

Water line crimper

Sewer Department

1999 Chevy C70 boom/crane truck (VIN 5774)

1996 International 4900 pump truck (VIN 4179)

2013 Ford Interceptor (VIN 4030)

2013 Ford Interceptor (VIN 1057)

Public Works Shared

Edco walkbehind saw

Miscellaneous cordless tools

Troy-Bilt 5000 watt generator

DeWalt chop saw

Gilson concrete pressure meter

Binder maker

Ambulance Department

2010 Ambulance E450 (VIN 4768)

Stryker Power Cot

Portable Patient Ventilator

(20) CPR manikins (8 infant & 12 child/adult)

(3) Spare tires with rims

Airports

2003 New Holland MC35 front deck mower
2005 Ford F350 dump truck w/ plow (VIN 7774)
2005 Ford F250 (VIN 8019)
1989 Ford Refueling Truck (VIN 3657)
2001 Bush Hog side rotary mower
2006 Bush Wacker T180 15' batwing rotary mower

Miscellaneous

Brown recliner
Fitness weight/power rack

To be scrapped or trashed

Parks Department

Stereo with speakers
Peanick playground (already scrapped 4/24/23 for \$178.10)
Merry-Go-Round

IT Department

(4) Printers
DVD player
Dell desktop
Dell laptop
(5) Monitors
(9) UPS shells

Sewer

(8) 2 hp sewer pumps
(2) 3 hp sewer pumps
(12) 5 hp sewer pumps
(2) 10 hp sewer pumps
(1) 14 hp sewer pump
(1) 12 hp sewer pump

Airports

(3) New Holland mower decks
Constant voltage regulator electrical panel
Grasshopper mower

Miscellaneous

(2) Wooden end tables
Wooden computer desk
Wooden coffee table

To be transferred

Transportation Department

2004 Jeep Grand Cherokee (VIN 3186) -- transferring to Grand Glaize

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to accept a petition for placement of new street lights on Broadwater Bay.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen may accept petitions for street lights per City Code Section 510.200, and may also waive requirements outlined in City Code Section 510.180.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The City received a Street Light petition in accordance with section 510.180 of the Osage Beach Ordinances in May of 2023 for the installation of new street lights on Broad Water Bay. I have been in contact with the petitioner as we have been doing our research on whether this petition meets all of the criteria.

Attached you will find sections 510.180 and 510.200 of the Osage Beach City Ordinances along with the petition that was turned in and a map of the area.

Based on the criteria laid out in section 510.180, this petition does meet the requirements. That said, we have never received a petition asking for street lights to be added to an entire street. In order to meet Osage Beach's current Design Guidelines, approximately 10 lights will be required, although the residents have indicated to me that they would be fine with fewer.

At the time I input this on the agenda I did not have a cost estimate, but I will bring one

with me to the meeting.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Board of Aldermen acceptance of additional streetlights is not a guarantee of immediate installation, per ordinance. It is recommended to consider the size of the project and cost and incorporate said project (if accepted) within the City spending plan, the Operating Budget. The FY2024 Operating Budget process is underway and staff will make recommendations at that time for the Board of Aldermen's consideration to allocate funds for request, if the petition for placement is approved.

Broadwater Bay Homeowner's Association

May 15, 2023

c/o Lois Dunnagan
5300 Locust Court
Osage Beach, Mo. 65065
573-216-0511

City of Osage Beach

Street Lighting Request
1000 City Parkway
Osage Beach, MO. 65065

RECEIVED
MAY 18 2023
CITY CLERK

To whom it may concern:

We are submitting this public street lighting request per section 7 (STREET LIGHTS) of the Osage Beach City Code.

We are requesting the City of Osage Beach add public street lighting to our neighborhood for the following reasons.

- We have 32 residences in our association and have collected 25 signatures from the property owners requesting street lighting.
- Depending on the moon lighting it can be completely dark in our neighborhood and not having any sidewalks, walking your dog or just a leisurely walk can be in total darkness.
- We believe this to be a safety hazard as it is very hard to navigate due to the lack of street lighting.
- There is a lot of new subdivision construction currently on going in our area and the increase in vehicle traffic we believe will be substantial.
- With the increase of the new construction and adding additional residence to the area we feel the area could become more crime-prone.
- Residence have noticed unfamiliar people walking in the neighborhood and have concerns for their safety.
- The addition of street lighting to our neighborhood will assist drivers, pedestrians and cyclist in finding their way in the dark.
- We believe that extra illumination helps prevent crime, and also may help create a mood or a pleasant environment.

Your prompt attention to this request will be greatly appreciated.

Sincerely,

Lois Dunnagan

Broadwater Bay Homeowner's Association Resident



City of Osage Beach

Streetlight Installation/Acceptance Informational Packet

Chapter 510, Article III – [Sections 510.180 – 510.210](#) outlines the guidelines and procedures for requesting the installation of new streetlights or acceptance of existing streetlights, summarized as follows:

- Petitions for a **NEW** streetlight to be installed or an **ACCEPTANCE** of an existing streetlight shall be submitted to the City Clerk.
- The streetlight shall:
 - Be located within the City limits, on a City (Public) Street;
 - Serve at least four (4) residents (for residential requests) or two (2) businesses (if commercial request);
 - Be requested by at least sixty-six percent (66%) of the owners within the location area requested;
 - Be installed and inspected in accordance with [Chapter 410](#) of the City of Osage Beach Municipal Code of Ordinances;
 - Be recommended by the Police Chief based on pedestrian traffic, vehicular accidents, and/or incidents of crime.
- For acceptance of existing streetlights and accessories, sufficient proof of legal ownership shall be provided for transfer to the City.
- Streetlight design, location, and installation specifics are outlined in [Chapter 410](#) and in the City's Design Standards, [Section 7-Streetlights](#).
- Petitions are to be reviewed and recommended by the City Administrator, Public Works Director, Police Chief, and City Planner; and approved by the Board of Aldermen.



City of Osage Beach

Petition to Accept Existing Streetlights

We the undersigned property owners, who are the owners of the existing streetlight(s) and represent a minimum of 66% of the property owners, do hereby petition the Board of Aldermen to accept into the City inventory the existing streetlight(s) located on BROADWATER BAY SUBDIVISION, which is a public street.

Please Include:

1. Legal Description
2. Deed
3. Specification Details on lights (i.e. age, installer, type, etc.)

We the undersigned understand the Board of Aldermen may choose not to accept the existing streetlight(s) or may require additional information; improvements; or actions by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in City Code [Chapter 410](#) and City Design Guidelines [Section 7](#), which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME	STREET ADDRESS	SIGNATURE	DATE
Lois Dunnagan	5300 LOCUST CT. OSAGE BEACH MO	Lois Dunnagan	4-17-23
Steve Lingreen	5349 Bayview Ct Osage Beach MO	Steve Lingreen	4-17-23
Pat Maher	5331 Bayview Ct	Pat Maher	4-16-23
Jane Folta	5329 Bayview Ct	Jane Folta	4/17/23
Lois Zohn	5297 Bayview Ct	Lois Zohn	4-17-23
Karen Sapp	5264 Bayview Ct.	Karen Sapp	4-17-23
Pat Schuler	5265 Bayview Ct	Pat Schuler	4-17-23
Eric Milligan	5383 Rainier Court	Eric Milligan	4-19-23
Lori Hanna	5387 Rainier Court	Lori Hanna	4-19-23
DANNY FRIEND	1155 Broadwater Ln	Danny Friend	04-20-2023
Beverly Masters	1163 Broadwater Ln	Beverly Masters	04-20-2023
Tammy Hulth	5320 LOCUST OSAGE BEACH	Tammy Hulth	4-20-23
Mitch Rackers	5313 Locust Ct	Mitch Rackers	04/20/23
Michael Greene	1169 Broadwater Ln	Michael Greene	4-22-23
Sara Lewis	1175 BROADWATER LN	Sara Lewis	4-22-23
Travis Morris	5312 Locust Ct	Travis Morris	4-24-23
Kerry Jampton	1188 Broadwater Lane	Kerry Jampton	4-24-23
Jan Campbell	5346 Rainier Ct	Jan Campbell	4-24-23
Patti Davidson	5279 Bayview Ct	Patti Davidson	4-24-23
Annette M. Tancub	5317 Locust St	Annette M. Tancub	4-24-23
Janice Christoph	5304 Locust Ct	Janice Christoph	5-1-23
Jody Selby	5297 Locust Ct	Jody Selby	5-1-23
Jody Selby	5316 Locust Ct	Jody Selby	5-13-23

RETURN COMPLETED FORM TO: Osage Beach City Clerk, 1000 City Parkway, Osage Beach, MO 65065

For Office Use Only: Date Rec'd _____ Rec'd By _____
 Review & Approved: PC _____ CP _____ PW _____ CA _____ Date Approved by Board of Aldermen: _____



Pebble Ln

Melody Ln

Shore Acres Dr

Wren Ln

Harper Ln

Bayview Ct

Locust Ct

Oak Rd

Sycamore Ln

Spring St

Oak Rd

Sycamore Valley Rd

Oak Rd

Sycamore Ln

Sycamore Ln

US 64 Expy

Section 510.180. Guidelines For Consideration in Accepting Additional Street Lighting Into The Public Street System. [R.O. 2006 §510.180; Ord. No. 98.13 §1, 5-7-1998; Ord. No. 13.32 §§1 — 2, 6-20-2013]

- A. The guidelines for acceptance of street lights are as follows:
1. At least sixty-six percent (66%) of the owners on the public street within the area of need must have requested a street light.
 2. The proposed street light must be on a public street.
 3. There is a sufficient concentration of pedestrian traffic, vehicular accidents or high incident of crime to require a street light as recommended by the Chief of Police.
 4. The proposed street light must be within the City of Osage Beach corporate limits.
 5. The proposed street light must serve at least four (4) residences, if the area is residential.
 6. The proposed street light shall serve at least two (2) businesses, if the area is commercial.
 7. All street lighting shall be installed and inspected in accordance with Chapter 410, Subdivision Regulations, of the Code of Ordinances of the City of Osage Beach.

Section 510.200. Board of Aldermen Assurances and Actions in Accepting or Rejecting Street Lighting Petitions. [R.O. 2006 §510.200; Ord. No. 98.13 §3, 5-7-1998; Ord. No. 13.32 §§1 — 2, 6-20-2013]

- A. The Board of Aldermen may accept the original petition for placement of a street light and review it for accuracy, completeness and compliance with Section 510.180.
- B. The Board of Aldermen may place additional conditions as may be reasonable.
- C. When a street light proposal is accepted under this Section, the Board of Aldermen shall not guarantee immediate installation of any additional street lights, but may consider such installation as part of the City's public improvements budget.
- D. The Board of Aldermen may reject a proposed street light for any reason including the lack of adequate resources to install and maintain the proposed street light.
- E. The Board of Aldermen may, by a two-thirds (2/3) majority, waive any of the requirements of Section 510.180.

Mayor / Board of Aldermen

DEPARTMENT UPDATE LIST – As of September 21, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*) (~~July~~ *August pre-Budget Prep w/LOOBSB*)
- Emergency generator back up plan for city (*PW Department*)
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Incentive Guideline Revisions (*City Administrator, J Woods*) (~~Aug~~ *Remains in Progress*)
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Vacancy Status Update (*updated monthly*)
 - Employee Survey Results
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*) (~~late June~~ *early July July*)
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*Remains in Progress*) (*City Attorney, C Bradbury / City Administrator, J Woods*)

Notes:

City Staff contact noted.

Estimated delivery/completion noted.