

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

May 16, 2024 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

- A. Proclamation authorizing the Mayor to proclaim:
National Public Works Week May 19-25, 2024
National Emergency Medical Service Week May 19-25, 2024

CITIZEN'S COMMUNICATIONS

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

speaker to another.

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting May 2, 2024
- ▶ Bills List - May 16, 2024
- ▶ New Liquor Licenses - Lake of the Ozarks Harley-Davidson - 6482 Osage Beach Parkway

UNFINISHED BUSINESS

- A. Bill 24-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Beach Drive Culvert Replacement Project for an amount not to exceed \$62,158. *Second Reading*
- B. Bill 24-32 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Jeep Invasion event support request for an amount not to exceed \$3,000. *Second Reading*
- C. Bill 24-33 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an engagement letter with PGAV Planners, LLC (PGAV) for an analysis of the incremental tax revenues for the Oasis at Lakeport project in Osage Beach, MO, for an amount not to exceed \$50,000, excluding applicable reimbursable expenses. *Second Reading*

NEW BUSINESS

- A. Bill 24-34 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Logan Excavating LLC for Osage Beach Road Improvement Project for an amount not to exceed 1,093,297.80. *First Reading*
- B. Motion to approve the purchase of a new Pioneer Centrifugal Transfer Pump Trailer Package from Cardinal Pump for an amount not to exceed \$59,940.00.
- C. Motion to approve the electrical upgrades and panel installations for the Sands and Rockway lift stations by Aesthix Electric for an amount not to exceed \$358,308.00.
- D. Motion to approve the purchase of 300 tons De Icing Salt from Kansas Salt for \$25,200
- E. Motion to Approve appointment(s) by Mayor Harmison to the Board of Zoning Adjustments.

- F. Motion to approve the appointment of Andrew Bowman as City Engineer for the City of Osage Beach.
- G. Motion to Approve appointment(s) by Mayor Harmison to the Citizens Advisory Committee
- H. Motion to Approve appointment(s) by Mayor Harmison to the Planning Commission
- I. Motion by a Board member to Appoint a Board Member to the Planning Commission
- J. Motion to Approve appointment by Mayor Harmison to the Tax Increment Finance (TIF) Commission
- K. Motion to Approve appointment(s) by Mayor Harmison to the Board of Appeals
- L. Motion to Approve appointment by Mayor Harmison to the Liquor Control Board
- M. Motion to Approve the appointment by Mayor Harmison to the Lake Ozark/Osage Beach Joint Sewer Board
- N. Discussion - Special Election November 5, 2024 - Ballot question Use Tax

STAFF COMMUNICATIONS

- A. Department Update List - May 16, 2024

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.



**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

MAY 19-25, 2024

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collections; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, do hereby proclaim the week of May 19 through May 25, 2024 as

“National Public Works Week”

in the City of Osage Beach, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 16th day of May 2024.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



PROCLAMATION

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

MAY 19-25, 2024

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Michael Harmison, Mayor, in recognition of this event do hereby proclaim the week of May 19-25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, EMS Strong Called to Care I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 16th day of May 2024.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
May 2, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, May 2, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O'Steen. Alderman Celeste Barela. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Airport Manager Ty Dinsdale, Human Resources Generalist Michael Raye, Building Official Ron White, City Treasurer Karri Bell, Public Works Operations Manager Zak Wilbur, Parks and Rec Manager Eric Gregory and Dave Vanleer Cochran Engineering.

PROCLAMATIONS

Proclamation authorizing the Mayor proclaims -
Local Government Week May 7 - 13, 2024
Municipal Clerk Week May 5 - 11, 2024
Travel and Tourism Week May 5 - 11, 2024
National Police Week May 12 - 18, 2024 & Police Memorial Day May 15, 2024

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 24-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a lease renewal agreement with the State of Missouri, Office of Administration, Division of Facilities Management, Design, and Construction commencing on July 1, 2024. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-30. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-30 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O'Steen, Alderman Rucker. Bill 24-30 was passed and approved as Ordinance 24-30. Absent Alderman Schuman

NEW BUSINESS

Bill 24-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Beach Drive Culvert Replacement Project for an amount not to exceed \$62,158. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-31. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

Bill 24-32 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Jeep Invasion event support request for an amount not to exceed \$3,000. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 24-32. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Bill 24-33 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an engagement letter with PGAV Planners, LLC (PGAV) for an analysis of the incremental tax revenues for the Oasis at Lakeport project in Osage Beach, MO, for an amount not to exceed \$50,000, excluding applicable reimbursable expenses. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-33. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

STAFF COMMUNICATIONS

City Administrator Woods – in the process of redoing the rates for the Special BOA meeting on May 9, 2024.

Asst. City Administrator Welty – Osage Beach Parkway Extension Bid has been opened and has come in under budget.

City Treasurer Bell – The Auditor will be coming next week to do some field work.

Police Chief Davis – Hwy 54 painting look for lane closures.

Parks and Rec. Manager Gregory – Food Truck Festival will be held on May 11-12 at the City Park.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman O'Steen – would like to review outgoing procedures for elected officials.

Alderman Marose – Would like to have a discussion on the next agenda to discuss the possibility of placing on the November election a use tax ballot question.

EXECUTIVE SESSION

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

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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

No announcements were made following the closed session.

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

Alderman Hoffman made a motion to adjourn at 7:45pm. This motion was seconded by Alderman O'Steen. Motion passes unanimously with a voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:45pm. 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 May 2, 2024, and approved May 16, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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

**CITY OF OSAGE BEACH
BILLS LIST
May 16, 2024**

Bills Paid Prior to Board Meeting	\$	191,624.76
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Payroll Paid Prior to Board Meeting	\$	170,979.67
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SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	363,699.61
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Total Expenses	\$	726,304.04
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,288.00
			Fed WH	11,163.23
		INTERNAL REVENUE SERVICE	FICA	9,111.36
			Medicare	2,130.88
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	69.40
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Retirement 457 &	4,705.68
			Retirement 457	2,284.60
			Loan Repayments	157.02
			Loan Repayments	102.82
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	495.14
			Loan Repayments	380.72
			Loan Repayments	38.24
			Loan Repayments	127.21
			Retirement Roth IRA	402.00
		COLE COUNTY ASSOCIATE CIRCUIT COURT	OTHER AGENCY CASH BOND	200.00
		MILLER COUNTY ASSOCIATE COURT	OTHER AGENCY CASH BOND	100.00
		OPTUM BANK INC	HSA Contribution	338.33
			HSA Family/Dep. Contributi	2,388.07
		ONE TIME VENDOR	Bond Refund:180097420-01	<u>140.00</u>
			TOTAL:	39,992.57
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	804.99
			Medicare	188.26
		MISSIONSQUARE RETIREMENT	Retirement 401%	295.02
			Retirement 401	797.10
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,272.87
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	188.37
			Medicare	44.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	94.72
			Retirement 401	189.46
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	591.60
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	645.47
			Medicare	150.95
		MISSIONSQUARE RETIREMENT	Retirement 401%	319.21
			Retirement 401	638.41
		PHEGLEY, JANICE	MILEAGE REIMB 03/2024	22.78
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,945.57
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	105.58
			Medicare	24.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MACA TREASURER	MACA SPRING CONF- A. WALLA	350.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.99
			Retirement 401	105.98
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	714.24
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	379.60
			Medicare	88.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401	373.32
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,103.36
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	603.42
			Medicare	141.13
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.97
			Retirement 401	610.88
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	1,915.40
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 3/13-4/14/24	31.36
			CITY HALL SVC 3/13-4/14/24	3,503.35
		REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	383.76
		INTERNAL REVENUE SERVICE	FICA	67.07
			Medicare	15.69
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 3/15-4/15/24	135.59
		BOMGAARS SUPPLY INC	PRUNING SEALER	<u>7.99</u>
			TOTAL:	4,144.81
Parks	General Fund	REPUBLIC SERVICES #435	PARK TRASH SERVICE	215.52
		INTERNAL REVENUE SERVICE	FICA	503.91
			Medicare	117.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	245.20
			Retirement 401	490.42
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	26.50
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 3/12/24	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 3/13-4/14	71.40
			CP MAINT BLDG 3/13-4/14/24	51.05
			CP #2 DISPLAY C 3/13-4/14/	12.16
			CP SOCCER FIELDS 3/13-4/14	23.07
			CP #2 DISPLAY D 3/13-4/14/	12.16
			CP BALL FIELDS 3/13-4/14/2	803.28
			CP #2 DISPLAY B 3/13-4/14/	13.23
			CP #2 DISPLAY A 3/13-4/14/	13.43
			CP #2 IRRIG PUMP 3/13-4/14	12.16
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	2,770.07
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	303.86
			Medicare	71.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	150.37
			Retirement 401	300.74
		OPTUM BANK INC	HSA Contribution	56.25
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	957.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Overhead	General Fund	HI-TECH AUTO BODY INC	DEDUCTIBLE FOR PD 31	<u>1,000.00</u>
			TOTAL:	1,000.00
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,893.79
			Medicare	910.62
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,595.08
			Retirement 401	3,877.56
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	11,552.05
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	1,076.98
			Medicare	251.89
		MISSIONSQUARE RETIREMENT	Retirement 401%	271.43
			Retirement 401	920.26
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,708.06
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	214.82
			Medicare	50.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401	214.90
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	662.41
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	323.50
			Medicare	75.66
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.48
			Retirement 401	319.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	901.26
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	659.10
		INTERNAL REVENUE SERVICE	Fed WH	1,516.09
			FICA	1,216.05
			Medicare	284.38
		MISSIONSQUARE RETIREMENT	Retirement 457 &	358.66
			Retirement 457	122.00
		OPTUM BANK INC	HSA Contribution	52.15
			HSA Family/Dep. Contributi	<u>64.00</u>
			TOTAL:	4,272.43
Transportation	Transportation	REPUBLIC SERVICES #435	TRANS TRASH SERVICE	102.56
		INTERNAL REVENUE SERVICE	FICA	1,216.05
			Medicare	284.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	408.21
			Retirement 401	1,082.83
		PETTY CASH	TRUCK WASHES	40.00
			TRUCK WASHES	25.00
			TRUCK WASHES	15.00
			TRUCK WASHES	30.00
			TRUCK WASHES	30.00
			TRUCK WASHES	15.00
		AMEREN MISSOURI	5757 CHAPEL SVC 3/14-4/15/	275.22
		AMEREN MISSOURI	792 PASSOVER LTS 3/13-4/14	17.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1095 MACE RD LTS 3/13-4/14	31.78
			1129 INDUSTRIAL 3/15-4/14/	29.25
			1075 NICHOLS LTS 3/14-4/15	46.96
			872 PASSOVER LTS 3/13-4/14	20.69
			MACE RD RNDABT 3/13-4/14/2	15.47
			680 PASSOVER LTS 3/13-4/14	17.48
		CAPITAL ONE, N.A.	TICK SPRAY	65.88
			ITEMS FOR CRACK SEALING	11.28
			BOTTLED WATER	11.60
		OPTUM BANK INC	HSA Contribution	49.64
			HSA Family/Dep. Contributi	250.50
		SULLIVAN, JAMES	MEALS APWA SNOW CONF-SULLI	<u>150.00</u>
			TOTAL:	4,242.15
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	412.06
		INTERNAL REVENUE SERVICE	Fed WH	1,164.21
			FICA	834.33
			Medicare	195.12
		MISSIONSQUARE RETIREMENT	Retirement 401%	23.84
			Retirment 457 &	652.83
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	48.21
			HSA Family/Dep. Contributi	83.00
		ONE TIME VENDOR	04-1350-03	<u>1,174.37</u>
			TOTAL:	4,620.97
Water	Water Fund	REPUBLIC SERVICES #435	WATER TRASH SERVICE	102.56
		GOEHRI, GEORGE	MAY INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	834.33
			Medicare	195.11
		POSTMASTER	MAY UTILITY BILL POSTAGE	600.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	376.25
			Retirement 401	823.91
		AMEREN MISSOURI	5757 CHAPEL SVC 3/14-4/15/	275.21
		AMEREN MISSOURI	LK RD 54-29 WELL 3/13-4/14	511.72
			COLUMBIA CLG WELL 3/13-4/1	2,086.22
			COLUMBIA TWR POLE 3/13-4/1	188.33
		DEVORE, CALEB	MILEAGE REIMB 4/28/24	58.96
		CAPITAL ONE, N.A.	BOTTLED WATER	11.59
		OPTUM BANK INC	HSA Contribution	88.21
			HSA Family/Dep. Contributi	174.75
		MOHRLANG, KALON	MEALS LOCATING CONF-MOHRLA	<u>30.00</u>
			TOTAL:	6,420.85
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	649.84
		INTERNAL REVENUE SERVICE	Fed WH	1,577.23
			FICA	1,397.88
			Medicare	326.94
		MISSIONSQUARE RETIREMENT	Retirment 457 &	598.98
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	37.14
			HSA Family/Dep. Contributi	<u>290.50</u>
			TOTAL:	5,211.51
Sewer	Sewer Fund	REPUBLIC SERVICES #435	SEWER TRASH SERVICE	102.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	1,397.88
			Medicare	326.95
		POSTMASTER	MAY UTILITY BILL POSTAGE	600.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	438.49
			Retirement 401	1,384.94
		STOCKMAN CONSTRUCTION CORP	SANDS GRAVITY SWR REPLACEM	41,824.73
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,951.69
			5757 CHAPEL SVC 3/14-4/15/	275.21
			GRINDER PUMPS & LIFT STATI	6,561.83
			GRINDER PUMPS & LIFT STATI	3,596.64
			GRINDER PUMPS & LIFT STATI	6,112.00
		MENARDS COMMERCIAL	HARDBOARD PANEL-OFFICE DES	9.79
		CAPITAL ONE, N.A.	BOTTLED WATER	11.60
		HOME DEPOT CREDIT SERVICES	FERNCO CAP	6.13
			CRIMPERS & SCREWDRIVER	167.82
			RETURN SCRWDRIIVER & PLIERS	45.18-
			SCREWDRIVER & PLIERS	41.94
			TOOL KIT & IMPACT BIT SET	446.97
			SCREWDRIVER & PLIERS	45.18
		CAMPBELL, FRANK	MILEAGE REIMB 4/13-4/21/24	126.63
		OPTUM BANK INC	HSA Contribution	49.65
			HSA Family/Dep. Contributi	399.75
		LYBYER, SPENCER	MILEAGE REIMB 4/12-4/19/24	192.96
		MOHRLANG, KALON	MEALS LOCATING CONF-MOHLRA	30.00
			TOTAL:	67,056.16
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	450.00
		INTERNAL REVENUE SERVICE	Fed WH	1,209.84
			FICA	1,076.30
			Medicare	251.71
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Retirment 457 &	229.99
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	50.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	3,905.65
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,076.30
			Medicare	251.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	229.99
			Retirement 401	863.46
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAR AMBULANCE REIMBURSEMEN	2,181.12
		MO DEPT OF SOCIAL SERVICES	2023 INTERIM	12,354.41
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	17,219.49
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	251.20
		INTERNAL REVENUE SERVICE	Fed WH	488.54
			FICA	484.58
			Medicare	113.32
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.35
			Retirement 457	90.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,579.53
Lee C. Fine Airport	Lee C. Fine Airpor	REPUBLIC SERVICES #435	LCF TRASH SERVICE	99.48
		AMEREN MISSOURI	AP FIREHOUSE 3/27-4/28/24	90.92
		INTERNAL REVENUE SERVICE	FICA	484.58
			Medicare	113.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.38
			Retirement 401	457.03
		DISH NETWORK	SERV 4/29-5/28/24	94.86
		CAPITAL ONE, N.A.	ICE	22.56
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>195.00</u>
			TOTAL:	1,682.63
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	77.80
		INTERNAL REVENUE SERVICE	Fed WH	312.22
			FICA	281.16
			Medicare	65.75
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.49
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	866.42
Grand Glaize Airport	Grand Glaize Airpo	REPUBLIC SERVICES #435	GG TRASH SERVICE	99.48
		AMEREN MISSOURI	GG AP HANGAR 3/27-4/28/24	51.04
			GG TBLC EXT D 3/27-4/28/24	176.59
			GG AP SHOP 3/27-4/28/24	27.15
			957 AIRPORT RD 3/27-4/28/2	12.49
			GG AP TBLC EXT D 3/27-4/28	23.95
			GG AP HANGAR 3/27-4/28/24	22.49
			GG AP SLEEPY 3/27-4/28/24	131.67
		INTERNAL REVENUE SERVICE	FICA	281.16
			Medicare	65.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.18
			Retirement 401	264.26
		CHARTER COMMUNICATIONS HOLDING CO LLC	957 AIRPORT RD 4/16-5/15/2	1.20
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	1,315.41

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

10	General Fund	73,231.56
20	Transportation	8,514.58
30	Water Fund	11,041.82
35	Sewer Fund	72,267.67
40	Ambulance Fund	21,125.14
45	Lee C. Fine Airport Fund	3,262.16
47	Grand Glaize Airport Fund	2,181.83

GRAND TOTAL:		191,624.76
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TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
Mayor & Board	General Fund	ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS- MAYOR	44.50	
			BUSINESS CARDS- J. HOFFMAN	44.50	
			BUSINESS CARDS- C. BARELA	<u>44.50</u>	
			TOTAL:	133.50	
City Clerk	General Fund	MISSOURI CITY CLERKS & FINANCE OFFICER	2024 MOCCFOA MEMB- T. BERR	30.00	
			IIMC 2024 MEMBRSH- T. BERR	185.00	
			STAPLES BUSINESS ADVANTAGE	43.14	
			SHOULDERREST FOR PHONE	14.12	
			GENERAL CODE LLC	<u>1,195.00</u>	
			TOTAL:	1,467.26	
Building Inspection	General Fund	PSE INSTALLATION	INSTALL DOCKING STNS-BD 1	<u>290.00</u>	
			TOTAL:	290.00	
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- T. JENKINS	20.10	
			NAMEPLATE- M. MOUSSEAU	49.03	
			NAMEPLATE- C. BARELA	39.20	
			NAMEPLATE- M. MOUSSEAU RPL	41.60	
			DAM STEEL SUPPLY	1/8" X 2" RND TUBE-DOG KEN	55.00
			SURECUT LAWCARE LLC	APR GROUNDS MAINTENANCE	2,589.29
			FOUR SEASONS PLUMBING, LLC	REPAIR LEAK IN EVIDENCE RO	131.74
			CINTAS CORPORATION	CH FLOOR MATS	97.50
			STAPLES BUSINESS ADVANTAGE	PLATES, TRASH BAGS, TOWELS, B	218.99
				BATHROOM TOWELS	130.16
				CUPS, COFFEE, CHAIR MATS	218.72
				TRASH BAGS & TOILET PAPER	162.41
				URINAL SCREENS	62.73
			AMAZON CAPITAL SERVICES INC	RETURN WATER FILTER	52.18-
				DISINFECTNT SPRY, FIRE EXT	28.36
			GEO SERVICES LLC	HVAC FLUID COOLER MAINT	436.10
				HVAC WATER PUMP MAINT	1,494.37
				HVAC COOLING TOWER REPAIR	2,218.34
			LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
				5-GAL BOTTLED WATER	7.95
				5-GAL BOTTLED WATER	7.95
				MAY WTR COOLER RENTAL & SA	301.05
				CH LATE CHARGES	2.00
			SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
				TOTAL:	8,373.36
			Parks	General Fund	REEVES-WIEDEMAN COMPANY
TOTAL:	129.29				
Overhead	General Fund	ALPHAGRAPHICS OF OSAGE BEACH	WINDOW ENVELOPES	395.68	
			HOOD & ASSOCIATES CPAS PC	<u>2023 AUDIT BILLING #1</u>	<u>8,000.00</u>
			TOTAL:	8,395.68	
Police	General Fund	LEON UNIFORM CO INC	UNIFORM ACCESSORIES-SHELTO	62.00	
			BODY VEST- K. SHELTON	1,125.00	
			UNIFORM ACCESSORIES-ROEDIG	62.00	
			UNIFORM PANTS- H. VERNON	86.00	
			PSE INSTALLATION	LABOR ANTENNA/DOCKING STN-	90.00
			TURN KEY MOBILE INC	MOBILE PRINTERS & ACCESSOR	4,432.00
			HEDRICK MOTIV WERKS LLC	PRIORTY STRT, WIPER BLADES-	261.23
				DOOR HANDLE-2010 FORD FUSI	132.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OIL CHANGE & BRAKE PADS- P	443.55
			OIL CHNG,FLTR,MAINT LIGHT-	176.14
			OIL CHANGE- 2023 CHEVY EQU	90.00
			OIL CHANGE- PD 31	<u>90.00</u>
			TOTAL:	7,050.09
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	NOTARY STAMP- DISPATCH	21.90
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 5/1-5/31/	<u>4,065.00</u>
			TOTAL:	4,086.90
Information Technology	General Fund	LAKE SUN LEADER 81525 & 1586450	INV TO BID- IT TECH REFRES	124.95
		AMAZON CAPITAL SERVICES INC	HP LASERJET PRINTER- DISPA	<u>299.99</u>
			TOTAL:	424.94
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT ON WHELEN WARNING SY	<u>595.00</u>
			TOTAL:	595.00
Transportation	Transportation	UNITED RENTALS (NORTH AMERICA) INC	MINI SKID STEER	12,591.97
		ADVANCED TURF SOLUTIONS INC	WEEDKILLER- ALL CITY STREE	236.00
			WEED KILLER	293.35
		ECONO SIGNS & BARRICADE LLC	YELLOW & WHITE VINYL- SIGN	1,807.60
		O'REILLY AUTOMOTIVE STORES INC	TIRE REPAIR PARTS-ZERO TRN	22.79
			LEAK SEALER	79.96
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- OB PKWY EXTENS	135.80
		CROWN POWER & EQUIPMENT	TOOTH KIT & PIN ROLL-EXCAV	379.01
		CWD SUPPLY	6" BAR TIES	78.50
		CORE & MAIN LP	ANODE BAGS	300.00
			STORM DRAIN PIPE	3,012.80
		RHOMAR INDUSTRIES INC	ARMOUR SEAL- TRKS 63 & 66	278.47
			ASPHALT RMVR & APPLICATOR	351.09
		MAGRUDER LIMESTONE CO INC	4-6" CLEAN- OAK RD	188.30
			4-6" CLEAN & 1" MINUS- OAK	1,146.28
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	180.72
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	180.72
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	208.22
			TRANS DEPT FLOOR MATS	12.25
		PARKWAY PLAZA TIRE	BEARING & HUB ASSMBLY-TRK	879.45
		METAL CULVERTS INC	RIVETS FOR SHOP	2,880.00
		AMAZON CAPITAL SERVICES INC	UTILITY KNIVES	125.97
			BOX CUTTER	2.10
			GAS CANS & GRABBER PICKP T	294.93
			FOAM CUPS, SUGAR, COFFEE	77.73
			PAPER TOWELS	25.66
			5 GALLON GAS CAN	75.99
		GARBER DIESEL SERVICE LLC	ALIGNMENT OF TRUCK #62	95.76
			ALIGNMENT OF TRUCK #53	98.63
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
		RUSH TRUCK CENTERS OF MISSOURI INC	FRONT END ALIGNMENT-TRK 63	4,388.00
		A K SMALL ENGINES LLC	CHAINSAW CHAIN	70.72
			CHAINSAW CHAIN	141.44
		RAFTELIS	PW ASSESSMENT 4/1-5/30/24	4,070.00
		TOTAL TOOL SUPPLY INC	BATTERY- HOT SAW	<u>679.00</u>
			TOTAL:	35,423.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Water	Water Fund	UNITED RENTALS (NORTH AMERICA) INC	MINI SKID STEER	12,591.97
		CORE & MAIN LP	ANODE BAGS	803.10
			ANODE BAGS	300.00
			PROBE ROD	66.13
			SERVICE LINE	136.00
			S TUBES & METER FLANGE SET	778.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	208.82
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	196.86
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	196.86
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	UTILITY KNIVES	125.97
			SAFETY GLASSES	142.60
			BOX CUTTER	2.09
			FOAM CUPS, SUGAR, COFFEE	77.74
			PAPER TOWELS	25.66
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	LOCATOR FLAGS	3.49
		RAFTELIS	PW ASSESSMENT 4/1-5/30/24	4,070.00
			TOTAL:	19,772.01
		Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC
FASTENAL CO	STOCK BOLTS			126.80
MUNICIPAL EQUIPMENT CO	PUMP GASKET			38.95
	PUMP BRACKET			222.97
	STOCK GUIDE RAIL PARTS			17,412.94
KNAPHEIDE TRUCK INC	NEW SERVICE TRK BED-TRK #5			24,805.00
	CABLES FOR SERVICE CRANES			465.00
	LIGHT KIT- NEW F150			1,595.00
O'REILLY AUTOMOTIVE STORES INC	BATTERIES-PURPLE WAVE VEHI			208.14
	GLOVES			30.98
CONSOLIDATED ELECTRICAL DISTR, INC	MINI CIRCUIT- 29-1 REPAIR			32.56
BUTLER SUPPLY CO	CONDUIT- DARWIN REHAB			179.65
LOYD'S ELECTRIC SUPPLY INC	BREAKERS- 29-1 REPAIRS			1,560.00
DAM STEEL SUPPLY	PANEL REPLACEMNT-PEACH BLO			38.00
CORE & MAIN LP	ANODE BAGS			300.00
	STOCK CTS PIPE			170.00
	ADAPTER PARTS- JETTER TRUC			38.16
	TOUGH BOY TOWELS			59.01
	SVC LINE- 42-35 LINE REPAI			285.00
	PARTS FOR 42-35 LINE REPAI			929.91
	TOUGH BOY TOWELS			19.67
	VALVE STACKS			324.68
CINTAS CORPORATION	SEWER DEPT UNIFORMS			233.56
	SEWER DEPT FLOOR MATS			12.25
	SEWER DEPT UNIFORMS			264.89
	SEWER DEPT FLOOR MATS			12.25
	SEWER DEPT UNIFORMS			264.89
	SEWER DEPT FLOOR MATS			12.25
AMAZON CAPITAL SERVICES INC	UTILITY KNIVES			205.53
	BOX CUTTER			2.10
	FOAM CUPS, SUGAR, COFFEE			77.74
	HAND CLNR TOWELS & PPR TOW			173.12
	SS CHAIN LINKS			342.45
COCHRAN ENGINEERING	ROCKWAY L/S STORAGE LOR24-			3,300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REEVES-WIEDEMAN COMPANY	STAINLESS STEEL CAP	16.24
		LINDYSPRING LAKE OF THE OZARKS	PW MAY WATER COOLER RENTAL	10.00
		NICK'S TRUE VALUE HARDWARE	GARDEN HOSE	66.99
		HIGH TIDE TECHNOLOGIES	ANNUAL COMM CALLS-TOP SIDE	400.00
		RAFTELIS	PW ASSESSMENT 4/1-5/30/24	4,070.00
		NEZAT TRAINING & CONSULTING INC	NEZAT SEWER CLEANING TRNG	<u>1,125.00</u>
			TOTAL:	72,023.66
Ambulance	Ambulance Fund	MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	584.92
		QUADMED INC	MEDICAL SUPPLIES	114.75
			MEDICAL SUPPLIES	387.50
			MEDICAL SUPPLIES	699.55
			MEDICAL SUPPLIES	<u>247.50</u>
			TOTAL:	2,034.22
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	105 GAL LCF UNLEADED GAS	367.40
			149 GAL LCF DYED DIESEL	531.78
		NAEGLER OIL CO	4,501 GAL LCF AV GAS	20,616.98
		OSAGE LOCK & MAINTENANCE LLC	1 KEY- LCF AIRPORT	12.50
		DAM STEEL SUPPLY	1/2" X 5" FLAT BAR & LABOR	44.98
		CRAWFORD, MURPHY & TILLY INC	MAR LCF RUNWAY ENG 23-046B	160,500.00
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 5/1-7/31/24	2,944.50
		SMITH PAPER & JANITOR SUPPLY CO INC	TRASH BAGS, PAPER TOWELS,T	<u>102.77</u>
			TOTAL:	185,120.91
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	4,001 GAL GG AV GAS	18,326.70
		O'REILLY AUTOMOTIVE STORES INC	FUSE- HANGAR DOOR	4.99
		SMITH PAPER & JANITOR SUPPLY CO INC	TRASH BAGS, PAPER TOWELS,T	<u>47.39</u>
			TOTAL:	18,379.08
===== FUND TOTALS =====				
10	General Fund			30,946.02
20	Transportation			35,423.71
30	Water Fund			19,772.01
35	Sewer Fund			72,023.66
40	Ambulance Fund			2,034.22
45	Lee C. Fine Airport Fund			185,120.91
47	Grand Glaize Airport Fund			18,379.08

	GRAND TOTAL:			363,699.61

TOTAL PAGES: 4

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



LIQUOR LICENSE APPLICATION

Date of Application: 01/23/2024

Date Application Received: 5/8/2024

Name of Establishment: Ozark Harley-Davidson Inc, DBA Lake of the Ozarks Harley-Davidson

Physical Address: 6482 Osage Beach Pkwy Osage Beach, MO 65065

Mailing Address: 6482 Osage Beach Pkwy Osage Beach, MO 65065

Applicant Name: Ozark Harley-Davidson Inc, DBA Lake of the Ozarks HD Shop Jef Fleming

(As it is to appear on license. If corporation, name of corporation and managing officer)

Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Season Plumbing for the Beach Drive Culvert Replacement Project for an amount not to exceed \$62,158. *Second Reading*

Requested Action:

Second Reading of Bill #24-31

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY202X Budgeted Amount: \$2,943,694

FY202X Expenditures to Date (MM/DD/YY): (\$ 44,033)

FY202X Available: \$2,899,661

FY202X Requested Amount: \$62,158

Department Comments and Recommendation:

This project was advertised in early March. Bids were opened on April 11th. The City received 7 bids and Four Seasons was the low bid with a bid of \$62,158. Four Seasons Bid form and the bid tab is attached. We have worked with Four Season several times. They just completed the Park Irrigation pump project for us, and we like the quality of work we are seeing.

This work replaces and up-sizes a broken culvert near the end of Beach Drive just past Carie Ln.

The engineering and construction budget for this project is \$97,000, within 20-00773155.

I recommend Approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-31 is in correct form.

City Administrator Comments:

The first reading was read and approved on May 2, 2024. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING LLC FOR THE BEACH DRIVE CULVERT REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$62,158.

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 Four Season Plumbing, 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 Sixty-Two Thousand One Hundred Fifty-Eight Dollars. (\$62,158.00)

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

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

READ FIRST TIME: May 2, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.31 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.31.

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 _____ a _____ of _____ 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:

DRAINAGE IMPROVEMENTS - BEACH DRIVE

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ 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 **Thirty (30)** 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.

Drainage Improvements - Beach Drive

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Drainage Improvements - Beach Drive

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	4275	4275.00
2	Clearing and Grubbing	LS	1	2160	2160.00
3	Removal of Existing Improvements (Storm Sewer Pipe, Concrete, Wooden Wall)	LS	1	4320	4320.00
4	Temporary Rock Ditch Check	EA	1	1354	1354.00
5	36-inch Diameter Dual Wall Polypropylene Pipe	LF	112	91.77	10,278.00
6	Concrete Blocks for Retaining Wall (2'x2'x4')	EA	8	129.50	1036.00
7	Asphalt Pavement Repair	SY	28	146.82	4111.00
8	4-Inch Wide White Pavement Striping	LF	31	28.58	886.00
9	Type 2 Rock Ditch Liner, 6"-12" Rip-Rap	SY	30	358.27	10748.00
10	Type 3 Rock Ditch Liner, 12"-18" Rip-Rap	SY	120	149.92	17990.00
11	Force Account	LS	1	\$5,000.00	5000.00
Total Base Bid:					62,158.00

TOTAL BASE BID IN WRITING: Fifty-two thousand, one hundred fifty-eight dollars

Drainage Improvements - Beach Drive

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 1125 Industrial Drive this 9th day of April, 2024.
Osage Beach, MO 65065
LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Paula A Yost owner
Signature and Title

PAULA A YOST
Typed or Printed Name

Doing Business As

Four Seasons Plumbing
Name of Firm

Business Address of Bidder:

1125 Industrial Dr
Osage Beach, MO 65065
Telephone No. 573-348-2093

Drainage Improvements - Beach Drive

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:

Four Seasons Plumbing
Name of Corporation

By

Paula A. Yost owner
Signature & Title

PAULA A YOST
Typed or Printed Name

ATTEST:

[Signature]

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Brittany N Yost
Typed or Printed Name

Business Address of Bidder:

1125 Industrial DR
Osage Beach, MO 65065
Telephone No. 673-3446-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Paula A Yost

1125 Industrial Drive OSB, MO 65065

Secretary

Brittany Yost

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>
St. Moritz Pressure Sewer and Lift Station	19		\$750,000
Margaritaville Lift Station	18		\$125,000
City Park Irrigation	24		\$190,000

b. List of equipment available for this job.

Excavator Compactor
Service Truck Broom
Dump Truck
Skidsteer

c. List of subcontractors to be used on this project

(Name)	(Type of Work)
Main Street Asphalt	Asphalt

This report is an integral part of the proposal.

Dated April 9, 2024
By [Signature]
Title Secretary

**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 Four Seasons Plumbing
Address 1125 Industrial DR Osage Beach, MO
Internal Revenue Service Employer Identification Number 04-3653085

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 \$ 62,158.00

3. Anticipated performance period 7 days.

4. Expected total number of employees who will perform the proposed construction 3.

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 Labor,

Drainage Improvements - Beach Drive

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.

Paula A. Yost - owner
(Name and Title of Signer - type written)

Paula A. Yost
Signature

April 9, 2024
(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**

Four Seasons Plumbing
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 Mainstreet Asphalt

Address PO Box 378 Camden, MO 65020

Internal Revenue Service Employer Identification Number 562648067

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. 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? X 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 X No.

2. Dollar amount of proposed subcontract \$ 4111.

3. Anticipated performance period 1 day.

4. Expected total number of employees who will perform the proposed subcontract 3-4.

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.

(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

Drainage Improvements - Beach Drive

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.

Paula D. Post Owner
(Name and Title of Signer - type written)

Paula D. Post 4/9/24
Signature (Date)

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

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Four Seasons Plumbing
a corporation X, individual _____, partnership _____, joint venture _____, of the State of Missouri
_____, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____
_____, of the State of MO, 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 three thousand, one hundred eight Dollars (\$ 3108.00), 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 **DRAINAGE IMPROVEMENTS – BEACH DRIVE** 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).

Drainage Improvements - Beach Drive

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

N/A

Signed and sealed this 9th day of April, 2024

WITNESS:

[Signature]

BIDDER: (Print Full Name)

By: [Signature]

Name & Title: PAULA A YOST - owner

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

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

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Paula Yost, certify that I am owner of
(Name of person signing certificate) (Title of person signing Certificate)

Four Seasons Plumbing and Paula Yost
(Company Name) (Name of Person Signing Bid Bond)

was then owner of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

Paula Yost
Signed by the Authorized Officer or manager of the Bidder

Four Seasons Plumbing
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF Missouri)
COUNTY OF Camden) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Paula Yost
to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) _____ and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this 9th day of April, 2024

Notary Public

My Commission Expires: 1-15-28, 2028



**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss
County of Camden)

On this 9th day of April, 2024, before me appeared Paula A Host, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula A Host, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the owner of Four Seasons Plumbing, LLC and I am duly authorized
(Position) (Name of Business Entity)
Directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Paula A Host
Affiant Signature

Subscribed and sworn to before me this 9th day of April, 2024.

Teresa Reed
Notary Public

My Commission Expires: 1-15-28

Seal:



AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 2024 by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Paula Host a Four Seasons Plumbing 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:

DRAINAGE IMPROVEMENTS - BEACH DRIVE

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ 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.

Drainage Improvements - Beach Drive

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

Four Seasons Plumbing, LLC
Contractor, Party of the Second Part

By Teresa Reed, owner
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 9th day of April, 2024, before me appeared Teresa Reed
to me personally known who, being by me duly sworn, did say that he is the Owner of
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal
of said corporation by authority of its board of directors, and said Teresa Reed acknowledged
said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: 1-15-28

Teresa Reed
Notary Public Within and For Said County and State



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Paula Allost, Owner

Four Seasons Plumbing
(Name of Contractor)

1125 Industrial DR Osage Beach, MO 65065
(Address of Contractor)

a LLC hereinafter called Principal, and
(Corporation, Partnership, or Individual)

5% of total bid (\$3108.00)
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MISSOURI 65065**

hereinafter called OWNER in the total aggregate penal sum of _____

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 9th day of April, 20 24, a copy of which is hereto attached and made a part hereof for the construction of:

DRAINAGE IMPROVEMENTS - BEACH DRIVE

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
Drainage Improvements – Beach Drive
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Drainage Improvements - Beach Drive & Proctor Drive under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

** Certificate
Included*



FOURSEA-02

RTADSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Candy L. Horn	
	PHONE (A/C, No, Ext): (573) 634-2122 1141 FAX (A/C, No): (573) 636-7500	
	E-MAIL ADDRESS: Candy.Horn@Winter-Dent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
INSURED Four Seasons Plumbing, LLC 1125 Industrial Dr Osage Beach, MO 65065	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60503605	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	60503605	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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. <u>1</u>	Dated <u>April 9, 2024</u>
No. _____	Dated _____

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

(See Next Page for Bid Form)

Bid Tabulation
Beach Drive Drainage Improvements
Osage Beach Project
April 11, 2024



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

				Engineer's Estimate		Four Season Plumbing		M&M Landscaping & Construction		TB Dozing& Excavating	
Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/ General Conditions	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,275.00	\$ 4,275.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00
2	Clearing & Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,160.00	\$ 2,160.00	\$ 7,750.00	\$ 7,750.00	\$ 12,000.00	\$ 12,000.00
3	Removal of Existing Improvements (Storm Sewer Pipe, Concrete, Wooden Wall)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,320.00	\$ 4,320.00	\$ 19,300.00	\$ 19,300.00	\$ 9,000.00	\$ 9,000.00
4	Temporary Rock Ditch Check	1	EA	\$ 500.00	\$ 500.00	\$ 1,354.00	\$ 1,354.00	\$ 90.00	\$ 90.00	\$ 1,000.00	\$ 1,000.00
5	36-Inch Diameter Dual Wall Polypropylene Pipe	112	LF	\$ 130.00	\$ 14,560.00	\$ 91.77	\$ 10,278.00	\$ 172.83	\$ 19,356.96	\$ 129.11	\$ 14,460.00
6	Concrete Blocks for Retaining Wall (2'x2'x4')	8	EA	\$ 150.00	\$ 1,200.00	\$ 129.50	\$ 1,036.00	\$ 575.00	\$ 4,600.00	\$ 562.50	\$ 4,500.00
7	Asphalt Pavement Repair	28	SY	\$ 70.00	\$ 1,960.00	\$ 146.82	\$ 4,111.00	\$ 208.00	\$ 5,824.00	\$ 339.26	\$ 9,500.00
8	4-Inch Wide White Pavement Striping	31	LF	\$ 1.00	\$ 31.00	\$ 28.58	\$ 886.00	\$ 49.00	\$ 1,519.00	\$ 16.13	\$ 500.00
9	Type 2 Rock Ditch Liner	30	SY	\$ 135.00	\$ 4,050.00	\$ 358.27	\$ 10,748.00	\$ 70.00	\$ 2,100.00	\$ 133.33	\$ 4,000.00
10	Type 3 Rock Ditch Liner	120	SY	\$ 150.00	\$ 18,000.00	\$ 149.92	\$ 17,990.00	\$ 75.00	\$ 9,000.00	\$ 93.75	\$ 11,250.00
11	Force Account	1	LS	\$ 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				\$ 80,301.00		\$ 62,158.00		\$ 80,039.96		\$ 83,210.00

				Beach Drive Drainage Improvements		Twehous Excavating		Don Schnieder Excavating		Logan Excavating		Stockman Construction	
Item	Osage Beach Project	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	April 11, 2024	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,990.00	\$ 22,990.00	\$ 16,069.36	\$ 16,069.36	\$ 6,800.00	\$ 6,800.00
2	Clearing & Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 13,050.00	\$ 13,050.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00
3	Removal of Existing Improvements (Storm Sewer Pipe, Concrete, Wooden Wall)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,250.00	\$ 6,250.00	\$ 13,280.00	\$ 13,280.00	\$ 13,500.00	\$ 13,500.00	\$ 6,500.00	\$ 6,500.00
4	Temporary Rock Ditch Check	1	EA	\$ 500.00	\$ 500.00	\$ 75.00	\$ 75.00	\$ 953.00	\$ 953.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
5	36-Inch Diameter Dual Wall Polypropylene Pipe	112	LF	\$ 130.00	\$ 14,560.00	\$ 225.00	\$ 25,200.00	\$ 192.47	\$ 21,556.64	\$ 142.47	\$ 15,956.64	\$ 215.00	\$ 24,080.00
6	Concrete Blocks for Retaining Wall (2'x2'x4')	8	EA	\$ 150.00	\$ 1,200.00	\$ 550.00	\$ 4,400.00	\$ 733.26	\$ 5,866.00	\$ 187.50	\$ 1,500.00	\$ 333.00	\$ 2,664.00
7	Asphalt Pavement Repair	28	SY	\$ 70.00	\$ 1,960.00	\$ 175.00	\$ 4,900.00	\$ 302.36	\$ 8,466.08	\$ 48.00	\$ 1,550.00	\$ 176.00	\$ 4,928.00
8	4-Inch Wide White Pavement Striping	31	LF	\$ 1.00	\$ 31.00	\$ 15.00	\$ 465.00	\$ 31.90	\$ 988.90	\$ 29.00	\$ 899.00	\$ 20.00	\$ 620.00
9	Type 2 Rock Ditch Liner	30	SY	\$ 135.00	\$ 4,050.00	\$ 65.00	\$ 1,950.00	\$ 92.53	\$ 2,775.90	\$ 55.83	\$ 1,675.00	\$ 140.00	\$ 4,200.00
10	Type 3 Rock Ditch Liner	120	SY	\$ 150.00	\$ 18,000.00	\$ 80.00	\$ 9,600.00	\$ 68.83	\$ 8,259.60	\$ 60.00	\$ 7,200.00	\$ 110.00	\$ 13,200.00
11	Force Account	1	LS	\$ 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				\$ 80,301.00		\$ 82,840.00		\$ 103,186.12		\$ 71,350.00		\$ 72,842.00

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-32 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Jeep Invasion event support request for an amount not to exceed \$3,000. *Second Reading*

Requested Action:

Second Reading of Bill #24-32

Ordinance Referenced for Action:

Board of Aldermen approval is required for distribution of funds for Community Promotions - Community Event Support per City Code Section 110.300.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2024 Budgeted Amount: \$ 13,000

FY2024 Expenditures to Date (004/25/2024): (\$ 3,000)

FY2024 Available: \$ 10,000

FY2024 Requested Amount: \$ 3,000

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-32 is in correct form.

City Administrator Comments:

The first reading was read and approved on May 2, 2024.

Community Event Support 10-21-754255 has a FY2024 budget of \$13,000. Per City Code 110.300, 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 needs.

Enclosed is the *Lake of the Ozarks Jeep Invasion Event Support Application* with supplemental information submitted by the applicant, Operation Freedom Exchange. The request is for \$3,000. The event is scheduled to be held on September 27 - 28, 2024.

The application is presented for the Board's consideration. This is the second application received to date for FY2024, \$10,000 is remaining in the FY2024 Operation Budget.

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

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

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

Section 1. That the expenditure of funds for advertising in the amount of Three Thousand dollars (\$3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Jeep Invasion to be held September 27-28, 2024.

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

Section 3. Severability The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME: May 2, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.32 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.32.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.400

Requested Amount: \$ 3000 Date of Request: April 22, 2024

Organization Information:

Organization Name: Operation Freedom Exchange

Address: 1920 W. Timber Ridge Dr Sedalia Mo 65301

Phone # 251-648-4817 Fax # _____

Contact Name: William Chabino

Phone # (cell) 251-648-4817 (Other) 660-473-9383

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? Local

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

ETN 99-2189211

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

Event Information:

Event Name: LAKE OF the OZARKS Jeep Invasion

Event Dates: Sept 27th + 28th

Event Location: LAKE OZARKS + OSAGE BEACH

Description of event: LARGE Jeep gathering - Poker Run

How will the proceeds of this event be used? 2 days

How will the City be recognized through this event? Display social meeting

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: Registration Fees

Total budget for the event: 19,115 - see attached sw

(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? _____

How many years has this event been held? Brand New Event

Estimated attendance this year? _____ Last year's attendance, if applicable? 0

min - 3000 Jeep
poss. - 6000 + people

New Event

Applicant:

Application Completed By: President William Cha

Contact Phone/Cell: 251-648-4817

<u>William Cha</u>	<u>William Chebino</u>	<u>President</u>	<u>4-22-2024</u>
Signature	Print Name	Title	Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

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

Internal Use

Date Application Received: 4/25/2024 By: J Woods via Mayor Harrison

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

Event Budget:

Personal help before, during, after event	\$5000.00
We are donating a \$1000.00 to Public Safety Bagnell Dam	\$1000.00
We are donating a \$500.00 to public works Bagnell Dam	\$500.00
Fee for Bagnell Dam shut down	\$2850.00
Trash cans + Dumpster	\$725.00
Advertisement	\$8500.00
Event Insurance	\$540.00

Total: \$19115.00

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Jeana Woods, City Administrator
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-33 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an engagement letter with PGAV Planners, LLC (PGAV) for an analysis of the incremental tax revenues for the Oasis at Lakeport project in Osage Beach, MO, for an amount not to exceed \$50,000, excluding applicable reimbursable expenses. *Second Reading*

Requested Action:

Second Reading of Bill #24-33

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: 10-21-731100 TIF Proposal Exp.

FY2024 Budgeted Amount: \$70,000

FY2024 Expenditures to Date (04/15/2024): (\$ 533)

FY2024 Available: \$69,467

FY2024 Requested Amount: \$50,000
(plus applicable
reimbursable
expenses)

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-33 is in correct form.

City Administrator Comments:

The first reading was read and approved on May 2, 2024.

The scope of services are outlined in the enclosed engagement letter. These expenditures are developer reimbursed per the Redevelopment Agreement and a corresponding revenue account is included in the FY2024 Operating Budget; no City out-of-pocket expenditures for these services will occur.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN ENGAGEMENT LETTER WITH PGAV PLANNERS, LLC (PGAV) FOR AN ANALYSIS OF THE INCREMENTAL TAX REVENUE FOR THE OASIS AT LAKEPORT PROJECT IN OSAGE BEACH, MO, FOR AN AMOUNT NOT TO EXCEED \$50,000.00, EXCLUDING APPLICABLE REIMBURSABLE EXPENSES.

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

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

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

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

READ FIRST TIME: May 2, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.33, was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.33.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

April 4, 2024

Via E-Mail

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

Dear Jeana,

PGAV Planners, LLC (“PGAV”) is pleased to provide the following proposal for an analysis of the incremental tax revenues produced by the planned tourism destination known as the Oasis at Lakeport (the “Project”) in the City of Osage Beach, MO (the “City” or “Client”). This proposal includes:

1. Scope of Services
2. Timing
3. Professional Fees and Reimbursable Expenses
4. Subsequent Phases / Additional Services
5. Notices
6. Termination
7. Agreement

Scope of Services

A. Market Analysis

Retail Market Analysis: PGAV will:

- Using proprietary data sources, review the local and regional consumer demand for the mix, and type, of retail planned for the Project;
- Determine the primary and secondary trade areas for the retail development planned for the project and detail retail demand per North American Industrial Classification System (“NAICS”) code;
- Research annual reports and other publicly available information on national credit retailers planned for location in the Project. Understanding national trends with respect to the retailers contemplated for the Project will provide a basis for estimating the Project’s retail production; and
- Review the types of retail and entertainment concepts planned for the Project and estimate future sales expectations.

Destination Analysis:

PGAV will review the plan for the destination tourism components of the Project, including the Ferris wheel, roller coaster, arcade, flowrider, and water park. Our analysis will include benchmarking these assets against similar destinations in other locations. We will use cell-phone tracking data to help us determine likely trade area and customer attraction for these components of the Project. This analysis will help us to estimate taxable revenues.

Hotel Analysis:

PGAV will review the local hotel market with respect to supply, occupancy, and demand. We will present an analysis of existing hotel conditions, projected occupancy, and revenue generation on the part of the hotel rooms planned for the Project.

Demographic and Market Analysis:

PGAV staff will review and describe the demographic composition and demographic trends of the defined trade area(s). We will describe the extent of the trade area(s) served by the Project and how the demographics of the trade area(s) support these assets.

B. Draft Revenue Analysis

Based on the work described in Task A, PGAV will provide future estimates of per capita and total annual spending at the Project. Based on these estimates of revenues, PGAV will estimate taxes subject to capture pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the “TIF Act”) as well as any other special location taxes (i.e., from a community improvement district or a transportation development district), which revenues are pledged to the payment of debt service on bonds.

PGAV will conduct a review and analysis of the various data and revenue components which will need to be evaluated in order to project the future levels of revenues available for bond financing. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a) The list of parcels, by Camden County Parcel number subject to this Project;
- b) Site plan;
- c) Any other data as determined by PGAV required to estimate revenues.

C. Preparation of the Bond Revenue Study

Annual revenues will be estimated for a projection period as determined through consultation with the Client. The estimated annual revenues and associated data will be presented in the form of a Bond Revenue Study Report as an independent evaluation of the potential revenue available to repay bonds. The Bond Revenue Study includes:

1. Estimates of taxable sales volumes associated with the Project’s uses;
2. Estimates of value of taxable real property within the Project;

D. Review of Official Statement

PGAV’s work product shall not be included in any official statement, prospectus, limited offering memorandum or other documentation associated with a bond issue or note sale and consummation of a bond sale without prior review and written approval by PGAV. PGAV requests a minimum of three (3) business days for such review, and a minimum of three (3) days for the provision of any such written authorizations. Such approval shall not be unreasonably withheld and shall not involve a separate fee.

Deliverables

- Draft Report
- Final Report

Timing

The services of PGAV are to commence immediately upon execution of a mutual agreement and will be undertaken subject to a mutually agreed upon schedule.

Professional Fees and Reimbursable Expenses

With respect to work tasks described under Scope of Services sections A, B, C, and D, PGAV proposes to provide the work described for the lump-sum amount of \$50,000. PGAV will invoice monthly according to the percentage of work completed. This fee excludes reimbursable expenses. Any reimbursable expenses incurred by PGAV (such as data costs, travel, or printing) will be billed at their direct cost to PGAV.

Subsequent Phases / Additional Services

This agreement is for the services as described under the heading “Scope of Services.” The Client may elect to engage PGAV for Additional Services other than those defined in the Scope of Services. In this instance, PGAV will forward a letter to you outlining the additional scope, additional fee, and reimbursable expenses associated with these additional services.

Notices

The relationship between the PGAV and the City of Osage Beach (the “Client”) is one that requires confidence, an ability to work well together, the need to promptly share and evaluate pertinent information, and a willingness to communicate and to respond on a timely basis. If either party believes its expectations or its needs for information from the other party (or within the other party’s control) are not being met in a satisfactory manner, each party agrees to notify the other party about the shortcoming. The purpose of such notices is to stimulate timely communication and avoid disputes. A notice from one party to another may be a telephone call, electronic mail, facsimile, express, or postal service.

Termination

This Agreement may be terminated by either party upon not less than seven days written notice given by registered mail to the above-named persons. In the event of termination, PGAV may submit a final invoice to the Client covering (a) actual fees accrued by PGAV at the date of termination, calculated at Standard Hourly Rates, since the date of the last invoice, plus (b) the amount for Additional Services performed by PGAV through the date of termination as authorized under this agreement, plus (c) reimbursable expenses of PGAV incurred under the performance under this Agreement through the date of termination.

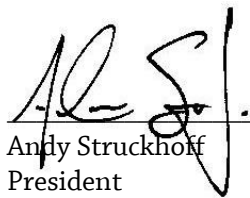
Agreement

This letter, when countersigned by a duly authorized representative of the Client, serves as the entire Agreement for the services outlined herein.

Thank you for the opportunity to work with you on this project.

On Behalf of:

Accepted:



Andy Struckhoff
President
PGAV Planners, LLC

Jeana Woods
City Administrator
City of Osage Beach



CITY OF OSAGE BEACH STANDARD TERMS RIDER

THIS RIDER adds the following standard terms to the attached contractual agreement, order form, estimate, or proposal (the "**Contract**") between the City of Osage Beach, Missouri ("**City**") and PGAV Planners, LLC ("**Contractor**"). In the event any of these terms conflict with the attached Contract, these terms shall control.

1. **E-Verify.** If the Contract is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed on the Contract. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
2. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
3. **Appropriations.** The continuation of the Contract is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to the Contract, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under the Contract, the City shall not be obligated to make those payments.
4. **No Indemnification by City.** Nothing in the Contract shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
5. **Governing Law; Disputes.** The Contract shall be governed by the laws of the State of Missouri. Any action arising out of the Contract or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in the Contract shall require the City to consent to arbitration or other binding dispute resolution.

PGAV Planners, LLC hereby acknowledges and agrees to the terms above.



Signature of Authorized Representative

 **ANDY STRICKHOFF, PRESIDENT.**

Name and Title

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-34 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Logan Excavating LLC for Osage Beach Road Improvement Project for an amount not to exceed 1,093,297.80. *First Reading*

Requested Action:

First Reading of Bill #24-34

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:

No

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY202X Budgeted Amount:	\$2,943,694
FY202X Expenditures to Date (05/06/24):	(\$ 44,860)
FY202X Available:	\$2,898,834

FY202X Requested Amount:	\$1,093,297.80
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Department Comments and Recommendation:

This project was advertised in late March and bids were opened on April 30th. The City received 6 bids and the low bidder is Logan Excavating LLC with a bid of \$1,093,297.80. I did check their references and found no issues. Logan Excavating has a history of completing large scale road projects for MODoT, Cole County, and Missouri S & T College in Rolla. Logan's bid form and the bid tab are attached.

This project will provide a new asphalt roadway, sidewalks, curb, storm drainage, and new street lighting from the PKWY to just past Goodfellow Road. It will also include the

relocation of some city utilities. This is a 180-day project and will be under construction for the next several months.

This project will be under budget.

OB Road Improvements Budget:

Engineering: \$117,847

Construction: \$1,350,000

Total: \$1,467,847

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-34 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LOGAN EXCAVATING LLC FOR OSAGE BEACH ROAD IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,093,297.80.

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 Logan Excavating, 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 One Million, Ninety-Three Thousand Two Hundred Ninety-Seven Dollars and Eighty Cents. (\$1,093,297.80)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.34 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.34.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Osage Beach Road Improvements

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 **Logan Excavating, LLC** a limited liability 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:

Osage Beach Road Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Million Ninety-Three Thousand Two Hundred Ninety-Seven Dollars and Eighty Cents (\$1,093,297.80)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore 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 **Thirty (180)** 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.

Osage Beach Road Improvements

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Osage Beach Road Improvements

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

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

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

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

No. <u>1</u>	Dated <u>4/9/24</u>
No. <u>2</u>	Dated <u>4/22/24</u>

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

(See next page for Bid Form)

Osage Beach Road Improvements

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

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

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

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

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

Dated at _____ this 30th day of April, 2024

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Paul I. Logan Owner

Signature and Title

Paul Logan

Typed or Printed Name

Doing Business As

Logan Excavating LLC

Name of Firm

Business Address of Bidder:

31442 Hwy 63 N

Vienna MO 65582

Telephone No.

573 690 2844

Osage Beach Road Improvements

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

BASE BID

Bld No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	1042001	Relocate Mailbox on New Post (Allowance)	EA	5	100.00	500.00
2	1042001	New Mailbox/Post (Allowance)	EA	5	200.00	1000.00
3	2022010	Removal of Improvements	LS	1		12,500.00
4	2038000	Earthwork	STA	22.4	1000	22,400.00
5	2032000	Rock Excavation	GY	75	225.00	16,875.00
6	3101003	Gravel (A), 3" Thick	SY	40	32.00	1280.00
7	4011209	Asphalt Pavement Surface Course, Hot Joints (BP-1) (3") (PG64-22)	TONS	1,060	124.75	132,235.00
8	4011209	Asphalt Pavement Patch, (BP-1) (2") (PG64-22)	TONS	75	160.00	12,000.00
9	6044011	Concrete Headwall (to be constructed per Pipe Collar Type A)	EA	1		1850.00
10	6081012	Detectable Warning Devices	SF	225	21.00	4725.00
11	6085000	Concrete Approach, 7" (Remove & Replace)	SF	10,790	12.05	130,019.50
12	6086000	Concrete Sidewalk, 4"	SF	7,785	6.16	48,033.45
13	6091012	Concrete Curb and Gutter	LF	3,105	22.50	69,862.50
14	6096020	MoDOT Type 2 Ditch Liner with Geotextile Fabric	CY	25	65.00	1625.00
15	6091041	Concrete Gutter Type A (MoDOT Standard Detail)	LF	12	35.00	420.00
16	6131000	Full Depth Pavement Repair, 7"	SF	1,000	11.88	11,880.00
17	6131000	Full Depth Pavement Widening, 7"	SF	2,995	10.74	32,175.00
18	6131000	Utility Cut Pavement Repair	SF	1,200	10.73	12,876.00
19	6161006	"Road Work Ahead" Sign (W20-1)	EA	4	160.00	640.00
20	6161006	"Shoulder Work Ahead" Sign (W21-5)	EA	4	160.00	640.00
21	6161006	"Flagger Symbol" Sign (W20-7a)	EA	4	160.00	640.00
22	6161006	"One Lane Road Ahead" Sign (W20-4)	EA	4	160.00	640.00
23	6161006	"End Road Work" Sign (G20-2)	EA	4	125.00	500.00
24	6161006	"Narrow Lanes" Sign (W5-5)	EA	4	160.00	640.00
25	6161099	Changeable Message Sign with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	7000.00	14,000.00
26	6161025	Channelizers (Trimline)	EA	100	16.00	1,600.00
27	6181000	Mobilization	LS	1		135,111.00
28	6205901A	Pavement Marking, 4" Lane Line (White or Yellow, High Build Waterborne)	LF	1,275	2.50	3187.50
29	6206124A	Pavement Marking, 24" Stop Bars (White, Standard Waterborne)	LF	120	15.00	1800.00
30	6200036	Pavement Marking, Continental Cross Walk Striping (White, Standard Waterborne)	EA	5	150.00	750.00
31	6221000	Pavement Milling (Edge Mill & Butt Joints)	SY	660	14.40	9504.00

Osage Beach Road Improvements

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

BASE BID CONTINUED

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
32	7320018A	18" Flared End Section	EA	2	325.00	650.00
33	7261018	18" Class A Storm Sewer (Includes aggregate base and backfill)	LF	1,250	75.00	93,750.00
34	8051000A	Seed, Mulch and Fertilize	SY	1,800	3.25	5850.00
35	8061005	Ditch Check	EA	7	220.00	1540.00
36	8061019	Silt Fencing	LF	3,100	4.50	13,950.00
37	8061007A	Inlet Check	EA	8	190.00	1520.00
38	9011000	Hand Hole, 13"x24"	EA	2	1783.00	3566.00
39	9011000	Underground Cable in Conduit, 1-1/2", 2" or 2 1/2"	LF	2,190	21.00	45990.00
40	9011000	Load Center	EA	1	10,255.00	10,255.00
41	9011000	Concrete Street Light Base	EA	16	1524.00	24,384.00
42	9011000	Street Light Assembly	EA	16	4286.00	68,576.00
43	9031200	Sign Relocation on New Post (per location, regardless of the number of signs)	EA	12	300.00	3600.00
44	JSP	RRFB Pedestrian Crosswalk System	EA	2	10,000.00	20,000.00
45	JSP	1" Water Service in 2" Conduit	LF	325	5.75	1868.75
46	JSP	1-1/4" Sewer Service in 2" Conduit	LF	295	5.95	1755.25
47	JSP	Fire Hydrant Relocation	EA	3	5164.88	15,494.64
48	JSP	12" Water Main Relocation	EA	2	7191.38	14,382.75
49	JSP	8" Water Main Relocation	EA	1		8478.00
50	JSP	Curb Inlet Osage Beach Standard	EA	6	8034.41	48,206.46
51	JSP	Grated Inlet	EA	1		7572.00
52		Force Account	LS	1	\$20,000.00	\$20,000.00
					Total Base Bid	1,093,297.80

TOTAL BASE BID IN WRITING:

one million ninety-three thousand two hundred ninety seven & 80/100

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>
Rolla	22	Road work	600,000.
Rolla	23	Storm sewer, Road	1,000,000.
Vichy	23	Sewer, water	400,000
Rolla	23	Site work,	920,000.

- b. List of equipment available for this job.

Dozer, Tractor, Skid steer, Lift

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

<u>(Name)</u>	<u>(Type of Work)</u>
Keith Contracting	Traffic control
Schrimph Landscaping	Erosion control
Capital Paving	Asphalt
KW Luecktemeyer	Striping.
	Electric

This report is an integral part of the proposal.

Dated 4/30, 2024

By Paul Lager

Title owner

Osage Beach Road Improvements

**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 Logan Excavating LLC
Address 31442 Hwy 63N Vienna MO 65582
Internal Revenue Service Employer Identification Number 33-1007511

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 \$ 1,093,297.80

3. Anticipated performance period 180 days.

4. Expected total number of employees who will perform the proposed construction 6

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

Osage Beach Road Improvements

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.

Paul Logan Owner
(Name and Title of Signer - type written)

Paul
Signature

4/30/24
(Date)

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

ADDENDUM NO.1

For the Osage Beach Osage Beach Road Improvements

This Addendum is hereby made a part of the official document for the above referenced RFP.
The bid is hereby amended as described herein.

CHANGES AND/OR ADDITIONS

Change in closing date: April 25, at 2:00 p.m.

YOU MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN YOU BIDDING DOCUMENTS BY INCLUDING IT WITH THE SEALED BID. FAILURE TO SO DO MAY RESULT IN DISQUALIFICATION.

END OF ADDENDUM.



ADDENDUM NUMBER TWO

DATE: April 22, 2024

OWNER: City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, MO 65065

SUBJECT: Addendum Number Two to
Osage Beach Road Improvements

Change in closing date: **April 30, at 2:00 p.m.**

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents. **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

ITEM:

1. **REPLACE:** Replace Existing "Bid Form" for Osage Beach Road Improvements with the attached "Bid Form (Addendum 2).
2. **CLARIFICATIONS:**
 1. Roadway culverts and driveway culverts that are no longer necessary shall be removed as part of Bid Item No. 3 Removal of Improvements. Any utility cuts required for removal shall be per Bid Item No. 18 Utility Cut Pavement Repair. Additional quantity was added to bid item No. 18 to cover roadway culverts located at approximate stations 15+20, 22+70 and 28+90.
 2. It is anticipated that an additional fire hydrant relocation is required at 27+80 to avoid the new storm sewer. Additional quantity was added to Bid Item No. 47 to cover additional hydrant relocation.
 3. There is an additional 1" Water Service in 2" Conduit located at 22+90. Additional quantity was added to Bid Item No. 45 to cover the additional water service.
 4. Bid Items No. 1 and No. 2 cover all the mail boxes whether relocating a mailbox on a new post or installing a brand-new mail box. This will be determined in the field and the quantities will be adjusted as necessary. The (allowance) is to indicate that it is unknown whether the owner will want a new mail box or relocate their existing mail box.
 5. Existing curb ramp at station 33+17 to remain. Contractor to tie into curb ramp at existing landing.
 6. There is a potential 6" Forcemain Relocation located at station 15+20. This relocation, if necessary, shall be performed by the city or by construction change order if directed by the city. The contractor shall coordinate with the city this relocation.
 7. Concrete Infill is required with all curbing in order to form the edge along the pavement. No additional payment is made for concrete infill. However, in many cases Full Depth Widening is bid and will cover most of the required infill.
 8. Full Depth Pavement Repair is utilized during construction to make full depth repairs for areas of the road where the pavement is failed or is considerably damaged. These can include smaller areas and are not shown on the plans. Full Depth Pavement Widening is as needed between the edge of pavement and curbing. Utility Cut Pavement Repair is as required for utility cuts. Please note that all three of these items are very similar with only slight differences.

9. Concrete Approach, 7" shall be 7" thick. Note that some details may call out 6" concrete pavement which is incorrect for this project.
10. Construction Testing shall be performed by the city or city's representative with regard to compaction testing, concrete testing, and asphalt testing. Contractor may perform their own testing for their record.
11. Per Bidding Officer Checklist 11 please include Workers Eligibility Verification Affidavit.
12. 12" Diameter silt sock is acceptable for use as a ditch check per details shown.
13. Wire backing is required for silt fencing per Osage Beach Standards.
14. Rock ditchliner to be removed between 27+80 to 31+80.
15. Rip Rap shall be included in the price of the Flared End Section.

ATTACHMENTS: **Revised Bid Form (Addendum 2)**

END ADDENDUM NO. 2

Bid Tabulation
Osage Beach Road Improvements
Osage Beach Project
April 30, 2024



City of Osage Beach
 1000 Highway 100
 Osage Beach, MO 64074

Item	Description	Unit	Quant ity	Engineer's Estimate		LOGAN EXCAVATING LLC		DON SCHIENDERS		CAPITAL PAVING		EMERY SAPP & SONS		STOCKMAN CONST		MMLC	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Relocate Mailbox on New Post (Allowance)	EA	5	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00	\$ 620.00	\$ 3,100.00	\$ 338.00	\$ 1,690.00	\$ 1,150.00	\$ 5,750.00	\$ 300.00	\$ 1,500.00	\$ 250.00	\$ 1,250.00
2	New Mailbox/Post (Allowance)	EA	5	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	\$ 850.00	\$ 4,250.00	\$ 600.00	\$ 3,000.00	\$ 1,300.00	\$ 6,500.00	\$ 450.00	\$ 2,250.00	\$ 550.00	\$ 2,750.00
3	Removal of Improvements	LS	1	\$ 65,000.00	\$ 65,000.00		\$ 12,500.00	\$ 52,000.00	\$ 52,000.00	\$ 9,896.00	\$ 9,896.00	\$ 55,000.00	\$ 55,000.00	\$ 27,700.00	\$ 27,700.00	\$ 32,000.00	\$ 32,000.00
4	Earthwork	STA	22.4	\$ 2,500.00	\$ 56,000.00	\$ 1,000.00	\$ 22,400.00	\$ 4,235.00	\$ 94,864.00	\$ 1,161.00	\$ 26,006.40	\$ 2,100.00	\$ 47,040.00	\$ 3,465.00	\$ 77,616.00	\$ 2,685.00	\$ 60,144.00
5	Rock Excavation	CY	75	\$ 200.00	\$ 15,000.00	\$ 225.00	\$ 16,875.00	\$ 260.00	\$ 19,500.00	\$ 115.00	\$ 8,625.00	\$ 295.00	\$ 22,125.00	\$ 120.00	\$ 9,000.00	\$ 150.00	\$ 11,250.00
6	Gravel (A), 3" Thick	SY	40	\$ 15.00	\$ 600.00	\$ 32.00	\$ 1,280.00	\$ 40.00	\$ 1,600.00	\$ 13.50	\$ 540.00	\$ 8.00	\$ 320.00	\$ 8.00	\$ 320.00	\$ 75.00	\$ 3,000.00
7	Asphalt Pavement Surface Course, Hot Joints (BP-1) (3") (PG64-22)	TONS	1,060	\$ 120.00	\$ 127,200.00	\$ 124.75	\$ 132,235.00	\$ 135.00	\$ 143,100.00	\$ 1,234.75	\$ 132,235.00	\$ 125.00	\$ 132,500.00	\$ 124.00	\$ 131,440.00	\$ 144.75	\$ 153,435.00
8	Asphalt Pavement Patch, (BP-1) (2") (PG64-22)	TONS	75	\$ 120.00	\$ 9,000.00	\$ 160.00	\$ 12,000.00	\$ 308.00	\$ 23,100.00	\$ 160.00	\$ 12,000.00	\$ 165.00	\$ 12,375.00	\$ 156.00	\$ 11,737.50	\$ 176.00	\$ 13,200.00
9	Concrete Headwall (to be constructed per Pipe Collar Type A)	EA	1	\$ 1,000.00	\$ 1,000.00		\$ 1,850.00	\$ 2,000.00	\$ 2,000.00	\$ 2,243.00	\$ 2,243.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,975.00	\$ 4,975.00
10	Detectable Warning Devices	SF	225	\$ 30.00	\$ 6,750.00	\$ 21.00	\$ 4,725.00	\$ 22.00	\$ 4,950.00	\$ 45.00	\$ 10,125.00	\$ 18.00	\$ 4,050.00	\$ 30.00	\$ 6,750.00	\$ 69.99	\$ 15,747.75
11	Concrete Approach, 7" (Remove & Replace)	SF	10,790	\$ 8.50	\$ 91,715.00	\$ 12.05	\$ 130,019.50	\$ 14.30	\$ 154,297.00	\$ 13.45	\$ 145,125.50	\$ 15.00	\$ 161,850.00	\$ 10.00	\$ 107,900.00	\$ 17.60	\$ 189,904.00
12	Concrete Sidewalk, 4"	SF	7,785	\$ 9.00	\$ 70,065.00	\$ 6.16	\$ 48,033.45	\$ 10.20	\$ 79,407.00	\$ 8.50	\$ 66,172.50	\$ 14.15	\$ 110,157.75	\$ 9.00	\$ 70,065.00	\$ 12.40	\$ 96,534.00
13	Concrete Curb and Gutter	LF	3,105	\$ 35.00	\$ 108,675.00	\$ 22.50	\$ 69,862.50	\$ 36.20	\$ 112,401.00	\$ 35.25	\$ 109,451.25	\$ 47.50	\$ 147,487.50	\$ 29.00	\$ 90,045.00	\$ 51.90	\$ 161,149.50
14	MoDOT Type 2 Ditch Liner with Geotextile Fabric	CY	25	\$ 12.00	\$ 300.00	\$ 65.00	\$ 1,625.00	\$ 190.00	\$ 4,750.00	\$ 171.00	\$ 4,275.00	\$ 140.00	\$ 3,500.00	\$ 100.00	\$ 2,500.00	\$ 84.50	\$ 2,112.50
15	Concrete Gutter Type A (MoDOT Standard Detail)	LF	12	\$ 50.00	\$ 600.00	\$ 35.00	\$ 420.00	\$ 90.00	\$ 1,080.00	\$ 23.75	\$ 2,925.00	\$ 130.00	\$ 1,560.00	\$ 100.00	\$ 1,200.00	\$ 756.49	\$ 917.88
16	Full Depth Pavement Repair, 7"	SF	1,000	\$ 12.00	\$ 12,000.00	\$ 11.88	\$ 11,880.00	\$ 18.95	\$ 18,950.00	\$ 19.25	\$ 19,250.00	\$ 19.50	\$ 19,500.00	\$ 14.00	\$ 14,000.00	\$ 72.76	\$ 72,760.00
17	Full Depth Pavement Widening, 7"	SF	2,995	\$ 12.00	\$ 35,940.00	\$ 10.74	\$ 32,175.00	\$ 13.00	\$ 38,935.00	\$ 11.00	\$ 32,945.00	\$ 17.50	\$ 52,412.50	\$ 14.00	\$ 41,930.00	\$ 16.32	\$ 48,878.40
18	Utility Cut Pavement Repair	SF	1,520	\$ 12.00	\$ 18,240.00	\$ 10.73	\$ 12,876.00	\$ 17.00	\$ 20,400.00	\$ 16.00	\$ 19,200.00	\$ 16.00	\$ 19,200.00	\$ 10.50	\$ 12,600.00	\$ 18.04	\$ 21,648.00
19	"Road Work Ahead" Sign (W20-1)	EA	4	\$ 125.00	\$ 500.00	\$ 160.00	\$ 640.00	\$ 140.00	\$ 560.00	\$ 167.80	\$ 671.20	\$ 135.00	\$ 540.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
20	"Shoulder Work Ahead" Sign (W21-5)	EA	4	\$ 125.00	\$ 500.00	\$ 160.00	\$ 640.00	\$ 140.00	\$ 560.00	\$ 167.80	\$ 671.20	\$ 135.00	\$ 540.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
21	"Flagger Symbol" Sign (W20-7a)	EA	4	\$ 125.00	\$ 500.00	\$ 160.00	\$ 640.00	\$ 140.00	\$ 560.00	\$ 167.80	\$ 671.20	\$ 135.00	\$ 540.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
22	"One Lane Road Ahead" Sign (W20-4)	EA	4	\$ 125.00	\$ 500.00	\$ 160.00	\$ 640.00	\$ 140.00	\$ 560.00	\$ 167.80	\$ 671.20	\$ 135.00	\$ 540.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
23	"End Road Work" Sign (G20-2)	EA	4	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 95.00	\$ 380.00	\$ 131.00	\$ 524.00	\$ 95.00	\$ 380.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
24	"Narrow Lanes" Sign (W5-5)	EA	4	\$ 125.00	\$ 500.00	\$ 160.00	\$ 640.00	\$ 140.00	\$ 560.00	\$ 167.80	\$ 671.20	\$ 135.00	\$ 540.00	\$ 170.00	\$ 680.00	\$ 177.00	\$ 708.00
25	Changeable Message Sign with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,000.00	\$ 10,000.00	\$ 7,341.00	\$ 14,682.00	\$ 5,000.00	\$ 10,000.00	\$ 7,200.00	\$ 14,400.00	\$ 7,750.00	\$ 15,500.00
26	Channelizers (Trimline)	EA	100	\$ 25.00	\$ 2,500.00	\$ 16.00	\$ 1,600.00	\$ 27.00	\$ 2,700.00	\$ 16.75	\$ 1,675.00	\$ 25.00	\$ 2,500.00	\$ 17.00	\$ 1,700.00	\$ 31.00	\$ 3,100.00
27	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00		\$ 135,111.00	\$ 129,500.00	\$ 129,500.00	\$ 156,512.06	\$ 156,512.06	\$ 350,000.00	\$ 350,000.00	\$ 70,000.00	\$ 70,000.00	\$ 55,000.00	\$ 55,000.00
28	Pavement Marking, 4" Lane Line (White or Yellow, High Build Waterborne)	LF	1,275	\$ 1.75	\$ 2,231.25	\$ 2.50	\$ 3,187.50	\$ 1.20	\$ 1,530.00	\$ 2.62	\$ 3,340.50	\$ 1.10	\$ 1,402.50	\$ 2.60	\$ 3,315.00	\$ 3.50	\$ 4,462.50
29	Pavement Marking, 24" Stop Bars (White, Standard Waterborne)	LF	120	\$ 5.00	\$ 600.00	\$ 15.00	\$ 1,800.00	\$ 11.00	\$ 1,320.00	\$ 15.73	\$ 1,887.60	\$ 11.00	\$ 1,320.00	\$ 15.65	\$ 1,878.00	\$ 29.00	\$ 3,480.00
30	Pavement Marking, Continental Cross Walk Striping (White, Standard Waterborne)	EA	5	\$ 85.00	\$ 425.00	\$ 150.00	\$ 750.00	\$ 80.00	\$ 400.00	\$ 157.31	\$ 786.55	\$ 65.00	\$ 325.00	\$ 156.00	\$ 780.00	\$ 65.25	\$ 326.25
31	Pavement Milling (Edge Mill & Butt Joints)	SY	660	\$ 6.00	\$ 3,960.00	\$ 14.40	\$ 9,504.00	\$ 8.50	\$ 5,610.00	\$ 14.40	\$ 9,504.00	\$ 25.00	\$ 15,180.00	\$ 22.85	\$ 15,081.00	\$ 16.40	\$ 10,824.00
32	18" Flared End Section	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 325.00	\$ 650.00	\$ 1,880.00	\$ 3,760.00	\$ 1,409.00	\$ 2,818.00	\$ 715.00	\$ 1,430.00	\$ 1,025.00	\$ 2,050.00	\$ 960.00	\$ 1,920.00
33	18" Class A Storm Sewer (Includes aggregate base and backfill)	LF	1,250	\$ 150.00	\$ 187,500.00	\$ 75.00	\$ 93,750.00	\$ 61.50	\$ 76,875.00	\$ 75.50	\$ 94,375.00	\$ 110.00	\$ 137,500.00	\$ 74.00	\$ 92,500.00	\$ 92.00	\$ 115,000.00
34	Seed, Mulch and Fertilize	SY	1,800	\$ 5.00	\$ 9,000.00	\$ 3.25	\$ 5,850.00	\$ 3.00	\$ 5,400.00	\$ 3.41	\$ 6,138.00	\$ 3.50	\$ 6,300.00	\$ 4.00	\$ 7,200.00	\$ 8.00	\$ 14,400.00
35	Ditch Check	EA	7	\$ 300.00	\$ 2,100.00	\$ 220.00	\$ 1,540.00	\$ 280.00	\$ 1,960.00	\$ 230.72	\$ 1,615.04	\$ 230.00	\$ 1,610.00	\$ 235.00	\$ 1,645.00	\$ 400.00	\$ 2,800.00
36	Silt Fencing	LF	3,100	\$ 3.00	\$ 9,300.00	\$ 4.50	\$ 13,950.00	\$ 3.45	\$ 10,695.00	\$ 4.72	\$ 14,632.00	\$ 5.00	\$ 15,500.00	\$ 5.38	\$ 16,678.00	\$ 6.00	\$ 18,600.00
37	Inlet Check	EA	8	\$ 200.00	\$ 1,600.00	\$ 190.00	\$ 1,520.00	\$ 100.00	\$ 800.00	\$ 193.26	\$ 1,546.08	\$ 200.00	\$ 1,600.00	\$ 145.00	\$ 1,160.00	\$ 650.00	\$ 5,200.00
38	Hand Hole, 13"x24"	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,783.00	\$ 3,566.00	\$ 19,565.00	\$ 3,930.00	\$ 1,864.87	\$ 3,739.74	\$ 1,900.00	\$ 3,800.00	\$ 1,860.00	\$ 3,720.00	\$ 3,339.60	\$ 6,679.20
39	Underground Cable in Conduit, 1-1/2", 2" or 2 1/2"	LF	2,190	\$ 20.00	\$ 43,800.00	\$ 21.00	\$ 45,990.00	\$ 23.10	\$ 50,589.00	\$ 22.02	\$ 48,223.80	\$ 23.00	\$ 50,370.00	\$ 21.90	\$ 47,961.00	\$ 25.20	\$ 55,188.00
40	Load Center	EA	1	\$ 6,500.00	\$ 6,500.												

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of a new Pioneer Centrifugal Transfer Pump Trailer Package from Cardinal Pump for an amount not to exceed \$59,940.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-774255 Machinery & Equipment

FY2024 Budgeted Amount: \$306,500

FY2024 Expenditures to Date (04/22/24): (\$7,078)

FY2024 Available: \$299,422

FY2024 Requested Amount: \$59,940.00

Department Comments and Recommendation:

The City is purchasing this new Pioneer Prime Diesel-Driven Centrifugal Pump Trailer Package from Cardinal Pump. The bid for the pump closed on 4/22/2024 and Cardinal Pump was the only bid that met our minimum specification. They will provide a 4-inch pump that can move 1520 gpm, push 155 feet of head, and handle a 3-inch solid. We have done business with Cardinal Pump in the past and feel very comfortable with this vendor. The transfer pump will allow us to bypass sewer stations and manholes, where applicable, similar to what we did when the sewer main collapsed at Sands in 2022. When using this pump, it will allow us to divert flow continuously and will not have the inefficiencies associated with pumping trucks. The pump was budgeted as Trailer Pump

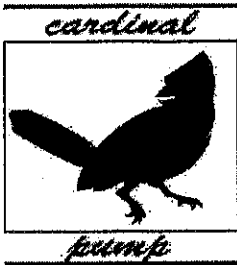
within Machinery & Equipment and will cost the city \$59,940.00. Budget for the pump is \$75,000.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Quotation

431 Brown Road
St. Peters, Missouri
63376

(314) 628-0100

To: Osage Beach
5757 Chapel Dr
Osage Beach , MO 65065
Nathan Earp

Date Quoted		Quote Valid Until	Est. Lead Time	FOB	Prepared By	Quotation Number
4/15/2024		5/16/2024	TBD	SHIPPING POINT	BS	BS041524-01
Qty	Item #	Description	Unit Price	Line Amount		
1	44S10-PP1-01-D/1	Pioneer Prime DieselDriven Trailer Package, Size 4"x 4" , 10" Impeller Dia. Deutz TD2.9L, 67hp, 4-Cylinder Diesel. See attached spec sheet for more information		\$ 50,847.00		
		Pressure Gauges		\$ 1,109.00		
		AutoStart Float Switch		\$ 427.00		
		Trailer Hose Rack		\$ 2,249.00		
		Trailer Corner Jacks		\$ 1,124.00		
		Solar Panel Trickle Charger		\$ 655.00		
		Hose Rack		\$ 2,344.00		
		4" x 10" Suction MXF Cam , PVC		\$ 334.00		
		4" x 20" Suction MXF Cam, PVC		\$ 501.00		
		4" x 50" Layflat Discharge MXF Cam		\$ 350.00		
* QUOTE DOES NOT INCLUDE INBOUND AND/OR OUTBOUND FREIGHT					TOTAL	\$ 59,940.00

City of Osage Beach
RFP FORM

Proposal for **Osage Beach Trailer Pump Purchase**

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: Cardinal Pump.
Company Name
DATE SUBMITTED: 4/15/24

Details including images/photos/artwork/warranty and cost estimates (please provide individual price and quantity discounts if any) – attach additional sheet(s) for clarification if necessary:

Please see attachment, cost, warranty, all specs

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the RFP documents and specifications for the Osage Beach Internet Service RFP. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company Cardinal Pump By Brian Shaffo
(Authorized Representative)
Address 431 Brown Rd. Brian Shaffo (Sales)
St. Peter, Mo. 63376 (Print or type name and title)

Phone 314-628-0100 office 314-412-7295 cell Email brian@cardinalpump.com

FAX _____ Date 4/15/24



Pioneer Prime Diesel-Driven Trailer Package

PP44S10L71-404F-E22T

44S10-PPI-01-P



PUMP SPECIFICATIONS

Size	4" x 4" (100 x 100 mm)
Impeller Diameter	10" (254 mm)
Max Flow	1,520 gpm (345 m ³ /h)
Max Head	155 feet (47 meters)
Solids Size	3" (76 mm)
Max. Operating Temp.	200 °F (93 °C)
Max. Operating Press.	260 psi (1800 kPa)

ENGINE SPECIFICATIONS

FT4 Engine Type	Perkins 404F, 4-Cylinder Diesel
Displacement	135 cu. in. (2.2 l)
Fuel Consumption	2.19 gph (8.29 l/h) @ 1,800 rpm
Continuous HP	38 HP (28 kW) @ 1,800 rpm
Peak Intermittent HP Rating	49 HP (37 kW)
FT4 Specifics (Def or No Def, DOC, SCR, etc.)	DOC
Instrument Panel	Oil pressure gauge, voltmeter, hourmeter, tachometer

PIONEER PRIME PRIMING SYSTEM

Priming System	Mechanically driven diaphragm-style vacuum pump
Air Removal Cap.	50 cfm (.02 cms)
Priming Chamber	Positive sealing air separation w/stainless steel components
Discharge Check Valve	Swing style; ductile iron w/nitrile disc
Run Dry System	Oil-lubricated mech. seal allows pump to run completely dry without damage

FEATURES AND BENEFITS

- Indefinite run-dry capability
- Extreme flow technology
- Environmentally safe priming system: Pioneer Prime
- Auto-start controls

PARTS KITS

Mechanical Seal Kit: 372000109
Bearing Frame Kit: 37300107
Priming Chamber Assembly: 1060015894

Upper Vacuum Kit: 374000102
Lower Vacuum Kit: 374000103

PACKAGE SPECIFICATIONS

Fuel Capacity	75 gal (284 L)
Control Panel	LOFA CP900
Operating Speed (Min. / Max.)	1,000 / 2,200 rpm
Weight (Dry / Wet)	2,700 lbs (1,225 kg) / 3,235 lbs (1,470 kg)
Instrument Compatibility	High/low level floats, transducers
Trailer Brakes	Electric
Optional Adders	3-watt solar charger, 10-watt solar charger, corner jacks, float switch, hose racks, pressure gauges, sound-attenuated enclosure
Telemetry Ready	Options available

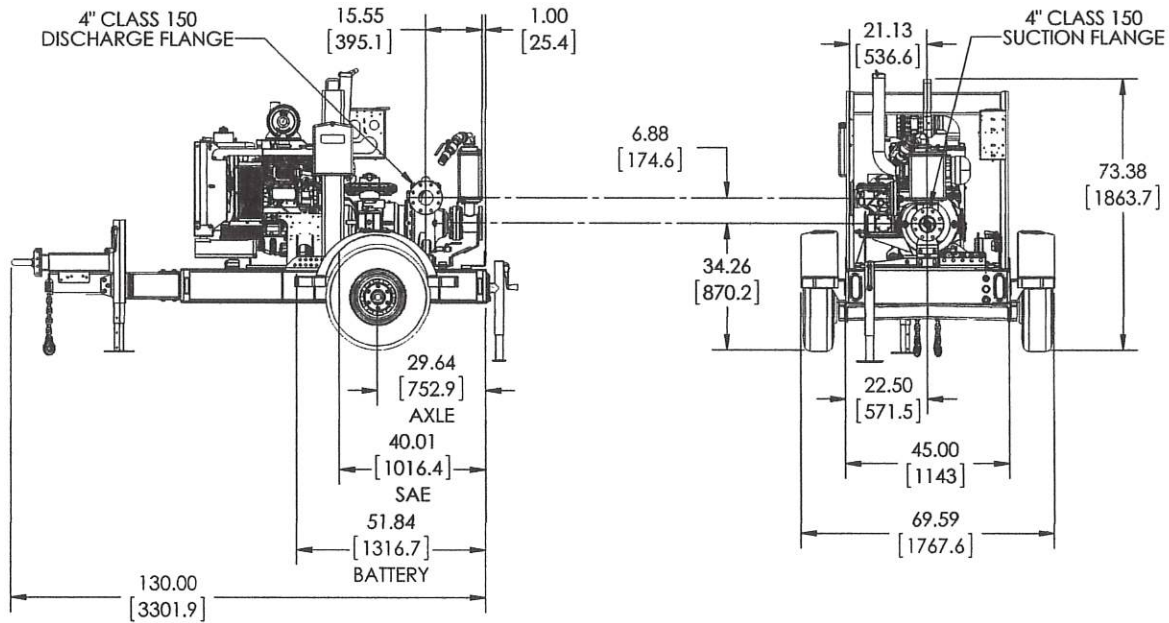
MATERIALS OF CONSTRUCTION

Impeller	CA6NM Stainless Steel
Shaft	17-4 PH Stainless Steel
Wear Ring	ASTM A48 Class 40 Gray Iron
Suction Cover	Ductile Iron ASTM A536 65-45-12
Volute	Ductile Iron ASTM A536 65-45-12
Brac-Plate/Bracket	Ductile Iron ASTM A536 65-45-12
Mechanical Seal	Silicon Carbide rotating and Tungsten Carbide stationary

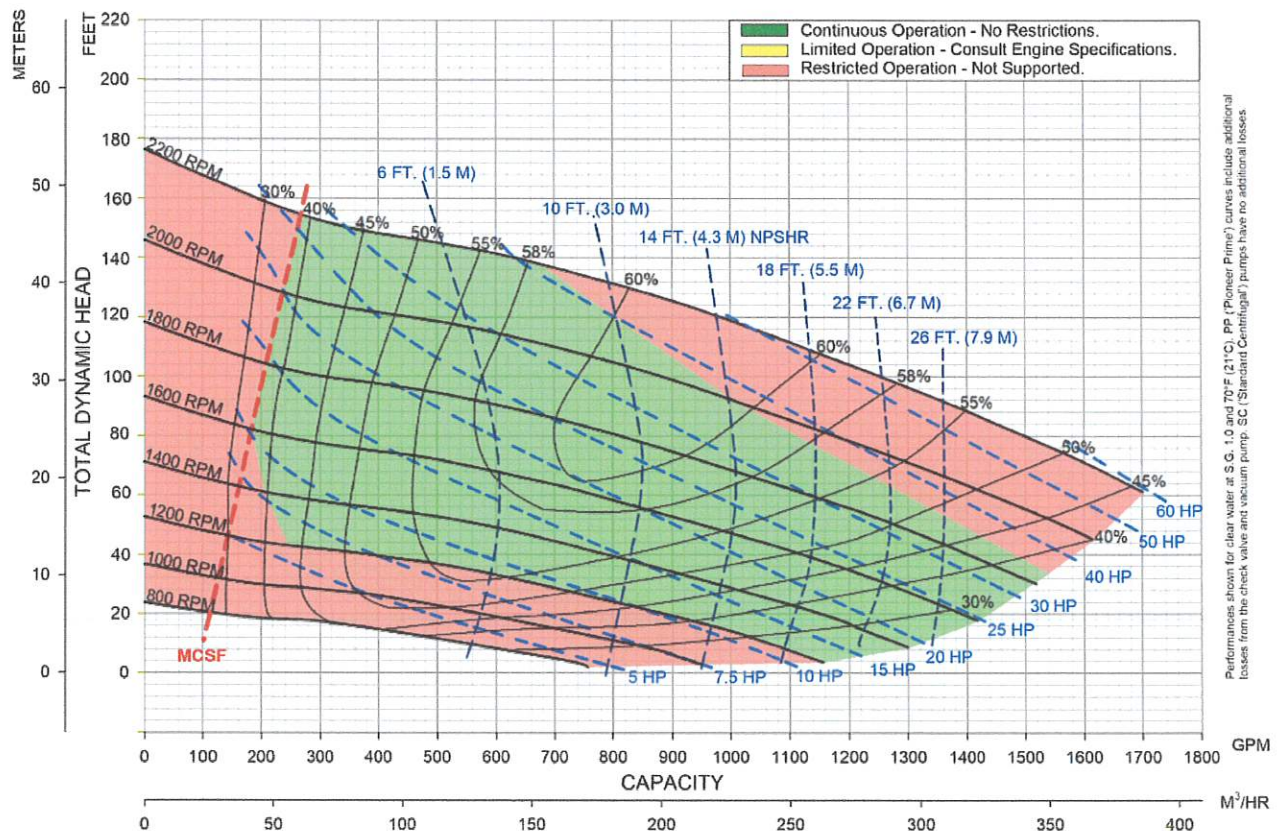


Franklin Electric

MECHANICAL DIMENSIONS



PERFORMANCE CURVE





PIONEER PUMP INC.

Specification Sheet for Pioneer Prime Pump Series

Pioneer Prime Pump Model: PP66S12L71-TD2.9 L4
DOT Enclosed Trailer Mounted Diesel Pump Package

The unit described by this specification is the manufacturer's latest production model for the year solicited and is equipped with all the standard equipment in accordance with the manufacturer's pertinent literature. A copy of the literature shall accompany the bid along with any applicable information necessary to verify the unit either meets or exceeds each of the following specifications.

Delivery

The unit will be delivered complete, assembled accordingly, serviced and ready for operation.

Terms and Conditions

Pioneer Pump's current terms and conditions, including limited warranty policy, can be found on our website <http://www.pioneerpump.com> from the homepage by selecting More > Resources > Terms and Conditions or by following this link:

http://pioneerpump.com/media/228840/m5132_pioneer_terms_and_conditions.pdf

Pioneer Prime DOT Enclosed Trailer Mounted Pump Package

Package model is a PP66S12L71-TD2.9, manufactured by Pioneer Pump Inc.

Design Requirements:

Maximum Operating Speed:	2200 RPM
Minimum Solids Handling Capability:	3.00 Inches
Suction Size:	6.00 Inches
Discharge Size:	6.00 Inches
Maximum Suction Lift:	19 Feet
Pump Maximum Flow @ Runout:	3400 GPM
Pump Maximum Head @ Shutoff:	230 Feet

Pioneer Prime DOT Enclosed Trailer Mounted Pump Specifications:

Pump Details:

Model: PP66S12L71-TD2.9 L4

The heavy duty, high performance, end suction centrifugal pump shall be equal to the Model PP66S12L71 manufactured by Pioneer Pump Inc. It shall be of the solids handling type with a continually rising performance curve to shut-off. 3.0-inch minimum spherical solids handling capability. The pump casing is of back pull-out and suction cover design for ease of maintenance with heavy wall sections to provide long life under abrasive and corrosive conditions.

Suction Spool

The suction spool is constructed of heavy section ASTM A536 Grade 65-45-12 Ductile Iron. The suction spool flanges are ANSI Class 150 and is sealed to the suction cover with a Viton O-ring.

Suction Cover

The suction cover is constructed of heavy section ASTM A536 Grade 65-45-12 Ductile Iron. The suction cover flange is ANSI Class 150 and houses the pump suction wear ring. The suction cover is sealed to the volute with a Viton O-ring.

Volute

The volute is constructed of heavy section ASTM A536 Grade 65-45-12 Ductile Iron. The volute flange is ANSI Class 150. The volute contains a contoured cleanout cover and is sealed with a Viton O-ring. The volute is sealed to suction cover and back plate with Viton O-rings.

Impeller

The impeller is constructed of heavy section ASTM A744 CA6NM Stainless Steel. The impeller is to be fully enclosed, non-clog type with back vanes to reduce axial thrust and lower stuffing box pressure. Semi-open or open impellers will not be accepted as equal. The internal vane edges will be well rounded to present smooth flow. The impeller is to be balanced, with a straight, non-tapered bore and will be keyed to the shaft and secured with a Stainless-Steel impeller lock screw. The impeller is to handle a maximum 3.0 inch spherical solid.

Suction Wear Ring

A single suction wear ring located in the suction cover is of a peripheral type requiring no adjustment. The wear ring is to be press fit into position and replaceable in the field. The wear ring is to be constructed of ASTM-A48, Class 40 Gray Iron.

Back Plate

The back plate is constructed of heavy section ASTM A536 Grade 65-45-12 Ductile Iron. The back plate is dished style and houses the mechanical seal's stationary seat. The back plate is sealed to the volute and bracket with Buna-N O-rings.

Bracket

The bracket is constructed of heavy section ASTM A48 Class 30/35 Cast Iron. The bracket is of the enclosed design and contains oil for mechanical seal lubrication when pump is running dry. The oil bracket capacity is to be minimum of ½ gallon. The bracket is sealed to the back plate with Viton O-rings.

Seal Assembly

The mechanical seal is a single seal design incorporated with a dished style back plate. The mechanical seal is a run-dry design with an oil-filled enclosed style bracket for seal lubrication. The mechanical seal faces are Silicon Carbide rotating and Tungsten Carbide stationary. All seal elastomers are Viton. The seal retainer and spring are to be constructed of Stainless Steel.

Bearing Frame and Bearings

The bearing frame is to be constructed of an ASTM A48 Class 30/35 Gray Iron. The bearings are to be of sufficient size to withstand the radial and axial thrust loads incurred during service. Bearings have a minimum B-10 bearing life of 100,000 hours. The bearings are protected from infiltration of liquid and contaminants by use of a cassette seal located at each end of the bearing frame.

Shaft

The pump shaft shall be constructed of ASTM A747 17-4 Stainless Steel.

SAE Housing and Drive

The pump is to be coupled to engine with an S.A.E. #3 style direct mounted housing and a 11.5-inch rubber disc drive style coupling. The rubber disc drive coupling is to be self aligning and sized to handle full load driver horsepower and speed. The bracket is constructed of ASTM A48 Class 30/35 Gray Iron.

Discharge Check Valve

The pump is to have a full-opening, non-return discharge style check valve. The valve body is constructed of ASTM A126 Class B Cast Iron. The disc is constructed of Buna-N with Alloy Steel and Nylon reinforcement. The Cover Gasket is constructed of Buna-N or Compressed Non-Asbestos Fiber.

Priming System Specification

The vacuum pump is a mechanically driven, diaphragm style vacuum pump that requires no cooling liquid for operation of unit. The vacuum pump is capable of delivering up to 50 CFM of air handling ability. The priming system incorporates a positive sealing float system to insure separation of air and liquid during the priming cycle. The vacuum pump body is constructed of corrosion resistant aluminum, as is the actuator. The crankcase body is constructed of ASTM A48 Class 30 Cast Iron. Elastomers are of Buna-N and Viton. The float/separator chamber is constructed of steel. The float rod assembly and strainer are constructed of Stainless Steel. The pumping unit is capable of fully dry-priming from a start-up mode. The system can handle large volumes of air and liquid, in addition to intermittent flow conditions. The unit is capable of automatic priming and re-priming throughout its operation.

Engine

The engine shall be a four-cylinder, four cycle, liquid cooled, turbocharged diesel engine equal to a Deutz Model TD2.9L4 with a continuous duty rating of 58 HP @ 1800 RPM. The package shall include all necessary hardware and accessories to include, but not limited to electronic governor, 12-volt electric start and heavy-duty air cleaner. The instrument panel includes temperature & oil pressure gauges, ammeter, hour meter & tachometer. The instrument panel also includes automatic turn-on and shutdown for high and low level pumpage. The engine is fitted with a muffler with rain cap and battery. The engine shall utilize a DOC (Diesel Oxidation Catalyst) to reduce the level of particulates and nitrogen oxides. Engines that utilize a DPF (Diesel Particulate Filter), which require the engine to shut down during a regeneration cycle shall not be accepted.

Engine Specifications:

Manufacturer: Deutz

Model: TD2.9 L4

Type: Water Cooled, Diesel, In-Line, 4 Cycle, Direct Injection

Number of Cylinders: Four

Aspiration: Turbocharged

Bore and Stroke: 3.60" x 4.30"

Displacement: 177 Cubic Inches (2.9 L)

Governor: Electronic

EPA Compliance: Final Tier

Engine Control Panel

The engine panel manufacturer is LOFA, model: CP750. The LOFA CP750 controller is an advanced engine control panel. It includes auto-start and manual operation capability to provide complete engine control, monitoring, and protection for both electronically and mechanically governed engines. It is compliant with tier 4F and Euro stage IV. The panel has multi-level PIN based menu access and an intuitive auto-start mode.

Panel Specifications:

- Housing: IP67 rated, powder coated Aluflex extruded aluminum with heavy-duty bracket and isolation mounts
- Display: 4.25" high resolution LCD with an LED variable backlight for viewing in direct sunlight or total darkness
- Keypad: 5 sealed push buttons
- Key switch: IP64 rated with boot key and mechanical lockout to prevent restart attempts while engine is running
- LEDs: (4) indicating auto standby, Preheat, Stop, and Warning
- Throttle control: Ramp throttle adjustment available via momentary rocker switch
- Connectors: Sealed dual auto-start float switch connector, Sealed M12 transducer connector, industry standard 21-pin sealed engine harness connector

Inputs and Outputs:

- SAE J1939 Bus (CANbus 2.0B)
- ECU/Solenoid Control Output (10 A continuous)
- Starter Solenoid Output (70A 1 second, 10 A continuous)
- Auxiliary Multipurpose Output (1 A continuous)
- Alarm Output (1 A continuous)
- 2 Auto-start Switch Inputs
- Transducer Auto-start Input (4-20 mA or optional 0-5VDC)
- 2 Auxiliary Shutdown Switch Inputs
- Fuel Sender Analog Input
- RS485 Serial Interface for Auxiliary Equipment

Frame, Trailer, and Enclosure

The package is our Greenline which includes a heavy-duty fabricated steel frame with a lower rail that allows the axle to be adjusted horizontally on the skid and mounting slots on the top rail that give adjustability to engine and pump location. Top rail includes cut-outs in the slots for carriage bolt or isolator installation. Includes an integral 75-gallon fuel tank with fuel gauge, leak proof fuel cap, and one 1" NPT clean-out/drain plug. Skid is designed to be fully modular. Pump, engine, axle, bail, and support brackets are all bolt-on and able to be removed/adjusted quickly and easily.

The trailer will feature a center-point lifting bail, pintle hitch/adjustable towing bar, safety chains, lights, plastic fenders, two rear jack mounts, and a 5200# single torsion-flex axle with heavy-duty tires/wheels.

The enclosure is manufactured from heavy duty sound deadening materials. It includes galvanneal panels that are lined with mass-loaded vinyl and rock-wool insulation. The lockable door panel can be quickly removed without tools for easy and direct access to the pump. This enclosure also includes



dedicated Diesel Exhaust Fluid (DEF) tank access and a rubber grommet sealed door that can be used to quickly plumb in wires for transducers or floats.

Factory Painting

Pumps and exposed steel framework shall be cleaned prior to painting. Exposed surfaces to be coated with one coat gray W.R. non-lift primer and one coat Pioneer Green (RAL: OC-00D034). The finish coat shall be 1.0 to 1.5 MIL dry film thickness (minimum). The factory finish shall allow for over-coating and touch up after final installation.

Terms and Conditions

Pioneer Pump's current terms and conditions, including limited warranty policy, can be found on our website <http://www.pioneerpump.com> from the homepage by selecting More > Resources > Terms and Conditions or by following this link:

http://pioneerpump.com/media/228840/m5132_pioneer_terms_and_conditions.pdf



Warranty 24 month
see page 4

TERMS AND CONDITIONS

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THIS DOCUMENT CONTAINS PIONEER PUMP, LLC AND ALL OF ITS SUBSIDIARIES' (COLLECTIVELY REFERRED TO AS "PIONEER") STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS. THIS STANDARD LIMITED WARRANTY, GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS SHALL NOT BE ALTERED OR AMENDED EXCEPT PURSUANT TO AN AUTHORIZED PIONEER EXTENDED WARRANTY.

PIONEER Standard Terms & Conditions are subject to change at any time. The latest version is available at pioneerpump.com.

A. EFFECTIVE DATE AND NO AGREEMENT OR AMENDMENTS

This document and its provisions are effective as of 10/11/2023 and valid until updated by PIONEER. This document and its provisions shall supersede any and all pre-existing sales policies, terms and conditions, and standard limited warranties issued by PIONEER, whether in writing or orally. This document does not reflect an offer or an agreement to sell PIONEER products to any person or entity and should not be construed as such.

B. GENERAL SALES POLICIES AND CONTROLLING TERMS AND CONDITIONS

PIONEER OBJECTS TO, AND SHALL NOT BE BOUND BY, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, WHETHER PRINTED OR OTHERWISE AND REGARDLESS OF WHETHER SUCH ADDITIONAL TERMS OR CONDITIONS ARE IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER COMMUNICATION FROM PURCHASER TO PIONEER. The terms and conditions appearing in this agreement together with PIONEER's standard or custom product specifications (if applicable), constitute the entire agreement between PIONEER and Purchaser. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by PIONEER to the extent they differ from, modify, add to or detract from this agreement shall not be binding upon PIONEER. There are no other agreements, promises or understandings, either verbal or written, which are not fully expressed in this agreement. No statements, recommendations or assistance by either party have been relied upon by either party or shall constitute a waiver by either party of any of the provisions hereof. This agreement may be amended or altered only if agreed to in writing, signed by the party against which any such amendment or alteration is asserted.

a. Acceptance and Payment

PIONEER reserves the right to reject and refuse to process a purchase order for any reason whatsoever. If a Purchase Order (PO) or a line item contained in a PO is canceled by the Purchaser after PO acceptance by PIONEER, PIONEER reserves the right to apply cancellation charges of up to fifty percent (50%) of the PO price of the canceled item(s).

The due date of payment shall be measured from the invoice date. Terms are net thirty (30) days from date of invoice of each shipment, unless otherwise stated. Any portion of the purchase price which is not paid in accordance with applicable payment terms shall accrue interest at a rate equal to one and one-half percent (1 ½%) per month or the highest rate allowed by law, plus any attorney fees and other costs associated with collections. PIONEER shall apply payments received against outstanding invoices and/or interest charges at its discretion.

b. Prices and Taxes

All prices and discounts are subject to change by PIONEER, with or without prior notice. Prices and discounts applicable to unshipped quantities of existing purchase orders, as well as to new purchase orders, shall be those in effect at the time of shipment.

A representation by Purchaser of facts, upon which PIONEER relies in basing applicable discount or term of sale, shall be taken as a representation that such facts are true; and PIONEER shall have the right to revise any price or discount, including products already shipped, invoiced, or paid, should such representations be untrue.

All prices are net of, and do not include, any federal, state, or local income, property, sales, use, excise, value-added, or other taxes, all of which shall be the responsibility of, and paid by, Purchaser.

c. Quotations

No price quotations for PIONEER products shall be binding on PIONEER unless confirmed in writing by PIONEER. Prices so quoted will be binding on PIONEER for thirty (30) days from the date of the price quotation unless noted in the quotation by PIONEER. Price quotations do not include accessories or components not supplied by PIONEER. Clerical errors on any price quotations are subject to correction by PIONEER. Quotations are subject to change by PIONEER with notice to Purchaser.

d. Delivery

Shipments may be made by common carrier, unless otherwise specified. Special arrangements, such as air freight, parcel shipment, overnight delivery and special packaging requirements must be specifically requested by Purchaser and, unless agreed to in writing by PIONEER, will be at Purchaser's expense.

Any dates or schedules specified for the delivery of goods covered hereby are approximate only and are based upon then existing conditions and/or conditions reasonably anticipated through each shipping date. In addition to the limitation on damages described herein, PIONEER shall not, under any circumstances be liable for any loss, cost, expense, delay, damage, inconvenience, or consequential damages for failure (however caused) to meet a specific shipping date, or for any delay, loss, or damage in transit, or due to the unavailability of suf-



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efficient products to fill a purchase order. PIONEER reserves the right to allocate available inventories among its customers, including Purchaser, in the event that such inventories are inadequate to meet demand.

Pioneer will deliver product in accordance with the terms and requirements of Incoterms 2010 FCA shipping point unless alternative terms are agreed to in writing. Title to the product shipped shall pass to Purchaser when PIONEER delivers such goods (i) to the carrier for delivery to Purchaser or (ii) to the dock for export shipments to Purchaser, and all risks of damage, loss, or delay shall thereupon pass to Purchaser. PIONEER shall promptly, after shipment, notify Purchaser that the goods have been delivered to the carrier or to the dock and shall furnish Purchaser with all documents, if any that are required to enable Purchaser to obtain possession of the product.

C. STANDARD LIMITED WARRANTY

LIMITED WARRANTY: Except as set forth in an Extended Warranty, Pioneer warrants to the purchaser of Pioneer's manufactured products that, for the applicable warranty period identified on the Warranty Schedule attached hereto as Exhibit A and incorporated herein by reference, the products purchased will (i) be free from defects in workmanship and material at the time of shipment, (ii) conform to the specifications published or unless agreed to in writing between the purchaser and Pioneer. This limited warranty extends only to products purchased directly from Pioneer.

If a failure to conform to purchaser's specifications or a defect in materials or workmanship is discovered during the warranty period, Pioneer must be notified in writing within thirty (30) days of such discovery.

- a. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR PIONEER'S BREACH OF ITS OBLIGATIONS HEREUNDER, INCLUDING BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE, UNLESS PROVIDED ON THE FACE HEREOF OR IN A WRITTEN INSTRUMENT MADE PART OF THIS LIMITED WARRANTY, SHALL BE FOR THE PURCHASE PRICE PAID TO PIONEER FOR THE NONCONFORMING OR DEFECTIVE PRODUCT OR FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCT, AT PIONEER'S ELECTION. ANY PIONEER PRODUCT WHICH PIONEER DETERMINES TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE, AT PIONEER'S SOLE OPTION, REPAIRED, REPLACED, OR A REFUND OF THE PURCHASE PRICE PAID. Some states do not allow limitations on how long an implied warranty lasts, therefore, the limitations and exclusions relating to the products may not apply.
- b. WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS OF THIS LIMITED WARRANTY, PIONEER SHALL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY AND ALL (i) INCIDENTAL EXPENSES OR OTHER CHARGES, COSTS, EXPENSES (INCLUDING COSTS OF INSPECTION, TESTING, STORAGE, OR TRANSPORTATION) OR (ii) DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL DAMAGES, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME AND LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER PIONEER IS OR IS SHOWN TO BE AT FAULT, AND REGARDLESS OF WHETHER THERE IS OR THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS OR WORKMANSHIP, NEGLIGENCE IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN.
- c. Pioneer's liability arising out of the sale or delivery of its products, or their use, whether based upon warranty contract, negligence, or otherwise, shall not in any case exceed the cost of repair or replacement of the product and, upon expiration of any applicable warranty period, any and all such liability shall terminate.
- d. Without limiting the generality of the exclusions of this limited warranty, PIONEER does not warrant the adequacy of any specifications provided directly or indirectly by a purchaser or that PIONEER's products will perform in accordance with such specifications. This limited warranty does not apply to any products that have been subject to misuse (including use in a manner inconsistent with the design of the product), abuse, neglect, accident or improper installation or maintenance, or to products that have been altered or repaired by any person or entity other than Pioneer or its authorized representatives.
- e. This limited warranty does not cover parts that by nature of their function require replacement as the result of normal wear and tear, including but not limited to, seals, wear rings, wear plates, or other parts subjected to abrasion, cavitation, or corrosion, unless a defect in materials or workmanship can be determined by Pioneer.
- f. The warranty does not cover electric submersible motors that are damaged by water/moisture or oil that has entered the motor unit.
- g. With respect to all products manufactured by Pioneer, the following conditions automatically void this limited warranty:
 1. Corrosion due to aggressive pumping conditions.
 2. Improper voltage supply.
 3. Physical damage that is the result of misuse, mishandling, or freight or shipping damage.
 4. Damage caused by disasters such as fire, flood, wind, or lightning.
 5. Damage caused by unauthorized modifications or attachments.
 6. Corrosive or abrasive wear outside the normal use of the product.
 7. Lightning damage (often referred to as high voltage surge damage).



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8. Electrical failures due to the use of non-approved overload protection.
9. Unauthorized disassembly.
10. Improper flange loading.
11. Cavitation.

Prior authorization must be received from Pioneer prior to any service work on any product by third parties. Failure to obtain prior authorization shall void this warranty.

Third Party Field Service. No statements regarding warranty coverage made by any third party shall be binding on Pioneer.

D. MISCELLANEOUS

a. Compliance with Laws, Ordinances and Regulations

PIONEER shall use reasonable efforts to cause the products to comply with federal safety, health and environmental regulations and insurance codes. However, PIONEER shall not be responsible for compliance of the products with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the products are to be used, unless such responsibility shall be expressly assumed by PIONEER in writing.

b. Change of Design

PIONEER shall be entitled to make any and all changes in details of design, construction or arrangement of the product as PIONEER in its sole discretion determines will constitute an improvement upon the product or any specifications or designs previously furnished to the Purchaser.

c. PIONEER Remedies

In addition to and notwithstanding any other remedy to which PIONEER may be entitled by law, in the event of Purchaser's breach of its obligations hereunder, or if Purchaser should cancel a purchase order, in whole or in part, or refuse to accept the products shipped hereunder, or wrongfully rejects or revokes its acceptance of products shipped that conform to a purchase order, Purchaser shall pay for, and PIONEER shall be entitled to recover from Purchaser, all special engineering, design, tooling, manufacturing, storage, or transportation costs incurred in connection with PIONEER's performance of the purchase order.

d. Infringement

With respect to PIONEER's own standard designs and specifications, or specialty products which PIONEER has engineered and designed, PIONEER shall defend, indemnify and hold Purchaser harmless from and against any loss, damage, cost or expense arising out of any third-party claims for patent or trademark infringement relating to such products, so long as Purchaser promptly notifies PIONEER in writing of any such claim and gives PIONEER such authority, information and assistance as PIONEER may request in connection with the defense thereof.

Purchaser shall defend, indemnify and hold PIONEER harmless from and against any loss, damage, costs or expenses arising out of any claims of patent or trademark infringement relating to products manufactured by PIONEER in accordance with any designs or specifications furnished by Purchaser.

e. Special Tooling

Any special tools, dies, jigs, molds, or other equipment manufactured or purchased by PIONEER, regardless of whether included as part of PIONEER's pricing, shall remain PIONEER's exclusive property.

f. Confidentiality

All commercial, financial or technical information furnished by PIONEER shall be considered confidential and Purchaser shall not disclose any such information to any other person or use such information itself for any purpose other than the re-sale or the intended use of the products. This Section shall apply to drawings, specifications or other documents prepared by us. Unless otherwise agreed in writing, no information disclosed in any manner or at any time by Purchaser to PIONEER shall be deemed secret or confidential, and Purchaser shall have no rights against PIONEER with respect thereto, except such rights as may exist under applicable patent laws.

g. Independent Contractors

PIONEER and Purchaser are independent contractors and neither has the authority to assume or to create any obligation on behalf of or in the name of the other.

h. Set Off

PIONEER shall be entitled to set off any amount or apply any sum due from Purchaser to PIONEER or any other affiliated company of PIONEER.



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i. Force Majeure

PIONEER shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the reasonable control of PIONEER. PIONEER shall not be responsible or liable for any delays or failures to deliver or to perform its contractual responsibilities if due to causes beyond its reasonable control or the reasonable control of its suppliers, or due to acts of God, acts of civil or military authority, judicial action, fires, strikes, floods, wars, transportation delays, or inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. In the event of such a condition or circumstance, PIONEER shall have the right, at its option, to cancel any purchase orders or any part thereof without any resulting liability.

j. Applicable Law

The terms and conditions expressed herein shall be construed and its performance governed by the internal laws (as opposed to conflicts of law provisions) of the State of Texas.

k. Headings

All headings or captions used herein are for convenience of reference only and shall not limit or define these terms and conditions.

l. Interpretation

Whenever the term "include" or "including" is used in this document or any document referenced in this document, it shall mean "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this document and any document referenced in this document as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa.

EXHIBIT A

	Product	Warranty Period (months)
Pumps	Solids Handling	24
	Clear Liquids	
	Vortex Series	
	GT Series	60
	GS Series	12
	Minetuff Series	18
Packages	Engine Driven	24
	Electric Motor Driven	
	Other	
Other	Parts	12

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the electrical upgrades and panel installations for the Sands and Rockway lift stations by Aesthix Electric for an amount not to exceed \$358,308.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY202X Budgeted Amount:	\$2,112,620.00
FY202X Expenditures to Date (05/02/24):	(\$260,400.00)
FY202X Available:	\$1,852,220.00

FY202X Requested Amount:	\$358,308.00
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Department Comments and Recommendation:

The city is hiring Aesthetix Electric to install the Sands and Rockway lift station panels. Aesthetix Electric is a Sole Source vendor and has worked with the city for years on many projects, including the Sands panel, Rockway panel, and installation of the controls for the Swiss 3 well. Aesthetix Electric was recommended by both Municipal Equipment Company and Electric Controls Company for the installation. Each site will require 7-10 working days to complete the electrical upgrades and install the panels. The electrical upgrades and panel installation fall under Lift Station Improvements and will cost the city \$358,308.00. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

These service gear and panel installations as stated above are budgeted within the *Lift Station Improvements* line item, under the respective project's budget details - *Lift Station Control Panel Replacement - Rockway* and *Lift Station Control Panel Replacement - Sands*. Both projects have been obligated for ARPA reimbursement, as noted in the FY2024 Operating Budget. Between the two projects, overall, it is anticipated a budget overage will be realized of approximately \$18,000. However, a budget amendment for 35-00-773114 is not needed at this time as savings have been realized to date from another project within 35-00-773114. I concur with the department's recommendation.



April 22, 2024

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

Quote #42024

Rockaway Lift Station Service gear and Control panel installation:

Rockaway Upgrades to Include the following:

- Removal of existing Electrical components damaged from H2S Gasses
- Remove Pump Leads and Control Wires from Existing Motor Control Center (MCC)
- Replacing Rusted Conduit Nipples with New Conduits on Feeders of Main Service
- Coordination with Crane Company to Remove Existing MCC
- Installation of New 400 Amp Automatic Transfer Switch Approved by Ameren UE
- Core Drill New Pump Lead Penetrations in top of Wet Well
- Removal of existing Conduits in Rear of Wet Well
- Supply and Installing New Cord Grips to Seal Off Gasses to Keep the Contained-on the Interior of Wet Well
- Supply and Install New "Strein Relief" Grips for Pump Leads
- Mounting and Setting of New Control Panel "Provided by ECC" with Rain Tight Conduit Galvanized Rigid Conduit
- Install new Stainless Steel Cord Grips in Bottom of Control cabinet 3- for Each Pump, and Also for the Floats
- Install New Copper Feeders for each Motor Starter in Each Box
- Mounting of New Equipment on top of Concrete Slab
- Terminations in New Control Cabinets
- Once Work is Started, please Allow 7-10 Working days for work to Completed
- Once Public Works has the Bypass Pumping in place Work can begin
- Start Up will be Scheduled after Work is Completed
- Quote is based upon using Existing Meter Socket and installing Transfer switch net to Meter
- Installation of new floats Inside Wet Well

1 of 2

Quote Total, \$128,546.00

Items NOT Included:

- Premium Time
- Applicable Taxes
- 8 Week Lead Time for Equipment Supplied by Aesthetix Electric
- Prices are firm 30 days from the date of proposal
- Net 30 days with 1.5% added monthly
- Quote was based on the ability of using existing service Feeders from Transformer
- All lead-times are an estimate and subject to change at any time

Accepted By _____

Company _____

Date _____

Steve Durbin
Aesthetix Electric

THANK YOU FOR YOUR BUSINESS AND REFERRALS!

2 of 2



April 5, 2024

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

Quote #32824

Sands Lift Station Service gear and Control panel installation:

Sands Upgrades to Include the following:

- Removal of existing Electrical components damaged from H2S Gasses
- Remove Pump Leads and Control Wires from Existing Motor Control Center (MCC)
- Replacing Rusted Conduit Nipples with New Conduits on Feeders of Main Service
- Coordination with Crane Company to Remove Existing MCC
- Installation of New Custom Built 1200 Amp Panel Board With Ameren Approved CT,PT, 277/480 Volt 3 Phase Service Complete with TVSS, 4-350 Amp Main Breakers, 50 Amp Surge Suppression Breakers, with Space for Future Addition
- Core Drill New Pump Lead Penetrations in top of Wet Well
- Removal of existing Conduits in Rear of Wet Well
- Working with the City to help Install New Conduit Inside Wet Well for Pump Leads
- Supply and Installing New Cord Grips to Seal Off Gasses to Keep the Contained-on the Interior of Wet Well
- Supply and Install New "Strein Relief" Grips for Pump Leads
- Mounting and Setting of New Control Panel "Provided by ECC" with Rain Tight Conduit Between Panel Board and Control Cabinet
- Install new Stainless Steel Cord Grips in Bottom of Control cabinet 3- for Each Pump, and Also for the Floats
- Install New 350 Copper Feeders for each Motor Starter in Each Box
- Mounting of New Equipment on top of Concrete Slab
- Terminations in New Control Cabinets
- Once Work is Started, please Allow 7-10 Working days for work to Completed
- Once Public Works has the Bypass Pumping in place Work can begin
- Start Up will be Scheduled after Work is Completed
- Quote is based upon using Square D Equipment Please see Attached for Manufactures list of componets being supplied

1 of 2

573.348.1429
aesthetixelectric.com | steve@aesthetixelectric.com
PO Box 972 | Osage Beach MO, 65065

Quote Total, \$229,762.00

Items NOT Included:

- Premium Time
- Applicable Taxes
- Please allow Aproximently 62 weeks for delivery
- Prices are firm 30 days from the date of proposal
- Net 30 days with 1.5% added monthly
- Quote was based on the ability of using existing service Feeders from Transformer
- All lead-times are an estimate and subject to change at any time

Accepted By _____

Company _____

Date _____

Steve Durbin
Aesthetix Electric

THANK YOU FOR YOUR BUSINESS AND REFERRALS!

2 of 2

REV	DESCRIPTION	BY	DATE	REV	DESCRIPTION	BY	DATE
1				2			

POWER STYLE QED-2 SWITCHBOARD

SECT/CKT NO	IMD /GMD CONFIG	DEVICE /FRAME RATING	TRIP AMP	FUSE/ TRIP	#P	DESIGNATION	N/P	LUG/WIRE INFORMATION			ACCESSORIES / NOTES
								QTY	PHASE WIRE RANGE	QTY	NEUT WIRE RANGE
1	-	Strip Header	-	-	-		-	-	-	-	SHR
1	1	9 in	350A	-	3P		No	2	3/0 - 250 kcmil	2	3/0 - 250 kcmil
1	2	9 in	350A	-	3P		No	2	3/0 - 250 kcmil	2	3/0 - 250 kcmil
1	3	4.5 in	50A	-	3P		No	1	#14 - 1/0 AWG	1	#14 - 1/0 AWG
1	4	9 in	350A	-	3P		No	2	3/0 - 250 kcmil	2	3/0 - 250 kcmil
1	5	9 in	350A	-	3P		No	2	3/0 - 250 kcmil	2	3/0 - 250 kcmil
1	6	9 in	350A	-	3P		No	2	3/0 - 250 kcmil	2	3/0 - 250 kcmil
1	-	240A SPD	-	-	-		-	-	-	-	SPD
2	-	Strip Header	-	-	-		-	-	-	-	SHR
2	ATS	ATS H FRAME 1200A	-	-	4P		No	-	-	-	1G,2G,BUL,29A,34AB,72EE2,99,31BG
3	UCT	1200A	-	-	-	Amperes (MO & IL)	No	4	3/0 - 750 kcmil	4	3/0 - 750 kcmil
3	M1	RL 1200A Reg A	1200A	A-L-SIG	3P		No	-	-	-	GF,SD,PR,CTU,OF1,SD,EMX1 MMS,TU

LEGEND	
1G	Auxiliary Power Connection
29A	Manual Selection Between Two UBL
2C	Extended Time Delay
31BG	Value
34AB	34A-34B Norm/Emerg Trans. Inhibit
6DL	Reinforce to Normal Mode Selector
72EE2	Communication Module
99	Additional Signal Lights (P17)
CTU	Capacitor Trip Unit
Gf	Ground Fault
MMS	Maintenance Mode Setting Switch
MX1	Shunt Trip
OF1	1 Form C Breaker Aux Contacts
PRR	Phase Failure Relay
SD	Alarm Switch
SDE	Over Current Trip Switch
SHR	Strip Header
SPD	Surge Protection Device
TU	24V Trip Unit Display Power

JOB NAME:	ASHHEUX	EQUIPMENT DESIGNATION:	QED-2 Switchboard
JOB LOCATION:	(02C)	EQUIPMENT TYPE:	SCHEDULE
DRAWN BY:		DRAWING TYPE:	SQUARE D
DATE:	April 05 2024		
DRAWING STATUS:	QUOTE	DWG #	00-4983492-14388271-01
		Page	2 OF 2
		REV	-

Prepared By:

Todd Calvert

CONSOLIDATED ELECTRICAL DIST

6589 OSAGE BEACH PARKWAY

OSAGE BEACH, MO 65065

tcalvert@ced0950.com

D:5733484441

Proposal Name: AESTHETIX

Quote Name: SANDS

Proposal Number: P-240328-4390159

Quote Number: Q-4883492

Through Addenda Number: 0

Sales Representative: Chloe Evans

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	Designation : Product Details: 1 - NQ42L2C-PNLBD INT NQ 225A MLO 42 CKT 1P CU Consisting of 120/240V 1Ph 3W 60Hz SCCR: 10kA Fully Rated Single Main: 100A/2P QOB Circuit Breaker Incoming Conductors: 1 - #4 - 2/0 AWG AL Ground Bar Bus: 225A Rated Copper: Silver/Tin Plated 42 Circuit Interior Type 3R/5/12Box: 38H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH38WP Ref. Drawing: PBA711 Feeders: 40 - 20A/1P QOB Optional Features: Standard Panel (Box Ahead), Standard Solid Neutral, Standard Ground Bar 1 - PK27GTA-LOAD CENTER EQUIPMENT GROUND BAR ASSY 40 - QOB120-MINIATURE CIRCUIT BREAKER 120/240V 20A 1 - QOB2100-MINIATURE CIRCUIT BREAKER 120/240V 100A 1 - MH38WP-PANELBOARD ENCL/BOX TYPE 3R/12 38H 20W

Seq #	Qty	Product Description
2	1	Designation : Product Details: 1 - EE25S3H-XFMR DRY 1PH 25KVA 240X480V-120/240V Transformer Type: Energy Efficient DOE 2016 Transformer Rating: 25kVA Transformer Phase: Single Phase Primary Voltage: 240V/480V Secondary Voltage: 120/240V Transformer Taps: 6 - 2.5% 2+4- Taps Frequency: 60Hz Transformer Winding Material: Aluminum Sound Level: Standard Insulation & Temperature: Class 220 (H), 150 Deg C Enclosure Material: Standard Painted ANSI 49 Grey Enclosure Type: NEMA 2 Ventilated Indoor Enclosure UL Labeled Primary Lug Kits: DASKP100 Secondary Lug Kits: DASKP250 1 - DASKP100-DASKP100 LUG KIT 1 - DASKP250-DASKP250 LUG KIT 1 - WS363-WEATHERSHIELD

Seq #	Qty	Product Description
3	1	Designation : Product Details: 1 - Square D Custom Swbd-QED-2 Switchboard Square D Custom Swbd Designed and Tested in accordance with: UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2 System Voltage - 480Y/277V 3Ph 4W 60Hz System Ampacity - 1200A Source Description - Single Main

Bussing - Aluminum Plated w/Tin and Copper
Plated w/Silver
Neutral Bus - 100%
Max Available Fault Current (RMS) - 65kA
Enclosure - Type 3R Non-Walk-In
Installed Location: Outdoor
Accessibility: Front Only
Rodent Barrier
Exterior Paint Color - ANSI 49
Ground Lug provided for each device
Strip Heaters - Internal Power Source with
Thermostat
Strip Heaters - Internal Power Source with
Humidistat
Bottom Closure Plates
Aluminum Ground Bus
ASCO Controller with 07ATS - Auto Transfer
Switch 1200 Amp, Switched Neutral
Emergency Cable Entrance - Top
 . 6DL Retransfer to Normal Mode Selector
 . 99 Additional Signal Lights (Push to Test)
 . 72EE2 Communication Module (Din Rail
Mounted)
 . 29A Manual Selection Between Two Utilities
 . 34A-34B Normal/Emergency Transfer Inhibit
 . 1G - Auxiliary Power Connections
 . 2C- Extended Time Delay
 . 31BG - Status Relay Bundle

Dimensions

2 - 36" Wide Section(s)
1 - 48" Wide Section(s)
1 - Dimensions: 120.00" W X 47.5" D X 91.5"H
3 - 47.5" Deep Enclosure(s)
Approximate Weight: 3859.00 lbs / 1750.44 kgs

Incoming Requirements

Suitable for Use As Service Entrance
Entry Point: Right of Lineup, Through the Top
Connection Type: Cable
SPD with Surge Rating 240kA
SPD Dry Contacts
Includes Surge Counter
Hot Sequence Utility: Ameren
PT Provisions Required

Mains

1 - 1200AS/1200AT 480V 80% Rated 65 kA 3 Pole
UL, Fixed Mounted Electronic Trip
Circuit Breaker: Type PJ
Ammeter Trip Unit, Long Time, Short Time,
Instantaneous, Ground Fault
Shunt Trip without Communications - 120Vac
Overcurrent Trip Switch 1A/1B Form C
Phase Monitor (Trip on total Loss of
Power)
Maintenance Mode Switch
Auxiliary Switch 1A/1B - Form C
Alarm Switch - 1A/1B Form C

Feeders

4 - 350AT 480V 80% Rated 65 kA 3 Pole UL,
Group Mounted Basic Electronic Trip
Circuit Breaker: Type MJ
1 - 50AT 480V 80% Rated 65 kA 3 Pole UL,
Group Mounted Thermal Magnetic Circuit
Breaker: Type BJ

1 - 350AT 480V 80% Rated 3 Pole UL, Group
Mounted Basic Electronic Trip Prepared
Space: Type MJ

Estimated days to ship, excluding transit: The estimated shipping days cannot be determined at this time, please contact your field office representative for more information.

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of 300 tons De Icing Salt from Kansas Salt for \$25,200

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - This product must be order months in advance in order to insure it is delivered by the time that we need it.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-761600 Chemicals

FY202X Budgeted Amount:	\$42,000
FY202X Expenditures to Date (05/06/24):	(\$ 0.00)
FY202X Available:	\$42,000

FY202X Requested Amount:	\$25,200
--------------------------	----------

Department Comments and Recommendation:

This is for the purchase of salt for deicing our roadways. An invitation for bid for this product went out in late March. Bids were opened on April 25th. The City received 6 bids. The low bidder is Kansas Salt at a cost of \$84.00 per ton. I did check their references and found no problems. The city intends to purchase 300 tons at a total cost of \$25,200. The budget for this purchase is \$42,000.

There is one bidder who was disqualified for turning in an incomplete bid.

The De-Icing Salt Bid is a cooperative bid administered by me on behalf of the City of

Osage Beach for multiple Lake Area Governmental Entities.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Bid Opening
De-Icing Salt = April 25, 2024 at 11am

The following bids were opened by City Clerk Tara Berreth

Entity	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
		Blackstrap Inc		Archie Supply		Central Salt		Kansas Salt		Compass Minerals America Inc		Hutchinson Salt Co.	
Osage Beach	300	\$145.00	\$43,500.00	\$174.08	\$52,222.50	\$85.16	\$25,548.00	\$84.00	\$25,200.00	\$118.79	\$35,637.00	\$34.00	\$76.90
Eldon	500	\$145.00	\$72,500.00	\$174.08	\$87,037.50	\$83.35	\$41,675.00	\$84.00	\$42,000.00	\$118.79	\$59,395.00	\$34.00	\$78.40
Camden Count R&B	800	\$145.00	\$116,000.00	\$174.08	\$139,260.00	\$81.45	\$65,160.00	\$84.00	\$67,200.00	\$118.79	\$95,032.00	\$34.00	\$74.40
Kaiser	24	\$145.00	\$3,480.00	\$174.08	\$4,177.80	\$84.98	\$2,039.52	\$84.00	\$2,016.00	\$118.79	\$2,850.96	\$34.00	\$76.40
Lake Ozark	175	\$145.00	\$25,375.00	\$174.08	\$30,463.13	\$83.25	\$14,568.75	\$84.00	\$14,700.00	\$118.79	\$20,788.25	\$34.00	\$77.80

Incomplete bid
not valid

City of Osage Beach
IFB BID FORM
De-Icing Salt

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: Kansas Salt
Company Name
DATE SUBMITTED: 4/18/24

Specifications, including warranty details – (attach additional sheets, brochure, and/or pictures (optional) for additional clarification):

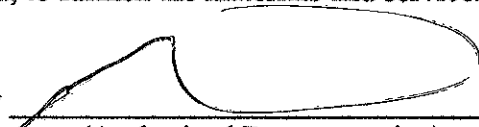
Item	Quantity	Location	Unit Price	Total
De-Icing Salt (Per Ton)	300	City of Osage Beach 5757 Chapel Dr. Osage Beach Mo, 65065	\$84	\$25,200
	500	City of Eldon 1000 Y Highway Eldon Mo, 65026	\$84	\$42,000
	800	Camden County R&B 172 VFW Camdenton, MO 65020	\$84	\$67,200
	24	Kaiser Special 198 Blue Ridge Kaiser, MO 65047	\$84	\$2,016
	175	City of Lake Ozark 1253 School Road Lake Ozark, MO 65049	\$84	\$14,700

Description of bidder's recent experience in providing the materials and services detailed in this IFB, references and/or any additional information relative in the ability to supply and/or perform stated materials and/or services – (attach additional sheet(s) if necessary):

- We supply several cities and counties throughout the states of MO-KS-AR. We have the capacity to deliver up to 30 loads per day.

Pursuant to and in accordance with the above stated IFB, the undersigned hereby declares that they have examined the IFB documents and specifications for the De-Icing Salt IFB. The undersigned proposes and agrees, if their bid is accepted, to furnish the materials and services described in the IFB documents.

Company Kansas Salt

By 

(Authorized Representative)

Address Po Box 333

Ryan Bauer, partner
(Print or type name and title)

Louisburg KS 66053

Phone 913-730-7258

Email ryan@kansassalt.com

FAX na

Date 4/18/24



**City of Osage Beach
INVITATION FOR BID**

Title: 2024 De-Icing Salt

Date Issued: April 4, 2024

Due Date and Time: April 25, 2024 11:00 AM

Return To: City of Osage Beach
Office of the City Clerk
1000 City Parkway
Osage Beach, MO 65065

This is an invitation to submit bids to furnish the materials and/or services described herein. Please submit prices/fees net of all discounts. Bids shall be submitted before the due date and time in a sealed envelope with the IFB title clearly marked on the front. In the event it should be necessary to revise the IFB, notice will be given in writing to all businesses/individuals who received the original IFB.

SEALED INVITATION FOR BIDS MUST BE PHYSICALLY RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE DUE DATE AND TIME.

Overview:

Invitation for Bids (IFB) – De-icing Salt is a request to invite bidders to submit a bid for the purchase of a de-icing salt.

Details:

1. STM Standard 632 Deicing Salt.
2. Delivery trucks must have end dump beds. Belly dumps will be returned.
2. All material shall be delivered by August 15, 2024.
3. Provide a separate replenishing price for additional salt on a as needed basis to be honored for requests made through March 15, 2025. Minimum 50 tons order requirement.

All prices shall be FOB to each governmental entity.

All bids shall be submitted on the accompanying bid form.

Qualifications:

The intent of this IFB is to select a qualified business to furnish the materials and/or services described herein. Businesses shall include in their bid documents a description of its track record in performing services specified in this IFB and any other information relevant to making a determination as to the ability to perform these materials and/or services.

Terms and Conditions:

Business/Individual shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of Osage Beach and the State of Missouri.

Business/Individual shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Osage Beach or the State of Missouri. The City reserves the right to waive any variances from the original IFB in cases where the variances are considered to be in the best interest of the City.

The Business/Individual shall indemnify, save, and hold harmless the City of Osage Beach, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the operator or its employees, agents, subcontractors, or assignees pursuant to the terms of the agreement resulting from this IFB.

Proposal Submission:

Proposal packets to include:

- IFB Form (enclosed)
- Any additions to IFB Form regarding specifications
- Bid Form
-

Bids may be mailed, or hand delivered. All bids must be received by the Office of the City Clerk, City of Osage Beach, 1000 City Parkway, Osage Beach, MO, 65065, prior to time and date stated up above. Bids must be clearly marked **2024 De-Icing Salt** on the outside of the bid packet. Bids are NOT accepted by fax or email.

For Additional Information or Clarification, Contact:

- Rob Long
Transportation Foreman
5757 Chapel Drive
Osage Beach, MO 65065
573-302-2020 Ext 2007
- Mike Welty
Assistant City Administrator
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Ext 1011

Award Details:

Bids will be evaluated by City Management. If no decision can be reached, the Management Staff may ask for additional information. All bidders submitting a response to this IFB will be notified of the outcome.

The City of Osage Beach, Missouri reserves the right to reject any or all bids received in response to this IFB, or to cancel this IFB if it is in the best interest of the City to do so. Failure to furnish all information or to follow the bid format requested in this IFB may disqualify the bid submitted. Any exception to the details listed in this IFB must be identified in the bid documents.

All bids become the property of the City of Osage Beach, Missouri upon receipt. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this IFB. Disqualification of a bid does not eliminate this right.

All material submitted in response to this IFB will become public record and will be subject to inspection after Notice of Award is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include justification for the request and approval by the City. Neither cost nor pricing information nor a total bid will be considered proprietary.

All other governmental agencies will be responsible for awarding their respective parts. They will be responsible for payment and all invoices shall be sent to them.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Board of Zoning Adjustments.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Zoning Adjustment - appointments per RSMo. Section 89.080;

Deadline for Action:

Yes - current terms are expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for Board consideration:
Fred Catcott/Ward III - New term expiration 6/1/2028
Alternate Larry Jones/Ward I - New term expiration 6/1/2025

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to approve the appointment of Andrew Bowman as City Engineer for the City of Osage Beach.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code 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.

Deadline for Action:

Yes - Board of Aldermen approval of the Mayor's appointment of Mr. Bowman was approved during closed session on May 2, 2024. Mr. Bowman has accepted the position and is awaiting to begin employment.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Board of Aldermen official consent of the Mayor's appointment of Mr. Bowman is necessary following the closed session decision held on May 2, 2024.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Citizens Advisory Committee

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Osage Beach Citizen Advisory Committee - appointments per City Code Chapter 111;

Deadline for Action:

Yes - current terms are expiring.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison appoints for Board consideration:
Gloria O'Keefe /Ward I - New term expiration 6/1/2027
Bob Van Hook/Ward III - New term expiration 6/1/2027

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Planning Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code regarding appointments to the Planning Commission; RSMo 89.320, City Code Section 400.020

Deadline for Action:

Yes - current terms expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison's appointments for Board consideration:

Alan Blair/Ward II - New term expiration date 6/1/2028

New appointment - Chad Carlson/Ward I - Term expiration date 6/1/2027
1189 Ash Lane, OB, MO 563-580-3226

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion by a Board member to Appoint a Board Member to the Planning Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the Planning Commission (RSMo 89.320);

Deadline for Action:

Yes - Current term expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Alderman Rucker appointment for Board consideration:
Alderman Bob O'Steen

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment by Mayor Harmison to the Tax Increment Finance (TIF) Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the TIF Commission (City Code Section 135.180)

Deadline for Action:

Yes - current term expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison appoints with Board Consideration a Board Representative to the TIF Commission

Richard Ross - New term expiration date 6/1/2028

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Board of Appeals

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Appeals - appointments per International Building Code;

Deadline for Action:

Yes - current terms are expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison's appointments for Board consideration:

Jason Muller - New term expiration 6/1/2029

Dave Krehbiel - New term expiration 6/1/2025

Terry Ross - New term expiration 6/1/2029

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment by Mayor Harmison to the Liquor Control Board

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to Liquor Control Board (City Code 60.030).

Deadline for Action:

Yes - current term expires

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison appointment for Board consideration:
Alderman Justin Hoffman - term expiring 6/1/2026

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve the appointment by Mayor Harmison to the Lake Ozark/Osage Beach Joint Sewer Board

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the OB/LO Joint Sewer Board (RSMo 250.020.1);

Deadline for Action:

Yes - current term expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison appointment for Board consideration:
Alderman Kevin Rucker - term expiring 6/1/2026

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 16, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Discussion - Special Election November 5, 2024 - Ballot question Use Tax

Requested Action:

Discussion

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Alderman Marose requested discussion of possibly participating in the November 5, 2024, Election. To place on the ballot a Use Tax Ballot question.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights, Erosion Control, Water, and Sewer (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Erosion Control, Water, and Sewer – Pending completion, Possible Public Forum/Comment Period in the upcoming month.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee Survey
 - Employee 360 Feedback Process
 - Pending launch; upcoming.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.