

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

July 2, 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

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 June 20, 2024
- ▶ Bills List - July 2, 2024
- ▶ Liquor License Renewal - Mama Cita's Mexican Cantina - 939 Chef St

UNFINISHED BUSINESS

- A. Bill 24-38 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Article IV, Section 705.300 Rates and Charges. *Second Reading*
- B. Bill 24-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System, Section 710.470 Rate Schedule. *Second Reading*
- C. Bill 24-40 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Gary L. Smith ESQ. for a Municipal Division Judge. *Second Reading*
- D. Bill 24-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with CoMo Premium Exteriors for repairs to hangers at the Grand Glaize Airport for an amount not to exceed \$54,162.58. *Second Reading*

NEW BUSINESS

- A. Presentation - City's FY2023 Annual Comprehensive Financial Report (Audit) Hood and Associates CPA, PC - Michael Keenan CPA
- B. Bill 24-43 - An ordinance of the City of Osage Beach, Missouri, amending Section 115.110 Vacancies - Interim Appointed Officials; Section 115.185 Temporary Absence Acting City Administrator. *First Reading*
- C. Bill 24-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Meyer Electric Co. for the Walker Cay Liftstation Project for an amount not to exceed \$156,477.00. *First Reading*
- D. Bill 24-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with 1st Choice Septic Plumbing LLC for the Elbow Cay Sewer Main Relocation Project for an amount not to exceed \$118,000.49 *First Reading*
- E. Bill 24-46 - An ordinance of the City of Osage Beach, Missouri, amending Section II Water System, Section III Sewerage System, Section IV Storm Drainage, Section V Roads, Streets and Parking Areas, Section VI Road Cut, Utility Trench & Excavation Permit to the Osage Beach Design

Guidelines. *First Reading*

- F. Bill 24-47 - An ordinance of the City of Osage Beach, Missouri, amending section 705.250 Meter Installation and Maintenance, section 705.310 Water Fee, and section 710.190 Connection Costs and Liabilities of the Osage Beach City Ordinances to match changes made to the Osage Beach Design Guidelines. *First Reading*
- G. Motion to the purchase of a new Freightliner 108SD Plus tandem axle dump truck, salt spreader, plow, and accessories from Premier Truck Group for a price not to exceed \$219,035, disapproving and replacing all previously approved motions for said budgeted item.
- H. Motion to proceed with the purchase of 35 Sulzer sewer pumps from Municipal Equipment Company for a price not to exceed \$140,883.75 + shipping.
- I. Motion to approve the appointment of Devin M. Lake as City Administ
- J. Motion to approve the appointment of Ms. Devin M Lake as City Administrator for the City of Osage Beach, pending Ms. Lake's formal acceptance of the appointment.

STAFF COMMUNICATIONS

- A. Department Update List - July 2, 2024

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. 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.

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
June 20, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, June 20, 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 Celeste Barela and Alderman Bob O'Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present Assistant City Administrator Mike Welty, Police Chief Todd Davis, City Attorney Cole Bradbury, Building Official Ron White, City Planner Cary Patterson, Public Works Operations Manager Zak Wilbur, and Communication Specialist Matt Markivee, City Engineer Drew Bowman, Airport Manager Ty Dinsdale, City Treasurer Karri Bell.

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 Rucker. Motion passes unanimously with a voice vote.

UNFINISHED BUSINESS

Bill 24-35 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Capital Paving and Construction for the Osage Beach Parkway Extension Project for an amount not to exceed \$498,284.30. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 24-35. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-35 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman Rucker, Alderman Barela and Alderman O'Steen" Bill 24-35 was passed and approved as Ordinance 24-35.

Bill 24-36 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to acquire certain property under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village, LLC. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-36. This motion was seconded by Alderman Barela. A roll call was taken to approve the second and final reading of Bill 24-36 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman Rucker, Alderman Barela and Alderman O'Steen" Bill 24-36 was passed and approved as Ordinance 24-36.

NEW BUSINESS

Public Hearing - Proposed Water and Sewer User Rate Schedule Changes

Angelika McDonald – 1457 Dogwood Lane

Maggie Schaffle – Quail's Nest

Concerned about increase and water lawns.

Elderly citizens living on set incomes.

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

Bill 24-38 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Article IV, Section 705.300 Rates and Charges. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-38. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Bill 24-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System, Section 710.470 Rate Schedule. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 24-39. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Motion to appoint Gary Smith as Municipal Judge for the City of Osage Beach

Alderman Rucker made a motion to appoint Gary Smith as Municipal Judge for the City of Osage Beach. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

Bill 24-40 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Gary L. Smith ESQ. for a Municipal Division Judge. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-40. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Discussion - Osage Beach Road Improvements and Designs

Dave Christensen from Cochran Engineering gave a presentation on Osage Beach Road Improvements Bid Packet and Designs.

After a lengthy discussion Cochran Engineering got the direction, they needed to proceed with the current contract with Logan Excavating LLC to move forward with Osage Beach Road Improvements.

Bill 24-41 - An ordinance of the City of Osage Beach, Missouri, repealing Ordinance 24.34 Contract with Logan Excavating LLC. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-39. This motion was seconded by Alderman . Motion passes unanimously with voice vote. *Motion dies for lack of second.*

Bill 24-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with CoMo Premium Exteriors for repairs to hanger 14 and Grand Glaize Airport for an amount not to exceed \$54,162.58. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 24-39. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote.

Motion to approve the purchase of a new HiPower mobile generator from Aesthetix Electric for an amount not to exceed \$122,370.00.

Alderman Rucker made a motion to approve the purchase of a new HiPower mobile generator from Aesthetix Electric for an amount not to exceed \$122,370.00. This motion was seconded by Alderman O'Steen. Mayor Harrison asked for a roll call vote. Alderman Hoffman – No, Alderman Barela – No, Alderman Rucker – Yes, Alderman Ross – No, Alderman Marose – No, Alderman O'Steen – Yes. Motion fails 4 NO's to 2 YES's.

Motion to approve the purchase and installation of various transfer switches from Aesthetix Electric for an amount not to exceed \$43,281.00.

Alderman Marose made a motion to approve the purchase and installation of various transfer switches from Aesthetix Electric for an amount not to exceed \$43,281.00. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Discussion - Veterans Memorial

Assistant City Administrator Mike Welty explained that he, the engineers and the Elks Lodge have come up with an alternate design for the Veterans Memorial. This design will be more in line with the budget set by the Board. After discussion the Board gave ACA Welty the okay to proceed with putting together a new bid.

STAFF COMMUNICATIONS

City Clerk Berreth – Reminded the Board that the next BOA meeting will be Tuesday, July 2, 2024 at 5:30pm.

Public Works Operations Manager Wilber – Sands has been completed with the final walk thru begin completed.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Challenges staff to become knowledgeable about the Oasis project. The public will start to call ask questions. And would like to have staff have the correct and accurate information to relay to the public.

Alderman Marose – June 28th is the last day for Senior Citizens to freeze their property taxes with the County. This process must be completed every year.

Alderman Ross – Sycamore Creek is up and running again.

EXECUTIVE SESSION

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

No announcements were made following the closed session.

Alderman Rucker 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 8:10pm. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:10pm. 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 June 20, 2024, and approved July 2, 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
July 2, 2024**

Bills Paid Prior to Board Meeting	\$	220,100.88
Payroll Paid Prior to Board Meeting	\$	174,635.03
SRF Transfer Prior to Board Meeting	\$	37,362.56
TIF Transfers	\$	84,737.61
Bills Pending Board Approval	\$	272,021.12
Total Expenses	\$	788,857.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,486.00
			Fed WH	11,483.73
		INTERNAL REVENUE SERVICE	FICA	9,605.15
			Medicare	2,246.38
		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 &	4,997.71
			Retirement 457	2,384.60
			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	327.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	81.00
		LAKE OZARK MUNICIPAL COURT	OTHER AGENCY CASH BOND	700.00
		OPTUM BANK INC	HSA Contribution	338.33
			HSA Family/Dep. Contributi	2,388.07
		ONE TIME VENDOR	241124	3.60
			241149	144.55
			OTHER AGENCY CASH BOND	<u>174.00</u>
			TOTAL:	42,100.54
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	319.82
			Medicare	74.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	133.75
			Retirement 401	<u>267.50</u>
			TOTAL:	795.87
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	846.60
			Medicare	198.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	335.16
			Retirement 401	837.37
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,367.13
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	207.53
			Medicare	48.53
		LAKE SUN LEADER 81525 & 1586450	YEARLY SUBSCRIPTION	70.00
			Retirement 401%	105.28
		MISSIONSQUARE RETIREMENT	Retirement 401	210.56
			HSA Family/Dep. Contributi	<u>112.50</u>
		OPTUM BANK INC		
			TOTAL:	754.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	664.64
			Medicare	155.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	329.76
			Retirement 401	659.52
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>187.50</u>
			TOTAL:	2,015.61
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	105.58
			Medicare	24.69
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.99
			Retirement 401	105.98
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	364.24
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	379.60
			Medicare	88.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401	373.32
		ELAN CORPORATE PAYMENT SYSTEMS	2024 MMAA SUMMER CONF-BRAD	200.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,303.36
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	603.42
			Medicare	141.13
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.97
			Retirement 401	610.88
		WEX INC	BLDG DEPT FUEL	277.19
			BLDG DEPT CAR WASHES	15.38
		ELAN CORPORATE PAYMENT SYSTEMS	NATIONAL FIRE SPRINKLER AS	700.00
			ICLOUD STORAGE	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	2,910.96
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 5/13-6/12/24	60.95
			CITY HALL SVC 5/13-6/12/24	4,125.41
		INTERNAL REVENUE SERVICE	FICA	67.36
			Medicare	15.75
		LOWE'S	RPLCMNT MICROWAVE-AMBULANC	189.05
			MOUSE GLUE TRAP	4.73
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	275.00
		ELAN CORPORATE PAYMENT SYSTEMS	CARPET CLEANING	2,410.00
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	10,509.10
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	667.80
			Medicare	156.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.22
			Retirement 401	575.14
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 6/1-6/30/24	102.50
			PROPANE EXCHANGE-PARK GRIL	39.96
		LOWE'S	TWIST DRILL BIT	12.33
			TRASH BAGS,PRIMER,GLOVES,S	143.59
		WEX INC	TRASH BAGS,TP,GROUNDING TR	83.50
			TP, CLEANERS, HAND SANITIZ	69.33
		WEX INC	PARK DEPT FUEL	557.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	LWR DIAMOND LTS 5/6-6/5/24	13.81
			HATCHERY RD SIGN 5/13-6/12	59.55
			CP MAINT BLDG 5/13-6/12/24	26.28
			CP #2 DISPLAY C 5/13-6/12/	12.16
			CP SOCCER FIELDS 5/13-6/12	23.07
			CP #2 DISPLAY D 5/13-6/12/	12.16
			CP BALL FIELDS 5/13-6/12/2	1,464.15
			CP #2 DISPLAY B 5/13-6/12/	13.36
			CP #2 DISPLAY A 5/13-6/12/	13.49
			HWY 42 BALLPARK LTS 5/6-6/	15.45
			CP #2 IRRIG PUMP 5/13-6/12	12.16
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	300.00
		ELAN CORPORATE PAYMENT SYSTEMS	STEWART SIGNS	74.96
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	4,818.96
Human Resources	General Fund	CITY OF OSAGE BEACH	EMPLOYEE OF QTR 1 GIFT CAR	259.90
		INTERNAL REVENUE SERVICE	FICA	303.86
			Medicare	71.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	150.37
			Retirement 401	300.74
		ELAN CORPORATE PAYMENT SYSTEMS	EMPLOYEE OF QTR SIGNS	64.92
		OPTUM BANK INC	HSA Contribution	56.25
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,282.11
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	<u>77.00</u>
			TOTAL:	77.00
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,995.27
			Medicare	934.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,795.34
			Retirement 401	3,975.78
		SCHWENN, DAVID MATTHEW	MEALS CRCC CONF- M. SCHWEN	105.00
		WEX INC	POLICE DEPT FUEL	5,970.27
			POLICE DEPT CAR WASHES	52.87
		ELAN CORPORATE PAYMENT SYSTEMS	CSI CONF LDGNG- S. OWENS	363.66
			2024 MAPE CONF-J WINCHESTE	100.00
			FBI NATIONAL ACADEMY-T. DA	715.00
			KWIK KAR WASH	32.00
			IDI PERSON SEARCH	158.00
			DRUG TESTS	98.00
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,050.00
		ZEISET, KENDRA	REIMB CPR TRAINING/CARDS	<u>50.00</u>
			TOTAL:	19,658.07
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 5/23/24	988.71
		INTERNAL REVENUE SERVICE	FICA	891.99
			Medicare	208.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	271.96
			Retirement 401	771.78
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	40.42
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	3,360.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
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	330.61		
			Medicare	77.32		
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.48		
			Retirement 401	326.51		
		ELAN CORPORATE PAYMENT SYSTEMS	ANNUAL PICMONKEY SUBSCRIPT	120.00		
			ANNUAL CANVA SUBSCRIPTION	119.40		
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>		
			TOTAL:	1,156.32		
		NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	404.46
					INTERNAL REVENUE SERVICE	Fed WH
MISSIONSQUARE RETIREMENT	FICA			866.13		
	Medicare			202.57		
	Retirment 457 &			509.66		
	Retirement 457			34.00		
OPTUM BANK INC	HSA Contribution			52.15		
	HSA Family/Dep. Contributi			<u>64.00</u>		
TOTAL:	2,921.35					
Transportation	Transportation			INTERNAL REVENUE SERVICE	FICA	866.13
					Medicare	202.56
				MISSIONSQUARE RETIREMENT	Retirement 401%	275.93
		Retirement 401	741.45			
		LOWE'S	ELECTRICAL BOX & CONNECTOR	102.20		
			LOCATOR FLAGS	13.20		
			DRYWALL MUD & SANDING BLOC	8.85		
			TRANS DEPT FUEL	2,962.10		
		WEX INC	1129 INDUSTRIAL 5/13-6/12/	19.96		
			KK DR PALISADES LTG 5/1-5/	97.77		
			680 PASSOVER LTS 5/13-6/12	15.93		
			MAIN SALT BLDG 5/7-6/6/24	12.16		
		AMEREN MISSOURI	MAIN SALT BLDG 5/9-6/6/24	12.16		
			ST LTG SVC 5/1-6/1/24	4,277.38		
			ST LTG SVC 5/1-6/1/24	4,298.80		
			CUST OWNED LTG 5/1-6/1/24	336.93		
		LONG IV, ROBERT W	NICHOLS VIEW LTG 5/1-6/1/2	153.11		
			MILEAGE REIMB 6/15/24	15.00		
			GFL ENVIRONMENTAL	TRANS TRASH SERVICE	91.67	
			OPTUM BANK INC	HSA Contribution	49.64	
		HSA Family/Dep. Contributi		250.50		
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07		
		OPENGOV, INC.	CARTEGRAPH	<u>13,328.37</u>		
		TOTAL:	28,727.87			
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,143.34		
			State Withholding	484.39		
		INTERNAL REVENUE SERVICE	Fed WH	1,420.12		
			FICA	911.27		
			Medicare	213.11		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirment 457 &	717.47
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	123.21
			HSA Family/Dep. Contributi	<u>83.00</u>
			TOTAL:	8,128.91
Water	Water Fund	USABUEBOOK	CRIP TOOL HANDLES	26.36
		INTERNAL REVENUE SERVICE	FICA	911.26
			Medicare	213.11
		MISSIONSQUARE RETIREMENT	Retirement 401%	449.52
			Retirement 401	899.04
		LOWE'S	MEASURING WHEEL	66.48
			DRILL BITS	27.42
			LOCATOR FLAGS	13.20
			PLIERS,WRENCHES,PVC CUTTER	352.16
			PARTS FOR BLUFF TOWER REPA	56.45
			DRYWALL MUD & SANDING BLOC	8.85
			CONCRETE FOR VALVE BOXES	100.97
		WEX INC	WATER DEPT FUEL	1,033.57
		AMEREN MISSOURI	LK RD 54-29 WELL 5/13-6/12	429.13
			BLUFF RD TOWER 5/7-6/6/24	2,819.15
			COLLEGE WELL 5/6-6/5/24	1,157.65
			COLUMBIA CLG WELL 5/13-6/1	3,197.42
			COLUMBIA TWR POLE 5/13-6/1	58.22
		DEVORE, CALEB	MILEAGE REIMB 6/9/24	29.48
		STOUFER, TOMMIE L	MILEAGE REIMB 6/1-6/7/24	83.75
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	91.67
		OPTUM BANK INC	HSA Contribution	125.71
			HSA Family/Dep. Contributi	174.75
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
		OPENGOV, INC.	CARTEGRAPH	<u>13,328.38</u>
			TOTAL:	26,249.77
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	611.15
		INTERNAL REVENUE SERVICE	Fed WH	1,705.01
			FICA	1,354.84
			Medicare	316.87
		MISSIONSQUARE RETIREMENT	Retirment 457 &	643.08
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	62.14
			HSA Family/Dep. Contributi	<u>290.50</u>
			TOTAL:	5,316.59
Sewer	Sewer Fund	USABUEBOOK	CLAW GRABBER	402.80
		INTERNAL REVENUE SERVICE	FICA	1,354.85
			Medicare	316.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	432.24
			Retirement 401	1,343.94
		LOWE'S	SAFETY GLASSES,TORCH KIT,P	54.04
			CORE DRILL BOLTS	21.81
			HEX NUTS- LAKE OZARK HOTEL	5.16
			TOGGLES- STATION REPLUMB	17.88
			SAWZALL BLADES	64.54
			LOCATOR FLAGS	13.20
			DRYWALL MUD & SANDING BLOC	8.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOOL BOX	280.25
		WEX INC	SEWER DEPT FUEL	3,054.28
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	91.67
		ELAN CORPORATE PAYMENT SYSTEMS	RETURN ODOR CONTROL MAT	499.90-
			SHIPPING SOFT STARTS- RADW	29.35
			SHIPPING TO RADWELL	101.90
		OPTUM BANK INC	HSA Contribution	124.65
			HSA Family/Dep. Contributi	399.75
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08
		BRISON, TODD	MILEAGE REIMB 6/5/24	54.94
		OPENGOV, INC.	CARTEGRAPH	13,328.38
		WILLOW RIDGE ASPHALT, LLC	PRKNG LOT REPAIR- SWR MAIN	<u>10,950.00</u>
			TOTAL:	32,547.55
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	443.00
		INTERNAL REVENUE SERVICE	Fed WH	1,301.60
			FICA	1,174.15
			Medicare	274.59
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirment 457 &	241.96
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	50.00
			HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR	AMB OVERPAYMENT	216.33
			AMB OVERPAYMENT	119.38
			AMB OVERPAYMENT	<u>629.60</u>
			TOTAL:	5,133.99
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,174.15
			Medicare	274.59
		MISSIONSQUARE RETIREMENT	Retirement 401%	241.96
			Retirement 401	896.20
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	40.42
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAY AMBULANCE REIMBURSEMEN	2,062.31
		WEX INC	AMB FUEL	770.36
		ELAN CORPORATE PAYMENT SYSTEMS	2024 MO EMS CONF-A. JOHN SO	425.00
			2024 MO EMS CONF- T. RUDAT	425.00
			2024 MO EMS CONF- D. PENRO	425.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
		ZEISET, KENDRA	REIMB CPR TRAINING/CARDS	<u>20.00</u>
			TOTAL:	7,017.49
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	2,877.48
			State Withholding	252.20
		INTERNAL REVENUE SERVICE	Fed WH	492.06
			FICA	493.46
			Medicare	115.41
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.52
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	20.00
			HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	4,492.67
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 5/7-6/6/24	12.16
			KAISER TRMNL BLDG 5/7-6/6/	285.62
			LCF HANGAR 2 5/7-6/6/24	23.60
			LCF NEW AP HANGAR 5/7-6/6/	44.51
		INTERNAL REVENUE SERVICE	FICA	493.46
			Medicare	115.41
		MISSIONSQUARE RETIREMENT	Retirement 401%	87.55
			Retirement 401	460.81
		LOWE'S	PLUNGER	1.87
			PAPER KEY TAGS	9.48
		WEX INC	LCF FUEL	136.11
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	155.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
		WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	<u>851.93</u>
			TOTAL:	2,947.51
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	98.93
			State Withholding	77.80
		INTERNAL REVENUE SERVICE	Fed WH	312.22
			FICA	287.88
			Medicare	67.32
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.49
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	973.64
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	287.88
			Medicare	67.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.18
			Retirement 401	264.26
		WEX INC	GG FUEL	160.15
		GFL ENVIRONMENTAL	GG TRASH SERVICE	126.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	<u>434.00</u>
			TOTAL:	1,498.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			94,144.76
20	Transportation			31,649.22
30	Water Fund			34,378.68
35	Sewer Fund			37,864.14
40	Ambulance Fund			12,151.48
45	Lee C. Fine Airport Fund			7,440.18
47	Grand Glaize Airport Fund			2,472.42

	GRAND TOTAL:			220,100.88

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	POST-IT NOTES	8.22
			STAPLES,FLDRS,LAMINATING T	25.53
			STAPLE REMOVER	3.64
			REFUND LAMINATING TAGS	5.09-
			DRY ERASE SHEETS	<u>18.28</u>
			TOTAL:	50.58
City Clerk	General Fund	MO VOCATIONAL ENTERPRISES	TAXI TAGS	176.00
		KC DECORATIVE SEAL	CITY OF OB GOLD SEALS	<u>210.00</u>
		TOTAL:	386.00	
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	CALCULATOR,STICKY NOTES,DU	<u>25.11</u>
			TOTAL:	25.11
Building Inspection	General Fund	AMAZON CAPITAL SERVICES INC	RUNNING BOARDS	<u>537.30</u>
			TOTAL:	537.30
Building Maintenance	General Fund	CINTAS CORPORATION	CH FLOOR MATS	113.18
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS & BATHROOM TO	97.80
			TRASH BAGS & BATHROOM TOWE	109.80
		GEO SERVICES LLC	HVAC MAINTENANCE	1,345.28
		ALLRISE ELEVATOR COMPANY	3RD QTR 2024 ELEVATOR SVC	543.99
		NICK'S TRUE VALUE HARDWARE	WEED KILLER	18.99
			MOUNTING TAPE	14.99
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
		TOTAL:	2,349.03	
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	FIELD MAINTENANCE SUPPLIES	2,541.80
		FOUR SEASONS PLUMBING, LLC	CITY PRK IRRIG PUMP RPLCMN	9,318.66
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- P ARNALL	57.08
		AMAZON CAPITAL SERVICES INC	STATION IRRIGATION CONTROL	1,192.32
			LIQUID HAND SOAP	222.72
			SFTY GEAR & RUBBER BASE PL	320.49
		COCHRAN ENGINEERING	PEANICK PRK IMPROV LOR24-3	11,400.00
		SMITH PAPER & JANITOR SUPPLY CO INC	TOILET PAPER	<u>240.48</u>
		TOTAL:	25,293.55	
Human Resources	General Fund	CAMDEN COUNTY HEALTH DEPARTMENT	HEP VACCINATIONS	<u>120.00</u>
			TOTAL:	120.00
Overhead	General Fund	HOOD & ASSOCIATES CPAS PC	2023 AUDIT BILLING #3	5,000.00
		MARCO	CH COPIER LEASE 4/26-5/25/	<u>363.16</u>
		TOTAL:	5,363.16	
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 21	727.32
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 24	90.00
		GT DISTRIBUTORS INC	RIFLE SIGHTS	3,150.00
		STAPLES BUSINESS ADVANTAGE	FLASH DRIVES,BATTERIES,FOL	203.16
		ARROWHEAD SCIENTIFIC INC	EVIDENCE TAPE & GOGGLES	225.17
		SHERLOCK HOME INSPECTIONS LLC	PEST CONTROL- DOG KENNELS	100.00
		MARCO	PD COPIER LEASE 4/26-5/25/	<u>183.00</u>
		TOTAL:	4,678.65	
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 11/25-12/29/	6,094.50
			LAKEPORT PLAN 4/27-5/24/24	<u>7,438.25</u>
			TOTAL:	13,532.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Economic Development	General Fund	AMAZON CAPITAL SERVICES INC	4TH OF JULY DECOR- PARKS	304.08
			TOTAL:	304.08
Transportation	Transportation	CAPITAL MATERIALS LLC	ASPHALT MIX FOR PATCH WORK	1,224.09
		ADVANCED TURF SOLUTIONS INC	WEED KILLER- ALL CITY STRE	501.00
		RP LUMBER INC	CEMENT- CONCRETE JOB ON PK	21.99
		MOTOR HUT INC	PARTS FOR ZERO TURN MOWER	15.35
			BLADES- ZERO TURN MOWER	91.59
			TIRE REP-GRASS HOPPER MOWE	53.19
		O'REILLY AUTOMOTIVE STORES INC	MEGA CRIMP & HYD HOSE-BACK	72.08
		CORE & MAIN LP	PVC PIPE- SHOP LOT	165.00
		MAGRUDER LIMESTONE CO INC	2" CLEAN	84.74
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	257.16
			TRANS DEPT FLOOR MATS	14.12
		PARKWAY PLAZA TIRE	TIRES- TRK 69	962.00
		AMAZON CAPITAL SERVICES INC	GAS CAN NOZZLE REPLACEMENT	34.17
			PLATES,TRASH BAGS,PAPER TO	52.13
			PAPER TOWELS	11.65
			FILE FOLDERS	10.50
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 5/10-6/10/2	478.38
		NICK'S TRUE VALUE HARDWARE	NOZZLE FOR WATER HOSE	13.99
		MARCO	PW COPIER LEASE 4/26-5/25/	60.71
			TOTAL:	4,123.84
Water	Water Fund	CORE & MAIN LP	HYDRANT EXTENSIONS	2,874.00
			HYDRANT EXTENSIONS	2,874.00
			HYDRANT EXTENSIONS	2,874.00
			HYDRANT EXTENSIONS	2,874.00
			PVC ADAPTERS	40.08
		SOUTHWEST STONE SUPPLY INC	WEED BARRIER	193.93
			WEED BARRIER FOR YARDS	193.93
		CINTAS CORPORATION	WATER DEPT UNIFORMS	232.84
			WATER DEPT FLOOR MATS	14.11
		AMAZON CAPITAL SERVICES INC	PLATES,TRASH BAGS,PAPER TO	52.13
			PAPER TOWELS	11.65
			FILE FOLDERS	10.49
		GFI DIGITAL	UB PRNTR MAINT 6/11-7/10/2	11.34
		MARCO	PW COPIER LEASE 4/26-5/25/	60.71
			TOTAL:	12,317.21
Sewer	Sewer Fund	MUNICIPAL EQUIPMENT CO	STOCK PUMPS	124,427.15
			RELAYS- LIFT STATION 30-1	185.60
		CONSOLIDATED ELECTRICAL DISTR, INC	PANEL POSTS	716.00
			SMALL CONTROL SCREWDRIVERS	89.70
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MAY MONTHLY FLOWS	42,334.74
		BUTLER SUPPLY CO	FITTING- CONDUIT REPAIR	50.12
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	315.07
			SEWER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	PLATES,TRASH BAGS,PAPER TO	52.13
			PAPER TOWELS	11.65
			FILE FOLDERS	10.50
		COCHRAN ENGINEERING	ROCKWAY L/S STORAGE LOR24-	6,600.00
		REEVES-WIEDEMAN COMPANY	STAINLESS STEEL PARTS	21.60
			PARTS- CONDUIT REPLACEMENT	385.48
		GFI DIGITAL	UB PRNTR MAINT 6/11-7/10/2	11.34
		MARCO	PW COPIER LEASE 4/26-5/25/	60.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TOTAL TOOL SUPPLY INC	PIPE EXTRACTOR	62.65
		HARBOR FREIGHT TOOLS USA INC	WRENCHES	97.38
			DOLLY	<u>108.21</u>
			TOTAL:	175,554.16
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	BUG & TAR REMOVER- M10	8.99
		QUADMED INC	MEDICAL SUPPLIES	<u>199.50</u>
			TOTAL:	208.49
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	92 GALS LCF UNLEADED GAS	320.23
		NAEGLER OIL CO	7,522 GAL LCF JET FUEL	21,642.01
			LCF EQUIP CHRG & SATELLITE	60.00
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	68.97
			BATTERY	148.64
		GRAND COLLISION CENTER	VEHICLE REP-LCF INCIDENT C	<u>1,269.98</u>
			TOTAL:	23,509.83
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	1,189 GAL GG JET FUEL	3,420.95
			GG EQUIP CHRG & SATELLITE	60.00
		O'REILLY AUTOMOTIVE STORES INC	ADHESIVE- SPRAY TANK REPAI	29.49
		AMAZON CAPITAL SERVICES INC	GG MOWER DUST COVER	18.97
			JOHN DEERE MOWER PART	<u>137.97</u>
			TOTAL:	3,667.38

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

10	General Fund	52,640.21
20	Transportation	4,123.84
30	Water Fund	12,317.21
35	Sewer Fund	175,554.16
40	Ambulance Fund	208.49
45	Lee C. Fine Airport Fund	23,509.83
47	Grand Glaize Airport Fund	3,667.38

 GRAND TOTAL: 272,021.12



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

FOR OFFICE USE ONLY

License #: _____
Received: 6/26/24
Paid : 950.00
Printed: _____

RENEWAL LIQUOR LICENSE APPLICATION

All Business Licenses Expire on May 30th.

Date: 6/23/24
Business Name: Mex 939, LLC DBA MAMA CITA'S MEXICAN CANTINA
Physical Address of Business: 939 Chef St City OSAGE BEACH State MO Zip 65065
Business Owner: Christopher Calloway Business Owner Phone#: 314-577-1036
Mailing Address: PO Box 218 City LAKE OSAGE State MO Zip 65049
Business Owner Main Phone #: _____ Business Owner 2nd Phone#: _____

**The following must be submitted before
your license will be accepted and/or
submitted to the Liquor Board.**

Office use only

- ☒ Background from Missouri Highway Patrol
- ☐ Copy of State Liquor License
- ☐ Copy of County Liquor License
- ☒ Fees - Applications due by May 1st. Late fees:
May 2 - 31 - \$100 June 1 - 30 - \$200 July 1 - 31 - \$300

Item	Fee	License Description	City Code
	375.00	Manufacturer and Distribution (not sales) Malt Liquor not more than 5% alcohol by weight	MDBWT
	150.00	Distribution of Wholesale of intoxicating liquor not more than 5% alcohol by weight	DBLQWT
	300.00	Manufacturer or Distilling of intoxicating liquors in excess of 5% alcohol by weight	MLQWT
	750.00	Distribution or Wholesale of intoxicating liquors in excess of 5% by weight	DLQWT
	75.00	Retail sales of intoxication liquors not more than 5% alcohol by weight in original package to be consumed on premises (includes Sunday Sales)	BPR
	75.00	Retail sales of intoxication liquors not more than 5% alcohol by weight in original package not to be consumed on premises (includes Sunday Sales)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	<u>750.00</u> <u>950.00</u>	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (includes Sunday Sales)	LDRK2
	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
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed on or opened on premises. (Included Sunday Sales)	LPKG2
	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
	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 (Included Sunday Sales)	BWDRK2

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Jeana Woods, City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-38 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Article IV, Section 705.300 Rates and Charges. *Second Reading*

Requested Action:

Second Reading of Bill #24-38

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-38 is in correct form.

City Administrator Comments:

The first reading was read and approved on June 20, 2024. The proposed rates are based on the presented data and discussion from the May 9, 2024 Special Board of Aldermen meeting.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 705 WATERWORKS; ARTICLE IV RATES AND CHARGES, SECTION 705.300 RATES AND CHARGES.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 705, specifically Section 705.300 Rates and Charges are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 710.470 Rate Schedule:

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

Effective May 1, 2023		
Meter Size	In-City	Out-Of-City
5/8 inch	\$22.73	\$98.00
1 inch	\$31.35	\$136.67
1 1/2 inch	\$39.94	\$175.35
2 inch	\$63.60	\$281.67
3 inch	\$237.96	\$1,064.68
4 inch	\$302.36	\$1,354.68
6 inch	\$366.90	\$1,644.68

Effective August 1, 2024

Meter Size	In-City	Out-Of-City
5/8 inch	\$26.09	\$112.50
1 inch	\$35.85	\$156.97
1 1/2 inch	\$45.73	\$201.45
2 inch	\$72.94	\$323.72
3 inch	\$273.45	\$1,224.18
4 inch	\$347.51	\$1,557.68
6 inch	\$421.73	\$1,891.18

Effective February 1, 2025

Meter Size	In-City	Out-Of-City
5/8 inch	\$28.07	\$121.39
1 inch	\$38.61	\$169.42
1 1/2 inch	\$49.28	\$217.46
2 inch	\$78.67	\$349.51
3 inch	\$295.22	\$1,322.01
4 inch	\$375.02	\$1,682.19
6 inch	\$455.36	\$2,042.37

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

Effective ~~May 1, 2023~~ August 1, 2024

Per 1,000 gallons \$1.34

Effective ~~May 1, 2023~~ February 1, 2025

Per 1,000 gallons \$1.34

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective August 1, 2024 and February 1, 2025

READ FIRST TIME: June 20, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.38 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. 24.38.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Jeana Woods, City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System, Section 710.470 Rate Schedule. *Second Reading*

Requested Action:

Second Reading of Bill #24-39

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-39 is in correct form.

City Administrator Comments:

The first reading was read and approved on June 20, 2024. The proposed rates are based on the presented data and discussion from the May 9, 2024 Special Board of Aldermen meeting.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 710 SEWERS AND SEWERAGE SYSTEMS, ARTICLE VII USER CHARGE SYSTEM, SECTION 710.470 RATE SCHEDULE.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 710, specifically Section 710.470 Rate Schedule are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 710.470 Rate Schedule:

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

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

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

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

	Effective May 1, 2023	
Meter Size	In-City	Out-Of-City
5/8 inch	\$18.20	\$39.58
1 inch	\$24.45	\$54.41
1 1/2 inch	\$30.74	\$69.25
2 inch	\$47.98	\$110.02
3 inch	\$174.98	\$410.28
4 inch	\$222.02	\$521.48
6 inch	\$269.06	\$632.71

Effective August 1, 2024			Effective February 1, 2025		
Meter Size	In-City	Out-Of-City	Meter Size	In-City	Out-Of-City
5/8 inch	\$22.97	\$50.33	5/8 inch	\$28.42	\$62.62
1 inch	\$30.97	\$69.32	1 inch	\$38.42	\$86.36
1 1/2 inch	\$39.02	\$88.31	1 1/2 inch	\$48.49	\$110.10
2 inch	\$61.09	\$140.50	2 inch	\$76.07	\$175.34
3 inch	\$223.65	\$524.83	3 inch	\$279.27	\$655.75
4 inch	\$283.86	\$667.17	4 inch	\$354.54	\$833.67
6 inch	\$344.07	\$809.54	6 inch	\$429.80	\$1,011.64

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

	Effective May 1, 2023	August 1, 2024
Per 1,000 gallons	\$2.52	\$2.90
	Effective May 1, 2023	February 1, 2025
Per 1,000 gallons	\$2.52	3.34

3. *Flat rate.* For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user's defined class(es).
- b. *Flat rate charges.* The monthly flat rate charges for both in-City and out-of-City customers are scheduled as follows:

	Effective May 1, 2023	
Class	In-City	Out-Of-City
A	\$33.34	\$52.58
B	\$211.05	\$332.85
C	\$343.40	\$541.53
D	\$738.84	\$1,165.14
E	\$1,433.15	\$2,260.09
F	\$4,001.51	\$6,310.47
G	\$5,939.55	\$9,366.76

Effective August 1, 2024			Effective February 1, 2025		
Class	In-City	Out-Of-City	Class	In-City	Out-Of-City
A	\$42.68	\$67.30	A	\$53.34	\$84.13
B	\$270.14	\$426.05	B	\$337.68	\$532.56
C	\$439.55	\$693.16	C	\$549.44	\$866.45
D	\$945.72	\$1,491.38	D	\$1,182.14	\$1,864.22
E	\$1,834.43	\$2,892.92	E	\$2,293.04	\$3,616.14
F	\$5,121.93	\$8,077.40	F	\$6,402.42	\$10,096.75
G	\$7,602.62	\$11,989.45	G	\$9,503.28	\$14,986.82

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective August 1, 2024, and February 1, 2025.

READ FIRST TIME: June 20, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.39 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. 24.39

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-40 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Gary L. Smith ESQ. for a Municipal Division Judge.
Second Reading

Requested Action:

Second Reading of Bill #24-40

Ordinance Referenced for Action:

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

Deadline for Action:

Yes, the judge's contract expires on June 30, 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Judge Gary Smith was appointed as Judge Pro-Tem in July 2019, when Judge Washburn retired, Judge Smith was appointed as Municipal Judge in 2022 with an expiration of June 30, 2024.
Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-40 is in correct form.

City Administrator Comments:

The first reading was read and approved on June 20, 2024.

BILL NO. 24.40

ORDINANCE NO. 24.40

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH GARY L. SMITH ESQ. FOR A MUNICIPAL DIVISION JUDGE.

WHEREAS, the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Service Agreement for a licensed attorney in the State of Missouri and qualified to serve as Municipal Court Judge;

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

Section 1. The Mayor is hereby authorized to execute a Municipal Division Judge Services Agreement under substantially the same terms and conditions as the attached draft, Exhibit A to this ordinance.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Twenty-Two Thousand One Hundred Eighty-Four Dollars and Sixteen Cents (\$22,184.16) per year to be paid at a rate of Nine Hundred Twenty-Four Dollars and Thirty-Four Cents (\$924.34) per court held and completed. Mr. Smith will be responsible for paying all taxes due on such compensation.

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

READ FIRST TIME: June 20, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.40 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.40.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



MUNICIPAL DIVISION JUDICIAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of July 1, 2024, by and between the City of Osage Beach ("City"), and Gary Smith ("Judge"), a professional attorney practicing in Camden County, Missouri, contingent upon approval of the Board of Alderman of the appointment of Judge as Municipal Judge for the City of Osage Beach.

WHEREAS Judge is a licensed attorney in the State of Missouri and qualified to serve as Municipal Court Judge; and

WHEREAS the City desires that Judge provide such judicial services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. **Term.** The Mayor appoints, and the Board of Aldermen confirms, Judge for a period commencing on the effective date hereof and continuing through June 30, 2026, to serve as Judge for the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Judge hereby accepts such appointment and agrees to perform the services hereinafter described all upon the terms and conditions herein stated.
2. **Scope of Services to be Provided.** Judge is hereby appointed as Municipal Court Judge and will be responsible for the following duties; all Municipal Court proceedings, supervision of the activities of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties, and the discharge of other duties of the Municipal Court Judge as required by law. In the discharge to his duties as Municipal Court Judge, Judge shall comply with all the laws of the State of Missouri and the Supreme Court Rules, specifically the Rules Governing the Missouri Bar and the Judiciary, Rule 2 - Code of Judicial Conduct.
3. **Fees.** For the services rendered pursuant to this Agreement, Judge shall submit an invoice to the City for services. Judge shall be paid Nine Hundred Twenty Four Dollars and Thirty Four Cents (\$924.34) per session contracted and will receive a Form 1099 at the end of the year. Judge shall be responsible for paying all taxes due on such compensation. In performing the services herein specified, Judge is acting as an independent contractor and shall not be considered an employee of the City.

4. **Professional Training.** Judge agrees to attend all required continuing municipal legal education training sessions and will provide documentation of said training to the City upon request.
5. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Judge will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Judge understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site.
6. **Licenses, Permits, Taxes.** Judge shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for Judge. Judge shall be responsible for paying all sales, income, property, and other taxes required to carry on his business.
7. **Appropriations.** The continuation of this Agreement 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 this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
8. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.
9. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Judge shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
10. **Laws, Ordinances, and Regulations.** Judge shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Judge, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Judge shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Judge, or the City.
11. **Ownership of Work Product.** All documents and other work product created by Judge under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
12. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City

may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

13. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
14. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
15. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein
16. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement 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 this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
17. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
18. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
20. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY:
CITY OF OSAGE BEACH, MISSOURI

JUDGE:

BY: Michael Harmison Date
ITS: Mayor

Gary Smith Date

Attest:

BY: Tara Berreth Date
ITS: City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 24-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with CoMo Premium Exteriors for repairs to hangers at the Grand Glaize Airport for an amount not to exceed \$54,162.58. *Second Reading*

Requested Action:

Second Reading of Bill #24-42

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: 47-00-774128 Airport Capital

FY202X Budgeted Amount:	\$287,500
FY202X Expenditures to Date (06/10/24):	(\$ 84,416)
FY202X Available:	\$203,084
FY202X Requested Amount:	\$54,162.58

Department Comments and Recommendation:

This project was advertised in early April and bids were opened for this project on 05/09/24. The City only received one bid for this work from CoMo Exteriors in the amount of \$54,162.36. The contractor did include tax on their bid, which has already been addressed. This project addresses needed repairs to the roof of hanger 14 and Grand Glaize airport. We have never worked with this company before, but I did check their references and found no issues.

The budget for this project is \$45,000, so it is \$9,162.58 over budget. I have made the

City Administrator aware that a budget amendment is necessary.

I do recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-42 is in correct form.

City Administrator Comments:

The first reading was read and approved on June 20, 2024.

BILL NO. 24-42

ORDINANCE NO. 24.42

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CoMo PREMIUM EXTERIORS FOR REPAIRS OF HANGERS AND GRAND GLAIZE AIRPORT FOR AN AMOUNT NOT TO EXCEED \$54,162.58.

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 CoMo Premium Exteriors., 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 Fifty-Four Thousand One Hundred Sixty-Two Dollars and Fifty-Eight Cents. (\$54,162.58)

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: June 20, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.42 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. 24.42.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and [Contractor Legal Name] (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement**.”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the City Engineer, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant’s license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement 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 this Agreement,

on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.
6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Contractor Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor's Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.

10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project; and (2) all materials and supplies purchased for the project. See R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid 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 to perform the Bid. 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.
12. **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.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
14. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, 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 Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
15. **No Indemnification by City.** Nothing in this Agreement 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).
16. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

18. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
19. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement 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 this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

[Contractor Legal Name] hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

BID OPENING

Grand Glaize Airport Hanger Metal Replacement

5/9/2024

11:00 a.m.

The following bids were opened by Tara Berreth and witnessed by Abby Moulder.

Bidder Name	Amount of Bid
COMO Premium Exteriors	\$54,162.36
	Tax 2,187.22
	\$56,349.58



CoMo Premium Exteriors
3504 Interstate 70 Dr. S.E. Columbia, MO 65201

Phone: 573-424-9008

Fax: 877-271-2123

Company Representative

Kody Anderson
Phone: (573) 999-3236
kody@comopremiumexteriors.com

Tara Berreth
City Clerk Osage Beach
947 Airport Road Hanger #14
Osage Beach, MO 65065
(573) 302-2000

Job: Tara Berreth

Roof - Metal Replacement Section

The following scope of work is for the installation of a new AG panel metal roof on Hanger #14 at the Grand Glaize Airport in Osage Beach. Everything in this estimate is based on a visual inspection of the building and no work outside the below scope has been planned.

Prior to the start of work, airport hanger to be emptied of any and all vehicles or equipment that are in the hanger and may be damaged during the construction of new roofing system. CPE will not be responsible for damage to property remaining inside hanger at the start of work. Hanger to remain empty until new metal panels are installed completely.

Remove:

Metal Panel: CPE will remove all metal roof panels and all trim associated with roof details. A magnet sweep will be performed inside and outside the building upon completion of demolition and then again at completion of job.

Insulation: CPE will remove all roof insulation at the time of demolition of roof.

Purlin: 2x purlins will be removed in sections to keep lateral structural integrity of trusses. New purlins will be installed as demolition occurs.

Install:

Purlins: CPE will install the appropriate Simpson Strong-tie Hangers in accordance to best standard practices. Purlins to start 1' down from the ridge and be spaced 30" OC. New 2x6 purlins will be installed into Strong-ties as old ones are removed in order to maintain lateral structural integrity. All fasteners to be installed in each hanger.

Insulation: CPE will install Prodex Total Insulation with closed cell polyethylene core. This product has a manufacturer and third party verified R-Value of 22. This product is insulation, vapor barrier, radiant barrier, and air barrier all in one. Seam will be heat welded per manufacturer specification.

Galvalume 3/4 Ribbed Ag Panel: CPE will install new 26ga Galvalume 3/4 ribbed Ag Panels on top of insulation and purlins and will fasten using appropriate length Corrosion Resistant screws with metal umbrella and rubber washers. Panels to have 25 year warranty from manufacturer. All foam eave stops to be installed inside and outside of airport hanger.

Trim: CPE will install matching trim at eaves, rakes and at ridge of building. Trim details will be made out of 29ga galvalume and be fastened using pop rivets or screws.

CPE will not be responsible for the replacement of gutters due to damage by the replacement of the roof. It is our recommendation that the gutters are replaced after the roof is completed.

Price Option:

Replace Gutter Run at front elevation of building.
+\$1,465.64

Remove the existing gutters and downspouts on the hanger haul off and dispose.
Install new 5" aluminum gutters, seamless with hidden fastener in color: Musket Brown

Corners to be zip corners
 Endcaps to be installed and sealed
 Downspouts to be 3"x4" and will be installed in the same location as previously existing
 No subterranean work has been planned, gutters to connect to the existing subterranean pipe if one exists or to empty on the ground
 No work has been planned to the fascia board, if rotten boards are found when the gutters are removed it will be brought to the owner's attention.
 Any additional cost or work that is needed will be documented and discussed with the owner
 No painting has been planned to the fascia board, if paint line is present after the install of the new gutters on the fascia board CPE will not be responsible for that

Initial and Date to accept additional money added to contract total.

Initial: _____ Date: _____

Upon completion CPE will conduct a final job walk with the building owner or owner's representative. A full inspection of the installation will be performed. If any issues are discovered during this inspection, CPE will create a punch list that will be completed prior to full payment of job.

- Exclusions:
- Electrical Work
 - Mechanical Work
 - Antenna Replacement

	\$54,162.36
Sub Total	\$54,162.36
	\$2,187.22
TOTAL	\$56,349.58

CoMo Premium Exteriors Warranty Policy

All work carries our unique 1 year "Clean-Up Warranty". Any work that is a full replacement of product and not merely a small section or isolated area carries a 5 year workmanship warranty in addition to the product manufacturer's warranty. Any repair work performed defined as an isolated section not representing a majority of that product, carries a 1 year workmanship warranty.

CoMo Premium Exteriors Contract Terms

THIS CONTRACT is made between the Owner and CoMo Premium Construction LLC, a Missouri limited liability company ("Contractor"), doing business as CoMo Premium Exteriors LLC, and includes all the terms and conditions as noted below.

- 1) All payment and checks should be made payable to CoMo Premium Exteriors. Any sums not paid when due shall bear interest at the rate of 9% per annum until paid.
- 2) This Estimate may be withdrawn by Contractor if not accepted within 30 days.
- 3) This Contract can be cancelled by Owner at any time prior to midnight of the third business day after the date of this Contract.
- 4) Should default be made in payment of any invoiced amount, a lien may be placed on the property. If collection of the amounts due Contractor hereunder is placed in the hands of an attorney for collection, all attorney and legal fees incurred by Contractor in enforcing this Contract and collection of the sums due hereunder will be paid by Owner.
- 5) The "Contractor" and the "Owner" agree to settle all disputes through the American Arbitration Association and **Owner waives any right to have any suit between the parties arising out of this Contract tried by a jury.**
- 6) If Owner and Contractor agree a particular component of the installation is to be excluded from this work to be performed by Contractor hereunder, Owner releases Contractor from any obligations for the performance of the component with regard to the integrity of the building system as a whole or any other problems associated with performance of such component by others
- 7) Contractor is not responsible for damage below the roof due to leaks caused by excessive wind greater than 55 M.P.H, ice, hail at any time during the construction process, or, the warranty period, but will exercise reasonable diligence regarding the timing of performing the Work.
- 8) Contractor will not be responsible for slight scratching and denting of gutters, oil droplets in driveways, hairline fractures in concrete, flowers, or minor broken branches on plants and shrubbery.
- 9) Except as expressly provided for herein, this Contract cannot be cancelled once it has been accepted and/or once the material has been delivered to Owner's jobsite without written mutual agreement of both parties.

10) If Owner breaches this Contract by terminating this Contract, except as permitted hereunder, Owner shall be in breach of this Contract and agrees to pay Contractor for all work, labor and material performed and provided by Contractor to the date of termination. In addition, if materials have to be returned due to such breach, Owner agrees to pay an additional fee of 10% for restocking of such materials.

11) All excess materials remain the property of Contractor.

12) If any provisions of this Contract should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

If applicable, Owner hereby authorizes Contractor to discuss the coverage available under Owner's insurance policy for installation to repair the damage described above, with Owner's insurance carrier. Contractor shall have the right, but not the obligation, to perform such installation for an amount equal to the sums such carrier will agree to pay for such installation plus any applicable deductible and any additional construction costs, including the amounts paid by owner's insurance carrier for such repairs for materials and supplies selected by owner that are of a higher grade and quality than those being replaced and/or for performance of work in addition to what is specified above (the "additional costs"). If Contractor exercises such right to perform such installation, Owner agrees to pay Contractor the full amount paid by such carrier for such installation plus the amount of Owner's deductible, and additional costs, if any (the "Contract Price"). Should Contractor perform such installation hereunder, then to the extent permitted by Owner's insurance policy the proceeds thereof are hereby assigned to Contractor.

Contractor shall have the right to make supplemental adjustments in the Contract Price with Owner's Insurance Company for increases in the scope of the work to effect installation, and/or, documented price increases. Owner agrees to allow these supplemental payments to be paid directly to Contractor provided however that Contractor shall be permitted to collect such supplemental payments directly from Owner.

The Contract Price does not include any extras such as carpentry repairs, or any other repairs not specified herein, and not covered by the insurance proceeds which are necessary to complete the installation process as required by local building codes and, building officials, or to satisfy Owner, and any such extra work performed by Contractor shall be billed to Owner separately.

ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS CONTRACT, OR MADE IN WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THE CONTRACT.

NOTICE TO OWNER OF RIGHTS UNDER MISSOURI LAW

Sections 436.350 to 436.365 of Missouri Revised Statutes provide you with certain rights if you have a dispute with a contractor regarding construction defects. Except for claims filed in small claims court, if you have a dispute with a contractor, you must deliver to the contractor a written claim of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. Read this notice carefully. There are strict deadlines and procedures under sections 436.350 to 436.365 which must be obeyed in order to preserve your ability to file a lawsuit. Other than repairs to work done by the contractor that are necessary to protect the life, health, or safety of persons living in a residence, or to avoid additional significant and material damage to the residence pursuant to subsection 10 of Section 436.356, you may not include in claims against your contractor the costs of other repairs you perform before you are entitled to file a lawsuit under sections 436.350 to 436.365.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Date noted below.

"Owner"

Signature: _____ Date: ____ / ____ / ____

Name (Printed): _____

"Contractor" CoMo Premium Exteriors LLC

By: Contractor Representative Signature: _____ Date: ____ / ____ / ____

Representative Name (Printed) _____

10M PLUS

TECHNICAL DATA SHEET REFLECTIVE THERMAL INSULATION PRODEX

REFLECTIVE REINFORCED FOIL + CLOSED CELL POLYETHYLENE FOAM + REFLECTIVE REINFORCED FOIL

Reflective thermal insulation that adds R value, prevents heat, moisture and air transfer.



PRODEX TOTAL 10M (REFLECTIVE FACED + POLYETHYLENE FOAM + REINFORCED REFLECTIVE FACED)		
DIMENSIONS AND TOLERANCES OF THE STANDARD PRODUCT		
THICKNESS: 0.4 ± 0.027 (in)	LENGTH: 85.3 ± 1 (ft)	WIDTH: 4 ± 0.032 (ft)
TECHNICAL CHARACTERISTICS OF THE PRODUCT		
CHARACTERISTICS	VALUE	STANDARD
FOAM CELL STRUCTURE	CLOSED	-
EFFECTIVE WIDTH	4 ft	-
AVERAGE WEIGHT	0.0632 lb/ft ²	-
THERMAL CONDUCTIVITY	0.0186 Btu/ft.h.°f	ASTM C 518
WATER VAPOR PERMEANCE	0.011 perms (impermeable)	ASTM E 96-05
FLAME INDEX	0	ASTM E 84-10
CRITICAL RADIANT FLUX	0.50 W/cm ²	ASTM E 970-10
SMOKE DEVELOPMENT	5	ASTM E 84-10
EMITANCE	0.04	ASTM C-1371-04
FUNGI RESISTANCE	NO GROWTH	ASTM C 1338
ADHESIVE PERFORMANCE	NO BLEEDING / NO DELAMINATION	ASTM C-1224
TEMPERATURE AND HUMIDITY RESISTANCE	NO CORROSION/NO DELAMINATION/NO LOSS OF METALIZATION	ASTM C-1258-08
PLIABILITY	NO CRACKING/ NO DELAMINATION	ASTM C-1224
TEMPERATURE RANGE	-4 °f / 180 °f	ASTM C-1224
TENSILE STRENGTH AT BREAK (MD)	23.8 Lbf/inch	ASTM D-638
R VALUE (Heat Flow Down)	*22 (ft ² .hr.°f/Btu)	ASTM C-236

* Installation method Purlin OC 60 in



- Tested in bays ranging between 8 to 13 ft. No issue spanning large bays.
- Do not install at soffits when the insulation can be permanently exposed to UV radiation.



PRODEX
LEADERS IN THERMAL INSULATION FOR CONSTRUCTION



Economy Metals, Inc. 20-year AZ50 Substrate Warranty

Economy Metals, Inc. warrants that steel sheets coated with hot-dipped aluminum-zinc alloy AZ50 or Galvalume® AZ50 and sold for use as painted steel roofing and siding panels, if erected in the United States, WILL NOT rupture, fail structurally or perforate within a period of twenty (20) years after shipment due to exposure to normal atmospheric corrosion.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions., including but not limited to:

- Areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
- Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
- Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
- Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty DOES NOT APPLY in the event of:

- Mechanical, chemical, or other damage sustained during shipment, storage, erection, or after erection.
- Failure to provide free drainage of water, including internal condensation from overlaps and all other surfaces of the sheets or panels.
- Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- Damage caused to the metallic coating by improper scouring or cleaning procedures.
- Deterioration to the panels caused directly or indirectly by panel contact with concrete, asphalt, gravel, dirt, mulch, or any corrosive material.
- Deterioration of the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with galvalume roofing and siding panels rests solely with the Buyer.
- A degree of bending less than 2T for sheet gauges up to 0.030 in. and degree of bending less than 4T for sheet gauges 0.031 in. and thicker.
- Slopes of roof or sections of the roof flatter than ¼:12.
- Non-uniform surface appearance, including, but not limited to, variation in color, sheen, and spangle.

This warranty shall be subject to the stipulations, limitations and conditions hereinafter set forth.

The remedy for any claims on steel roofing and siding panels shall be at the discretion of Economy Metals, Inc. and shall be limited to refinishing or replacing the defective panels.

ECONOMY METALS, INC. SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NON-CONFORMING STEEL ROOFING AND SIDING PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. ECONOMY METALS, INC.'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE STEEL ROOFING AND SIDING PANELS PROVIDED BY ECONOMY METALS, INC.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply in your state. This warranty provides specific legal rights and other rights which vary from state to state that may apply.

Economy Metals, Inc.'s liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming, rupturing, perforating, or structurally failing panels, or at Economy Metals, Inc.'s sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable buyer to fabricate replacement panels for the non-conforming, rupturing, perforating, or structurally failing panels.

Economy Metals, Inc. shall not in any event be liable for the cost of labor expended by others on any non-conforming, rupturing, perforating or structurally failing sheet, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone by reason of the fact that such panels shall have been non-conforming, rupturing, perforating, or structurally failing.

Claims under this warranty must be made in writing to Economy Metals, Inc. at the address set forth below within thirty (30) days after discovery of the defect. Economy Metals, Inc. shall have an additional thirty (30) days to inspect the steel roofing and siding panels before any further action shall be taken. Adequate identification of material involved in the claim, including date of installation, order number, invoice number and date of shipment must be established by the buyer.

Buyer shall exercise diligence in inspection of sheets as received from Economy Metals, Inc. so as to mitigate repair or replacement. Economy Metals, Inc. extends this warranty solely to the original owner of any structure where the material is installed. This warranty is not transferable and non-assignable. Economy Metals, Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

The Law of the State of Missouri shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Audrain County, Missouri.

ECONOMY METALS, INC. MAKES NO GUARANTEES, EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY, AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.



13181 Highway 22
Centralia, MO 65240

This warranty is for you to fill out and keep for your records.

Economy Metals Invoice Number: _____

Date of Invoice: _____ Date of Install: _____

Contractor/Installer Name: _____

Owner's Name: _____

Structure's Address: _____

City: _____ State: _____

*Galvalume is a registered trademark of BIEC International, Inc.

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Presentation - City's FY2023 Annual Comprehensive Financial Report (Audit) Hood and Associates CPA, PC - Michael Keenan CPA

Requested Action:

Presentation

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The City's 2023 ACFR/Audit and Required Communications Letter are enclosed.
Michael Keenan CPA with Hood and Associates CPAs PC, will present the City Audit.

City Attorney Comments:

Not Applicable

City Administrator Comments:



CITY OF OSAGE BEACH, MISSOURI

ANNUAL

COMPREHENSIVE

FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED, DECEMBER 31, 2023

FY 2023

CITY OF OSAGE BEACH, MISSOURI

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2023

Prepared by:

Karri Bell
City Treasurer

CITY OF OSAGE BEACH, MISSOURI
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2023

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INTRODUCTORY SECTION



City of Osage Beach

1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0526 • www.OsageBeach.org

June 26, 2024

Honorable Mayor, Board of Aldermen, and the Citizens of the City of Osage Beach:

The Annual Comprehensive Financial Report of the City of Osage Beach, Missouri (the City), for the fiscal year ended December 31, 2023, is herewith submitted. The information presented in the financial report is the responsibility of the City's management. The City Treasurer's Department prepared this report. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. The financial report conforms to the standards of financial reporting as set forth by the Governmental Accounting Standards Board (GASB) and the guidelines as recommended by the Government Finance Officers Association (GFOA). The City Treasurer's Department believes that the financial statements, supporting schedules, and statistical information fairly represent the financial condition of the City. We further believe that all presented data is accurate in all material aspects and that all necessary disclosures have been included to enable the reader to gain a reasonable understanding of the City's financial affairs.

Generally accepted accounting principles require that management provide a narrative, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The Reporting Entity and Its Services

The City of Osage Beach was incorporated on May 22, 1959, but due to political upheaval and discontent among some in the new town, a petition for disincorporation was filed. In a special election held May 17, 1960, voters approved legal disincorporation. In 1965 voters approved the second and final incorporation of the City of Osage Beach and a fourth-class city was created. The City is approximately 10 square miles in area and is in Camden and Miller Counties, Missouri. The City lies along the shores of Lake of the Ozarks, one of the largest man-made lakes in the world. The City has an estimated permanent population of 4,736; however, it is estimated that there are more than 250,000 visitors and second homeowners annually. The governing body consists of an elected six-member Board of Aldermen (the Board) and a Mayor who, in turn, appoints a City Administrator, City Clerk, Police Chief, Building Official, City Treasurer, City Planner and City Attorney. Aldermen serve two-year terms, with three members elected every year. The Mayor is elected for a two-year term.

The City provides a full range of municipal services including streets, water, sewer, airports, engineering, public safety, ambulance services, and general administration.

The City offers its residents and visitors two City parks. Peanick Park is a 13-acre park with two ball fields, pavilion, basketball courts, a walking trail and playground. It is located on the northeast side of town on Highway 42. The Osage Beach City Park is a 92-acre park surrounded by Lake of the Ozarks and Lake of the Ozarks State Park; it is located off Hatchery Road adjacent to the outlet mall. The park has lake access, a stocked fishing pond, three soccer fields, three pavilions, a playground and a Sports Complex complete with three 300' baseball/softball fields and concession facilities.

Utility service in the City is mixed between public and private companies. Water and sanitary sewerage utilities are operated by the City. Water and sewerage rates are established to meet the total revenue requirements of the utilities. Natural gas is supplied by Summit Natural Gas of Missouri, electricity by Ameren Missouri. Both traditional and cellular phone service is provided by numerous companies. Commercial and residential trash service is provided by several local and non-local suppliers.

Media in the City is split between two television markets. While Camden County is part of the Springfield market, Miller County is part of the Columbia/Jefferson City market. Spectrum cable system carries stations from both markets. DirecTV and Dish carry Springfield stations.

Education in the City is provided by two public schools. Osage Beach Elementary (Camdenton R-III) and School of the Osage (Miller County R-II School District). Colleges and universities that serve the City are Columbia College, State Fair Community College and Central Methodist University.

Accounting System

Although legally separate from the City, the financial statements include its component units. The component units are the Tax Increment Financing Districts responsible for encouraging development of commercial enterprises within its border. The Districts are fiscally dependent upon the City because the City must approve any debt issuances.

The diversity of governmental operations and the necessity for legal compliance preclude recording and summation of all financial transactions in a single accounting entity. The City's accounting system is therefore organized and operated on a fund basis, wherein each fund is a distinct and separate self-balancing entity.

The City's financial records utilize two bases of accounting. The modified accrual basis is followed by the governmental funds. Under this basis, revenues are recognized when measurable and available, and expenditures are recorded when the fund liability is incurred, except for principal and interest on long-term debt. The accrual basis of accounting is utilized by proprietary funds. Consideration is given to the adequacy of internal accounting controls governing the financial transactions and records of the City. Internal controls are designed and developed to provide reasonable assurance that assets are safeguarded and that transactions are properly executed and recorded in line with management's policy and generally accepted accounting principles.

Budget Process and Control

Upon the completion of the July Financial Statements in early August, Department Managers begin working on their department's budget requests for the upcoming year along with estimated expenditures for the remainder of the current year. The City Administrator's Office projects and calculates the revenue and beginning balances for the upcoming year. Meetings with Department Managers are held, and adjustments are made based on revenue projections, cash flow calculations, and priorities set by the Mayor and Board of Aldermen, to ensure a balanced budget is presented for adoption. A balanced budget is defined as projected expenditures not exceeding projected revenue sources and cash availability, as required by Missouri State Statute.

Budgetary control is maintained at the fund level.

Local Economy

The City is recognized as both a retail center and a tourist destination and we pride ourselves in being the heart of Lake of the Ozarks. The Lake of the Ozarks was awarded Best Recreational Lake by USA Today readers. Osage Beach is part of the ever-growing and popular lake community, supporting a vital economy along with growing diversity in its economic base. While both population and local economic activity continue to peak in the summer season, the increasing number of second homeowners, the expansion in retail goods and the promotion of non-peak activities are smoothing out the sharpness of the peaks.

Long-term Financial Planning and Policies

On December 1, 2016, the Board of Aldermen approved Bill 16-85 – Ordinance of the City establishing Section 135.020.C. Reserves. This section was added to the City’s code of ordinances adopting reserve target levels for most funds. The Reserve Policy outlines fund reserve target levels for the General Fund, Transportation Fund, Water and Sewer Combined Funds, Ambulance Fund, Lee C. Fine Airport Fund, and the Grand Glaize Airport Fund.

Capital expansion projects that are not funded through debt service but are high on the priority list are in the current year’s budget. If the project lacks enough funds, the project will be carried into next year’s budget with funds added until enough funds are available to complete the project.

Reporting Standards and Formats

The standards used to formulate and present the content of this Annual Comprehensive Financial Report were set forth by the Governmental Accounting Standards Board (GASB), which incorporates the statements and interpretations of the National Council on Governmental Accounting (NCGA) until modification is deemed necessary. GASB has also promulgated acceptance of certain standards as set by the American Institute of Certified Public Accountants (AICPA) in the guide for “Audits of State and Local Governmental Units.” Guidance for illustrative interpretation was obtained by use of the 2012 “Governmental Accounting, Auditing and Financial Reporting” (GAAFR), published by the Government Finance Officers Association (GFOA).

Major Initiatives

Annually, the Mayor and Board meet mid-year for a strategic planning session to outline priorities and initiatives to achieve superior services to our community and City employees. The Board’s priorities include transportation; capital planning; identifying and using financial resources; identifying tools and resources to invest in services and internal development; and maintaining appropriate reserves.

The following summary is being provided so the reader can get a quick overview of some of the City’s initiatives realized from year 2019 and forward.

Economic Development – September 19, 2019, the Board approved Ordinance 19.57 establishing selected fee reimbursement provisions to encourage residential development of projects or property where traditional economic development tools are insufficient or inapplicable to support or encourage the project. To be considered, the project would need a minimum of twenty new single-family or forty multi-family units with limits on the price per unit. Fees that could be considered for reimbursement are water impact, sewer development, building permit, site development and demolition permit. To date, the Preserve at Sycamore Creek (the Board approved Ordinance 22.74) housing development is expected to be the first project eligible for reimbursement in 2024.

Park - On April 21, 2022, the Board approved a professional services agreement to prepare a new Parks Master Plan, not to exceed \$48,500. This study explored the Board's interest in adding a multi-use sports complex or soccer/baseball field expansion and explored other recreational options in both City parks. The final report was presented on January 19, 2023. As a result, frisbee golf, watercraft rental, playground improvements and pickleball courts are included in the 2024 budget.

Police – Included in the 2024 budget, the Police Department will replace three vehicles, including setup costs, not to exceed \$190,000.

Public Works - On November 16, 2023, the Board approved a professional services agreement to provide a Public Works operational review and assessment project, not to exceed \$55,000. This project will review twelve operational items including experience, technology, training, staffing, effectiveness, reputation, etc. The final report is expected in the summer of 2024.

Transportation – Street improvement projects, including engineering, land purchases, and streetlights, totaling \$4,855,192 are included in the 2024 budget. This includes the Reconnecting Communities Sidewalk/Trail Project (\$1,000,000). In a joint effort with the City, the Osage Beach Special Road District (the District) will reimburse the City \$227,018 for projects that benefit the District (Goldie Pearl Sidewalk Improvements and Executive Drive extension). The City provides the administrative and engineering services, and the District provides the construction funds for the various projects.

Transportation – January 7, 2021, the Board of Aldermen approved Ordinance 21.01 to execute the Missouri Highway and Transportation Commission Cost Share Agreement for Project Number J5S3508, the extension of Osage Beach Parkway. This project's \$615,000 estimated cost is included in the 2024 budget with funding of \$100,000 provided by the Special Road District, received in December 2020, and currently being held by the City. This cost share program funds 50% of eligible costs for the extension of Osage Beach Parkway from the current terminus at Lazy Days Road to Executive Drive. Total liability for the City under this agreement does not exceed \$195,395. The project design was completed in 2023 and construction is expected to begin in 2024. To date, a construction contract award is pending approval of the Board of Aldermen (Ordinance 24.35) in the amount of \$498,284.

Water - Water projects, including engineering and land purchases totaling \$430,000, are included in the 2024 budget. This includes \$280,000 for connecting a water loop, \$20,000 for new water connections, and \$130,000 to pay for unserved area infrastructure.

Sewer - Sewer improvement projects totaling \$3,510,460 are in the 2024 budget. The City's ARPA funds in the amount of \$941,531 will be used to fund some of these projects. This includes various lift station improvements and Tan Tar A Estates Rehabilitation.

Lee C. Fine Airport – Grant funded projects (90%) include a Layout Plan update (\$481,000) and runway project (\$4,365,000).

Grand Glaize Airport – Grant funded projects (90%) include a Layout Plan update (\$481,000).

Single Audit

The City is required to undergo an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and related amendments and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, if the City spends \$750,000 or more in federal funding. In 2023, the City spent \$246,949 in federal funding; therefore, a single audit was not performed and no separate report was required.

Independent Audit

The City's financial statements have been audited by the contracted licensed public accounting firm of Hood and Associates CPA's. The audit was conducted in such a manner as to enable the accountants to form an opinion on the combined financial statements taken as a whole. Hood and Associates CPA's have issued an unmodified opinion on the City's general-purpose financial statements. An unmodified opinion is the best an organization can receive on its financial statements from an independent certified public accountant. It indicates that the auditor's examination has disclosed no conditions which cause them to believe that the general-purpose financial statements are not fairly stated in all material respects.

Their audit was made in accordance with U.S. generally accepted auditing standards. The report of the accountants has been included as part of the Annual Comprehensive Financial Report.

Awards

The Government Finance Officers Association of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Osage Beach for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022. This was the twenty-fourth year that the City of Osage Beach achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated service of many City employees. I want to especially express my appreciation to the City Treasurer's staff for assisting and contributing with its preparation.

Finally, I would like to acknowledge the Mayor, Board of Aldermen, and the City Administrator for their support in planning and conducting the financial operations of the City in a professional and progressive manner.

Respectfully submitted,



Karri Bell
City Treasurer



April White
Staff Accountant



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Osage Beach
Missouri**

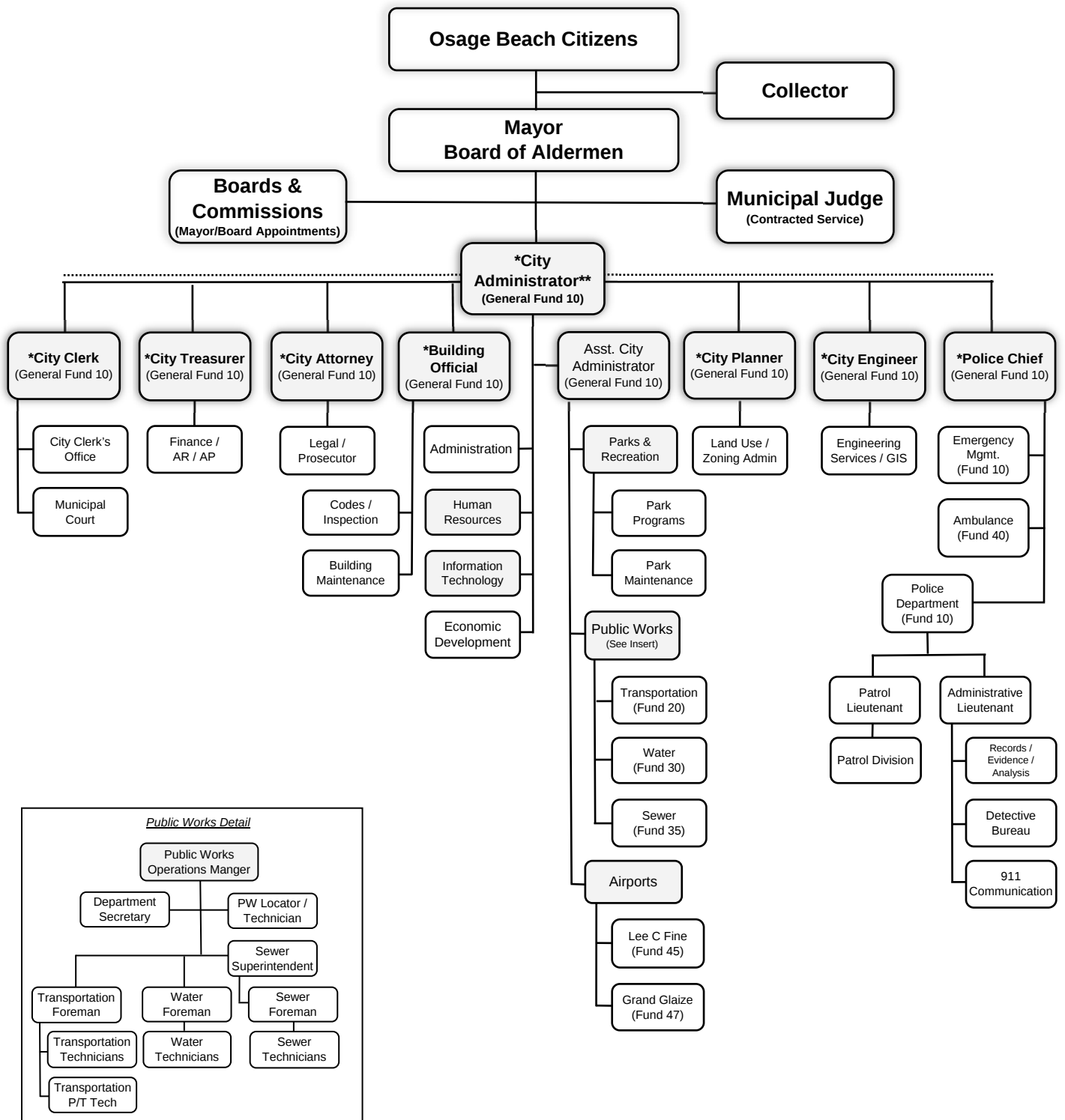
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Executive Director/CEO

City of Osage Beach

Organizational Chart



***Mayor/Board Appointed Officials of the City;** generally supervised by the City Administrator; per City code Chapter 115.

****The City Administrator** coordinates and supervises the operations of all departments; per City code 115.170
(The specific department's fund as outlined in the annually adopted budget is indicated in parenthesis.)

City of Osage Beach, Missouri

Elected Officials

Mayor.....Michael Harmison
Ward One..... Kevin Rucker
.....Bob O’Steen
Ward Two Phyllis Marose
.....Justin Hoffman
Ward Three Richard Ross
..... Celeste Barela
City Collector..... Brad Smith

Management Team

City Administrator Jeana Woods
City Clerk..... Tara Berreth
Chief of Police Todd Davis
City Attorney Cole Bradbury
City Treasurer Karri Bell
Building Official Ron White
City Planner Cary Patterson
Public Works Operations Manager Zak Wilber
Assistant City Administrator Mike Welty
Human Resources Generalist..... Michael Raye
Information Technology Specialist Mikeal Bean
Airport Manager Ty Dinsdale
Park Manager.....Eric Gregory

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Hood and Associates CPA’s, P.C.

FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City of Osage Beach, Missouri (the City), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As described in Note 1 to the financial statements, the City adopted new accounting guidance, Government Accounting Standards Board (GASB) Statement No. 96, Subscription-Based Technology Information Arrangements. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hood and Associates CPAs PC

Kansas City, Missouri
June 26, 2024

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

This section of the City of Osage Beach's (the City) Annual Comprehensive Financial Report presents a review of the City's financial activities for the fiscal year ended December 31, 2023. We encourage readers to consider the information presented here in conjunction with the accompanying transmittal letter, the basic financial statements, and the accompanying notes to those financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City of Osage Beach exceeded its entity-wide liabilities and deferred inflows at the close of the fiscal year by \$105,320,993 on the government-wide statements. Of this amount, \$81,639,118 represents net investment in capital assets; \$10,829,591 is restricted; and the remaining \$12,852,284 may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$3,374,282 from 2022. This is a combined total of an increase of \$881,939 from the City's governmental activities and an increase of \$2,492,343 from the business-type activities.
- The City's gross sales tax (on cash basis) decreased 2.3% from \$6,095,299 in fiscal year 2022 to \$5,955,458 (General Fund) in fiscal year 2023.
- To promote economic development, the City continued its partnership for a ninth year with the Tri-County Lodging Association to promote the City through an advertising campaign. The City supported beautification projects, hosted the 7th Annual Easter Egg Hunt in partnership with Victory Church, Fishing Derby, Annual Fall Festival/Dragon Smoke BBQ Competition, and Holiday Lights.
- Lakeport Village (Oasis at Lakeport) Tax Increment Financing (TIF) Redevelopment Plan – City Ordinance 23-44 adopted the TIF Plan as recommended from the Osage Beach TIF Commission on April 17, 2023. The project is a new \$350 million family resort and entertainment district, to be developed at Highway 54 and Jeffries Road, adjacent to the Grand Glaize Bridge. Construction plans include the creation of a year-round entertainment destination offering 25 acres of amusement rides and attractions; a Marriott Hotels property with 26,000-square-foot conference center; an indoor waterpark; restaurants; 200 public boat slips; and a 1,000-space parking garage. In June 2023, City Ordinance 23-47 approved the Redevelopment Agreement. City Ordinance 23-54 authorized the City to issue its Taxable Industrial Revenue Bonds Series 2023, in a principal amount not to exceed \$360,000,000. In December 2023, City Ordinance 23-85 approved an extension of time to acquire certain property under the redevelopment agreement. To date, utility and other infrastructure construction has progressed on the property.
- American Rescue Plan Act of 2021 (ARPA) – On August 9, 2021, the City was awarded \$941,531 in total ARPA funds. In 2021, the City received half and the balance was received in 2022. As of December 31, 2023, no eligible ARPA costs were incurred. Eligible projects must be committed by December 31, 2024, and completed by December 31, 2026. The City's 2024 budget includes all ARPA funds to be spent in the Sewer Fund for capital projects.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

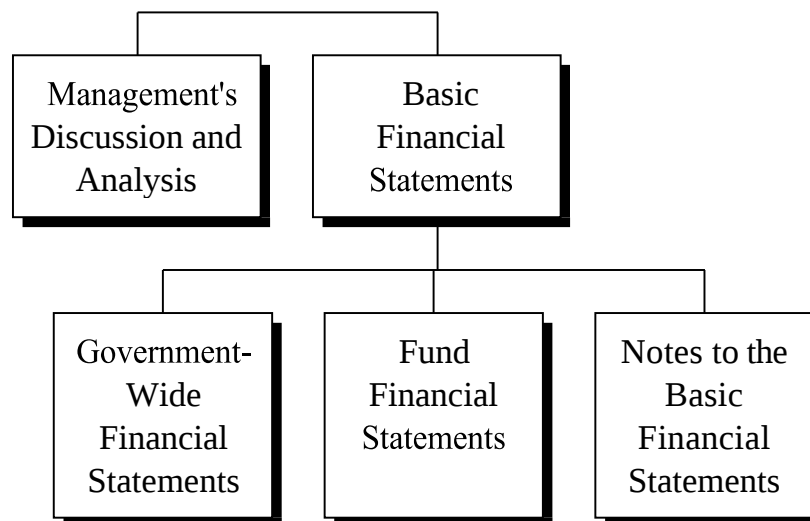
- On April 4, 2023, voters approved a 3% sales tax on adult use marijuana. The Board of Aldermen approved Ordinance 23-56, which directs the application of the 3% sales tax revenue to be collected for the purpose of funding Parks and Recreation and Public Safety services. The sales tax became effective October 1, 2023.

OVERVIEW OF FINANCIAL STATEMENTS

The financial reports consist of the management's discussion and analysis, the basic financial statements, required supplementary information and statistical information.

The basic financial statements include two kinds of statements that present different views of the City. The first statements are government-wide financials that provide both long-term and short-term information about the City's overall financial status. These statements are prepared on a full accrual basis of accounting to present information in a more corporate-like presentation on individual parts of the government. The remaining statements are the fund financial statements that focus on individual parts of City government and report in more detail.

Required Components of the Annual Financial Report



City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

Basic Financial Statements

The first two statements in the basic financial statements are government-wide financial statements (the Statement of Net Position and the Statement of Activities). The government-wide financial statements are designed to provide the reader with a broad overview of the City's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the City's financial status.

The next statements are the fund financial statements. These statements focus on the activities of the individual parts of the City's government. These statements provide more detail than the government-wide statements. There are two parts to the fund financial statements: 1) the governmental funds statements and 2) the proprietary funds statements.

The next section of the basic financial statements is the notes to the basic financial statements. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, required supplemental information is provided to show details about the City's performance relative to the budget and schedules of other post-employment benefits.

Government-Wide Financial Statements

The government-wide financial statements present the financial picture of the City from the economic resources' measurement focus using the accrual basis of accounting. The statements present governmental activities and business-type activities, as well as the City's component unit separately. These statements include certain infrastructure as well as all known liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement regarding inter fund activity, payables, and receivables.

The statement of net position and the statement of activities report the City's net position and the resulting changes. Net position is the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources, which is one way to measure the City's financial health or financial assets.

Over time, increases or decreases in the City's net position are a useful indicator of whether its financial position is improving or deteriorating. Other non-financial factors to consider when assessing the overall health of the City are changes in the City's sales tax base and the condition of the City's capital assets (roads, buildings, and water and sewer lines).

The statement of activities distinguishes the City's functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a portion of their costs through user fees and charges (business-type activities).

Governmental activities – Most of the City's basic services are reported in this category, including General Administration, Finance, Public Safety, Transportation and Parks. Sales taxes, franchise fees, user fees, interest income, and grants finance these activities.

Business-type activities – The City charges fees to customers to cover most of the cost of services it provides. The Combined Water and Sewer Fund, Ambulance Fund, Lee C. Fine Airport Fund and Grand Glaize Airport Fund are reported in this activity.

Component Unit – The City's component unit activities are reported in this category.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

Fund Financial Statements

The City uses two types of funds to manage its resources: governmental funds and proprietary funds. A fund is a fiscal entity with a set of self-balancing accounts recording financial resources, together with all related current liabilities and residual equities and balances, and the changes therein. These accounting entities are separated for the purpose of carrying out specific activities or attaining certain objectives in accordance with regulations, restrictions, or limitations.

Governmental Funds – Most of the City’s basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual basis accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund financial statements provide a detailed short-term view of the City’s general governmental operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent soon to finance the City’s programs. The relationships or differences of activities reported in the Governmental Fund Financial Statements versus that reported in the Government-Wide Financial Statements are explained in the reconciliation schedules following the Governmental Fund Financial Statements.

Proprietary Funds – When the City charges customers for the services it provides to cover the cost of operations, these activities are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the government-wide statement of net position and the statement of activities. In fact, the City’s enterprise funds are the same as the business-type activities reported in the government-wide statements but provide more detail and additional information, such as cash flows for proprietary funds.

Notes to the Basic Financial Statements – The notes provide additional information essential for a full understanding of the data provided in the government-wide and fund financial statements.

Other Information – In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning budgetary comparison schedules for the major governmental funds and schedule of changes in total OPEB liability.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As mentioned earlier, net position may serve as a useful indicator of the City’s financial position. At the close of December 31, 2023, the City’s assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$105,320,993. The largest portion of the City’s net position, \$81,639,118 (78%), reflects its net investment in capital assets (i.e., land, infrastructure, buildings, machinery, and equipment) less any related debt used to acquire those assets that are still outstanding. The net investment in capital assets as a percentage of net position decreased 1% from 2022. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City’s investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

The following table reflects the condensed Statement of Net Position as of December 31, 2023, and December 31, 2022:

CITY OF OSAGE BEACH STATEMENT OF NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 16,769,205	\$ 16,388,683	\$ 10,234,877	\$ 8,161,688	\$ 27,004,082	\$ 24,550,371
Capital assets	30,833,787	30,585,796	53,211,380	53,781,944	84,045,167	84,367,740
Total assets	<u>47,602,992</u>	<u>46,974,479</u>	<u>63,446,257</u>	<u>61,943,632</u>	<u>111,049,249</u>	<u>108,918,111</u>
Deferred outflow s of resources:						
Other post employment benefits	61,023	68,176	31,909	26,250	92,932	94,426
Total deferred outflow s of resources	<u>61,023</u>	<u>68,176</u>	<u>31,909</u>	<u>26,250</u>	<u>92,932</u>	<u>94,426</u>
Long-term debt	464,727	718,780	2,182,749	3,280,461	2,647,476	3,999,241
Other liabilities	1,805,253	1,755,375	863,004	759,340	2,668,257	2,514,715
Total liabilities	<u>2,269,980</u>	<u>2,474,155</u>	<u>3,045,753</u>	<u>4,039,801</u>	<u>5,315,733</u>	<u>6,513,956</u>
Deferred inflow s of resources:						
Leases	292,494	351,093	-	-	292,494	351,093
Other post employment benefits	149,760	147,565	63,201	53,212	212,961	200,777
Total deferred inflow s of resources	<u>442,254</u>	<u>498,658</u>	<u>63,201</u>	<u>53,212</u>	<u>505,455</u>	<u>551,870</u>
Net position:						
Net investment in capital assets	30,530,015	30,211,999	51,109,103	50,574,338	81,639,118	80,786,337
Restricted	9,607,272	9,392,105	1,222,319	985,850	10,829,591	10,377,955
Unrestricted	4,814,494	4,465,738	8,037,790	6,316,681	12,852,284	10,782,419
Total net position	<u>\$ 44,951,781</u>	<u>\$ 44,069,842</u>	<u>\$ 60,369,212</u>	<u>\$ 57,876,869</u>	<u>\$ 105,320,993</u>	<u>\$ 101,946,711</u>

The increase in governmental activities' net position of \$881,939 (2%) is less than the 2022 increase of \$909,057. Revenues and expenses increased for the year. Transfers to business-type activities increased \$535,000 for the year. The increase in business-type activities of \$2,492,343 (4%), compared to last year's increase of \$3,929,947, primarily reflects a decrease in grant revenues.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

The following table reflects the revenues and expenses from the City's activities for the years ended December 31, 2023, and 2022:

CITY OF OSAGE BEACH
CHANGE IN NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 1,274,227	\$ 877,608	\$ 7,978,751	\$ 6,659,349	\$ 9,252,978	\$ 7,536,957
Operating grants and contributions	527,924	469,083	88,839	160,083	616,763	629,166
Capital grants and contributions	623,500	-	112,147	2,802,171	735,647	2,802,171
General revenues:						
Sales taxes	11,909,517	12,200,262	-	-	11,909,517	12,200,262
Franchise taxes	1,051,837	968,780	-	-	1,051,837	968,780
Other taxes	312,632	276,546	-	-	312,632	276,546
Interest earnings	628,307	190,697	324,697	71,863	953,004	262,560
Other revenues	232,189	157,823	192,180	171,737	424,369	329,560
	<u>16,560,133</u>	<u>15,140,799</u>	<u>8,696,614</u>	<u>9,865,203</u>	<u>25,256,747</u>	<u>25,006,002</u>
Expenses:						
General government	2,958,500	2,684,719	-	-	2,958,500	2,684,719
Public safety	3,812,660	3,585,603	-	-	3,812,660	3,585,603
Parks and recreation	677,809	796,884	-	-	677,809	796,884
Information technology	503,744	459,953	-	-	503,744	459,953
Streets and highways	3,819,129	3,344,376	-	-	3,819,129	3,344,376
Interest on long-term debt	11,352	207	-	-	11,352	207
Water and sewer	-	-	7,454,977	6,591,431	7,454,977	6,591,431
Ambulance	-	-	821,644	743,502	821,644	743,502
Airports	-	-	1,822,650	1,960,323	1,822,650	1,960,323
Total expenses	<u>11,783,194</u>	<u>10,871,742</u>	<u>10,099,271</u>	<u>9,295,256</u>	<u>21,882,465</u>	<u>20,166,998</u>
Change in net position before transfers	4,776,939	4,269,057	(1,402,657)	569,947	3,374,282	4,839,004
Transfers	(3,895,000)	(3,360,000)	3,895,000	3,360,000	-	-
Change in net position	<u>881,939</u>	<u>909,057</u>	<u>2,492,343</u>	<u>3,929,947</u>	<u>3,374,282</u>	<u>4,839,004</u>
Net position, beginning	44,069,842	43,160,785	57,876,869	53,946,922	101,946,711	97,107,707
Net position, ending	<u>\$ 44,951,781</u>	<u>\$ 44,069,842</u>	<u>\$ 60,369,212</u>	<u>\$ 57,876,869</u>	<u>\$ 105,320,993</u>	<u>\$ 101,946,711</u>

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

Governmental Activities

Governmental activities increased the City's net position by \$881,939.

- Sales taxes decreased 2% compared to 2022.
- Charges for services increased 45% primarily due to increases in building permits.
- Investment earnings increased 229%, or \$437,610, due to improved interest rates and increases in account balances.
- Administrative reimbursement charges for services decreased \$90,500, primarily due to engineering expenses being charged directly to the Transportation Fund.
- General government overall expenses increased \$911,452 (8%). This increase includes the City Hall parking lot and emergency exit improvements. Also, the City increased salaries to remain competitive.

The following table shows expenses and net cost of the governmental activities for the year ended December 31, 2023. The purpose of this table is to measure gross expenses against charges for services and grants and other funding.

CITY OF OSAGE BEACH
NET COST OF GOVERNMENTAL ACTIVITIES

	Total Cost of Services	Net Cost of Services
General government	\$ 2,958,500	\$ (1,844,742)
Public safety	3,812,660	(3,566,337)
Parks and recreation	677,809	(635,294)
Information technology	503,744	(503,744)
Streets and highways	3,819,129	(2,796,074)
Interest on long-term debt	11,352	(11,352)
	<u>\$ 11,783,194</u>	<u>\$ (9,357,543)</u>

As previously noted, expenses from governmental activities totaled \$11,783,194. However, net costs of these services were \$9,357,543. The difference represents direct revenues received from charges for services of \$1,274,227 and operating grants of \$527,924. Revenue covered 21% of cost in 2023 compared to 12% in 2022. Operating grants and contributions include overtime reimbursements associated with DWI programs and contributions for the City's events.

Business-Type Activities

Business-type activities net position increased by \$2,492,343.

- Water and Sewer utility revenue increased an average of 10.5% due to a rate increase in May 2023.
- Charges for services increased 20% overall, primarily due to rate increases and capacity fees associated with new construction.
- Investment earnings increased 351%, or \$252,834, due to improved interest rates and increases in account balances.
- Transfers increased \$535,000 from 2022 to assist water/sewer's increased operating expenses.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the City's financial requirements.

General Fund – The General Fund is the main operating fund of the City. The General Fund includes legislative expenditures, General Administration, City Attorney, Municipal Court, City Treasurer, City Clerk, Building Official, Police, Communications, Parks, Economic Development, Planning, Engineering and Information Technology activities for the City. All these activities are provided to and benefit all the citizens equally and equitably. This area tends to work on the quality of life and the protection of the citizens and assets of the citizens as a group. At the end of the current fiscal year, the total fund balance of the General Fund was \$5,237,029, an increase of \$346,919 over the beginning balance of \$4,890,110. General Fund total revenues increased 6%. Sales tax decreased 2% and interest increased 262%. Building permits increased 306% during the year because of the Sycamore Creek housing development. The unassigned General Fund balance at year-end was \$4,992,886.

Transportation Fund – This fund is established pursuant to the Missouri Constitution Article IV, Section 30(a)(2) [State Gas Tax], Revised Missouri Statutes 94.745 (City ½ cent sales tax). It is used for transportation purposes within the City. This fund provides for the maintenance and expansion of transportation needs of our citizens. Included in this fund are repair and maintenance of the existing public road system and upgrades to the local transportation system. At the end of the current fiscal year, total fund balance of the Transportation Fund was \$6,642,173, an increase of \$582,338 from the beginning balance of \$6,059,835. Transportation Fund total revenues increased 3% and expenses, including transfers, went down 3%. Capital outlay remained steady and transfers to the airports were reduced as projects were completed. The largest project was the completion of Industrial Drive with a total project cost of \$1,215,304. The Transportation Fund balance was restricted for highways and streets at year-end other than the nonspendable portion of \$11,510 which related to prepaid items and \$7,647 which is invested in inventory. The restricted fund balance of \$6,623,016 reflects the City's goal to plan, save and complete construction projects and future street/sidewalk projects.

Capital Improvement Sales Tax Fund – This fund is established as required under the Revised Missouri Statutes 94.577. The monies collected here are from a ½ cent general sales tax. The Mayor and Board, by ordinance, have committed these funds to help offset the debt service cost of the water and sewer system. As of the close of the current fiscal year, the City's Capital Improvement Sales Tax Fund reported an ending fund balance of \$2,984,256, a decrease of \$348,014 from the beginning balance of \$3,332,270. The Capital Improvement Sales Tax Fund balance was restricted for capital improvements/debt service at year-end. The fund balance decrease was primarily due to increases in transfers to the Combined Water/Sewer Fund. Transfers and expenses were more than the total revenues for the year.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

General Fund Budget Highlights – Each fiscal year, the City formally adopts its budget prior to the beginning of the fiscal year. If necessary, the original budget is amended to appropriate unspent funds before the current fiscal year ends. The total original expenditure budget of \$10,292,890 was amended to \$10,556,532 during the fiscal year. On a budgetary basis, which can be found in the Required Supplementary Information, the revenues and other sources compared to expenditures and other uses, resulted in an increase of \$346,919 in fund balance. Actual revenues were greater than budgeted revenue by \$74,598. Actual expenditures were under the budgeted amount of \$2,141,521. The lower expenses versus budget were primarily in public safety salaries and a delayed capital project for the 911 center.

Proprietary Funds

Combined Water and Sewer Fund – The Sewer Fund was created in 1985 to account for revenues and expenses associated with the operation of the sewer system. A City water system was started in 1998 and changed the Sewer Fund into a combined fund. This fund was established under the bond ordinances to segment the operations of the combined Water and Sewer Fund from other activities of the City. The combined Water and Sewer Fund is based on a user fee system where the individuals and businesses utilizing the services pay a fee based upon a portion of the estimated cost of operation of the water and sewer utilities. This fee is subsidized by transfers in from the Capital Improvement Sales Tax Fund to offset debt service costs. At the end of the current fiscal year, total net position of the Water and Sewer Fund was \$47,296,037, an increase of \$2,633,795 over the beginning balance of \$44,662,242. The increase in net position is primarily due to Capital Improvement Sales Tax Fund transfers. Transfers of \$3,300,000 were \$885,000 greater than 2022. The unrestricted net position in the Water and Sewer Fund at year-end was \$7,457,323.

Ambulance Fund – This fund was established by a Board directive to track the costs of ambulance service to the citizens of the City. The City began operating an ambulance service in 1984. The fund receives its revenues from user fees. Fees are not enough to cover the cash flow of operation, nor do they cover the non-cash cost (depreciation). The differences in cash payouts are made up by transfers from the General Fund. At the end of the current fiscal year, the total net position of the Ambulance Fund was \$440,421. The unrestricted Ambulance Fund net position at year-end was \$130,688, a decrease of \$278,890. Operating expenses increased 11% mainly due to personnel services (pay increases) and depreciation expenses. Transfers from the General Fund of \$380,000 were necessary to maintain the unrestricted net position. The decrease of \$278,890 in unrestricted net position reflects the purchase of a new ambulance (\$243,931) and the reduction of transfers from the General Fund. No rate increases were approved during the year.

Lee C. Fine Airport Fund – This fund was established in 1999 by Board directive to track the costs of airport service to the public. The fund receives its revenues from user fees. The differences in cash payouts are made up by transfers from the General Fund or the Transportation Sales Tax Fund. At the end of the current fiscal year, the total net position balance of the Lee C. Fine Airport Fund was \$11,475,397, a decrease of \$179,841 from the beginning balance of \$11,655,238. The net position decrease is partially a result of decrease in fuel sales in 2023. The unrestricted net position of the Lee C. Fine Airport Fund at year-end was \$285,670.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

Grand Glaize Airport Fund – This fund was established in 1999 by Board directive to track the costs of airport services to the public. The fund receives its revenues from user fees. The differences in cash payouts are made up by transfers from the General Fund or the Transportation Fund. At the end of the current fiscal year, total net position of the Grand Glaize Airport Fund was \$1,157,357, an increase of \$46,955 from the beginning balance of \$1,110,402. The unrestricted net position of Grand Glaize Fund at year-end was \$164,109. The Transportation Sales Tax Fund transferred \$190,000 to offset the operating loss of \$182,686.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The amount invested in capital assets for the City as of December 31, 2023, was \$84,045,167, net of accumulated depreciation. This amount includes all infrastructure assets acquired during 2023 and prior years (construction in progress) street infrastructure. Capital assets decreased \$322,573 during the year. This change reflects that investment in capital assets, with the assistance of grants, offset the depreciation expense in both governmental activities and business-type activities. The following chart breaks down the City's capital asset balance into various categories of assets. Additional information regarding the City's capital assets can be found in Note 6.

CITY OF OSAGE BEACH CAPITAL ASSETS

Capital assets, net of accumulated depreciation

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 1,859,101	\$ 1,854,267	\$ 913,689	\$ 897,793	\$ 2,772,790	\$ 2,752,060
Construction in progress	244,070	1,748,949	91,938	5,506,429	336,008	7,255,378
Buildings and improvements	8,253,539	8,031,812	4,368,373	4,765,389	12,621,912	12,797,201
Machinery and equipment	5,089,911	4,749,015	3,392,477	2,440,326	8,482,388	7,189,341
Lease assets - equipment	287,524	287,524	-	-	287,524	287,524
Right-of-use - SBITA	92,197	92,197	-	-	92,197	92,197
Infrastructure	62,942,579	61,602,991	11,027,121	5,426,769	73,969,700	67,029,760
Water system	-	-	36,861,567	36,603,468	36,861,567	36,603,468
Sewer system	-	-	63,004,471	62,716,188	63,004,471	62,716,188
Less accumulated depreciation	(47,935,134)	(47,780,959)	(66,448,256)	(64,574,418)	(114,383,390)	(112,355,377)
Total	\$ 30,833,787	\$ 30,585,796	\$ 53,211,380	\$ 53,781,944	\$ 84,045,167	\$ 84,367,740

City of Osage Beach, Missouri
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Major capital asset transactions during the year included the following:

- City Hall improvements included parking lot rehabilitation, entrance and sidewalk replacements, and an emergency exit lane for \$384,157; new phone system for \$75,030; six replacement HVAC units for \$41,700.
- Economic Development Department purchased Christmas lights and storage for \$45,432.
- The Parks Department purchased a 2023 Ford F150 for \$39,267; a Chevy 4x4 for \$43,956; security camera system for \$41,781; and installed a box culvert at the City Park location for \$141,839.
- The Building Department purchased a 2023 Ford F150 for \$39,267.
- The Police Department received 13 Toughbook computers with grant funding of \$37,622 and purchased three 2023 Ford Interceptors and one Chevy Equinox for a total cost of \$181,166.
- Transportation projects included construction of Industrial Drive (\$1,215,304), Osage Beach sidewalk project (\$384,637), Palisades Boulevard (\$623,500), and Hatchery Road (\$108,543). In partnership with the Special Road District, Amy Lane (\$150,542) was rebuilt to City code and brought into City inventory. Overlay street projects totaled \$764,345 for the year. The Transportation Department also purchased a Ford Transit van for \$33,056.
- Water meters (1129) were purchased at a cost of \$462,548. Also purchased was a Ford truck for \$59,809.
- Sewer projects included Rockway Station improvements totaling \$192,316; Vapex odor control unit for \$160,000; sewer sludge/waste dumpster for \$18,855; two Ford trucks for \$38,249 each; sewer pumps (101) totaling \$525,310; and Ford truck with crane body for \$172,000.
- Transportation, Water and Sewer combined funds for a 2024 Freightliner Hydrovac truck for \$493,670 and three carports for \$11,138.
- The Ambulance Fund purchased two new cardiac monitor/defibrillators for \$34,954 each, two stair chairs for \$8,070 each, and a 2022 Ambulance for \$243,931.
- Lee C. Fine Airport - Apron reconstruction was completed during the year. Total construction cost for this multi-year project was \$4,997,253; 95% of this was reimbursed through grant funding.
- Lee C. Fine Airport purchased a security camera system for \$41,485, a 2023 Ford truck with plow for \$56,021, and a zero-turn mower for \$11,400.
- Grand Glaize Airport purchased a 2000-gallon fuel tank for \$40,272; \$20,000 was paid in 2022 with the balance paid in 2023. Also purchased was a John Deere mower for \$12,950; 2023 Chevrolet Truck for \$44,099, and a security camera system for \$37,231.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

Debt Administration

The gross debt on December 31, 2023, was \$2,388,772, a decrease of \$878,425 compared to 2022. The debt consists of Sewerage and Waterworks Revenue Bonds and lease and SBITA obligations. The final payoff year for the bonds is 2026.

CITY OF OSAGE BEACH OUTSTANDING DEBT

	Outstanding Obligations					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenue bonds	\$ -	\$ -	\$ 2,085,000	\$ 3,175,000	\$ 2,085,000	\$ 3,175,000
Lease liability	233,531	281,600	-	-	233,531	-
SBITA liability	70,241	92,197	-	-	70,241	92,197
Total	\$ 303,772	\$ 373,797	\$ 2,085,000	\$ 3,175,000	\$ 2,388,772	\$ 3,267,197

Missouri statutes limit the amount of general obligation debt that a unit of government can issue to twenty percent of the total assessed value of taxable property located within the City's boundaries. The legal debt limit for the City was \$63,873,512. Additional information regarding the City's long-term debt can be found in Note 7 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City of Osage Beach's permit activity increased 332% compared to 2022. The increase and all-time high were primarily due to the Preserve at Sycamore Creek's ten apartment buildings which required 12 permits with a construction value of \$47,880,000. The Building Inspection Department issued 182 commercial permits and 103 residential permits, representing investment in our community of \$103,119,563. At the end of 2023, the City issued 1150 business and occupational licenses (down 15% from 2022). The decrease in licenses reflects a reduction in retail shops during the year.

Despite interest rates and inflation rising, the City expects continued investment into the community by new and existing businesses through various expansions as seen during 2023.

The unemployment rate for the City was 3.5% (Camden and Miller County average) on December 31, 2023, which is higher compared to last year's rate of 2.9%. This rate is slightly higher than the State of Missouri (3%) and lower than the national average of 3.6%.

The above factors were considered in preparing the City's budget for the 2024 fiscal year.

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2023

The City appropriated \$11,967,633 for spending in the General Fund 2024 budget. Compared to the 2023 actual of \$8,795,011, budgeted expenditures and transfers will increase 36%. Of the total appropriated in the General Fund, \$1,388,359 is budgeted for capital expenditures. The budget includes a 4% increase in sales tax revenue during the 2024 fiscal year compared to estimated revenue in 2023. Merit increases will be granted to employees in 2024 based on the Matrix Plan and employee job performance, plus a 4% premium. The General Fund's capital expenditures include pickle ball courts and new service truck for the Parks Department, three new replacement police vehicles with equipment, a Veterans Memorial, retaining wall replacement for City Hall, and up to thirty new computers and related materials.

There are expectations to increase utility rates for the Water and Sewer Fund, to take effect in the latter half of 2024. The actual amount of increase has not yet been determined.

REQUESTS FOR INFORMATION

This financial report is designed to provide the reader with a general overview of the City's finances. Questions or requests for more information concerning any of the information provided in this report should be directed to Karri Bell, City Treasurer (kbell@osagebeach.org), City of Osage Beach, 1000 City Parkway, Osage Beach, Missouri 65065, or call (573) 302-2000, extension 1030.

CITY OF OSAGE BEACH, MISSOURI

Statement of Net Position

December 31, 2023

	Primary Government			Component
	Governmental	Business-type	Total	Unit
	Activities	Activities		
Assets				
Cash and investments	\$ 13,976,577	\$ 7,696,321	\$ 21,672,898	\$ -
Receivables:				
Taxes	1,922,279	-	1,922,279	97,042
Accounts and other	51,524	505,593	557,117	-
Leases	296,429	-	296,429	-
Due from other governments	5,517	114,494	120,011	-
Inventories	7,647	618,617	626,264	-
Prepaids, deposits, and other assets	255,653	77,533	333,186	-
Restricted assets:				
Cash and investments	253,579	1,222,319	1,475,898	-
Capital assets:				
Not being depreciated	2,103,171	1,005,627	3,108,798	-
Being depreciated, net of depreciation	28,730,616	52,205,753	80,936,369	-
Total assets	47,602,992	63,446,257	111,049,249	97,042
Deferred Outflows of Resources				
Deferred outflows - OPEB	61,023	31,909	92,932	-
Total deferred outflows of resources	61,023	31,909	92,932	-
Liabilities				
Accounts payable	231,505	753,946	985,451	97,042
Accrued liabilities	141,841	60,415	202,256	-
Unearned revenue	1,216,134	-	1,216,134	-
Accrued interest	-	48,643	48,643	-
Payable from restricted assets:				
Customer deposits	17,742	-	17,742	-
Due to others	6,031	-	6,031	-
Long term debt:				
Due within one year	213,302	1,387,946	1,601,248	-
Due in more than one year	326,655	772,277	1,098,932	-
OPEB liability	116,770	22,526	139,296	-
Total liabilities	2,269,980	3,045,753	5,315,733	97,042
Deferred Inflows of Resources				
Deferred inflow - leases	292,494	-	292,494	-
Deferred inflows - OPEB	149,760	63,201	212,961	-
Total deferred inflows of resources	442,254	63,201	505,455	-
Net Position				
Net investment in capital assets	30,530,015	51,109,103	81,639,118	-
Restricted :				-
Streets and highways	6,623,016	-	6,623,016	-
Debt service	229,806	1,222,319	1,452,125	-
Capital improvements	2,754,450	-	2,754,450	-
Unrestricted	4,814,494	8,037,790	12,852,284	-
Total net position	\$ 44,951,781	\$ 60,369,212	\$ 105,320,993	\$ -

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Activities
For the Year Ended December 31, 2023

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position			Component Unit
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total	
Primary government:								
Governmental activities								
General government	\$ 2,958,500	\$ 1,012,645	\$ 101,113	\$ -	\$ (1,844,742)	\$ -	\$ (1,844,742)	\$ -
Public safety	3,812,660	226,417	19,906	-	(3,566,337)	-	(3,566,337)	-
Parks and recreation	677,809	35,165	7,350	-	(635,294)	-	(635,294)	-
Information and technology	503,744	-	-	-	(503,744)	-	(503,744)	-
Streets and highways	3,819,129	-	399,555	623,500	(2,796,074)	-	(2,796,074)	-
Interest on long-term debt	11,352	-	-	-	(11,352)	-	(11,352)	-
Total governmental activities	11,783,194	1,274,227	527,924	623,500	(9,357,543)	-	(9,357,543)	-
Business-type activities								
Water/Sewer	7,454,977	6,272,814	88,839	-	-	(1,093,324)	(1,093,324)	-
Ambulance	821,644	376,356	-	-	-	(445,288)	(445,288)	-
Airports	1,822,650	1,329,581	-	112,147	-	(380,922)	(380,922)	-
Total business-type activities	10,099,271	7,978,751	88,839	112,147	-	(1,919,534)	(1,919,534)	-
Total primary government	\$ 21,882,465	\$ 9,252,978	\$ 616,763	\$ 735,647	(9,357,543)	(1,919,534)	(11,277,077)	-
Component Unit								
Tax Increment Financing District	\$ 1,022,601	\$ -	\$ -	\$ -				(1,022,601)
General revenues:								
Taxes:								
County road taxes					75,958	-	75,958	-
Sales taxes					11,909,517	-	11,909,517	-
Franchise taxes					1,051,837	-	1,051,837	-
Motor vehicle fuel and license					236,674	-	236,674	-
Intergovernmental activity taxes					-	-	-	1,022,601
Unrestricted investment earnings					628,307	324,697	953,004	-
Gain on disposal of capital assets					-	115,199	115,199	-
Other					232,189	76,981	309,170	-
Transfers					(3,895,000)	3,895,000	-	-
Total general revenues and transfers					10,239,482	4,411,877	14,651,359	1,022,601
Change in net position					881,939	2,492,343	3,374,282	-
Net position, beginning of year					44,069,842	57,876,869	101,946,711	-
Net position, end of year					\$ 44,951,781	\$ 60,369,212	\$ 105,320,993	\$ -

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Balance Sheet - Governmental Funds
December 31, 2023

	General	Transportation Sales Tax	Capital Improvement Sales Tax	Total Governmental Funds
Assets				
Cash and investments	\$ 5,219,832	\$ 6,445,095	\$ 2,311,650	\$ 13,976,577
Receivables:				
Taxes	1,016,723	452,782	452,774	1,922,279
Intergovernmental	-	5,517	-	5,517
Accounts and other	51,524	-	-	51,524
Leases	296,429	-	-	296,429
Inventories	-	7,647	-	7,647
Prepaid items	244,143	11,510	-	255,653
Restricted cash and investments	23,773	-	229,806	253,579
Total assets	<u>\$ 6,852,424</u>	<u>\$ 6,922,551</u>	<u>\$ 2,994,230</u>	<u>\$ 16,769,205</u>
Liabilities				
Accounts payable	\$ 152,076	\$ 69,455	\$ 9,974	\$ 231,505
Accrued liabilities	130,918	10,923	-	141,841
Unearned revenue	1,016,134	200,000	-	1,216,134
Payable from restricted assets:				
Due to others	6,031	-	-	6,031
Bail bond deposits	4,236	-	-	4,236
Building deposits	13,506	-	-	13,506
Total liabilities	<u>1,322,901</u>	<u>280,378</u>	<u>9,974</u>	<u>1,613,253</u>
Deferred inflows of resources				
Unavailable revenues - leases	<u>292,494</u>	<u>-</u>	<u>-</u>	<u>292,494</u>
Fund balances:				
Nonspendable:				
Inventories	-	7,647	-	7,647
Prepaid items	244,143	11,510	-	255,653
Restricted:				
Debt service	-	-	229,806	229,806
Streets and highways	-	6,623,016	-	6,623,016
Capital improvements	-	-	2,754,450	2,754,450
Unassigned	4,992,886	-	-	4,992,886
Total fund balance	<u>5,237,029</u>	<u>6,642,173</u>	<u>2,984,256</u>	<u>14,863,458</u>
Total liabilities and fund balances	<u>\$ 6,852,424</u>	<u>\$ 6,922,551</u>	<u>\$ 2,994,230</u>	<u>\$ 16,769,205</u>

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position
December 31, 2023

Fund balances of governmental funds	\$	14,863,458
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental fund statements.		30,833,787
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Deferred outflows and inflows related to OPEB activity are not required to be reported in the governmental funds but are required to be reported in the statement of net position		(88,737)
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The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:

Accrued compensated absences		(236,185)
Other post employment benefit obligations		(116,770)
Lease liability		(303,772)
Net position of governmental activities	\$	<u>44,951,781</u>

CITY OF OSAGE BEACH, MISSOURI
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended December 31, 2023

	General	Transportation Sales Tax	Capital Improvement Sales Tax	Total Governmental Funds
Revenues:				
Taxes				
Sales	\$ 6,023,554	\$ 2,943,054	\$ 2,942,910	\$ 11,909,518
Franchise	1,051,837	-	-	1,051,837
Motor vehicle fuel and license	-	236,674	-	236,674
County road	-	75,958	-	75,958
Charges for services	630,000	-	-	630,000
Licenses, fines, permits and fees	780,369	858	-	781,227
Intergovernmental	121,019	399,555	-	520,574
Interest	240,532	272,308	115,467	628,307
Rental income	69,265	-	-	69,265
Contributions	7,350	-	-	7,350
Miscellaneous	106,796	17,181	-	123,977
Total Revenues	<u>9,030,722</u>	<u>3,945,588</u>	<u>3,058,377</u>	<u>16,034,687</u>
Expenditures:				
Current:				
General government	2,658,500	-	-	2,658,500
Public safety	3,553,825	-	-	3,553,825
Parks and recreation	386,353	-	-	386,353
Information and technology	503,633	-	-	503,633
Streets and highways	-	1,324,097	-	1,324,097
Capital improvements	-	-	85,391	85,391
Capital outlay:				
Projects and equipment	1,232,070	-	-	1,232,070
Streets and highways	-	1,842,244	-	1,842,244
Debt service:				
Principal	69,370	655	-	70,025
Interest and fiscal charges	11,260	92	-	11,352
Total Expenditures	<u>8,415,011</u>	<u>3,167,088</u>	<u>85,391</u>	<u>11,667,490</u>
Excess of Revenues Over (Under) Expenditures	615,711	778,500	2,972,986	4,367,197
Other financing sources (uses):				
Transfers in	21,000	-	-	21,000
Transfers out	(380,000)	(215,000)	(3,321,000)	(3,916,000)
Insurance proceeds	38,946	-	-	38,946
Sale of capital assets proceeds	51,262	18,838	-	70,100
Total Other Financing Sources (Uses)	<u>(268,792)</u>	<u>(196,162)</u>	<u>(3,321,000)</u>	<u>(3,785,954)</u>
Net change in fund balances	346,919	582,338	(348,014)	581,243
Fund balances, beginning of year	<u>4,890,110</u>	<u>6,059,835</u>	<u>3,332,270</u>	<u>14,282,215</u>
Fund balances, end of year	<u>\$ 5,237,029</u>	<u>\$ 6,642,173</u>	<u>\$ 2,984,256</u>	<u>\$ 14,863,458</u>

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2023

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 581,243
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay costs in excess of capitalization threshold	2,890,985
Contributed capital assets	623,500
Depreciation	(3,172,991)
Disposal of capital assets	(93,503)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position.	
Principal payments and adjustments on long-term debt	70,025
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in compensated absences and net OPEB liability	<u>(17,320)</u>
Change in net position of governmental activities	<u><u>\$ 881,939</u></u>

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Net Position
Proprietary Funds
December 31, 2023

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Fund	Total
Assets					
Current assets:					
Cash and investments	\$ 7,268,343	\$ 75,659	\$ 243,530	\$ 108,789	\$ 7,696,321
Accounts receivables (net of allowances for uncollectibles)	409,881	80,247	14,187	1,278	505,593
Intergovernmental	-	-	92,494	22,000	114,494
Inventories	504,790	-	71,292	42,535	618,617
Prepaid items	57,790	6,772	8,032	4,939	77,533
Total current assets	8,240,804	162,678	429,535	179,541	9,012,558
Noncurrent assets:					
Restricted cash and investments	1,222,319	-	-	-	1,222,319
Capital assets					
Non-depreciable	593,807	-	66,277	345,543	1,005,627
Depreciable, net	40,124,865	309,733	11,123,450	647,705	52,205,753
Total noncurrent assets	41,940,991	309,733	11,189,727	993,248	54,433,699
Total assets	50,181,795	472,411	11,619,262	1,172,789	63,446,257
Deferred Outflows of Resources					
Deferred outflows - OPEB	8,373	6,780	14,904	1,852	31,909
Liabilities					
Current liabilities:					
Accounts payable	627,709	4,996	119,782	1,459	753,946
Accrued liabilities	34,676	14,316	4,538	6,885	60,415
Accrued interest payable	48,643	-	-	-	48,643
Compensated absences	41,383	7,504	5,049	4,010	57,946
Bonds payable	1,330,000	-	-	-	1,330,000
Total current liabilities:	2,082,411	26,816	129,369	12,354	2,250,950
Non-current liabilities:					
Bonds payable	772,277	-	-	-	772,277
OPEB liability	4,084	2,739	14,494	1,209	22,526
Total non-current liabilities	776,361	2,739	14,494	1,209	794,803
Total liabilities	2,858,772	29,555	143,863	13,563	3,045,753
Deferred Inflows of Resources					
Deferred inflows - OPEB	35,359	9,215	14,906	3,721	63,201
Net position					
Net investment in capital assets	38,616,395	309,733	11,189,727	993,248	51,109,103
Restricted net position for:					
Debt service	1,222,319	-	-	-	1,222,319
Unrestricted	7,457,323	130,688	285,670	164,109	8,037,790
Total net position	\$ 47,296,037	\$ 440,421	\$ 11,475,397	\$ 1,157,357	\$ 60,369,212

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended December 31, 2023

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Fund	Total
Operating revenues:					
Charges for services	\$ 6,272,814	\$ 376,356	\$ 1,007,271	\$ 138,942	\$ 7,795,383
Rental income	-	-	115,884	67,484	183,368
Total operating revenues	<u>6,272,814</u>	<u>376,356</u>	<u>1,123,155</u>	<u>206,426</u>	<u>7,978,751</u>
Operating expenses:					
Costs of sales and services	1,098,157	52,501	682,180	123,792	1,956,630
Administration	716,881	96,706	45,954	19,769	879,310
Personnel services	1,244,485	590,385	261,941	185,676	2,282,487
Repairs and maintenance	1,237,247	8,097	38,221	12,414	1,295,979
Insurance	162,068	14,300	19,067	12,984	208,419
Depreciation and amortization	2,875,727	59,655	386,175	34,477	3,356,034
Total operating expenses	<u>7,341,880</u>	<u>821,644</u>	<u>1,433,538</u>	<u>389,112</u>	<u>9,986,174</u>
Operating income (loss)	<u>(1,069,066)</u>	<u>(445,288)</u>	<u>(310,383)</u>	<u>(182,686)</u>	<u>(2,007,423)</u>
Nonoperating revenues (expenses):					
Interest and investment earnings	324,697	-	-	-	324,697
Interest expense and fiscal charges	(113,097)	-	-	-	(113,097)
Non-operating grants and contributions	88,839	-	-	-	88,839
Gain on disposal of capital assets	50,553	31,610	15,395	17,641	115,199
Miscellaneous revenue	51,869	25,112	-	-	76,981
Total nonoperating revenues (expenses)	<u>402,861</u>	<u>56,722</u>	<u>15,395</u>	<u>17,641</u>	<u>492,619</u>
Loss before capital grants and transfers	(666,205)	(388,566)	(294,988)	(165,045)	(1,514,804)
Capital grants	-	-	90,147	22,000	112,147
Transfers in	3,300,000	380,000	25,000	190,000	3,895,000
Change in net position	<u>2,633,795</u>	<u>(8,566)</u>	<u>(179,841)</u>	<u>46,955</u>	<u>2,492,343</u>
Total net position, beginning of year	44,662,242	448,987	11,655,238	1,110,402	57,876,869
Total net position, end of year	<u>\$ 47,296,037</u>	<u>\$ 440,421</u>	<u>\$ 11,475,397</u>	<u>\$ 1,157,357</u>	<u>\$ 60,369,212</u>

CITY OF OSAGE BEACH, MISSOURI
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2023

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Funds	Total
Cash flows from operating activities:					
Receipts from customers and others	\$ 6,410,361	\$ 401,468	\$ 1,304,442	\$ 205,173	\$ 8,321,444
Payments for goods and services	(2,944,133)	(121,738)	(858,040)	(167,878)	(4,091,789)
Payments on behalf of employees for services	(1,243,224)	(589,300)	(264,224)	(183,297)	(2,280,045)
Payments for interfund services used	(337,500)	(49,000)	(46,000)	(18,000)	(450,500)
Net cash provided by (used in) operating activities	<u>1,885,504</u>	<u>(358,570)</u>	<u>136,178</u>	<u>(164,002)</u>	<u>1,499,110</u>
Cash flows from noncapital financing activities:					
Transfers in (out)	<u>3,300,000</u>	<u>380,000</u>	<u>25,000</u>	<u>190,000</u>	<u>3,895,000</u>
Net cash flows provided by (used in) noncapital financing activities	<u>3,300,000</u>	<u>380,000</u>	<u>25,000</u>	<u>190,000</u>	<u>3,895,000</u>
Cash flows from capital and related financing activities:					
Acquisition and construction of capital assets	(2,051,284)	(298,369)	(226,515)	(94,103)	(2,670,271)
Capital grants	-	-	90,147	-	90,147
Principal paid on capital debt	(1,061,876)	-	-	-	(1,061,876)
Interest and fees paid on capital debt	(182,273)	-	-	-	-
Net cash flows provided by (used in) capital and related financing activities	<u>(3,295,433)</u>	<u>(298,369)</u>	<u>(136,368)</u>	<u>(94,103)</u>	<u>(3,642,000)</u>
Cash flows from investing activities					
Interest received	<u>324,697</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>324,697</u>
Net cash provided by (used in) investing activities	<u>324,697</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>324,697</u>
Net increase (decrease) in cash and cash equivalents	<u>2,214,768</u>	<u>(276,939)</u>	<u>24,810</u>	<u>(68,105)</u>	<u>2,076,807</u>
Cash and equivalents, beginning of year	<u>5,062,120</u>	<u>352,598</u>	<u>218,720</u>	<u>176,894</u>	<u>5,810,332</u>
Cash and equivalents, end of year	<u>7,276,888</u>	<u>75,659</u>	<u>243,530</u>	<u>108,789</u>	<u>7,887,139</u>
Investments	<u>1,213,774</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,213,774</u>
Total cash and investments reported on the Statement of Net Position	<u>\$ 8,490,662</u>	<u>\$ 75,659</u>	<u>\$ 243,530</u>	<u>\$ 108,789</u>	<u>\$ 8,918,640</u>
Cash and investments reported on the Statement of Net Position					
Cash and investments	\$ 7,268,343	\$ 75,659	\$ 243,530	\$ 108,789	\$ 7,696,321
Restricted cash and investments	<u>1,222,319</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,222,319</u>
Total cash and investments	<u>\$ 8,490,662</u>	<u>\$ 75,659</u>	<u>\$ 243,530</u>	<u>\$ 108,789</u>	<u>\$ 8,918,640</u>
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating income (loss)	\$ (1,069,066)	\$ (445,288)	\$ (310,383)	\$ (182,686)	\$ (2,007,423)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operations:					
Depreciation and amortization	2,875,727	59,655	386,175	34,477	3,356,034
Miscellaneous revenues	51,869	25,112	-	-	76,981
Non-operating grants and contributions	88,839	-	-	-	88,839
Change in accounts receivable	(3,161)	-	181,287	(1,253)	176,873
Changes in inventories	(306,337)	-	(1,309)	(20,507)	(328,153)
Changes in prepaid items	(11,929)	746	2,702	3,106	(5,375)
Changes in accounts payable and accrued liabilities	259,270	471	(124,384)	2,899	138,256
Changes in OPEB and related deferred outflows and inflows	292	734	2,090	(38)	3,078
Total adjustments	<u>2,954,570</u>	<u>86,718</u>	<u>446,561</u>	<u>18,684</u>	<u>3,506,533</u>
Net cash provided by (used in) operating activities	<u>\$ 1,885,504</u>	<u>\$ (358,570)</u>	<u>\$ 136,178</u>	<u>\$ (164,002)</u>	<u>\$ 1,499,110</u>

See accompanying notes to the basic financial statements

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies employed in the preparation of the accompanying financial statements, as presented on the basis set forth in Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*.

A. Reporting Entity

The City of Osage Beach, Missouri (the City) was incorporated in 1959 and covers an area of approximately ten square miles in Camden and Miller Counties, Missouri. The City is governed by an elected Mayor and an elected six-member Board of Aldermen, who in turn appoint a City Administrator, City Clerk, Police Chief, Building Official, City Treasurer, City Planner, City Engineer and City Attorney. The City provides services to its more than four thousand residents in many areas including: administration, law enforcement, parks and recreation, public works, water and sewer services, ambulance, airports, and economic development. These services do not include education, which is provided by separate governmental entities.

The basic financial statements of the City include all of the funds relevant to the operations of the City. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the City that have been determined not to be component units as defined by GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. Financially accountable means the primary government is able to impose its will or the component unit may provide financial benefits or impose a financial burden on the primary government. In addition, component units can be other organizations for which the nature and significance of the relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading if excluded.

As required by generally accepted accounting principles, the City has evaluated the above criteria to determine whether any other entity meets the definition of a component unit and must be included in these financial statements. The Tax Increment Financing District (the District) is responsible for encouraging development of commercial enterprises in the District. The members of the District's governing board are appointed by various political subdivisions which levy taxes in the District. The City is financially accountable for the District as the City appoints a voting majority to the District's governing board and is able to impose its will on the District through approval or rejection of plans and projects recommended by the District's governing board.

The District is presented as a discretely presented component unit in the basic financial statements. The District maintains only one fund, a governmental fund type, and does not issue separately prepared financial statements.

B. Fund Accounting

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the City. The effect of interfund activities has been removed from these statements. Interfund services provided and used are not eliminated in the process of consolidation. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other non-exchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external parties.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate fund financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual proprietary funds are reported as separate columns in the fund financial statements. Each individual fund of the City is considered to be a major fund.

The City uses funds to report its financial position and results of its operations in the fund financial statements. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts. Funds are classified into three categories: governmental, proprietary and fiduciary. The City has no fiduciary funds.

The City reports the following major governmental funds:

General Fund – This fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Sales Tax Fund – This special revenue fund accounts for funds provided from a one-half of one percent sales tax restricted as to use for ongoing maintenance and construction of streets.

Capital Improvement Sales Tax Fund – This special revenue fund accounts for funds provided by a one-half of one percent sales tax restricted as to use to subsidize debt service for the water and sewer systems. In addition, this fund may be used in the future for other capital projects, as voter approved.

The City reports the following major proprietary funds:

Water and Sewer Fund – This enterprise fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service, and collection.

Ambulance Fund – This enterprise fund accounts for the operation of the City's ambulance response service.

Lee C. Fine and Grand Glaize Funds – These enterprise funds account for the operation of the City's two airports.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, interest and principal on general long-term debt are recognized when due.

Sales tax, franchise tax, interest, and revenues from other governmental units associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

All proprietary funds are accounted for using the accrual basis of accounting. These funds account for operations that are primarily financed by user charges. The economic resource measurement focus concerns determining costs as a means of maintaining the capital investment and management control. Revenues are recognized when they are earned, and their expenses are recognized when they are incurred. Allocations of costs, such as depreciation, are recorded in proprietary funds.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's ongoing operations. Operating expenses include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City's general spending prioritization policy is to consider restricted resources to have been used first, followed by committed, assigned, and unassigned amounts when expenditures have been incurred for which resources in more than one classification could be used.

Sometimes the City will fund outlays for a particular purpose from both restricted (i.e. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

D. Budgets

Budgets are adopted on a basis consistent with U.S. generally accepted accounting principles. Annual appropriated budgets are adopted for all governmental fund types on the modified accrual basis. All annual appropriations lapse at year-end.

E. Pooled Cash and Cash Equivalents

The City maintains a cash money-market pool that is used by all funds. Interest income is allocated to each fund in proportion to each fund's ownership of the pool each month. For purposes of the statement of cash flows, all highly liquid investments with an original maturity of three months or less when purchased are considered to be cash equivalents. Because a statement of cash flows is prepared only for proprietary funds under generally accepted accounting principles, cash and cash equivalents are distinguished only for those funds. Investments are stated at fair value, determined by quoted market prices. State statutes authorize the City to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, collateralized certificates of deposit and the State Treasurer's Investment Pool.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

F. Receivables

Receivables consist primarily of taxes, franchise fees, interest, leases, and water and sewer charges. They are shown net of estimated uncollectible amounts.

G. Lease Arrangements

The City implemented Government Accounting Standards Board (GASB) Statement No. 87, Leases during 2022. The statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of the City's financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The Statement establishes a single model for lease accounting based on the foundational principle that leases are financing of the right to use and underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about the City's leasing activities.

H. New Accounting Standard

The City implemented GASB Statement No 96, Subscriptions-Based Information Technology Arrangements (SBITA), effective for the year ended December 31, 2023. The statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for subscription-based information technology arrangements by governments. This Statement increases the usefulness of City's financial statements by defining and establishing a SBITA that results in a right-to-use subscription intangible asset and a corresponding subscription liability. The Statement establishes a single model for SBITA accounting based on the foundational principle that SBITAs are financings of the right to use and underlying asset much like the standards established in Statement No. 87, Leases. Under this Statement, the City is required to recognize a SBITA liability and an intangible right-to-use asset and recognize amortization of the discount on the subscription liability as an outflow of resources in subsequent financial reporting periods, thereby enhancing the relevance and consistency of information about the City's subscription activities.

As part of implementing the Statement, the City performed a comprehensive review of its subscriptions and applied the criteria within the guidance. As a result, beginning net position and fund balance was not affected.

I. Inventories

Inventories, which consist of airport fuel, materials, and supplies, are recorded on the purchases method and are stated at cost using the first-in, first-out method.

J. Prepaid Items

Prepaid items represent the payment of insurance premiums and other information technology related services for coverage that benefits more than one fiscal period. The premium amount is being amortized over the policy or service period following the consumption method.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

K. Capital Assets

Capital assets, which include property, plant, equipment, right-of-use assets, and infrastructure assets (i.e. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. In the governmental fund statements, capital assets are charged to expenditures as purchased and capitalized in the proprietary fund statements. All capital assets are valued at historical cost or estimated historical cost if the actual historical cost is not available. Donated capital assets are valued at their acquisition value on the date donated.

Capital assets are defined by the City as assets with an initial individual cost of \$2,000 or more and an estimated useful life in excess of five years. Additions or improvements and other capital outlays that significantly extend the useful life of an asset or that significantly increase the efficiency or capacity of an asset are capitalized. Other costs, such as capital outlays incurred for repairs and maintenance, are expensed as incurred.

Depreciation on exhaustible assets is recorded as an allocated expense in the statement of activities with accumulated depreciation reflected in the statement of net position. Depreciation is provided on the straight-line basis over the following estimated useful lives:

Buildings and improvements	20 – 40 years
Office furniture, fixture, and equipment	5 – 10 years
Transportation equipment	5 years
Right-of-use assets	5 years
Sewage collection systems	20 – 40 years
Treatment plant	40 years
Water systems	40 years
Infrastructure – streets/roads	20 – 25 years

The cost of assets disposed or sold, and the related amounts of accumulated depreciation, are eliminated from the accounts in the year of disposal or sale and any resulting gain or loss is reflected in the basic financial statements.

Fully depreciated capital assets are included in the capital assets accounts until their disposal or sale.

L. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and personal leave benefits. All unused vacation must be used within one year. Employees that leave the City in good standing after ten (10) years of service and have accrued more than six (6) weeks (240 hours) of personal leave may convert their personal leave hours to 401A retirement dollars based on the following vesting schedule. The personal leave conversion for personnel employed with the City is limited to 25% for ten (10) years through fourteen (14) years of service, 50% for (15) years through nineteen (19) years of service, and 75% for twenty (20) years of service or more, subject to a maximum convertible amount of \$10,000. The conversion amount cannot exceed the maximum contribution to 401(a) plan for the calendar year. All vacation and personal leave benefits are accrued when incurred in the government-wide and proprietary fund financial statements. The liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of an employee resignation or retirements.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

M. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualify for reporting in this category, which is the deferred outflows related to other post-employment benefits (OPEB) resulting from assumption changes in calculating the City's OPEB liability. Deferred outflows of resources are reported in the government-wide and proprietary fund statements of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualifies for reporting in this category. The first one is leases receivable which will recognize inflow of resources in future periods over the term of the leases are reported in the government-wide and governmental fund statements. The second item is the deferred inflow related to other post-employment benefit plan contributions reported in the government-wide and proprietary fund statements.

N. Long-Term Obligations

General long-term obligations consist of the non-current portion of bonds payable, other post-employment benefits, and other long-term liabilities. In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are expensed as incurred.

In the governmental fund financial statements, general long-term obligations are not reported as liabilities because they do not require the use of current resources. Governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources while discounts on debt issuance are reported as other financing uses. Principal repayments are reported as debt service expenditures.

O. Equity

In the governmental fund financial statements, equity is displayed in five components as follows:

Nonspendable – This consists of amounts that are not in a spendable form or are legally or contractually required to be maintained intact.

Restricted – This consists of amounts that are constrained to specific purposes by their providers, through constitutional or contractual provisions or enabling legislation.

Committed – This consists of amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority (the Board of Aldermen) by the end of the year. The Board of Aldermen can, by adoption of an ordinance prior to the end of the year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken to remove or revise the limitation.

Assigned – This consists of amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. The Board of Aldermen can assign fund balance; however, an additional formal action does not have to be taken for the removal of the assignment.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

Unassigned – This consists of amounts that are available for any purpose and can only be reported in the General Fund. However, in governmental funds other than the General Fund, it may be necessary to report a negative unassigned fund balance in that fund if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to these purposes.

In the government-wide and proprietary fund financial statements, equity is displayed in three components as follows:

Net investment in capital assets – This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted – This consists of amounts that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted – This consists of amounts that do not meet the definition of “net investment in capital assets” or “restricted”.

P. Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

2. LEGAL COMPLIANCE - BUDGET

The City’s policy is to prepare the operating budgets in accordance with U.S. generally accepted accounting principles. The City prepared budgets for all governmental fund types for the year ended December 31, 2023.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1) Prior to January 1, the City Administrator submits to the Board of Aldermen a proposed operating budget for the fiscal period commencing January 1. The operating budget includes proposed expenditures and the means of financing them.
- 2) The City utilizes multiple public budget workshops that the public is invited to attend and make comments. The proposed budget is available for public inspection prior to the budget workshops.
- 3) Prior to December 31, the budget is legally enacted through passage of an ordinance.
- 4) The City Administrator is authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total expenditures of any fund must be approved by the Board of Aldermen.
- 5) All appropriations lapse at year-end.

The reported budgetary data represents the final approved budget after amendments as adopted by the Board of Aldermen. The budget was amended during the year.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

3. CASH AND INVESTMENTS

Deposits

Missouri State Statutes authorize the City to deposit funds in obligations of the U.S. Treasury, federal agencies and instrumentalities; certificates of deposit; Local Government Investment Pool and repurchase agreements. Custodial credit risk for deposits is the risk that, in event of a bank failure, the government's deposits may not be returned to it. The City's deposit policy for custodial credit risk is set by statutes. Statutes require that collateral pledged must have a fair value equal to 100% of the funds on deposit, less insured amounts. Collateral securities, which are the same type as authorized for investment by the City, are limited to the following as prescribed by state statutes:

- Bonds of the State of Missouri, of the United States, or of any wholly owned corporation of the United States.
- Other short-term obligations of the United States.

The City maintains a cash and investment pool which is available for use by all funds for the purpose of increasing income through investment activities. Interest is allocated to the various funds based on average cash or investment balances. The pool includes money market funds and certificates of deposit. Each fund type's portion of this pool is displayed on the statement of financial position as "Cash and investments" under each fund's caption.

A reconciliation of cash and investments as shown on the government-wide statement of net position is as follows:

Cash on hand	\$ 3,575
Demand deposits	7,444,482
Certificates of deposits	7,158,000
Local Government Investment Pool (MOSIP)	7,090,614
Restricted cash and investments held in trust	1,452,125
Total cash and investments	<u>\$ 23,148,796</u>

Government-wide Statement of Net Position

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Cash and investments	\$ 13,976,577	\$ 7,696,321	\$ 21,672,898
Restricted cash and investments	253,579	1,222,319	1,475,898
Total cash and investments	<u>\$ 14,230,156</u>	<u>\$ 8,918,640</u>	<u>\$ 23,148,796</u>

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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Investments

The City had the following investments as of December 31:

	Investment Maturities (in years)			Fair/Carrying
	Less than 1	1-5	Over 5	Value
Investments:				
Local Government Investment Pool (MOSIP)	\$ 7,090,614	\$ -	\$ -	\$ 7,090,614
Money market mutual funds held in trust	1,452,125	-	-	1,452,125
Total investments	<u>\$ 8,542,739</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,542,739</u>

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. For deposits, the City follows state statutes which require pledged collateral with a fair value equal to 100% of the funds on deposit, less insured amounts. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. The City's policy is to collateralize all deposits and repurchase agreements with securities held by the financial institution's agent and in the City's name but does not limit the holdings of any one counterparty. The money market mutual funds held in trust are collateralized by securities held in the City's name by their financial institution's agent.

Credit Risk

Credit risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Credit risk is measured using credit quality ratings of investments in debt securities as described by nationally recognized rating agencies such as Standard & Poor's and Moody's. State statutes authorize the City to invest in obligations of the U.S. Treasury, and federal agencies and instrumentalities; certificates of deposit issued by Missouri banks; and repurchase agreements. The City has no investment policy that would further limit its investment choice. The total Local Government Investment Pool (MOSIP) is rated AAAM by Standard and Poor's.

Interest Rate Risk

Interest rate risk – Interest rate risk is the risk that the fair values of investments will be adversely affected by a change in interest rates. The City does not have a formal interest rate risk policy. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk. The total Local Government Investment Pool (MOSIP) maturities are less than 9 months.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted in active markets for identical assets; Level 2 inputs are significant other observable inputs such as third party pricing services for identical assets; Level 3 inputs are significant unobservable inputs.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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The City has the following recurring fair value measurements as of December 31, 2023:

Description	Total	Level 1	Level 2	Level 3
Measured at fair value:				
Local government investment pool (MOSIP)	\$ 7,090,614	\$ 7,090,614	\$ -	\$ -
Money market mutual funds	1,452,125	1,452,125	-	-
Total investments	<u>\$ 8,542,739</u>	<u>\$ 8,542,739</u>	<u>\$ -</u>	<u>\$ -</u>

4. RECEIVABLES

Receivables, net are composed of the following at December 31, 2023:

	<u>Primary Government</u>		<u>Component</u>
	<u>Governmental</u>	<u>Business-type</u>	
	<u>Activities</u>	<u>Activities</u>	<u>Total</u>
Taxes receivable	\$ 1,922,279	\$ -	\$ 1,922,279
Accounts receivable	51,524	644,873	696,397
	1,973,803	644,873	2,618,676
Allowance for uncollectible	-	(139,280)	(139,280)
Receivables, net	<u>\$ 1,973,803</u>	<u>\$ 505,593</u>	<u>\$ 2,479,396</u>

5. LEASES RECEIVABLE

Under GASB 87, a lessor is required to recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflows of resources are measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that related to future periods. Additional information for each lease receivable is as follows:

In July 2000 the City entered into a 5-year renewable lease with AT&T Mobility Corporation (AT&T). Under the lease, AT&T pays the City \$35,271 annually for the right to place attachments on a water tower owned by City. There are no variable components in the lease. AT&T has the option to renew the term of the lease for four additional five-year terms by sending written notice of renewal to the City no later than 60 days prior to the expiration of each lease term. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 3%, which is the lessee's incremental interest rate. At December 31, 2023 the lease receivable balance was \$210,472.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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In July 2001 the City entered into a 5-year renewable lease with T-Mobile USA, Inc. (T-Mobile). Under the lease, T-Mobile pays the City \$33,581 annually for the right to place attachments on a water tower owned by City. There are no variable components in the lease. T-Mobile has the option to renew the term of the lease for four additional five-year terms by sending written notice of renewal to the City no later than 60 days prior to the expiration of each lease term. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 3%, which is the lessee's incremental interest rate. At December 31, 2023 the lease receivable balance was \$85,957.

For the year ended December 31, 2023, the City recognized \$58,599 of lease revenue and \$9,856 of interest revenue under the leases.

The City's leases receivable activity for the year ended December 31, 2023, is as follows:

The future minimum lease payment due under the lease arrangement for the years ending December 31, 2023 are as follows:

	Leases Receivable		
	Principal	Interest	Total
2024	\$ 60,791	\$ 8,061	\$ 68,852
2025	62,640	6,213	68,853
2026	53,309	4,349	57,658
2027	32,120	3,151	35,271
2028	33,097	3,175	36,272
2029-2030	54,472	1,372	55,844
	<u>\$ 296,429</u>	<u>\$ 26,321</u>	<u>\$ 322,750</u>

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

6. CAPITAL ASSETS

	December 31, 2022	Additions	Retirements	December 31, 2023
Governmental activities:				
Capital assets, not being depreciated				
Land	\$ 1,854,267	\$ 25,000	\$ 20,166	\$ 1,859,101
Construction in progress	1,748,949	210,878	1,715,757	244,070
Total capital assets, not being depreciated	3,603,216	235,878	1,735,923	2,103,171
Capital assets, being depreciated				
Buildings and improvements	8,031,812	549,226	327,499	8,253,539
Machinery and equipment	4,749,015	714,721	373,825	5,089,911
Right-of-use assets - equipment	287,524	-	-	287,524
Right-of-use assets - SBITA	92,197	-	-	92,197
Infrastructure	61,602,991	3,750,583	2,410,995	62,942,579
Total capital assets being depreciated	74,763,539	5,014,530	3,112,319	76,665,750
Less accumulated depreciation for:				
Buildings and improvements	5,255,893	231,007	272,302	5,214,598
Machinery and equipment	3,819,567	415,505	335,519	3,899,553
Right-of-use assets - equipment	2,551	52,359	-	54,910
Right-of-use assets - SBITA	-	23,049	-	23,049
Infrastructure	38,702,948	2,451,071	2,410,995	38,743,024
Total accumulated depreciation	47,780,959	3,172,991	3,018,816	47,935,134
Total capital assets being depreciated, net	26,982,580			28,730,616
Governmental activities capital assets, net	<u>\$ 30,585,796</u>			<u>\$ 30,833,787</u>

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

	December 31, 2022	Additions	Retirements	December 31, 2023
Business-type Activities:				
Capital assets, not being depreciated				
Land	\$ 897,793	\$ 15,896	\$ -	\$ 913,689
Construction in progress	5,506,429	91,938	5,506,429	91,938
Total capital assets, not being depreciated	6,404,222	107,834	5,506,429	1,005,627
Capital assets, being depreciated				
Buildings and improvements	4,765,389	7,425	404,441	4,368,373
Equipment	2,440,326	1,398,660	446,509	3,392,477
Airport infrastructure	5,426,769	5,600,352	-	11,027,121
Water system, tower and lines	36,603,468	462,548	204,449	36,861,567
Sewage collection system and treatment plant	62,716,188	717,625	429,342	63,004,471
Total capital assets being depreciated	111,952,140	8,186,610	1,484,741	118,654,009
Less accumulated depreciation for:				
Buildings and improvements	2,252,820	111,241	404,441	1,959,620
Equipment	1,783,921	254,801	443,964	1,594,758
Airport infrastructure	1,351,811	285,404	-	1,637,215
Water system, tower and lines	17,828,696	960,781	204,449	18,585,028
Sewage collection system and treatment plant	41,357,170	1,743,807	429,342	42,671,635
Total accumulated depreciation	64,574,418	3,356,034	1,482,196	66,448,256
Total capital assets being depreciated, net	47,377,722			52,205,753
Business-type activities capital assets, net	<u>\$ 53,781,944</u>			<u>\$ 53,211,380</u>

Depreciation expense was charged to functions and programs of the primary government as follows:

Governmental Activities:

General government	\$ 292,716
Public safety	249,688
Parks and recreation	291,252
Streets and highways	2,339,335
Total depreciation expense for Governmental activities	<u>\$ 3,172,991</u>

Business-type Activities:

Water/Sewer	\$ 2,875,727
Ambulance	59,655
Airports	420,652
Total depreciation expense for Business-type activities:	<u>\$ 3,356,034</u>

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

7. LONG-TERM DEBT

	December 31, 2022	Additions	Retirements	December 31, 2023	Amounts Due in One Year
Primary Government:					
Governmental activities					
Compensated absences **	\$ 223,684	\$ 164,065	\$ 151,564	\$ 236,185	\$ 141,711
Lease liability	281,600	-	48,069	233,531	48,922
SBITA liability	92,197	-	21,956	70,241	22,669
Total governmental activities	<u>597,481</u>	<u>164,065</u>	<u>221,589</u>	<u>539,957</u>	<u>213,302</u>
Business-type activities					
Bonds payable	3,175,000	-	1,090,000	2,085,000	1,330,000
Bond premium	32,606	-	15,329	17,277	-
Compensated absences	49,077	68,363	59,494	57,946	57,946
Total business-type activities	<u>3,256,683</u>	<u>68,363</u>	<u>1,164,823</u>	<u>2,160,223</u>	<u>1,387,946</u>
Total Primary Government	<u>\$ 3,854,164</u>	<u>\$ 232,428</u>	<u>\$ 1,386,412</u>	<u>\$ 2,700,180</u>	<u>\$ 1,601,248</u>

** Compensated absences are generally liquidated by the General Fund.

The State Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for "city purposes" not to exceed 10% of the assessed value of taxable tangible property and to incur additional general obligation indebtedness not to exceed, in the aggregate, an additional 10% of the assessed value of taxable tangible property, for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm wastewater systems, and purchasing or constructing waterworks, electric or other light plants, provided that the total general obligation indebtedness of the City does not exceed 20% of the assessed valuation of taxable property.

Based on the assessed valuation as of January 1, 2023, of \$319,367,5602, the constitutional total general obligation debt limit was \$63,873,512, which provides a general obligation debt margin of \$63,873,512.

Lease liabilities.

Lease liabilities represent the City's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the commencement date based on the present value of the expected lease payments over the lease term, less any lease incentives. Interest expense is recognized ratably over the contract term. The term of the leases range from 60 to 84 months, at interest rates from 2.0% to 3.25% and with monthly payments varying from \$139 to \$4,065. The lease term may include options to extend or terminate the lease when it is reasonably certain that the City will exercise that option.

The future minimum lease obligations and the net present value of these minimum lease payments as of December 31, 2023 were as follows:

Year Ending	Principal	Interest
2024	\$ 48,922	\$ 6,735
2025	49,522	5,181
2026	51,141	3,583
2027	51,818	1,933
2028	32,128	393
Total	<u>\$ 233,531</u>	<u>\$ 17,825</u>

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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Subscription-Based Information Technology Arrangements

In accordance with GASB Statement No. 96, a subscription-based information technology arrangement (SBITA) is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction. The measurement of the subscription liabilities is based on the present value of lease payments expected to be paid during the subscription term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, and residual value guarantee payments that are fixed in substance. The term of the SBITA is five years, at interest rates of 3.25% and with annual payments of \$24,952.

As of December 31, 2023, the City had minimum principal and interest payment requirements for its SBITA activities, with a remaining term more than one year, as follows:

<u>Year Ending</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 22,669	\$ 2,283
2025	23,406	1,546
2026	24,166	786
Total	<u>\$ 70,241</u>	<u>\$ 4,615</u>

Bonds Payable – State Revolving Loans

In 2002, 2003, 2005, and 2007, the City issued, \$24,585,000 (Series 2002B), \$6,075,000 (Series 2003B), \$4,950,000 (Series 2005C), and \$2,550,000 (Series 2007A) in State Environmental Improvement and Energy Resources Authority Water Pollution Revenue Bonds and Public Drinking Water Bonds for the purpose of financing construction of certain wastewater treatment, sanitary sewerage or water facilities and costs associated with the issuance of the bonds. The Series 2002B bonds were retired in 2022. In connection with the issuance of these bonds, the City participates in a revolving loan program established by the Missouri Department of Natural Resources (DNR). The State of Missouri manages and invests the bond proceeds on behalf of the City. As the City incurs approved expenditures, DNR reimburses the City for the expenditures from the construction escrow fund. Additionally, an amount (83.33% of which is federal funding) representing 70% of the construction costs is deposited into a bond reserve fund in the City's name and is held as a guarantee against the outstanding bond obligation. Interest earned from this reserve fund can be used by the City to fund interest payments on the revenue bonds. A portion of the reserve fund is transferred back to the State as principal payments are made on the revenue bonds. The costs of operation and maintenance of the wastewater treatment and sewerage facilities and the debt service are payable from operating revenues.

The City has pledged future utility customer revenues and capital improvement sales tax collections, net of current specified operating expenses, to repay the revenue bonds. Proceeds from the bonds provided financing for the construction of a new water system and expansion of sewerage facilities. The bonds are payable from utility customer net revenues and capital improvement sales tax net collections and are payable through 2026. Net revenues available for debt service are not to be less than 110% of the amount required to be paid annually of principal and interest. Net revenues including transfers for 2023 are over 120% of the annual principal and interest payments made in 2023. The total principal and interest remaining to be paid on the bonds is \$2,203,863. Principal and interest paid for the current year and total net revenues were \$1,219,896 and \$4,799,933, respectively.

City of Osage Beach, Missouri
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Bonds payable are comprised of the following individual issues:

	Original Amount	Interest Rate	Final Maturity Date	Balance December 31, 2023
2003B, Drinking Water	\$ 6,075,000	2%-5.25%	1/1/2024	\$ 890,000
2005C, Clean Water	4,950,000	3%-5.25%	7/1/2025	600,000
2007A, Drinking Water	2,550,000	4%-4.75%	1/1/2026	595,000
				<u>\$ 2,085,000</u>

Annual debt service requirements to maturity are as follows:

Year Ending December 31	Principal	Interest	Total
2024	\$ 1,330,000	\$ 73,290	\$ 1,403,290
2025	450,000	31,838	481,838
2026	305,000	13,735	318,735
Total	<u>\$ 2,085,000</u>	<u>\$ 118,863</u>	<u>\$ 2,203,863</u>

8. INTERFUND TRANSACTIONS

Interfund balances and transfers between governmental funds are not included in the government-wide statement of net position or the government-wide statement of activities. A summary of interfund transfers for the year ended December 31, 2023, follows:

Transfers In:						
	General Fund	Water/Sewer Fund	Ambulance Fund	Lee C. Fine Airport Fund	Grand Glaize Airport Fund	Total
Transfers Out:						
General fund	\$ -	\$ -	\$ 380,000	\$ -	\$ -	\$ 380,000
Transportation sales tax fund	-	-	-	25,000	190,000	215,000
Capital improvement sales tax fund	21,000	3,300,000	-	-	-	3,321,000
	<u>\$ 21,000</u>	<u>\$ 3,300,000</u>	<u>\$ 380,000</u>	<u>\$ 25,000</u>	<u>\$ 190,000</u>	<u>\$ 3,916,000</u>

The purpose of the transfer from the General Fund to the Ambulance Fund is to subsidize the operations of this fund. The purpose of the transfer from the Transportation Fund to the Lee C. Fine Airport Fund and the Grand Glaize Airport Fund is to subsidize the operations of these funds. The purpose of the transfer from the Capital Improvement Sales Tax Fund to the Water/Sewer Fund is to subsidize the payment of this fund's bonds.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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Interfund Charges for Support Services

Interfund charges for support services paid to the General Fund for the year ended December 31, 2023 were as follows:

Transportation Fund	\$	137,000
Water/Sewer Fund		388,000
Ambulance Fund		47,000
Lee C. Fine Airport Fund		42,000
Grand Glaize Airport Fund		16,000
	\$	<u>630,000</u>

9. COMMITMENTS AND CONTINGENCIES

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; workman's compensation; liability, crime, and employee errors and omissions; and natural disasters. The City purchases commercial insurance to provide coverage for general liability, property damage, and workers' compensation. Settled claims have not exceeded this commercial insurance coverage in any of the past three years.

B. Litigation

The City is involved in lawsuits arising in the ordinary course of activities, including claims regarding construction contract issues, personal injury and discriminatory personnel practices, property condemnation proceedings, and suits contesting the legality of certain taxes. While these cases may have future financial effect, management, based on advice of counsel, believes that their ultimate outcome will not be material to the basic financial statements.

C. Contract Commitments

The City has entered into contractual commitments related to various projects and improvements. Outstanding commitments totaled approximately \$800,000 as of December 31, 2023.

D. Tax Increment Financing

On December 16, 2010, the Board of Aldermen approved the Dierbergs Osage Beach Tax Increment Financing Plan for a shopping center. This center consists of a Dierbergs Market, Dicks Sporting Goods, Bed Bath & Beyond and other retail stores. In 2011, the City issued Series 2011, \$5,100,000 Tax Increment Financing Notes (Dierbergs Osage Beach Project). The Series 2011 notes represent special, limited obligations of the City, payable solely from the incremental sales and real estate taxes generated by Dierbergs redevelopment area. The City functions as a collecting agent for the taxes, which are then passed through to the bond trustee. As the City is not liable for this debt beyond remitting all collected taxes, it is not recorded on the statement of net position as of December 31, 2023. The notes bear interest at 6.5% with final maturity on December 15, 2033. The outstanding balance at December 31, 2023, was \$2,104,842. The annual debt service repayments of the Series 2011 TIF notes are the combined amounts of economic activity taxes and payments in lieu of taxes collected by the special allocation fund. The Series 2011 notes terminate December 15, 2033, whether or not the principal and interest have been paid in full.

City of Osage Beach, Missouri
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On February 18, 2016, the City entered into a TIF agreement with Arrowhead Development Group, LLC. Under this agreement, the City will reimburse the developer on a pay-as-you-go method with funds generated by the TIF project. The Agreement will redevelop the 226-acre site of the former Dogwood Hills Golf Course. It provides flexibility for the developer with eight separate project areas for a mixed-use development to be built over the next several years. The agreement provides for a TIF incentive to the developer to promote a \$386,731,340 project when all 8 projects are completed. The total amount of the TIF reimbursement request is \$55,835,595, which is 14.5% of the total project costs. One half (50%) of the new real estate and sales taxes generated by the development shall be passed through to the taxing districts. To date, the Arrowhead Senior Living Community is complete and open for business. This facility provides skilled nursing home and assisted living options. As of December 31, 2023 approved project costs total \$4,613,921 and accrued interest is \$2,136,280.

On September 21, 2017, the City entered into a TIF agreement with TSG Osage Beach, LLC. Under this agreement, the City will reimburse the developer on a pay-as-you-go method with funds generated by the TIF project. The Osage Beach Commons TIF Plan will redevelop the 13.71-acre site consisting of the Golden Door motel, the closed Jake's Steak and Fish restaurant and two abandoned single-family homes. The Plan proposes a \$30,500,000 project. The approved reimbursement is \$4,550,000, which is 14.9% of the total project costs. One half (50%) of the new real estate and sales taxes generated by the development shall be passed through to the taxing districts. In August 2022, Hobby Lobby opened for business. In 2022, the City issued Series 2022, \$4,550,000 Tax Increment Financing Notes (Osage Beach Commons Redevelopment Area). The Series 2022 notes represent special, limited obligations of the City, payable solely from the incremental sales and real estate taxes generated by Osage Beach Commons redevelopment area. The City functions as a collecting agent for the taxes, which are then passed through to the bond trustee. As the City is not liable for this debt beyond remitting all collected taxes, it is not recorded on the statement of net position as of December 31, 2023. The notes bear interest at 6 to 6.5% with final maturity on August 4, 2045. The outstanding balance at December 31, 2023 was \$4,550,000. The annual debt service repayments of the 2022 TIF notes are the combined amounts of economic activity taxes and payments in lieu of taxes collected by the special allocation fund. The notes terminate August 4, 2045, whether or not the principal and accrued interest have been paid in full.

On June 15, 2023, the City entered a TIF agreement with Lakeport Village LLC. This Redevelopment Plan includes 24 acres located on the corner of Jefferies Road and U.S. 54 interchange. The project consists of a family-friendly resort and entertainment district, expected to include amusement, restaurants, and entertainment uses, a water park, a hotel, and a parking garage. This project is currently under construction. TIF funding for projects costs will not exceed \$51,886,524 plus interest.

E. Conduit Debt

The City has issued certain conduit debt obligations for the express purpose of paying the costs of projects and to loan the proceeds from the sale of the bonds for such use and secure the payment of such bonds as provided by loan or financing agreements. The properties financed are pledged as collateral, and the bonds are payable solely from the private-sector facility. The bonds are not a debt or liability of the City and there are no additional commitments beyond the collateral and the maintenance of the tax-exempt status of the bonds. The availability of funds to pay the bonds is dependent upon the revenues generated by the projects or as otherwise agreed by the borrower and the bondholders. As of December 31, 2023, total outstanding conduit debt issued and outstanding was \$155,000,000.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
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10. INTERGOVERNMENTAL REVENUE

The City receives significant financial assistance from numerous federal, state, and local governmental agencies in the form of grants. Federal grants and assistance awards made on the basis of entitlement periods are recorded as intergovernmental receivables and revenues when entitlement occurs. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material effect on any of the financial statements or the individual fund-types included herein or on the overall financial position of the City as of December 31, 2023.

11. PENSION PLAN

Plan Description

The City, by a resolution of the Board of Aldermen, created a defined contribution, single employer, retirement plan under Internal Revenue Code Section 401 for the employees of the City. The Board of Aldermen can amend the plan at their discretion. The City appointed ICMA Retirement Corporation to administer the plan. The plan is available to all full-time employees of the City. Employees are fully vested in contributions made on their behalf after 5 years.

Plan Funding

The City contributes 6% of eligible employee wages. Employees are not required to contribute to the plan; however, effective July 1, 2019, the City provides a match of up to an additional 1% when employees contribute up to 1%. The City contributed \$342,035 to the plan for the year ended December 31, 2023.

12. OTHER POST EMPLOYMENT BENEFITS (OPEB)

General Information About the Plan

The following information is presented in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions*.

Plan Description and Benefits Provided

In addition to providing the pension benefits described in Note 11, the City provides full-time employees that retire after 10-years of service the opportunity for continuation of medical and dental insurance coverage offered through the Mid-America Regional Council Insurance Trust (MARCIT). The City provides retiree healthcare benefits through MARCIT, which is an insurance pool comprised of approximately 59 entity members. MARCIT functions as an agent multiple-employer plan.

Retirees who elect to continue coverage in the medical and dental plans offered through MARCIT are required to pay a contribution until the employee becomes eligible for Medicare. Since the retirees pay the same premium as active employees each year, the City share of any premium cost is determined on the basis of a blended rate or implicit rate subsidy calculation. The implicit rate subsidy is the difference between what the retiree actually pays, and the age adjusted amount he or she would have paid for the full cost of the benefit. The benefits and benefit levels are governed by City policy and the MARCIT trust agreement.

City of Osage Beach, Missouri
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The City maintains a trust arrangement with MARCIT to collect premiums and pay claims and administrative costs. This trust arrangement does not qualify as an “OPEB Plan” and is not treated as holding assets in order to offset GASB 75 liabilities. However, GASB requires that the “Plan” determine the valuation interest rate (or discount rate) based on expected return of the MARCIT Health and Dental Fund since it is used to pay retiree claims. The Plan is not accounted for as a trust fund since an irrevocable trust has not been established. There is no stand-alone financial report for the Plan.

Retirees Covered by Benefit Terms

At July 1, 2021, there are no benefit recipients enrolled in the Plan for the City.

Funding Policy

The City does not pay retiree benefits directly; they are paid implicitly over time through employer subsidization of active premiums that would be lower if retirees were not part of the experience group.

Annual OPEB Costs and Total OPEB Liability

The City’s total OPEB liability was measured as of December 31, 2022, and the total OPEB liability was determined by an actuarial valuation as of July 1, 2021.

Actuarial Assumptions

The total OPEB liability in the July 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Discount rate	4.18% as of the measurement date; 2.04% for the prior year
Medical/Rx cost trend (and retiree contribution trend)	7.50% for 2022 fiscal year, decreasing by .25% through 2023 and .25% per year to an ultimate rate of 4.50% for 2034 and later years
Salary scale	4.0% per year

Mortality rates were based on the Society of Actuaries Pub-2010 Public Retirement Plans Headcount-Weighted General and Public Safety Mortality Tables using Scale MP-2021 Full Generational Improvement.

In order to determine the municipal bond rate, the actuarial valuation uses the average of the published yields from the S&P Municipal Bond 20-year High Grade and the Fidelity GO AA-20 Years indexes. The selected average rates are 2.04% and 4.18% as of the beginning and end of the valuation year, respectively.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

Change in the Total OPEB Liability

	Total OPEB Liability
Beginning of year	\$ 145,077
Changes for the year:	
Service costs	14,406
Interest	3,253
Difference between actual and expected experience	7,299
Changes in assumptions and other inputs	(30,739)
Net changes	(5,781)
End of year	\$ 139,296

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB Liability of the City, calculated using the discount rate of 4.18%, as well as what the City's Total OPEB Liability would be using a discount rate that is 1 percentage point lower (3.18%) or one percentage point higher (5.18%) than the current rate.

	1% Decrease 3.18%	Discount Rate 4.18%	1% Increase 5.18%
Total OPEB Liability	\$ 152,936	\$ 139,296	\$ 126,908

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the Total OPEB Liability of the City, calculated using a valued based healthcare cost trend assumption, as well as what the City's Total OPEB Liability would be using a healthcare cost rate that is 1 percentage point lower or one percentage point higher than the current rate.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	\$ 121,292	\$ 139,296	\$ 160,787

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

For the year ended December 31, 2023, the City recognized OPEB expense of \$7,897. The City reported deferred outflows and (inflows) related to OPEB from the following sources:

	Deferred Outflow of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 45,616	\$ (123,690)
Changes in assumptions	47,316	(89,271)
Total	<u>\$ 92,932</u>	<u>\$ (212,961)</u>

Amounts reported as deferred outflows (inflows) of resources related to OPEB will be recognized as a reduction of OPEB expense as follows:

Year Ending	Amount
2024	\$ (9,762)
2025	(9,762)
2026	(9,762)
2027	(9,762)
2028	(9,762)
2029 Thereafter	(71,219)
Total	<u>\$ (120,029)</u>

The following table summarizes the City's OPEB reporting:

	Total OPEB Liability	Deferred Outflow of Resources	Deferred Inflows of Resources
Governmental activities: **	\$ 116,770	\$ 61,023	\$ 149,760
Business-type activities:	22,526	31,909	63,201
Total	<u>\$ 139,296</u>	<u>\$ 92,932</u>	<u>\$ 212,961</u>

** OPEB liability generally liquidated by the General Fund

13. JOINT VENTURE

On August 5, 1981, the City agreed to a joint partnership with City of Lake Ozark of a Sewage Treatment Plant (STP). The Board administering the STP consists of eight members, four from each city. Amounts to be billed to each city are based upon usage billed at identical rate structures. Costs of operation and maintenance are split proportionately between the two cities. For the year ended December 31, 2023, the City paid \$492,076 for its share of STP expenses. A separate audit is performed on this entity, and a copy may be reviewed at the City of Lake Ozark or City of Osage Beach City Hall.

City of Osage Beach, Missouri
Notes to the Basic Financial Statements
December 31, 2023

14. TAX ABATEMENTS

Pursuant to the Real Property Tax Increment Allocation Act, Sections 99.800 through 99.865, RSMo, as amended (the TIF Act), cities and counties (governments) may adopt a redevelopment plan (TIF plan) that provides for the redevelopment of a “blighted area,” “conservation area” or “economic development area” located within the boundaries of the government to encourage increased property valuations. The Osage Beach Tax Increment Financing District (TIF District), a component unit of the City, recommends the designation of blighted areas, the redevelopment plan, and the developer, and the City has final approval. All of the TIF plans approved to date have been for the development of retail centers in blighted areas within the City by approved developers.

In general, once approved, the City enters into a development contract with the developer covering the development project, including ad valorem taxes, property tax abatements, and sales taxes. There are no provisions for recapture since the taxes abated are for property development and used to fund the project and service debt. Under these contracts, the governments in the TIF District grant two types of tax abatements:

- Sales tax abatements of 50 percent of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts and which are generated by economic activities within the areas of the TIF over the amount generated in the year before the TIF plan was adopted. The City sales taxes abated under the agreements totaled \$341,567 in 2023.
- Property tax abatements attributable to the increase in assessed value of the property of property in the TIF district over the assessed value of the property before the development. The City property taxes abated under the agreements totaled \$92,612 in 2023.

15. SUBSEQUENT EVENTS

Events that have occurred subsequent to December 31, 2023, have been evaluated through June 26, 2024, which is the date the financial statements were available to be issued. No subsequent events were identified that required adjustment to or disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended December 31, 2023

				Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Taxes				
Sales	\$ 6,300,000	\$ 6,300,000	\$ 6,023,554	\$ (276,446)
Franchise	1,016,500	1,016,500	1,051,837	35,337
Charges for services	679,000	679,000	630,000	(49,000)
Licenses, fines, permits and fees	599,920	599,920	780,369	180,449
Intergovernmental	17,950	145,654	121,019	(24,635)
Interest	60,000	60,000	240,532	180,532
Rental income	79,000	79,000	69,265	(9,735)
Contributions	6,000	6,000	7,350	1,350
Miscellaneous	70,050	70,050	106,796	36,746
Total Revenues	<u>8,828,420</u>	<u>8,956,124</u>	<u>9,030,722</u>	<u>74,598</u>
Expenditures:				
Current:				
General government	2,693,885	2,882,541	2,665,398	217,143
Public safety	4,031,328	4,037,419	3,627,557	409,862
Parks and recreation	583,601	579,701	386,353	193,348
Information and technology	548,611	544,860	503,633	41,227
Capital outlay:				
Projects and equipment	2,435,465	2,512,011	1,232,070	1,279,941
Total Expenditures	<u>10,292,890</u>	<u>10,556,532</u>	<u>8,415,011</u>	<u>2,141,521</u>
Excess of Revenues Over (Under) Expenditures	(1,464,470)	(1,600,408)	615,711	2,216,119
Other financing sources (uses):				
Transfers in	326,000	326,000	21,000	(305,000)
Transfers out	(1,330,904)	(1,330,904)	(380,000)	950,904
Insurance proceeds	-	-	38,946	38,946
Sale of capital assets proceeds	28,200	28,200	51,262	23,062
Total Other Financing Sources (Uses)	<u>(976,704)</u>	<u>(976,704)</u>	<u>(268,792)</u>	<u>707,912</u>
Net change in fund balances	(2,441,174)	(2,577,112)	346,919	2,924,031
Fund balances, beginning of year	<u>4,890,110</u>	<u>4,890,110</u>	<u>4,890,110</u>	<u>-</u>
Fund balances, end of year	<u>\$ 2,448,936</u>	<u>\$ 2,312,998</u>	<u>\$ 5,237,029</u>	<u>\$ 2,924,031</u>

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Transportation Sales Tax Fund
For the Year Ended December 31, 2023

	<u>Original</u>	<u>Final</u>		Variance with
	Budget	Budget	Actual	Final Budget
				Positive
				(Negative)
Revenues:				
Taxes				
Sales	\$ 3,150,000	\$ 3,150,000	\$ 2,943,054	\$ (206,946)
Motor vehicle fuel and license	209,000	209,000	236,674	27,674
County road	74,000	74,000	75,958	1,958
Licenses, fines, permits and fees	1,000	1,000	858	(142)
Intergovernmental	2,091,759	2,091,759	399,555	(1,692,204)
Interest	50,000	50,000	272,308	222,308
Miscellaneous	15,500	15,500	17,181	1,681
Total Revenues	<u>5,591,259</u>	<u>5,591,259</u>	<u>3,945,588</u>	<u>(1,645,671)</u>
Expenditures:				
Current:				
Streets and highways	1,611,101	1,719,533	1,324,844	394,689
Capital outlay:				
Streets and highways	5,046,314	4,875,777	1,842,244	3,033,533
Total Expenditures	<u>6,657,415</u>	<u>6,595,310</u>	<u>3,167,088</u>	<u>3,428,222</u>
Excess of Revenues Over				
(Under) Expenditures	(1,066,156)	(1,004,051)	778,500	1,782,551
Other financing sources (uses):				
Transfers out	(190,000)	(215,000)	(215,000)	-
Sale of capital assets proceeds	35,900	35,900	18,838	(17,062)
Total Other Financing Sources (Uses)	<u>(154,100)</u>	<u>(179,100)</u>	<u>(196,162)</u>	<u>(17,062)</u>
Net change in fund balances	(1,220,256)	(1,183,151)	582,338	1,765,489
Fund balances, beginning of year	<u>6,059,835</u>	<u>6,059,835</u>	<u>6,059,835</u>	<u>-</u>
Fund balances, end of year	<u>\$ 4,839,579</u>	<u>\$ 4,876,684</u>	<u>\$ 6,642,173</u>	<u>\$ 1,765,489</u>

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Capital Improvement Sales Tax Fund
For the Year Ended December 31, 2023

	<u>Original</u>	<u>Final</u>		Variance with
	Budget	Budget	Actual	Final Budget
				Positive
				(Negative)
Revenues:				
Taxes				
Sales	\$ 3,150,000	\$ 3,150,000	\$ 2,942,910	\$ (207,090)
Interest	7,000	7,000	115,467	108,467
Total Revenues	<u>3,157,000</u>	<u>3,157,000</u>	<u>3,058,377</u>	<u>(98,623)</u>
Expenditures:				
Current:				
Capital improvements	<u>90,900</u>	<u>90,900</u>	<u>85,391</u>	<u>5,509</u>
Total Expenditures	<u>90,900</u>	<u>90,900</u>	<u>85,391</u>	<u>5,509</u>
Excess of Revenues Over				
(Under) Expenditures	3,066,100	3,066,100	2,972,986	(93,114)
Other financing sources (uses):				
Transfers out	<u>(3,626,000)</u>	<u>(3,626,000)</u>	<u>(3,321,000)</u>	<u>305,000</u>
Total Other Financing Sources (Uses)	<u>(3,626,000)</u>	<u>(3,626,000)</u>	<u>(3,321,000)</u>	<u>305,000</u>
Net change in fund balances	(559,900)	(559,900)	(348,014)	211,886
Fund balances, beginning of year	<u>3,332,270</u>	<u>3,332,270</u>	<u>3,332,270</u>	<u>-</u>
Fund balances, end of year	<u>\$ 2,772,370</u>	<u>\$ 2,772,370</u>	<u>\$ 2,984,256</u>	<u>\$ 211,886</u>

CITY OF OSAGE BEACH
Required Supplementary Information
Notes to the Budgetary Comparison Schedules
For the Year Ended December 31, 2023

Budgetary Information

The City's policy is to prepare the operating budgets in accordance with U.S. generally accepted accounting principles. The City prepared budgets for all governmental fund types for the year ended December 31, 2023.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1) Prior to January 1, the City Administrator submits to the Board of Aldermen a proposed operating budget for the fiscal period commencing January 1. The operating budget includes proposed expenditures and the means of financing them.
- 2) The City utilizes multiple public budget workshops that the public is invited to attend and make comments. The proposed budget is available for public inspection prior to the budget workshops.
- 3) Prior to December 31, the budget is legally enacted through passage of an ordinance.
- 4) The City Administrator is authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total expenditures of any fund must be approved by the Board of Aldermen.
- 5) All appropriations lapse at year-end.

The primary basis of budgetary control is at the fund level. The budget was amended during the year.

CITY OF OSAGE BEACH
Required Supplementary Information
Schedule of Changes in Total OPEB Liability
and Related Ratios*

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability						
Service costs	\$ 14,406	\$ 17,088	\$ 13,878	\$ 21,831	\$ 25,801	\$ 21,414
Interest	3,253	4,802	6,170	10,246	9,637	8,865
Changes in benefit terms	-	-	-	(47,896)	(41,089)	-
Difference between actual and expected	7,299	(69,714)	44,154	(87,184)	6,281	-
Changes in assumptions	(30,739)	(35,007)	(26,843)	40,410	(14,699)	29,473
Contributions - employer	-	-	(2,500)	(1,900)	(2,000)	(1,000)
Net changes in total OPEB liability	(5,781)	(82,831)	34,859	(64,493)	(16,069)	58,752
Total OPEB liability - beginning of year	145,077	227,908	193,049	257,542	273,611	214,859
Total OPEB liability - end of year	<u>\$ 139,296</u>	<u>\$ 145,077</u>	<u>\$ 227,908</u>	<u>\$ 193,049</u>	<u>\$ 257,542</u>	<u>\$ 273,611</u>
Covered employee payroll**	\$ 3,676,607	\$ 3,676,607	\$ 4,280,151	\$ 4,280,151	\$ 4,162,388	\$ 4,162,388
OPEB liability as a percentage of covered payroll	3.79%	3.95%	5.32%	4.51%	6.19%	6.57%

* GASB 75 requires presentation of ten years. As of December 31, 2023, only six years were available.

** Covered employee payroll is annualized pay based on amounts as of July 1 of the actuarial valuation date

Notes to Schedule:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

STATISTICAL SECTION

(Unaudited)

The statistical data “relate to the physical, economic, social, and political characteristics of the City.” Its design is to provide “a broader and more complete understanding of the City and its financial affairs than is possible from the financial statements, notes, and supporting schedules presented in the Financial Section

CITY OF OSAGE BEACH, MISSOURI

TABLE 1

NET ASSETS BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental Activities:										
Net investment in capital assets	\$ 39,307,279	\$ 37,653,615	\$ 37,500,016	\$ 36,556,436	\$ 34,915,470	\$ 33,323,963	\$ 31,935,925	\$ 30,744,058	\$ 30,211,999	\$ 30,530,015
Restricted	6,010,852	6,931,150	6,502,607	6,927,365	6,476,810	6,468,528	6,956,620	8,511,485	9,392,105	9,607,272
Unrestricted	3,530,536	3,231,106	3,113,136	2,371,532	2,497,536	2,657,049	2,661,303	3,905,242	4,465,738	4,814,494
Total governmental activities net assets	<u>\$ 48,848,667</u>	<u>\$ 47,815,871</u>	<u>\$ 47,115,759</u>	<u>\$ 45,855,333</u>	<u>\$ 43,889,816</u>	<u>\$ 42,449,540</u>	<u>\$ 41,553,848</u>	<u>\$ 43,160,785</u>	<u>\$ 44,069,842</u>	<u>\$ 44,951,781</u>
Business-type activities:										
Net investment in capital assets	\$ 35,337,942	\$ 36,016,361	\$ 36,440,536	\$ 38,703,040	\$ 39,492,176	\$ 41,716,841	\$ 42,824,908	\$ 46,176,263	\$ 50,541,215	\$ 51,109,103
Restricted	2,895,805	2,945,442	3,004,278	3,211,266	3,256,225	4,049,043	3,737,033	4,347,991	985,850	1,222,319
Unrestricted	5,791,462	5,448,395	5,415,198	4,989,257	5,493,317	4,427,973	4,567,715	3,422,668	6,349,804	8,037,790
Total business-type activities net assets	<u>\$ 44,025,209</u>	<u>\$ 44,410,198</u>	<u>\$ 44,860,012</u>	<u>\$ 46,903,563</u>	<u>\$ 48,241,718</u>	<u>\$ 50,193,857</u>	<u>\$ 51,129,656</u>	<u>\$ 53,946,922</u>	<u>\$ 57,876,869</u>	<u>\$ 60,369,212</u>
Primary government:										
Net investment in capital assets	\$ 74,645,221	\$ 73,669,976	\$ 73,940,552	\$ 75,259,476	\$ 74,407,646	\$ 75,040,804	\$ 74,760,833	\$ 76,920,321	\$ 80,753,214	\$ 81,639,118
Restricted	8,906,657	9,876,592	9,506,885	10,138,631	9,733,035	10,517,571	10,693,653	12,859,476	10,377,955	10,829,591
Unrestricted	9,321,998	8,679,501	8,528,334	7,360,789	7,990,853	7,085,022	7,229,018	7,327,910	10,815,542	12,852,284
Total primary government net assets	<u>\$ 92,873,876</u>	<u>\$ 92,226,069</u>	<u>\$ 91,975,771</u>	<u>\$ 92,758,896</u>	<u>\$ 92,131,534</u>	<u>\$ 92,643,397</u>	<u>\$ 92,683,504</u>	<u>\$ 97,107,707</u>	<u>\$ 101,946,711</u>	<u>\$ 105,320,993</u>

CITY OF OSAGE BEACH, MISSOURI

TABLE 2

CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental Activities:										
General government	\$ 2,652,546	\$ 2,780,408	\$ 2,908,660	\$ 2,986,937	\$ 2,934,961	\$ 3,046,105	\$ 3,260,006	\$ 2,840,042	\$ 2,684,719	\$ 2,958,500
Public Safety	2,978,236	3,052,006	3,143,046	3,081,476	3,141,925	3,151,724	3,135,205	3,107,327	3,585,603	3,812,660
Park and Recreation	529,212	494,456	610,252	614,335	669,858	703,750	678,970	688,281	796,884	677,809
Information Technology	328,665	429,671	381,851	527,030	492,477	497,578	414,131	385,592	459,953	503,744
Streets and Highways	3,613,537	3,354,035	3,536,724	3,679,606	4,296,076	4,462,090	4,294,964	3,794,342	3,344,376	3,819,129
Interest on Long-term debt	-	-	-	-	-	-	4,624	2,178	207	11,352
Total governmental activities expenses	10,102,196	10,110,576	10,580,533	10,889,384	11,535,297	11,861,247	11,787,900	10,817,762	10,871,742	11,783,194
Business-type activities:										
Water/Sewer	6,005,376	6,510,125	6,684,891	6,452,884	6,020,462	6,195,699	5,575,081	6,120,253	6,591,431	7,454,977
Ambulance	550,425	559,263	599,568	585,358	584,394	565,495	601,478	643,214	743,502	821,644
Airports	1,152,138	1,136,262	1,217,135	1,147,180	1,555,938	1,343,250	1,256,281	1,669,285	1,960,323	1,822,650
Total business-type activities expenses	7,707,939	8,205,650	8,501,594	8,185,422	8,160,794	8,104,444	7,432,840	8,432,752	9,295,256	10,099,271
Total primary government expenses	\$ 17,810,135	\$ 18,316,226	\$ 19,082,127	\$ 19,074,806	\$ 19,696,091	\$ 19,965,691	\$ 19,220,740	\$ 19,250,514	\$ 20,166,998	\$ 21,882,465
Program Revenues										
Governmental Activities:										
Charges for services:										
General Government	\$ 387,775	\$ 408,614	\$ 459,750	\$ 541,529	\$ 587,451	\$ 542,430	\$ 953,868	\$ 1,039,948	\$ 668,658	\$ 1,012,645
Public Safety	243,122	252,439	210,874	203,491	200,900	217,882	193,810	173,849	121,920	226,417
Parks and Recreation	7,122	18,650	32,749	33,735	40,009	69,266	80,520	95,815	87,030	35,165
Streets and Highways	-	-	-	-	-	90	-	-	-	-
Operating grants and contributions	10,588	21,004	25,322	54,362	21,630	40,474	140,274	141,558	469,083	527,924
Capital grants and contributions	663,157	177,439	709,092	362,027	297,555	467,738	-	-	-	623,500
Total governmental activities program revenues	1,311,764	878,146	1,437,787	1,195,144	1,147,545	1,337,880	1,368,472	1,451,170	1,346,691	2,425,651
Business-type activities:										
Charges for services:										
Water/Sewer	4,040,992	3,926,031	4,202,405	4,341,405	4,440,524	4,608,839	4,452,533	4,684,582	4,728,857	6,272,814
Ambulance	213,254	221,469	235,158	253,263	278,392	287,692	297,860	344,730	362,817	376,356
Airports	921,421	935,702	899,751	863,039	1,029,284	1,015,032	934,777	1,342,163	1,567,675	1,329,581
Operating grants and contributions	661,112	622,627	537,637	487,820	428,331	365,840	406,287	282,778	160,083	88,839
Capital grants and contributions	706,897	372,655	622,107	1,782,273	582,118	1,541,717	255,137	2,181,638	2,802,171	112,147
Total business-type activities program revenues	6,543,676	6,078,484	6,497,058	7,727,800	6,758,649	7,819,120	6,346,594	8,835,891	9,621,603	8,179,737
Total primary government program revenues	\$ 7,855,440	\$ 6,956,630	\$ 7,934,845	\$ 8,922,944	\$ 7,906,194	\$ 9,157,000	\$ 7,715,066	\$ 10,287,061	\$ 10,968,294	\$ 10,605,388

CITY OF OSAGE BEACH, MISSOURI

TABLE 2

CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (expense)/revenue										
Governmental activities	\$ (8,790,432)	\$ (9,232,430)	\$ (9,142,746)	\$ (9,694,240)	\$ (10,387,752)	\$ (10,523,367)	\$ (10,419,428)	\$ (9,366,592)	\$ (9,525,051)	\$ (9,357,543)
Business-type activities	(1,164,263)	(2,127,166)	(2,004,536)	(457,622)	(1,402,145)	(285,324)	(1,086,246)	403,139	326,347	(1,919,534)
Total primary government net expenses	\$ (9,954,695)	\$ (11,359,596)	\$ (11,147,282)	\$ (10,151,862)	\$ (11,789,897)	\$ (10,808,691)	\$ (11,505,674)	\$ (8,963,453)	\$ (9,198,704)	\$ (11,277,077)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes										
County road taxes	\$ 67,902	\$ 69,887	\$ 70,833	\$ 70,477	\$ 70,470	\$ 70,500	\$ 72,584	\$ 59,833	\$ 70,898	\$ 75,958
Sales taxes	9,065,925	9,157,986	9,424,674	9,428,003	9,476,784	9,518,981	10,012,688	11,904,761	12,200,262	11,909,517
Franchise taxes	952,678	993,059	943,737	938,888	1,063,470	982,803	869,076	908,936	968,780	1,051,837
Motor vehicle fuel & license	164,069	170,674	172,097	175,551	175,814	177,206	170,788	186,570	205,648	236,674
Unrestricted investment earnings	36,444	22,338	38,010	55,480	112,734	182,526	131,373	53,446	190,697	628,307
Other income	63,338	156,215	118,731	168,335	99,593	162,075	126,227	156,983	157,823	232,189
Gain (loss) on sale of capital assets	85,639	14,475	10,052	28,080	2,861	-	-	-	-	-
Transfers	(2,355,000)	(2,385,000)	(2,335,500)	(2,431,000)	(2,602,000)	(2,011,000)	(1,859,000)	(2,297,000)	(3,360,000)	(3,895,000)
Total governmental activities	8,080,995	8,199,634	8,442,634	8,433,814	8,399,726	9,083,091	9,523,736	10,973,529	10,434,108	10,239,482
Business-type activities										
Unrestricted investment earnings	32,889	20,061	28,409	55,940	120,127	170,154	95,217	26,960	71,863	324,697
Other income	13,620	51,013	87,415	12,174	27,610	56,309	67,828	90,167	171,737	76,981
Gain (loss) on sale of capital assets	8,900	56,081	3,026	2,059	2,487	-	-	-	-	115,199
Transfers	2,355,000	2,385,000	2,335,500	2,431,000	2,602,000	2,011,000	1,859,000	2,297,000	3,360,000	3,895,000
Total business-type activities	2,410,409	2,512,155	2,454,350	2,501,173	2,752,224	2,237,463	2,022,045	2,414,127	3,603,600	4,411,877
Total primary government	\$ 10,491,404	\$ 10,711,789	\$ 10,896,984	\$ 10,934,987	\$ 11,151,950	\$ 11,320,554	\$ 11,545,781	\$ 13,387,656	\$ 14,037,708	\$ 14,651,359
Change in net position										
Governmental activities	\$ (709,437)	\$ (1,032,796)	\$ (700,112)	\$ (1,260,426)	\$ (1,988,026)	\$ (1,440,276)	\$ (895,692)	\$ 1,606,937	\$ 909,057	\$ 881,939
Business-type activities	1,246,146	384,989	449,814	2,043,551	1,350,079	1,952,139	935,799	2,817,266	3,929,947	2,492,343
Total primary government	\$ 536,709	\$ (647,807)	\$ (250,298)	\$ 783,125	\$ (637,947)	\$ 511,863	\$ 40,107	\$ 4,424,203	\$ 4,839,004	\$ 3,374,282

CITY OF OSAGE BEACH, MISSOURI

TABLE 3

**FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)**

	FISCAL YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Nonspendable	\$ 71,107	\$ 95,007	\$ 134,056	\$ 140,773	\$ 188,793	\$ 189,502	\$ 189,270	\$ 203,163	\$ 209,867	\$ 244,143
Unassigned	3,274,396	3,295,348	3,116,070	2,496,023	2,613,199	2,672,073	2,848,993	4,097,033	4,680,243	4,992,886
Total General Fund	3,345,503	3,390,355	3,250,126	2,636,796	2,801,992	2,861,575	3,038,263	4,300,196	4,890,110	5,237,029
All Other Governmental Funds										
Nonspendable	5,726	6,548	30,811	18,243	39,691	24,051	22,657	19,591	20,235	19,157
Restricted	6,010,852	6,931,150	6,502,607	6,927,365	6,488,943	6,468,528	6,938,297	8,494,072	9,371,870	9,607,272
Unassigned	-	-	-	-	(58,000)	-	-	-	-	-
Total all other governmental funds	6,016,578	6,937,698	6,533,418	6,945,608	6,470,634	6,492,579	6,960,954	8,513,663	9,392,105	9,626,429
Total governmental funds	\$ 9,362,081	\$ 10,328,053	\$ 9,783,544	\$ 9,582,404	\$ 9,272,626	\$ 9,354,154	\$ 9,999,217	\$ 12,813,859	\$ 14,282,215	\$ 14,863,458

CITY OF OSAGE BEACH, MISSOURI

TABLE 4

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	FISCAL YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues										
Taxes	\$ 10,250,574	\$ 10,391,606	\$ 10,611,341	\$ 10,612,919	\$ 10,798,671	\$ 10,749,490	\$ 11,125,136	\$ 13,060,100	\$ 13,445,588	\$ 13,273,987
Licenses, fines, permits	443,419	467,703	431,873	488,755	513,760	529,668	460,199	637,613	427,107	781,227
Intergovernmental	322,940	522,477	690,410	528,690	317,141	440,347	194,590	134,699	460,013	520,574
Interest	36,444	22,338	38,010	55,480	112,734	182,526	131,375	53,446	190,697	628,307
Rental income									73,315	69,265
Contributions					2,044	10,569	2,980	6,859	3,570	7,350
Charges for services	194,600	212,000	271,500	290,000	314,600	300,000	768,000	672,000	720,500	630,000
Miscellaneous	63,338	162,765	133,939	174,545	99,593	162,075	126,224	156,982	90,009	123,977
Total Revenues	11,311,315	11,778,889	12,177,073	12,150,389	12,158,543	12,374,675	12,808,504	14,721,699	15,410,799	16,034,687
Expenditures										
General Government	2,397,258	2,457,995	2,314,939	2,433,501	2,318,283	2,433,719	2,999,207	2,613,417	2,440,995	2,658,500
Public Safety	2,859,619	2,885,675	2,941,372	2,942,362	3,011,840	3,058,748	2,871,156	2,895,780	3,395,415	3,553,825
Park and Recreation	253,983	253,021	300,587	300,815	372,684	388,854	367,461	385,047	504,921	386,353
Information Technology	282,989	333,231	319,004	455,477	443,009	442,920	414,333	385,214	459,719	503,633
Streets and Highways	1,152,841	797,661	939,140	1,109,614	1,943,542	1,858,479	1,172,456	1,110,084	1,186,666	1,324,097
Capital outlay	1,707,908	1,716,624	3,581,775	2,710,928	1,781,789	2,087,294	2,049,056	1,585,447	2,402,871	3,159,705
Debt Service										
Interest and fees	-	-	-	-	-	-	290	4,334	2,385	11,352
Principal	-	-	-	-	-	-	216,606	212,562	217,179	70,025
Total Expenditures	8,654,598	8,444,207	10,396,817	9,952,697	9,871,147	10,270,014	10,090,565	9,191,885	10,610,151	11,667,490
Excess of revenues over(under) expenditures	2,656,717	3,334,682	1,780,256	2,197,692	2,287,396	2,104,661	2,717,939	5,529,814	4,800,648	4,367,197
Other financing sources (uses)										
Transfers in	150,000	175,000	34,000	-	-	112,566	95,566	-	-	21,000
Transfers out	(2,505,000)	(2,560,000)	(2,369,500)	(2,431,000)	(2,602,000)	(2,123,566)	(1,954,566)	(2,297,000)	(3,360,000)	(3,916,000)
Lease proceeds	-	-	-	-	-	-	643,887	-	27,708	-
Insurance proceeds	-	-	-	-	-	-	-	-	-	38,946
Sale of Capital Assets	93,844	16,290	10,735	32,168	4,826	-	-	-	-	70,100
Total other financing sources (uses)	(2,261,156)	(2,368,710)	(2,324,765)	(2,398,832)	(2,597,174)	(2,011,000)	(1,215,113)	(2,297,000)	(3,332,292)	(3,785,954)
Net Change in Fund Balance	\$ 395,561	\$ 965,972	\$ (544,509)	\$ (201,140)	\$ (309,778)	\$ 93,661	\$ 1,502,826	\$ 3,232,814	\$ 1,468,356	\$ 581,243
Debt service as a percentage of noncapital expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.70%	2.85%	2.68%	0.93%

CITY OF OSAGE BEACH, MISSOURI

TABLE 5

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN YEARS
(accrual basis of accounting)

FISCAL YEAR	COUNTY ROAD TAX	SALES TAX	FRANCHISE TAX	MOTOR VEHICLE FUEL & LICENSE TAX	TOTAL
2014	\$ 67,902	\$ 9,065,925	\$ 952,678	\$ 164,069	\$ 10,250,574
2015	\$ 69,887	\$ 9,157,986	\$ 993,059	\$ 170,674	\$ 10,391,606
2016	\$ 70,833	\$ 9,424,674	\$ 943,737	\$ 172,097	\$ 10,611,341
2017	\$ 70,477	\$ 9,428,003	\$ 938,888	\$ 175,551	\$ 10,612,919
2018	\$ 70,470	\$ 9,488,917	\$ 1,063,470	\$ 175,814	\$ 10,798,671
2019	\$ 70,500	\$ 9,518,981	\$ 982,803	\$ 177,206	\$ 10,749,490
2020	\$ 72,584	\$ 10,012,688	\$ 869,076	\$ 170,788	\$ 11,125,136
2021	\$ 59,833	\$ 11,904,761	\$ 908,936	\$ 186,570	\$ 13,060,100
2022	\$ 70,898	\$ 12,200,262	\$ 968,780	\$ 205,648	\$ 13,445,588
2023	\$ 75,958	\$ 11,909,518	\$ 1,051,837	\$ 236,674	\$ 13,273,987

CITY OF OSAGE BEACH, MISSOURI

TABLE 6

**DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN YEARS**

FISCAL YEAR	CITY DIRECT RATE	STATE SALES TAX RATE	CAMDEN COUNTY RATE	MILLER COUNTY RATE	MILLER CO. AMBULANCE RATE	TDD PREWITT RATE	TDD OSAGE STAT. RATE	TDD DIERBERGS RATE	CID ARROWHEAD RATE	CID OB COMMONS RATE
2014	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	0%	0%
2015	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	0%	0%
2016	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2017	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2018	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2019	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2020	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2021	2%	4.225%	1.25%	1.375%	0.5%	1%	0.75%	1%	1%	0%
2022	2%	4.225%	1.50%	1.375%	0.5%	1%	0.75%	1%	1%	1%
2023	2%	4.225%	1.50%	1.375%	0.5%	1%	0.75%	1%	1%	1%

Sources:

Missouri Department of Revenue and City Administrator Department.

CITY OF OSAGE BEACH, MISSOURI

TABLE 7

**RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN YEARS**

FISCAL YEAR	GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTAL PRIMARY GOVERNMENT	POPULATION	PER CAPITA	% OF PER CAPITA INCOME OF OSAGE BEACH RESIDENTS WITHIN CAMDEN CITY	% OF PER CAPITA INCOME OF OSAGE BEACH RESIDENTS WITHIN MILLER CITY
	LEASE/SBITA LIABILITY	WATER/SEWER REVENUE BONDS					
2014	\$ -	\$ 24,195,839	\$ 24,195,839	4,395	\$ 5,505	4%	4%
2015	\$ -	\$ 22,123,728	\$ 22,123,728	4,477	\$ 4,942	3%	3%
2016	\$ -	\$ 19,751,616	\$ 19,751,616	4,471	\$ 4,418	3%	3%
2017	\$ -	\$ 17,269,504	\$ 17,269,504	4,857	\$ 3,556	2%	2%
2018	\$ -	\$ 14,692,394	\$ 14,692,394	4,909	\$ 2,993	2%	2%
2019	\$ -	\$ 12,000,281	\$ 12,000,281	5,080	\$ 2,362	1%	1%
2020	\$ -	\$ 9,188,170	\$ 9,188,170	4,923	\$ 1,866	1%	1%
2021	\$ -	\$ 5,951,059	\$ 5,951,059	4,917	\$ 1,210	0%	1%
2022	\$ 373,797	\$ 3,207,606	\$ 3,581,403	4,736	\$ 756	0%	0%
2023	\$ 303,772	\$ 2,102,277	\$ 2,406,049	4,736	\$ 508	0%	0%

Notes:

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See Schedule of Demographic and Economic Statistics for personal income and population data.

Personal income and per capita personal income not available for the City of Osage Beach; county information was utilized.

Osage Beach population is in both Camden and Miller County but the exact division of population is unknown.

Population data listed is based on estimates from the U.S. Census Bureau.

As a result of implementation of GASB 87 in 2022, lease liability has been included in this table.

As a result of implementation of GASB 96 in 2023, SBITA liability has been included in this table.

CITY OF OSAGE BEACH, MISSOURI

TABLE 8

**RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN YEARS**

<u>FISCAL YEAR</u>	<u>GENERAL OBLIGATION BONDS</u>	<u>PERCENTAGE OF SALES TAX RECEIVED</u>	<u>PER CAPITA</u>
2014	\$ -	0.00%	\$ -
2015	-	0.00%	-
2016	-	0.00%	-
2017	-	0.00%	-
2018	-	0.00%	-
2019	-	0.00%	-
2020	-	0.00%	-
2021	-	0.00%	-
2022	-	0.00%	-
2023	-	0.00%	-

Note:

Details regarding the City's outstanding debt can be found in the notes to the financial statements.
See Schedule of Demographic and Economic Statistics for personal income and population data.

Sales tax received for each year is in the Governmental Activities Tax Revenue by
Source for the City. (Table 5)

CITY OF OSAGE BEACH, MISSOURI

TABLE 9

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

As of December 31, 2023

NAME OF GOVERNMENTAL UNIT	LONG-TERM DEBT	PERCENTAGE	AMOUNT
	OUTSTANDING	APPLICABLE TO CITY OF OSAGE BEACH ¹	APPLICABLE TO CITY OF OSAGE BEACH
City of Osage Beach	\$ 303,772	100%	\$ 303,772
Camdenton R-III School District	53,675,000	16%	8,588,000
School of the Osage R-II	49,915,000	4%	1,996,600
Osage Beach Fire Protection District	-	53%	-
Total direct and overlapping debt	<u>\$ 103,893,772</u>		<u>\$ 10,584,600</u>

Sources: Debt outstanding data provided by Camden County, Miller County, Camdenton School District, School of the Osage School District and the Osage Beach Fire Protection District.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Osage Beach. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and therefore responsible for repaying the debt, of each overlapping government.

¹ The percentage of overlapping debt applicable is estimated using student population of both of the school districts and land area located inside or out of the Osage Beach Fire District.

CITY OF OSAGE BEACH, MISSOURI

TABLE 10

**LEGAL DEBT MARGIN INFORMATION
LAST TEN YEARS**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Debt Limit	\$57,307,294	\$57,728,809	\$57,258,506	\$57,153,052	\$58,416,054	\$58,575,726	\$58,882,312	\$61,079,152	\$62,103,794	\$63,873,512
Total Net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	\$57,307,294	\$57,728,809	\$57,258,506	\$57,153,052	\$58,416,054	\$58,575,726	\$58,882,312	\$61,079,152	\$62,103,794	\$63,873,512
Total net debt applicable to limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2023

Total Assessed Value	\$319,367,560
Debt limit (20% of total assessed value)	63,873,512
Debt applicable to limit:	-
Legal debt margin	\$63,873,512

Under Article VI, Sections 26 (b) and 26 © of the Missouri Constitution, the City by a vote of 2/3 of the qualified electors thereof, may incur general obligation bonded indebtedness for City purposes in an amount not to exceed 10% of the assessed valuation of taxable intangible property within the City as asserted by the last complete assessment for state or county purposes. Under Section 26 (d) of said Article VI, the city may incur general obligation indebtedness not exceeding in the aggregate an additional 10% of the aforesaid assessed valuation for the purpose of acquiring rights of way, constructing and improving sanitary or storm sewer systems; and under Section 26 (e) of said article VI, additional general obligation indebtedness may be incurred for purchasing or constructing water-works electric or other light plants to be owned exclusively by the City, provided that the general obligation indebtedness of the City shall not exceed 20% of the assessed valuation.

CITY OF OSAGE BEACH, MISSOURI

TABLE 11

WATER/SEWER FUND
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

FISCAL YEAR	OPERATING REVENUE ²	DIRECT OPERATING EXPENSE ³	NET REVENUE AVAILABLE FOR DEBT SERVICE	DEBT SERVICE REQUIREMENTS			COVERAGE RATIO	CAPT. IMPROV. TRANSFER ¹
				PRINCIPAL ⁴	INTEREST	TOTAL		
2014	\$4,763,887	\$2,312,994	\$2,450,893	\$2,030,000	\$1,134,410	\$3,164,410	0.77	\$1,925,000
2015	\$4,568,719	\$2,698,936	\$1,869,783	\$2,200,000	\$1,049,403	\$3,249,403	0.58	\$1,935,000
2016	\$4,740,042	\$3,003,538	\$1,736,504	\$2,300,000	\$893,275	\$3,193,275	0.54	\$1,935,000
2017	\$4,829,225	\$2,883,252	\$1,945,973	\$2,410,000	\$786,633	\$3,196,633	0.61	\$1,935,000
2018	\$4,868,855	\$2,581,076	\$2,287,779	\$2,505,000	\$656,049	\$3,161,049	0.72	\$2,200,000
2019	\$4,974,679	\$2,909,989	\$2,064,690	\$2,620,000	\$519,658	\$3,139,658	0.66	\$1,400,000
2020	\$4,754,962	\$2,498,868	\$2,256,094	\$2,740,000	\$442,611	\$3,182,611	0.71	\$1,400,000
2021	\$4,958,360	\$3,117,149	\$1,841,211	\$3,165,000	\$273,478	\$3,438,478	0.54	\$1,925,000
2022	\$4,728,857	\$3,653,006	\$1,075,851	\$2,700,000	\$206,068	\$2,906,068	0.37	\$2,415,000
2023	\$6,272,814	\$4,466,153	\$1,806,661	\$1,327,500	\$113,097	\$1,440,597	1.25	\$3,300,000

¹ The Water/Sewer Fund Deficit is subsidized by Capital Improvement Fund transfers.

² Operating Revenue includes investment income & DNR interest subsidy.

³ Excludes depreciation expense.

⁴ Principal balance found in notes to the financial statements, Long-Term Debt

CITY OF OSAGE BEACH, MISSOURI

TABLE 12

DEMOGRAPHIC STATISTICS
LAST TEN YEARS

FISCAL YEAR	Population ¹	Personal Income ² of Osage Beach Residents within Camden County*	Personal Income ² of Osage Beach Residents within Miller County *	Per Capita Personal Income ² Camden County	Per Capita Personal Income ² Miller County	Unemployment Rate ³ Camden County	Unemployment Rate ³ Miller County
2014	4,395	153,059	143,426	34,826	32,634	8.3%	7.8%
2015	4,477	163,648	151,846	36,553	33,917	6.7%	6.1%
2016	4,471	165,025	151,461	36,910	33,876	5.9%	5.2%
2017	4,857	188,309	168,705	38,771	34,734	4.8%	4.4%
2018	4,909	195,571	178,745	39,839	36,412	4.3%	3.7%
2019	5,080	212,660	190,442	41,862	37,489	4.5%	3.8%
2020	4,923	226,603	202,309	46,029	41,095	7.1%	6.2%
2021	4,917	265,891	212,878	54,076	43,294	4.8%	3.9%
2022	4,736	236,616	205,509	49,961	43,393	3.3%	2.6%
2023	4,736	236,616	205,509	49,961	43,393	3.8%	3.2%

Sources:

¹U.S. Census Bureau (estimates updated July 1st of each year)

² U.S. Bureau of Economic Analysis

³ U.S. Bureau of Labor Statistics (percentage calculated on an annual average)
Reflects revised inputs, estimations, and new statewide controls

Notes:

* Denotes numbers expressed in thousands

Personal income and per capita personal income not available for Osage Beach so county information was utilized.

Osage Beach population is in both Camden and Miller Counties but the exact division of population is unknown.

Population data listed is based on estimates from the U.S. Census Bureau.

CITY OF OSAGE BEACH, MISSOURI

TABLE 13

**PRINCIPAL EMPLOYERS
CURRENT AND NINE YEARS AGO**

<u>Employer</u>	<u>2023</u>			<u>2014</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>
¹ Lake Regional Health System	1396	1	29.48%	1100	2	25.03%
² Camdenton R-III School District	715	2	15.10%	677	3	15.40%
Hy-Vee	344	3	7.26%	435	5	9.90%
³ Margaritaville Resort (previously Tan-Tar-A)	330	4	6.97%	560	4	12.74%
² School of the Osage R-II School District	316	5	6.67%	250	7	5.69%
Wal-Mart Supercenter	239	6	5.05%	430	6	9.78%
City of Osage Beach	125	7	2.64%			0.00%
Dierbergs	123	8	2.60%			0.00%
⁴ Central Bank of Lake of the Ozarks	118	9	2.49%	165	8	3.75%
Target	107	10	2.26%	150	10	3.41%
⁵ Osage Beach Outlet Marketplace				800-1200	1	27.30%
Lowe's Home Improvement				152	9	3.46%

Sources:

Lake of the Ozarks Council of Local Governments and employer representatives

Notes:

All numbers include both full time and part time employment.

¹Employee totals represent the hospital and clinics which include some clinics outside Osage Beach city limits.

²Employee totals represent entire School District which includes some schools outside Osage Beach city limits.

³Employer is not located within Osage Beach city limits.

⁴Employee totals represent all Central Bank locations of which three locations are within Osage Beach city limits.

⁵Employee totals are estimates comprised from the various stores within the mall.

CITY OF OSAGE BEACH, MISSOURI

TABLE 14

**FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS**

Function/Program	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Government										
City Administrator	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
City Clerk ¹	3.00	3.00	3.00	4.00	3.00	3.00	2.00	1.50	1.50	1.50
City Treasurer ¹	4.00	4.00	4.00	4.00	5.00	5.00	5.00	4.50	4.00	4.00
Municipal Court	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspection ¹	3.00	3.00	2.50	3.50	3.50	3.50	3.50	2.50	3.50	3.50
Building Maintenance ³	0.00	0.00	0.50	0.73	0.73	0.73	0.73	0.73	0.73	0.73
Parks & Recreation	3.00	3.00	4.00	5.96	5.23	5.46	5.73	5.73	6.00	6.00
Human Resources ¹	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.50	1.50
Planning Department ¹	2.00	2.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Information Technology	2.00	2.00	2.50	3.00	3.00	3.00	1.00	1.00	1.00	1.00
Engineering Department ²	0.00	0.00	0.00	0.00	0.00	0.00	6.00	3.25	1.00	1.00
Economic Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
Police										
Law Enforcement	30.00	30.00	30.00	30.46	28.73	28.00	29.00	28.00	28.00	30.00
911 Center	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Public Works²										
Transportation ¹	10.00	10.00	10.00	11.00	10.83	11.80	10.00	8.77	8.31	8.24
Water ¹	7.00	7.00	7.00	8.00	7.83	7.83	7.04	6.08	6.33	6.49
Sewer ¹	10.00	10.00	10.00	10.50	10.33	10.34	9.31	9.08	11.32	14.50
Ambulance	6.00	7.00	8.00	7.95	7.95	7.95	7.95	7.63	7.95	7.63
Airport										
Lee C. Fine ¹	3.60	3.60	3.60	4.33	4.33	4.33	4.33	4.33	4.67	4.33
Grand Glaize ¹	2.40	2.40	2.40	3.13	3.13	3.13	3.13	3.13	3.46	3.13
Total	103.00	104.00	106.00	115.06	112.09	112.57	113.22	104.73	107.77	112.05

Source: Annual Budget

Notes:

¹Some employees' wages are split between different departments.

²In 2014, the City integrated the Engineering Department into Public Works.

In 2020, the Engineering Department was separated back out from Public Works.

In 2022, the City dissolved the Engineering Dept. and began contracting out Engineering Services.

³In 2016, a part-time Building Maintenance position was added.

CITY OF OSAGE BEACH, MISSOURI

TABLE 15

OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Police										
Incident Reports	1,660	1,832	1,851	1,752	1,554	1,615	1,382	1,462	1,518	1,412
Traffic Violations	1,856	2,145	1,975	1,968	1,748	1,612	996	768	1,036	1,086
Traffic Warnings	2,099	2,307	2,348	2,547	2,349	2,019	1,452	1,104	2,027	3,220
911 Center										
Number of Calls Answered ¹	21,458	20,859	21,463	44,459	42,913	40,640	37,678	36,232	33,667	27,423
Ambulance										
Calls for service	777	1,000	995	1,024	1,014	1,102	1,057	1,260	1,300	1,256
Building										
Permits										
Residential	77	70	49	75	80	99	100	95	88	192
Commercial	73	71	76	81	86	92	52	94	78	96
Licensing										
Business License	659	635	628	625	631	642	556	550	597	576
Contractor License	514	470	401	419	424	459	583	706	704	506
Liquor License	77	74	69	67	73	85	68	70	75	63
Water										
Total Water Sold (thousands of gallons)	318,395	314,987	333,138	330,431	340,449	316,777	328,740	344,138	344,543	373,931
Wastewater										
Average Daily Sewage Treatment (thousands of gallons)	1,176	1,320	1,304	1,358	1,364	1,381	1,278	1,105	1,064	956
Airports										
Lee C. Fine Airport										
Number of Take Offs & Landings	4,522	5,023	4,863	4,971	5,138	5,261	5,633	6,622	5,393	5,410
Grand Glaize Airport										
Number of Take Offs & Landings	2,129	2,431	2,768	3,130	2,726	3,029	2,912	3,483	3,190	3,018
Recycling										
Waste Oil (gallons)	634	1,029	2,427	863	1,330	2,618	2,239	2,752	1,528	2,869
White Goods (pounds) ²	5,168	5,620	7,860	9,080	2,740	2,800	-	-	-	-

Sources: Various City Government Departments

Notes:

¹Number of Calls represents both emergency and non-emergency calls. In 2005, the Osage Beach 911 Center was extended to include calls for Lake Ozark Fire & Ambulance. Due to contract expiration in early 2016, Osage Beach 911 ceased taking calls for Lake Ozark Fire & Ambulance.

²White Goods Recycling was stopped in 2020 due to the COVID-19 pandemic and has not been reinstated to date.

CITY OF OSAGE BEACH, MISSOURI

TABLE 16

CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	21	21	22	22	22	21	21	18	17	17
Ambulance Protection:										
Number of Vehicles	2	2	2	2	2	2	2	2	2	2
Highways and Streets										
Miles of Streets ¹	44.65	45.45	45.92	45.92	45.92	46.20	46.20	113.37	113.49	122.50
Miles of Sidewalks ²	7.33	7.33	8.83	9.59	9.59	9.79	10.70	10.89	20.43	20.51
Number of Street Lights	638	640	640	671	671	675	689	689	703	724
Parks and Recreation										
Park Acreage	106	106	106	106	106	106	106	106	106	106
Number of Parks	2	2	2	2	2	2	2	2	2	2
Water										
Water Mains (linear miles) ³	246.84	248.15	249.00	249.00	249.00	249.21	249.41	249.41	93.79	93.03
Fire Hydrants	983	994	994	994	994	998	999	999	1000	1004
Wells	10	10	7	7	7	7	8	8	7	7
Water Towers	4	4	4	4	4	4	4	4	4	4
Sewer										
Sewer Lines (linear miles) ⁴	150.95	151.94	152.02	152.39	152.96	153.01	153.01	152.90	166.20	141.01
Pump Stations ⁵	1,229	1,239	1,242	1,237	1,240	1,242	1,254	1,262	1,306	1,316

Sources: Various City Government Departments

Notes:

Due to advancements in technology, software, and staffing, various audits were performed (starting in FY2021 and ongoing) that resulted in adjusted statistics.

¹Starting in FY2021, began calculating lane miles versus linear miles.²Starting in FY2022, began calculating both asphalt and concrete pedestrian pathways versus just concrete.³Starting in FY2022, began calculating only water mains 6" or greater.⁴Starting in FY2022, began calculating both gravity and pressure lines.⁵Starting in FY2022, began calculating both grinder and lift stations.

City of Osage Beach, Missouri

**Required Communications
and Compliance Report**

For the Year Ended December 31, 2023

City of Osage Beach, Missouri

Required Communications and Compliance Report For the Year Ended December 31, 2023

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

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City of Osage Beach, Missouri (the City) for the year ended December 31, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 19, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. As described in Notes 1 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technologies Arrangements* in 2023. No other new accounting policies were adopted and the application of existing policies was not changed during 2023. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant estimates affecting the City's financial statements were the allowance for uncollectible receivable balances; the fair value of investments; the useful lives of property, equipment, and infrastructure; and post-retirement obligations. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 26, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, budgetary comparison schedules, and schedules of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. Such information has not been subject to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the City for the year ended December 31, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the second paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

As part of our audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations, and recommendations with regard to these matters.

Management's responses to our comments are included with this report. We did not audit the City's responses and, accordingly, we express no opinion on them.

CURRENT YEAR COMMENTS

Financial Policy and Procedure Review

Considering the multifaceted nature of the City's services and operations, management should consider completing a comprehensive assessment of the City's financial related policies and procedures. Such assessment might include reviewing and updating significant financial policies and procedures including but not limited to, cash receipts, cash disbursements, purchasing policy, payroll processing and approvals, personnel manual, credit card policy, grants compliance and management, and financial reporting practices. Well established and defined policies and procedures are the key fundamentals of financial management and internal controls.

Management's Response/Corrective Action Plan

The City currently maintains internal control procedures in at least six major areas; cash receipts, cash disbursements, court fine receipts, IT controls, payroll procedures, and misc. These processes and procedures are reviewed annually and updated as necessary. The City Treasurer will complete an assessment comparing the current internal controls to the list of policies and procedures that have been suggested by the auditors.

Cyber Security

Organizations are being exposed to an ever-increasing risks of cyberattacks. One example of a cyberattack is through phishing emails asking employees to click on a link which deploys malware to encrypt the organization's system or ransomware, malicious software designed to block access to a computer system until a sum of money is paid. We recommend that the City continue reviewing current policies and procedures related to cyber security. Procedures should include evaluating existing insurance coverage, using strong passwords, multi-factor authentication, training employees on how to identify phishing emails and what to do if one is suspected, review cyber security protocols for key systems, test back-up systems with key data, and developing an incident response plan in the event a breach occurs.

Management's Response/Corrective Action Plan

The City of Osage Beach is committed to securing its IT assets and computer network from the ever present cyber security threat. The City has implemented multiple security measures that include but are not limited to network infrastructure upgrades (upgraded firewalls, switches, and wireless networking equipment), virus/malware protection, ongoing phishing testing, intrusion detection, elevated email security programs, and many other security measures that help guard our network against intrusion.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62, effective for the fiscal year beginning January 1, 2024.
- GASB Statement No. 101, Compensated Absences, effective for the fiscal year beginning January 1, 2024.
- GASB Statement No. 102, Certain Risk Disclosures, effective for the fiscal year beginning January 1, 2025.
- GASB Statement No. 103, Financial Reporting Model Improvements, effective for the fiscal year beginning January 1, 2026.

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

Management's Response

Management will review all new standards as they become effective and will evaluate their impact on the City's financial reporting.

PRIOR YEAR COMMENTS

In the prior year, we issued a certain comment and recommendation in regard to the City's accounting, internal control, and financial reporting issue. The following table summarizes the nature of the comment, the significance of the comment as described in the prior year's report and our determination of the status of the comment.

Prior Year Comment Description	Significance	Current Year Status
Key Employees and Cross-Training	It is not unusual, especially for cities similar to Osage Beach, to have employees who devote a substantial portion of their career working for the City with some of these employees eventually assuming key positions within City management. Given the considerable amount of operational knowledge and experience of these key employees, the City is exposed to certain management risks including among others, the possible loss of continuity and disruption in City operations in the event of the loss a key employee either through retirement or some unforeseen circumstance. We recommended that management evaluate and identify the exposure to such risks and develop plans to mitigate such risks. Such plans might include: developing an emergency management plan; performing succession planning for key members of management; and increased cross-training of City personnel.	We continue to recommend that the City continue evaluating and addressing such management risks.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine what impact they may have on the City's financial reporting.	The City implemented all applicable standards that became effective during 2023. See the current year comments section for additional upcoming accounting standards.

Restriction on Use

This information is intended solely for the information and use of the Mayor, the Board of Aldermen, and management of the City of Osage Beach, Missouri and is not intended to be, and should not be, used by anyone other than these specified parties.

Hood and Associates CPAs PC

Kansas City, Missouri
June 26, 2024



**Independent Auditor's Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Osage Beach, Missouri (the City), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 26, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hood and Associates CPAS PC

Kansas City, Missouri
June 26, 2024

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-43 - An ordinance of the City of Osage Beach, Missouri, amending Section 115.110 Vacancies - Interim Appointed Officials; Section 115.185 Temporary Absence Acting City Administrator. *First Reading*

Requested Action:

First Reading of Bill #24-43

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This ordinance spells out a process for interim officials in the event of a vacancy. We have ordinances for “Acting” City Administrator or City Attorney/Prosecutor, but those are written for periods when the appointed official is temporarily absent but will return. The current version only gives the Mayor the authority to appoint an interim replacement until the following Board meeting, which may not be enough time to find a replacement, especially for a specialized position such as attorney or planner. This ordinance applies to all appointed officials and provides a process for the Mayor (and Board President for the Clerk) to appoint an Interim official for up to 90 days, and gives the Board certain checks on that authority. As amended, our ordinances will now refer to “Acting” officials as temporary fill-ins (i.e. official on vacation, fell off a horse, etc.), while “Interim” officials will be those filling a vacancy in the medium-term while a permanent replacement is sought.

Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-43 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.110 VACANCIES – INTERIM APPOINTED OFFICIALS; SECTIONS 115.185 TEMPORARY ABSENCE ACTING CITY ADMINISTRATOR

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

ARTICLE I

Section 115.110 Vacancies – **Interim Appointed Officials.**

- A. If a vacancy occurs in any elective office, the Mayor or the person exercising the duties of the Mayor shall cause a special meeting of the Board of Aldermen to convene where a successor to the vacant office shall be selected by appointment by the Mayor with the advice and consent of a majority of the remaining members of the Board of Aldermen. If the vacancy is in the office of Mayor, nominations of a successor may be made by any member of the Board of Aldermen and selected with the consent of a majority of the members of the Board of Aldermen. The Board of Aldermen may adopt procedures to fill vacancies consistent with this Section. The successor shall serve until the next regular municipal election.
- B. If a vacancy occurs in any **appointed** office ~~not elective~~, the Mayor **(or the President of the Board of Aldermen in the case of the City Clerk)** shall appoint a suitable person **or firm** to discharge the duties of such office ~~until the first (1st) regular meeting of the Board of Aldermen thereafter.~~ **Such appointment shall last until the earliest of:**
 - 1. The passage of ninety days;
 - 2. Revocation of such appointment by the Mayor;
 - 3. A motion disapproving such appointment passed by a majority of all the members of the Board of Aldermen; or
 - 4. **Such time as said** ~~at which time such~~ vacancy shall be permanently filled.

Such person or firm shall be titled the “Interim [here name the office held].” Interim officials may be employed on the same terms as such regularly appointed official or such terms as may be fixed by contract, provided such contract complies with all applicable laws and ordinances.

The Mayor, with the advice and consent of a majority of the Board of Aldermen, may extend the term of an Interim appointed official for such time periods as may be fixed by ordinance.

ARTICLE II

Section 115.185 **Temporary Absence** – ~~Designation Of~~ Acting City Administrator.

- A. Whenever the City Administrator may deem it necessary to designate an appropriate officer to act in his/her place when the City Administrator is out of the office or otherwise unavailable the City Administrator shall designate in writing, by name and title, the City official who shall perform the duties and exercise the powers of the City Administrator during the period of absence. Such written designation shall be filed with the City Clerk and promptly communicated to the Mayor,

members of the Board of Aldermen, and all department heads.

- B. Whenever the City Administrator is out of the office or otherwise unavailable and has not designated an officer to act in his/her place pursuant to Subsection (A) above the Assistant City Administrator shall act in the place of the City Administrator. If the Assistant City Administrator is unavailable or unable to act, the Building Official shall then become acting City Administrator until the return of the City Administrator.

Section 2. Severability.

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

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

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

Section 4. That this Ordinance shall be in full force and effect shall be in full force and effect on signature and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME

I hereby certify that Ordinance No.24.43 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. 24.43.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Meyer Electric Co. for the Walker Cay Liftstation Project for an amount not to exceed \$156,477.00. *First Reading*

Requested Action:

First Reading of Bill #24-44

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773168 Tan Tar A Estates Rehab

FY202X Budgeted Amount: \$1,397,840

FY202X Expenditures to Date (06/24/24): (\$24,863)

FY202X Available: \$1,372,978

FY202X Requested Amount: \$156,477

Department Comments and Recommendation:

This project was advertised in mid-April and bids were opened on May 16th. The City received 3 bids for this project and the low bid is from Meyer Electric for \$156,477.00. Meyers bid and the bid tab are attached. The City has worked with Meyer electric many times in the past, and we see no issue with them doing this work.

This project is budgeted and would add a standby generator to the station. This station is located near the back of Tan Tar A Estates and accounts for a large portion of the waste water in this area. Adding the generator would provide redundancy in cases

where the station loses electrical service. This station lost power three times in 2023 and one time in 2024. All cases resulted in spills reported to DNR.

Project Budget: \$175,000

Meyers Bid: \$156,477.00

Engineering:

Design: \$8,045.00

Inspection: As needed, it will be minimal.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-44 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MEYER ELECTRIC CO., FOR THE WALKER CAY LIFSTATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$156,477.00.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Fifty-Six Thousand Four Hundred Seventy-Seven Dollars. (\$156,477.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.44 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. 24.44.

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 **Meyer Electric Co** a corporation of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

455 Walker Cay Lift Station – Standby Generator

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Hundred Fifty Six Thousand Four Hundred Seventy Seven Dollars and Zero Cents (\$156,477.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within 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. Notice to Proceed shall be determined based on generator and automatic transfer switch provider estimated delivery date.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

455 Walker Cay Lift Station – Standby Generator

BID FORM

Meyer

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

Gentlemen:

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

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

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

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

No. 1 Dated May 3, 2024
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.

BASE BID: One Hundred Fifty-Six Thousand, Four Hundred Dollars (\$ 156,477.00)
Seventy-Seven and no/100
(Amount in Words)

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	Generator & Automatic Transfer Switch with Associated Appurtenances (Includes Site Improvements and Fencing)	LS	1	\$136,477.00	\$136,477.00
3	Force Account	LS	1	\$10,000	\$10,000
Total Base Bid					\$156,477.00

5/3/2024

Bid Form
(Addendum No. 1)

BF-1

SOLID ROCK EXCAVATION

Class "B" excavation not exceeding 10 cu. yd. for any and all construction items. \$ 250.00 /Yd³

Class "B" excavation ranging from 10 cu. yd. to 25 cu. yd. for any and all construction items. \$ 210.00 /Yd³

Class "B" excavation exceeding 25 cu. yd. for any and all construction items. \$ 198.00 /Yd³

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 Jefferson City, MO this 13th day of May, 20 24.

LICENSE or CERTIFICATE NUMBER, if applicable 2019027219

455 Walker Cay Lift Station – Standby Generator

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

455 Walker Cay Lift Station – Standby Generator

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: Meyer Electric Company, Inc.

Name of Corporation

By

Leon J. Keller
Signature & Title

President

Leon J. Keller

Typed or Printed Name

ATTEST:

Travis Kay
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Travis Kay, Secretary

Typed or Printed Name

Business Address of Bidder: _____

3513 North Ten Mile Drive

Jefferson City, MO 65109

Telephone No. (573) 893-2335

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President Leon J. Keller - 3513 North Ten Mile Drive, Jefferson City, MO 65109

Secretary Travis Kay - - 3513 North Ten Mile Drive, Jefferson City, MO 65109

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>
Please see attached.			

- b. List of equipment available for this job.

Please see attached.

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

<u>(Name)</u>	<u>(Type of Work)</u>
None	

This report is an integral part of the proposal.

Dated May 13, 2024

By Leon J. Keller

Title Leon J. Keller, President

**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 Meyer Electric Company, Inc.

Address 3513 North Ten Mile Drive, Jefferson City, MO 65109

Internal Revenue Service Employer Identification Number 43-0910915

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 \$ 156,477.00

3. Anticipated performance period per delivery of days.
generator

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, 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.

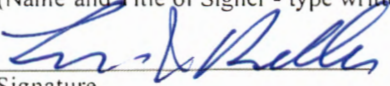
c. Certification of Non segregated Facilities

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 subcontracts 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.

Leon J. Keller, President
(Name and Title of Signer - type written)


Signature

May 13, 2024
(Date)

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

Meyer Electric Company, Inc.

3513 North Ten Mile Drive

Jefferson City, Mo 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

Projects Completed - Generators (Partial Listing)	
Job	
Callaway County Jail	200kW
Potosi Correctional Center - Generator	1000kW
Hickory Trails WWTF Upgrades	450kW
TSU Greenwood Autism	80kW
Arthur Center Community Health Clinic	230kW
MSU Temple Hall	1250 kW
Sullivan Co Hospital - Generator	150kW
Welcome Home - Backup Generator	80kW
Logan-Rogersville FEMA Shelter	80kW
Cole County EMS	150kW
Aging Best Home Delivery Meal Exp.	250kW
Onondaga Cave State Park - Electrical Upgrade	50kW
Boehinger-Engelheim Project Astro	1250kW
Animal Science Research Center - MU	500kW
MSHP Macon Generator	125kW
City of Columbia, Rebuild	
Vandalia Prison	
Isle of Capri Casino - Boonville	125kW
Jefferson City Correctional Center	2000kW
Life Sciences Center - UMC	750kW
Verizon-Forsyth, New Generator	60kW
Verizon-Buffalo, New Generator	60kW
Verizon-Reeds Springs	60kW
Verizon-Boondocks,80KW Generat	80kW
Verizon-Rockbridge,80KW Gen	80kW
Verizon-Ice Chalet, 60KW Gen	60kW
Verizon-Centralia, 60KW Gen.	60kW
Carfax - New Bldg	230kW
Columbia FireStation-Transf.Sw	225A
Famous Barr-Biscayne Commons	35kW
First National Bank	400A
Carroll Co.Hospital-Proj.#165	500kW
Hedrick Medical-Transfer Sw	1200A
Boone Surgery Center	125kW

Gasconade Manor Addt'n Phs 1	150kW
Lake Ozark Hospital - East Patient Tower	900 kW
MO Employers Mutual Ins.	250kW
Isle of Capri-Hotel Convention	175kW
Prairie Meadows WWT Facilities	
First National Bank 60KW Gener	60kW
Exchange National Bank - Diesel Generator	125kW
Phelps Co. Medical Bldg-Rolla	510kW
Univ.Hospital Clinic Support &	350kW
Med Science-1st,3rd,5th Floor	350kW
Majestic Pointe Condominiums	300kW
City of Columbia - Standby Gen	135kW
Socket Corporate Headquarters	100kW
Truman State Univ.- MO Hall	200kW
St.Johns Mercy Hospital, Rolla	230kW
Biocontainment Facility - UMC	1000kW
Public School Retirement Syst.	500kW
Hermann Area Hospital	800kW
Mexico Military Academy	200kW
Boone Co Public Works-Generatr	350kW
Keene Med Bldg-Dr. Pfitzinger	25kW
Columbia Fire Station #7	
City of Columbia - Government Center	400 kW
MO School for the Deaf - Generator	
MFA Oil - Emergency Generator	500 kW
5th & Walnut Parking Structure	200 kW
MS&T TJ Hall South Tower	250 kW
United Credit Union - Backup Generator	100 kW
USGS Backup Generator	60 kW
ABC Labs, Renovations & Additions	250 kW
Family Health Clinic - Backup Generator	
Mexico Plant Science Center	200 kW
ABC Labs	1000kW
Boone County Fire District - Transfer Switch	800A
Boone County Retirement	250kW
Broadway Medical Building - Transfer Switch	400A
City of Eldon - Fire Station, Turnkey Project	125kW
Columbia Fire Station	35kW
Columbia Library	60kW
Columbia Regional Hospital	1250kW
Fort Leonard Wood, MO - 3 Fire Stations	50kW
Foster Farmer Insurance	45kW
Fulton State Hospital	350kW
GTE - 5 Units in Columbia Area	5 @ 60kW
GTE at Columbia, MO	250kW
GTE Transfer Switch	400A

Linn State - Hot Spot	75kW
Marshall Hospital	250kW
MO State Highway Patrol - Macon	
Telecommunications Building - Generator	
Tipton Correctional Center	
St. Robert WWTF, Phase 2	80kW, 350kW, 400kW, 350kW

Major Equipment Listing

5000 Watt Megger Ohm
Air Compressor (for jackhammer,etc.)
Band Saw, w/ Blades
Cable Locator
Chicago Bender
Concrete Saw (gas powered, walk behind)
Core Drill/Wet (bits not included)
Diamond/Concrete Saw (electrical powered without blades)
Electric Sidewinder Rigid Bender
Electric Welder
Fiber Optic Equipment
Gas Powered Generator (5,000 watts)
Gas Powered Tamper
Gas Powered Welder
Grinder, w/ Wheel
Hi-Jacker
Hy Pot
Hydraulic KO Set
Infrared Camera
Jackhammer
Ladders
 10' Step Ladder
 6' Step Ladder
 8' Step Ladder
 Extension Ladder
Large Conduit Bender
Large Hydraulic Pipe Bender (2" to 4")
Large Wire Puller
Lifts
 Aerial Lift, 60' with Pipe Carrier
 Gas Powered Personal Lift (to 40' working height)
 Geni Lift
 Hydraulic Personal Lift (to 26' working height)
 Hydraulic Personal Lift (to 36' working height)
 Scissor Lift, up to 20'
Penta Scanner
Pole Trailer
Porta Power Threader
Power Pony
 Vice
 Oiler
Recording AMP Meter – Down Load & Run Reports
Reel Trailer
Rotary Hammer Drill
Safety Tripod
Side Winder Bender
Sump Pump (110V)
Sump Pump (gas)
T&B Tag Printer
Tig Welder

Trucks & Equipment

Back Hoe
Boring Machine
Bucket Truck
Bucket Truck, 70'
Digger Derrick w/24" auger
Digger Derrick w/36" auger
Ditch Witch Linemen Locator
Ditch Witch Vacuum
Dump Truck
Jobsite Pickup (if required)
Line Truck
Pickup Truck
Trencher – Ditch witch
Trencher – Walk behind
Vacuum System, Hydro Excavation
Vacuum
Voltage Recorder

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Meyer Electric Co., Inc., 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", Liberty Mutual Insurance Company, of the State of ~~Massachusetts~~, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of **Five Percent (5%) of Price Bid** Dollars (\$ 5%), 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 **455 WALKER CAY LIFT STATION --STANDBY GENERATOR** 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).

455 Walker Cay Lift Station – Standby Generator

Address and Telephone of Surety

175 Berkeley St, Boston, MA 02116

(617) 357-9500

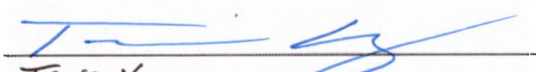
Address and Telephone of agent
who is licensed in Missouri

1441 Christy Dr., Jefferson City, MO 65101

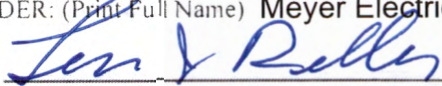
(573) 634-2727

Signed and sealed this 14th day of May, 20 24.

WITNESS:


Travis Kay

BIDDER: (Print Full Name) Meyer Electric Co., Inc.

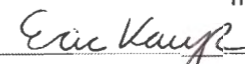
By: 

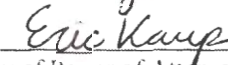
Name & Title: Leon J. Keller, President

WITNESS:


Noe Garcia

SURETY: (Print Full Name & Sign) Liberty Mutual Insurance Company

By Agent: 

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

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Marilyn Keller, certify that I am Treasurer of
(Name of person signing certificate) (Title of person signing Certificate)

Meyer Electric Co., Inc. and Leon J. Keller
(Company Name) (Name of Person Signing Bid Bond)

was then President 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.

Marilyn Keller

Signed by the Authorized Officer or manager of the Bidder

Meyer Electric Co., Inc.
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF Missouri)
) SS
COUNTY OF Cole)

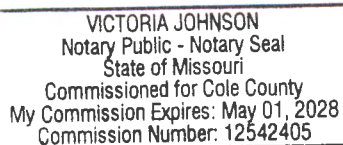
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Leon J. Keller
to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Meyer Electric Co., Inc. 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 14th day of May, 20 24.

Notary Public

Victoria Johnson

My Commission Expires: May 1, 20 28.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205865-674010**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barb Henderson; Bethany Eaton; Cheryl Schaller; Eric Kaup; Richard L. Naught; Teresa M. Stephenson; Thomas S. Naught; Timothy P. Eastin; Tracie Zacha

all of the city of Columbia state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bid Tabulation
Walker Cay Generator
Osage Beach Project
May 16, 2024



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

Item	Description	Unit	QTY	Engineer's Estimate		Mid State Pipeline		Meyer Electric CO		Pro Circuit INC	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	1	LS	\$ 16,211.00	\$ 16,211.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 88,695.92	\$ 88,695.92
2	Generator & Automatic Transfer Switch with Associated Appurtenances (Includes Site Improvements and Fencing)	1	LS	\$ 152,110.00	\$ 152,110.00	\$ 234,000.00	\$ 234,000.00	\$ 136,477.00	\$ 136,477.00	\$ 93,329.08	\$ 93,329.08
3	Fource Account	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL BASE BID				\$ 178,321.00		\$ 254,000.00		\$ 156,477.00		\$ 192,025.00

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with 1st Choice Septic Plumbing LLC for the Elbow Cay Sewer Main Relocation Project for an amount not to exceed \$118,000.49 *First Reading*

Requested Action:

First Reading of Bill #24-45

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773168 Tan Tar A Rehab

FY202X Budgeted Amount:	\$1,397,840
FY202X Expenditures to Date (06/24/24):	(\$ 24,862.50)
FY202X Available:	\$1,372,978

FY202X Requested Amount:	\$118,000.49
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Department Comments and Recommendation:

This project was advertised in mid-April and bids were opened on May 16th. The low bidder is 1st Choice Septic Pumping LLC with a bid of \$118,000.49. 1st Choice Septic's bid and the bis tab are attached. We have worked with 1st Choice Septic many times in the past and feel comfortable with them doing this work.

This is the first major project related to the Tan Tar A sewer assessment completed several years ago. Earlier in the year, we informed the board that we would be taking a phased approach to this project rather than trying to do it all at once. This portion of the

project consists of running a new sewer main on the opposite side of Elbow Cay; around 9 homes. All other residents connected to this sewer line (approximately 40) would be routed to the new sewer main being constructed. The remaining 9 homes still using the old sewer main would be routed to the new sewer line in a future project.

Original Project Budget Total: \$1,222,840

Engineering Services: \$25,000 (16,717.50 already spent)

Construction: \$1,197,840

Phase One Construction Budget: \$239,510.00

1st Choice Bid: \$118,000.49

I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 24-45 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH 1ST CHOICE SEPTIC PLUMBING LLC. FOR THE ELBOW CAY SEWER MAIN RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$118,000.49.

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 1st Choice Septic 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 One Hundred Eighteen Thousand Dollars and Forty-Nine Cents. (\$118,000.49)

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. 24.45 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.45.

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 **1st Choice Septic Pumping 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:

Sanitary Sewer Improvements – Elbow Cay Drive

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One Hundred Eighteen Thousand Dollars and Forty-Nine Cents 9\$118,000.49** 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 forty-five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Sanitary Sewer Improvements – Elbow Cay 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 _____

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid Tabulation
Sanitary Sewer Improvements - Elbow Cay
Osage Beach Project
May 16, 2024



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

Item	Description	Unit	Quantity	Engineer's Estimate		Stockman Construction		1st Choice Septic Pumping LLC		UDT LLC	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00
2	Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 60.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
3	8-Inch Diameter SDR 35 PVC Sewer Main	605	LF	\$ 135.00	\$ 81,675.00	\$ 85.00	\$ 51,425.00	\$ 19.89	\$ 12,033.45	\$ 95.00	\$ 57,475.00
4	48-Inch I.D. Pre-Cast Manhole	4	EA	\$ 10,000.00	\$ 40,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,160.74	\$ 8,642.96	\$ 4,600.00	\$ 18,400.00
5	48-Inch I.D. Doghouse Manhole #1	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 7,000.00	\$ 7,000.00	\$ 2,160.84	\$ 2,160.84	\$ 5,400.00	\$ 5,400.00
6	48-Inch I.D. Doghouse Manhole #6	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 7,000.00	\$ 7,000.00	\$ 2,160.74	\$ 2,160.74	\$ 5,400.00	\$ 5,400.00
7	Asphalt Pavement Repair	100	TON	\$ 220.00	\$ 22,000.00	\$ 350.00	\$ 35,000.00	\$ 250.00	\$ 25,000.00	\$ 150.00	\$ 15,000.00
8	Compacted Granular Backfill	163	TON	\$ 45.00	\$ 7,335.00	\$ 27.00	\$ 4,401.00	\$ 67.50	\$ 11,002.50	\$ 135.00	\$ 22,005.00
9	Site Clean-Up and Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 11,000.00	\$ 11,000.00	\$ 18,000.00	\$ 18,000.00
10	Force Account	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	TOTAL BASE BID				\$ 239,510.00		\$ 163,026.00		\$ 118,000.49		\$ 182,180.00

Item	Description	Unit	Quantity	Engineer's Estimate		PCC Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 49,300.00	\$ 49,300.00
2	Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,530.00	\$ 2,530.00
3	8-Inch Diameter SDR 35 PVC Sewer Main	605	LF	\$ 135.00	\$ 81,675.00	\$ 59.00	\$ 35,695.00
4	48-Inch I.D. Pre-Cast Manhole	4	EA	\$ 10,000.00	\$ 40,000.00	\$ 3,750.00	\$ 15,000.00
5	48-Inch I.D. Doghouse Manhole #1	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 5,620.00	\$ 5,620.00
6	48-Inch I.D. Doghouse Manhole #6	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 5,620.00	\$ 5,620.00
7	Asphalt Pavement Repair	100	TON	\$ 220.00	\$ 22,000.00	\$ 136.00	\$ 13,600.00
8	Compacted Granular Backfill	163	TON	\$ 45.00	\$ 7,335.00	\$ 67.00	\$ 10,921.00
9	Site Clean-Up and Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,560.00	\$ 4,560.00
10	Force Account	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	TOTAL BASE BID				\$ 239,510.00		\$ 162,846.00

BID FORM

1st Choice Septic

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

Gentlemen:

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

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

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

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

No. 1

Dated 5.14.24 Bm

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 items)

Sanitary Sewer Improvements – Elbow Cay Drive

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	20,000	20,000
2	Erosion Control	LS	1	6,000	6,000
3	8-Inch Diameter SDR 35 PVC Sewer Main	LF	605	19.89	12,033.45
4	48-Inch I.D. Pre-Cast Manhole	EA	4	2160.74	8642.96
5	48-Inch I.D. Doghouse Manhole #1	LS	1	2160.84	2160.84
6	48-Inch I.D. Doghouse Manhole #6	LS	1	2160.74	2160.74
7	Asphalt Pavement Repair	TONS	100	250.00	25,000
8	Compacted Granular Backfill	TONS	163	67.50	11,002.50
9	Site Clean-Up and Restoration	LS	1	11,000	11,000
10	Force Account	LS	1	\$20,000.00	20,000
Total Base Bid:					118,000.49

TOTAL BID IN WRITING: 118,000.49

SOLID ROCK EXCAVATION

1. Class "B" excavation not exceeding 25 cu. yd. for any and all construction items. \$ 200 /Yd³
2. Class "B" excavation ranging from 25 cu. yd. to 50 cu. yd. for any and all construction items. \$ 300 /Yd³
3. Class "B" excavation exceeding 50 cu. yd. for any and all Construction items. \$ 450 /Yd³

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 _____ day of _____, 20_____.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

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:

1st Choice Septic Pumping LLC
Name of Corporation

By

[Signature] Owner
Signature & Title

Breanna Mareschal
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Josh Mareschal
Typed or Printed Name

Please note: Business is an LLC. No corporate Seal or Secretary.
Only members - Organized per Missouri Law

Business Address of Bidder: Physical: 319 Santee Trail Camdenton, MO 65020

mailing: 1101 S. Pickwick Ave Springfield MO 65804

Telephone No. (573) 280-5052

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

N/A LLC with members per Missouri Law

Secretary

N/A LLC with members per Missouri Law

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>
Sands - City of Osage B.	2017	16" Sewer main	City Employee
MACE Road	2016	12" Sewer Main	City Employee
Deer Run - City of Osage B.	2022	Road cut, Asphalt, Sidewalks	\$14,000
Sands - City of Osage B.	2017	Base, elbow, guide rail, plumbing	City Employee
Numerous examples ava:		Lift Stations, odor control, rehab, repair service mains	

- b. List of equipment available for this job.

Skid Steer, excavator, pump truck,
Asphalt roller, rock hammer

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

(Name)	(Type of Work)
n/a	

This report is an integral part of the proposal.

Dated 5.13.24,
By Breanna Mareschal
Title Owner

**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 1st Choice Septic Pumping LLC
Address 319 Santee Trail Camdenton, MO 65020
Internal Revenue Service Employer Identification Number 87-2272660

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 \$ 118,000.49

3. Anticipated performance period 15 days.

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

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

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

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

- (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

Sanitary Sewer Improvements – Elbow Cay Drive

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.

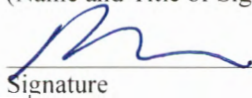
- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed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

Breanna Mareschal, Owner
(Name and Title of Signer - type written)

Signature
5.13.24
(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**

1st Choice Septic Pumping LLC
Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name N/A

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

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

2. Dollar amount of proposed subcontract \$ _____ .

3. Anticipated performance period _____ .

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

5. Non segregated Facilities

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

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

(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

Sanitary Sewer Improvements – Elbow Cay Drive

of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

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

REMARKS:

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

Breanna Mareschal - Owner
(Name and Title of Signer - type written)


Signature

May 13, 2024
(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", _____, a corporation_____, individual_____, partnership_____, joint venture_____, of the State of _____, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of _____, 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 _____ Dollars (\$ _____), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **SANITARY SEWER IMPROVEMENTS– ELBOW CAY 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).

Sanitary Sewer Improvements – Elbow Cay Drive

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

Signed and sealed this ____ day of _____, 20 ____.

WITNESS:

BIDDER: (Print Full Name)

By: _____

Name & Title: _____

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

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

Bid Date: 5/15/2024

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we 1st Choice Septic Plumbing LLC

319 Santee Trail, Camdenton MO 65020

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615

P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Osage Beach

City of Osage Beach

(Here insert full name and address or legal title of Owner)

1000 City Parkway, Osage Beach MO 65065

as Oblige, hereinafter called the Oblige, in the sum of _____

5% of Amount Bid

Dollars (N/A), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sanitary Sewer Improvement, Elbow Cay

WHEREAS, the Principal has submitted a bid for _____

(Here insert full name and address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 15th day of May, 2024.

1st Choice Septic Plumbing LLC

(Principal)

(Seal)

RLI Insurance Company

(Surety)

(Seal)

Kellie Sanson
Kellie Sanson

Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Now All Men by These Presents:

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

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mike Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

of the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with all power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

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

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 6th day of February, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Eric Raudins

Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 6th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 15th day of May, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

Notary Public

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Breanna Mareschal, certify that I am Member of
(Name of person signing certificate) (Title of person signing Certificate)

1st Choice Septic Pumping LLC and Breanna Mareschal
(Company Name) (Name of Person Signing Bid Bond)

was then Member 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.



Signed by the Authorized Officer or manager of the Bidder

Breanna Mareschal
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

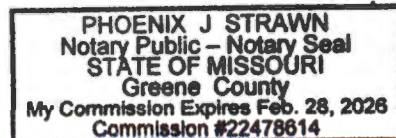
STATE OF Missouri)
COUNTY OF Greene) SS

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), Breanna Mareschal 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) 1st Choice Septic Pumping 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 14 day of May, 20 24.


Notary Public

My Commission Expires: February 28, 20 26



City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-46 - An ordinance of the City of Osage Beach, Missouri, amending Section II Water System, Section III Sewerage System, Section IV Storm Drainage, Section V Roads, Streets and Parking Areas, Section VI Road Cut, Utility Trench & Excavation Permit to the Osage Beach Design Guidelines. *First Reading*

Requested Action:

First Reading of Bill #24-46

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Comprehensive changes to all sections of the design guidelines that provide updates to construction processes and types of materials used that are preferred by the City and that meet industry standards. Attached you will find relined versions of all sections. Also, there is a document at the end that details everything that was removed and why.

We will have one of the City's engineers present at the meeting for questions concerning any of these changes.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-46 is in correct form.

City Administrator Comments:

The Planning Commission recommended approval on June 11, 2024. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS II. WATER SYSTEM, SECTION III. SEWERAGE SYSTEM, SECTION IV. STORM DRAINAGE, SECTION V. ROADS, STREETS AND PARKING AREAS, SECTION VI. ROAD CUT, UTILITY TRENCH & EXCAVATION PERMIT TO THE OSAGE BEACH DESIGN GUIDELINES

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the section entitled Osage Beach Design Guidelines, is hereby amended as indicated on the attached Exhibit "A".

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.46 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. 24.46.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Design Guideline
City of Osage Beach
SECTION 2 - WATER SYSTEM

(Revised 23 OCT 2014-NLE)

OVERVIEW

The City of Osage Beach is authorized to construct, operate, and maintain a water system to serve the inhabitants, business establishments, and infrastructure needs of the city by Title VII Utilities of the City Code. The city water system is operated under license of the Missouri Department of Natural Resources (MDNR), Drinking Water Division as authorized under 10 CSR 60-3 and 10 CSR –10 of the Missouri Safe Drinking Water Act and the Missouri Public Drinking Water Regulations. The purpose of this guideline is to establish design policy and guidance for the design and construction of the city water system.

The design, construction, and operation of the city water system will conform to the requirements of the MDNR regulations, standards, and policies, the City of Osage Beach Design Guideline, and the applicable provisions of the International Plumbing Code and the International Building Code and with reference to requirements of the International Fire Code and the recommendations of the Insurance Services Organization (ISO)

REFERENCED CITY ORINANCES

Chapter 400.110 Subdivision Regulations

Chapter 410.130 Contents (~~Location and design of water mains and appurtenances~~)

Chapter 410.190 ~~Design~~ Basic Standards

Chapter 410.320 Waterlines

Chapter 505.~~040~~ Fire ~~Prevention and~~ Protection Code

Chapter 705 Waterworks

GOALS AND OBJECTIVES

The basic goal of the City of Osage Beach is to provide an efficient, cost effective water system to supply the fire protection and drinking water needs of the city. This guideline will establish the basic parameters, design criterion, and material requirements for the system. The system will be designed to meet all of the appropriate standards for domestic water supply and to achieve a reasonable fire protection capability. The fire protection requirements will be developed in conjunction with the Osage Beach Fire Protection District.

OVERALL WATER SYSTEM STANDARDS AND CRITERION

The initial water system was designed by Archer Engineers offices in Lee Summit and Springfield, Missouri. A Water Master Plan was developed that establishes the basic requirement for the system. Essentially Osage Beach has two separate water systems, one on each side of the Grand Glaize Bridge. Basic requirements for the supply system are as follows:

Design Guideline
City of Osage Beach
SECTION 2 - WATER SYSTEM

EAST SIDE SYSTEM

	<u>1999</u>	<u>2019</u>	<u>Ultimate</u>
Average Daily Demand, gpd	433,000	845,000	1,015,000
Fire Fighting Demand, gpd	240,000	240,000	240,000
Required Storage, gpd	673,000	1,085,000	1,291,000
Available Storage:			
Columbia College, gpd	500,000		
Passover Tower, gpd	150,000		
Bluff Tower, gpd		800,000	1,300,000
Required Water Supply, gpm	451	880	1,094
Water Supply Available:			
Columbia College No. 1, gpm	250	250	250
Columbia College No. 2, gpm	550	550	550
Passover Well No. 1, gpm	260*	260*	260*
Bluff No. 1, gpm (Future)		500	500
Bluff No. 2, gpm (Future)			500
Total Available, gpm	800	1,300	1,800
*limited Service Area			

WESTSIDE SYSTEM

	<u>1999</u>	<u>2019</u>	<u>Ultimate</u>
Average Daily Demand, gpd	992,000	1,563,000	1,840,000
Fire Fighting Demand, gpd	240,000	240,000	240,000
Required Storage, gpd	1,232,000	1,803,000	2,089,000
Available Storage:			
Woodland Tower, gpd	(150,000)*	0	0
Swiss Village Tower, gpd	1,500,000	1,500,000	1,500,000
Future, gpd		800,000	800,000
Total Available	1,500,000	2,300,000	2,300,000
*Out of service—remove from service			
Water Supply Available:			
Swiss Village Well No. 1, gpm	550	550	550
Swiss Village Well No. 2, gpm	550	550	550
Swiss Village Well No. 3, gpm	550	550	550
Woodland Cove Well, gpm	OTS*	0	0
Future Wells, gpm		1,000	1,000
Total Available, gpm	1,100	2,100	2,100
*OTS—Out of Service			

Design Guideline
City of Osage Beach
SECTION 2 - WATER SYSTEM

The master plan requires chlorination and fluoridation of the water system. No further treatment is proposed at this time. The system will be added to and/or modified as necessary to assure full compliance with MDNR Regulations.

WATER DISTRIBUTION – BASIC DESIGN CRITERION

A. Fire Demand and Supply

1. Industrial, commercial, and multi-unit residential structures:
 - a. Provide not less ~~that~~ **than** 2000 gpm at a residual pressure of 20 psi at each building site.
 - b. Provide two fire hydrants within 300 feet of each structure.
 - c. **Hydrant spacing in commercial and industrial areas shall not be less than 300'.**
 - d. Provide one hydrant within 125 feet of each fire main entrance into the structure.
 - e. Provide fire main service to each structure with indicating type valve at the water main. Minimum size fire service line is four inches.
 - f. Minimum static pressure at each structure shall be 35 psi.
 - g. **Commercial buildings, Condominiums and Multi-Family Occupancies, which have a fire suppression system, must also be served by an approved fire hydrant not further than 150', in the line of hose path travel, from the fire department connection.**
2. Residential and Undeveloped
 - a. Provide not less than 1000 gpm at a residual pressure of 20 psi.
 - b. Provide not less than one fire hydrant within 300 feet.
 - c. In the case of a structure or residence that is not connected to city water a fire hydrant must be available within ~~850~~ **600** feet.
 - d. In undeveloped areas a fire hydrant shall be installed every 600 feet.

B. Fire Main Connections to Structures

1. Where required by the Osage Beach Fire District, NFPA, **Internation Fire Code** and/or International Plumbing Code a fire main shall be extended into each building as a separate fire main. This entrance main shall be only for fire protection system use. No meters or valves are allowed between ~~the~~ main and ~~the~~ building except for an indicating shut-off valve at the main and a post indicating valve which shall be located a minimum of 5 feet away from the building. Shut-off valves installed on fire mains shall be of the indicating type that clearly shows if the valve is open or closed.

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C. Water Distribution Mains

1. Water distribution mains shall be looped to the maximum ~~extend~~ extent feasible.
2. The MDNR standard for a minimum size main is eight inches. The city standard allows for six inch mains in residential areas where a fire flow of 1000 gpm at a residual pressure of 20 psi can be maintained.
3. ~~The minimum size main allowable for domestic residential service is two inches so long as the main is less than 600 feet long, serves less than ten residences and fire protection is available within 300 ft.~~
4. The minimum static pressure for domestic service shall not be less than 35 psi.
5. A fire hydrant or blow-off valve shall be installed at the end of all water mains.
6. The maximum design flow velocity shall be 8 fps.
7. An isolation valve shall be installed at not less than every ~~1250 feet~~ 500 feet commercial, 800 feet residential and:
 - a. At each branch main with one valve on the downstream main and one on the branch main.
 - b. At loop connections on each leg of the connecting loop.

Isolation valves shall be of the same nominal size as the main in which they are installed.

DOMESTIC SUPPLY CONNECTIONS AND METER POLICY

A. General Requirements for Customer Service Lines

1. City meter assemblies for single family residents and all 5/8 in. meter installations will not have a city owned backflow device installed.
2. Industrial and commercial connections and all meter installations of 1 in and larger shall have a ~~city~~ privately owned dual check device installed. This backflow device is exclusive of and specifically not intended for use in lieu of backflow devices required by the customer's use.

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3. Materials used for customer service lines shall conform to materials specified herein.
4. All domestic services shall be metered.
5. Meters shall be sized in accordance with the following unless specifically directed otherwise by the Public Works ~~Director~~ **Operations Manager** or designee:

<u>Meter size</u>	<u>Meter Demand</u>	<u>Requirements</u>
5/8"x 3/4"	1 to 20 gpm	Single family residence with 2-1/2 baths, small commercial offices or retail establishments establishments . Maximum continuous continuous flow 10 gpm.
1"	3 to 50 gpm	Large residences, swimming pools, lawn irrigation for lawns less than 6000 SF, apartments and condos with less than 10 units, motels of less than 15 units, small to medium restaurants, commercial uses with maximum continuous demand less than 25 gpm.
1-1/2"	5 to 100 gpm	Apartments and condos of less than 30 units, motels of less than 35 units, commercial uses with maximum continuous demand of less than 50 gpm.
2"	8 to 160 gpm	Apartments and condo of less than 60 units, hotels with less than 70 units, commercial uses with maximum continuous demand less than 80 gpm.
3"	4 to 320 gpm	Commercial applications with continuous demand of less than 160 gpm
4"	6 to 500 gpm	Commercial use less than 250 gpm continuous flow (Compound Meter)
	10 to 1200 gpm	Municipal Use Only (Turbine Meter)
6"	20 to 2500 gpm	Municipal Use Only (Turbine Meter)

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B. Meter Connection Policy

1. Single Family Residential, and small commercial connections
 - a. Each individually owned residence or business shall be connected through a single tap on the main, one meter, and receive one billing. Generally single family residences and small businesses will be setup with a 5/8 inch meter. Individual owners shall confer with the Public Works ~~Director~~ **Operations Manager** or designee to determine appropriate size to meet their requirements.
 - b. Billing will be at the established monthly rate based upon water usage.
2. Multi-Family Residential Units
 - a. The general rule shall be one property, one billing. Multi-family residential units are billed on the basis of the number of units times the basic monthly rate plus the water usage over the base amount.
 - b. All multi-unit residential buildings that require a separate fire main and sprinkler system shall be constructed with a separate metered domestic supply line and a non-metered fire main entrance. The meter shall be sized to meet the demand requirements of the individual building. On properties with more than one building, each building shall be metered separately.
3. Duplex Residential Units – Multiple Single Family Rental Units on one Property
 - a. The general rule is one owner of the property one meter. If there are multiple duplexes or single family units on one property and individual fire service mains are not required to any of the buildings then the one owner – one meter rule applies. The billing shall be at the established monthly rate per unit plus the gallons used over 1000 gal. per unit billed at the established rate per 1000 gal.
 - b. In the case where each unit is individually owned then each unit shall be individually billed and metered. This specifically intended for duplex and single family cluster homes only.
4. All Non-Residential Properties with Fire Sprinkler Systems
 - a. At all locations where the structures require a separate fire main to the building each building shall have a separate, metered, domestic supply main.

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- b. One commercial property with multiple overnight lodging units (a motel or hotel) not requiring fire mains shall be metered by one-meter assembly and billed on the water use.
- c. One commercial property with multiple commercial units without fire mains, with individual tenants, may be metered with one meter, or individually, as mutually determined by the owner and the Public Works ~~Director~~ Operations Manager or designee.
- d. One property with mixed residential long term, overnight rental, and commercial enterprises, may be metered on one-meter assembly, or multiple meters, as determined by the Public Works ~~Director~~ Operations Manager or designee. Billing will be on a water use basis.
- e. Where there are multiple buildings on one property that require fire main services, each building's domestic supply will be metered. All meters will be billed to the property owner.

C. Fire Main Connections

- 1. Fire main connections are required for all sprinkled buildings and structures. The owner/developer shall submit appropriate drawings and computations by a Registered Professional Engineer for approval. The owner/developer shall furnish all valves, fittings, and incidentals required to make the connection and shall employ a city approved contractor to perform the work.
- 2. Indicating shut-off valves shall be installed at the fire main connection to the water main.
- 3. Pipe materials for the main between the building and post indicating valve shall be Ductile Iron as shown below in Materials for Waterlines and Appurtenances section A. point 1 subpoint a.

D. City Ordinance 98.41 - Owner Furnished Backflow Preventer Assembly

- 1. Owner furnished backflow assemblies shall be licensed, furnished, installed, and maintained by the owner at the locations specified in City Code 705.470. Most of these will be for lawn sprinkler systems and the like.
Note: These units are required in addition to any dual check assembly installed by the city at the meter installation.

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MATERIALS FOR WATERLINES AND APPURTENANCES

A. Water Mains

1. All mains ~~four~~ six inches and larger:
 - a. Ductile Iron Pipe, AWWA C150 and C151, Class 350
 - 1) Cement mortar lined per AWWA C104
 - 2) Joints:
 - a) For buried pipe: push-on joints per AWWA C111
 - b) For exposed or interior: Flanged joints
 - b. PVC, AWWA C900 or C905, DR 14, Class ~~200~~ 305
 - 1) Joints shall be push-on type rubber gasket
2. ~~Mains 1-1/2 inches to three inches:~~
 - a. ~~PVC, ASTM 2241, SDR 21, Class 200~~
 - 1) ~~Joints shall be push-on type with rubber gasket~~
 - b. ~~Schedule 40 PVC~~
 - 1) ~~Joints shall be solvent welded~~

B. Water Meter Service Lines and City Service Lines ~~two inch and less~~

1. HDPE AWWA C901, ~~PE 3408~~, CTS, ~~IDR 7 SDR9~~, Class 200 ~~for I.D. pipe, or DR 9, Class 200 for O.D. pipe.~~
2. ~~Larger than two inch to be approved by Public Works Operations Manager~~

C. Water Service Lines from meter to building (Privately Owned Lines Only)

1. These lines shall conform to the requirements of the International Plumbing Code.
2. ~~Materials may be of the owner choice.~~

D. Water Fittings and Adapters Ductile Iron and PVC

1. ~~four~~ 6 inches and Larger:
 - a. Fittings:
 - 1) Ductile iron fittings, cement mortar lined, conforming to AWWA C150 or C151.

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- 2) All buried or flooded locations shall use **grip restraint** mechanical joint pipe and fittings, **such as Megalug or approved equal.**
 - 3) Flanged fittings shall be provided for flanged pipe (above ground installations only). Faces shall be coated with rust Protective coating.
 - 4) Cement mortar lined pipe and fittings shall be coated with coal tar epoxy paint **with** a minimum thickness of 24 mils.
 - 5) **Bolts shall be stainless steel, fluoropolymer coated, or approved equal.**
- b. Flanged Coupling Adapters:
- 1) Shall be Ford 193, Smith-Blair 913, Rockwell 913, or approved equal.
 - 2) Bolts shall be Stainless Steel, Type 216.
 - 3) Minimum rated operating pressure to match the line in which installed.
- c. Joint Restraints:
- ~~1) — Shall be Ford Style FR, Uni-Flange 1300 Series, or approved equal.~~ Bell Joints shall be restrained with all threads or approved equal.
 - 2) Approved concrete thrust blocks required.
2. For pipe 1-1/2 inches to 3 inches:
- a. Fittings:
- 1) For ASTM 2241, SDR 21, Class 200 fittings shall be approved by the Public Works **Director** ~~Operations Manager or designee.~~
 - ~~2) — PVC Schedule 40 shall have PVC Schedule 80 fittings.~~
- ~~b. — Coupling Adapters:~~
- ~~1) — Ford Style FC or approved equal.~~
3. For PE Pipe – 2 inches or less:
- a. Shall be Ford CTS Pack Joint Couplings for PE Pipe rated at the same pressure class as the pipe in which they are to be installed or approved equal.

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- E. Waterline Valves and Valve Boxes (for Valve 2 in. and larger):
1. Shall be iron body, non-rising stem, resilient wedge, gate valves with stainless steel bolts, and shall be epoxy paint coated.
 2. Valves shall be by Mueller, Clow, ~~or~~ M&H, or approved equal.
 3. Valve Boxes shall be cast iron bonnet, PVC riser, with cast iron top and cover marked "water".
 4. ~~Check Valves shall be similar and equal to Clow Valve Company horizontal swing check valves for 2 inch through 12 inch valves.~~
- F. Fire Hydrants
1. Fire hydrants shall be Mueller Super Centurion 250, ~~American-Darling B84~~ or Clow Medallion with 4-1/2 inch pumper inlet, and two 2-1/2 hose connections. Hydrants shall be fully compatible with the requirements of the Osage Beach Fire Protection District.
 2. Fire hydrants shall be painted red with epoxy coating as approved by the Public Works ~~Director~~ Operations Manager or designee.
- G. Blow-Off Assembly
1. Post Hydrants shall be non-freezing, self draining type with a minimum ~~42"~~ 36" cover to the main. Hydrants shall be furnished with a 2" FIP inlet, a NOT-Turning operating rod, and shall open to the left. All working parts shall be Bronze-to-Bronze design. The outlet shall also be Bronze and be 2 1/2" NST. Hydrants shall be lockable to prevent unauthorized use.
 2. Hydrant shall be as manufactured by Kupferle Foundry Co., St. Louis, MO, or approved equal.
- H. Water Meter Assemblies:
1. 5/8 and 1 in. Residential Meters:
 - a. Tapping saddle shall be Ford Brass Saddles Hinged Series S91 for PVC and Series 202B IP for DIP, Min. 1 inch.
 - b. Corporation Stop shall be Ford or Ford Ballcorp F(B)1000 Series, with pack joint for PE pipe.
 - c. Meter Setter shall Be Ford 70 Series Coppersetter, ~~tandem single~~ yoke, with lockable angle valve, spreader bar, and CTS pack joint. *Do not place dual check assembly on residential service lines.*

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- d. Meter Vault shall be ADS N-12 corrugated plastic of appropriate size (min. ~~20~~ 24 in.), with Ford Wabash lid cover with Clay & Bailey extension ring. ~~The lid cover must have a hole that accommodates the meter antenna.~~
 - e. ~~If the distance from the angled valve to the top of the lid is greater than 24 inches, the meter pit shall be up sized to 36 inches in diameter.~~
 - f. ~~All additional devices, equipment, and valves shall be down stream of the water meter and not located within the water meter pit.~~
2. 1, 1-1/2, and 2 in. Meters for Commercial or Multi-family Residential Use:
- a. Tapping saddle shall be Ford Brass Saddles Hinged Series S91 for PVC and Series 202B IP for DIP. It shall be a 2-in tap with 2-in service line to the meter., min. 1 inch for 1 inch meters and 2 inch for all larger.
 - b. Corporation Stop shall be Ford or Ford Ballcorp F(B)1000 Series, with pack joint for PE pipe.
 - c. Meter Setter shall Be Ford 70 Series Coppersetter, ~~tandem single~~ yoke, with lockable angle valve, spreader bar, dual check assembly, and CTS pack joint.
~~Do not place dual check assembly on single family residential service lines.~~
 - ~~d. The pressure reducing valve shall be Watts LF25AUB-23~~
 - e. Meter Vault shall be ADS N-12 corrugated plastic of appropriate size (min. ~~20~~ 36 in.), with Ford Wabash lid cover with Clay & Bailey extension ring. ~~The lid cover must have a hole that accommodates the meter antenna.~~
 - f. ~~All additional devices, equipment, and valves shall be down stream of the water meter and not located within the water meter pit.~~
3. Meter larger than two inches.
- a. Tap, valves, fittings, and meter service line shall be not less than 2 in. and shall be equal to or one size larger than the building service line. The meter, pressure reducing valve, and dual check backflow assembly may be one size smaller ~~that~~ ~~than~~ the meter service line (i.e., 4 in. tap, 4 in. gate valve, 4 in. meter service line, 3 in. meter, 3 in. PRV, 3 in. dual check assembly, 4 in stub-out for building service line).
 - b. Tapping sleeve shall be Ford Style FAST, stainless steel flange.
 - c. Gate Valve shall be as specified above.
 - d. Fittings and flanged coupling adapters as specified above.
 - ~~e. Pressure Reducing Valve shall be CLA-VAL Series 690, ductile iron body, pressure class 250.~~
 - ~~f. Back-flow Assemblies shall be CLA-VAL Model DC7L~~

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- ~~dual check valves, Class 250.~~
- g. All additional devices, equipment, and valves shall be located on the customers side of the water meter and not located within the water meter pit.

WATERLINE AND APPURTENANCE INSTALLATION REQUIREMENTS

A. Waterline Installation

1. The minimum depth of cover is ~~36~~ 42 in. above the top of the pipe.
2. The maximum depth of cover for waterlines is ~~eight (8)~~ five (5) ft. unless specifically authorized in writing by the Public Works ~~Director~~ Operations Manager or designee.
3. ~~Green or~~ Blue minimum four inch wide marking tape marked "waterline below" shall be installed twelve inches above all waterlines.
4. Locator wire shall be standard tracer wire, a single No. 12 U.L. approved copper wire of the solid type with insulation for 600 volts. Wire for this service shall be blue in color and provided in standard rolls of not less than five hundred (500) foot lengths. Locator wire shall be placed on top of the water main and secured with tape at 8-foot intervals. Locator wire shall extend to all terminus, such as valves, hydrants, and meter pits. ~~No. 12 solid copper Toning wire shall be located three inches above taped to the top of all City owned waterlines and shall be extended to all valves, hydrants, meter sets, and terminus points.~~
 - a. Splices shall only be allowed where accessible. Buried splices will not be allowed. If valve box locations are spaced more than 500 feet apart, contractor shall install a vertical piece of 6-inch diameter PVC adjacent to the water main topped with a cast iron bonnet and cover marked "water". The wire shall be run outside up alongside the valve box, then through a hole in the valve box just below ground level. The splice connector shall be left exposed at the top of the valve box. Wire contact points shall be provided at no more than 500-foot intervals.
 - b. Prior to final acceptance by the City, the contractor shall demonstrate that the locator wire works to the satisfaction of the City Inspector, Public Works Operations Manager or designee.
5. Bedding shall be installed around the pipe from 6 inches below to 12 inches above the pipe. Bedding shall be ~~nominal 1/2 inch minus~~ crushed rock conforming to MoDOT Type 5 aggregate, Section 1007.

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~~1004, Grade D, Chat, or pea gravel, or Osage River Sand. Any material used shall have a PI of six or less. Trench backfill material shall not contain any material with a nominal particle size greater than six (6) inches.~~

6. Waterlines shall be separated by a minimum of 18 inches vertically and 10 feet horizontally from sanitary/storm sewer lines or sanitary/~~storm sewer~~ sewer line appurtenances unless:
 - a. At crossings the water or ~~sewer non-potable main~~ has an encasement to a point ten feet on either side of the sewer/water line crossing as appropriate. No joints shall occur in either the water or sewer line within the 20 ft. area. The encasement may be a free draining sleeve ~~of a material that is approved for use as a water main or one of the water or sewer main shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe. an impervious concrete encasement, a minimum of 12 in. thick.~~
 - b. For parallel lines closer than ten feet, exceptions can be made with prior approval of the Public Works ~~Director~~ Operations Manager or designee. Either the water main or the non-potable main shall be constructed of mechanical or manufactured restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as a water main. ~~or designee. Generally, this will require a separate trench with water main 18 inches above the sewer, or a benched trench with water 18 inches above the sewer or the waterline must be above and encased in a free draining sleeve drained to daylight.~~
7. Primary power lines of 480 volts or higher shall not be placed in the same trench ~~with~~ any other utility. See Section 6 Road Cuts, Utility Trenches, and Excavation.
8. Secondary power may be installed in an offset trench with water lines. See Section 6 Road Cuts, Utility Trenches, and Excavation.

B. Valve Locations

1. When valves must be located within roadways and paved surfaces a cast or ductile iron valve box with valve box cover marked "water". The box shall be flush with the pavement to ¼ in. below the finished pavement surface. The cover shall be set in a minimum 6 in. deep by 18 in. square concrete pad.

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2. Post Indicating Valves shall be located a minimum of 5 feet from the building that they are servicing.
- C. Water Meter Locations
1. As a general case water meters will be located on the customer's property immediately inside the property line from the city roadway or platted roadway property line.
 2. Meters will be set in traffic type boxes only with prior written consent of the Public Works ~~Director~~ Operations Manager or designee.
- D. Installation of Meter Assembly:
1. Residential and commercial hookup – 5/8 inch through 1 inch:
 - a. The Owner shall furnish and install the ~~service saddle, corporation stop, curb valve and box, tap,~~ meter service line, meter set, lockable shut-off valve, ~~pressure-reducing valve,~~ and the ~~tandem single~~ meter setter and the meter vault.
 - b. ~~Wet taps are to be performed by a City approved contractor and witnessed by the City.~~
 - c. The City will furnish the water meter and transponder.
 - d. The meter installation shall be as detailed in the attached Typical Meter Installation Detail.
 - e. ~~The water meter lid shall be easily accessible and visible.~~
 - f. ~~All hard surfaces, including concrete and asphalt, that surround the water lid assembly will need prior approval from the Public Works Operations Manager or designee.~~
 - g. ~~All obstructions within a 5-foot radius that present a clear obstacle to the maintenance of the city water meter shall be removed at the home owner's expense.~~
 2. Residential and commercial hookup – 1-1/2 inch and 2 inch:
 - a. The Owner shall furnish and install the ~~service saddle, corporation stop, curb valve and box, tap,~~ meter service line, meter set, lockable shut-off valve, ~~pressure-reducing valve,~~ and the ~~tandem single~~ meter setter and the meter vault.
 - b. ~~Wet taps are to be performed by a City approved contractor and witnessed by the City.~~
 - c. The City will furnish the water meter and transponder.
 - d. The meter installation shall be in accordance with the attached Typical Meter Installation for 1-1/2 and 2 inch Meters.
 - e. ~~The water meter lid shall be easily accessible and visible.~~
 - f. ~~All hard surfaces, including concrete and asphalt, that surround the water lid assembly will need prior approval~~

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- from the Public Works Operations Manager or designee.
- g. All obstructions within a 5-foot radius that present a clear obstacle to the maintenance of the city water meter shall be removed at the home owner's expense.

3. Domestic Service Connections 2-1/2 inch and larger:

- a. These are considered as custom installation with the technical requirements varying for each installation. The owner shall provide construction drawings by a Registered Professional Engineer for approval. The owner shall furnish and install all materials and appurtenances for a complete and operable service connection.
- b. Any wet tap larger than 2-inch shall be performed by a City approved contractor and witnessed by City Staff.

E. Fire Hydrant Locations

1. Fire hydrants shall be located ~~ten~~ five feet from the edge of pavement or ~~immediately inside the property owners land per the easement which ever shall be the farthest from the edge of pavement within the City's Right-of-way.~~ Hydrant and auxiliary valve should both be outside the roadway ditch areas.
2. Fire hydrants shall be located such that a clear work area a minimum of five feet in diameter exists around the hydrant.
3. All fire hydrant locations must be immediately accessible by fire vehicle.
4. Fire hydrants shall be installed with the 4-1/2 in pumper outlet toward the street or access point.
5. Fire hydrants shall be installed such that the finish grade is between three inches below and level with the hydrant base ring.

WATERLINE INSPECTION AND TESTING FOR ACCEPTANCE

A. Inspections:

1. As a part of the platting and permitting process the developer/owner shall submit full and complete engineering drawings sealed by a Registered Professional Engineer in the State of Missouri; ~~construction of one- and two-family dwellings and their accessory structures are excluded from this requirement, unless the design requires an extension to the City's system.~~ The design and materials specified shall conform to the requirements of the City of Osage Beach Design Guidelines. Such drawings shall be reviewed and approved by the Public Works ~~Director~~ Operations Manager or

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designee prior to any onsite construction.

2. During the progress of the work each utility line shall be inspected by the ~~Engineering Department~~ City Inspector prior to trench backfill.

B. Water Main Leakage Tests

1. All water mains constructed by or for the City of Osage Beach shall be tested for leakage to the standards specified herein before they shall be accepted for service. A representative of the City shall be present during all testing.
2. Testing shall be by hydraulic means only. Air or vacuum tests will not be accepted.
3. Testing procedure is as follows:
 - a. Upon completion of the water main it shall be cleaned ~~and of~~ all dirt, trash, debris, and deleterious materials removed from the line.
 - b. Filled to capacity and all extraneous air removed.
 - c. Pressurize to 75 psi above normal working pressure at the test location and hold for a period of not less than two hours.
 - d. At the end of the testing period the line shall be refilled with water and the amount of water ~~needed~~ to refill the line shall be measured and recorded.
 - e. The amount of water ~~needed~~ to refill the line must be less than the maximum allowable leakage. The maximum allowable leakage shall be computed thusly:

$$Q_{\text{Loss}} = \text{SDP}^{1/2} / 133000$$

Where:

Q_{Loss} = Maximum allowable leakage

S = Length of the section tested in feet
D = Diameter of the pipe in inches

P = Test Pressure, PSI

C. Cleanup, Chlorination, and Bacteriological Testing

1. Prior to final acceptance and after pressure testing of the waterline the contractor/owner shall:
 - a. Thoroughly flush all sediment, debris, and deleterious

Design Guideline
City of Osage Beach
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materials out of the line.

- b. Fill the line with chlorinated water, chlorinated to not less than 50 ppm, and let stand for 24 hours.
- c. At the end of 24 hours the line shall be thoroughly flushed and refilled with chlorinated water, chlorinated to 200 ppm and allowed to stand for three hours.
- d. The line shall then be thoroughly flushed and bacteriological samples taken ~~Samples shall be forwarded to a Certified laboratory for testing. Upon receipt of passing test results, and with the authorization of the City the line may be placed in service in the following manner:~~
 - 1) Two consecutive sets of samples taken at least 24 hours apart from the new main in accordance with AWWA.
 - i. Samples to be taken every 1,200 of new main, plus one set from the end of the line and at least one set from each branch.
 - ii. Samples shall be collected in sterile bottles treated with sodium thiosulfate. No hose or fire hydrant shall be used in the collection of samples.
 - 2) Samples shall be tested by a Certified laboratory
 - 3) Upon receipt of passing test results, and with the authorization of the City, the line may be placed in service.

Prior to placing the waterline in service, the City Representative shall be presented with certified pressure test results, certified passing biological test results, and written certification that the waterline and appurtenances have been constructed in accordance with MDNR and City of Osage Beach standards.

D. Privately Owned Systems

- 1. Privately owned water mains within subdivisions where the mains are to remain the property of, and be maintained, by the subdivision owner and connected to the City of Osage Beach water system shall be tested as specified herein. Building service lines between the water meter and the building shall be tested in accordance with the International Plumbing Code and as accepted by the Department of Public Works at the time the meter is activated.
- 2. A written certification of waterline test completion is required.

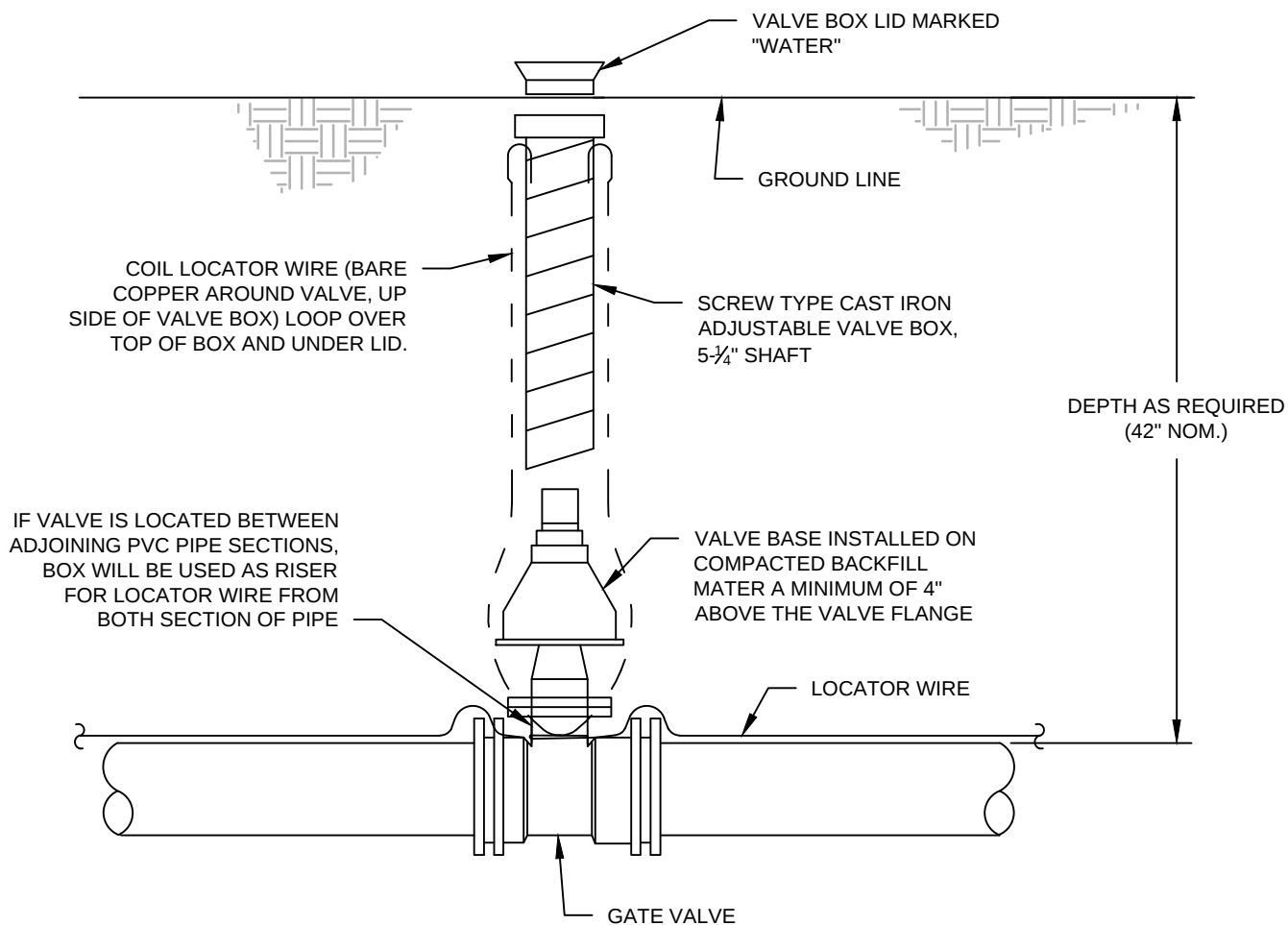
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AS CONSTRUCTED DRAWINGS AND MAINTENANCE DOCUMENTS

The Developer/Contractor shall provide the Public Works Department with not less than two full sized "As Constructed" drawings certified as being correct record drawings by a Registered Professional Engineer or Land Surveyor. If fire pumps, specialized standby equipment, etc. are to be turned over the City two full sets of operational and maintenance data for each pump or system shall be provided to the Public Works ~~Director~~ **Operations Manager or designee**.

WATERLINE AND APPURTENANCES CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.



NOTE:
6" PVC PIPE WITH CAST IRON OR ALUMINUM CAP
AND LID MAY BE SUBSTITUTED FOR SCREW TYPE
CAST IRON VALVE BOX IN OUT OF TRAFFIC AREAS.

Date Revised:
OCTOBER 2004

By:
SH

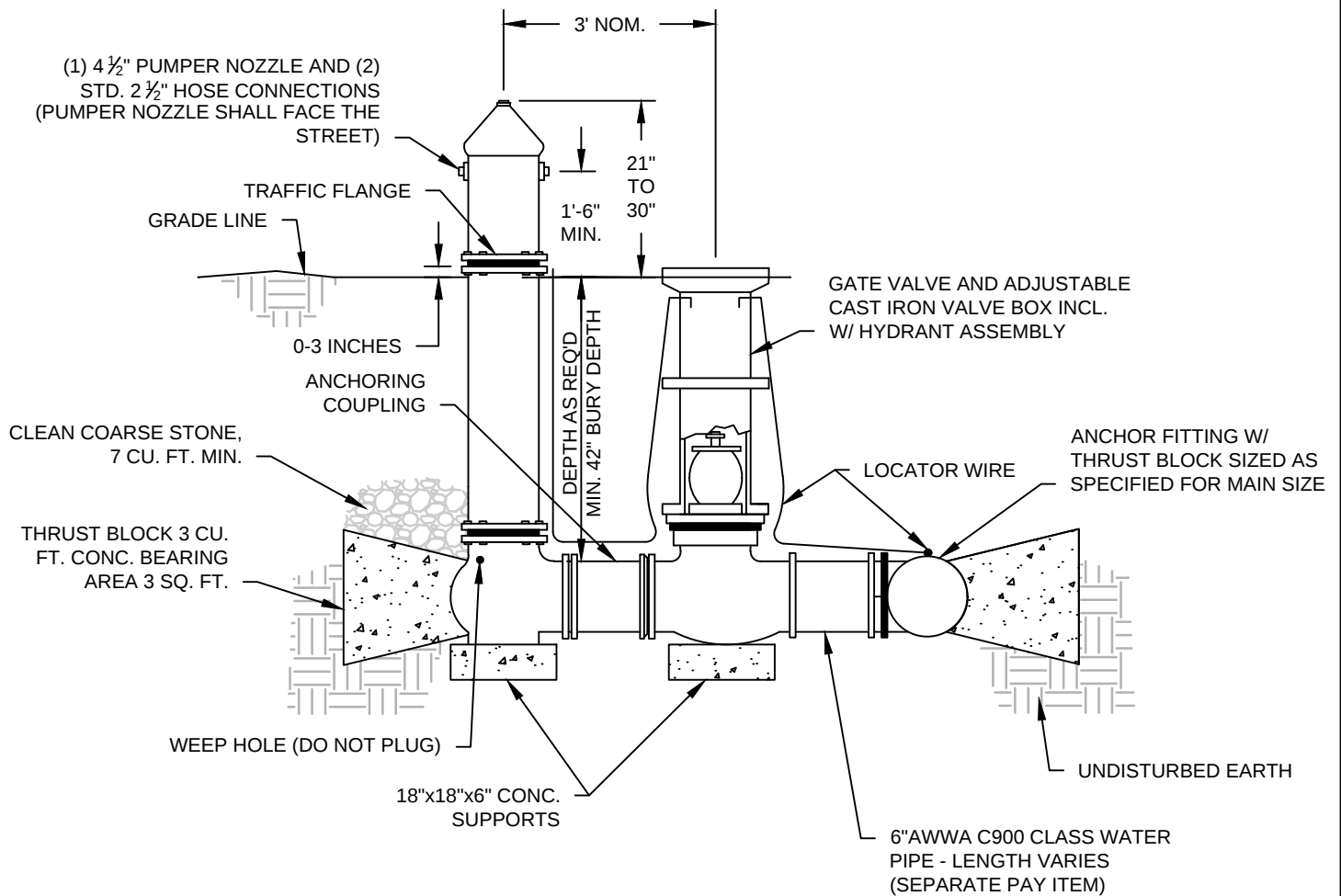
Checked By:
JB

CITY OF OSAGE BEACH
TYPICAL DETAIL
GATE VALVE INSTALLATION

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-1



NOTE:
RETAINER GLANDS REQUIRED ON ALL FITTINGS. RESTRAINED JOINTS SHALL BE REQUIRED WHERE INDICATED OR DICTATED BY AVAILABLE SPACE OR UNSUITABLE SOIL CONDITIONS.

Date Revised:
OCTOBER 2004

By:
SH

Checked By:
JB

CITY OF OSAGE BEACH TYPICAL DETAIL FIRE HYDRANT

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-2

C/L ROADWAY

C/L WATER MAIN

EDGE OF PAVEMENT

R/W

R/W

RIGHT-OF-WAY LINE

R/W

NOTE:
FIRE HYDRANT SHALL BE LOCATED
5' FROM EOP OR WITHIN THE
CITY'S RIGHT-OF-WAY

5' MINIMUM

FIRE
HYDRANT
ASSEMBLY

Date Revised:
OCTOBER 2004

By:
SH

Checked By:
JB

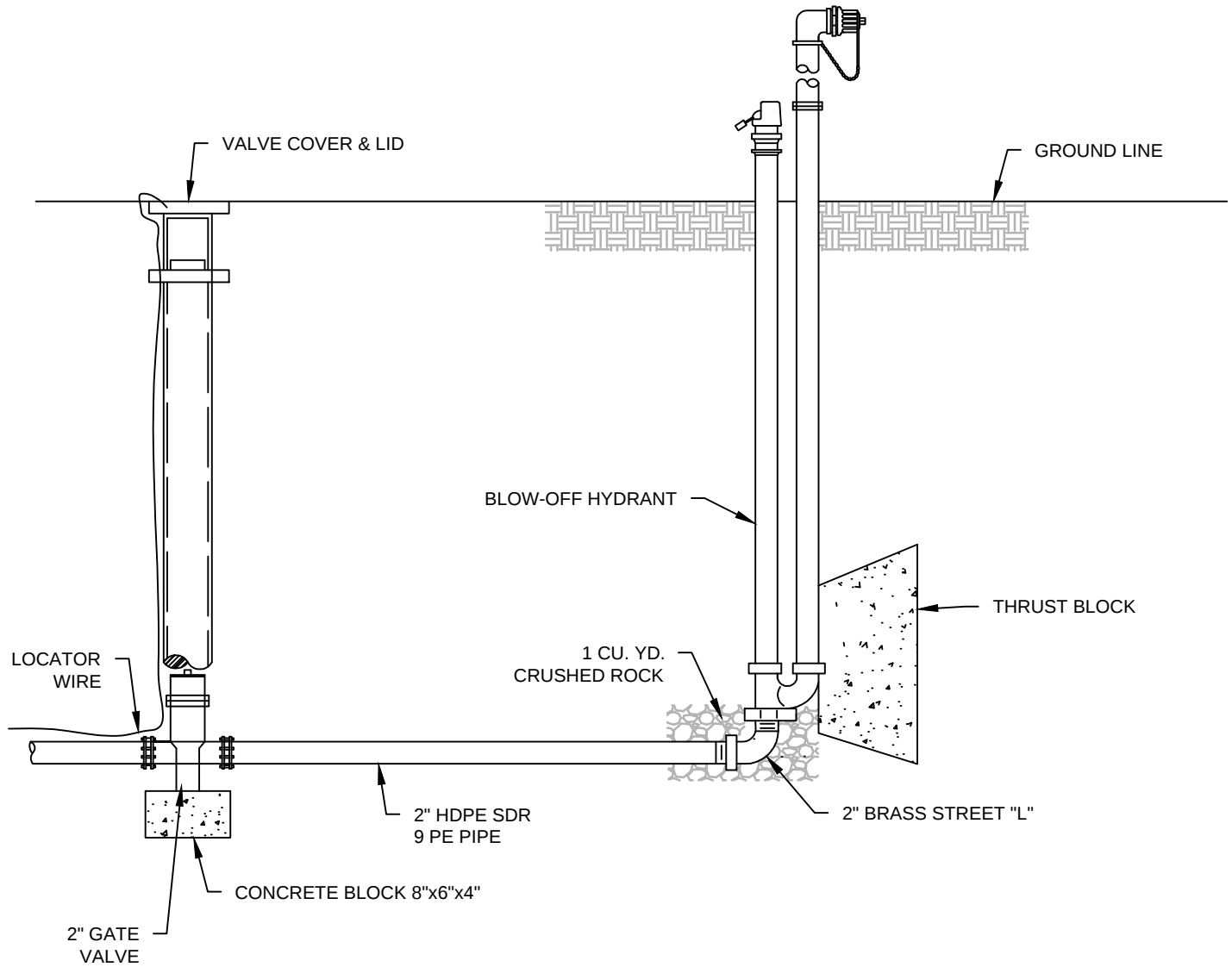
CITY OF OSAGE BEACH
TYPICAL DETAIL
FIRE HYDRANT LOCATION

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-3

NOTE:
CONTRACTOR SHALL FIELD VERIFY WITH
ENGINEER DIRECTION OF BLOW-OFF HYDRANT.



Date Revised:
OCTOBER 2004

By:
SH

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CITY OF OSAGE BEACH
TYPICAL DETAIL
BLOW-OFF ASSEMBLY

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-4

1.5' MIN. (PIPE 6")
2' MIN. (PIPE 8" & LARGER)
TYP. EACH SIDE

VARIES

10'

WATER MAIN

CAP OR PLUG

TRENCH WIDTH

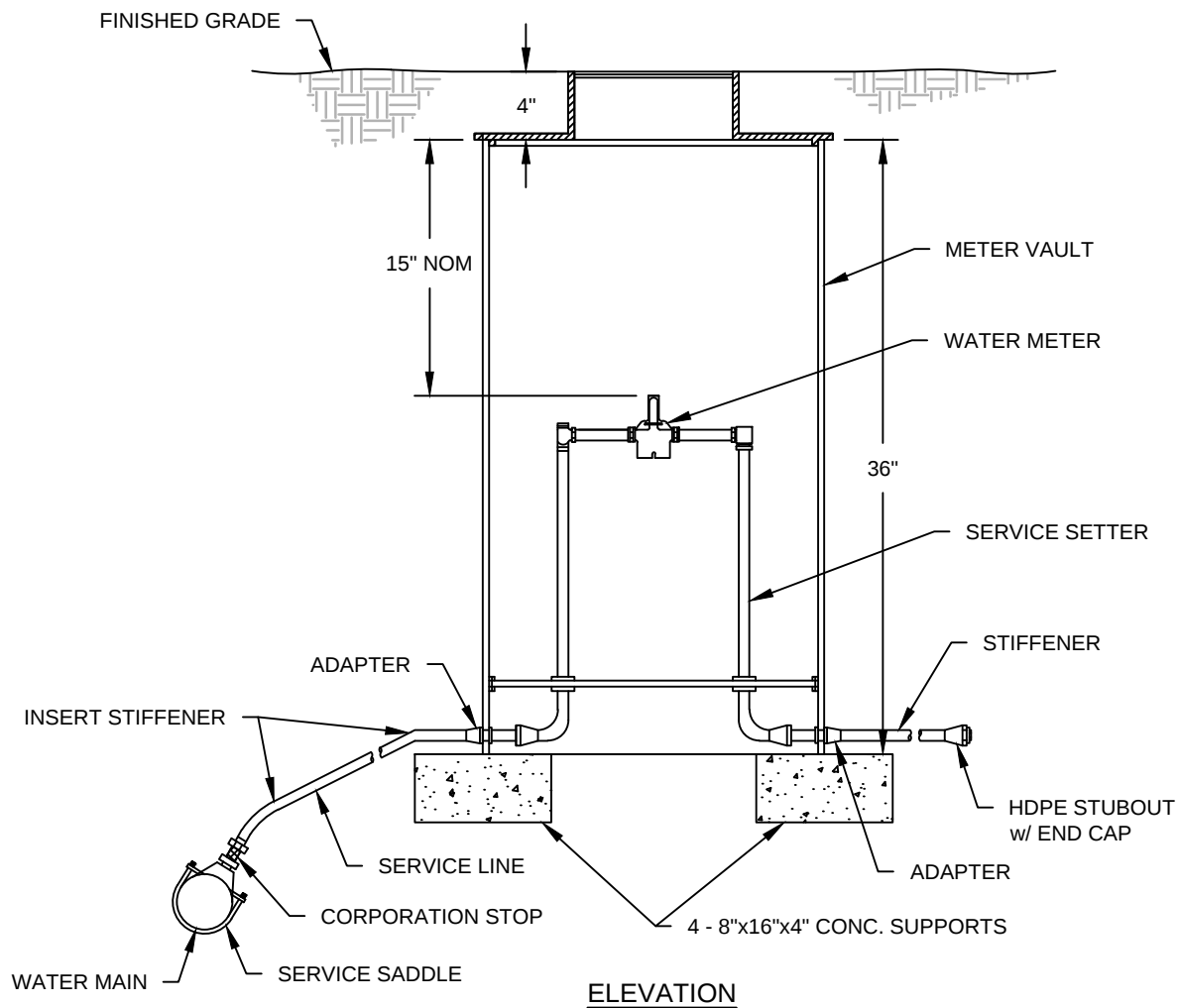
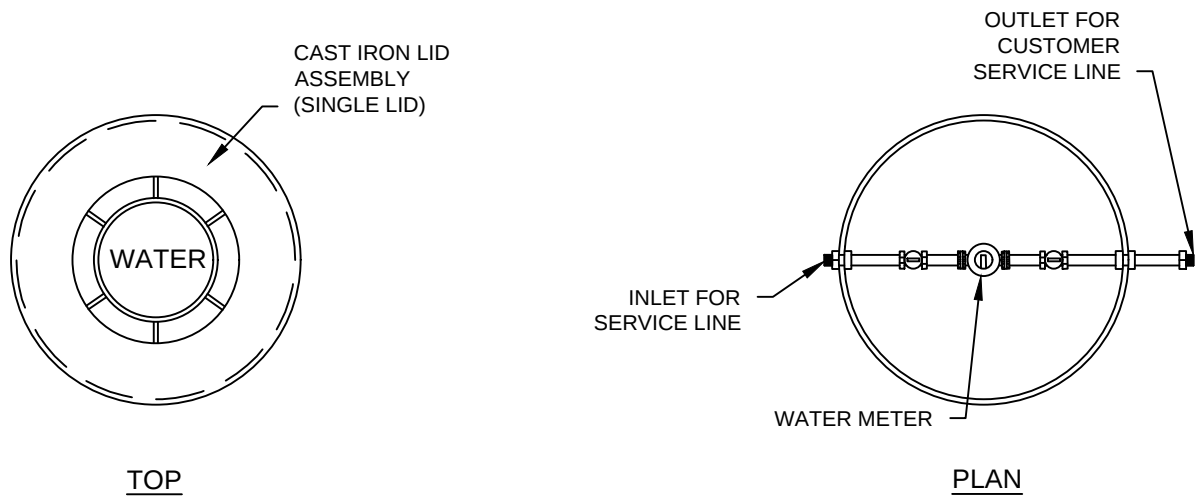
GATE VALVE & BOX

RETAINER GLAND

UNDISTURBED EARTH

#4 BARS @ 12" CTRS.
(EACH WAY)

12"



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OCTOBER 2004

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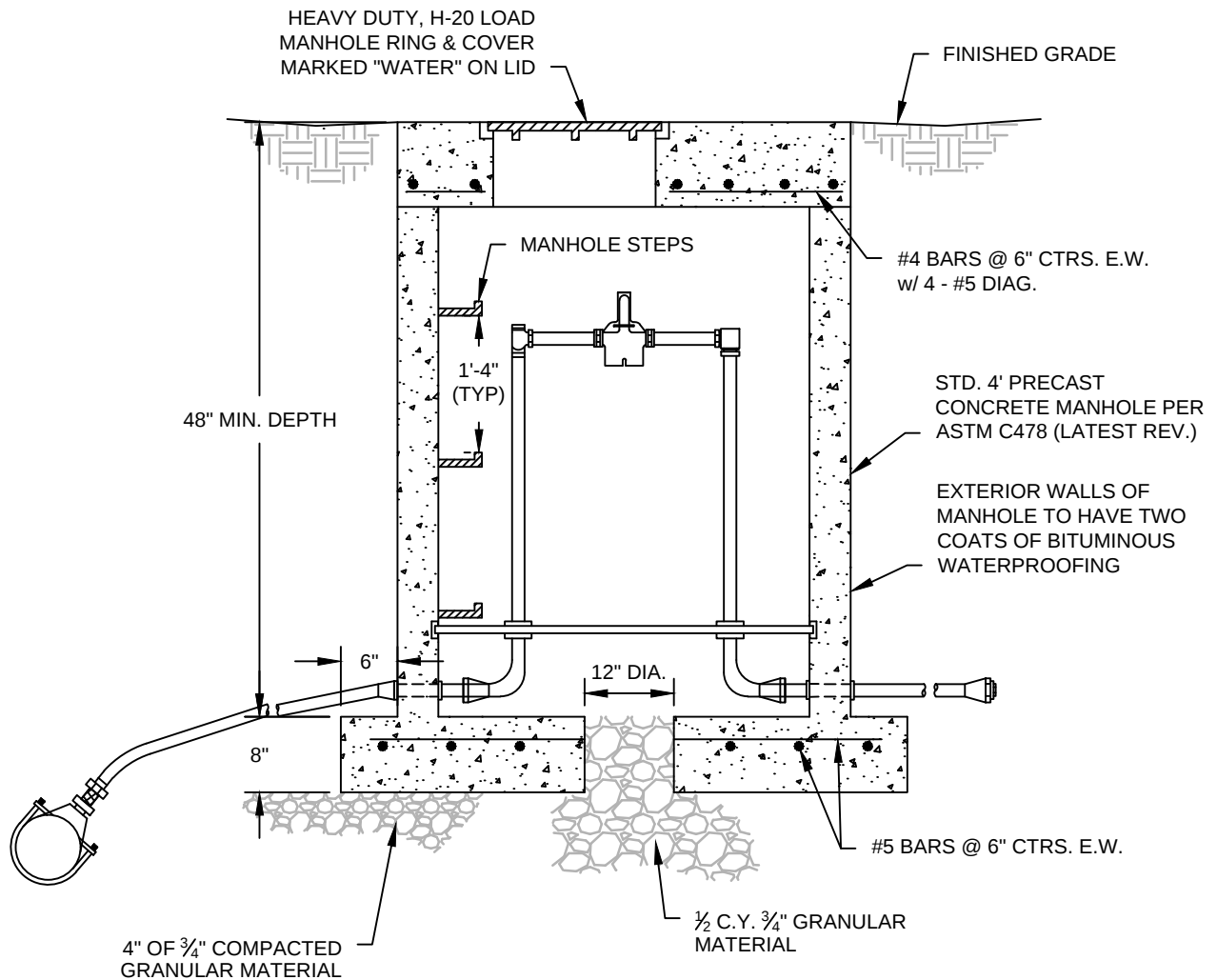
Checked By:
JB

CITY OF OSAGE BEACH
TYPICAL DETAIL
METER SETTING SIDEWALK OR LAWN
 $\frac{5}{8}$ "x $\frac{3}{4}$ ", 1", 1- $\frac{1}{2}$ ", OR 2" METERS

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-6



Date Revised:
OCTOBER 2004

By:
SH

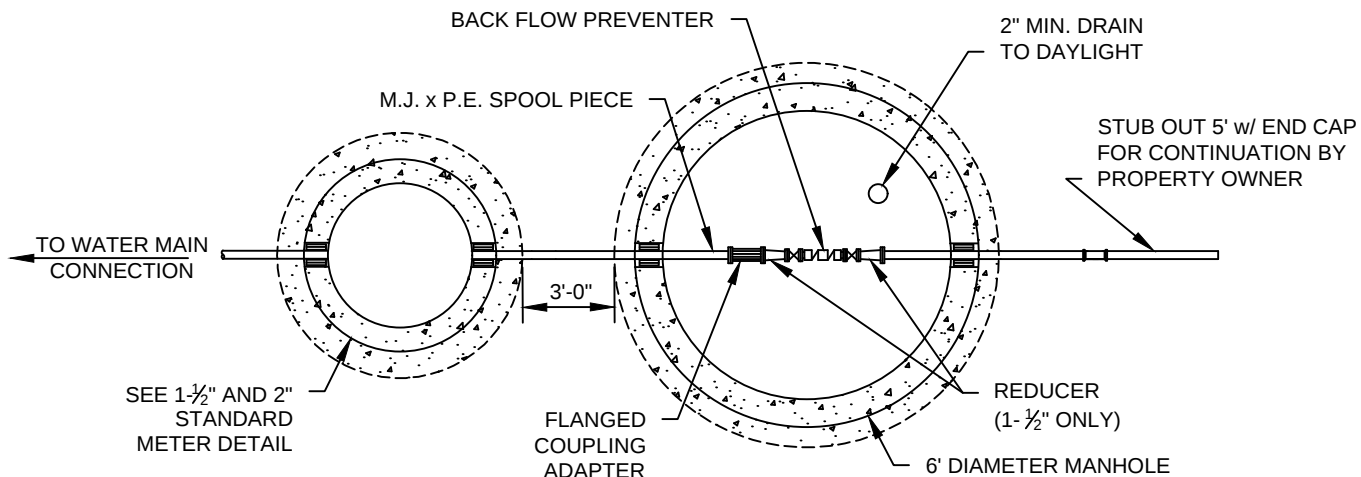
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JB

CITY OF OSAGE BEACH
TYPICAL DETAIL
METER VAULT DRIVEWAY OR
PARKING AREA

Design Guideline:
SECTION 2

WATER SYSTEM

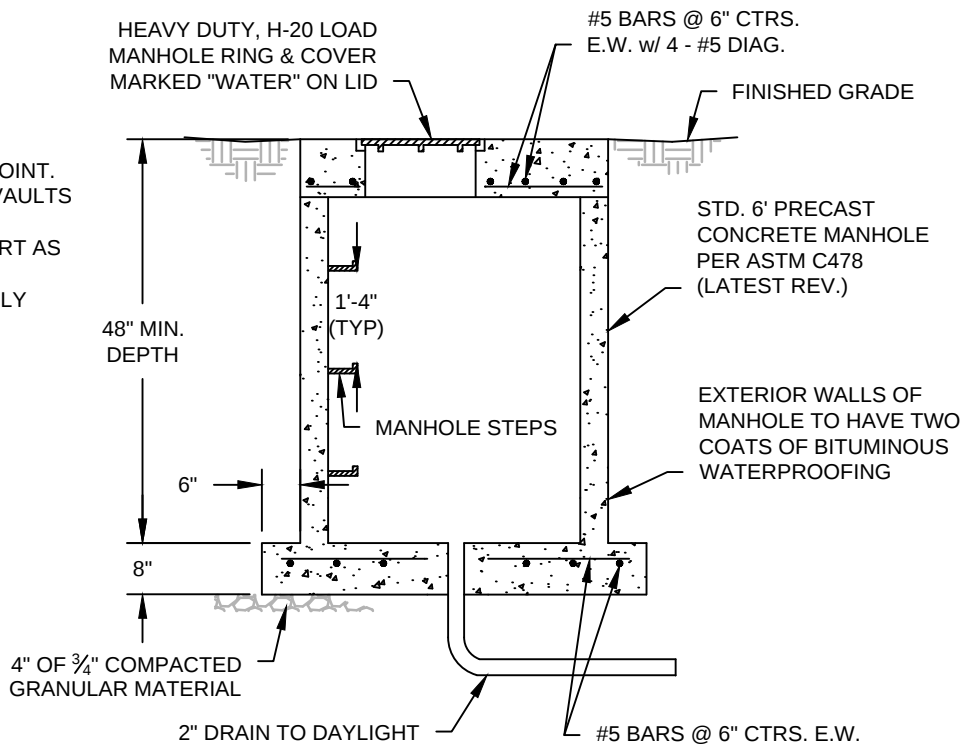
Drawing No:
II-7



PLAN VIEW (TOP REMOVED)

NOTES:

1. ALL PIPE AND FITTINGS OUTSIDE VAULTS SHALL BE MECHANICAL JOINT.
2. ALL PIPES AND FITTINGS INSIDE VAULTS SHALL BE FLANGED.
3. PROVIDE ADEQUATE PIPE SUPPORT AS REQUIRED.
4. BACK FLOW PREVENTER ASSEMBLY MIN. OF 12" OFF FLOOR.



BACKFLOW PREVENTER ELEVATION

Date Revised:
OCTOBER 2004

By:
SH

Checked By:
JB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
1-1/2" TO 2" METER WITH
BACK FLOW PREVENTER**

Design Guideline:
SECTION 2

WATER SYSTEM

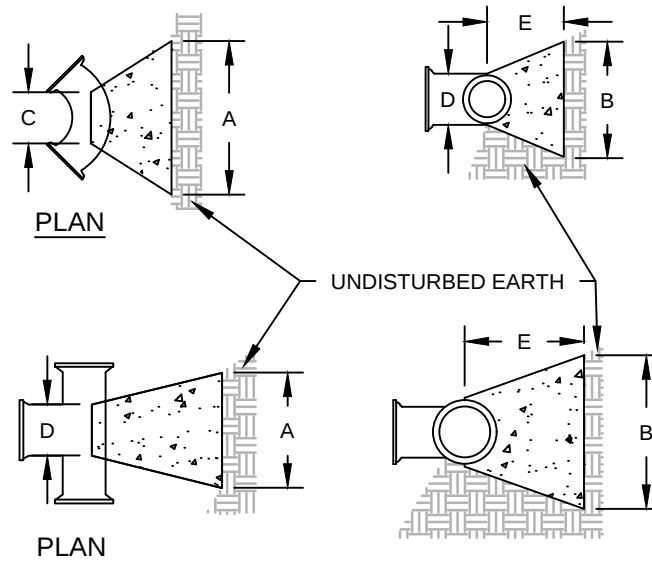
Drawing No:
II-8

PIPE SIZE CHART

PIPE SIZE	FITTING	DISTANCE IN INCHES				
		A	B	C	D	E
4" AND SMALLER	11.25° & 22.5°	9	9	8	8	6
	45°	18	9	8	8	12
	90°	21	12	8	8	12
	TEE/PLUG	15	12	8	8	12
6"	11.25° & 22.5°	12	12	8	10	12
	45°	27	12	8	10	12
	90°	33	18	8	10	12
	TEE/PLUG	24	18	8	10	12
8"	11.25° & 22.5°	18	15	8	10	12
	45°	33	15	8	10	18
	90°	42	24	8	10	18
	TEE/PLUG	30	24	12	10	18
10" & 12"	11.25° & 22.5°	27	24	12	12	18
	45°	51	24	12	12	24
	90°	63	36	12	12	30
	TEE/PLUG	45	36	12	12	24
14" & 16"	11.25° & 22.5°	33	33	12	16	18
	45°	69	33	12	16	30
	90°	84	48	12	16	36
	TEE/PLUG	60	48	12	16	30

NOTES:

1. THRUST BLOCKS ARE BASED ON A WORKING PRESSURE OF 200 P.S.I. PLUS 0% SURGE & 2000 P.S.F. ALLOWABLE SOIL BEARING PRESSURE.
2. FOR PIPE SIZES NOT SHOWN USE DIMENSIONS FOR NEXT LARGER SIZE.
3. USE 3/8" PLYWOOD SEPARATOR BETWEEN BLOCKS AND PLUGS TO PROVIDE FOR FUTURE REMOVAL.



Date Revised:
OCTOBER 2004

By:
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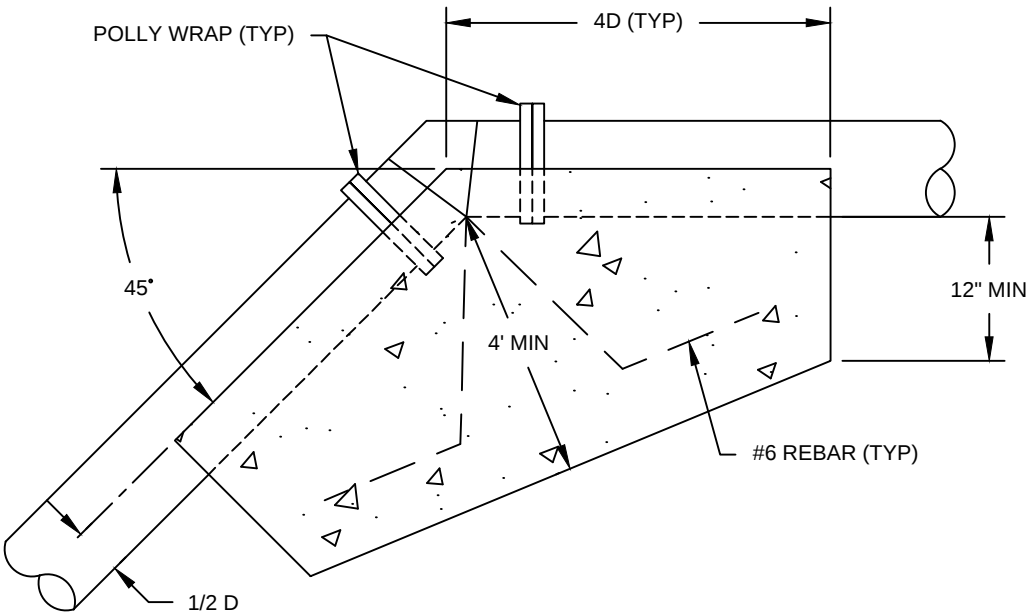
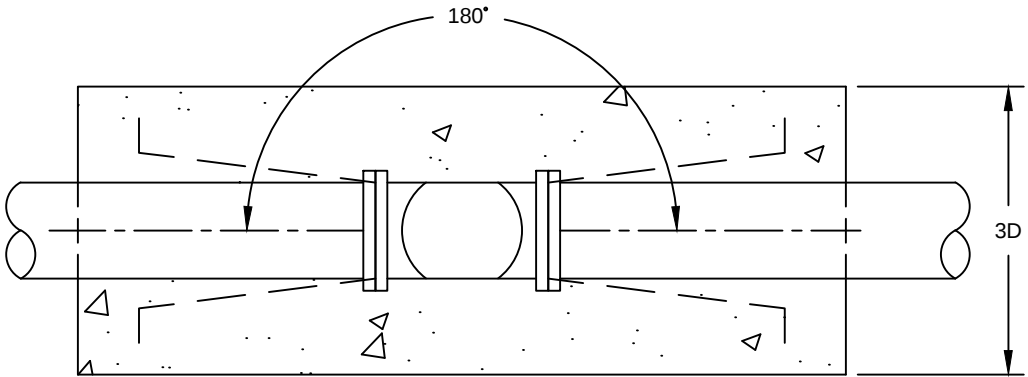
CITY OF OSAGE BEACH TYPICAL DETAIL THRUST BLOCK DETAIL

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-9

NOTE:
M.J. FITTING WITH RETAINER GLANDS
REQUIRED FOR ALL VERTICAL BENDS



Date Revised:
OCTOBER 2004

By:
SH

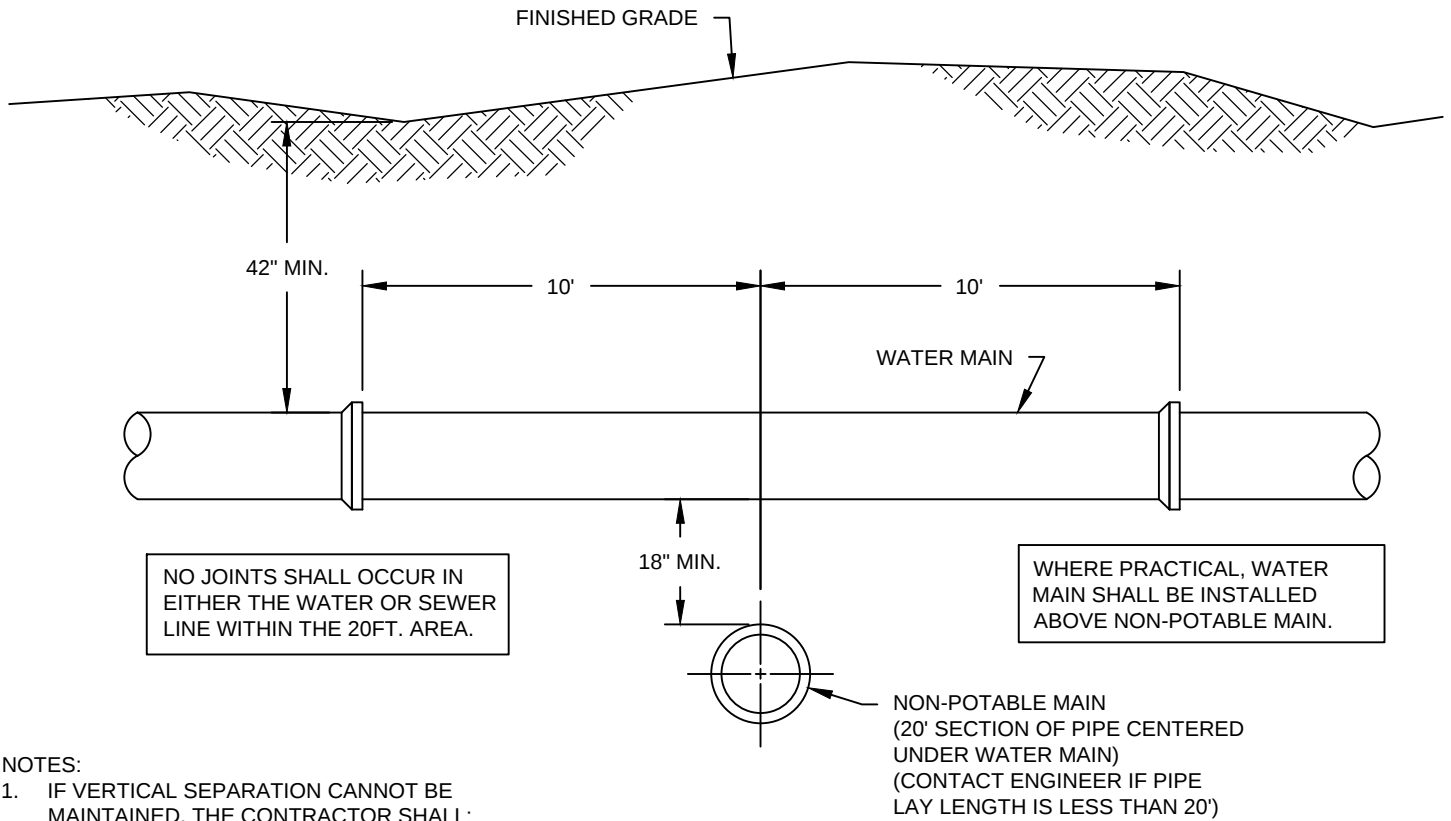
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CITY OF OSAGE BEACH
TYPICAL DETAIL
VERTICAL BEND THRUST BLOCK

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-10



NOTES:

1. IF VERTICAL SEPARATION CANNOT BE MAINTAINED, THE CONTRACTOR SHALL:

1.1. PROVIDE ENCASEMENT TO A POINT OF TEN FEET ON EITHER SIDE OF THE SEWER/WATER LINE CROSSING AS APPROPRIATE. CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS WATER MAIN.

OR

1.2. CONSTRUCT ONE OF THE WATER OR SEWER MAIN WITH MECHANICAL OR MANUFACTURED RESTRAINED JOINT PIPE OR FUSION WELDED PIPE.

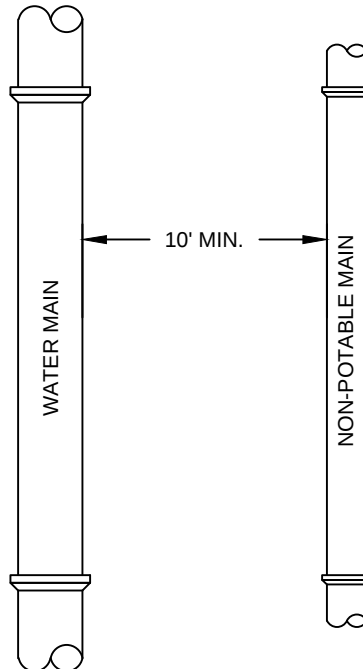
2. IF HORIZONTAL SEPARATION CANNOT BE MAINTAINED, THE CONTRACTOR SHALL:

2.1. CONSTRUCT ONE OF THE WATER OR SEWER MAIN WITH MECHANICAL OR MANUFACTURED RESTRAINED JOINT PIPE OR FUSION WELDED PIPE.

OR

2.2. PROVIDE A CONTINUOUS CASING. CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS A WATER MAIN

VERTICAL SEPARATION



HORIZONTAL SEPARATION

Date Revised:
OCTOBER 2004

By:
SH

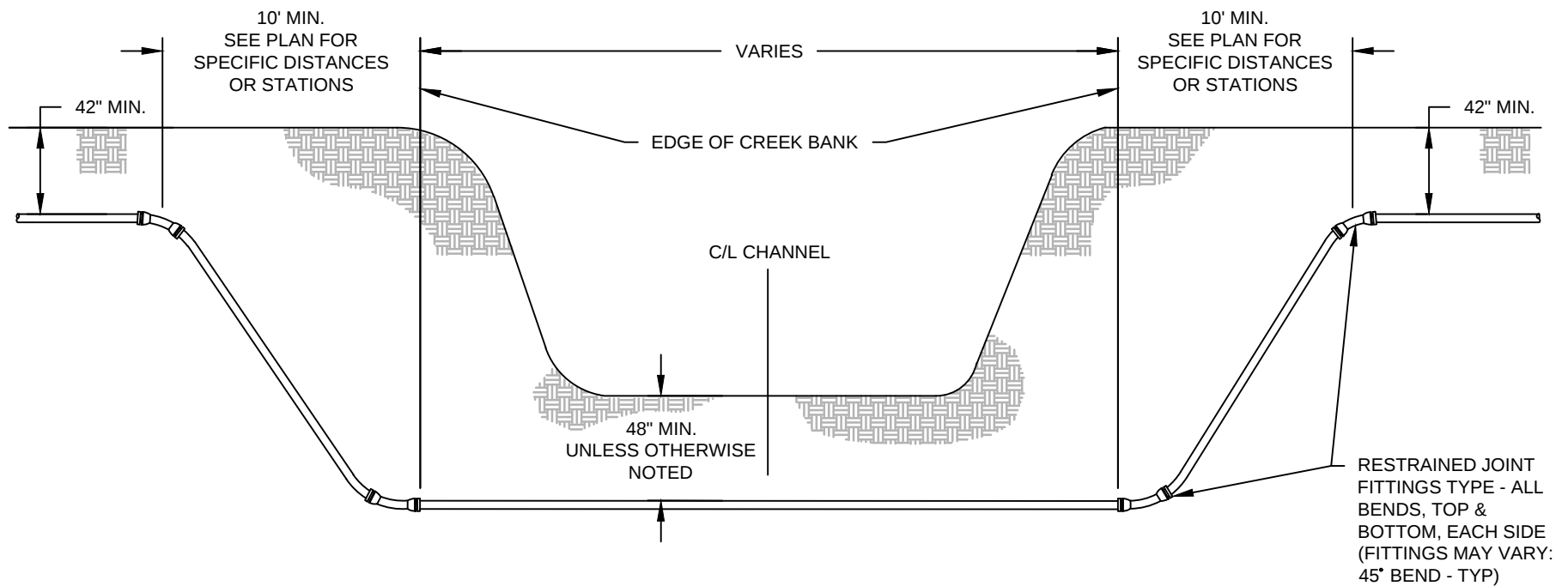
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CITY OF OSAGE BEACH
TYPICAL DETAIL
WATER / NON-POTABLE MAIN CROSSING

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-11



Date Revised:
OCTOBER 2004

By: SH

Checked By:
JB

CITY OF OSAGE BEACH TYPICAL DETAIL CREEK CROSSING

Design Guideline:
SECTION 2

WATER SYSTEM

Drawing No:
II-12

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

SECTION III – SEWER SYSTEM

OVERVIEW

The City of Osage Beach operates a sewage collection and treatment system in accordance with the Missouri Department of Natural Resources (MDNR) regulations. The system is comprised of pressure and gravity sewer lines, grinder stations, lift stations, and a jointly owned regional sewage treatment facility. The plant is managed by the Lake Ozark / Osage Beach Joint Sewer Board. The collection system within Osage Beach, and from the city to the plant, is owned and operated by the City of Osage Beach. At the current time, there are a few isolated areas within the city that are not served by the collection system. It is the policy of the city that all occupied facilities within the city will have city sewer service.

At the present time, there are over 1125 grinder stations and 56 sewage lift stations. These stations have been standardized to use ABS/Sulzer pumps and appurtenances. ~~Grinder station packages, including simplex and duplex stations, can be purchased from the City of Osage Beach. Packages include the standard depth basin (6 feet), electrical panel, pumps, base elbow, guiderail, lifting chain, floats and bracket. Contact Public Works at (573) 302-2020 for additional information or questions. Packages may be purchased from a supplier so long as they conform to the City's standards described by this section. The Public Works Operations Manager reserves the rights to redirect anyone to a supplier for the purchase of multiple packages at one time. This practice shall continue until determined by the city to be infeasible or otherwise unsatisfactory.~~

All modifications to the sewage treatment plant or the sewage collection system shall conform to the MDNR regulations and polices as supplemented herein.

REFERENCED CITY ORDINANCES

Chapter 400.110	Subdivision Regulations
Chapter 410.130	Contents (Location and design of water mains and appurtenances)
Chapter 410.190	Design Basic Standards
Chapter 410.260	Location of Utilities in Right-of-Ways
Chapter 410.330	Sanitary Sewers
Chapter 710	Sewers and Sewerage Systems

SEWERAGE DESIGN

Wastewater Treatment Facility

Modifications to the existing treatment facility must be made under the direction of the Lake Ozark/Osage Beach Joint Sewer Board. Such modifications must be designed in accordance with and approved by MDNR. If the City needs to have changes made in the plant, they must forward the request to the Lake Ozark/Osage Beach Joint Sewer Board.

Sewage Collection System

Modifications of and additions to the existing sewage collection system shall be made in accordance with MDNR regulations as supplemented herein.

Hydraulic Design

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

AVERAGE DAILY FLOWS

<u>Type of Establishment</u>	<u>Pounds BOD per Person</u>	<u>Gallons/Day per Person</u>
<i>Residential</i>		
Single Family	0.17	100
Apartments	0.17	100
Condos	0.17	100
<i>Commercial Food & Drink</i>		
Tavern	0.01	2
Fast Food	0.02	5
Restaurant w/ garbage grinder	0.04	5
Carwash (10.3 gpd/sf) (31.5 gpm Peak Hour/ Bay)	See Data To Left	
<i>Institutions</i>		
Day School w/ gym & showers	0.03	20
Day School w/ cafeteria (Add)	0.02	4
Day School w/ garbage grinding (Add)	0.02	1
Hospital (per bed)	0.22	200
Nursing Home	0.17	125
Park Restroom	0.02	5
Park Restroom w/ showers	0.06	25
Swimming Pool	0.06	25
Country Club (per resident)	0.17	100
Country Club (per member)	0.06	25
Service Station	0.01	5
Laundromat (per machine)	1.25	580
Hotels	0.15	50
Motel w/o Restaurant	0.1	40
Luxury Resort	0.17	75
Camp Trailer	0.08	30
Church (per seat)	0.01	5
Store/Shopping Center/Mall (per 1000 sf of floor area)	0.34	200
Stadium/Auditorium/Theater/Drive-In (per seat)	0.01	5
*Includes infiltration		

Hydraulic Design shall be based upon the following criterion:

EQUIVALENT POPULATION

<u>Facility</u>	<u>Persons/Unit</u>
------------------------	----------------------------

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

Single Family Residence	3.7
Apartment/Condo—One Bedroom	2
Apartment/Condo—Two Bedroom	3
Apartment/Condo—Three Bedroom	3.7
Mobile Home	3
Camper Trailer	3
Motels (per room)	3

Wastewater design shall be in accordance with MDNR's Wastewater Guidelines and Standards Document (PUB2754). For hydraulic capacity, refer to Table 1-1. Minimum Design Loadings in MoDNR's PUB2754. The designer shall provide data used for calculating the system flow data. For population per dwelling, refer to Table 1-2. Minimum Population Equivalent in the above referenced document.

Property Owners shall be responsible for improvements to existing stations due to increased flow volumes. If the City deems a property owner has changed the conditions of an existing station, a notice will be provided by the City's Compliance Officer. Common changes causing station upgrades includes, but are not limited to, overnight rentals, building expansion, excessive water use, change in dwelling type, etc.

PEAK HOURLY FLOW = 4 X AVERAGE DAILY FLOW

Gravity Sewers

Gravity Sewers design shall conform to the applicable MDNR regulations and as specified herein. The peak hourly flow shall be determined, and the gravity line sized accordingly with the following additions:

1. Gravity sewer laterals from a residence to grinder station or main:
 - a. Shall be not less than 4-inch pipe.
 - b. Shall have a cleanout located within 5 feet of the residence and at all vertical and horizontal bends; a sanitary tee within 5 feet of the grinder station or main; and a backflow valve adjacent the grinder station.
 - ~~c. Shall not exceed 150 feet in length. Residence service lines over 150 feet in length shall be treated as sewer mains.~~
 - d. Shall be SCH 40 with SCH 40 fittings or ASTM D3034 DR 26 PVC with sanitary sewer DR 26 PVC ~~or ductile iron~~ fittings.
 - e. All bends shall be long radius bends. Short radius 90° bends are specifically prohibited.
2. Gravity Sewer mains:
 - a. Sewer mains shall be designed for the peak hourly flow and shall be not less than 8-inch pipe.
 - b. Gravity sewer pipe shall be:
 - ~~i. Ductile iron, ASTM A746, Class 350 with cement lining. Ductile iron Push-on type joints and fittings shall be used, or~~
 - ~~ii. ASTM 2241, DR 21, Class 150 with approved fittings.~~
 - iii. **PVC**, ASTM D3034, SDR 26, with SDR 26 PVC sanitary fittings. **For depths greater than 8 feet.**
 - iv. ASTM D3034, SDR 35, with SDR 35 fittings where maximum depth of cover is eight (8) feet or less.
 - ~~v. SCH 40 PVC with SCH 40 fittings~~

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

- c. Manholes shall be constructed at the end of main and at changes in horizontal or vertical alignment, or not more than every 350 feet.
 - ~~d. When a residence service line will exceed 150 feet, a manhole shall be constructed with a 4-inch service line to the residence and a minimum eight-inch main to remainder of the system.~~
 - f. All bends shall be long radius bends. Short radius 90° bends are specifically prohibited.
3. **Residential lateral** connections to sewer mains shall be made using a sanitary wye tapping fitting.
4. Connections to grinder pump basins:
- a. Shall be made using a cast iron inlet hub of appropriate diameter and shall be bolted to the grinder basin and sealed with an approved silicone seal. A PVC backflow valve (check valve) shall be installed within 2 feet of the basin.
 - b. Inlet pipes shall be installed **18-inches to 30-inches below the grinder station lid. a minimum of 4 feet above the bottom of the grinder basin and not less than 18 inches below the top of the basin.**
5. Bedding:
- a. Shall be installed around the pipe from **3 6 inches below to 12 inches above the pipe. Bedding shall be nominal ½-inch minus crushed rock conforming to MoDOT Type 5 aggregate, Section 1007. 1004, Grade D, Chat, or pea gravel, or Osage River Sand. Any material used shall have a PI of 6 or less. Trench backfill shall not contain any material with a nominal particle size greater than six (6) inches.**
6. Detectable Marking Tape and Toning Wire:
- a. Metallic detectable marking tape, Type III, shall be placed in the trench above all sewers, gravity, and pressure, one foot above the pipe.
 - ~~b. Locator wire shall be standard tracer wire, a single No. 12 U.L. approved copper wire of the solid type with insulation for 600 volts. Wire for this service shall be green in color and provided in standard rolls of not less than five hundred (500) foot lengths. Locator wire shall be placed on top of the water main and secured with tape at 8-foot intervals. Locator wire shall extend to all terminus, such as manholes, valves, pump stations, and valve vaults. No. 12 solid copper Toning wire shall be located three inches above taped to the top of the sewer line and shall be continuous from terminus to terminus and shall include all city-owned sewers.~~
 - i. ~~Splices shall only be allowed where accessible. Buried splices will not be allowed. If valve box locations are spaced more than 500 feet apart, contractor shall install a vertical piece of 6-inch diameter PVC adjacent to the water main topped with a cast iron bonnet and cover marked "water". The wire shall be run outside up alongside the valve box, then through a hole in the valve box just below ground level. The splice connector shall be left exposed at the top of the valve box. Wire contact points shall be provided at no more than 500-foot intervals.~~
 - ii. Prior to final acceptance by the City, the contractor shall demonstrate that the locator wire works to the satisfaction of the City Inspector or Public Works Operations Manager or designee.
7. Minimum grades for gravity sewers:
- a. 4-inch sewer shall be not less than 1.00%
 - b. 6-inch sewer shall be not less than 0.67%
 - c. 8-inch sewer shall be not less than 0.50%
 - d. 10-inch sewer shall be not less than 0.33%
 - e. Larger shall be as approved by the ~~City Engineer~~ **Public Works Operations Manager**

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

8. Minimum depth of cover for gravity sewers:
 - a. Shall be not less than ~~18 inches~~ 24 inches above the top of pipe.
9. Maximum depth of cover shall be 8 feet unless specifically authorized in writing by the ~~City Engineer~~ Public Works Operations Manager.
10. Manholes shall be as detailed (~~Drawing III-4/ III-5~~) in the Osage Beach Design Guidelines or as approved by the ~~City Engineer~~ Public Works Operations Manager.

Sewer manhole casting and cover specification:

- a. All Osage Beach sanitary castings/ frames shall be Neenah Cat R-1642 or approved equal.
 - b. Cover marked "Sanitary Sewer".
 - c. Concealed pick holes (2) per NF 1015
 - d. Mechanical Groove in lid for oil resistant T-gasket.
 - e. Bolts are not required unless called out in special conditions
11. Valve Boxes shall be a vertical piece of 6-inch diameter PVC pipe ~~Buffalo type~~ with cast iron bonnet and cover ~~lid~~ marked "sewer".
 12. Leak testing for gravity sewers may be tested by air or water method.
 - f. **Water Tests**
 - i. Gravity sewer lines shall be plugged at the bottom end and filled with water to the top of the next upstream manhole, left for 24 hours.
 - ii. If no manhole, to the top of the farthest upstream cleanout left for 24 hours.
 - iii. The line shall then be refilled with a measured amount of water.
 - iv. The allowable leakage shall be 1 gallon per 100 feet of line tested.
 - g. **Air Tests**
 - i. Test lines between manholes with low-pressure air.
 - ii. Safety requires a regulator or relief valve on pressurizing equipment, set at 8 psig
 - iii. No one will be allowed in manholes while there is air pressure against test plugs.
 - iv. Plug all pipe outlets to resist test pressure. Give special attention to laterals.
 - v. Plug all other pipes in both upstream and downstream manholes and fill manholes with clear water to just above the line plugged for testing. Any bubbles appearing during the test indicate leakage past a plug or in part of the test equipment.
 - vi. Compute the test pressure by multiplying 0.43 x the elevation difference (in feet) of the upstream manhole rim and the invert of the line under test at the downstream manhole. The result is in psig and may be rounded to the nearest half psig. The test pressure shall be not less than 3.5 psig, nor more than 6.0 psig. Total line length included in any test section shall not exceed 400 feet.
 - vii. Supply air into the line until test pressure is attained. Allow at least 5 minutes for air temperature in the test section to stabilize.
 - viii. Reestablish the test pressure and start a stopwatch. Determine the time required for pressure to drop 0.5 psig.
 - ix. If the pressure does not drop during the stabilization period and no additional air has been added, the section undergoing test will have passed without further testing.
 - x. The pipe section will also have passed if the time observed for the pressure to drop 0.5 psig is greater than that determined by using the following table:

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

<u>Pipe Size, Inches</u>	<u>Time</u>
4	4 minutes 2 seconds
6	6 minutes 0 seconds
8	7 minutes 37 seconds
10	9 minutes 8 seconds
12	10 minutes 58 seconds
14	12 minutes 30 seconds
16	14 minutes 32 seconds

*** When a combination of more than one pipe size is under test,
the calculated time for the larger pipe shall apply.**

- h. **Manholes** may be tested by vacuum or water method.
- i. Water Method - shall be tested by plugging inlet and outlet pipes and filling with water to the top of the manhole cover ring and letting set for 24 hours. The maximum leakage shall be a drop in water level of 3 inches.

Pressure Sewers

Pressure Sewers design shall conform to MDNR requirements and as supplemented herein. The design of additions to the City sewer system shall minimize the need for pressure sewer to the maximum extent practicable to reduce the number of lift or grinder stations to the minimum required. Pressure sewers shall conform to the following criterion:

1. Pressure sewers shall be designed for flow rates between 2.0 fps and a maximum of 5.0 fps. The minimum diameter of pipe used shall be 1-1/4 inches.
2. Pressure pipe:
 - a. Less than 4 inches in diameter shall be schedule 80 PVC or ASTM 2241, DR 21, Class 150, or HDPE AWWA C906, ~~DR 9 copper tube size. SDR 21 class 200, or DR9 CTS.~~
 - b. 4 inches and larger shall be: ~~AWWA C151 Class 350 ductile iron, or~~ AWWA C900 DR 18 Class ~~150 235~~ PVC.
3. Joints:
 - a. For SCH 80 pipe shall be solvent welded.
 - b. For other pipe shall be neoprene lined push-on type joints or as approved by the ~~City Engineer~~ **Public Works Operations Manager.**
4. Fittings:
 - a. For Schedule 80 pipe shall be Schedule 80 fittings.
 - b. For other pipe may be appropriately rated and compatible PVC or ductile iron on PVC ~~and shall be ductile iron on ductile iron sewers.~~ All fittings shall be neoprene gasket push-on type or as approved by the ~~City Engineer~~ **Public Works Operations Manager.**
 - c. Long radius bends or multiple fittings shall be used. Short radius 90° bends are specifically prohibited.
5. **The minimum cover for all pressure sewer is 36 inches.**

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

6. The maximum depth of cover for pressure sewers is 4 feet unless specifically authorized in writing by the ~~City Engineer~~ Public Works Operations Manager. Deeper main installation will be allowed to achieve minimum separation when crossing other utilities. Cover for crossing utilities shall not be greater than 8 feet.
7. Bedding shall be installed around the pipe from ~~3~~ 6 inches below to 12 inches above the pipe. Bedding shall be ~~nominal 1/2-inch minus~~ crushed rock conforming to MoDOT Type 5 aggregate, Section 1007. ~~Section 1004, Grade D, Chat, or pea gravel, or Osage River Sand. Any material used shall have a PI of 6 or less.~~ Trench shall not contain any material with a nominal particle size greater than six (6) inches.
8. Detectable marking tape and Toning Wire:
 - a. A metallic detectable marking tape, Type III, marked "Sewer Below" shall be placed in the trench 1 foot above all pressure sewers pipe.
 - ~~b. Locator wire shall be standard tracer wire, a single No. 12 U.L. approved copper wire of the solid type with insulation for 600 volts. Wire for this service shall be green in color and provided in standard rolls of not less than five hundred (500) foot lengths. Locator wire shall be placed on top of the water main and secured with tape at 8-foot intervals. Locator wire shall extend to al terminus, such as manholes, valves, pump stations, and valve vaults. No. 12 solid copper Toning wire shall be located three inches above taped to the top of the sewer line and shall be continuous from terminus to terminus and shall include all city owned sewers.~~
 - i. Splices shall only be allowed where accessible. Buried splices will not be allowed. If valve box locations are spaced more than 500 feet apart, contractor shall install a vertical piece of 6-inch diameter PVC adjacent to the water main topped with a cast iron bonnet and cover marked "water". The wire shall be run outside up alongside the valve box, then through a hole in the valve box just below ground level. The splice connector shall be left exposed at the top of the valve box. Wire contact points shall be provided at no more then 500-foot intervals.
 - ii. Prior to final acceptance by the City, the contractor shall demonstrate that the locator wire works to the satisfaction of the City Inspector or Public Works Operations Manager or designee.
- ~~9. The check valve shall be brass body, single flap type.~~
10. The inlet connection hub shall be cast iron inlet hub bolted to the basin. The back of the hub shall be sealed to the basin using approved silicone sealant. Appropriate inlet hubs are stocked by the ABS supplier.
11. An isolation valve shall be installed at the connection to the sewer main.
 - a. The valve shall be brass body, globe valve of the same nominal size as the pressure sewer.
 - b. Shall be installed at the connection to the sewer force main.
 - c. When possible, the valve should be located outside roadway or other similar traffic areas.
 - d. Globe valve shall have integral checks for open and closed positions.
 - e. Valve shall be placed upon a concrete, or approved, masonry pedestal to prevent settlement.
 - f. Shall be covered with a PVC piece of pipe and cast iron bonnet market "sewer" extended to 3 to 6 inch above finished surface.
 - g. If the finished surface is concrete or asphalt pavement, the valve box cover shall be flush with the paved surface.
 - h. Valve box covers on pressure sewers shall be marked "SEWER" and the markings shall be cast into the cover.

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

12. The tapping saddle:

- a. Shall be Brass similar and equal to Ford.
- b. Shall be sealed to the pipe by means of a rubber "O" ring seal to provide a connection suitable for a working pressure of 200 psi.
- c. Shall have flanged or threaded outlets conforming to ANSI B16.1.
- d. If possible, all tapping saddles shall be in the horizontal position.
- e. The Owner shall provide all equipment necessary to complete the tap, including saddle, corporation stop, valve and pipe.
- f. All wet taps 2-inch and smaller are to be performed by City Staff or a City approved contractor and witnessed by the City. Taps larger than 2-inch shall be performed by an approved contractor and witnessed by the City.
- g. Under no circumstances shall anyone make a wet tap without approval and authorization by the City Public Works ~~Director~~ Operations Manager or designee.

13. Leakage testing procedure is as follows:

- a. Upon completion of the ~~water~~ force main, it shall be cleaned, and all dirt, trash, debris, and deleterious materials removed from the line.
- b. Filled to capacity and all extraneous air removed.
- c. Pressurized to 75 psi above normal working pressure at the test location and hold for a period of not less than 2 hours.
- d. At end of testing period, the line shall be refilled with water and the amount of water to refill the line shall be measured and recorded.
- e. Amount of water to refill the line must be less than the maximum allowable leakage.
- f. Maximum allowable leakage shall be computed thusly:

$$Q_{Loss} = \frac{SDP}{2} / 133000$$

Where:

Q _{Loss}	=	Maximum allowable leakage
S	=	Length of the section tested in feet
D	=	Diameter of the pipe in inches
P	=	Test Pressure, PSI

DESIGN OF GRINDER PUMPS AND SEWAGE LIFT STATIONS

The design of grinder pump installation shall be certified by a Registered Professional Engineer and shall conform to the City and MDNR requirements. To reduce maintenance and operational cost, the City has selected ABS/Sulzer pumps and equipment as their standard. Accordingly, all grinder pumps and lift stations shall be designed using ABS/Sulzer equipment ~~unless specifically authorized by the City Engineer~~. The size, type, and capacity of the grinder pump, or lift station, shall be based upon the hydraulic loading and gradient necessary to pump sewage from the source to an appropriate location.

To all practical extents, development shall utilize an existing lift station or a new lift station to serve the property or properties. Multiple new grinder stations for a single development are subject to review and approval by the Public Works Operations Manager. See Typical Detail III-12 for Lift Station Requirements.

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

Hydraulic Design Considerations

1. Using the previously presented charts determine the following:
 - a. Average daily flow (ADF)
 - b. Peak hourly flow (PHF)
2. Calculate the following and provide calculations in the design submittal:
 - a. Total static head - from the proposed pump inlet to point of discharge. The point of discharge will be to the next lift station wet well on the sewer pressure main.
 - ~~b.~~ Total dynamic head - this must include total static head plus line friction losses for pipe, fittings, and connections from the proposed pump to the point of discharge. This also must include friction losses for flow in the main assuming that a portion of the downstream pumps are running. The **Public Works Operations Manager or a designee will assist with providing main pressure at a nearby lift station or connection point. City Engineer will be able to assist in this determination.**
 - c. Pumping rate based upon wet well size and a maximum cycle time at peak hourly flow of 6 times per hour.
 - d. Wet Well Capacity based upon a minimum storage above high pump off elevation of 2 hours of peak hourly flow or 45 minutes with SCADA installed. Wet well capacity shall be determined as follows:

$$VM = (QPHF \times 120) + VHPO$$

Where:

VM = Volume in wet well below inlet pipe
QPHF = Peak hourly flow in gpm
VHPO = Volume in wet well below emergency pump on

3. The wet well design shall also conform to the following:
 - a. Minimum diameter for simplex wet wells is 36 inches.
 - b. Minimum diameter for duplex wet wells is 48 inches.
 - c. Minimum depth **of the inlet pipe shall be 18 inches to 30 inches as measured from the station lid. from bottom invert of the inlet to bottom of the wet well is 48 inches.**
 - d. Maximum total depth of the wet well from lid to bottom is 12 feet.
4. Select the pump model and horsepower from the ABS pump curves.
5. Select the pressure line type and size as discussed under “pressure sewers” herein.

Additional Limitations or Specifications for Grinder Pumps

1. No more than 2 residences may be served by a simplex grinder station.
- ~~2.~~ No more than **15 10** single-family residences, or their equivalent, may be served by a single duplex grinder station. **This is subject to the review of the City Engineer. Multiple dwellings being served by a single simplex or duplex station is subject to review and approval by the Public Works Operations Manager.**

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

3. All commercial facilities shall have a duplex grinder pump station. ~~In instances where a commercial facility has an average daily flow of less than 16 gpm, and no further development or additional capacity is contemplated, a simplex pump and controls may be installed in a duplex basin.~~
4. Triplex package units or custom-built lift stations are subject to the review and approval of the City ~~Public Works Operations Manager~~ **Engineer**.
5. Each Grinder Pump Station shall include an ABS pump(s) fiberglass basin including internal piping, pump base and guide rail; and ABS Pump Control Panel as described in the specifications:
 - a. The basin will be an ABS basin, or the equivalent thereof, and either simplex or duplex as required.
 - b. All internal piping and pump guide rails shall be ~~galvanized~~ **stainless steel**.
 - c. Concrete anti-floatation ring shall be cast around the basin base.
 - d. Basin cover (lid) shall be of steel with minimum thickness of ¼ inch and coated with a high temperature baked epoxy or air-dried epoxy paint, green in color. **No fiberglass lids will be allowed for grinder stations.**
 - e. Lid shall be fully bolted and/or hinged secured.
6. All grinder stations of 6.2 HP or less shall have internal discharge piping of 1-1/4 inch stainless steel pipe.
7. All grinder stations of more than 6.2 HP shall have stainless steel discharge piping of minimum 2 inch; ~~or as approved by the City Engineer.~~
- ~~8. All grinder stations shall have a brass bodied globe valve installed in each discharge line within the grinder station at a location approved by the City Engineer.~~
9. Minimum distance from top of grinder basin cover to top of inlet pipe shall be ~~18~~ **24** inches.
10. Minimum distance from top of grinder basin to bottom of discharge pipe(s) shall be 48 inches.
11. Maximum depth of the grinder station basin shall be 12 feet.
- ~~12. A finished grade around the station shall be established to be 2-inches below the lid and a 5-foot flat working area surrounding the station.~~
- ~~13. Access shall be provided to any grinder station for City access. The access is subject to review and approval by the Public Works Operations Manager and/or his/her designee.~~

Electrical Service for Sewage Lift Stations and Grinder Stations

1. AmerenUE is the provider for electrical service. The owner, developer, or contractor shall make arrangements with AmerenUE for electrical service to the grinder station.
2. Electrical energy shall be provided on a direct individually metered service of the appropriate capacity for the facility to be served.
3. The use of "Add-a-Phase" or other artificial phasing devices is prohibited.

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

4. When three phase service is required the owner or developer shall make all necessary arrangements with AmerenUE to provide the required service.

Grinder Station Electrical Panel

1. ABS/~~Electric Control Company~~ panel supplier shall provide the standard panel developed for the City, of the correct model to match the pump(s).
2. Control panel shall be fully and completely compatible and parts interchangeable with existing ~~City owned~~ units or as directed by the ~~City Engineer~~ Public Works Operations Manager.
3. Shall be mounted on galvanized steel rack at a height of ~~four feet as measured from the top of station lid to the bottom of the station panel and four feet as measured horizontally away from the edge of the station. approximately 5 feet above finished grade.~~
4. Each control panel shall have a wiring diagram, or schematic, attached to the inside of the outer door of the control panel box.
5. All exterior wiring shall be run in rigid metal conduit ~~from the panel to the station and for at least 10 feet away from the panel in any direction. All ridged metal conduit installed below grade shall be wrapped or coated with a waterproofing sealer. No junction box will be allowed between the control panel and the station.~~
6. ~~Each station shall have a City owned quick throw disconnect with the appropriate rating for the station's electrical requirements.~~
7. All work should be done in accordance with the National Electric Code and all material should be UL approved.
8. Control rack:
 - a. Shall be ~~a minimum of~~ 24-inch frame width.
 - b. Frame shall be 2-inch square steel tubing (#9 gauge minimum).
9. All components shall be hot dip galvanized.
10. Field cuts must be saw cut and saw cuts shall be painted with Rust-Oleum or Galva-Well.
11. Below grade metal components shall be painted with a minimum of two coats of Koppers Super Service (blk) Tenemec #450 Heavy Tenemecol coating/sealer or approved equal.
12. Legs shall be set in concrete and concrete shall be a minimum of 18 inches deep and 12 inches in diameter.
13. Electrical service wires, pump service wires, and float control wires, shall be run in minimum 2-inch galvanized rigid steel conduit. ~~Minimum of two (2) conduits shall be run to the station, one (1) conduit for pump wires and one (1) conduit for communication controls.~~

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

14. All bends and fittings shall be long radius bends. ~~A maximum of one (1) sweep will be allowed between the panel vertical bend and the grinder station perforations.~~
15. An explosion proof wye fitting shall be installed 6 inches below the control panel.
16. No splice boxes will be permitted within the grinder pump basin.
17. Riser for ground wire shall be in ½ inch rigid, galvanized steel, conduit with grounded bushings, with stubbed and bonding jumper.
18. Grounding Rod:
 - a. Shall be copper clad grounding rod.
 - b. ½ inch by 8 feet in length.
 - c. Rod shall be driven vertically into the ground or as directed by the ~~City Engineer~~ Public Works Operations Manager or designee.
19. Electric meter, meter base, disconnect, and panel shall comply with AmerenUE Service Manual, ~~latest edition. Section 5.3.1 (bypass requirements).~~
20. ~~SCADA shall be provided by Systems Manufacturing, 14042 W 107th St. Lenexa, KS, 66215; phone (913) 485-3307. Where SCADA is required the controls must be approved by the Public Works Operations Manager prior to installation.~~

REQUIRED INSPECTIONS, TESTING, AND START UP PROCEDURES

1. Construction Drawings are required for all gravity and pressure sewers and all grinder or sewage lift stations. Such drawings shall be designed and sealed by a Registered Professional Engineer in the State of Missouri. ~~Construction of one- and two-family dwellings and their accessory structures are excluded from this requirement, unless the design requires an extension to the City's system.~~
2. ~~All~~ The design and materials ~~and equipment~~ shall conform to ~~these~~ the City of Osage Design Guidelines. ~~Such drawings shall be reviewed and approved by the Public Works Operations Manager or designee prior to any onsite construction.~~
3. All gravity and pressure sewers shall be inspected by ~~the City Inspector~~ ~~Public Works Department Personnel~~ prior to backfill.
4. All gravity and pressure sewers, manholes, and wet wells shall be tested for leakage as specified herein and shall be performed in the presence of City personnel.
5. Grinder and sewage lift stations shall be fully tested for performance and operation in the presence of City personnel. Such testing shall include:
 - a. Pumping rates
 - b. Pumping cycle tests including emergency alarm and startup of standby equipment (if so equipped)
 - c. Electrical current and voltage checks.
 - d. The contractor/developer shall provide the services of a manufacturer's factory representative to be present during the tests.

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

6. Upon completion of all testing startup procedures the City will issue a certificate of acceptance. The system will not be connected to City Service or accepted by the City until the acceptance certificate is issued. ~~If the system cannot be accepted, no building occupancy permit will be issued.~~

AS CONSTRUCTED DRAWINGS AND MAINTENANCE DOCUMENTS

The contractor/developer shall provide the City with not less than two full sized "As Constructed" drawings certified as being correct record drawings by a Registered Professional Engineer in the State of Missouri.

The contractor/developer shall provide one copy of a certified and recorded utility easement for all sewer lines and grinder station sites to be turned over to the City. Easements shall be prepared and sealed by a Registered Land Surveyor in the State of Missouri.

TYPICAL DETAILS FOR SEWER APPURTENANCES

Sewer appurtenances shall conform to the typical details attached hereto.

PUBLIC INFORMATION PACKET – SEWER DESIGN

Applicants for a building or zoning permit will be provided with a “Sewer Information Packet” which reflects the requirements contained in this design manual and pertinent City ordinances. Such packet shall be considered as an approved part of the Design Guidelines.

SEPTIC TANK SYSTEMS

City Code Section 710-~~090~~ requires that any facility constructed within 300 feet of an existing City sewer must connect to such sewer. There are a few locations within the City where City sewer is not available. In those cases, the owner may be authorized by the City to construct or repair a septic system.

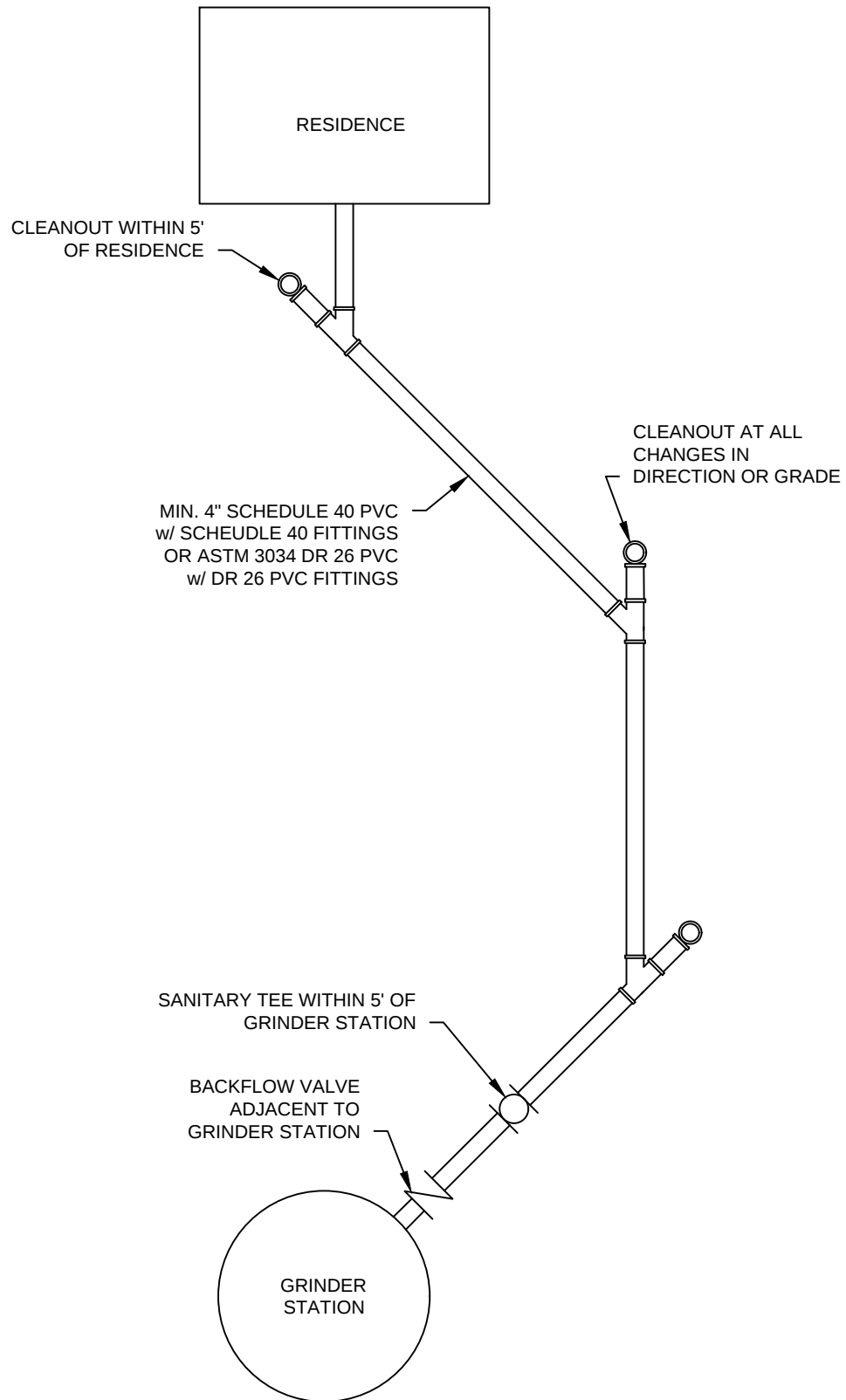
REQUIREMENTS FOR AUTHORIZED PRIVATE SEWAGE DISPOSAL SYSTEMS

A Septic Tank Permit from the City is required prior to construction. Approved soil morphology, permeability tests and soil percolation tests, site topography, septic tank, and absorption system, designed by a Registered Professional Engineer in the State of Missouri are required for the permit.

1. The system must be designed by a Registered Professional Engineer in accordance with Missouri Department of Health Regulations ~~710.025 through 710.059~~, Missouri Laws for On-site Sewage Disposal Systems, and 19 CSR 20-3.060 Minimum Standards for On-site Sewage Disposal Systems.
2. Soil morphology, permeability tests and soil percolation tests shall be made by a Registered Professional Engineer in the State of Missouri or State Certified Soil Scientist. Tests and reports shall be in accordance with 19 CSR 20-3, Para (2) Site Evaluation.
3. The minimum setback distances shown in 19 CSR 20-3, Table 1 Minimum Setback Distances shall be strictly followed.

Design Guidelines
City of Osage Beach
SECTION 3 - SEWERAGE DESIGN

4. Flow rates or volumes shall be computed based on 120 gal/day/bedroom or 60 gal/day/person, the minimum flow from a residence shall be 240 gal.
5. The minimum septic tank capacity shall be 1250 gallons. Septic tanks shall be constructed in strict conformance to 19 CSR 20-3, Para. (4) **Sewage Tanks**.
6. Absorption systems shall be in accordance with 19 CSR 20-3, Para. (5) Absorption Systems.
7. Alternative systems shall be in accordance with 19 CSR 20-3, Para (6) Alternative Systems.



Date Revised:

MARCH, 2007

By:

sh

Checked By:

JB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
RESIDENTIAL SERVICE CONNECTION**

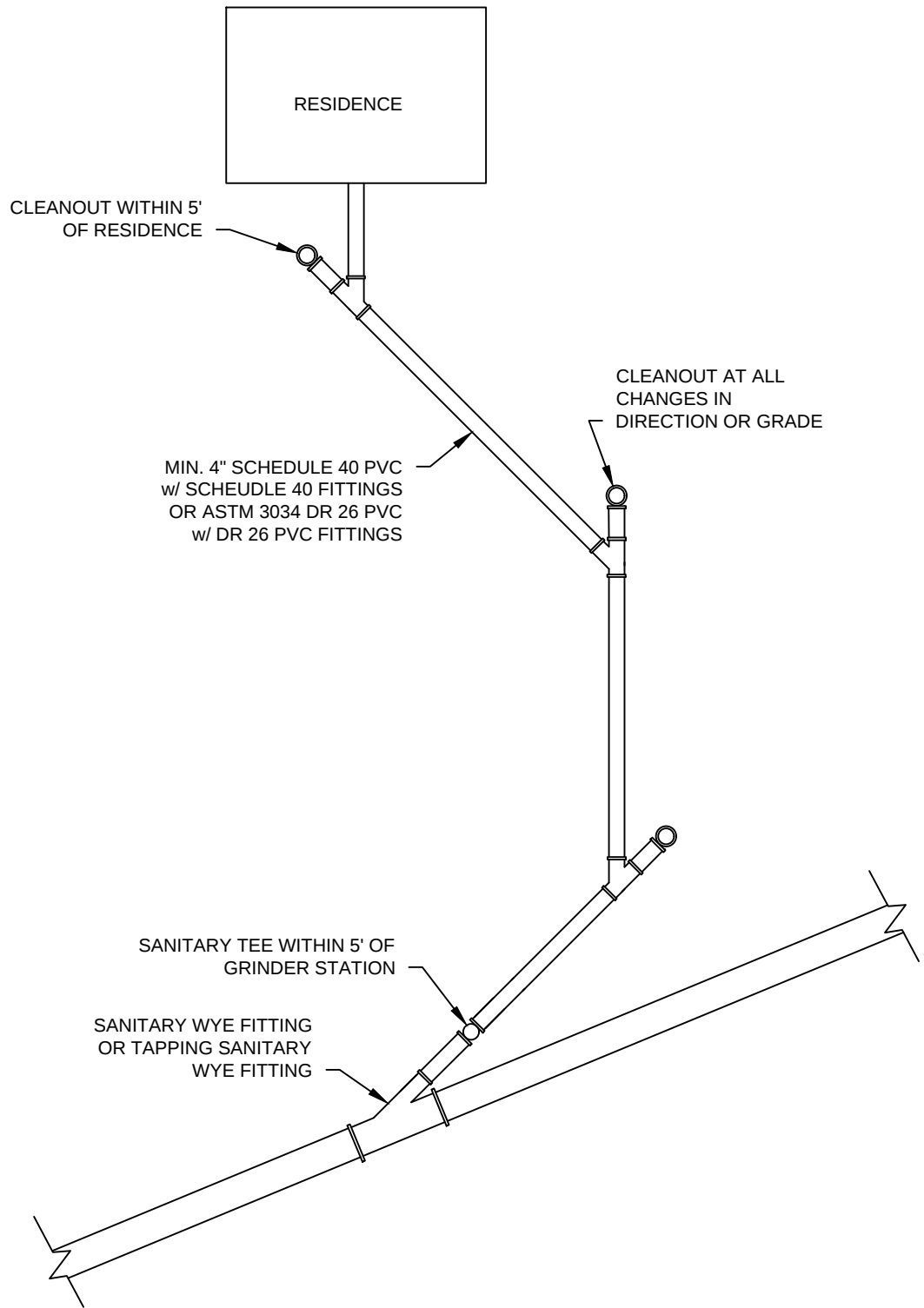
Design Guideline:

SECTION 3

SEWERAGE DESIGN

Drawing No.:

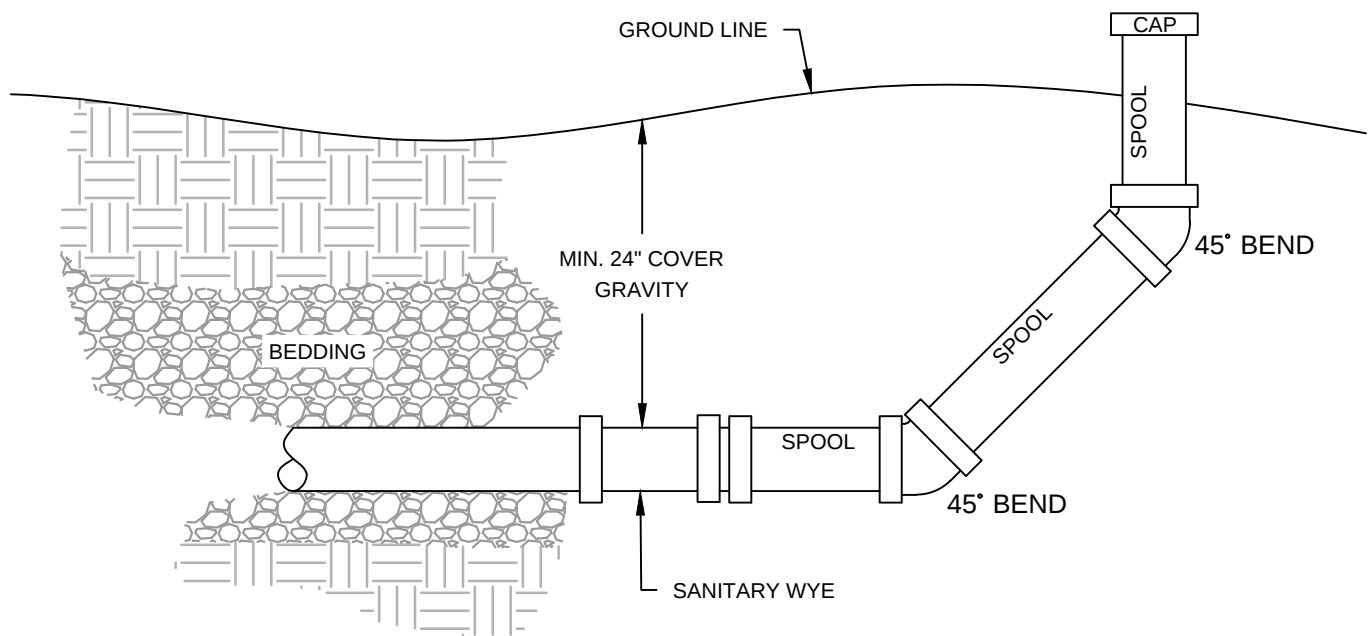
III-1



Date Revised:	MARCH, 2007
By:	sh
Checked By:	JB

CITY OF OSAGE BEACH
TYPICAL DETAIL
RESIDENTIAL SERVICE CONNECTION

Design Guideline:	SECTION 3
	SEWERAGE DESIGN
Drawing No.:	III-2



Date Revised:

Oct., 2004

By:

sh

Checked By:

JB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
SANITARY SEWER CLEANOUT DETAIL**

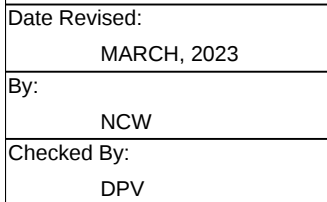
Design Guideline:

SECTION 3

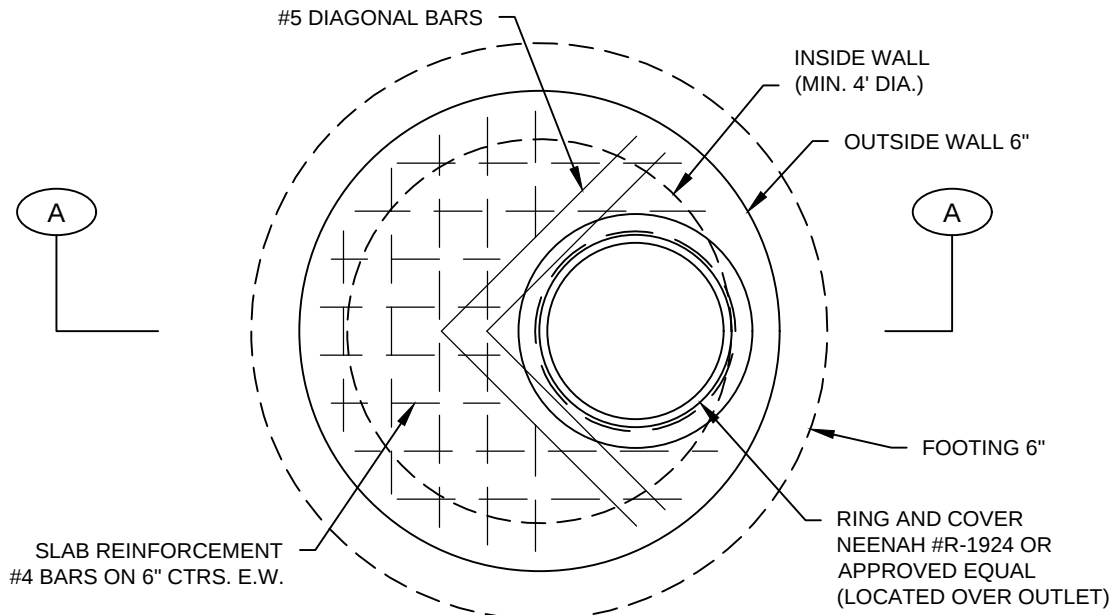
SEWERAGE DESIGN

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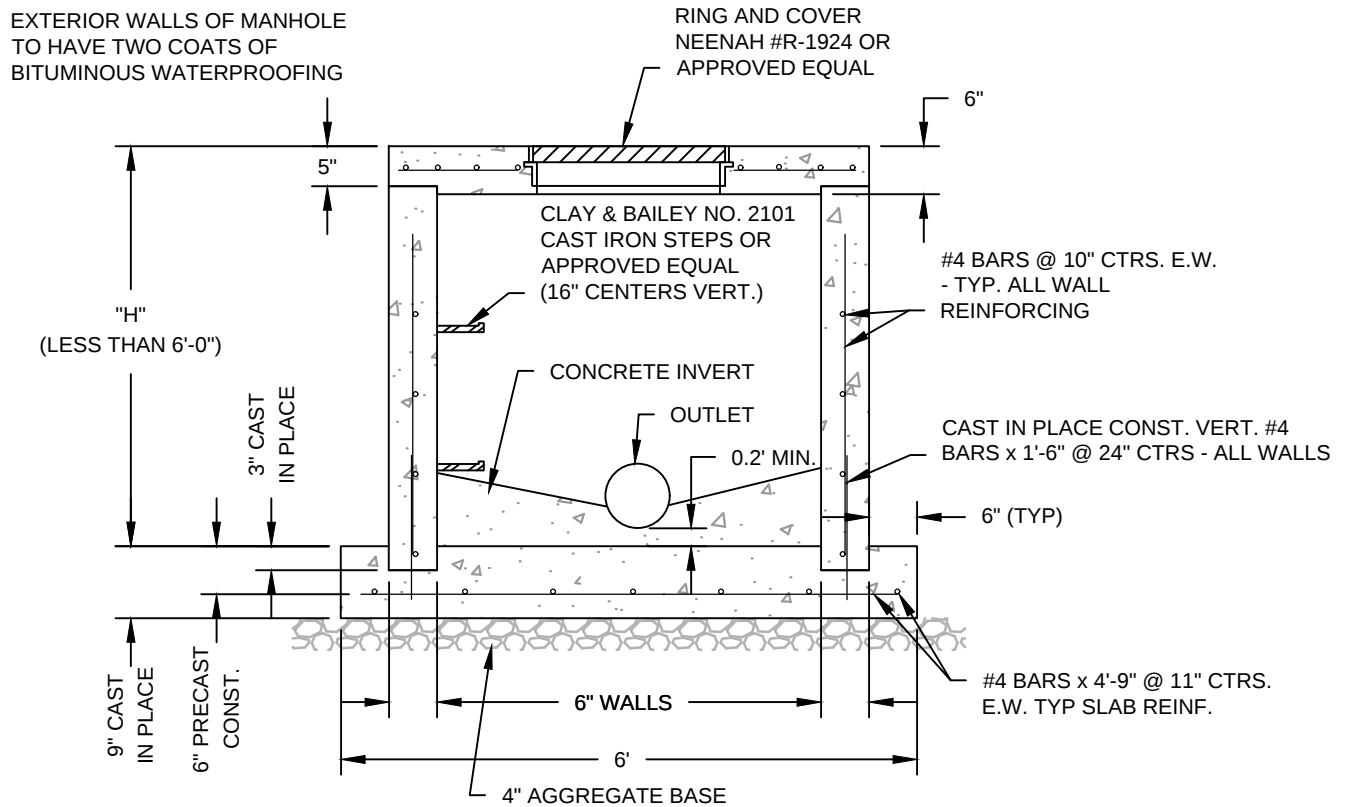
III-3



Design Guideline:
SECTION 3
SEWERAGE DESIGN
Drawing No.:
III-4



PLAN VIEW



SECTION A-A

Date Revised:

AUG., 2008

By:

jdb

Checked By:

nle

**CITY OF OSAGE BEACH
TYPICAL DETAIL
FLAT TOP MANHOLE**

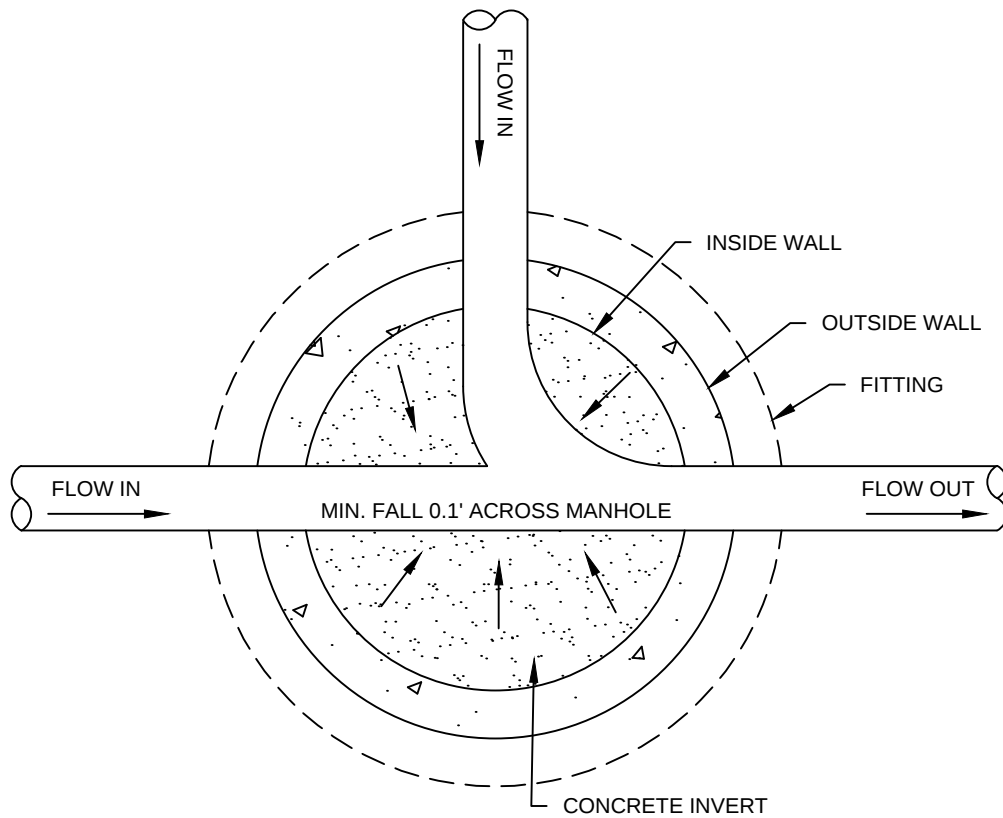
Design Guideline:

SECTION 3

SEWERAGE DESIGN

Drawing No.:

III-5



Date Revised:

Oct., 2004

By:

sh

Checked By:

JB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
MANHOLE INVERT DETAIL**

Design Guideline:

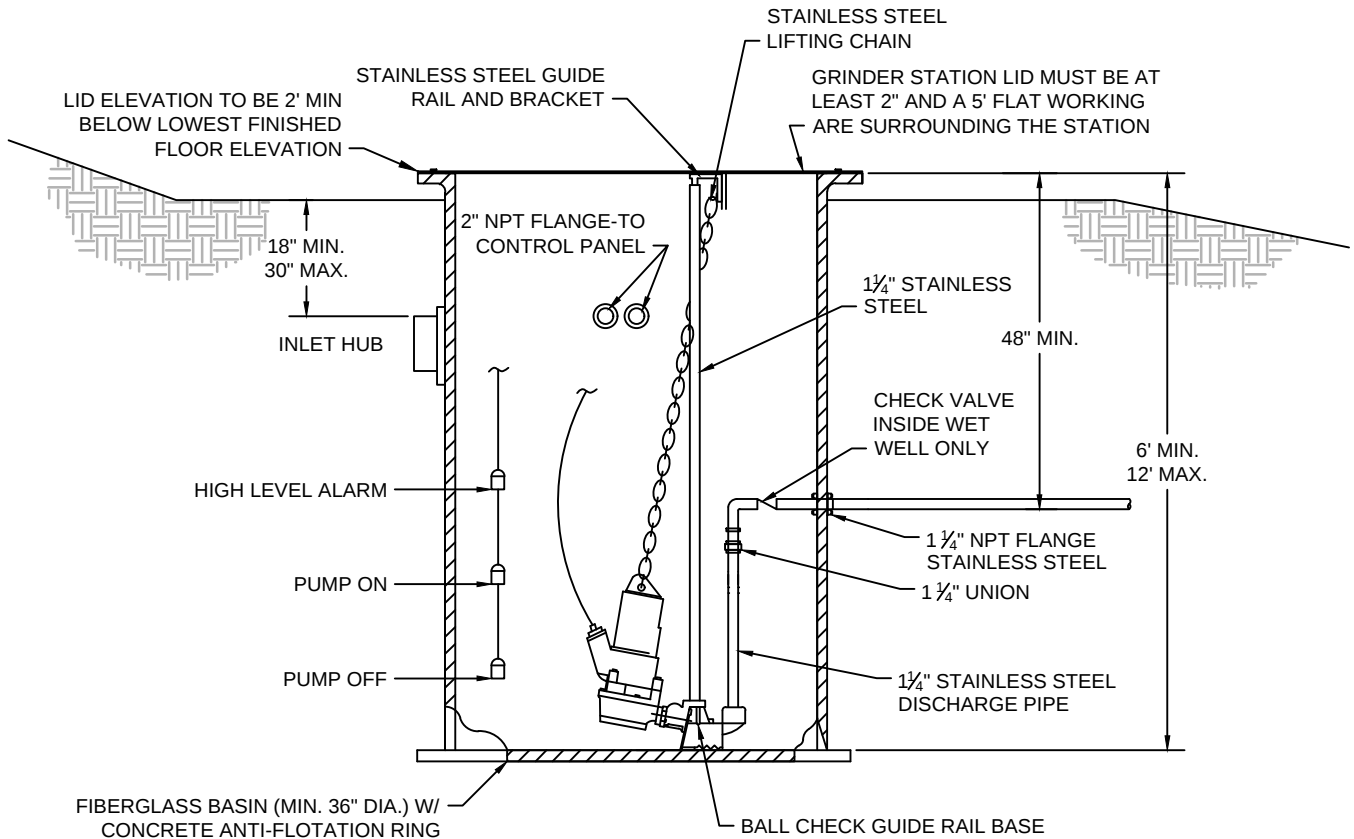
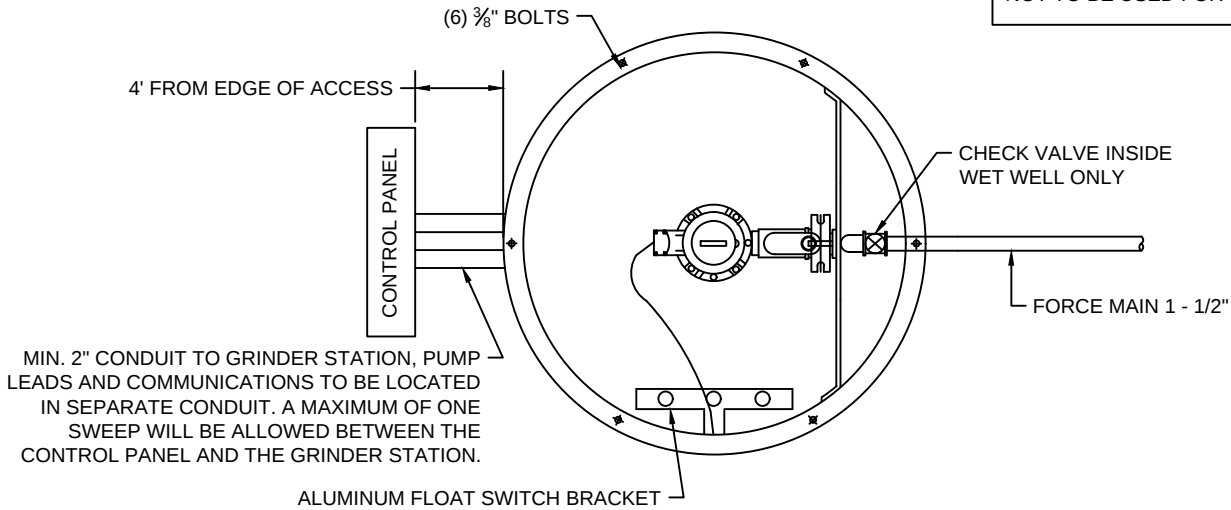
SECTION 3

SEWERAGE DESIGN

Drawing No.:

III-6

THIS IS A TYPICAL INSTALLATION DRAWING.
NOT TO BE USED FOR CONSTRUCTION.



Date Revised:

MARCH, 2023

By:

NCW

Checked By:

DPV

CITY OF OSAGE BEACH TYPICAL DETAIL SIMPLEX PUMP STATION

Design Guideline:

SECTION 3

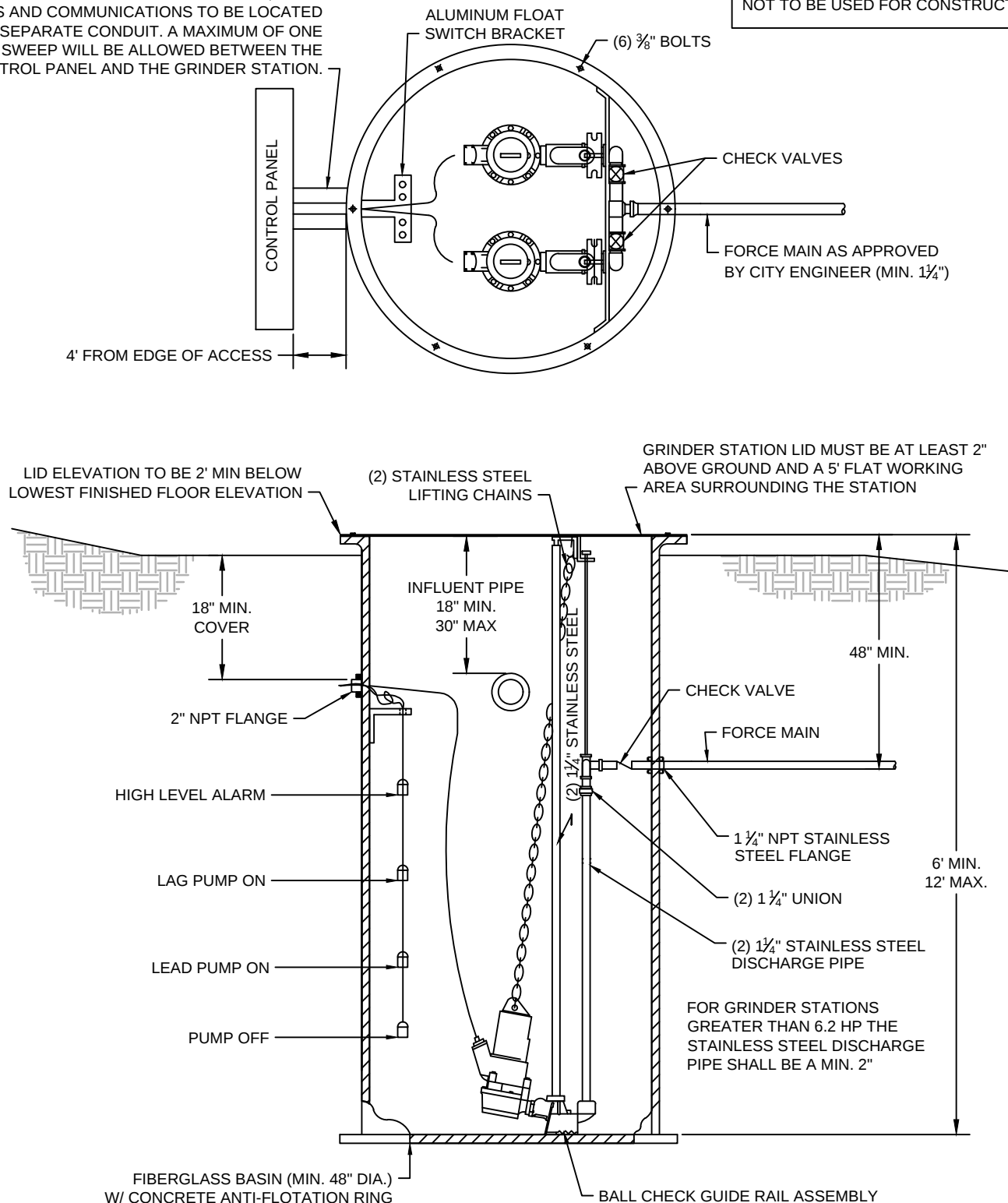
SEWERAGE DESIGN

Drawing No.:

III-7

MIN. 2" CONDUIT TO GRINDER STATION, PUMP
LEADS AND COMMUNICATIONS TO BE LOCATED
IN SEPARATE CONDUIT. A MAXIMUM OF ONE
SWEEP WILL BE ALLOWED BETWEEN THE
CONTROL PANEL AND THE GRINDER STATION.

THIS IS A TYPICAL INSTALLATION DRAWING.
NOT TO BE USED FOR CONSTRUCTION.



Date Revised:

MARCH, 2023

By:

NCW

Checked By:

DPV

CITY OF OSAGE BEACH TYPICAL DETAIL DUPLEX PUMP STATION

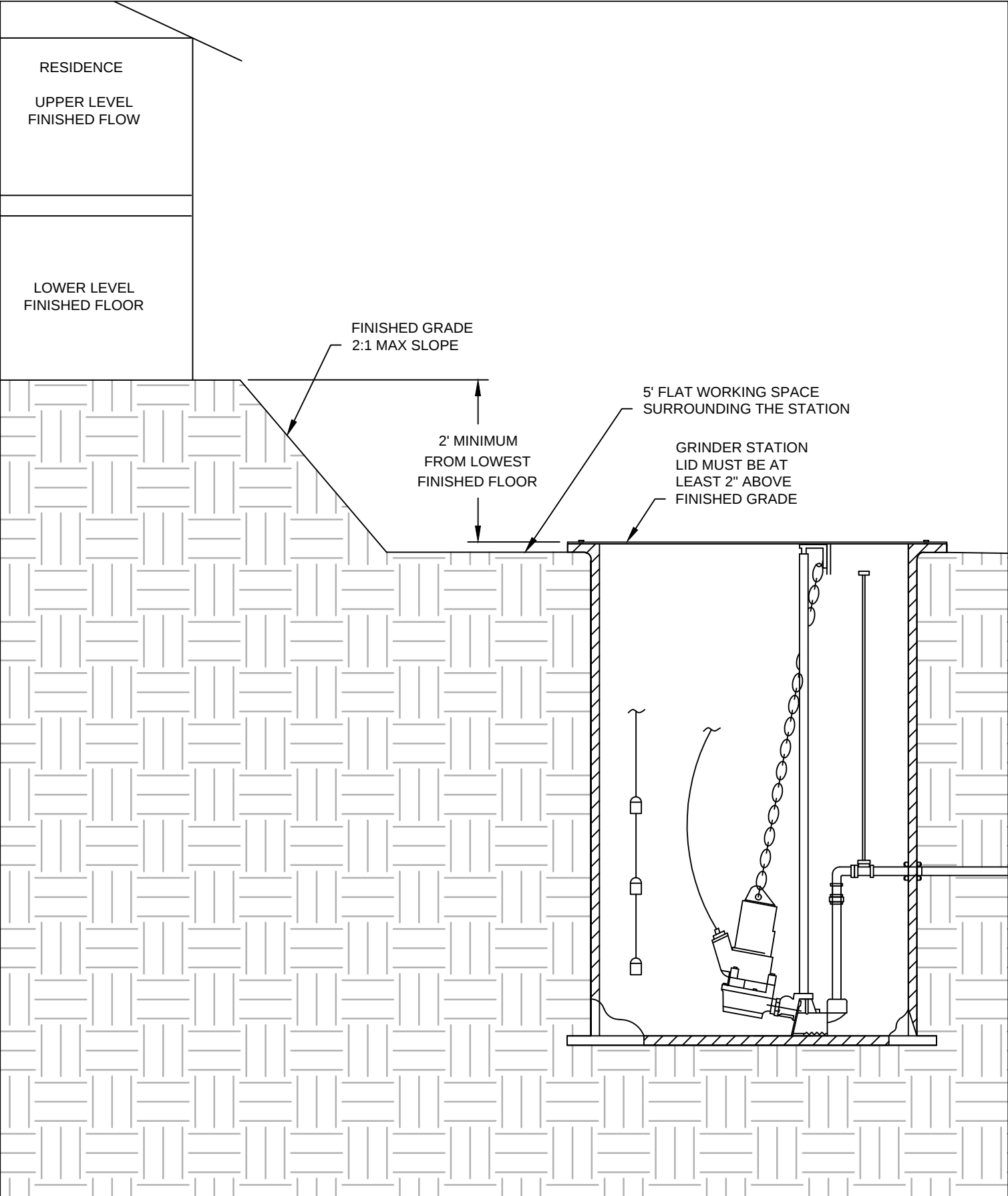
Design Guideline:

SECTION 3

SEWERAGE DESIGN

Drawing No.:

III-8

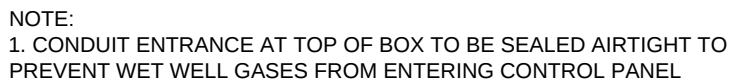


Date Revised:	NOV.,2009
By:	cps
Checked By:	

CITY OF OSAGE BEACH
TYPICAL DETAIL
WET WELL ELEVATION

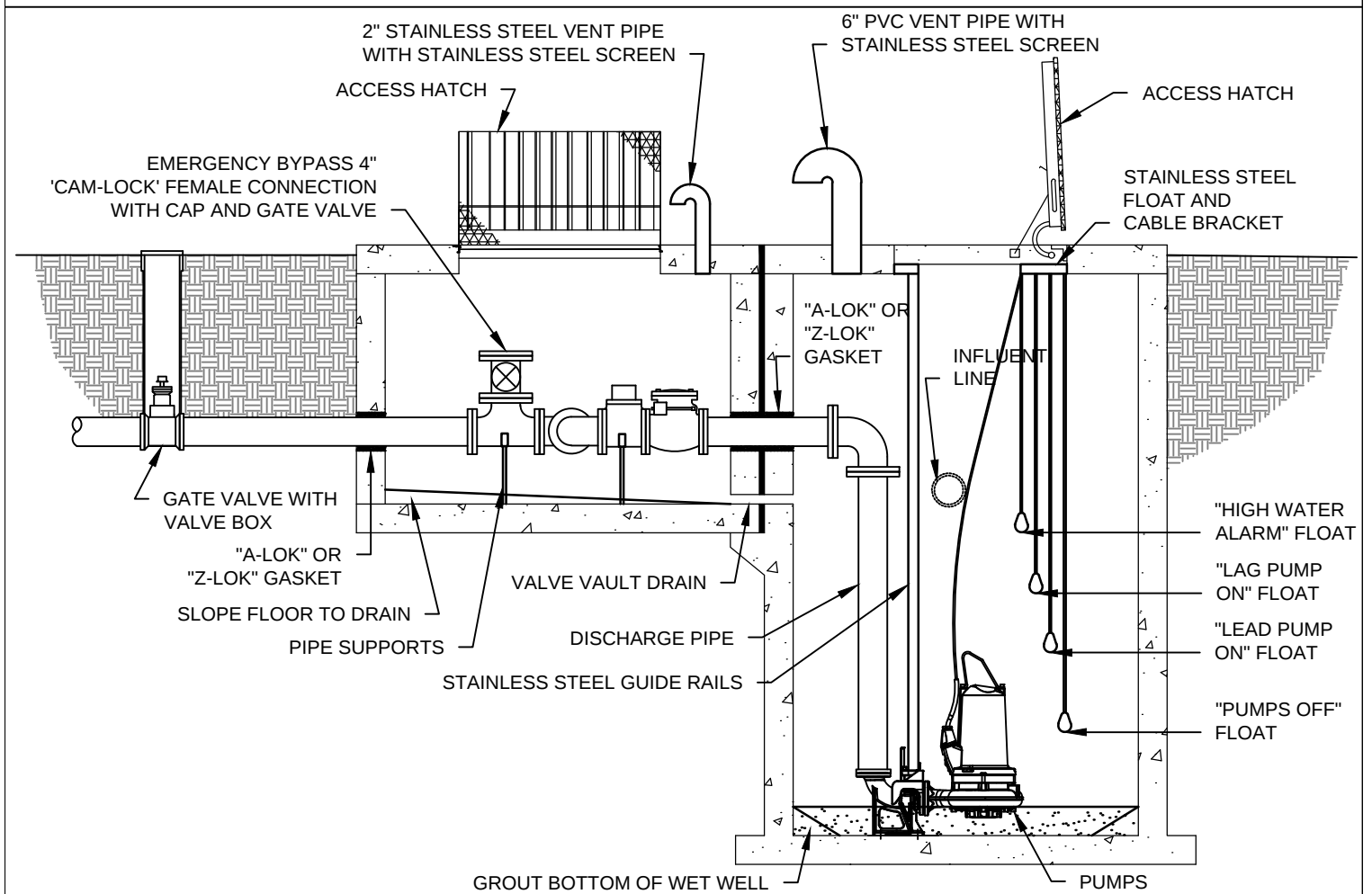
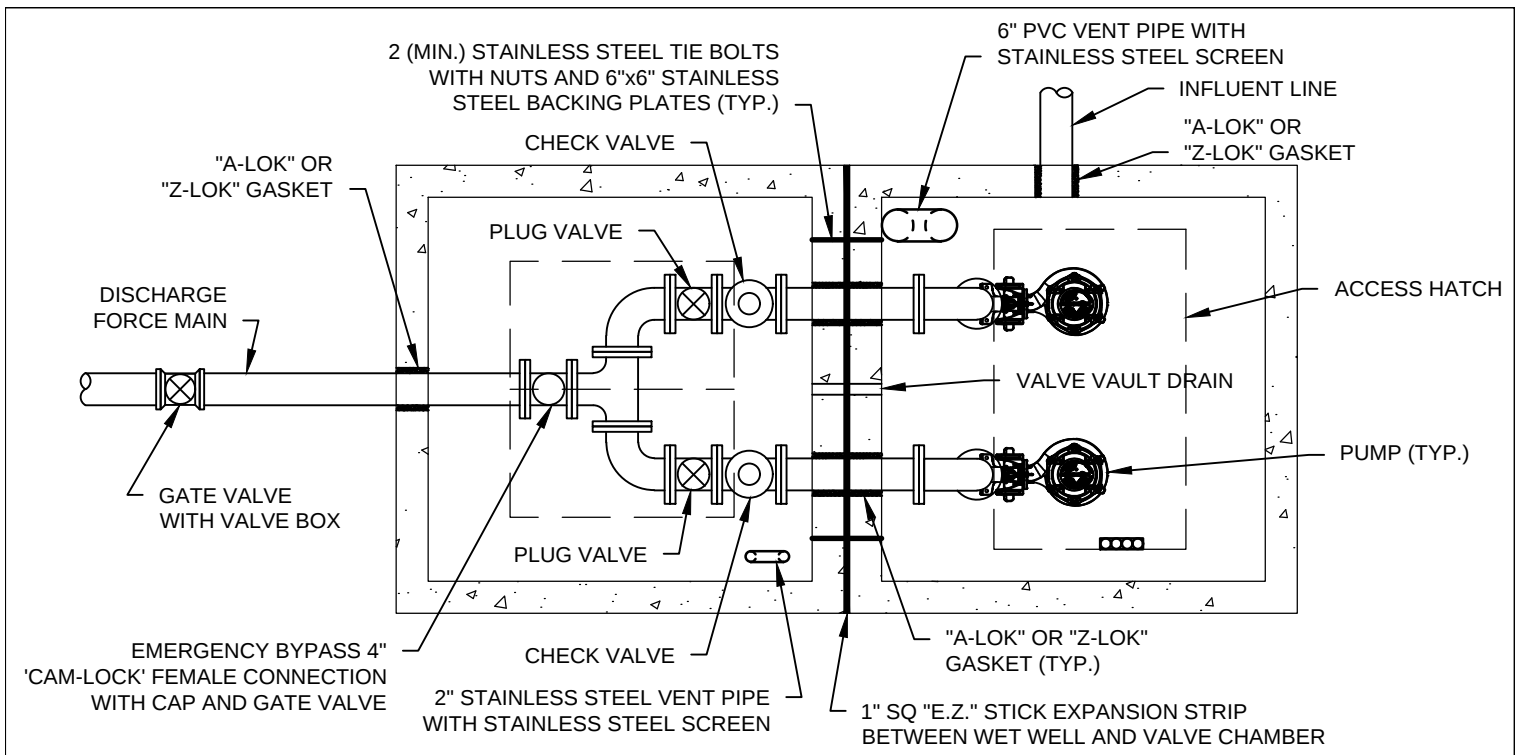
Design Guideline:	SECTION 3
	SEWERAGE DESIGN
Drawing No.:	III-9

STATION CONTROL PANEL SHALL BE PROVIDED BY MUNICIPAL EQUIPMENT COMPANY, ST. LOUIS, MO., OF THE CORRECT MODEL TO MATCH THE PUMP. IT SHALL BE MOUNTED APPROXIMATELY 5' ABOVE FINISHED GRADE. EACH CONTROL PANEL SHALL HAVE A WIRING DIAGRAM OR SCHEMATIC ATTACHED TO THE INSIDE OF THE OUTER DOOR OR THE CONTROL PANEL BOX.



ALL GALVANIZED CONDUIT INSTALLED
BELOW FINISHED GRADE SHALL HAVE
WATERPROOF COATING OR WRAP.

Date Revised: OCT., 2004	CITY OF OSAGE BEACH TYPICAL DETAIL GRINDER STATION RACK	Design Guideline: SECTION 3
By: sh		SEWERAGE DESIGN
Checked By: JB		Drawing No.: III-10



Date Revised:	APRIL 2023
By:	NCW
Checked By:	DPV

CITY OF OSAGE BEACH
TYPICAL DETAIL
LIFT STATION

Design Guideline:	SECTION 3
	SEWERAGE DESIGN
Drawing No.:	III-11

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

(Revised October 2023)

OVERVIEW

Storm runoff accumulates pollutants, sediment, and debris as it flows over the landscape until it reaches a receiving waterway - the Lake of the Ozarks. These pollutants, sediments, and debris include oils and petroleum residues, animal refuse, garbage, organic debris from vegetation, silts, sands, and other objectionable materials. The U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources, Water Pollution Control Division, considers these pollutants to have adverse effects upon the human and aquatic life that uses the lake for habitat or recreational needs. The water quality of the Lake of the Ozarks is vital to the health and economic well being of our residents, visitors, and community.

Storm drainage within the City of Osage Beach falls under regulatory authority of the U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). The provisions of the U.S. Clean Water Act of 1978, Section 402 mandates the National Pollutant Discharge Elimination System (NPDES) and requires permitting for specific types of non-point pollutant sources under Phase II (Final Rule dated December, 1999) for areas where more than one acre of natural ground cover is disturbed. In addition, it mandates other control measures for designated cities, industries, and locations. The City of Osage Beach is not currently designated as a small city with a separate storm water system (MS4) or required to have a NPDES Permit. Several of the Phase II requirements do apply to the City. It is the policy of the City to reduce the contamination of the Lake of the Ozarks to comply with NPDES Phase II to the extent practicable for the city

The City of Osage Beach complies with these requirements through City Code, Title IV Land Use, Section ~~410.350 thru 410.380 410.340, 410.350, 410.360, and 410.370~~ and the applicable portions of the Osage Beach Design Guidelines.

GOALS AND OBJECTIVES

The goal and objective of the City of Osage Beach's Storm Water Management Plan is to manage storm water drainage within the city limits so as to minimize the pollution of the Lake of the Ozarks and to prevent storm water run-off damage to the maximum extent practicable.

The primary source of visible pollutants during storm runoff is through sediment and debris picked up on construction sites or locations where the natural vegetation has been removed. The major secondary source is through volatile fuels, oils, animal wastes, and refuse picked up by storm runoff as it flows off large parking areas, roofs and over the terrain in route to the lake. These sources of contamination will be addressed separately through the application of a Sediment Control Plan and/or a Storm Drainage Plan.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

Recent developments in the Storm Drainage Compliance area have lead to the development of “Best Management Practices” (BMP’s) and less emphasis on retention facilities. Also the trend is toward reduction of contamination by: 1) reducing the quantity of storm water runoff, 2) reducing or removing the contamination of the runoff, and 3) by conveying the storm run-off without further contamination.

Our goal is to reduce the pollution of the lake through public education, awareness, and the application of MoDNR Best Management Practices (BMP’s). Our immediate objective is to manage the storm drainage system to reduce collectable sediment or pollutants entering the lake and/or causing damage to adjacent or downstream properties.

The following design guidelines will establish the minimum steps or procedures required to reach these goals and objectives.

EROSION & SEDIMENT CONTROL PLAN

- A. The Erosion and Sediment Control Plan shall be submitted as a part of the building permit process and shall be reviewed and approved by the City Engineer prior to the start of any onsite work for any and all projects involving two or more lots or ½ acre, whichever shall be the smaller.

Note: The MoDNR requires a Land Disturbance Permit for construction disturbance activities of one or more acres. Permitting with MoDNR is the responsibility of the property owner or their representative.

1. The Sediment Control Plan must be prepared by a Registered Professional Engineer in the State of Missouri stating the goals of the plan and depicting the locations and details of the construction of all sediment control devices to be utilized on the project during construction.
2. The plan shall clearly set out the contractor’s schedule and requirements for maintaining the integrity of the plan.
3. The primary goal of the plan is to assure that no visible or measurable sediment or debris is allowed to leave the developed area.
4. The devices and measures utilized shall follow the recommended “Best Management Practices” as described in the publication “Protecting Water Quality” by MDNR and as directed herein. At the minimum the following shall be required:
 - a. Wire backed silt fencing with steel tee-posts **or an approved equal method** shall be installed around the downhill edges of the disturbed area.
 - b. Earth berms and swales shall be used to reduce sheet flow volumes and velocities.
 - c. Straw bale check dams, earth berms and other BMP’s shall be utilized as necessary to prevent run-off from carrying sediment and debris off site.
 - d. Check dams or other BMP’s shall be used to reduce velocities in areas of concentrated flow.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- e. Approved engineering fabric or erosion control matting shall be used in all drainage courses or ditches where flow velocities exceed 5 fps. Velocities shall be calculated and included with permit submittal.
 - f. All denuded slopes or embankments shall be protected from erosion by the installation of earthen berms, straw bale dikes, or other appropriate BMP's.
 - g. Temporary catch basins, drop inlets and/or storm drains (culverts) shall be utilized as necessary to convey concentrated flow and prevent erosion.
 - h. Temporary sediment basins shall be provided for each drainage area with one or more acres disturbed at one time. Basins shall be maintained until final stabilization is achieved as approved by the City Engineer. Each sediment basin shall be sized, at a minimum, to provide a total storage volume of 4,000 cubic feet per acre of contributing area. The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure.
 - i. Depict existing and proposed contours.
 - j. Clearly depict the entire drainage area effecting the development site including downstream areas that will be affected by storm water run-off or drainage and upstream areas that contribute to the site.
 - k. The installation of all BMP's shall be inspected and approved by the City Engineer and the Engineer of Record prior to commencing land disturbance activities. The Engineer of Record shall provide a letter to the City stating he or she approves the installation of the BMP's. Phased projects may require multiple approvals.
 - l. Where soil disturbing activities on site have ceased either temporarily or permanently and will not resume for a period of 14 calendar days, stabilization shall be initiated immediately and completed within 14 calendar days. All denuded slopes or areas shall be reseeded with appropriate seed, fertilizer, and for final stabilization, approved slope stabilization fabric or stone armoring shall be installed on all slopes steeper than 3:1.
 - m. Phased clearing and grading of sites is encouraged to minimize denuded areas and potential for erosion.
5. In the event that the plan is deficient or inadequate to prevent sediment escaping the jobsite, the Owner/Developer shall immediately take any and all measures necessary to stop and prevent further contamination, and to clean up contaminated areas.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

All calculation necessary for the Erosion and Sediment Control Plan shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

The City's Standard Erosion and Sediment Control Plan Note Block shall be included on the Plans prior to approval.

STORM DRAINAGE PLAN

- A. A Storm Drainage Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction or clearing for construction disturbs an area exceeding two lots or one half acre, whichever shall be the smaller.
1. The Storm Drainage Plan shall be prepared by a Registered Professional Engineer in the state of Missouri stating the goals of the plan and depicting the locations and details of construction of all permanent sediment and drainage control devices, and post construction BMP's, to be utilized in the plan. The Storm Drainage Plan shall depict permanent drainage structures and post-construction BMP's.
 2. The plan shall clearly state owners schedule and requirements for maintaining the components of the system.
 3. The devices and measures utilized shall follow the recommended "Best Management Practices" as described in the publication "Protecting Water Quality" by and available through MDNR, the City of Osage Beach City Code and the City of Osage Beach Design Guidelines
 4. At the minimum the Storm Drainage Plan shall provide the following technical data:
 - a. Clearly depict all permanent drainage structures, conveyance devices, and post construction BMP's.
 - b. Clearly depict the entire drainage area effecting the development site including downstream areas that will be affected by storm water run-off or drainage and upstream areas that contribute to the site.
 - c. Accurately calculate the anticipated storm run-off from a theoretical twenty-five (25) year storm event. Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.
 - d. Determine the anticipated flows and capacities of all channels, culverts and conveyance devices. Conveyance structures shall be designed utilizing the criteria in A.4.c of this Section.
 - e. Clearly identify and provide flow data for all velocity control and/or energy dissipation devices.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

5. At the minimum the Storm Drainage Plan shall provide the following post construction sediment and drainage controls:
 - a. Provide removal or containment of all silt, sediment, and debris carried onto or across the development so as to assure that no silt, sediment, or debris is allowed off the developed area. See Post Construction Water Quality.
 - b. Assure that all storm run-off is controlled such that no damage will occur to adjacent downstream properties or facilities. Stormwater detention requirements are as follows:
 1. The rates (pre-developed and post-developed) of runoff shall be determined for the 2-year, 25-year and 100-year rainfall frequencies. The storm duration shall be calculated to correspond to the time of concentration of the tributary area. Minimum storm duration shall be 20 minutes.
 2. Storm water shall be detained on site or on adjacent property under agreement and released at the rate of an undeveloped site for the above frequencies and minimum duration to prevent possible flooding and erosion downstream.
 3. In the event the natural downstream channel or storm sewer system is inadequate to accommodate the release rate provided above, then the allowable release rate shall be reduced to that rate permitted by the capacity of the downstream channel or storm sewer system.
 4. Detention basin volume and outlet structure will be based on routing each post-developed runoff through the detention facility while not exceeding the pre-developed run-off. The routing computation shall be based on an application of the continuity principle. The discharge rate shall be based on the maximum head conditions in the detention facility.
 5. Project site discharging via right-of-way, easement, or land owned by developer to the Lake of the Ozarks shall be exempt from stormwater detention requirements.
 6. Project sites with a differential runoff of less than 2 cfs for the 25-year event shall be exempt from stormwater detention requirements.
 7. All calculations necessary for stormwater detention design shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in report format.
 - c. Where parking areas for more than twenty cars exist provide for removal of oils, grease and volatile wastes to the maximum practicable extent by the use of post construction BMP's.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- d. Assure that conveyance discharges into the Lake of the Ozarks will have a velocity of less than 5 fps.

This can be accomplished by the use of BMP's, filtration devices, retainage and sedimentation collection basins, filtered curb inlets/manholes or other devices as approved by the City Engineer.

STORM DRAINAGE COMPUTATIONS

- A. The Rational Method shall be used for computation of stormwater run-off.
1. The base storm event for computation of run-off volumes shall be a twenty five-year (25) storm event.
 2. The Rational Method of computation shall be used as herein.

$$Q=CIA$$

Where:

- Q = Peak runoff in cubic feet per second (cfs)
I = Rainfall Intensity.¹
A = Area of watershed in acres. This area includes the actual area drained through or in addition to the developed area.
C = Coefficient (weighted by area)²

¹ Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.

²Values of C categorized by surface:

<u>Surface Type</u>	<u>Value of C</u>
Impervious (asphalt pavement, concrete pavement, stone/rock surfaces, rooftops, etc.)	0.95
Pervious (greenspace, lawns, unimproved areas)	0.35

If more than one surface type is included in the drainage area, the designer shall calculate the weighted coefficient for use in runoff calculations.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

DESIGN OF DRAINAGE STRUCTURES AND DEVICES

- A. Culverts and Storm Drainage Piping Systems shall be designed using the Manning equation for open channel flow. Inlet conditions should be investigated and openings designed to handle the peak runoff condition. In addition, the following conditions shall be met:
1. The minimum pipe size shall be 18-inch diameter.
 2. Bedding shall be installed around the pipe from ~~four~~ 6 inches below to 12 inches above the pipe. Bedding shall be ~~nominal ½-inch minus~~ crushed rock conforming to MoDOT Type 5 aggregate, **Section 1007**.
 3. The minimum grade shall guarantee a minimum velocity of 2.0 fps.
 4. Manholes or inlets shall be constructed at not more than 350-foot intervals and at all bends and changes of grade.
 5. All pipe shall be run true to line and grade between manholes or inlets.
 6. Outlets shall have intrusion gates to prevent entry by children or animals.
 7. Outlets shall end in an energy-dissipating device that will reduce the outlet flow velocity to less than 5 fps.
 8. Piping shall be designed to sustain any anticipated loading conditions
- B. Curb Inlets of the “Kansas City Type” are preferred. See Drawing No. IV-11
1. The length of Curb Inlet opening shall be determined as in Chapter IX of the MoDOT Project Development Manual.
 2. Floor of Inlet shall be shaped with invert to provide smooth flow.
 3. Locate manhole ring and cover over outlet.
 4. Each Inlet shall have cast iron steps spaced at 1’-4” centers vertically.
 5. Bevel all exposed edges with ¾” chamfer or ½” tooled edge.
 6. On grade Inlets shall conform to the street grade and sump Inlets shall be level.
 7. The length plus the width shall not exceed 15’ without special design.
 8. Each Inlet shall be placed on a 4” compacted aggregate base.
 9. Each Inlet shall have a steel inlet frame.
 10. Each Inlet shall be designed to sustain any anticipated loading conditions. In no case shall materials and design not be sufficient to support an ASHTO HS-20 loading.
 11. Transition curb in 10’ on upstream side of inlet and in 5’ on the downstream side. 10’ transition on both sides for sump inlet. See detail.
- C. Open Channel Design
1. Open Channel Drainage shall be designed using the Mannings Equation for open channel flow. The channel shape maybe trapezoidal, rectangular or circular at the designer’s discretion.
 - a. The channel depth shall be designed so that the peak runoff flow will be accommodated at 2/3rd of the channel depth.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- b. Where channel depth will exceed one foot, a trapezoidal section with a maximum of 1:1 side slopes shall be used.
- c. Where flow velocity will exceed 2 fps engineering fabric or erosion mat shall be utilized. Selected fabric or mat shall be rated for the intended application. Velocities shall be calculated and included with permit submittal.
- d. Where velocity will exceed 5 fps riprap shall be installed to eliminate scouring. See Drawing No. IV-7. Velocities shall be calculated and included with permit submittal.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

POST CONSTRUCTION WATER QUALITY

1. It shall be required that appropriate filtration methods are used in order to assure that silt, sediment, and debris do not get into the conveyed storm drainage flow. Parking areas, roof tops and other similar surfaces (not including single or two family residential), will require the collection and isolation of silts, sediments, debris, oils, and volatile materials. Also see Storm Drainage Plan A.5.c. New developments that disturb less than 1 acre and are not part of a larger common plan of development that will disturb 1 or more acres over the life of the project are not required to meet the post construction water quality requirement. Water quality requirements shall not apply to City streets or new constructed streets to be dedicated to the City.

Approved filtering systems are as follows:

2. Fabricated Filtration Manholes or Curb Inlets
 - a. Several patented filtration devices are now available that can effectively reduce sediment discharges such as:
 - 1) Treatment systems such as Stormceptor
 - 2) Catch Basin or Curb Inlet inserts such as FloGard manufactured by Hancor, Inc. or Hydro-Kleen manufactured by ACF Environmental.
 - 4) Or several non-patented devices by various highway departments, etc.
3. Post Construction Sediment Basin
 - a. Sediment Basin volume, or WQV, shall be based on the following calculation:

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where

P = rainfall depth = 1 inch

R_v = volumetric runoff coefficient = $0.05 + 0.009I$

I = percent impervious cover (in percent, e.g. 80% = 80)

A = total site area in acres

- b. The inlet should be designed to prevent short-circuiting between entrance and discharge to the maximum extent practicable. This can be accomplished by providing baffles in the channel, turns in the channel, etc.
- c. The shape of the storage basin should allow for easy cleanout of sediment and debris. Proper maintenance is the responsibility of the property owner. Terrain and other site conditions will tend to dictate the shape of the facility. Sediment Basins with water depth greater than 4' shall be fenced for safety.
- d. The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure. Basin shall be designed to prevent permanent standing water.

The details of the design are at the discretion of the designer subject to approval of the City Engineer.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

CONSTRUCTION MATERIALS

- A. See Drainage ditches maybe stabilized earth, riprap, concrete, or other durable material.
- B. Retention basin inlets, basin, and outlet structures maybe of any durable material subject to the approval of the City Engineer.
- C. Storm drainage pipe and culvert pipe shall be reinforced concrete, or dual wall polypropylene pipe.
 1. All pipes at a minimum must be capable of sustaining an ASHTO HS-20 loading.
 2. The use of polypropylene pipe for storm drainage at drop inlets or in areas where leaf burning is allowed is prohibited.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

D. Curb Inlets

1. Shall be prefabricated or cast-in-place.
 - a. Shall be place on a 4" compacted aggregate base.
 - b. Reinforcement in footing shall be #4 bars on 6" centers both ways.
 - c. Reinforcement in walls shall be #4 bars on 12" centers both ways.
 - d. Reinforcement in lid shall be a minimum of six #4 bars placed at 45 degree angle. See detail.
2. Shall have a 10" throat galvanized steel inlet frame.
3. Cast iron manhole ring and cover, Neenah R-1537 or approved equal.
4. Cast iron step, Clay & Bailey No. 2101 or approved equal.

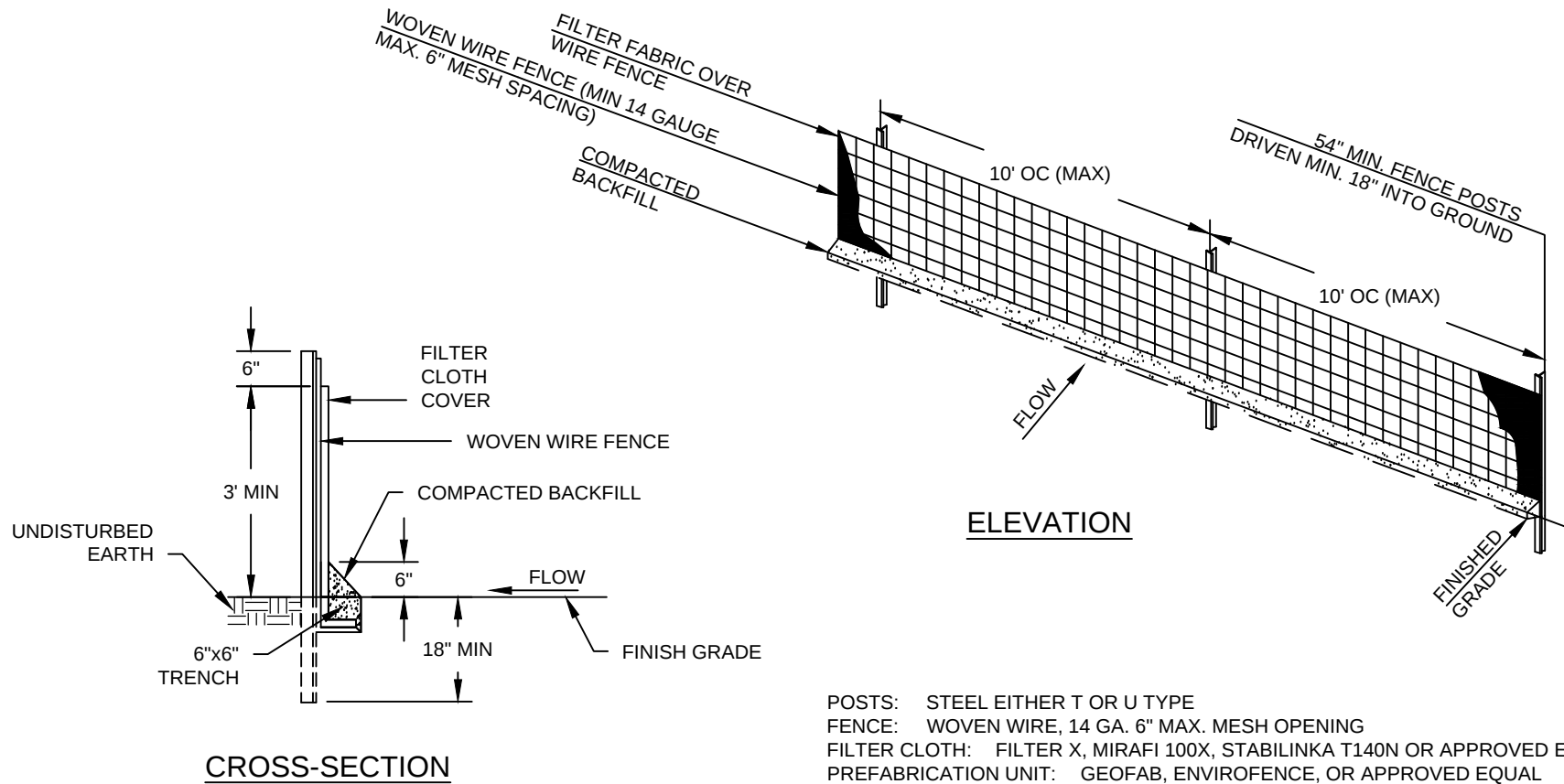
STORM DRAINAGE CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.

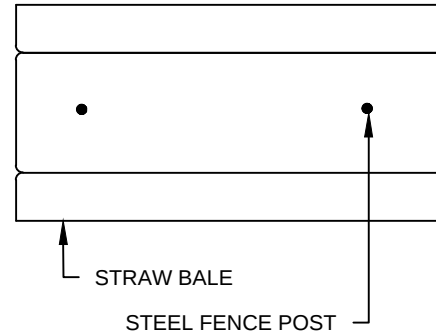
END

NOTES:

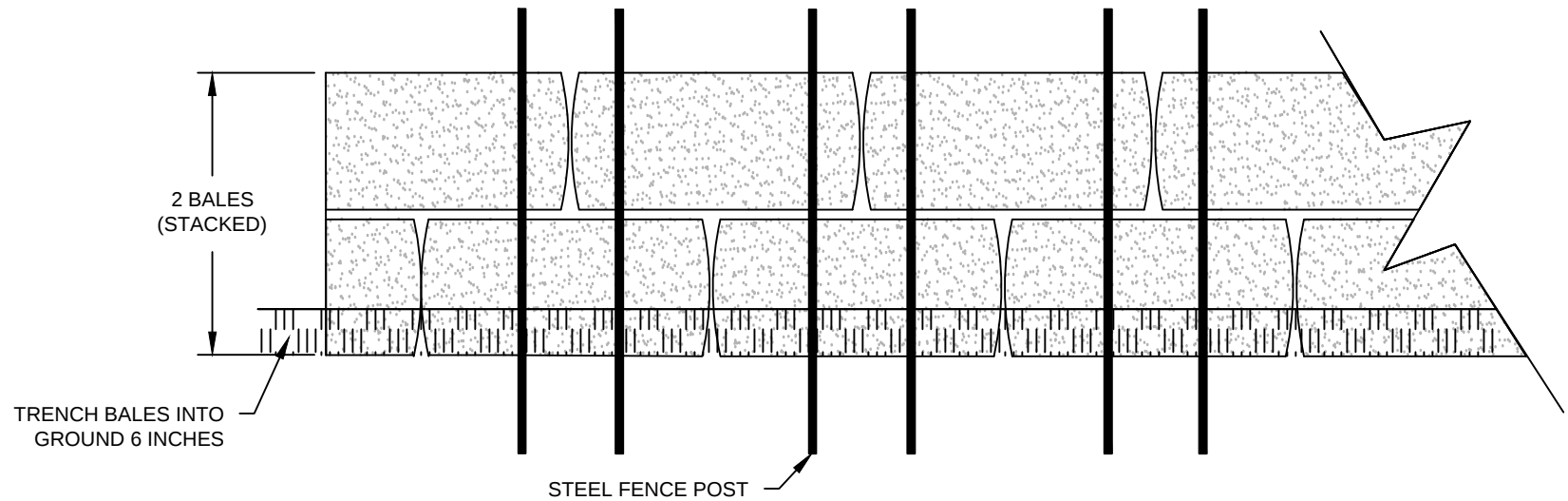
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL SILT FENCE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-1



PLAN



FRONT

CITY OF OSAGE BEACH
TYPICAL DETAIL
STRAW BALE CHECK FENCE

Date Revised:
March, 2014

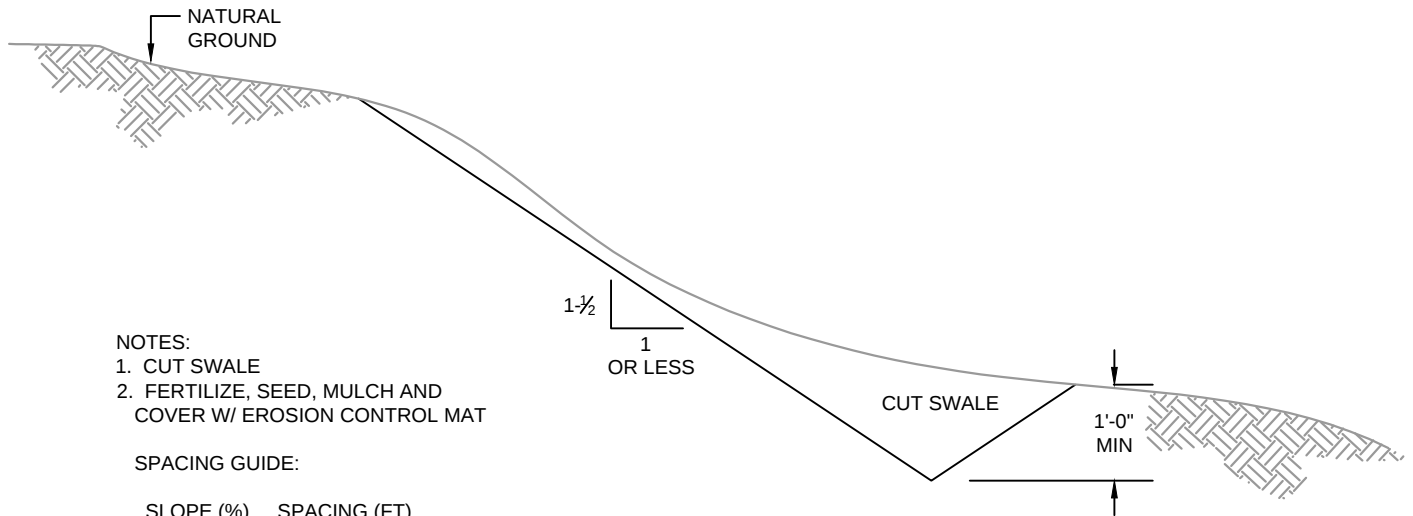
By:
SH

Checked By:
JB

Design Guideline:
SECTION 4

STORM DRAINAGE

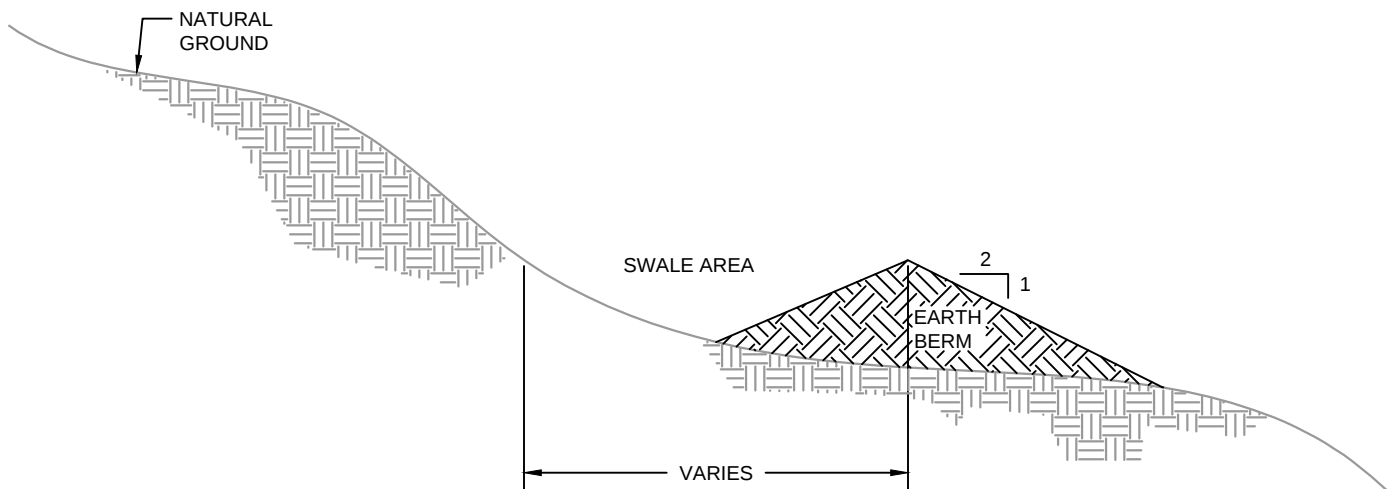
Drawing No:
IV-2



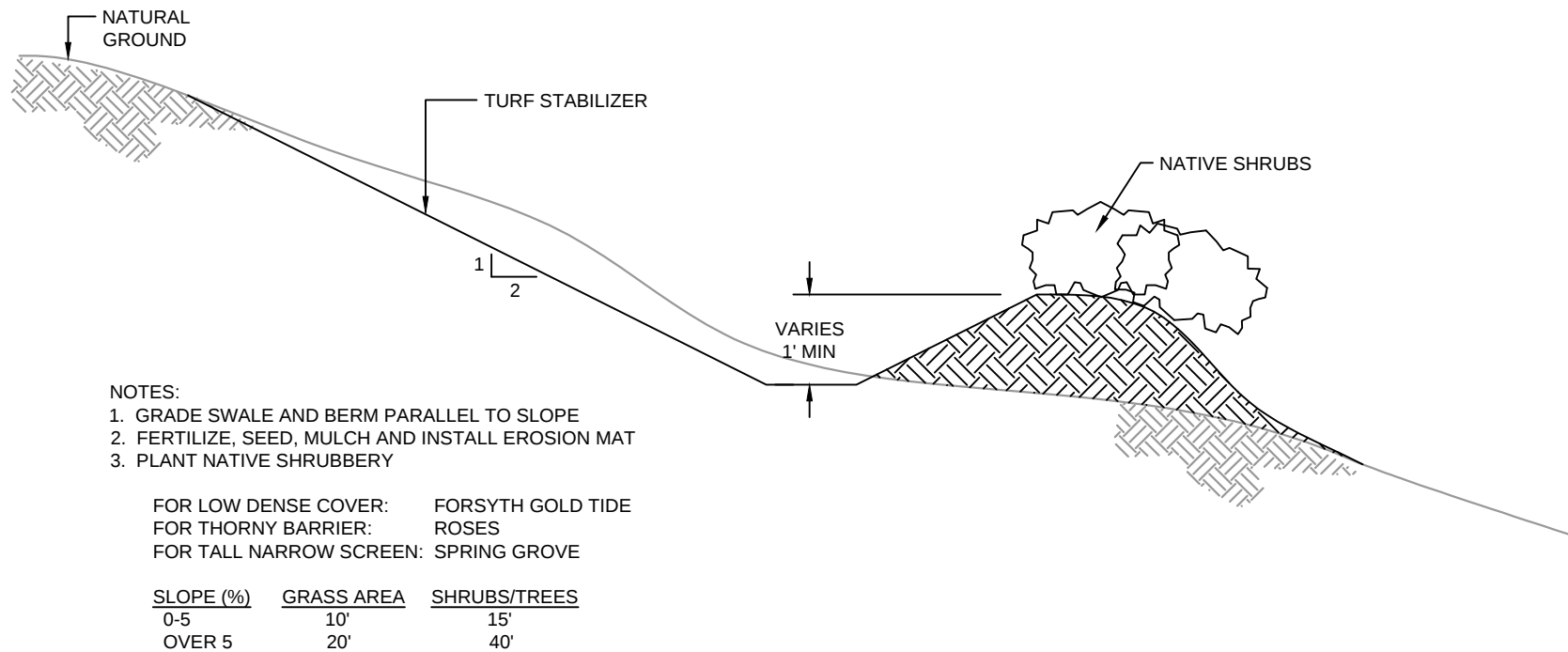
- NOTES:
 1. CUT SWALE
 2. FERTILIZE, SEED, MULCH AND COVER W/ EROSION CONTROL MAT

SPACING GUIDE:

SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200

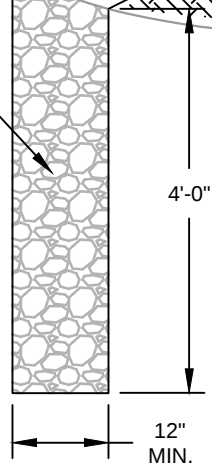


Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL SWALE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-3



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL VEGETATION BARRIER & SWALE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-4

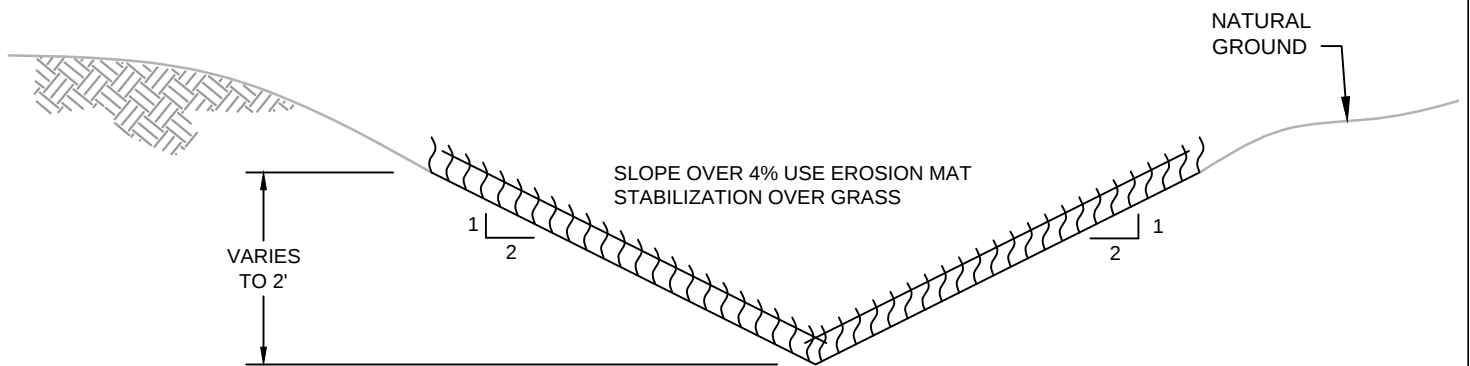
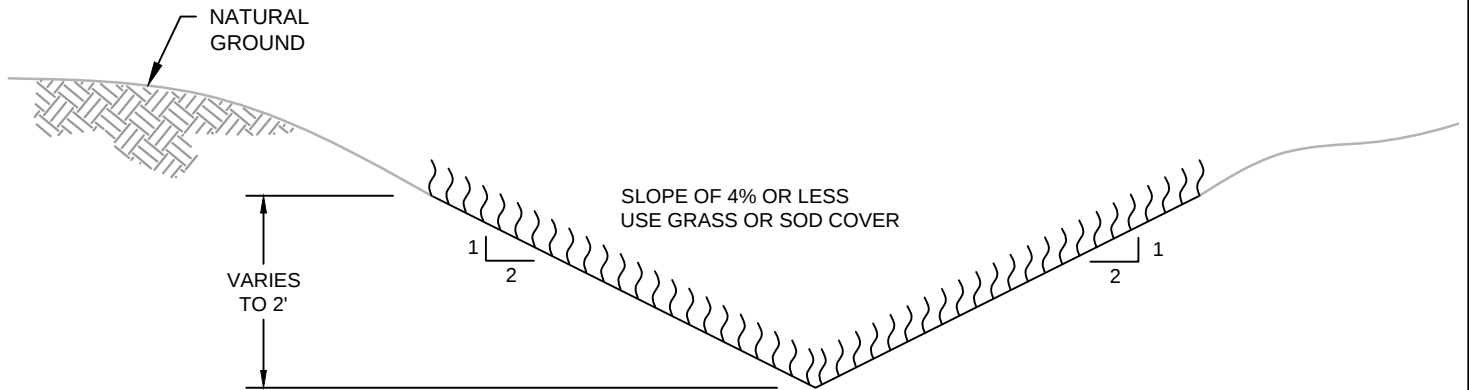
CLEAN ¾" MINUS
AGGREGATE



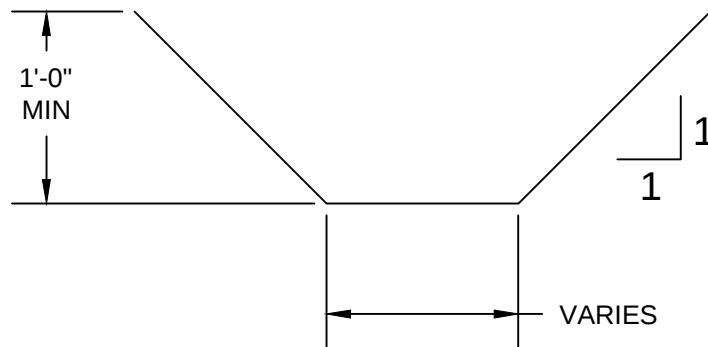
NOTES:

1. FIELD TEST TO DETERMINE INFILTRATION RATE $\pm$ 1 GAL/SF/MIN
2. DO NOT USE ABOVE RETAINING WALLS, BASEMENTS OR OTHER GROUND WATER SENSITIVE LOCATIONS

Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL INFILTRATION TRENCH	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-5



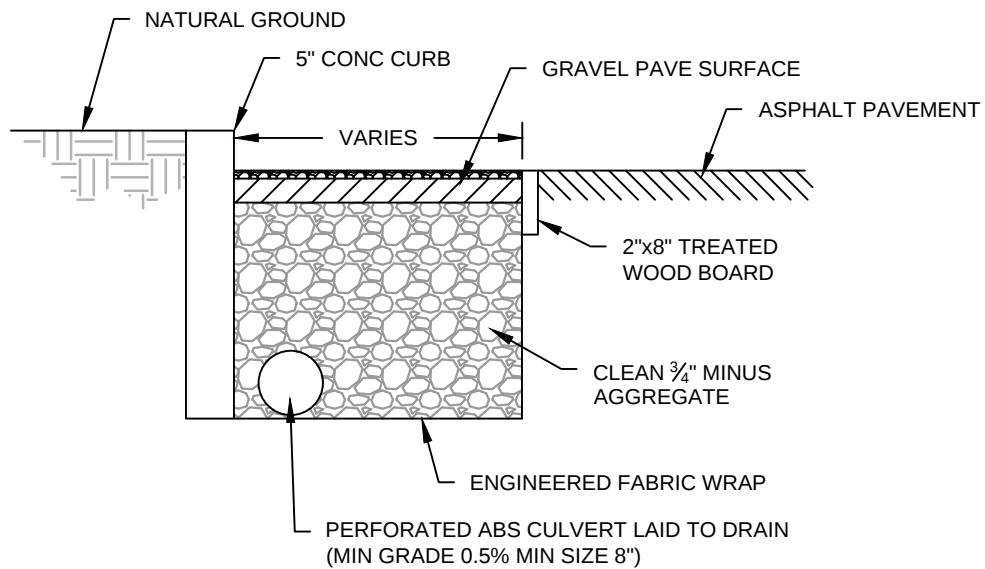
Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DRAINAGE SWALE-GRASS OR TURF	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-6



NOTES:

1. VELOCITY LESS THAN 2 FPS - GRASS OR TURF
2. VELOCITY 2-5 FPS - TURF AND EROSION MAT
3. VELOCITY OVER 5 FPS - RIP-RAP MIN SIZE 3" SMALLEST DIMENSION

Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL OPEN DRAINAGE CHANNEL	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-7



NOTES:

1. WIDTH VARIES DEPENDENT UPON DRAINAGE AREA (PER MANUFACTURES RECOMMENDATION - 0.25 GPM/SF TARGET VALUE)
2. DIAMETER OF DRAIN DEPENDS ON FLOW
3. DEPTH DEPENDS ON SIZE OF DRAIN - MIN 16"

Date Revised:
March, 2014

By:
SH

Checked By:
JB

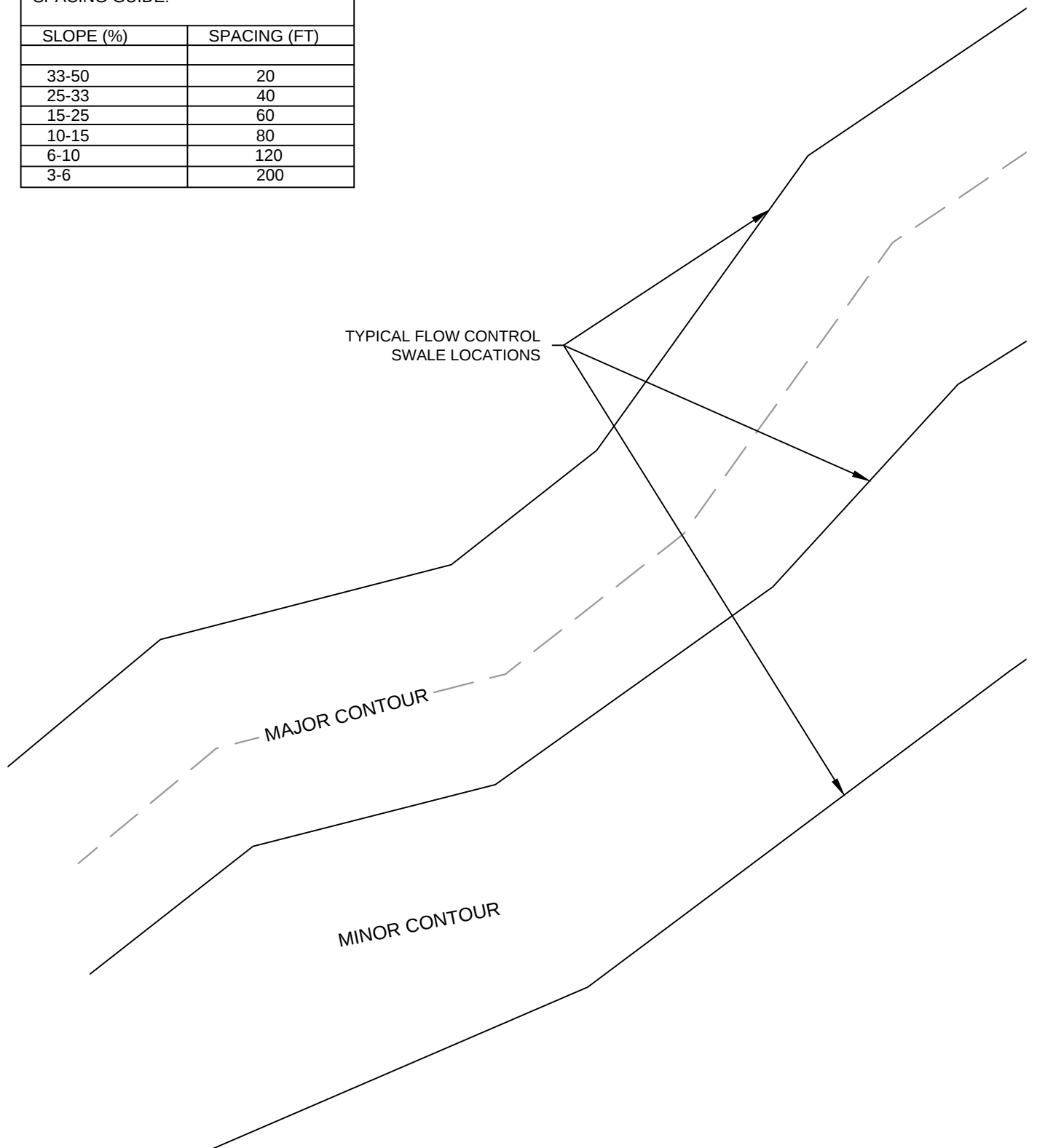
**CITY OF OSAGE BEACH
TYPICAL DETAIL
FILTER STRIP**

Design Guideline:
SECTION 4

STORM DRAINAGE

Drawing No:
IV-8

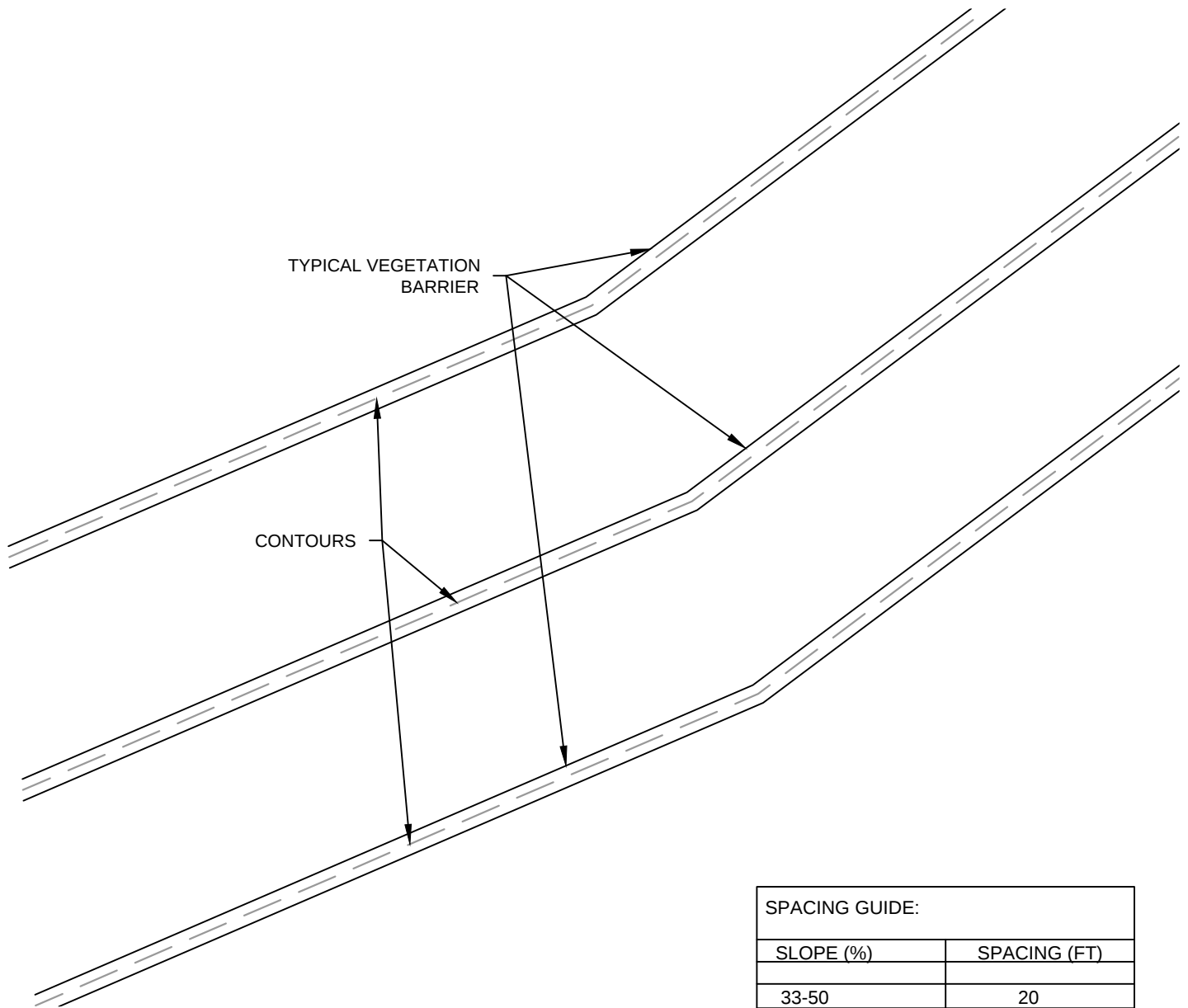
SPACING GUIDE:	
SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200



Date Revised:	March, 2014
By:	SH
Checked By:	JB

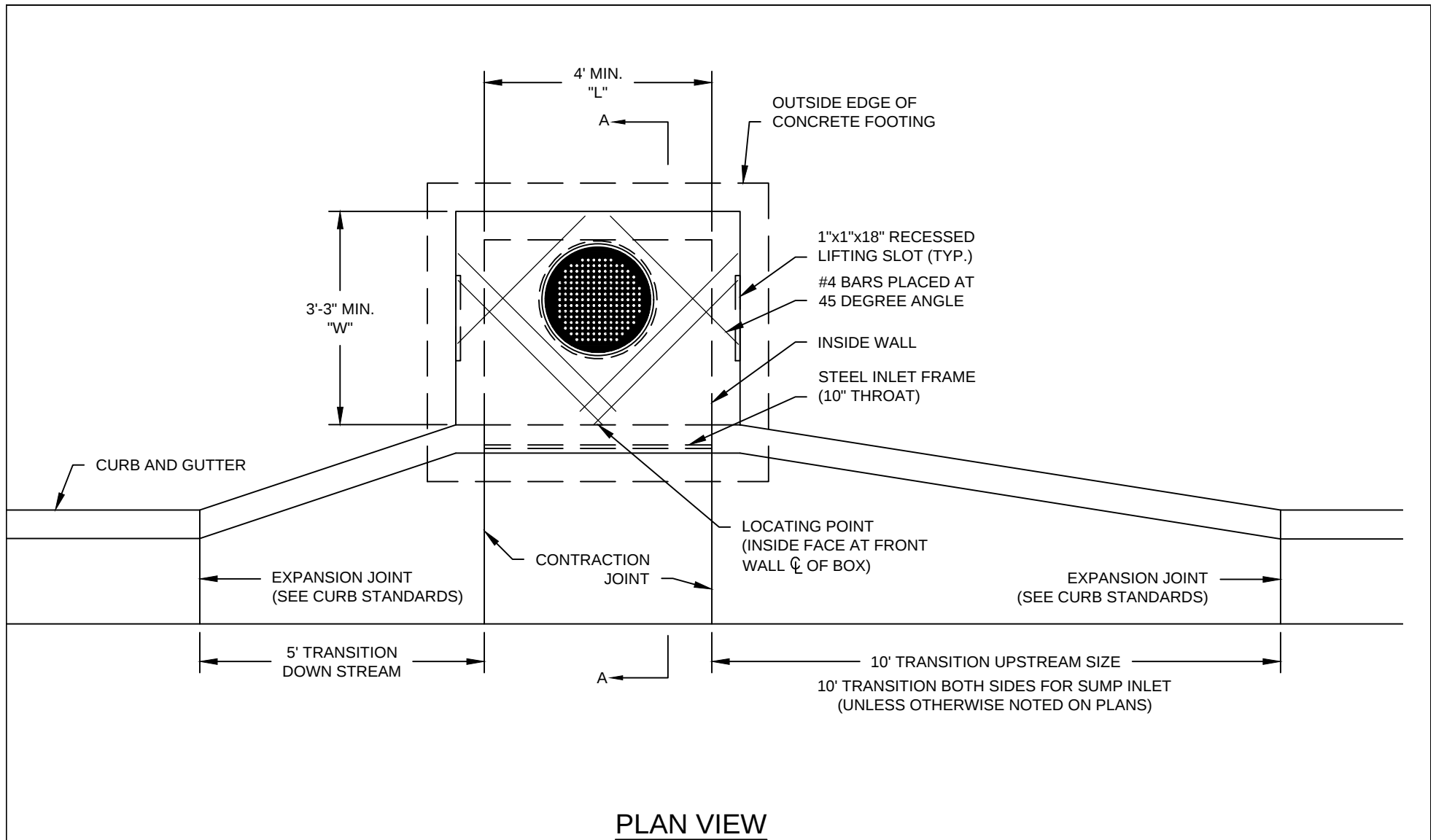
CITY OF OSAGE BEACH TYPICAL DETAIL SWALE LOCATION	

Design Guideline:	SECTION 4
	STORM DRAINAGE
Drawing No:	IV-9

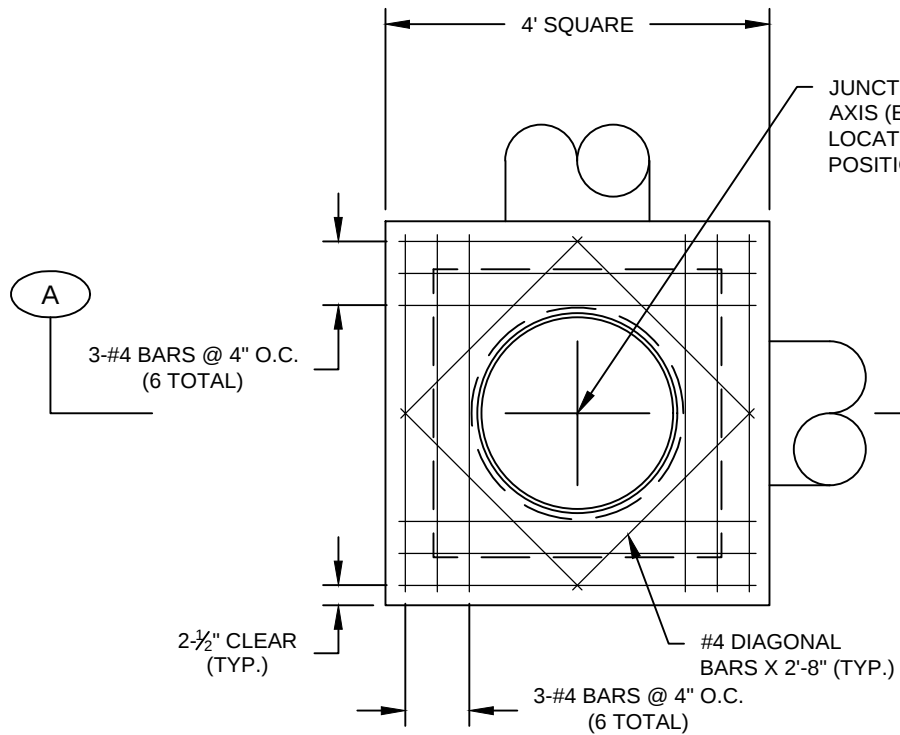


SPACING GUIDE:	
SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200

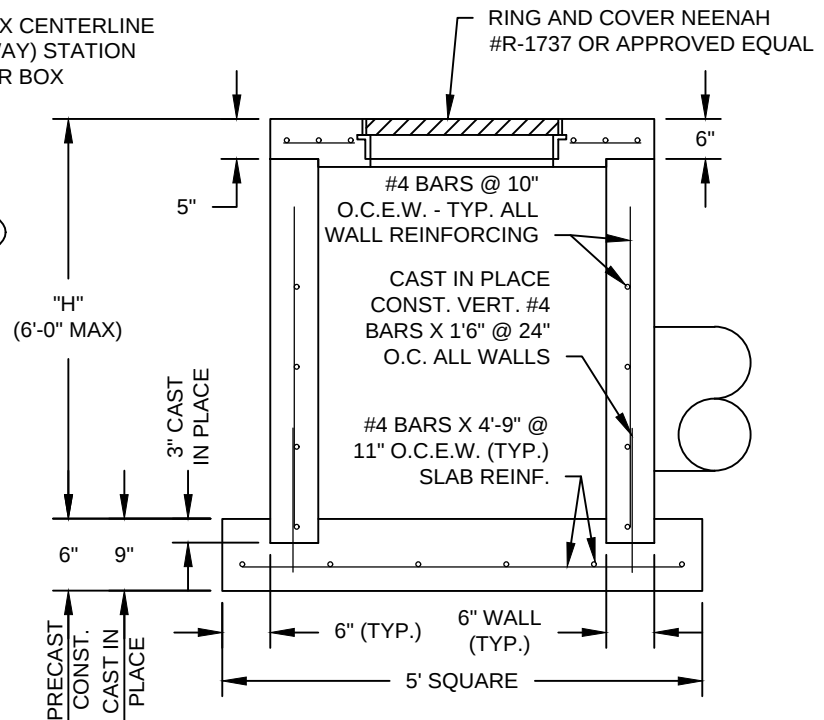
Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL VEGETATION BARRIER LOCATION	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-10



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL CURB INLET	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-11



TOP - PLAN

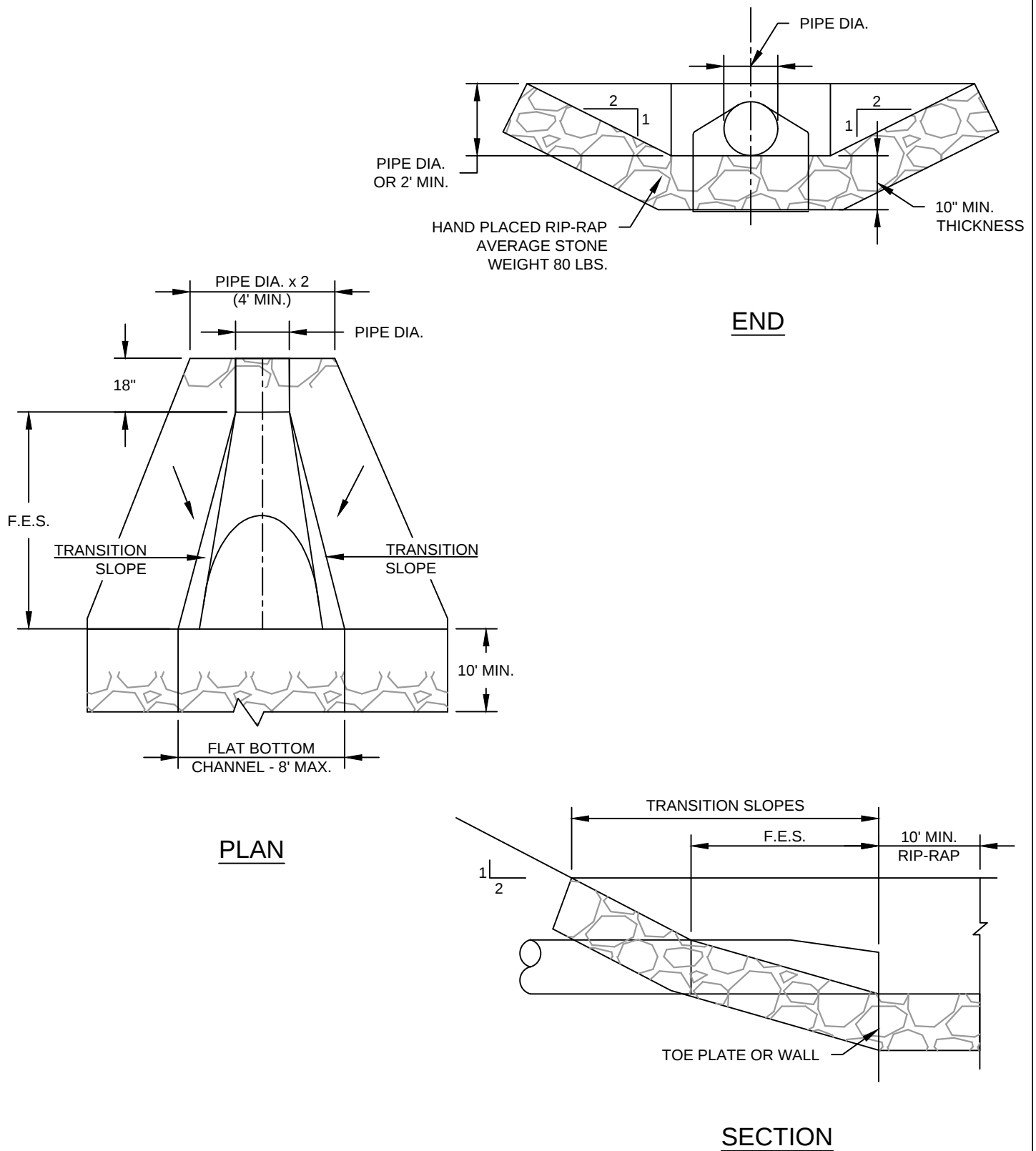


SECTION A-A

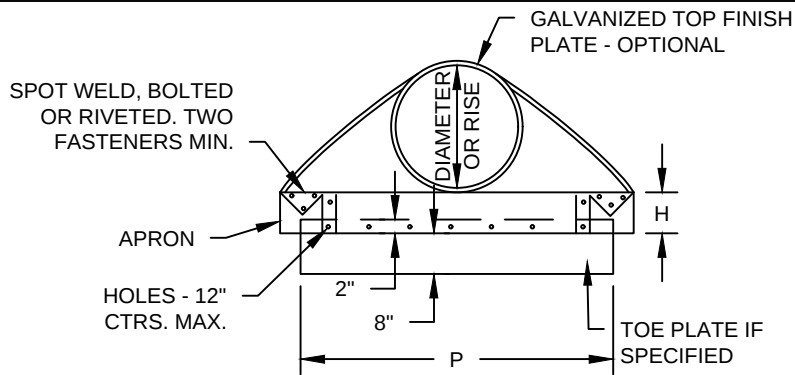
Date Revised:	March, 2014
By:	SH
Checked By:	JB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
JUNCTION BOX**

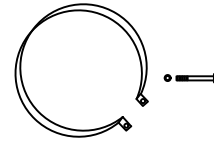
Design Guideline:	SECTION 4
	STORM DRAINAGE
Drawing No:	IV-13



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL FLARED END SECTION w/ RIP RAP	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-14

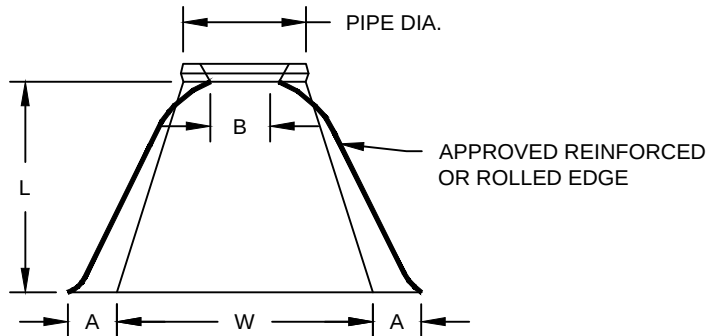


ELEVATION



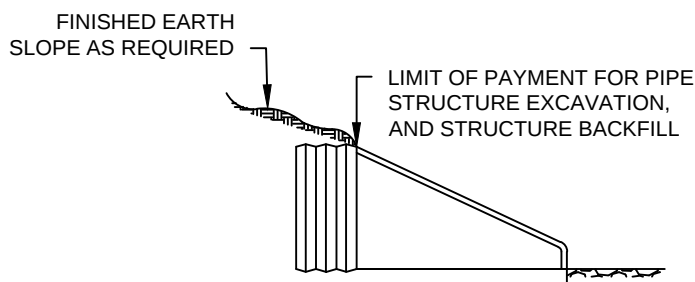
1 INCH WIDE 0.109" THICK CONNECTOR STRAP OF COMMERCIAL QUALITY STEEL. GALVANIZED WITH SAME WEIGHT COATING AS PIPE, AND 6" x 1/2" GALVANIZED BAND BOLT AND NUT. USE AS ALTERNATE ON CONNECTION.

CONNECTOR STRAP

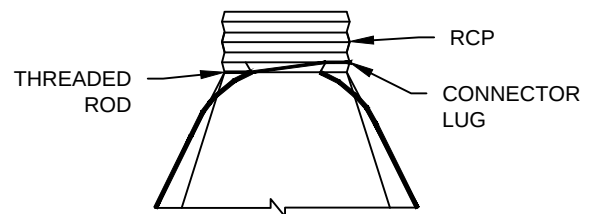


PLAN

END SECTION FOR ROUND PIPE								
PIPE DIA. (IN)	GALV. SHEET THICK (IN)	DIMENSIONS (IN)					APPROXIMATE SLOPE (V:H) (1:SLOPE)	TOE PLATE IF SPECIFIED P (IN)
		A 1" TOL.	B MAX.	H 1" TOL.	L 1- 1/2" TOL.	W 2" TOL.		
18	0.064	8	10	6	31	36	2 - 1/2	46
21	0.064	9	12	6	36	42	2 - 1/2	52
24	0.064	10	13	6	41	48	2 - 1/2	58



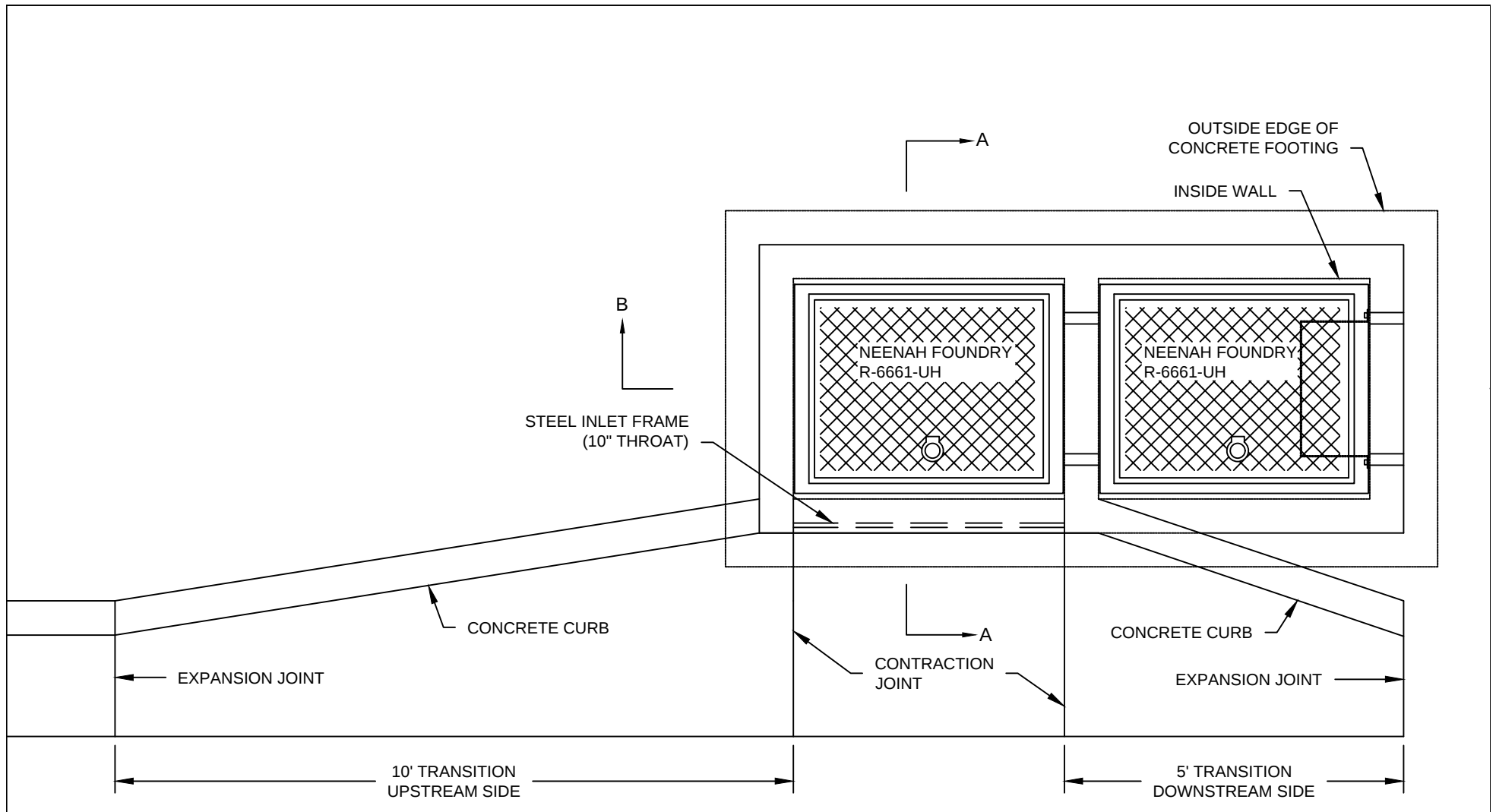
TYPICAL CROSS-SECTION



FOR 12" THRU 24" ROUND PIPE ONLY

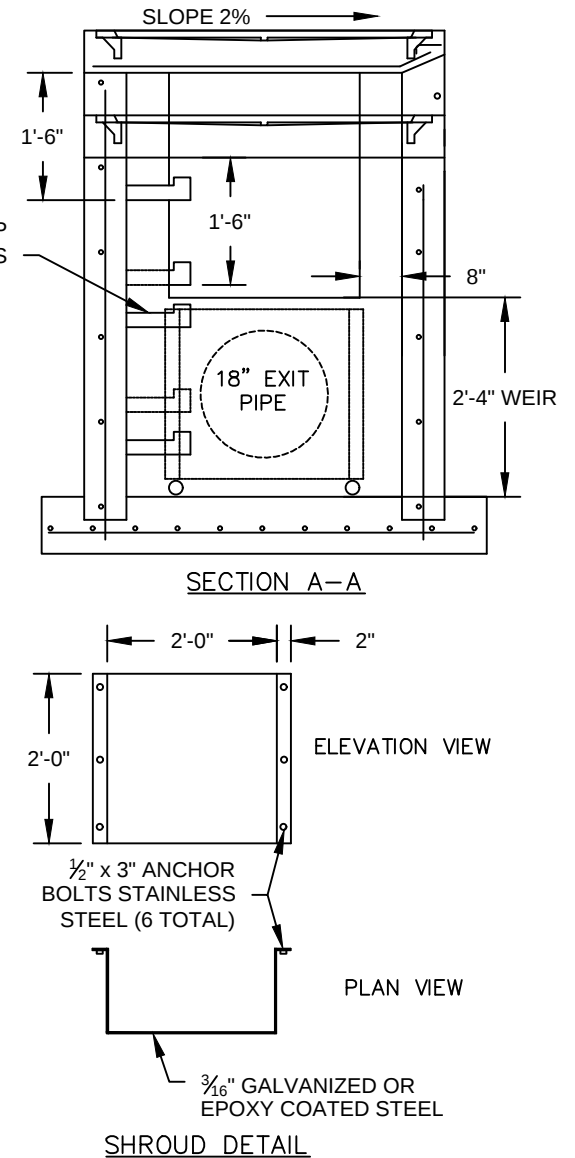
CONNECTION

Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL FLARED END SECTION	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-15



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DISSIPATION BOX	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-16

1. BEVEL ALL EXPOSED EDGES WITH $\frac{3}{4}$ " CHAMFER OR $\frac{1}{2}$ " TOOLED EDGE.



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DISSIPATION BOX	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-17

OVERVIEW

This chapter establishes design guidelines for the construction of roads, streets, and parking areas within the jurisdictional boundaries of the City of Osage Beach. It also establishes the guidelines for reconstruction, improvement, and maintenance of existing streets within the city. Design standards are based upon the AASHTO Policy on the Geometric Design of Highways and Streets and the Supplement for Design of Very Low Volume Local Roads, ≤ 400 Average Daily Traffic (ADT).

CLASSIFICATION OF ROADS AND STREETS

A. Arterial Streets subdivided into three classifications:

1. Arterials over 50,000 Average Daily Traffic Count (ADT): Major through routes for high volume, moderate speed traffic, with limited access similar to the pending Rte. 54 Expressway.
2. Arterials with between 10,000 and 50,000 ADT: Major through route for high volume, restricted speed traffic, with restricted access, similar to the existing Rte 54.
3. Arterials with between 5,000 and 10,000 ADT: Major connecting through routes similar to Rte. 42, KK and D Roads.

The design criterion shall be as indicated in Table I - Design Criterion.

B. Collector Streets. Collector are those that streets that intersect with arterial streets and/or local streets and serve primarily local traffic from neighborhoods to through routes. Dependant upon traffic count and local conditions the access will be restricted. Collector Streets are subdivided into two classifications:

1. Collector Street with over 3,000 ADT: Major lake roads such as Nichols Road, Passover Road, and Bluff Road.
2. Collector Street with 1,000 to 3,000 ADT: Lake Roads such as Case, Jefferies, Malibu, and Lazy Days.

The design criterion shall be as indicated in Table I - Design Criterion

C. Local Streets. Local streets are relatively low traffic neighborhood streets that provide access to residences or business locations and connect to collector streets. Local Streets are subdivided into four classifications:

1. Local Street with over 1500 ADT: Relatively busy neighborhood streets that serve several residences and/or condo units and connect to collectors and lesser local streets such as Dogwood Lane, Airport Road, Sunset Drive, lesser traveled portions of Nichols Road and Dude Ranch Road, etc.

Design Guidelines
City Of Osage Beach
SECTION 5 - ROADS, STREETS AND PARKING AREAS

2. Local Street with between 400 and 1500 ADT: Neighborhood streets serving more than ten residences or condo units, and connecting to lesser local streets. May be dead end streets similar to: Wilson Drive, Broadwater Drive, Wyrick Road, etc.
3. Local Street with less than 400 ADT: Low use, usually dead end, streets serving less than ten residences similar to Cedar Village Lane, Sleepy Hollow Lane, End of Hawthorne Drive, etc.

The design criterion shall be as indicated in Table I - Design Criterion

DEAD END STREETS

- A. Cul-de-sacs shall be constructed on all dead-end streets and shall meet the following criterion:
 1. The minimum diameter shall be 50 feet (edge of pavement to edge of pavement).
 2. The minimum easement or right of way shall be 60 feet diameter, or back of cut or fill slope as determined by the City Engineer.
 3. In cases where terrain and other constraints prohibit the construction of a cul-de-sac a “turn-around tee” may be constructed with the approval of the City Engineer. The use of a cul-de-sac is preferred.

RESIDENTIAL PARKING AND COMMERCIAL PARKING AREAS

- A. Residential Parking
 1. Each residential property owner shall provide sufficient off street parking for his or her individual needs. Parking on the city street will not be permitted.
- B. Public Parking Areas
 1. All public and commercial facilities (except those in areas zoned as industrial) shall provide adequate parking to serve the public and employees as specified in the City of Osage Beach City Code Section ~~405.630 thru 405.670~~ 405.480, Off-Street Parking and Loading Requirements. In addition all commercial and public parking shall meet the following requirements:
 - a. All commercial, industrial, and/or public parking areas shall be asphalt or concrete paved.
 - b. The minimum structural section for asphalt paved parking areas shall be three inches of asphalt pavement on a minimum of eight inches of Type ~~V I-B~~ Base.

Design Guidelines
City Of Osage Beach
SECTION 5 - ROADS, STREETS AND PARKING AREAS

- e. The minimum structural section for concrete paved parking areas shall be six inches of reinforced concrete pavement on six inches of Type ~~V I-B~~ Base. ~~Reinforcement shall be # 2 bars at 12" on centers both ways or equivalent.~~
- d. ADA handicapped parking shall be in accordance with:
 - 1) City of Osage Beach Code Section ~~405.665~~ 405.530.
 - 2) Handicapped access ramps shall be provided as necessary.
- e. The parking area shall be drained to suitably designed storm drainage systems. Refer to the Storm Drainage Guidelines.
- f. Minimum cross-slopes for drainage shall be 0.5% for one axis and 1.0% for the transverse axis.
- g. The minimum radius for edge of pavement at entrance and exit shall be 20 feet.
- h. The minimum width of entranceway for one-way entrances shall be 12 feet, and for two-way entrances shall be 24 feet.
- i. The maximum allowable entry width for commercial parking areas shall be 40 ft, edge of pavement to edge of pavement.

EXISTING CITY STREETS – RECONSTRUCTION AND UPGRADING

- A. Many of the existing city streets do not conform to the above standards. In many cases there is inadequate right-of-way and manmade or natural obstructions that preclude significant improvement of the street. In order to accommodate these problems the following shall apply to all existing city streets.
 - 1. Arterial, Collector, and Local Streets with an ADT of over 1000 will be upgraded to the new construction standards to the maximum extent practicable. Substandard streets shall be upgraded in order of priority as set by the City Engineer, and approved by the Board of Aldermen.
 - 2. Streets with an ADT of less than 1000 will be maintained to a driveable condition approximating their condition at the time of acceptance by the city until such time as increased traffic loading or safety consideration warrant upgrading them to new construction standards, providing the City has available funding. In many cases it will not be practicable to do so. In these cases the street will be upgraded by minor grading, overlay asphalt pavements, mitigation of safety issues, and construction of drainage facilities where required. Such upgrades and improvement will be prioritized. The priority shall be set by the City Engineer and approved by the Board of Aldermen.

Design Guidelines
City Of Osage Beach
SECTION 5 - ROADS, STREETS AND PARKING AREAS

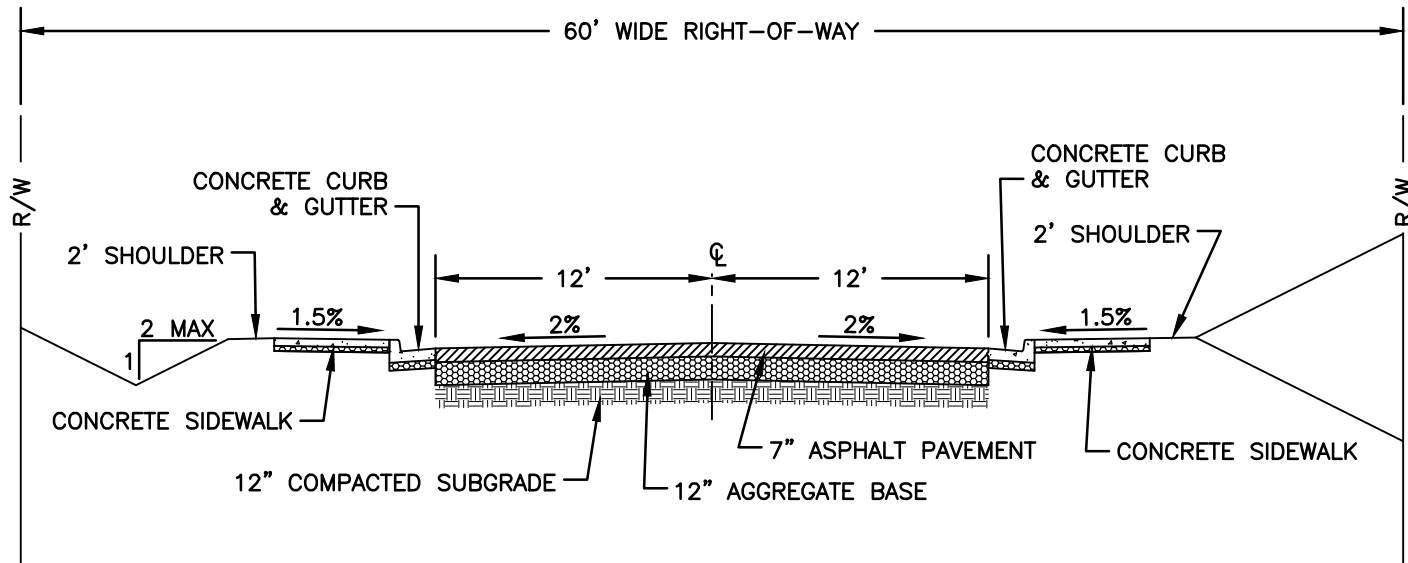
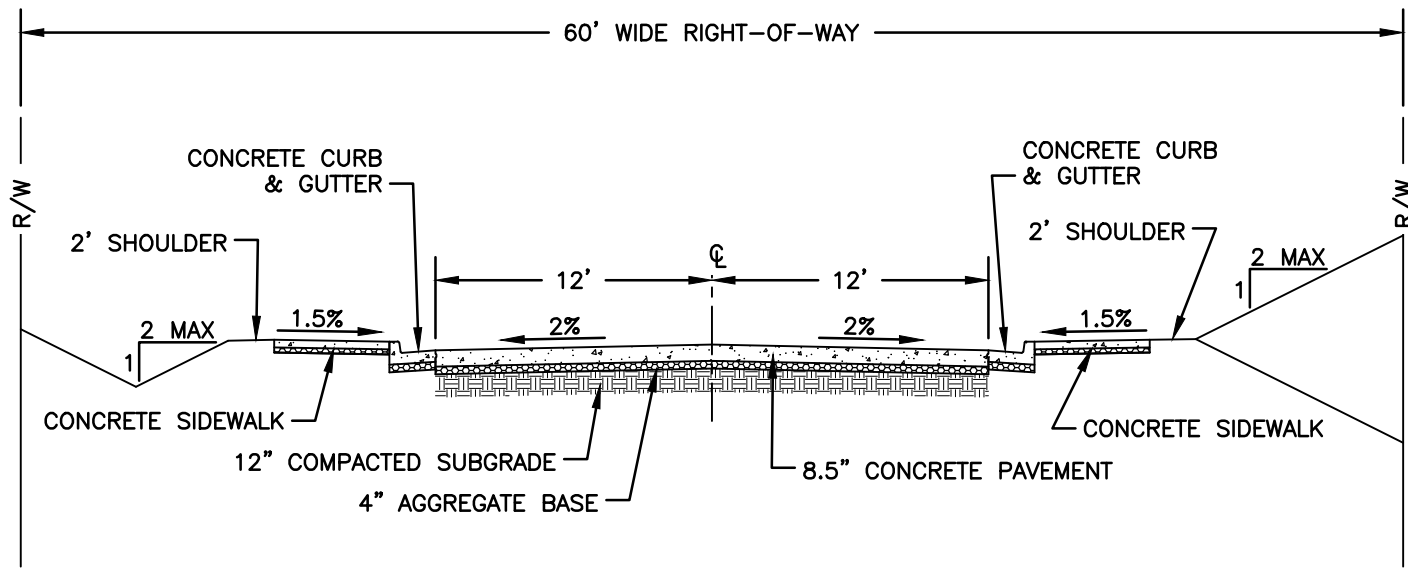
EXISTING CITY STREETS – MAINTNENACE

- A. It is the intent of this guideline that existing city streets shall be maintained in a safe, drivable condition to the maximum extent practicable with consideration given to current available funding and staffing limitations.
- B. In general, the roadways will be maintained to the standard at which they were accepted into the city inventory. In cases where citizen complaints, staff investigations, or the Capital Infrastructure Advisory Committee deems appropriate the Board of Aldermen shall be requested to make improvements to the roadway. This request shall be in the form of a formal request from at least 50% of the persons or businesses located along the street in question. The request will be reviewed by the Capital Infrastructure Advisory Committee, the City Engineer, and Superintendent of Public Works and recommended to the Board of Aldermen. In general, improvements will be made only in accordance with the appropriate priority list and when funding is available.
- C. Snow and Ice Removal
 - 1. There are a few existing streets that are inaccessible to city snow plowing equipment. In cases where the street can not be safely plowed by existing city equipment or other safety concerns are prohibitive the street will be placed upon a no-plow list at the time the street is accepted into the city inventory. Streets to be placed on the no-plow list shall be recommended by the Department of Public Works, and be approved by the Board of Aldermen. They will remain on the no-plow list until they are upgraded to new construction standards.

ROADS, STREETS AND PARKING CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.

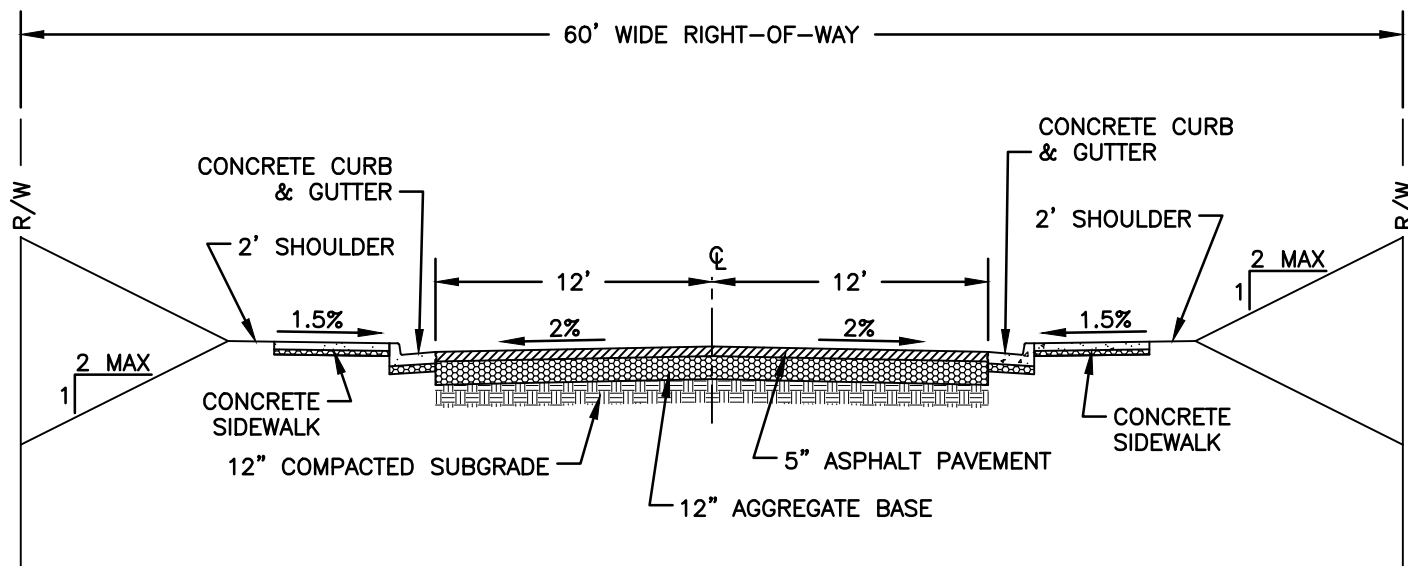
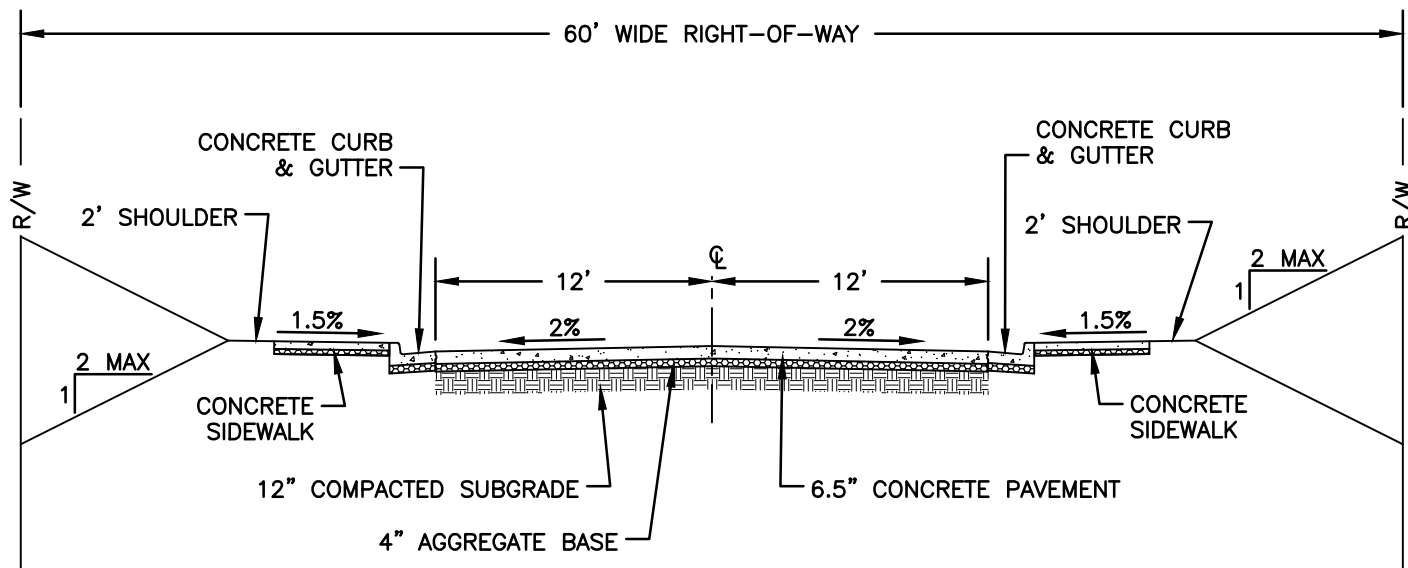
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Date Revised:	APRIL 2021
By:	EAH
Checked By:	---

CITY OF OSAGE BEACH
TYPICAL DETAIL
ARTERIAL STREET 5,000 TO 10,000 ADT

Design Guideline:	SECTION 5
	ROADS, STREETS AND PARKING AREAS
Drawing No:	V-2



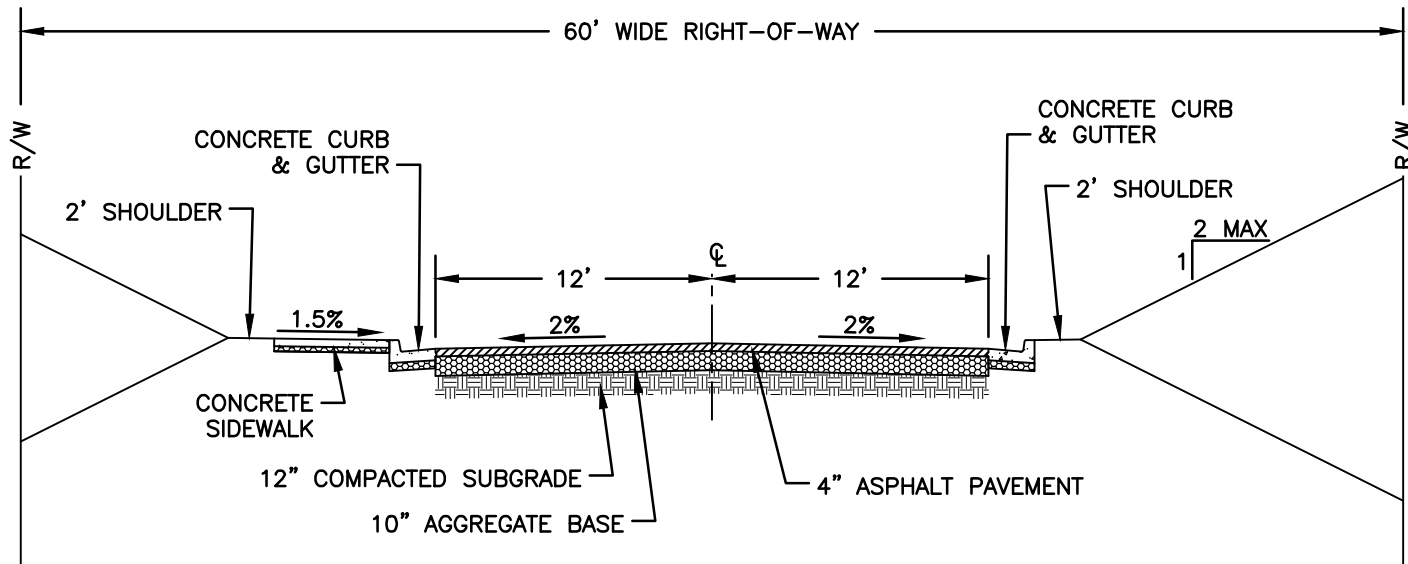
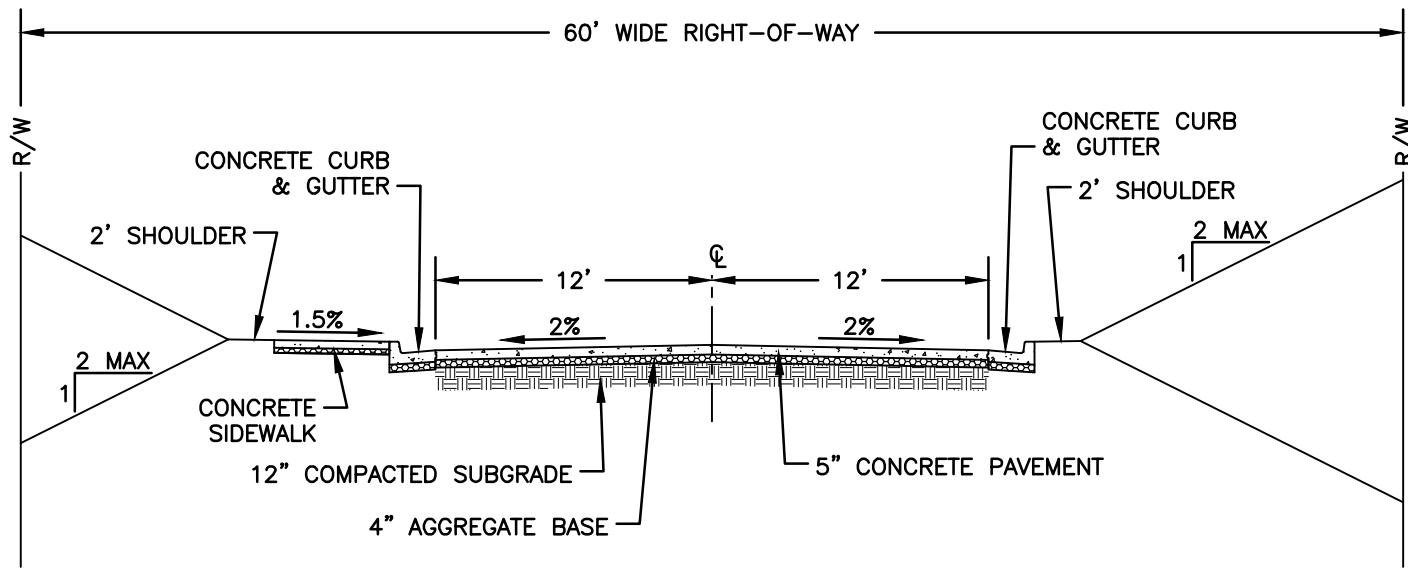
Date Revised:
APRIL 2021

By:
EAH

Checked By:

CITY OF OSAGE BEACH
TYPICAL DETAIL
COLLECTOR STREET

Design Guideline:
SECTION 5
ROADS, STREETS AND
PARKING AREAS
Drawing No:
V-3



Date Revised:
APRIL 2021

By:
EAH

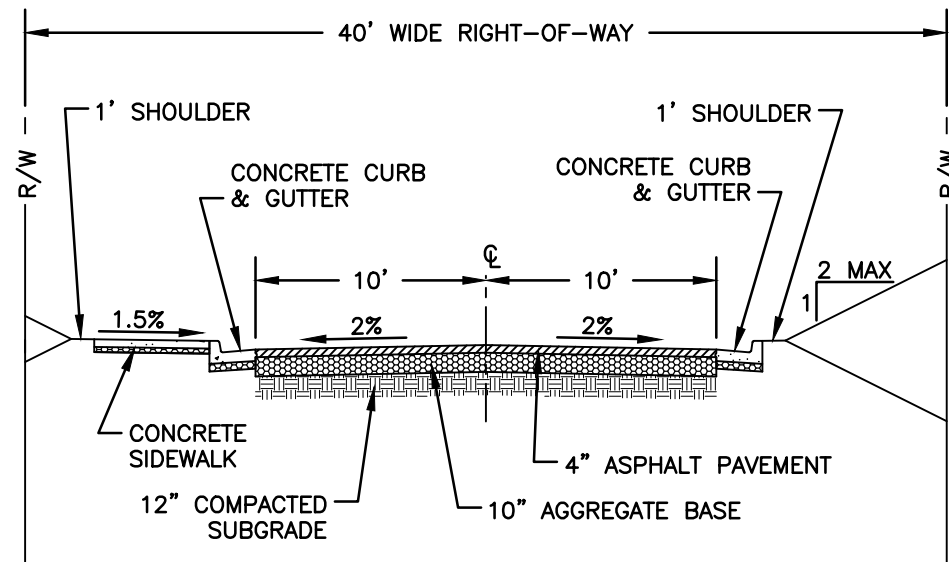
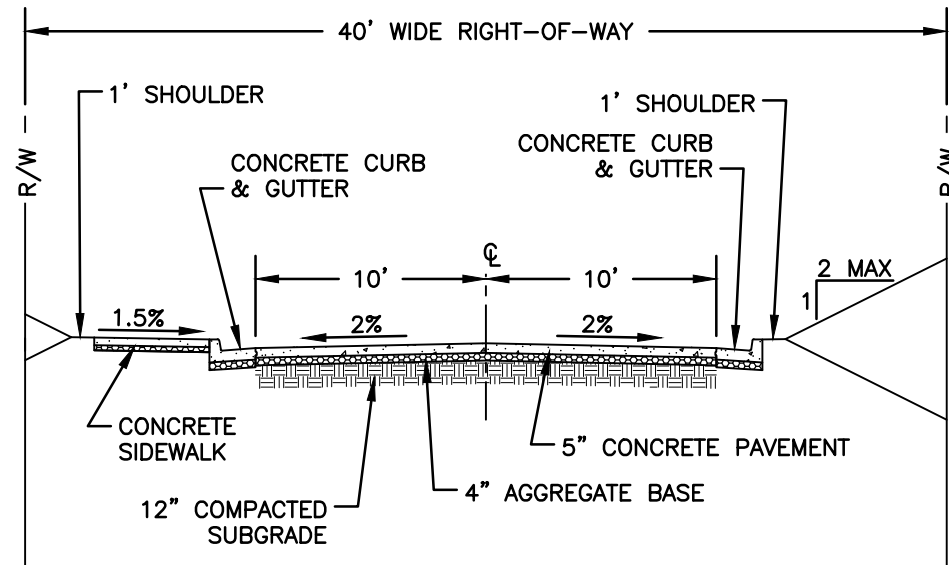
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CITY OF OSAGE BEACH
TYPICAL DETAIL
LOCAL STREET OVER 1,500 ADT

Design Guideline:
SECTION 5

ROADS, STREETS AND
PARKING AREAS

Drawing No:
V-4



Date Revised:
APRIL 2021

By:
EAH

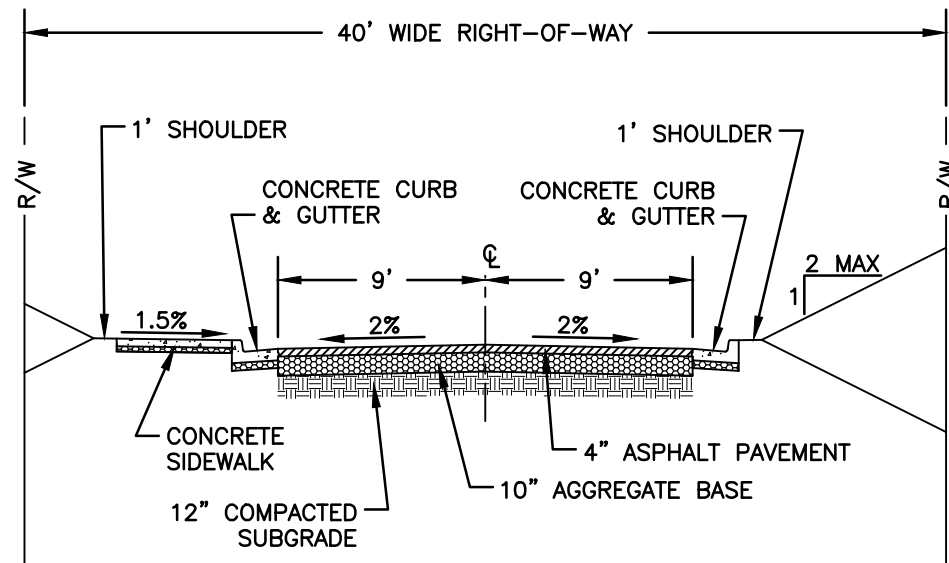
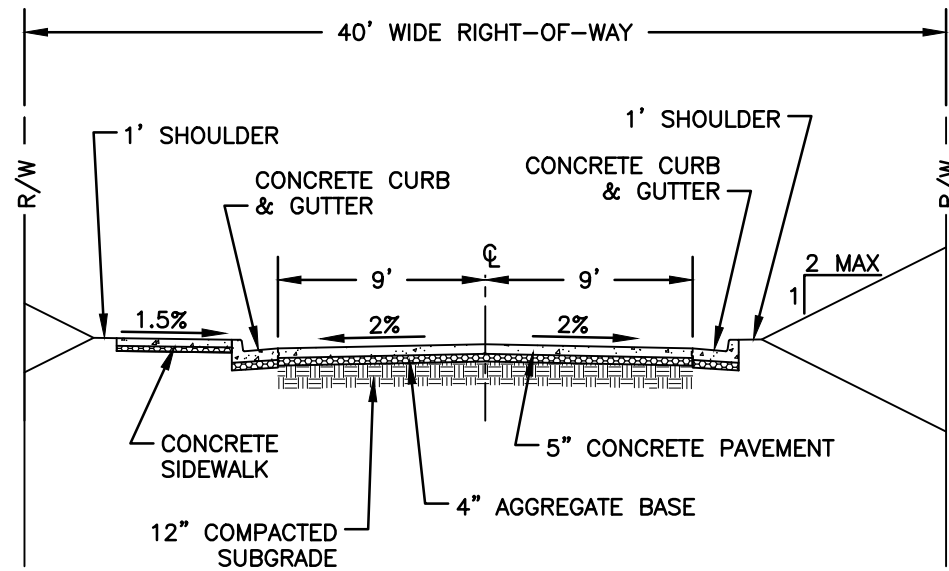
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CITY OF OSAGE BEACH
TYPICAL DETAIL
LOCAL STREET 400 TO 1,500 ADT

Design Guideline:
SECTION 5

ROADS, STREETS AND
PARKING AREAS

Drawing No:
V-5



Date Revised:
APRIL 2021

By:
EAH

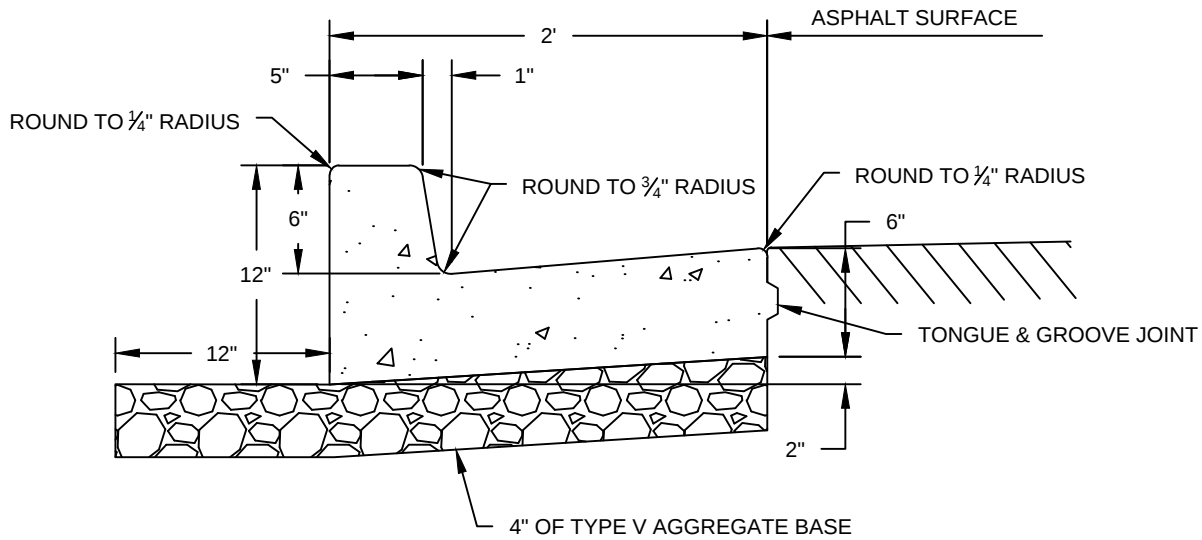
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CITY OF OSAGE BEACH
TYPICAL DETAIL
LOCAL STREET LESS THAN 400

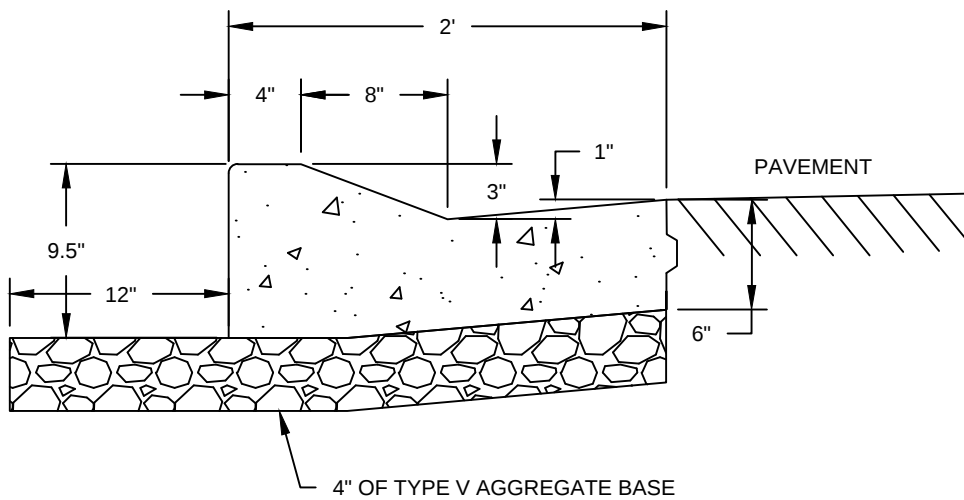
Design Guideline:
SECTION 5

ROADS, STREETS AND
PARKING AREAS

Drawing No:
V-6



BARRIER CURB



ROLL-BACK CURB

CURB & GUTTER NOTES

1. $\frac{3}{4}$ " EXPANSION JOINTS TO BE PLACED AT RADIUS POINT JUNCTURES AND AT 250' INTERVALS.
2. $1\frac{1}{2}$ " DEEP CONTROL JOINTS SHALL BE INSTALLED AT APPROXIMATELY 15' INTERVALS. JOINTS SHALL PASS THROUGH THE ENTIRE CURB SECTION.
3. A MINIMUM OF 4" AGGREGATE BASE SHALL BE PLACED BENEATH ALL CURB AND GUTTER SECTIONS.

Date Revised:

APRIL 2014

By:

JMY

Checked By:

SLB

**CITY OF OSAGE BEACH
TYPICAL DETAIL
CURB AND GUTTER**

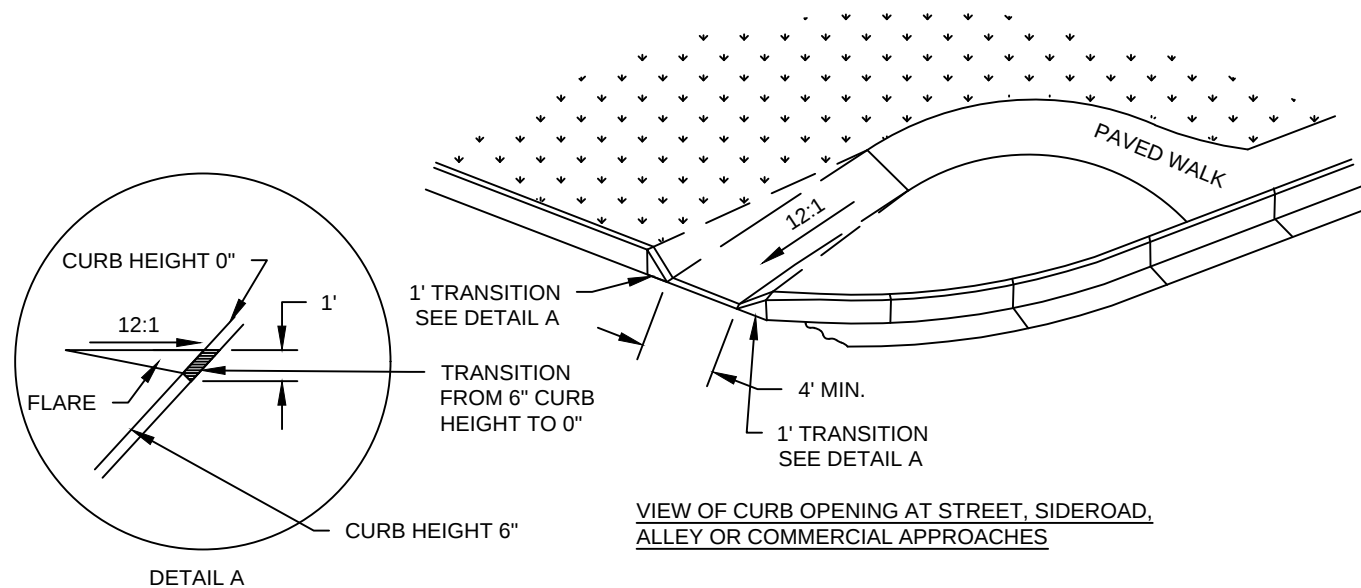
Design Guideline:

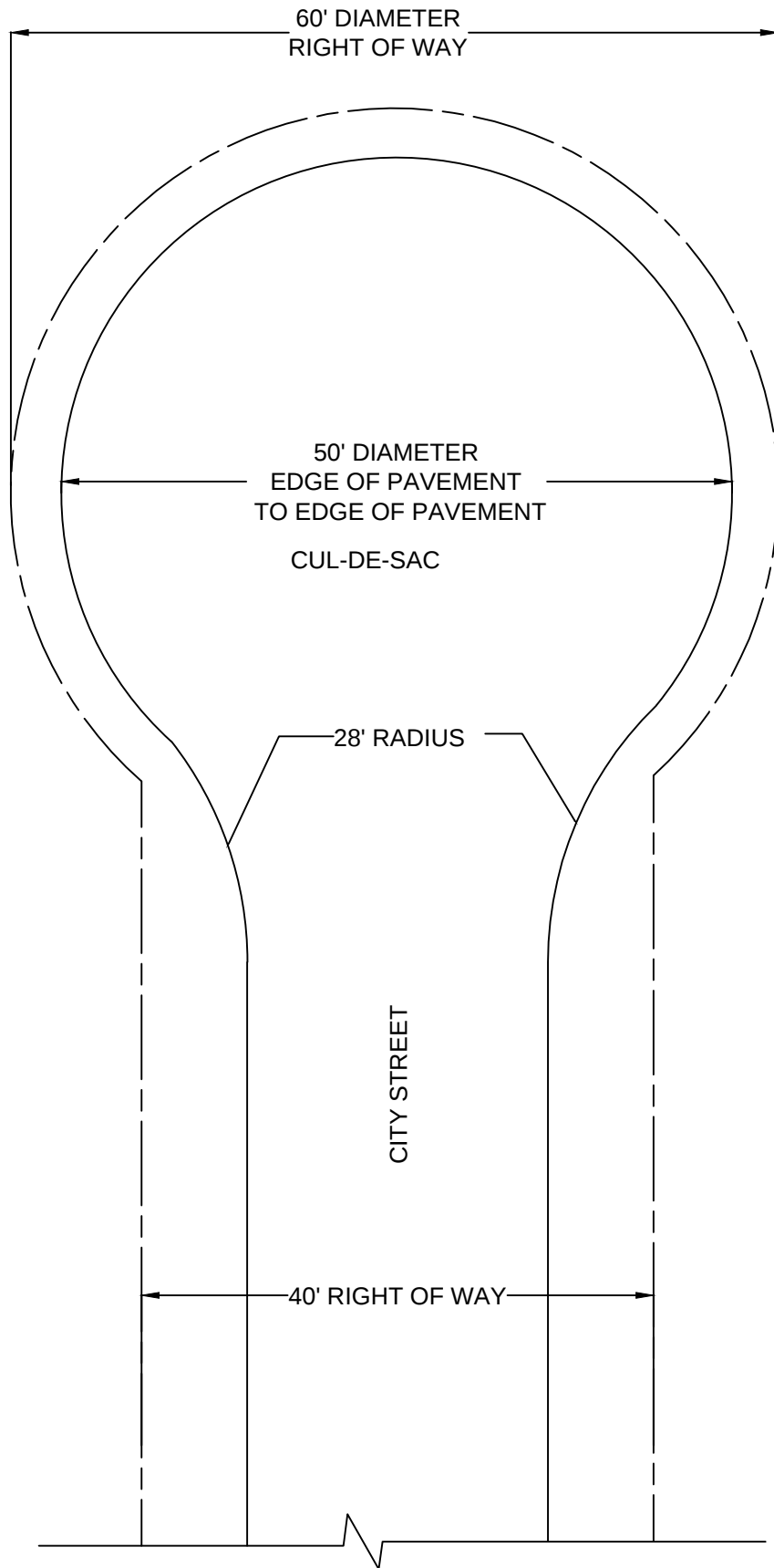
SECTION 5

ROADWAY, STREETS,
AND PARKING

Drawing No.:

V - 7



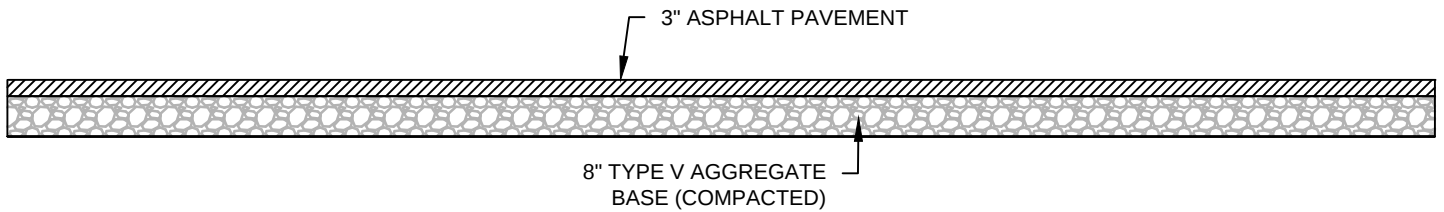


Date Revised:	APRIL 2014
By:	JMY
Checked By:	SLB

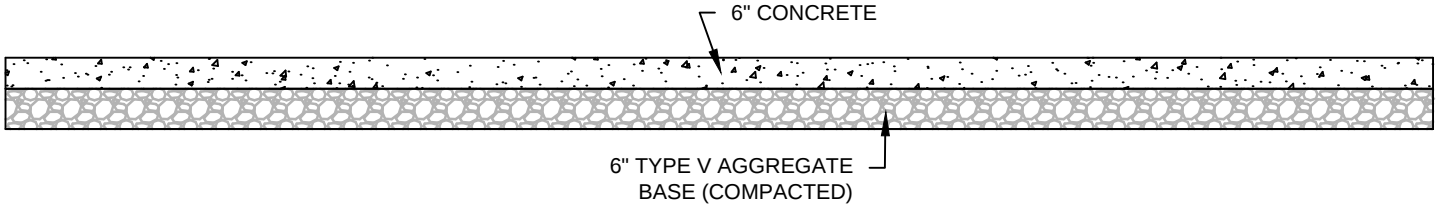
**CITY OF OSAGE BEACH
TYPICAL DETAIL
CUL-DE-SAC**

Design Guideline:	SECTION 5
	ROADWAY, STREETS, AND PARKING
Drawing No.:	V - 9

ASPHALT PAVEMENT PARKING

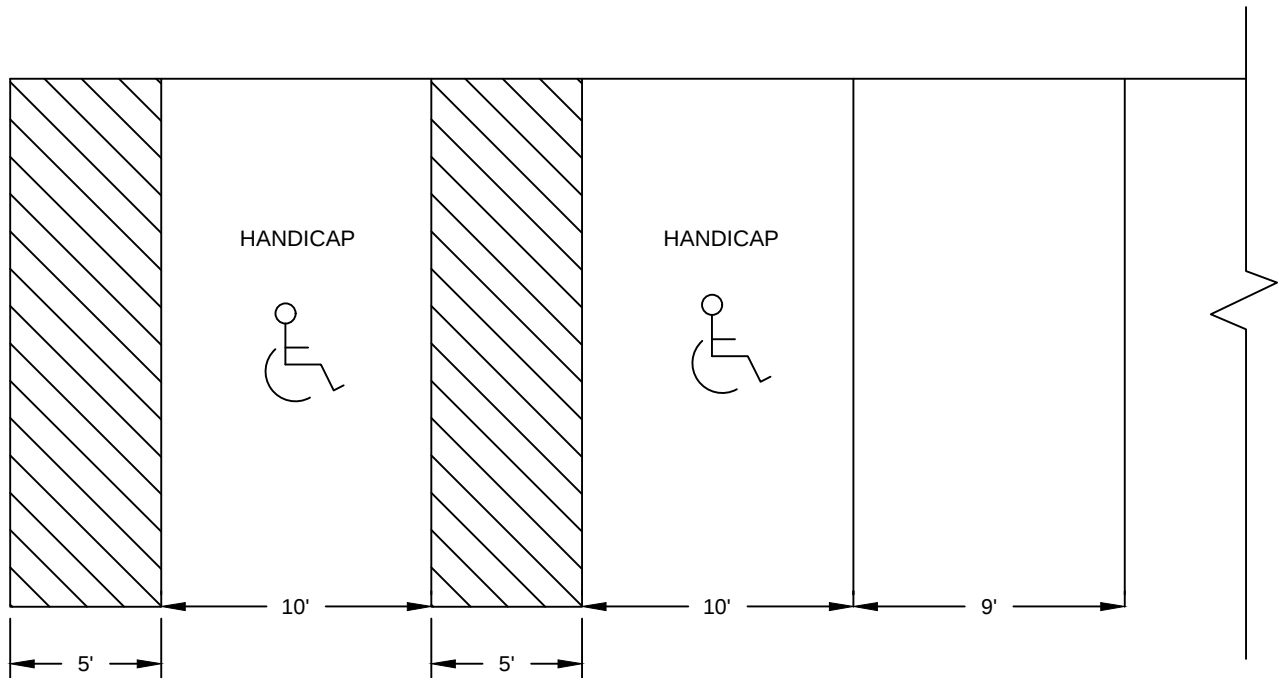


CONCRETE PAVEMENT PARKING



MINIMUM CROSS-SLOPES FOR DRAINAGE IS 0.5% ONE AXIS AND 1.0% TRANSVERSE AXIS.

TYPICAL STRUCTURAL SECTION PAVED PARKING
NOT TO SCALE

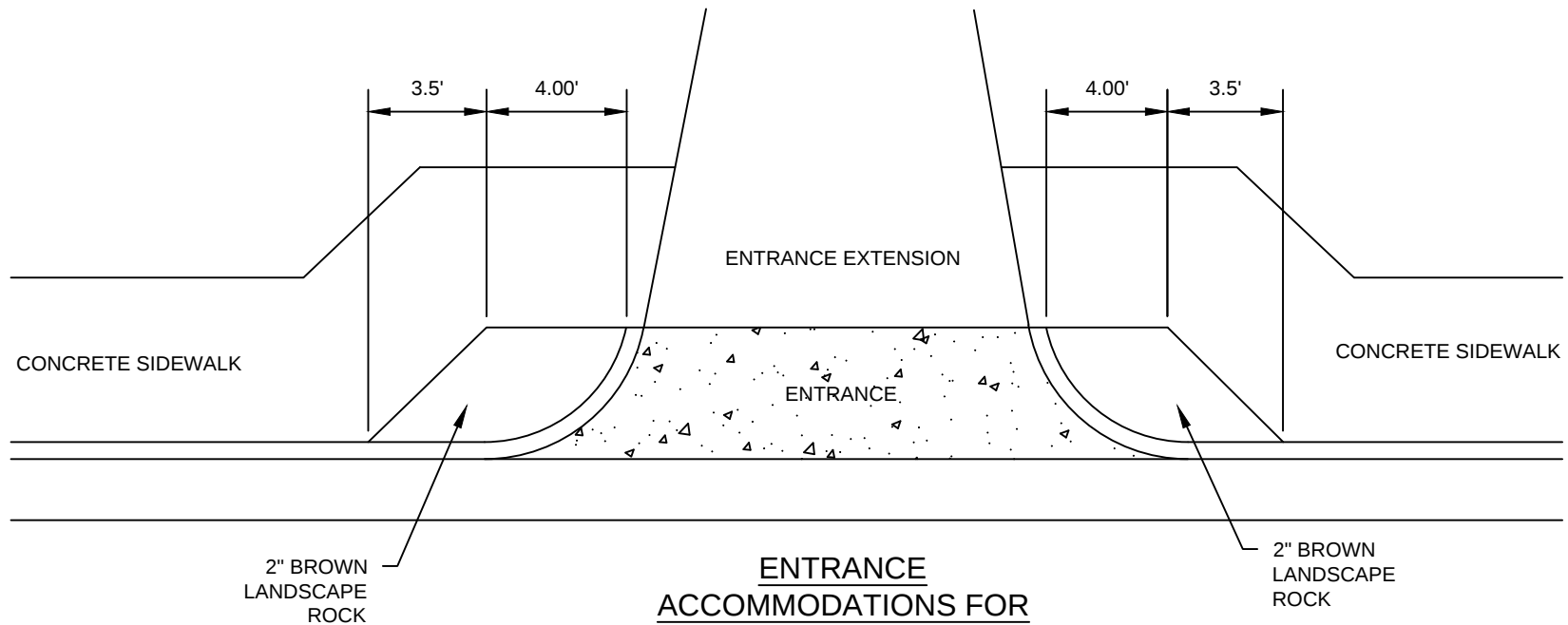


NOTE:

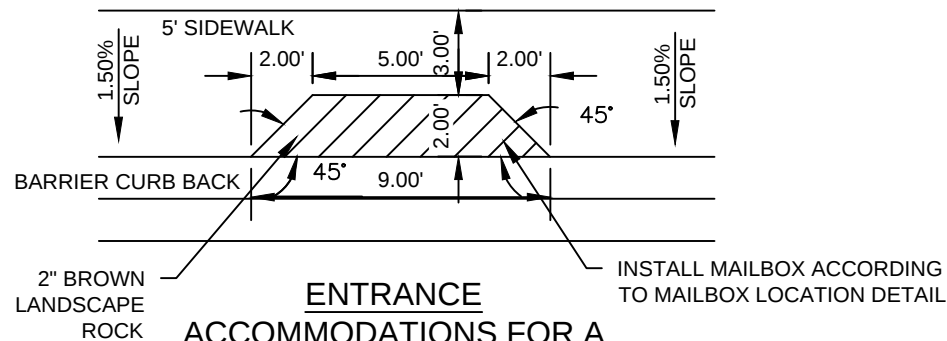
ALL PARKING LINES ARE 4"x 17- $\frac{1}{2}$ "
HANDICAP EMBLEMS ARE AT LEAST 34" WIDE
BY 39" HEIGHT
ALL PAINT AND PAINT APPLICATIONS SHALL
CONFORM TO MoDOT SPECIFICATIONS

TYPICAL MARKED PARKING AREA WITH HANDICAP PARKING
NOT TO SCALE

Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL PARKING AREA	Design Guideline: SECTION 5
By: JMY		ROADWAY, STREETS, AND PARKING
Checked By: SLB		Drawing No.: V - 10



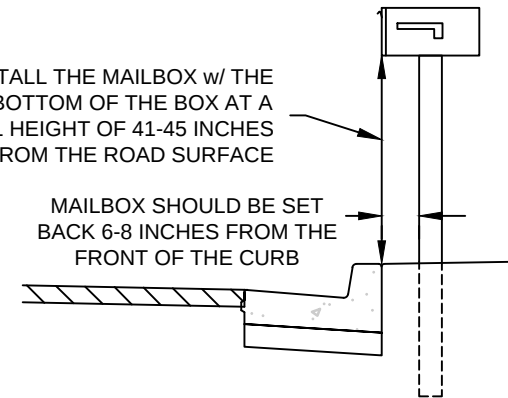
**ENTRANCE
ACCOMMODATIONS FOR
A MAILBOX ALONG SIDEWALK**
NOT TO SCALE



**ENTRANCE
ACCOMMODATIONS FOR A
MAILBOX ALONG SIDEWALK**
NOT TO SCALE

INSTALL THE MAILBOX w/ THE
BOTTOM OF THE BOX AT A
VERTICAL HEIGHT OF 41-45 INCHES
FROM THE ROAD SURFACE

MAILBOX SHOULD BE SET
BACK 6-8 INCHES FROM THE
FRONT OF THE CURB



MAILBOX LOCATION
NOT TO SCALE

Date Revised:
JUNE 2017

By:
MLM

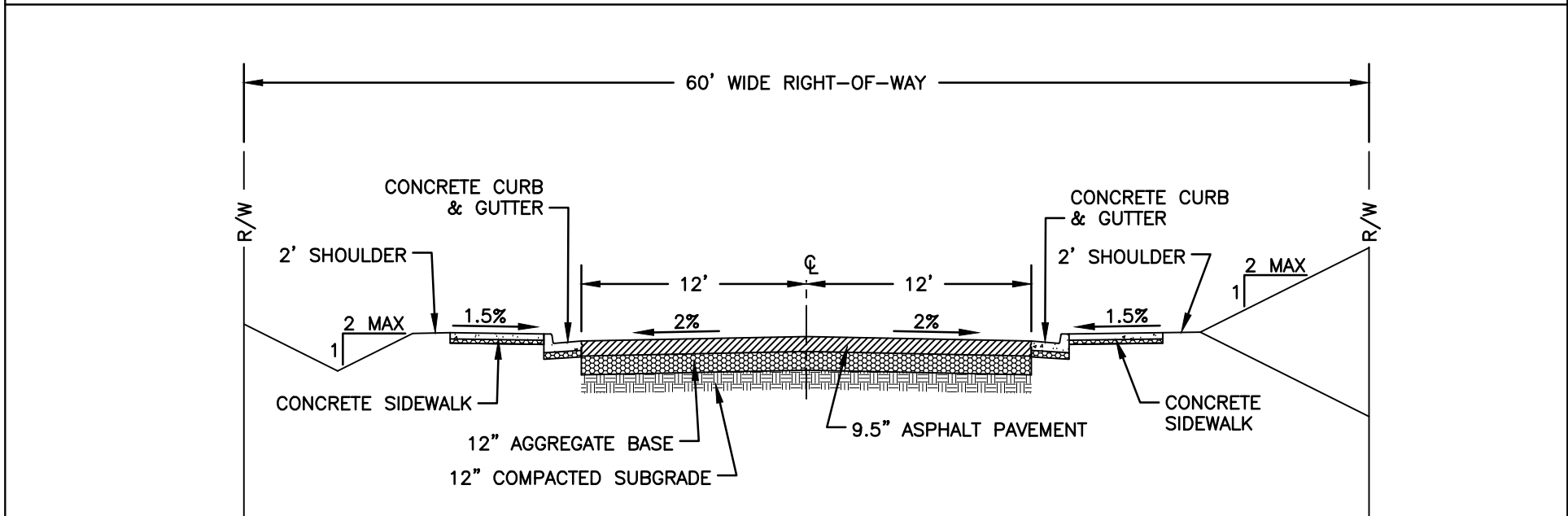
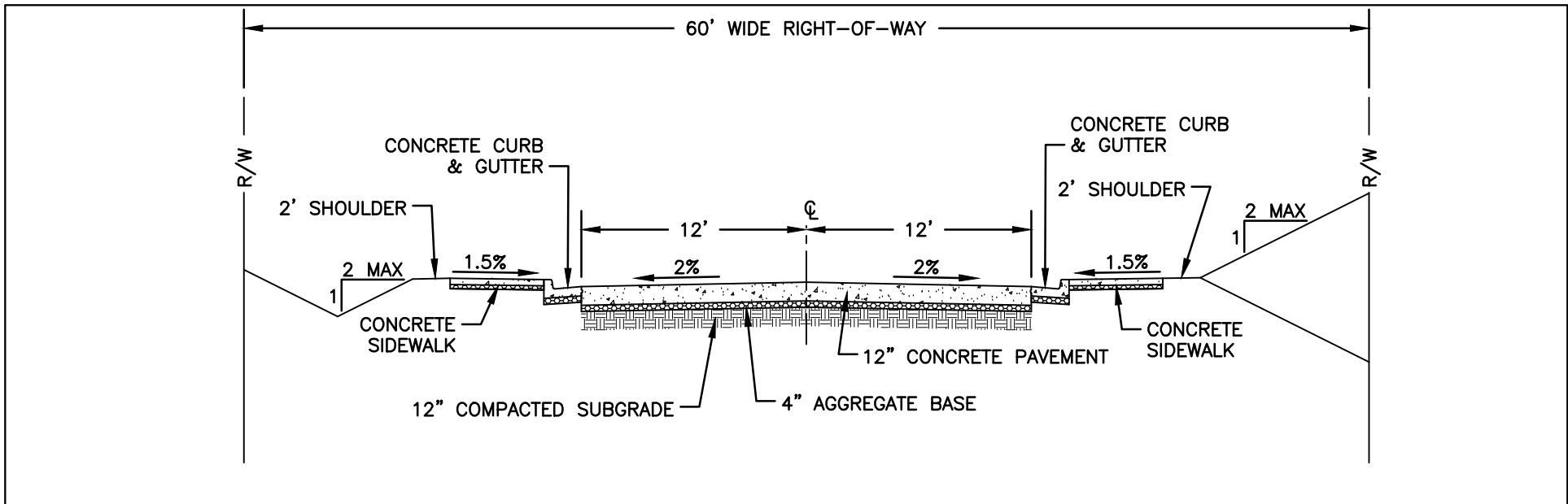
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NE

**CITY OF OSAGE BEACH
TYPICAL DETAIL
MAILBOX ACCOMMODATIONS**

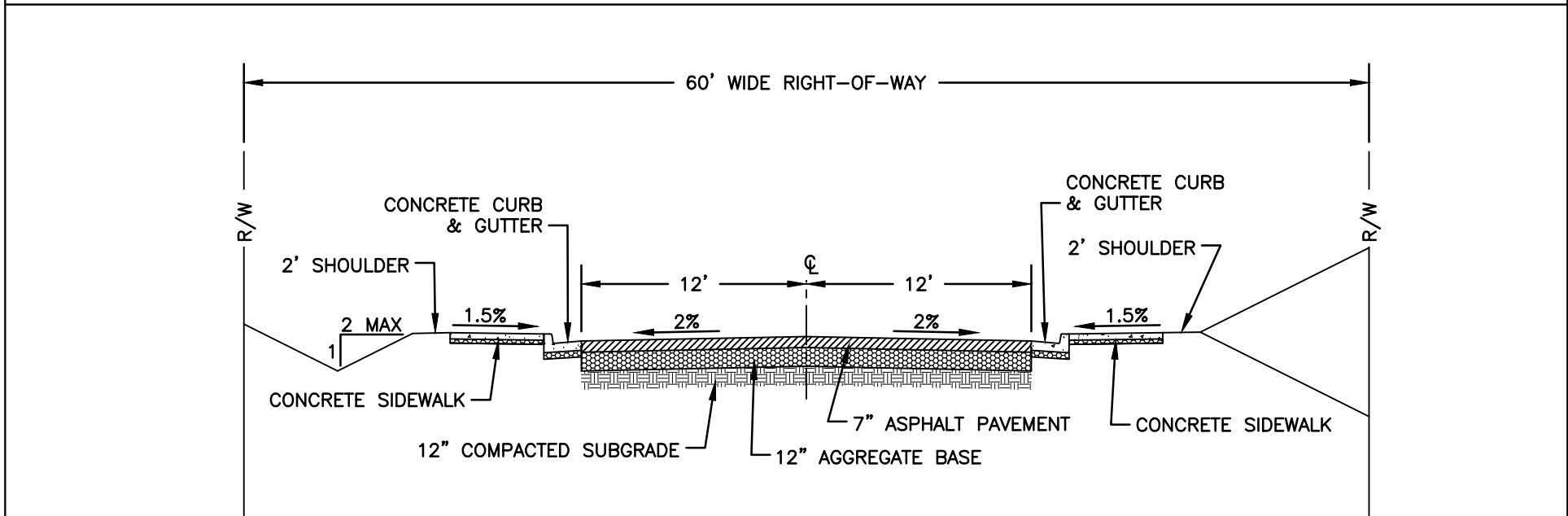
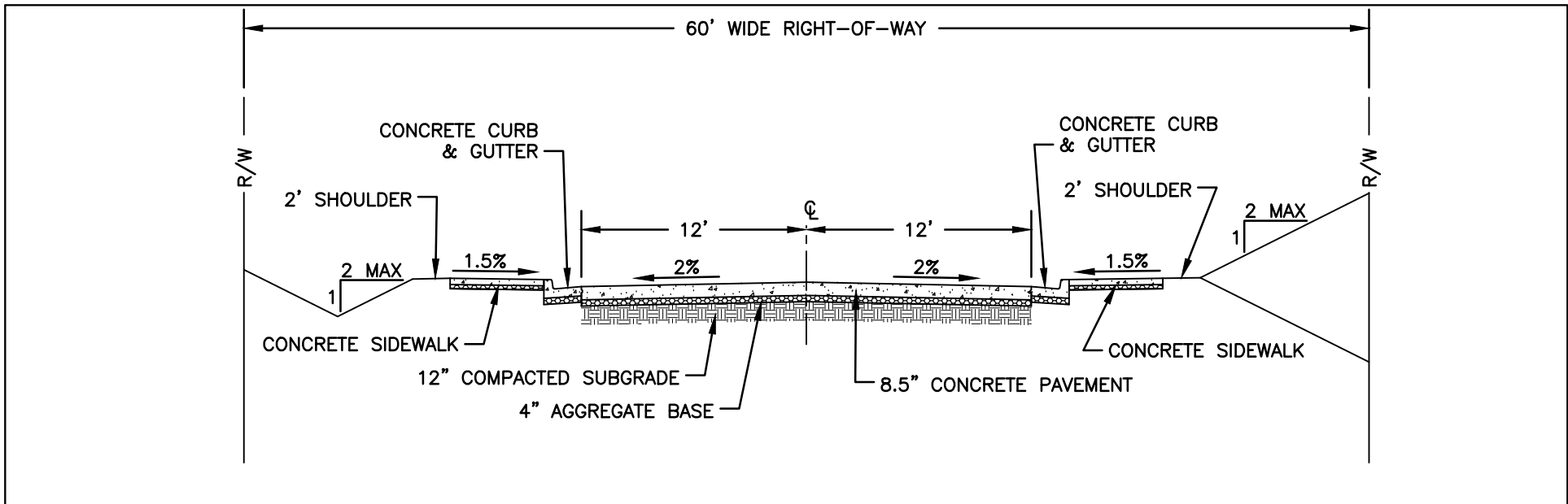
Design Guideline:
SECTION 5
ROADS, STREETS AND
PARKING AREAS
Drawing No:
V-11

Design Guidelines
City of Osage Beach
SECTION 5 - ROADS, STREETS AND PARKING AREAS

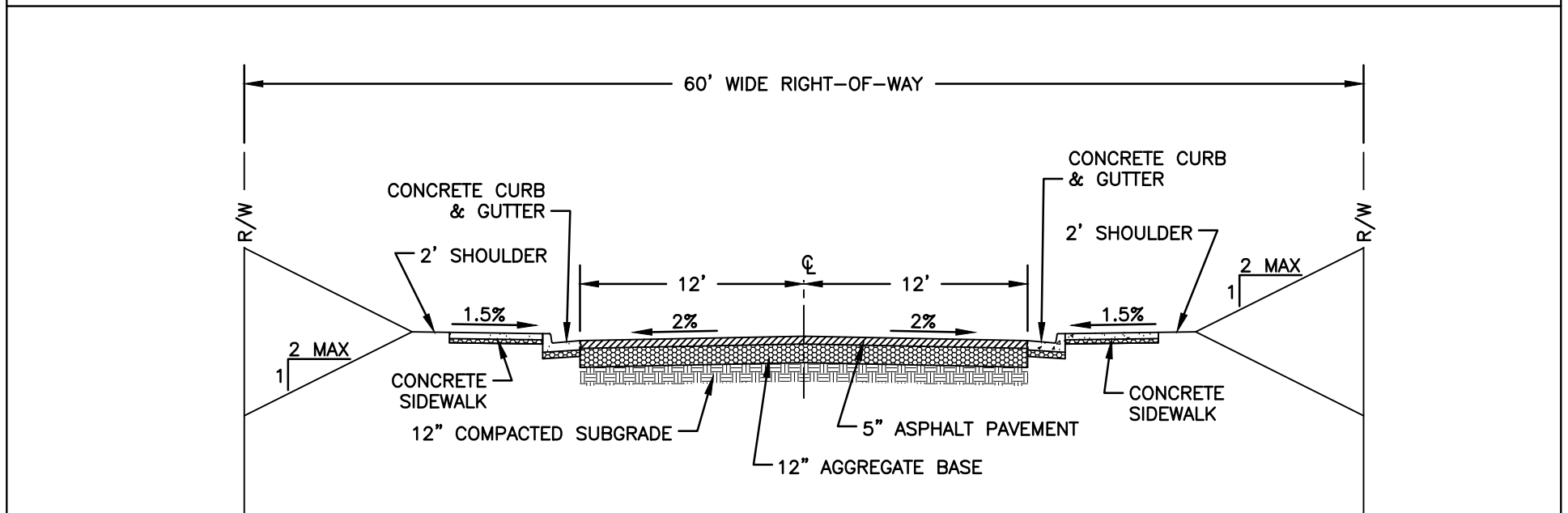
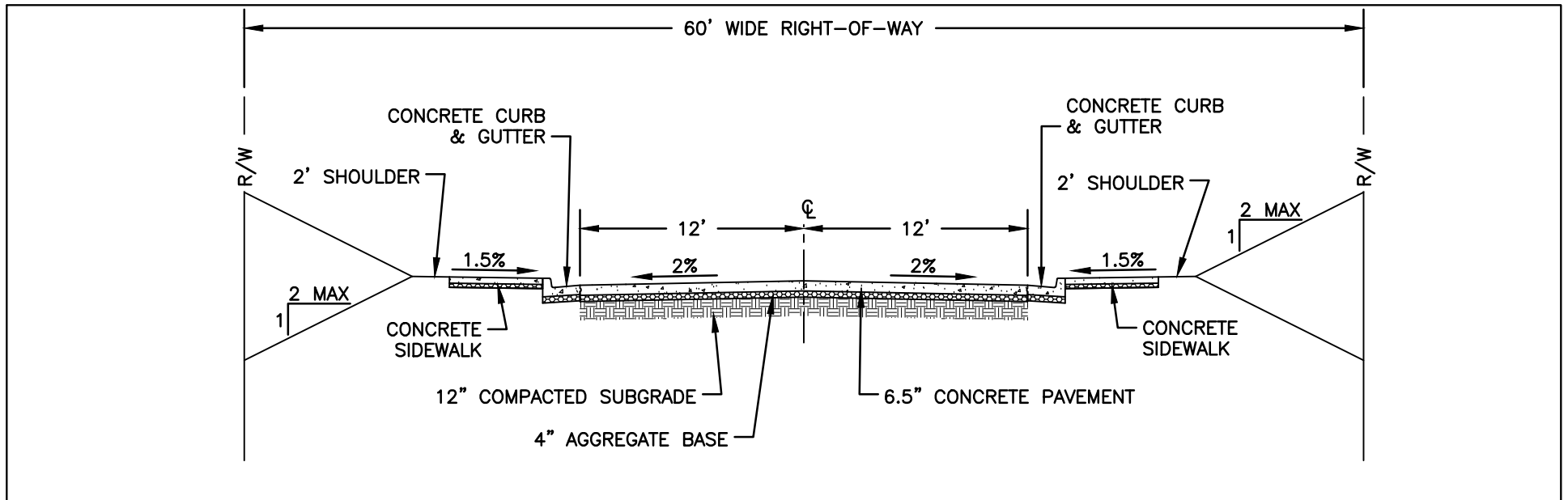
TABLE I - STREET AND ROADWAY DESIGN CRITERION									
DESIGN CRITERION	ARTERIAL			COLLECTOR		LOCAL STREET			ONE WAY
	Over 50,000 ADT	10,000 to 50,000 ADT	5,000 to 10,000 ADT	Over 3,000 ADT	1,500 to 3,000 ADT	Over 1,500 ADT	400 to 1,500 ADT	Less Than 400 ADT	Less Than 400 ADT
Design Speed (mph)	MoDOT	45	35	25	25	25	15	10	10
No. of Lanes	MoDOT	3 to 5	2	2	2	2	2	2	1
Width of Lane (ft)	MoDOT	12	12	12	12	12	10	9	14
Minimum Curve Radius (ft)	MoDOT	730	420	205	165	165	100	45*	45*
						* Minimum width of pavement is 23 ft. curb to curb			
Maximum Super Elevation	MoDOT	4%	4%	4%	0	0	0	0	0
Minimum Curve Widening, (ft) Vehicle Type WB-50	MoDOT	2	4.5	7	8	8	8	5**	5**
						** Two-way streets only - see above			
Minimum Intersection Inside Curb Radius	MoDOT	70	50	50	30	30	30	30	30
Maximum Grade	MoDOT	8%	12%	12%	12%	15%	15%***	15%***	15%***
						***Steeper grades with approval of City Engineer			
Max. K Value	MoDOT	61	29	29	19	12	12	3	3
Minimum Sight Distance	MoDOT	360	250	155	155	155	100	80	80
Structural Cross Section									
Asphaltic Concrete									
Pavement	MoDOT	9.5"	7"	5"	5"	4"	4"	4"	4"
Aggregate Base	MoDOT	12"	12"	12"	12"	10"	10"	10"	10"
Portland-Cement Concrete									
Pavement	MoDOT	12"	8.5"	6.5"	6.5"	5"	5"	5"	5"
Aggregate Base	MoDOT	4"	4"	4"	4"	4"	4"	4"	4"
Curb & Gutter	MoDOT	Option	Required	Required	Required	Required	Required	Required	Required
Sidewalk	MoDOT	Both Sides	Both Sides	Both Sides	Both Sides	One Side	One Side	One Side****	One Side****
						**** Dead end streets serving less than 10 homes - delete walk			



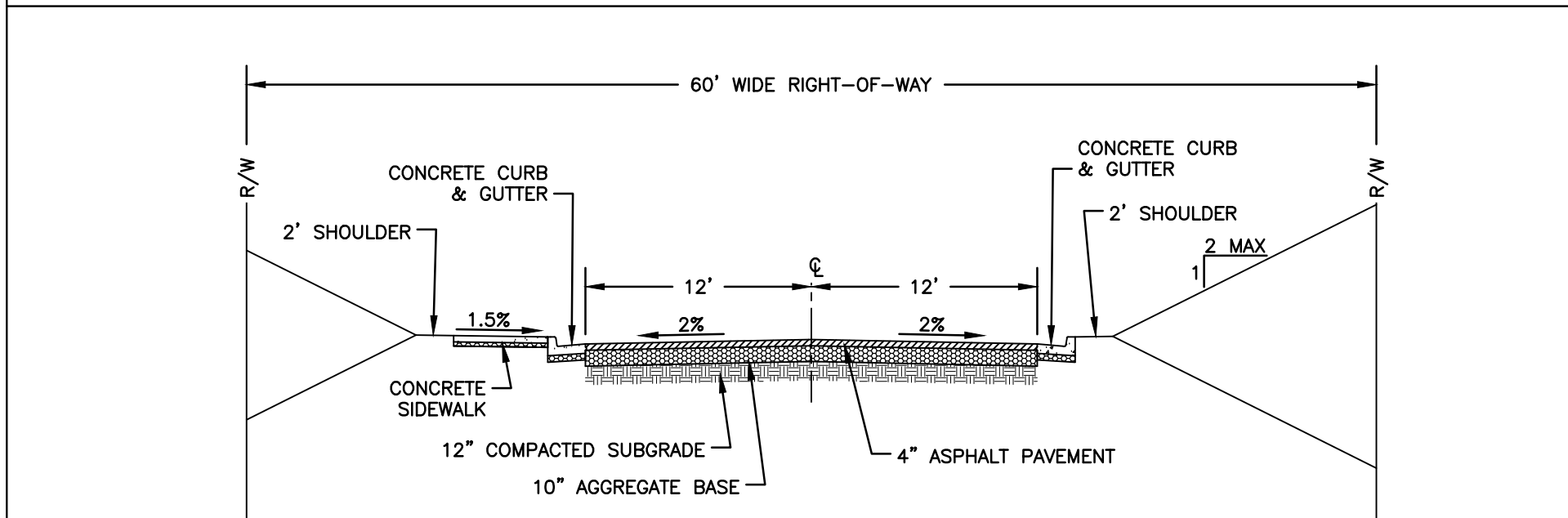
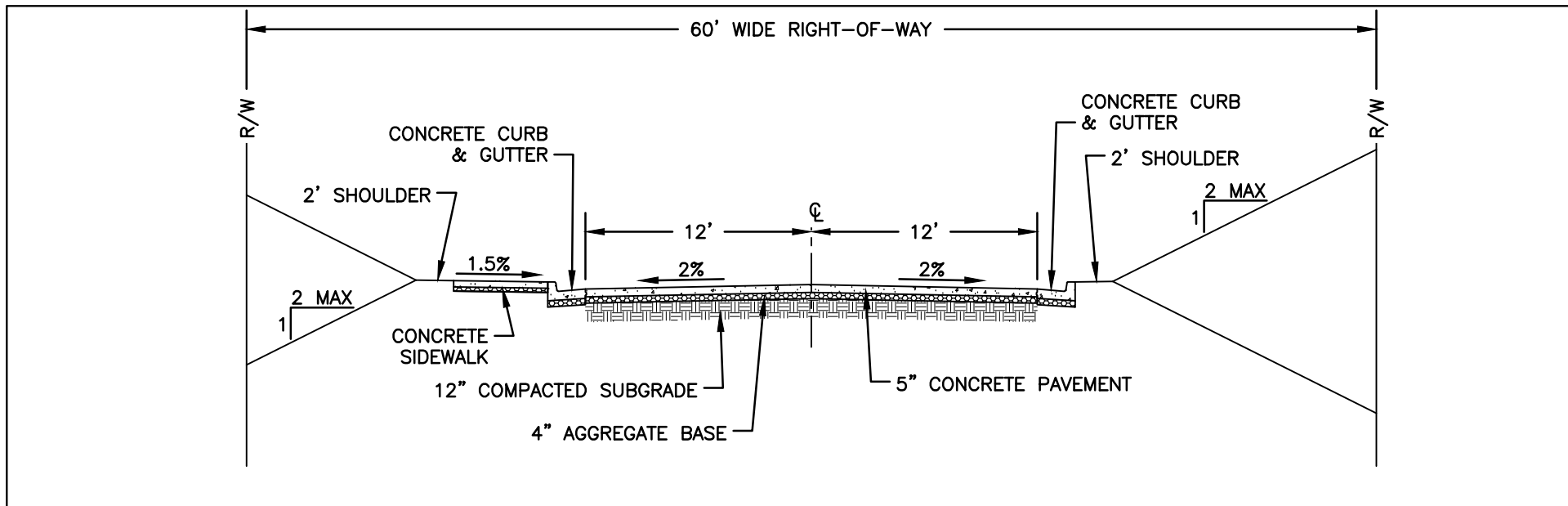
Date Revised: APRIL 2021	CITY OF OSAGE BEACH TYPICAL DETAIL ARTERIAL STREET 10,000 TO 50,000 ADT	Design Guideline: SECTION 5
By: EAH		ROADS, STREETS AND PARKING AREAS
Checked By: ---		Drawing No.: V-1



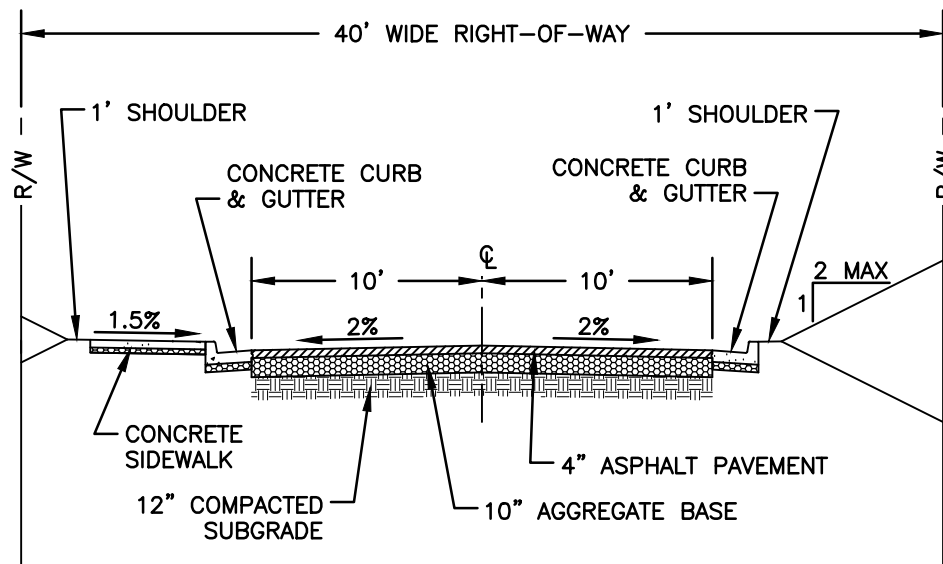
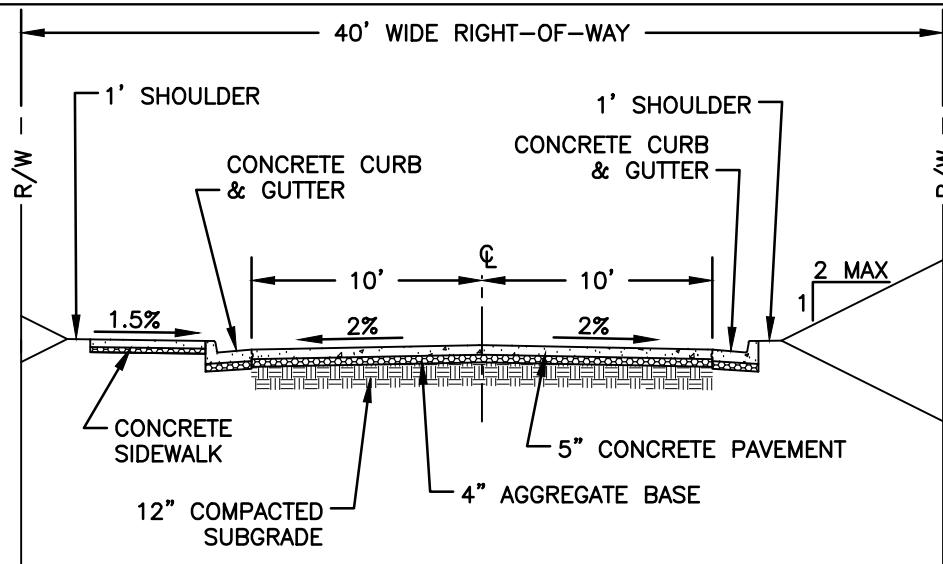
Date Revised: APRIL 2021	CITY OF OSAGE BEACH TYPICAL DETAIL ARTERIAL STREET 5,000 TO 10,000 ADT	Design Guideline: SECTION 5
By: EAH		ROADS, STREETS AND PARKING AREAS
Checked By: ---		Drawing No.: V-2



Date Revised: APRIL 2021	CITY OF OSAGE BEACH TYPICAL DETAIL COLLECTOR STREET	Design Guideline: SECTION 5
By: EAH		ROADS, STREETS AND PARKING AREAS
Checked By: ---		Drawing No.: V-3



Date Revised: APRIL 2021	CITY OF OSAGE BEACH TYPICAL DETAIL LOCAL STREET OVER 1,500 ADT	Design Guideline: SECTION 5
By: EAH		ROADS, STREETS AND PARKING AREAS
Checked By: ---		Drawing No.: V-4



Date Revised:
APRIL 2021

By:
EAH

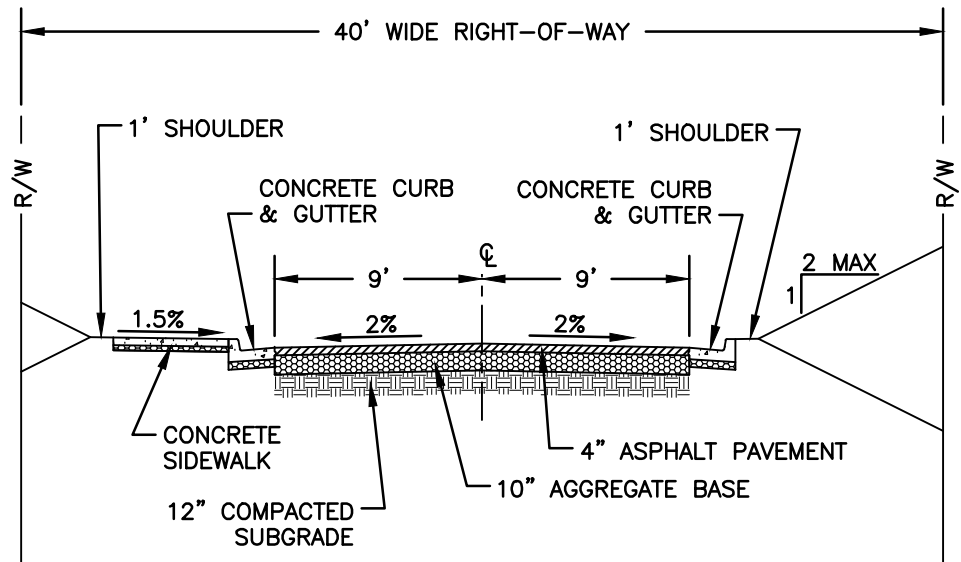
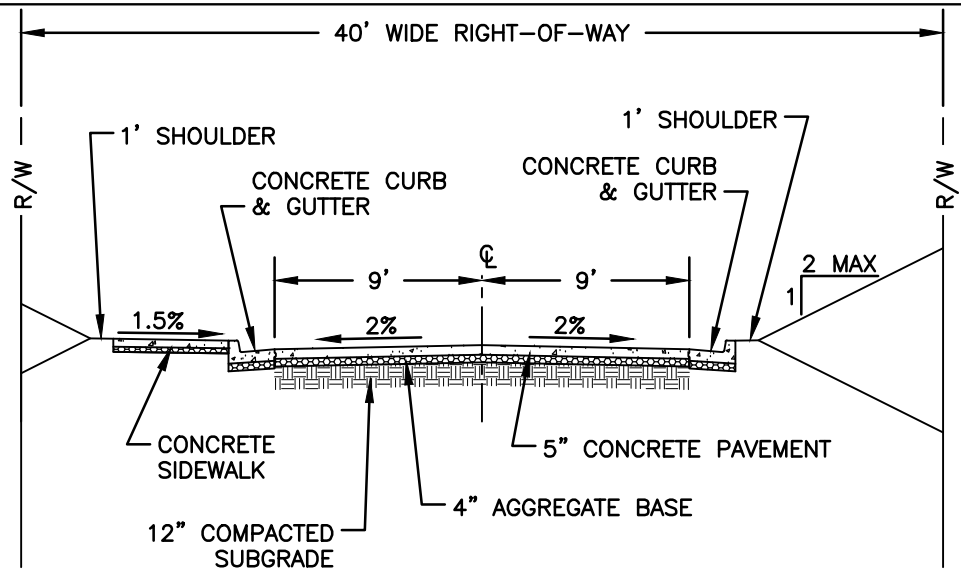
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CITY OF OSAGE BEACH
TYPICAL DETAIL
LOCAL STREET 400 TO 1,500 ADT

Design Guideline:
SECTION 5

ROADS, STREETS AND
PARKING AREAS

Drawing No.:
V-5



Date Revised:
APRIL 2021

By:
EAH

Checked By:

CITY OF OSAGE BEACH
TYPICAL DETAIL
LOCAL STREET LESS THAN 400 ADT

Design Guideline:
SECTION 5
ROADS, STREETS AND
PARKING AREAS
Drawing No.:
V-6

Design Guidelines
City of Osage Beach
SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

(Revised October 2023)

OVERVIEW

This guideline pertains to all encroachments into the City of Osage Beach street right-of-ways, street easements and utility easements including: intersections with new roadways to be dedicated to the city, private roadways or parking areas, driveways, trenches for underground utilities such as water or sewer lines and any other underground utility, aerial utility lines, and roadway appurtenances.

PERMITS

- A. A City of Osage Beach Road Cut and Utility Trench Permit is required prior to any encroachments into or over city right-of-ways or easements.
- B. A City of Osage Beach Excavation Permit is required for any excavation of more than 50 cubic yards and/or cut or fill which change existing elevations by more than two feet.

GENERAL

- A. Timely notice of work is required:
 - 1. The applicant shall notify the city Building Official not less than twenty-four (24) hours in advance of any work in the city right-of-way or easements.
 - 2. Additional notice shall be given to the City Building Official by telephone (573-302-2030) four (4) hours prior to actual excavation so that a City Inspector can be dispatched to carry out the required inspection.
 - 3. As a general rule inspections will not be made on weekends or official city holidays. In the case of an emergency good judgment shall rule.
- B. Timely completion of the work is required:
 - 1. Disruption of public access or use shall be minimized to the maximum extent practicable.
 - 2. Work within the city right-of-way or easement shall be done on a continuous basis, i.e.: once work is started it shall be continuous during normal work hours on a continual basis until completed.
 - 3. Leaving open trenches or other excavations for more than forty-eight (48) hours is prohibited.
- C. Traffic control, signs, and barricades:
 - 1. All open trenches or excavations within street right-of-ways or easements shall be provided with appropriate warning signs and barricades.

SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

2. If street traffic is interfered with appropriate flagman shall be provided.
3. All traffic control activities and devices shall conform to the U. S. Department of Transportation Manual of Uniform Control Devices.
4. If the excavated trench is to remain open or surface repairs to the street not completed prior to darkness appropriate warning lights shall be provided.
5. The applicant shall maintain all traffic control devices for the duration of the work.
6. At least one traffic lane shall be maintained in usable condition at all times.
7. All trenches within the traveled way shall be closed during nighttime hours.
8. No work will be permitted within the city right-of-way or easements over weekends or holiday periods.

INTERSECTIONS, PARKING AREAS, AND DRIVEWAYS

- A. Prior to construction for all proposed intersections with new streets, parking areas and driveways the applicant shall:
 1. Obtain an encroachment permit.
 2. Submit a drawing showing horizontal and vertical alignment of the intersecting facility and all storm drainage facilities.
- B. Intersecting streets and parking areas shall conform to the City of Osage Beach Design Standards for width, alignment, and grade.
 1. Intersecting streets and parking areas shall have curb and gutters.
 2. Streets, parking areas and driveways shall intersect perpendicular to the city street to the maximum extent practicable.
- C. Minimum width for driveway entrances to commercial properties shall be twelve (12) feet for a one-way entrance and twenty-four (24) feet for two-way entrances. Minimum radius for flares shall be fifteen (15) feet.
- D. Driveways for private residences shall be a minimum of ten (10) feet of driving surface exclusive of flares. Minimum radius for flares shall be ten (10) feet.
- E. All entrances into city streets shall be designed and constructed to accommodate storm drainage run-off.
 1. Appropriate catch drains shall be provided to accommodate run-off from or into driveways.
 2. Where roadway ditches exist on the city street appropriate culverts, swales, or slotted drains shall be provided.

Design Guidelines
City of Osage Beach
SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

UTILITY TRENCHES

A. Utility trenches traversing under a city roadway.

1. Saw cut all pavement surfaces.
2. All utility lines, except storm sewer, across city right-of-ways shall be incased in Schedule 40 or SDR 21 PVC sleeve.
3. The sleeve shall be not less two inches in inside diameter larger than the maximum outside diameter of the widest dimension of the utility duct or pipe to be run through the sleeve.
4. The minimum depth of cover of the sleeve shall be:
 - a. In accordance with Section 2 - Water Systems for waterlines
 - b. In accordance with Section 3 - Sewerage Design for sanitary sewer
 - c. In accordance with Section 4 - Storm Drainage for storm sewer
 - d. 36 inches below finished pavement grade for all others or as described in this Section.
- ~~5. The maximum depth of cover shall be in accordance with the appropriate section for the utility. The maximum depth of cover for all water and sewer lines shall be eight (8) feet unless specifically authorized in writing by the City Engineer.~~
 - ~~a. In accordance with Section 2 - Water Systems for waterlines~~
 - ~~b. In accordance with Section 3 - Sewerage Design for sanitary sewer~~
6. Select Backfill shall be installed:
 - a. From six inches below the utility to eighteen inches below the finished pavement grade for water, pressure sewer and primary power lines.
 - b. From four inches below the utility to 9 inches below the finished pavement grade for storm sewer and secondary power lines.

Select backfill shall be 95% of maximum density ~~nominal ½ inch minus~~ crushed rock conforming to MoDOT ~~Type V aggregate, Section 1007. 1004, Grade D, Chat, pea gravel or Osage River Sand. Any material used shall have a PI of six or less.~~ Trench backfill material shall not contain any material with a nominal particle size greater than six (6) inches.

7. Concrete Backfill:
 - a. Shall be installed from three inches below finished pavement grade to the top of the Select Backfill.
 - b. The top six inches of the concrete backfill shall be extended not less than twelve inches on each side of the utility trench.
 - c. Shall conform to MDOT Section 501, Concrete.

Design Guidelines
City of Osage Beach
SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

- 1) Concrete shall be Class A-1
- 2) Course aggregate shall be Gradation B
- 3) Fine aggregate shall be Class A
- 4) Cement shall be either Type I or III.
- 5) An accelerator may be used in conformance with MoDOT Section 1054.5.

8. Asphalt Pavement

- a. Shall be installed from the surface to three (3) inches below finished grade.
- b. Asphalt pavement shall conform to MoDOT Section 403; Type 1B
- c. Asphalt cement shall be AC-30
- d. Concrete backfill as specified above maybe utilized in lieu of asphalt pavement with prior permission of the City Engineer.
- e. Finish Tolerance the surface of the finished roadcut shall not exceed ¼ inch below a ten (10) foot straight edge as measured below the straight edge.

B. Utility trenches paralleling under a city roadway or parking area.

1. Saw cut all pavement surfaces.
2. The minimum depth of cover shall be:
 - a. In accordance with Section 2 - Water Systems for waterlines
 - b. In accordance with Section 3 - Sewerage Design for sanitary sewer
 - c. In accordance with Section 4 - Storm Drainage for storm sewer
 - d. 24 inches below finished pavement grade for all others or as described in this Section.
3. Select Backfill shall be installed:
 - a. From six inches below the utility to three (3) inches below the finished pavement grade.
 - b. Select backfill shall be 95% of maximum density ~~nominal 1½ inch minus~~ crushed rock conforming to MoDOT Type V aggregate, Section ~~1007. 1004, Grade D, Chat, pea gravel or Osage River Sand. Any material used shall have a PI of six or less.~~ Trench backfill material shall not contain any material with a nominal particle size greater than six (6) inches.
 - c. Select backfill shall be placed in maximum 8-inch lifts and mechanically compacted to a compaction of 95% SPT.
4. Asphalt Pavement
 - a. Shall be installed from the surface to three (3) inches below finished grade.

SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

- b. Asphalt pavement shall conform to MoDOT Section 403; Type 1B
- c. Asphalt cement shall be AC-30
- d. Concrete backfill as specified above maybe utilized in lieu of asphalt pavement with prior permission of the City Engineer.
- e. Finish Tolerance the surface of the finished roadcut shall not exceed ¼ inch below a ten (10) foot straight edge as measured below the straight edge.

C. Utility trenches out of traffic area

- 1. The minimum depth of cover shall be:
 - a. In accordance with Section 2 - Water Systems for waterlines
 - b. In accordance with Section 3 - Sewerage Design for sanitary sewer
 - c. In accordance with Section 4 - Storm Drainage for storm sewer
 - d. 24 inches below finished pavement grade for all others or as described in this Section.
- 3. Select Backfill shall be installed:
 - a. In accordance with Section 2 - Water Systems for waterlines
 - b. In accordance with Section 3 - Sewerage Design for sanitary sewer
 - c. In accordance with Section 4 - Storm Drainage for storm sewer
 - d. 6 inches below the utility line to 12 inches above the utility line for all others.
- 4. Backfill shall be granular material or select soil excavated from the trench, free of rocks over ~~1/2~~ 6 inch in least dimension, foreign material or frozen earth.
 - a. Backfill shall be compacted to 95% of optimum density at optimum moisture content.
 - b. The surface shall be graded to smooth flowing lines blending into surrounding slopes.
- 5. Restore disturbed surface area to pre-construction condition (seed & mulch, decorative rock, etc.).

~~D. Utility trenches more than 150 feet in length shall have an impervious clay or bentonite plug constructed at each terminus or intersection with other trenches to prevent water from following the trench line and creating drainage problems.~~

E. Underground Primary Power Trenches. All electrical power of 480 volts AC or more is considered “primary power”.

- 1. See Ameren Missouri Specifications for requirements.
- 2. Where underground primary power crosses city utilities, the primary power shall be a minimum of one-foot below.

SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

3. Where primary power line parallels a city utility line it shall be separated by a minimum of four feet.
- F. Underground Secondary Power Trenches, all electrical power less than 480 volts.
1. See Ameren Missouri Specifications for requirements. Where secondary power will be owned by the City, the following shall apply:
 - a. Secondary power trenches shall be a minimum of twenty-four (24) inches of cover in depth.
 - b. An approved warning tape shall be installed twelve inches above the duct.
 - c. Underground secondary power ducts can be co-located with water or sewer lines if they are placed not less than one foot to the side and at or below the elevation of the water or sewer line.
 - d. Where secondary power crosses water or sewer lines, the power shall be in conduit and shall be a minimum of one-foot below water or sewer lines.

ROAD BORES

In all location where the utility is to be installed under a paved area that has been constructed within the previous five (5) years, as determined by the city engineer, a road bore shall be constructed. The minimum depth of the bore shall be thirty-six (36) inches. All bores shall be sleeved as specified above.

AERIAL UTILITIES

- A. Minimum vertical clearance for aerial utilities shall be a minimum of eighteen feet (18 ft. 0 in.) at the lowest point of crossing above the finished pavement grade of any city street.
- B. Utility poles shall not be located less than three (3) feet from the edge of pavement on city streets or parking areas.

ROADWAY APPURTENANCES

- A. Traffic control signs shall be installed in accordance with US Department of Transportation and Federal Highway Administrations Uniform Manual of Traffic Control Devices.
- B. Other signs.
 1. A City of Osage Beach Sign Permit is required for all signs within city right-of-ways or easements except traffic control signs.
- C. No sign shall be installed within three (3) feet of the edge of pavement.

Design Guidelines
City of Osage Beach
SECTION 6 – ROAD CUT, UTILITY TRENCH AND EXCAVATION PERMIT

D. Mailbox.

1. Mailboxes and/or newspaper boxes shall not be located within twelve (12) inches of the edge of pavement on city streets.
2. If the street has concrete curb and gutter the face of the mailbox shall not protrude into the roadway past the back of the curb.
3. Mail and newspaper boxes shall be removed within thirty days of cessation of delivery service. If the box is unused and not removed the city will remove it at the owner's expense.

E. Guard Rail or Crash Barrier

1. Shall only be installed at locations where a severe traffic safety hazard exists and only with the approval of the City Engineer.
2. Installation shall conform to MoDOT Specifications.

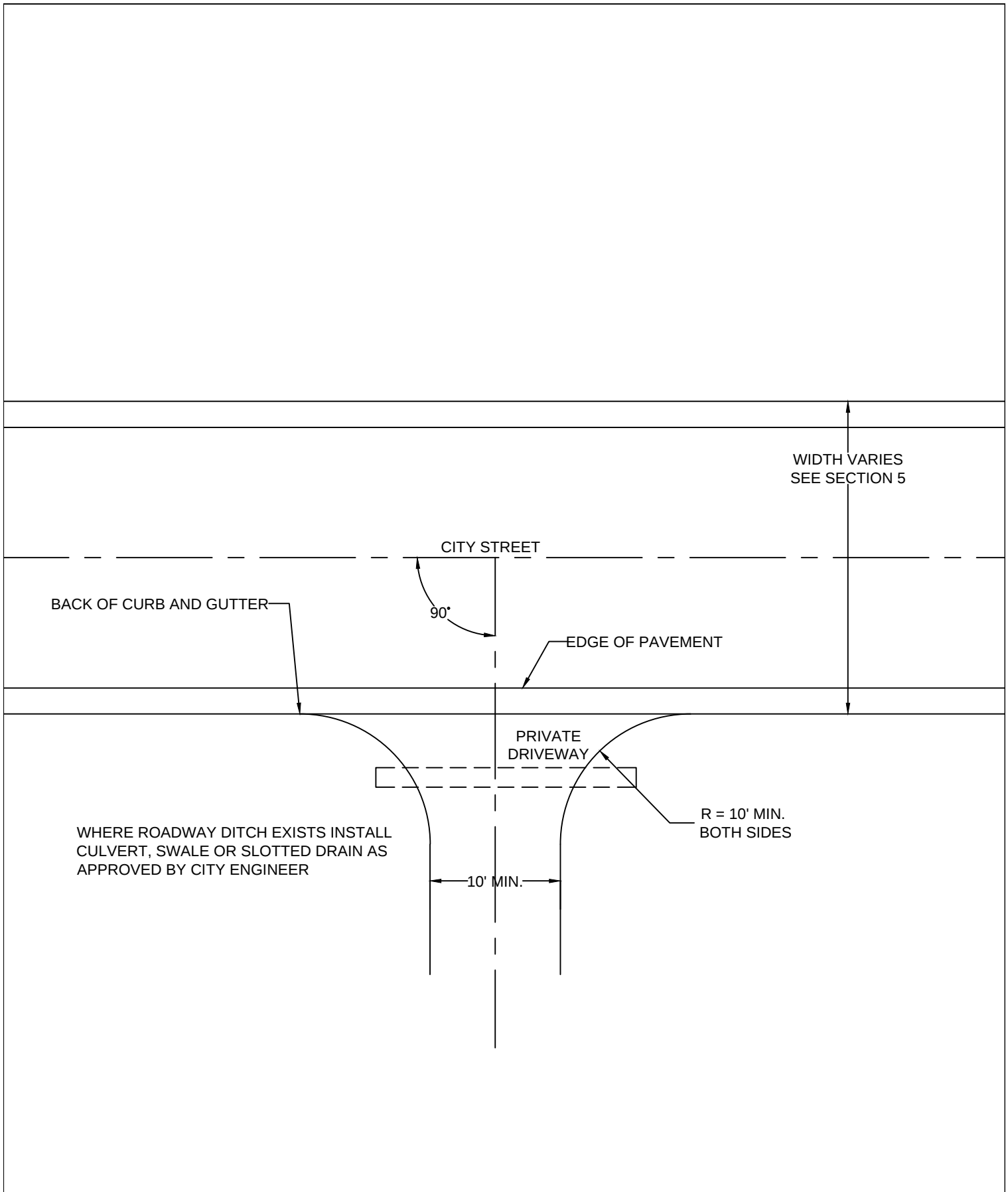
INSPECTIONS

During the progress of the work each utility line shall be inspected by the Engineering Department prior to trench backfill.

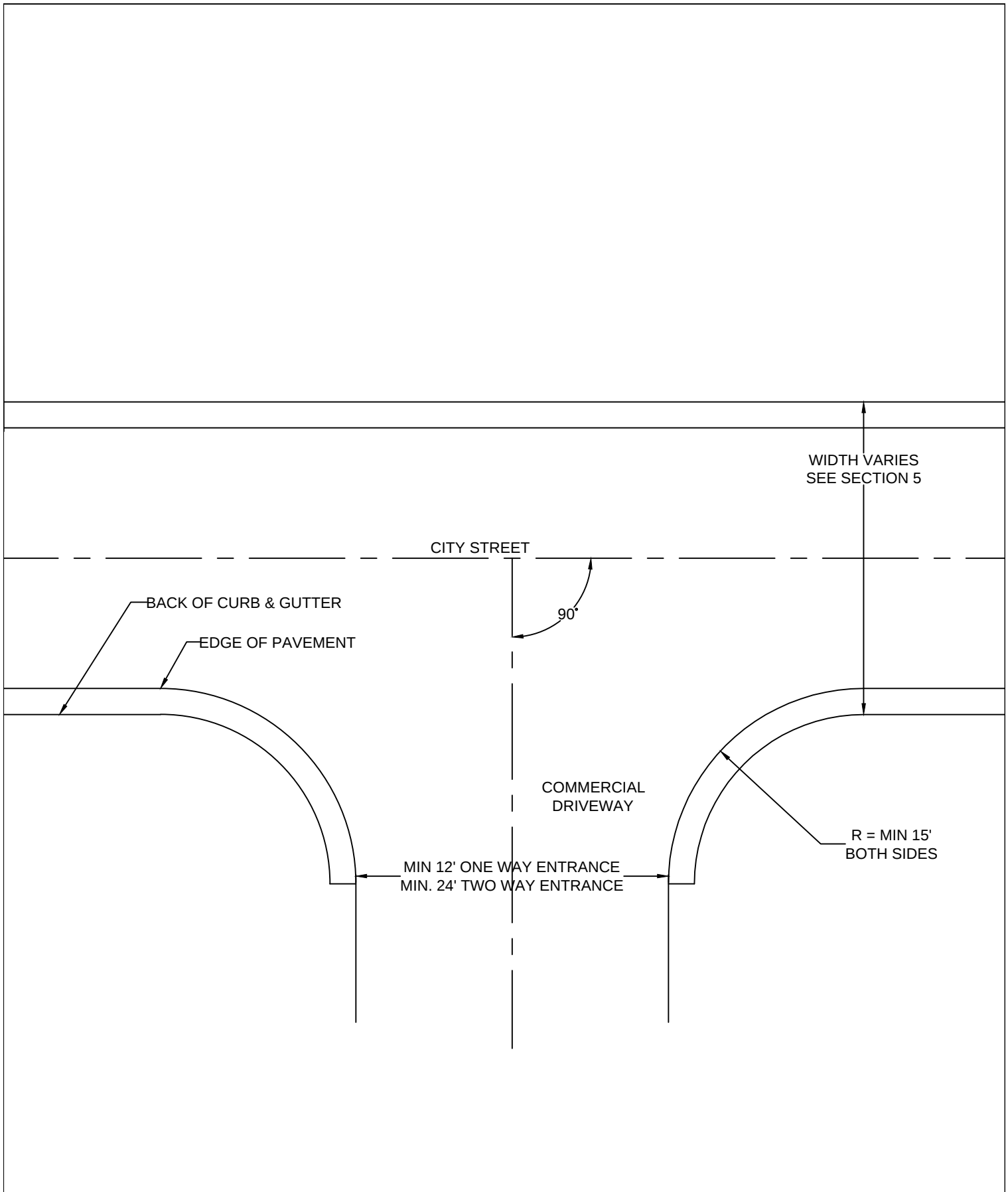
ROADCUT AND UTILITY TRENCH CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.

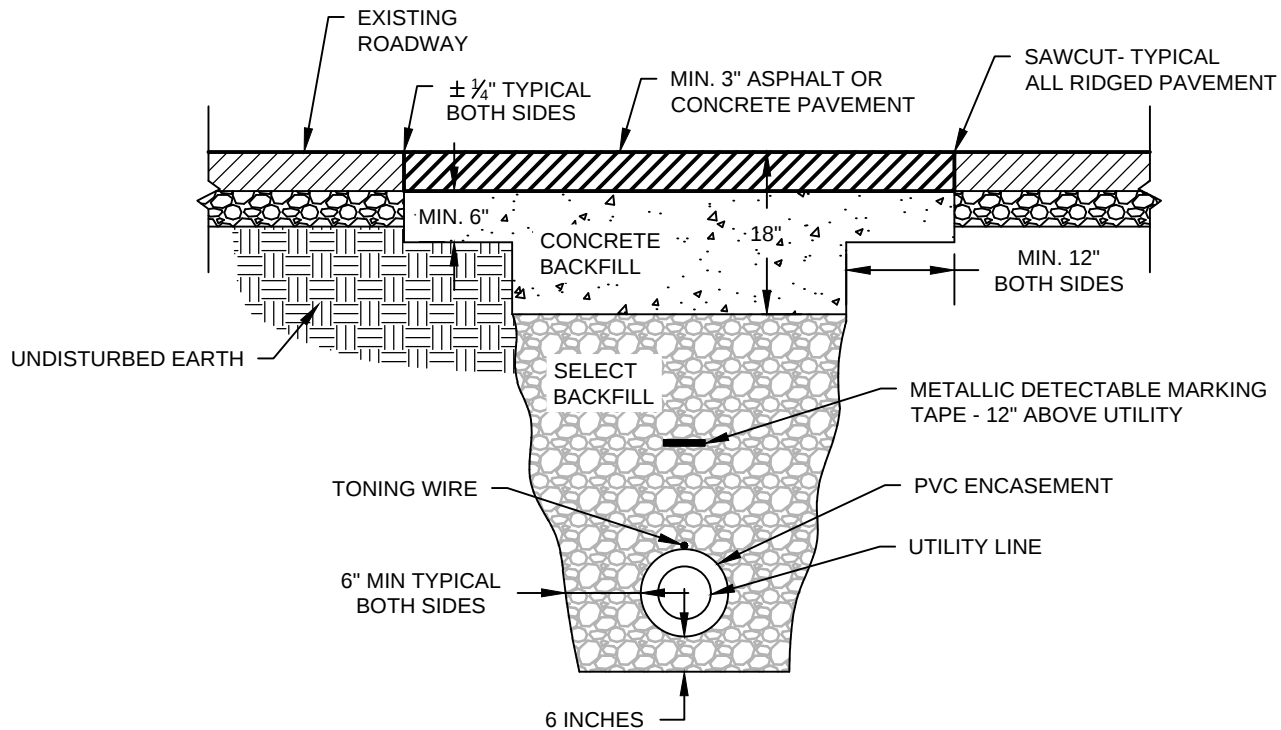
END



Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL PRIVATE RESIDENCE ENTRANCE INTERSECTING CITY STREET	Design Guideline: SECTION 6
By: JMY		ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Checked By: SLB		Drawing No.: VI-1

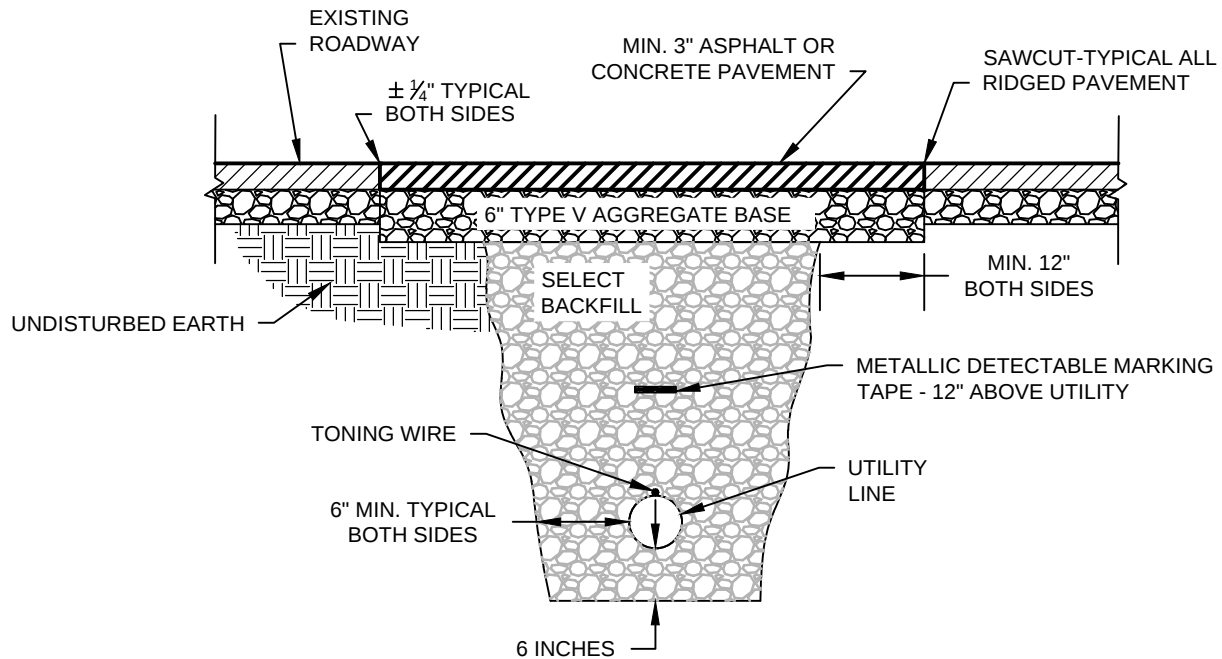


Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL COMMERCIAL ENTRANCE INTERSECTING CITY STREET	Design Guideline: SECTION 6
By: JMY		ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Checked By: SLB		Drawing No.: VI-2



NOTE: SAWCUT SHALL BE CONTINUOUS WITH SMOOTH, TAPERED TRANSITIONS IN WIDTH IN ORDER TO MAINTAIN A CONSISTENT PAVEMENT RESTORATION WIDTH.

Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL UTILITY TRENCH TRAVERSING A CITY ROADWAY	Design Guideline: SECTION 6
By: JMY		ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Checked By: SLB		Drawing No.: VI-3



NOTE: SAWCUT SHALL BE CONTINUOUS WITH SMOOTH, TAPERED TRANSITIONS IN WIDTH IN ORDER TO MAINTAIN A CONSISTENT PAVEMENT RESTORATION WIDTH.

Date Revised:
APRIL 2014

By:
JMY

Checked By:
SLB

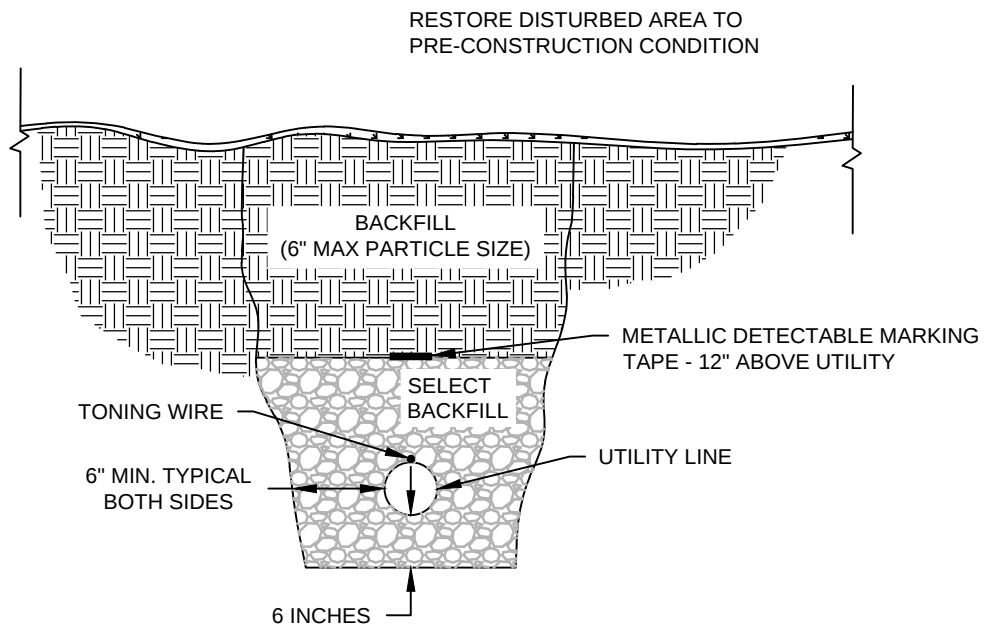
**CITY OF OSAGE BEACH
TYPICAL DETAIL
UTILITY TRENCH PARALLELING
CITY ROADWAY**

Design Guideline:
SECTION 6

ROAD CUTS, UTILITY
TRENCHES, AND EXCAVATION

Drawing No.:
VI-4

NOTE: THE MINIMUM DEPTH OF COVER VARIES
PER UTILITY. REFER TO INDIVIDUAL
SECTION FOR COVER REQUIREMENTS.



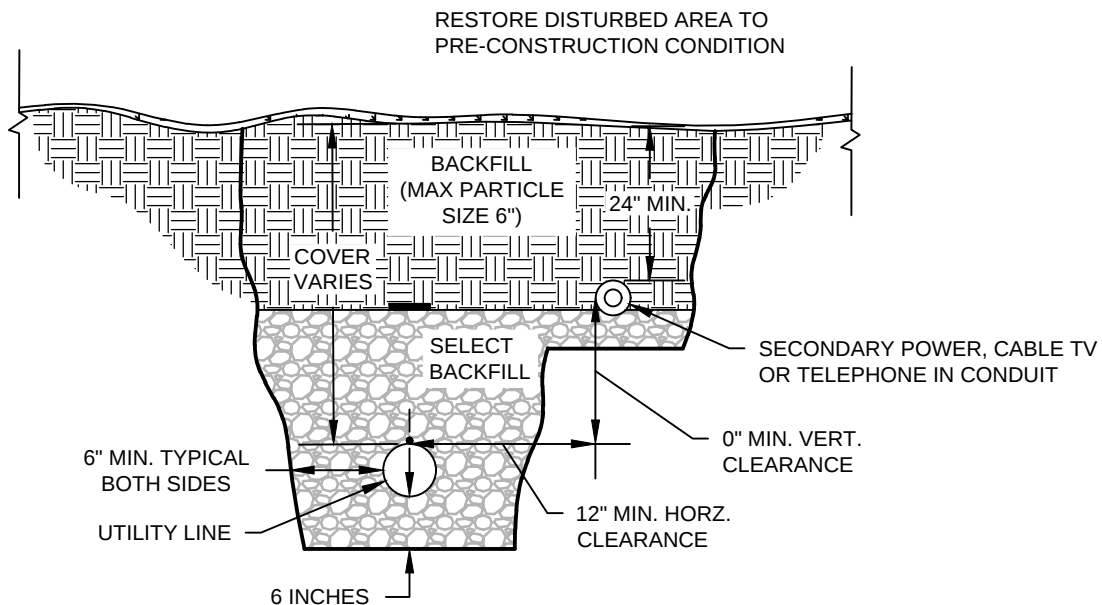
Date Revised:
APRIL 2014

By:
JMY

Checked By:
SLB

CITY OF OSAGE BEACH
TYPICAL DETAIL
UTILITY TRENCH OUT OF TRAFFIC AREA

Design Guideline:
SECTION 6
ROAD CUTS, UTILITY
TRENCHES, AND EXCAVATION
Drawing No.:
VI-5



- NOTES:
1. WARNING TAPE TO BE PLACED 12" ABOVE BOTH UTILITIES.
 2. TONING WIRE TO BE PLACED TAPED TO THE TOP OF THE WATER/SEWER UTILITY.
 3. DETAIL IS FOR OUT OF TRAFFIC AREAS. IF UTILITIES ARE LOCATED WITHIN THE CITY STREET BACKFILL SHALL BE AS DETAILED IN TRAVERSING OR PARALLELING CITY ROADWAY WHICH EVER MAY APPLY.

Date Revised:
APRIL 2014

By:
JMY

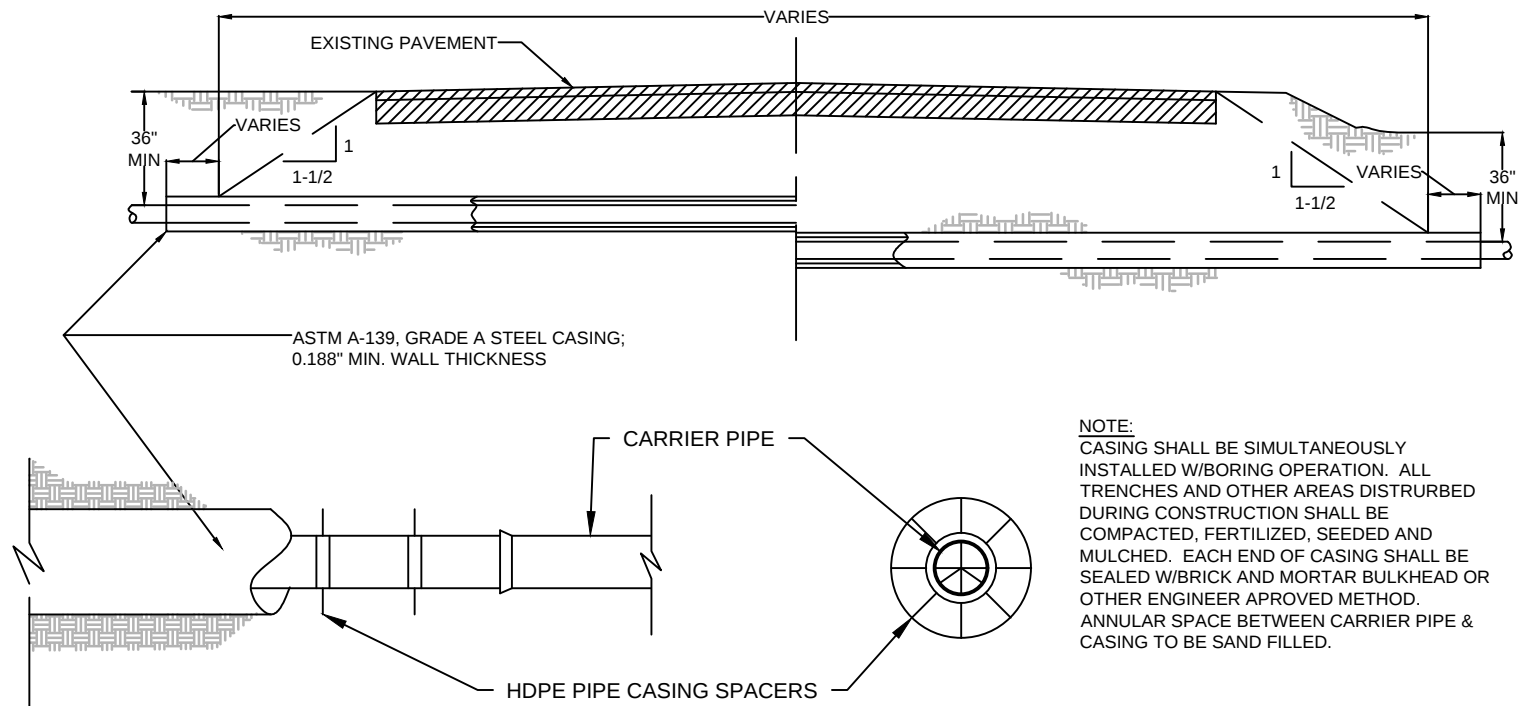
Checked By:
SLB

CITY OF OSAGE BEACH
TYPICAL DETAIL
WATER & SEWER IN SAME TRENCH AS
SECONDARY POWER

Design Guideline:
SECTION 6

ROAD CUTS, UTILITY
TRENCHES, AND EXCAVATION

Drawing No.:
VI-6



NOTE:
CASING SHALL BE SIMULTANEOUSLY
INSTALLED W/BORING OPERATION. ALL
TRENCHES AND OTHER AREAS DISTURBED
DURING CONSTRUCTION SHALL BE
COMPACTED, FERTILIZED, SEEDED AND
MULCHED. EACH END OF CASING SHALL BE
SEALED W/BRICK AND MORTAR BULKHEAD OR
OTHER ENGINEER APPROVED METHOD.
ANNULAR SPACE BETWEEN CARRIER PIPE &
CASING TO BE SAND FILLED.

CITY OF OSAGE BEACH
TYPICAL DETAIL
HIGHWAY CROSSING BORE/ENCASEMENT

Date Revised:
APRIL 2014

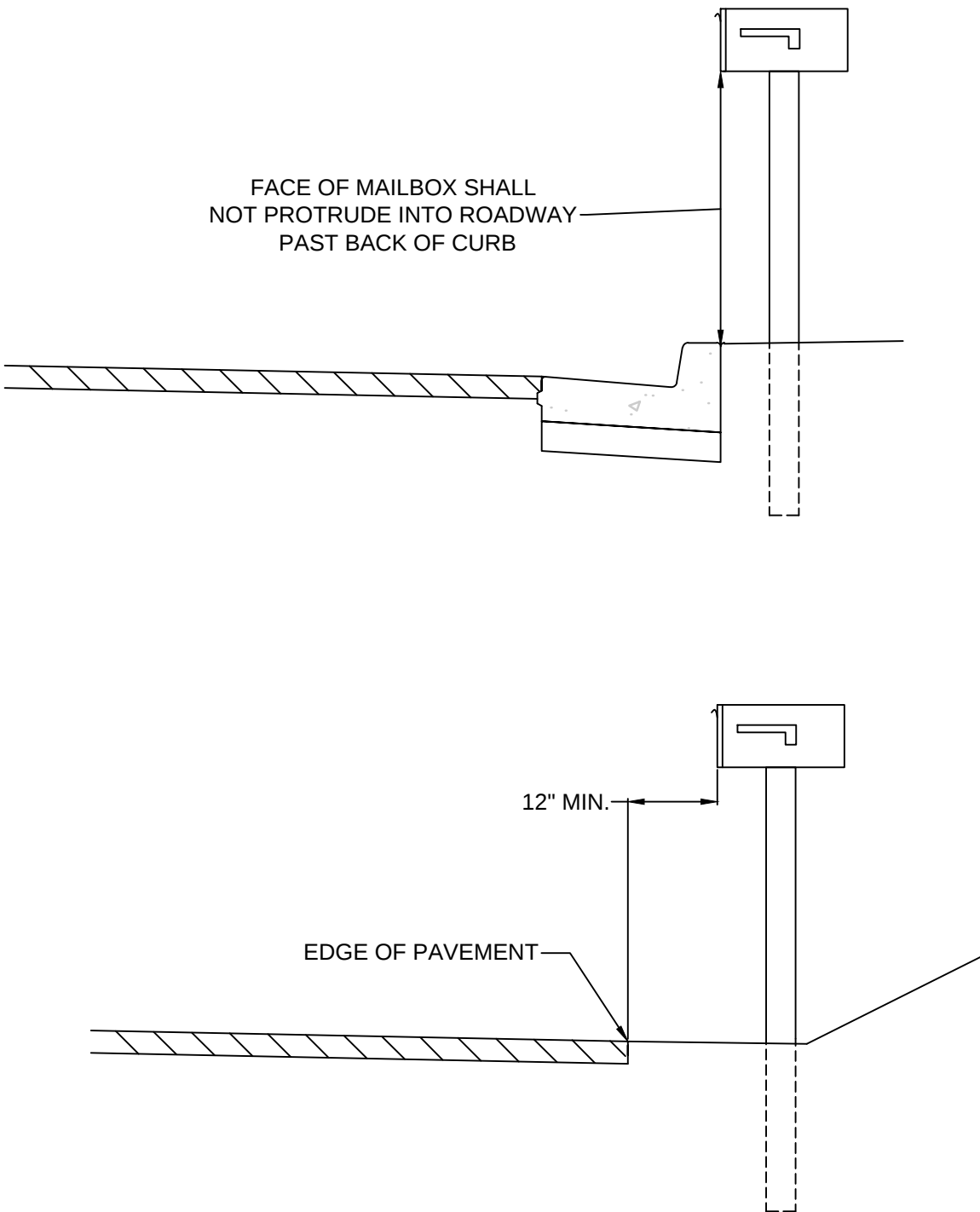
By:
JMY

Checked By:
SLB

Design Guideline:
SECTION 6

ROAD CUTS, UTILITY
TRENCHES, AND EXCAVATION

Drawing No:
VI-7



Date Revised:	APRIL 2014
By:	JMY
Checked By:	SLB

CITY OF OSAGE BEACH
TYPICAL DETAIL
MAILBOX LOCATION

Design Guideline:	SECTION 6
	ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Drawing No.:	VI-8

City of Osage Beach

Design Guideline Revision - Items Removed

Section 2 - Water

- Page 2 - System Water Data removed as it is included in the water master plan and not necessary for design information
- Page 4 - Section C. 3. Removed as the minimum allowable mains size was changed to 6-inch diameter per DNR requirements
- Page 8 - Section A. 2. Removed as the minimum allowable mains size was changed to 6-inch diameter per DNR requirements
- Page 8 - Section C. 2. Removed to prevent development from using pipes not intended for water service construction
- Page 9 - Section D. 2. a. 2) Removed as SDR 21 fittings are industry standard for fittings and pipe listed above
- Page 9 - Section D. 2. b. Removed to all proper connection to pipes being made and decided by designer
- Page 10 - Section E. 4. Removed to not allow check valves installed on the City's system
- Page 11 - Section D. 2. d. Removed due to the City no longer installing and maintain the pressure reducing valve, all pressure reducing valves are to be on the customer's side of the meter
- Page 11 - Section D. 3. e. Removed due to the City no longer installing and maintain the pressure reducing valve, all pressure reducing valves are to be on the customer's side of the meter
- Page 11 - Section D. 3. f. Removed as the back flow will be on the customer's side of the meter allowing them to choose the back flow assembly installed
- Page 14 - Section D. 1. a. Removed the pressure reducing valve being installed in the City's meter pit as it should be installed on the customer's side of the meter
- Page 14 - Section D. 2. a. Removed the pressure reducing valve being installed in the City's meter pit as it should be installed on the customer's side of the meter
- Detail II-6 - Removed the pressure reducing valve from the detail in the meter pit
- Detail II-9 - Removed as concrete thrust block is preferred by City Staff, restrained joint pipe is allowable, but not permitted in lieu of concrete thrust blocks

Section 3 - Sewer

- Page 1 - Overview Second Paragraph. Removed last line as this was updated per the City's new standard for providing station packages to developers
- Page 1 - Referenced City Ordinances. Chapter 410.130 removed as the heading has changed
- Page 2 - Average Daily Flow. Table removed and DNR is referenced
- Page 2 - Equivalent Population. Table removed and DNR is referenced
- Page 3 - Gravity Sewers Section 1. c. Removed to allow private sewer laterals to be any length and prevent the City from owning small sections of gravity sewer main prior the other gravity main or pump station

- Page 3 - Gravity Sewer Section 1. d. Removed allowance of ductile iron fittings as PVC fittings are industry standard for lateral pipe size and type
- Page 3 - Gravity Sewer Section 2. b. i. Removed ductile iron pipe having issues with sewer pipe failure
- Page 3 - Gravity Sewer Section 2. b. ii. Removed ductile iron pipe for gravity sewers being removed
- Page 3 - Gravity Sewer Section 2. b. v. Removed due to schedule 40 pipe not typically being used for the application
- Page 4 - Gravity Sewer Section 2. d. Removed to allow private sewer laterals to be any length and prevent the City from owning small sections of gravity sewer main prior the other gravity main or pump station
- Page 6 - Gravity Sewer Section 12. g. x. Table information for pipe size 4-removed and 6-inch removed as these pipe sizes will not be accepted into City inventory
- Page 6 - Pressure Sewer Section 2. b. Removed ductile iron due to issues with pipe degradation
- Page 7 - Pressure Sewers Section 9. Removed as check valves should not be installed on the system unless in a grinder station or valve vault, check valves are referenced in those sections
- Page 8 - Design of Grinder Pumps and Sewage Lift Stations. Removed as the City plans to provide grinder station packages and an alternate pump will not be an option
- Page 10 - Additional Limitations or Specifications for Grinder Pumps Section 3. Removed per DNR all commercial development should have duplex station with two pumps
- Page 10 - Additional Limitations or Specifications for Grinder Pumps Section 7. Removed so all stations have stainless steel discharge piping and uniformity across the City
- Page 10 - Additional Limitations or Specifications for Grinder Pumps Section 8. Removed per City Staff request only check valves will be installed in the grinder station and an isolation valve at the connection point to the City's system
- Page 11 - Grinder Station Electrical Panel Section 1. Removed Electric Control Company to allow for different ABS panel suppliers to provide panels if ECC is not capable
- Page 12 - Required Inspections, Testing, and Start Up Procedures Section 6. Removed to allow for the building occupancy permit to be issued, however a non-conforming station would not be accepted into City inventory
- Page 13 - Requirements for Authorized Private Sewage Disposal Systems Section 1. Removed due to Department of Health Regulations changing and sections no longer relevant or other sections are relevant

Section 5 - Roads, Streets and parking areas

- Page 3 - Residential Parking and commercial Parking Areas Section B. 1. c. Removed requirement for reinforcement bars in concrete as bars called out are non-standard and allow developer to decide parking lot paving section

Section 6 - Road Cut, Utility Trench and Excavation Permit

- Page 3 - Utility Trenchs Section A. 5. Removed max depth cover and referred to the section which utility the cover relates
- Page 5 - Utility Trenches Section D. Removed as use of 1-inch minus base rock prevents water from following the trench pipe
- Detail VI-6 - Removed as use of 1-inch minus base rock prevents water from following the trench pipe
- Detail VI-8 - Removed per DNR concrete encasement is not an acceptable protection for pipe

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-47 - An ordinance of the City of Osage Beach, Missouri, amending section 705.250 Meter Installation and Maintenance, section 705.310 Water Fee, and section 710.190 Connection Costs and Liabilities of the Osage Beach City Ordinances to match changes made to the Osage Beach Design Guidelines. *First Reading*

Requested Action:

First Reading of Bill #24-47

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This ordinance changes clean up the language, allowing the City to sell meter setters to contractors and add the same types of language on the sewer side for residential grinder stations.

City Attorney Comments:

Per City Code 110.230, Bill 24-47 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING 705.250 METER INSTALLATION AND MAINTENANCE, SECTION 705.130 WATER FEE AND SECTION 710.190 CONNECTION COSTS AND LIABILITIES OF THE OSAGE BEACH CITY ORDINANCES TO MATCH THE CHANGES MADE TO THE OSAGE BEACH DESIGN GUIDELINES

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 705, specifically Section 705.250 Meter Installation and Maintenance are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 705.250 Meter Installation and Maintenance.

- A. The City shall determine the location of the meter to be installed. The location of the meter must be in a location that is acceptable, convenient, and as close as possible to the customer's property line.
- B. The City will provide and install the water meter.
- C. The costs and expenses to provide an acceptable tap on the City's water main shall be borne by the applicant. A meter fee shall be paid by the applicant for each water connection and includes the cost of ~~materials~~, the meter ~~and meter setting~~, and labor provided by the City. The applicant shall perform all work, including excavation, backfill, restoration, and installation of the building service line.
- D. Unless otherwise determined by the City, each premises shall be supplied through a separate meter or, if necessary and at the option of the Building Official, through a separate battery of meters. Where a battery of meters is installed, the registration of such meters shall be combined for billing purposes and shall be subject to a minimum charge equal to the sum of the minimum charged for the meters comprising the battery setting. Where, however, a premises is supplied through more than one (1) service, unless otherwise provided for in contracts entered into therefor, the registration of the meter installed on each such service shall be billed separately, subject to the minimum charge for each meter.
- E. The customer shall promptly notify the City of any defect in or damage to the meter or its connection.

Section 2. That the Code of Ordinances of the City of Osage Beach, in Chapter 705, specifically Section 705.310 Water Fees are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 705.310 **Water Fees.**

- A. Meter fees shall be paid by the applicant for each water connection.
- B. The fee includes cost of ~~the meter materials and~~ labor provided by the City ~~which includes the meter and meter setting~~. The applicant shall perform all work, including excavation, backfill, restoration, and installation of the building service line.
- C. Meter fees are based on the actual cost of the meter.

Section 3. That the Code of Ordinances of the City of Osage Beach, in Chapter 710, specifically Section 710.190 Connection Costs and Liabilities are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 710.190 **Connection Costs and Liabilities.**

- A.** The costs and expense incidental to the building sewer installation and connection to the City's wastewater facilities shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.47 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. 24.47.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to the purchase of a new Freightliner 108SD Plus tandem axle dump truck, salt spreader, plow, and accessories from Premier Truck Group for a price not to exceed \$219,035, disapproving and replacing all previously approved motions for said budgeted item.

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: 20-00-774265 Vehicle(s)

FY2024 Budgeted Amount: \$399,586

FY2024 Expenditures to Date (06/24/24): (\$149,452)

FY2024 Available: \$250,134

FY2024 Requested Amount: \$219,035

Department Comments and Recommendation:

The City is purchasing this new Freightliner dump truck set up from Premier Truck Group. The special road district uses Premier Truck, and they have been very pleased with their service. We also use Premier Truck to service our HydroVac and have received exceptional service. The 108SD is not on the state bid, but has been discounted down to state bid pricing in lieu of the 114SD. Premier Truck has followed these same steps with the special road district in the absence of a cooperative bid on the 108SD. All the Henderson products for the truck are Sourcewell. This dump was

budgeted under International Dump Truck (1) (F2023 Carryover) within Vehicle(s) and is a replacement for a 2013 International dump truck. We will likely receive a 4th quarter build slot and the truck may be delivered by the end of the year. This budgeted dump truck will cost the city \$219,035.00.

Back in 2023, the board approved the purchase of an international dump truck from Rush Truck Center for an amount of \$240,762.23. At the November 2nd meeting in 2023, the Board approved a price increase of \$250,133.81 for the same truck. However, Rush was unable to deliver and we will not be receiving the vehicle. This new Freightliner dump truck meets all the same requirements as the International dump that was already approved, but comes in significantly lower at \$219,035.

City Attorney Comments:

Not Applicable

City Administrator Comments:

This is a budgeted item, carried over from FY2023. If approved, it will supersede any previous approvals for said budgeted item. I concur with the department's recommendation.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 1
Quote #183095
Rev #25

To: Premier Truck Group-Columbia
Attn: Mike Talleur
Quote Date: 6/6/2024
Valid Until: 8/5/2024

Quoted By: Zach Kean
Phone: 563-927-2828
Cell:
Fax: 563-927-2521
Email: zkean@hendersonproducts.com

Quoted:

CITY OF OSAGE BEACH Henderson Equipment Quote: 16'x44in Mark E Body,
12'x36in Reversible Plow, 15' V-box Spreader, Force America Hydraulics
with Install

Henderson Products is pleased to present the following quote. Please contact
us if you have any questions.

HPI Marke

COUNTRY/LANGUAGE: **USA/ENGLISH**
FAMILY: **MARK E, CLASSIC**
FLOOR LENGTH: **16' FLOOR LENGTH**
SIDE HEIGHT: **44" SIDE HEIGHT**
BODY MATERIAL(SIDES/HEADSHEET): **7GA 201SS SIDES/HEADSHEET**
SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**
TOP RAIL/RUB RAIL MATERIAL: **7GA 201SS TOP & RUB RAILS**
REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**
REAR BOLSTER MATERIAL: **7GA 201SS REAR BOLSTERS**
FRONT BOLSTER: **NO FRONT BOLSTERS**
FLOOR MATERIAL: **1/4" AR400 FLOOR**
HOIST TYPE: **PIN TO PIN HOIST, SA**
CYLINDER MODEL: **T-SERIES, PIN TO PIN, 1YR WTY**
HOOKLIFT A-FRAME: **NON-HOOKLIFT**
HOIST MOUNT TYPE: **STANDARD WIDTH CRADLE**
INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**
LONGSILLS: **8" I-BEAM LONGSILLS, FULL WELD**
BODY HINGE MAINTENANCE: **GREASELESS BUSHINGS**
TAILGATE STYLE: **BOLSTER ENCASED HIGH LIFT**
TAILGATE SHEET MATERIAL: **7GA 201SS TAILGATE SHEET**
TAILGATE LINER: **NO TAILGATE LINER**
COAL CHUTE: **NO COAL CHUTE**
TAILGATE BRACE: **1 HORIZONTAL TAILGATE BRACE**
TAILGATE LIFT STYLE/LOCATION: **FORMED LIFT LOOP, TOP BRACE**
TAILGATE RELEASE & CONTROL: **DOUBLE ACTING, SS BUSHING, TG RELEASE**
TAILGATE HINGE: **HD, 1-1/2" PIN, 1" PLT, W/BUSHING**
TAILGATE CHAINS: **SS TAILGATE CHAINS**
BOLSTER CHAIN HOOKS: **NO CHAIN HOOKS**
HORIZONTAL J-HOOKS: **HORIZONTAL J-HOOKS**
TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**
TAILGATE AIR VALVE: **UPFITTER SUPPLIED TAILGATE AIR VALVE**
LUBRICATION: **GREASELESS PINS, JAWS, & SHAFT**
CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON, 22"x86", NO TARP SHROUD**



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 2
Quote #183095
Rev #25

CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**
CABSHIELD INSTALLATION: **CABSHIELD SHIPS LOOSE**
CABSHIELD OFFSET: **OFFSET NOT APPLICABLE**
CABSHIELD LIGHTING: **CS LIGHTS, 1 EACH 45 DEGREE CORNER**
ASPHALT LIP: **NO ASPHALT LIP**
SIDE BOARDS: **NO SIDEBARDS**
SIDE LADDER LOCATION: **LADDER/GRBHND, CS REAR, INSTL**
SIDE LADDER TYPE: **LADDER, FOLD DOWN, 201SS**
BODY STEPS: **NO INTERIOR STEPS**
RUB RAIL LIGHTING: **NO RUB RAIL LIGHTING**
REAR BOLSTER MARKER LIGHTING: **2.5" RED REAR BLSTR LIGHT**
REAR FACING REAR BOLSTER LIGHT: **3 OBOURND LIGHT**
LIGHTING ADD ONS: **NO WELD-ON LIGHT BOX**
LIGHTING PACKAGE: **UPFITTER SUPPLIED LIGHT PACK**
PWS TANKS: **NO PREWET TANKS**
PREWET PREP: **NO PREWET BOX BRACKET**
WALK RAILS: **2" DRVR & CURB WALK RAIL**
TARP RAILS: **NO TARP RAILS**
VIBRATOR LOCATION: **NO VIBRATOR**
TGS INSTALLATION: **NO FACTORY INSTALLED TGS**
TGS INTEGRATION: **NO TGS SPILL SHIELDS**
TGS/ASPHALT LIP MOUNT HOLES: **NO MOUNT HOLES IN BOLSTER**
FINISH PREP: **WASH & PRIME MILD PARTS ONLY**
PAINT/FINISH: **NO FINISH**
NOTE 1:: **ADDITIONAL CUSTOM OPTION**
CUSTOM OFFERING: **NO LIGHT BOXES ON CABSHIELD HOLES ONLY FOR TARP**
NOTE 2:: **ADDITIONAL CUSTOM OPTION**
CUSTOM OFFERING 2: **NEEDS MO DOT HYDRAULIC CONNECTIONS IN DS RUBRAIL**
NOTE 3:: **ADDITIONAL CUSTOM OPTIONS**
CUSTOM OFFERING 3:: **Mid-point board brace - EA side**
NOTE 4: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 5: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 6: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 7: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 8: **NO ADDITIONAL CUSTOM OPTIONS**

FSH salt / sand spreader

Spreader Model: **FSH-II Salt/Sand Spreader**
Hopper length: **8'**
Hopper material: **GR50 - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-II 50" (4.5 CY) w/ formed chain shields standard**
Conveyor: **Pintle chain, 1/4" x 1 1/2" crossbars**
Gearcase: **50:1 ratio, 1.5" shaft, 8 tooth sprockets**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Spinner disk: **Standard disk with Stainless Vanes**
Install inverted vee: **No or N/A**
Trunnion latch for tailgate: **Trunnion latch, Mild Channel (loose "SL")**



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HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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Paint: **Highway orange paint**

Reversible snow plow

Plow Length: **12' length**
Moldboard Trip: **Full trip with 2 external compression springs**
Pushframe Type: **Full Width Push Frame with top mount cylinders, Std. Angle**
Moldboard Height: **36" height**
Moldboard Shield: **Integral shield**
Moldboard Sheet Material: **10 GA GR50 steel (standard)**
Hydraulic Cylinders: **3" x 1 1/2" x 10" reversing nitrided cylinders**
Paint: **Henderson Orange**
Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**
Custom Option Fields: **No Custom Options Required**

Installation Workup

Facility: **IDC-IA**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (161-250 miles)**
Chassis Make: **Freightliner**
Chassis Model Yr: **2024/25**
Useable CA/CT: **Approx 138-144in C/T Recommended for Standard Install**
Pump Location: **Transmission Mount Pump**
Transmission Type: **Automatic**
Transmission Model: **Allison Transmission**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**
Mount Type: **Cheek Plate Mount Kit (Select type below)**
Mount Kit Model (Req'd): **Quick HCH Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)**
Front Bumper: **Fabricated Channel Bumper (2pc design) (MFG Material)**

Front Plow Type: **Standard Henderson Plow**
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**
Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Tandem Axle**
Floor Length: **16ft Floor Length**
Hoist Type: **Pin to Pin Tele Hoist**
Cylinder Type: **Single Acting**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **IDC supplied Electric over air High Lift valve**
Pressure Protection Valve: **Direct to air tank valve (Int & Mack ONLY) HLTG**



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CUSTOMER QUOTE

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Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit

Step(s): **Supplied and install @ IDC (select from step options below)**

Step QTY: **2**

Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**

Step 1 Location: **Driver Side Rear, outside**

Step 2 Type: **SS Serrated 18" Step (For Flat Surface)**

Step 2 Location: **Passener side rear, outside**

Grab Handle(s): **(1) IDC supplied/installed grab handle (select type below)**

Grab Handle 1 Type: **SS 12" grab handle**

Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**

Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**

Ladder Install Style (Dump) 1: **Fold Down Side Ladder**

Ladder Install Loc 1 (Dump): **Passenger Side Rear**

Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Spec: **Rough Cut Oak Side Boards**

Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**

Tarp System: **Electric, Bullet Proof Arms, w/Wind Deflector, Hi-lift**

Tarp Material: **Black Vinyl (Asphalt rated)**

Tarp Length: **15.5' to 18' Body Length (BV,US)**

Body Spec Notes:

Spreader Type: **FSH**

FSH Drive Type: **Hydraulic**

FSH Mount Type: **Slip in Mount**

Slip in Tie Downs: **IDC supp'd Weld-On Winch kit, SS (w/3" x 72" straps)**

Trunnion Latch: **Install Fact Sup'd Trun Latch Bar, sales to order with unit**

FSH Spinner Configuration: **Standard Spinner install**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Swinging w/Logo**

Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**

Fenders: **Front Quarter Fenders, Poly (standard)**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **3/4" Plate, 50T, premier, (w/3LTC)**

Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**

Pintle Hook: **Premier 50 Ton w/air kit**

Glad Hands: **Glads, Fixed, strt, serv & emerg, w/ Dust Covers,Pr**

Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**

Trailer Plug (2): **7 Pin Trailer Plug, Round, Plastic**

Tool Box: **Qty 1 Toolbox (Select type below)**

Toolbox (1) Type: **18"x18"x24" SS Tbox,Polished, Mild Brkts**

Tool Box Location 1: **Passenger side**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**



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CUSTOMER QUOTE

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Inspection: **Walk-around meeting only**
Training: **Yes, Training Required**
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, Halogen, Trucklite All Chassis, (PAIR)**
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **Rear Spinner**
Cabshield Warning Light Qty: **Qty 2 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 2, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**
Back up alarm: **Backup Alarm, 102db**
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**
Brake controller: **Brake Controller, Voyager Brake Controller**
Backbone & Wire Standoffs: **14' Backbone (For TA)**
Electrical Install Opt 1: **ADD 1) 160351 SPREADER WORK LIGHT PLUG INTO REAR POST**
Electrical Install Opt 2: **ADD 1) 160352 PLUG**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **QT001-1359372-1**
Controls Type: **Cable Controls**
Cable Qty: **5 Functions**
PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, IDC Supplied**
Return Filter: **Provided with Hydraulics**
Quick Coupler Upgrade: **Standard Quick Couplers**
Hyd Options 1: **Install cable pull off valve for hoist - included with hyd**

Hydraulics Notes:



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CUSTOMER QUOTE

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Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion picked under plow**
Hitch, Truck Portion: **Quick hitch, manual tilt, 30.5"**
Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**
Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**
High Pressure QD System: **No High Pressure QD System**
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**
Custom Options: **No Custom Options Required**

Original package price: \$109,968.68
Single package total: \$107,922.00
Deposit amount required per: \$0.00
Package(s): 1
Total: \$107,922.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

The buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from any and all claims, actions, demands, penalties, legal proceedings, judgements, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs, and other expenses (including but not limited to reasonable attorney's fees) relating to, arising out of or resulting from (i) the buyer's, and/or the buyer's customers' use, misuse, or alteration of any Product, including without limitation, any third-party claims for personal injury or property damage resulting from the buyer's and/or the buyer's customers' negligence or willful misconduct; or (ii) the buyer's breach of these Terms of Sale.



Purchase Agreement and Acknowledgement

Ver 4/2023

Department: _____
Contract Date: _____
Deal Packet: _____
Branch: _____
Salesperson: _____

Stock#: ALLISON VIN:TANDEM L9	New 0 FREIGHTLINER 108SD PLUS	Price:	\$111,113.00
	DOC FEE		\$-400.00
	HENDERSON 16' BODY , PLOW , SPREADER		\$107,922.00
	Per Unit:		\$218,635.00
	Total Price		\$218,635.00
	Documentary Fee		\$400.00
	Total		\$219,035.00
	Net Total		\$219,035.00

CITY OF OSAGE BEACH SPEC IN LIEU OF MO DOT SPEC PER SOLICITATION # IFB605CO23002393

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **PRICING.** If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.

3. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. **CANCELLATION.** Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. **TRANSFER LIMITATION.** Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. **DELIVERY.** All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- **Matched tread drive tires must be:** ☐ **original tread only (no re-caps).** ☐ **Re-cap or original tread tires are acceptable.**
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be \$250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ The Purchaser will deliver the trade(s) to: _____

☐ The Dealer will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ Other delivery arrangements: _____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Prepared for:
ZACH WILBER
OSAGE BEACH CITY OF
5757 CHAPEL DRIVE
OSAGE BEACH, MO 65065
Phone: 5733022020

Prepared by:
Mike Talleur
PREMIER TRUCK GROUP OF
COLUMBIA
1660 JADE ROAD
COLUMBIA, MO 65201
Phone: 1-573-886-0429

A proposal for
OSAGE BEACH CITY OF

Prepared by
PREMIER TRUCK GROUP OF COLUMBIA
Mike Talleur

Jun 11, 2024

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.9.805
Data Version PRL-28D.046
TANDEM AX CUMMINS



06/11/2024 12:48 PM

Page 1 of 18

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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-28D (EFF:MY25 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 046		
Vehicle Configuration		
108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
2025 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)		
NONE		
CONSTRUCTION SERVICE		
CONSTRUCTION BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER SD VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		



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1660 JADE ROAD
COLUMBIA, MO 65201
Phone: 1-573-886-0429

Description	Weight Front	Weight Rear
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service		
END DUMP BODY HENDERSON		
Engine		
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM		
Electronic Parameters		
70 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN NON-POLISHED BATTERY BOX COVER POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	2	

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Description	Weight Front	Weight Rear
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
13 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOUT SHIELD(S)		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1115 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		



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Description	Weight Front	Weight Rear
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 169 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

2100 RPM PRIMARY MODE SHIFT SPEED

2100 RPM SECONDARY MODE SHIFT SPEED

2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY

FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE

NO TCU-PTO DRIVE INTERFACE

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS

QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS



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Description	Weight Front	Weight Rear
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CAST IRON OUTBOARD FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
18,000# TAPERLEAF FRONT SUSPENSION	200	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
CUMMINS-MERITOR MT-44-14X 44,000# R- SERIES TANDEM REAR AXLE		2,580

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Description	Weight Front	Weight Rear
4.88 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
REAR BRAKE DUST SHIELDS		10
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		
Rear Suspension		
HENDRICKSON RT403 @40,000# REAR SUSPENSION WITH RT46 BEAMS		1,130
HENDRICKSON RT/RTE - 7.19" SADDLE		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
52 INCH AXLE SPACING		
STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
FORE/AFT CONTROL RODS		



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Description	Weight Front	Weight Rear
Pusher / Tag Equipment		
NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System		
WABCO 4S/4M ABS WITH TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR BRAKE RESERVOIRS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections		
NO TRAILER AIR HOSE		
NO AIR HOSE HANGER		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame		
5325MM (210 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	340	-50
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	190	380
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
1450MM (57 INCH) REAR FRAME OVERHANG		

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Description	Weight Front	Weight Rear
FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	20	-70
24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.09 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.09 in		
CALC'D FRAME LENGTH - OVERALL : 331.89 in		
CALCULATED FRAME SPACE LH SIDE : 18.23 in		
CALCULATED FRAME SPACE RH SIDE : 89.97 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

14 INCH PAINTED STEEL BUMPER		
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		

Fifth Wheel

NO FIFTH WHEEL

Fuel Tanks

100 GALLON/378 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	55	10
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		



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	Description	Weight Front	Weight Rear
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES		160
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HD ALUMINUM FRONT WHEELS	-44	
	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	FRONT FENDERS SET-BACK AXLE		
	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
	LH AND RH GRAB HANDLES		
	STATIONARY BLACK GRILLE		
	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	TUNNEL/FIREWALL LINER		
	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		



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Description	Weight Front	Weight Rear
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
COMPOSITE EXTERIOR SUN VISOR	10	
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS		
1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

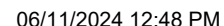
Cab Interior

RUGGED TRIM PACKAGE
 GRAY & CARBON VINYL INTERIOR "RUGGED"
 CARBON WITH PREMIUM GUNMETAL ACCENT
 (RUGGED)
 MOLDED PLASTIC DOOR PANEL
 MOLDED PLASTIC DOOR PANEL
 BLACK MATS WITH SINGLE INSULATION



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Application Version 11.9.805
Data Version PRL-28D.046
TANDEM AX CUMMINS



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Description	Weight Front	Weight Rear
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

ELECTRONIC ACCELERATOR CONTROL
 NO INSTRUMENT PANEL-DRIVER
 CONFIGURABLE LOWER PANEL WITH
 INTEGRATED UPPER STORAGE
 BRIGHT ARGENT FINISH GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND
 AUDIBLE ALARM
 DUAL NEEDLE PRIMARY AND SECONDARY AIR
 PRESSURE GAUGE
 INTAKE MOUNTED AIR RESTRICTION
 INDICATOR WITHOUT GRADUATIONS
 ELECTRONIC CRUISE CONTROL WITH
 CONTROLS ON STEERING WHEEL SPOKES
 KEY OPERATED IGNITION SWITCH AND
 INTEGRAL START POSITION; 4 POSITION
 OFF/RUN/START/ACCESSORY
 PREMIUM INSTRUMENT CLUSTER WITH 5.0
 INCH TFT COLOR DISPLAY
 DIGITAL PANEL LAMP DIMMER SWITCH IN
 DRIVER DISPLAY
 HEAVY DUTY ONBOARD DIAGNOSTICS
 INTERFACE CONNECTOR LOCATED BELOW LH
 DASH
 2 INCH ELECTRIC FUEL GAUGE
 NO PREWIRED HIGH POWER CIRCUIT
 QUICKFIT PROGRAMMABLE INTERFACE
 CONNECTOR(S) BETWEEN SEATS WITH
 BLUNTCUTS
 ELECTRICAL ENGINE COOLANT TEMPERATURE
 GAUGE
 ELECTRIC ENGINE OIL PRESSURE GAUGE
 DIGITAL TRANSMISSION OIL TEMPERATURE IN
 DRIVER DISPLAY
 ELECTRONIC OUTSIDE TEMPERATURE
 SENSOR DISPLAY IN DRIVER MESSAGE
 CENTER



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Description	Weight Front	Weight Rear
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
ELECTRONIC STABILITY CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
NO REVERSE PROXIMITY SENSOR		
NO OVERHEAD INSTRUMENT PANEL		
1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC), WITHOUT POWERTRAIN CONTROL FUNCTIONS		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
NO AM/FM RADIO ANTENNA		
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD	2	
SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		



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Description	Weight Front	Weight Rear
HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER NO HARDWIRE SWITCH #3 NO HARDWIRE SWITCH #4 PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN BW TRACTOR PROTECTION VALVE TRAILER HAND CONTROL BRAKE VALVE DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY NO WRG/SW-OPTL #2, CHAS, AIR		
Design		
PAINT: ONE SOLID COLOR		
Color		
CAB COLOR A: L0006EY WHITE ELITE EY BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT STANDARD BLACK BUMPER PAINT SUNVISOR PAINTED SAME AS CAB COLOR A STANDARD E COAT/UNDERCOATING		
Certification / Compliance		
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		



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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8264 lbs	7735 lbs	15999 lbs
Total Weight ⁺	8264 lbs	7735 lbs	15999 lbs

(+) Weights shown are estimates only.

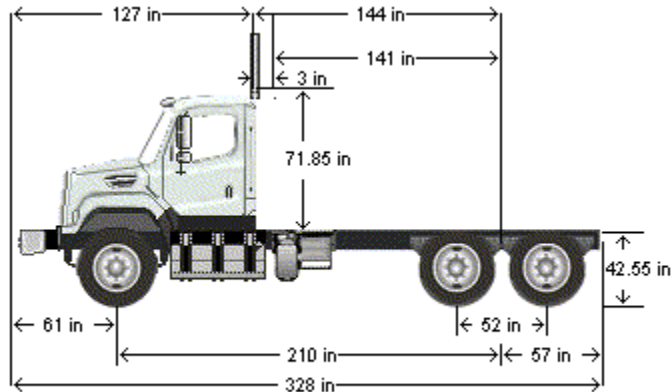
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	5325MM (210 INCH) WHEELBASE
Rear Frame Overhang (552)	1450MM (57 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Phone: 1-573-886-0429

Dimensions	Inches
Bumper to Back of Cab (BBC)	127.0
Bumper to Centerline of Front Axle (BA)	61.4
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	144.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	141.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	201.2
Cab Height (CH)	71.9
Wheelbase (WB)	209.6
Frame Overhang (OH)	57.1
Overall Frame Length	331.9
Overall Length (OAL)	328.1
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	42.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to proceed with the purchase of 35 Sulzer sewer pumps from Municipal Equipment Company for a price not to exceed \$140,883.75 + shipping.

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:

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair of Systems

FY2024 Budgeted Amount: \$1,600,000

FY2024 Expenditures to Date (06/24/24): (\$711,262)

FY2024 Available: \$888,738

FY2024 Requested Amount: \$140,883.75 +
Shipping

Department Comments and Recommendation:

The City is purchasing 35 Sulzer sewer pumps from Municipal Equipment Company. These pumps are a sole item from Municipal Equipment and we feel very comfortable with this vendor. We are purchasing 15 - 2hp pumps, 10 - 3hp pumps, and 10 - 6hp pumps. In addition to routine pump replacements, we have to add pumps to stations that are short as we find them during the station audit. We are running low on the 2hp and 6hp pumps, and are out of the HH 3hp pumps. These pumps will come out of Repair of Systems and cost the city \$140,883.75 + shipping. I do recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



June 24, 2024

Mr. Nathan Earp
City of Osage Beach, MO
5757 Chapel Drive
Osage Beach, MO 65065

RE: City of Osage Beach – Replacement Pumps

We are pleased to offer the following equipment and services for your consideration for use at the referenced location:

- (1) Sulzer/ABS S20/2W, 2HP, 1PH, 230V, 32' Cable - \$3,505.00 LIST - 25% Discount = \$2,628.75 + Freight
(31) in Stock @ MEC. Over 100 in Stock with Sulzer

- (1) Sulzer/ABS S26/2W HH, 3.5HP, 1PH, 230V, 32' Cable - \$4,513.00 LIST - 25% Discount = \$3,384.75 + Freight
(0) in Stock @ MEC. (10) in Stock with Sulzer

- (1) Sulzer/ABS PE45/2W, 6HP, 1PH, 230V, 32' Cable - \$9,014.00 LIST – 25% Discount = \$6,760.50 + Freight
(1) in Stock @ MEC. (5) in Stock with Sulzer

ALL QUOTED PRICING IS UNIT PRICE

Let us know if there are any questions or comments concerning this item.

Sincerely,

Pete Plesko

General Notes and Comments:

- The prices are firm for 30 after the quote date. Refer to individual proposal for validity.



- Payment terms are net 30 days with 1 ½ percent per month added on to past due accounts unless the proposal states otherwise. If different payment terms are requested at a future date, there may be an increase in price.
 - Prices include equipment, materials, and services as specifically listed. **No other items should be assumed to be included nor were they intended to be provided.**
 - The price does include start up assistance as listed in the attached proposals. Any required additional trips and days will be charged at \$1,500.00 per day if performed by Municipal Equipment Company, Inc. If performed by the manufacturer, their rates would apply.
 - **The prices do not include any applicable taxes.**
 - The delivery of the equipment would 10-12 weeks
 - Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
-
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
 - The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.
-

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to approve the appointment of Devin M. Lake as City Administ

Requested Action:

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:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach

Agenda Item Summary

Date of Meeting: July 2, 2024
Originator: Jeana Woods, City Administrator
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to approve the appointment of Ms. Devin M Lake as City Administrator for the City of Osage Beach, pending Ms. Lake's formal acceptance of the appointment.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Article II City Administrator, Section 115.160 Appointment - Term. The Mayor, with the advice and consent of a majority of the Board of Aldermen, shall appoint a suitable person as City Administrator who shall hold office at the pleasure of the Mayor and Board of Aldermen.

Deadline for Action:

Yes - Board of Aldermen approval of the Mayor's appointment of Ms. Devin M Lake was approved during a closed session on June 28, 2024.

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 Ms. Devin M Lake is necessary following the closed session decision held on June 28, 2024.

- 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.