

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

August 3, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

Pg 4 ▶ Minutes of Board of Aldermen meeting July 20, 2023

Pg 8 ▶ Bills List - August 3, 2023

UNFINISHED BUSINESS

NEW BUSINESS

- Pg 21** A. Bill 23-63 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 625 Massage Establishment -Article Sections 625.010 Definitions, 625.030 Rules Authorized, 625.040 Inspections, 625.050 Facilities Necessary, 625.060 General Operating Requirements, 625.080 Applications, 625.090 Notice of Hearing, 625.100 Issuance, 625.120 Revocation or Suspension, 625.130 Transfer, 625.140 Required, 625.150 Application. *First Reading*
- Pg 30** B. Discussion - Communication Service Contract regarding dispatch services for the City of Lake Ozark.
- Pg 39** C. Discussion - For the emergency approval of the work being done to Rockaway Sewer Station by Travis Hodge Hauling for \$192,500.00

STAFF COMMUNICATIONS

- Pg 46** A. Department Update List - August 3, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
July 20, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, July 20, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Kevin Rucker, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Bob O'Steen. Absent Alderman Justin Hoffman. 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 Planner Cary Patterson, Economic Development Specialist Mitchell Moon, Sewer Superintendent Nathan Earp, Parks and Recreation Manager Eric Gregory, City Treasurer Karri Bell and Human Resources Generalist Michael Raye.

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda with an amendment to the Bills List to adding Armor Equipment Invoice #11026 in the amount of \$493,669.70 for the purchase of a new Sewer Truck. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote. Absent Alderman Hoffman.

UNFINISHED BUSINESS

Bill 23-58- An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 422. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-58. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-58 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, Alderman Schuman, and Alderman O'Steen. Bill 23-58 was passed and approved as Ordinance 23.58. Absent Alderman Hoffman.

Bill 23-60 - An ordinance of the City of Osage Beach, Missouri, accepting Palisades Boulevard Street into City inventory. *Second Reading*

Alderman Schuman made a motion to approve the second reading of Bill 23-60. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-60 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen. Bill 23-60 was passed and approved as Ordinance 23.60. Absent Alderman Hoffman.

Bill 23-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the purchase of private property for a shoulder improvement project on Bluff Drive for an amount of \$25,000. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 23-62. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 23-62 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman O'Steen. Bill 23-62 was passed and approved as Ordinance 23.62. Absent Alderman Hoffman.

NEW BUSINESS

Discussion -Parks Master Plan Timeline Discussion – Parks and Recreation Manager Eric Gregory

2024: Peanick Park: All Abilities Playground/Splash Pad/Pavilion/Restrooms

- Transition Peanick from Sports Park focuses on Family Friendly outdoor recreation only.
- Shift Sports Park focuses on City Park at one location.

- The City does not currently offer a Splash Pad to residents. An All-Abilities Playground and Splash pad will be a regional draw and very popular for residents and seasonal visitors.
- Tournament Directors do not like using Peanick Park for overflow due to lack of parking and 200' fence on Field #1.

2025: City Hall: Dog Park

- Construct Dog Park on City owned acreage adjacent to City Hall.
- Currently, there are no dog parks located within the city limits of Osage Beach.
- Frequently receive requests for a dog park from visitors.
- Will be a safe location for visitors with Police Department in proximity.
- Room for expansion in the future to add a playground or other improvements.

2026: City Park: Baseball Field

- Will enhance competition space and provide opportunities for larger tournaments at a single location.
- Tournament Directors do not like using Peanick Park because of Field #1 size, lack of parking, and logistics of running tournament at two different locations.
- The city clearly does more rentals and sporting events with diamonds, hence the focus of the Master Plan recommendations.

2027: Peanick Park: Dog Park Field #2

- Convert Peanick Park Baseball Field #2 into Destination Dog Park.
- Areas for both small and large dogs and will have water features and Shade available.
- Will complete transition of Peanick Park into Family Friendly, outdoor recreation only.
- Will establish Peanick as a destination Park.
- If City Hall Dog Park has been constructed, this will be convenient for Osage beach Citizens having a Dog Park on both sides of the bridge.

2028: City Park: Lakefront Improvements:

- Construct Asphalt Roadway, Parking Lots, 30'X70' and 30'X30' Pavilions, Restroom, and Kayak/Canoe launch area, (launching dock?).
- Lakefront Property is a hidden gem at City Park.
- As the area is improved and becomes more popular, additional parking will absolutely be needed.
- Will be extremely popular for special events and outdoor recreation.

2029: City Park: Pond Boardwalk, Hilltop Shelter

- Construct Boardwalk along South Side of Pond and 30'X50' Pavilion/parking lot above retaining wall.

STAFF COMMUNICATIONS

Assistant City Administrator Welty – the contractor has been hired for the sewer lift station emergency. There will be an agenda item for the August 3 meeting. The Veterans Memorial Bid was opened but was over budgeted. This will be re-bid this fall. Introduced Nathan Earp – New Sewer Superintendent.

City Clerk Berreth – Hosting Central Clerks Meeting Friday July 21, 2023, here at City Hall. Jen Loftis, our front desk clerk is doing amazing. We are lucky to have her here in the City.

City Attorney Bradbury – Brining some new best practices ordinances soon.

Economic Development Specialist Moon – Working with City Clerk on Business Retention Plan.

Human Resources Generalist Raye – Lagers is still in progress. The employee survey will be handed out next week.

Parks and Recreation Manager Gregory – Water Department finished the water line to the maintenance shop today.

Department Update List - July 20, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*) – **Not much success, still waiting on the forensic audit.**
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*) (~~July~~ *August pre-Budget Prep w/LOOBSB*)
- Emergency generator back up plan for city (*PW Department*)
- Guideline Evaluation

- Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
- Incentive Guideline Revisions (*City Administrator, J Woods*) (*Aug*)
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Vacancy Status Update (*updated monthly*)
 - Employee Survey (~~*late May/early June*~~ *July*)
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*Public Works Department*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*) (*July*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*) (~~*late June/early July*~~ *July*)
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Explanation (~~*June*~~ *July*) / Rate / Funding Review (*July/August*) *City Attorney, C Bradbury / City Administrator, J Woods*) - **Look for a memo to come within the next few weeks.**

Notes:

City Staff contact noted.

Estimated delivery/completion noted.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Mayor Harmison – KRMS Radio – Mayor Radio – 9:10am every Monday Morning.

Thank you to Alderman Rucker for all the clean up on the Joint Sewer Board ordinances and regulations.

EXECUTIVE SESSION

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

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

No announcements were made following the closed session.

Alderman Hoffman arrived at the meeting at 7:45pm.

Alderman Rucker moved to close the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Marose, Alderman Schuman, Alderman O’Steen, Alderman Rucker. The meeting was therefore closed. Absent Alderman Hoffman.

ADJOURN

The meeting adjourned at 8:00 pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on July 20, 2023, and approved August 3, 2023.

Tara Berreth, City Clerk

Michael Harmison, Mayor

CITY OF OSAGE BEACH
BILLS LIST
August 3, 2023

Bills Paid Prior to Board Meeting	\$	691,808.23
Payroll Paid Prior to Board Meeting	\$	155,445.28
SRF Transfer Prior to Board Meeting	\$	112,771.48
TIF Transfer Osage Beach Commons	\$	9,639.74
TIF Transfer Dierbergs	\$	44,587.95
Bills Pending Board Approval	\$	265,028.38
Total Expenses	\$	<u>1,279,281.06</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,260.00
			Fed WH	11,530.33
		INTERNAL REVENUE SERVICE	FICA	8,511.96
			Medicare	1,990.67
		MISSIONSQUARE RETIREMENT	Loan Repayment	77.62
			Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirment 457 &	2,981.42
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	92.92
			Loan Repayments	320.61
			Loan Repayments	161.77
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
		HSA BANK	HSA Contribution	363.33
			HSA Family/Dep. Contributi	1,828.49
		ONE TIME VENDOR	OTHER AGENCY CASH BOND	500.00
			PARK FIELD REFUND	400.00
			OTHER AGENCY CASH BOND	500.00
			PARK FIELD REFUND	<u>600.00</u>
			TOTAL:	37,434.90
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	180.83
			Medicare	42.29
		MISSIONSQUARE RETIREMENT	Retirement 401%	8.25
			Retirement 401	75.00
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	44.50
		THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	20.00
		HAMNER, GARY	JOINT SEWER BOARD MTG 7/18	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	PLANT- L. MORLEY GRANDMOTH	65.76
			PLANT- R. PHILLIPS DAUGHTER	<u>75.00</u>
			TOTAL:	536.63
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	675.31
			Medicare	157.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		THE PITNEY BOWES BANK INC	CITY ADMIN POSTAGE	<u>100.00</u>
			TOTAL:	1,992.51
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	152.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	35.70
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.81
			Retirement 401	154.87
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	<u>300.00</u>
			TOTAL:	744.02
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	657.53
			Medicare	153.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	94.87
			Retirement 401	569.29
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	225.00
		THE PITNEY BOWES BANK INC	FINANCE POSTAGE	<u>25.00</u>
			TOTAL:	1,744.21
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.47
			Retirement 401	98.82
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	MUNICIPAL POSTAGE	<u>75.00</u>
			TOTAL:	386.43
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	353.59
		THE PITNEY BOWES BANK INC	CITY ATTNY POSTAGE	20.00
		ELAN CORPORATE PAYMENT SYSTEMS	IMLA BRADBURY 3/2023-2/202	<u>375.00</u>
			TOTAL:	1,258.35
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	523.36
			Medicare	122.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	88.27
			Retirement 401	529.65
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	218.98
		WEX INC	BLDG DEPT FUEL	272.83
			BLDG DEPT CAR WASHES	10.00
		HSA BANK	HSA Family/Dep. Contributi	225.00
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	100.00
		MID AMERICA BANK	ICLOUD STORAGE	2.99
		ELAN CORPORATE PAYMENT SYSTEMS	PIZZAS- CODE OFFICIALS MTG	54.91
			BLDG VEHICLE REGSTRN/TITL	29.00
			BLDG VEHICLE REGSTRN/TITL	<u>16.18</u>
			TOTAL:	2,193.57
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 6/13-7/13/23	66.37
			CITY HALL SVC 6/13-7/13/23	6,388.24
		INTERNAL REVENUE SERVICE	FICA	51.16
			Medicare	11.96
		LOWE'S	BUG SPRAY	5.50
			WEED KILLER	<u>18.99</u>
			TOTAL:	6,542.22
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	585.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	136.92
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.34
			Retirement 401	457.28
		LOWE'S	INSECT KILLER, LADDER, PAINT	183.51
			REACHING TOOL	37.58
			TRASH BAGS & BATTERIES	117.62
			SHOP VAC	103.55
			PROPANE TANK EXCHANGE	56.94
			KOBALT LONG TAPE	30.39
			SCREEN REP KIT & ROLLING T	41.35
			SIDING RMVL TOOL & RAZOR B	20.11
			TRASH BAGS	83.00
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	133.24
		WEX INC	PARK DEPT FUEL	504.63
		AMEREN MISSOURI	LWR DIAMOND LTS 6/6-7/6/23	65.68
			HATCHERY RD SIGN 6/13-7/13	83.30
			CP MAINT BLDG 6/14-7/13/23	53.78
			CP #2 DISPLAY C 6/14-7/13/	11.62
			CP SOCCER FIELDS 6/14-7/13	22.07
			CP #2 DISPLAY D 6/14-7/13/	11.62
			CP BALL FIELDS 6/14-7/13/2	1,461.27
			CP #2 DISPLAY B 6/14-7/13/	12.85
			CP #2 DISPLAY A 6/14-7/13/	11.62
			HWY 42 BALLPARK LTS 6/6-7/	37.62
			CP #2 IRRIG PUMP 6/13-7/13	11.86
		HSA BANK	HSA Contribution	150.00
		THE PITNEY BOWES BANK INC	PARK POSTAGE	50.00
		ELAN CORPORATE PAYMENT SYSTEMS	JUNE PURCHASES	806.64
			PARK VEHICLE REGSTRN/TITL	14.50
		HIGHWAY 42 BOAT & MORE SALES LLC	10 CANOES AND CANOE TRAILER	3,950.00
			TOTAL:	9,287.35
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	7.90
			Retirement 401	193.13
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	GATORADE & TOWELS-PD, PRK, P	129.92
			ICE CREAM	49.34
			TOTAL:	737.63
Overhead	General Fund	THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	50.00
		ELAN CORPORATE PAYMENT SYSTEMS	NOTARY- J. LOFTIS	25.75
			TOTAL:	75.75
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,708.81
			Medicare	867.36
		MISSIONSQUARE RETIREMENT	Retirement 401%	542.87
			Retirement 401	3,518.83
		SALERNO, BRIAN	FUEL REIMB- FORD FUSION	38.78
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	630.16
			POLICE DEPT CELL PHONES	397.24
		WEX INC	POLICE DEPT FUEL	5,555.31
			POLICE DEPT CAR WASHES	110.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
		THE PITNEY BOWES BANK INC	POLICE POSTAGE	150.00
		ELAN CORPORATE PAYMENT SYSTEMS	GLOCK TRNG CLASS-CHAPMAN	250.00
			KWIK KAR WASH	29.00
			2023 LETSAC CONF-T. MORLEY	210.00
			TAX CRDT EMI LDGNG-CHAMBER	18.68-
		CHAMBERLAIN, NORALEE	MEALS EVDNCE CLASS-CHAMBER	105.00
		ONE TIME VENDOR	TUITION OMG TRNG-MORLEY	<u>100.00</u>
			TOTAL:	17,544.68
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	770.03
			Medicare	180.09
		MISSIONSQUARE RETIREMENT	Retirement 401%	85.09
			Retirement 401	619.47
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 6/21-7/20/	129.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.50
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	911 CENTER POSTAGE	10.00
		ELAN CORPORATE PAYMENT SYSTEMS	DISPATCH RECERT-ROBINSON	55.00
			DISPATCH RECERT-L. MORLEY	55.00
			DISPATCH RECERT- W. FOSTER	<u>55.00</u>
			TOTAL:	2,154.16
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	246.80
			Medicare	57.72
		MISSIONSQUARE RETIREMENT	Retirement 401%	41.40
			Retirement 401	248.40
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	PLANNING POSTAGE	<u>125.00</u>
			TOTAL:	794.32
Engineering	General Fund	THE PITNEY BOWES BANK INC	ENGINEERING POSTAGE	<u>5.00</u>
			TOTAL:	5.00
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	28.14
			Retirement 401	168.82
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.74
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	IT POSTAGE	<u>10.00</u>
			TOTAL:	574.59
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	129.18
			Medicare	30.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	20.83
			Retirement 401	125.01
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	44.50
		THE PITNEY BOWES BANK INC	TIF POSTAGE	<u>125.00</u>
			TOTAL:	474.73
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	388.11
		INTERNAL REVENUE SERVICE	Fed WH	893.41
			FICA	777.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	181.92
		MISSIONSQUARE RETIREMENT	Retirement 457 &	89.66
			Retirement 457	188.00
		HSA BANK	HSA Contribution	190.00
			HSA Family/Dep. Contributi	<u>96.40</u>
			TOTAL:	2,805.31
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	777.81
			Medicare	181.91
		MISSIONSQUARE RETIREMENT	Retirement 401%	94.40
			Retirement 401	566.38
		LOWE'S	LUMBER	6.70
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	651.54
		WEX INC	TRANS DEPT FUEL	3,641.36
		AMEREN MISSOURI	KK DR PALISADES LTG 6/1-6/	97.57
			MAIN SALT BLDG 6/7-7/9/23	11.53
			ST LTG SVC 6/1-7/1/23	4,139.50
			CUST OWNED LTG 6/1-7/1/23	323.70
			NICHOLS VIEW LTG 6/1-7/1/2	155.38
		HSA BANK	HSA Contribution	75.00
		THE PITNEY BOWES BANK INC	HSA Family/Dep. Contributi	200.25
			TRANSPORTATION POSTAGE	100.00
		ELAN CORPORATE PAYMENT SYSTEMS	WATER	32.16
			TRANSPO VEHICLE REGSTRN/T	14.50
		ARMOR EQUIPMENT	NEW SEWER HYDRO EXCAVATION	<u>164,556.56</u>
			TOTAL:	175,626.25
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,827.03
			State Withholding	488.07
		INTERNAL REVENUE SERVICE	Fed WH	1,287.14
			FICA	827.12
			Medicare	193.43
		MISSIONSQUARE RETIREMENT	Retirement 457 &	355.49
			Retirement 457	101.00
		HSA BANK	HSA Contribution	72.50
			HSA Family/Dep. Contributi	137.80
		ONE TIME VENDOR	01-0160-04	11.53
			01-3420-01	<u>92.64</u>
			TOTAL:	8,393.75
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	827.12
			Medicare	193.43
		MISSIONSQUARE RETIREMENT	Retirement 401%	119.75
			Retirement 401	718.48
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	374.42
		WEX INC	WATER DEPT FUEL	1,044.35
		AMEREN MISSOURI	6186 FIRE ST WELL 5/30-6/2	7,444.22
			BLUFF RD TOWER 6/7-7/9/23	6,237.83
			COLLEGE WELL 6/6-7/6/23	1,456.65
			LK RD 54-59 WELL 5/29-6/27	45.50
			SWISS VLG WELL 5/31-6/28/2	1,745.96
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	125.25
		THE PITNEY BOWES BANK INC	WATER POSTAGE	200.00
		ELAN CORPORATE PAYMENT SYSTEMS	WTR VEHICLE REGSTRN/TITLE	28.00
		ARMOR EQUIPMENT	NEW SEWER HYDRO EXCAVATION	164,556.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				185,230.03
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	CASE #21281919 PPE 06/30/2	300.00
			CASE #21281919 PPE 07/14/2	300.00
		MO DEPT OF REVENUE	State Withholding	587.82
		INTERNAL REVENUE SERVICE	Fed WH	1,145.05
			FICA	1,103.19
			Medicare	258.00
		MISSIONSQUARE RETIREMENT	Retirment 457 &	53.70
			Retirement 457	99.00
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>193.30</u>
		TOTAL:		4,065.06
Sewer	Sewer Fund	UMB BANK & TRUST	SRF TRUSTEE & DNR ADMIN FE	4,509.21
		INTERNAL REVENUE SERVICE	FICA	1,103.19
			Medicare	258.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	66.03
			Retirement 401	605.63
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	963.48
		TRAVIS HODGE HAULING LLC	EMERGNCY SWR REP- TAN TAR	23,100.00
		WEX INC	SEWER DEPT FUEL	1,818.56
		AMEREN MISSOURI	CLEARWOOD LN 6/4-7/4/23	13.71
			3949 CMPGRND G/S 6/7-7/9/2	21.31
			1150 HWY KK 6/12-7/12/23	42.27
			1117 OB RD G/P 6/12-7/12/2	14.15
			HWY D PREWITTS G/P 6/6-7/6	176.56
			701 PA HE TSI 6/7-7/9/23	13.87
			GRINDER PUMPS & LIFT STATI	5,322.40
			GRINDER PUMPS & LIFT STATI	7,975.08
			1902 PROCTER G/P 6/12-7/12	73.76
			5874 HWY 54 5/29-6/27/23	14.28
			1075 RUNABOUT 5/25-6/26/23	15.52
			1004 ZEBRA RD L/P 6/4-7/4/	13.54
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	199.50
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	200.00
		HOME DEPOT CREDIT SERVICES	LIFT STATION PAINT & SUPPL	94.02
		ELAN CORPORATE PAYMENT SYSTEMS	WORK BOOTS-COFFMAN, BRISON	249.99
			AIR MONITOR SENSORS	300.00
		ARMOR EQUIPMENT	NEW SEWER HYDRO EXCAVATION	<u>164,556.57</u>
		TOTAL:		211,758.14
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	489.00
		INTERNAL REVENUE SERVICE	Fed WH	1,135.21
			FICA	1,115.16
			Medicare	260.80
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	178.52
			Loan Repayments	188.62
		HSA BANK	HSA Family/Dep. Contributi	<u>100.00</u>
		TOTAL:		3,727.57
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,115.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	260.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	117.29
			Retirement 401	868.01
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	129.72
			AMB DEPT CELL PHONES	44.50
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JUNE AMBULANCE REIMBURSEME	1,420.79
		WEX INC	AMB FUEL	748.34
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	300.00
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	25.00
		RSH & ASSOCIATES LLC	COURT COSTS- 2 AMB ACCTS	<u>500.00</u>
			TOTAL:	5,567.11
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	4,575.74
			State Withholding	216.40
		INTERNAL REVENUE SERVICE	Fed WH	388.98
			FICA	360.83
			Medicare	84.38
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.58
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		HSA BANK	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	5,821.45
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 6/9-7/10/23	11.55
			KAISER TRMNL BLDG 6/9-7/10	492.81
			LCF HANGAR 2 6/9-7/10/23	25.81
			LCF NEW AP HANGAR 6/9-7/10	46.72
		INTERNAL REVENUE SERVICE	FICA	360.83
			Medicare	84.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.48
			Retirement 401	356.14
		LOWE'S	PVC, WASHERS, BUSHINGS	10.20
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.25
		WEX INC	LCF FUEL	201.85
		HSA BANK	HSA Family/Dep. Contributi	195.00
		THE PITNEY BOWES BANK INC	LCF POSTAGE	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	LCF VEHICLE REGSTRN/TITLE	<u>46.48</u>
			TOTAL:	1,924.50
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	255.39
			State Withholding	75.60
		INTERNAL REVENUE SERVICE	Fed WH	302.79
			FICA	268.84
			Medicare	62.88
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.48
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,063.98
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG TBLC EXT D 5/29-6/27/23	229.52
			GG AP SHOP 5/29-6/27/23	31.19
			957 AIRPORT RD 5/29-6/27/2	11.88
			GG AP TBLC EXT D 5/29-6/27	11.51
			GG AP SLEEPY 5/29-6/27/23	136.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	268.84
			Medicare	62.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.42
			Retirement 401	248.72
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.25
		WEX INC	GG FUEL	157.65
		HSA BANK	HSA Family/Dep. Contributi	105.00
		THE PITNEY BOWES BANK INC	GG POSTAGE	25.00
			TOTAL:	1,336.32

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

10	General Fund	84,488.76
20	Transportation	178,431.56
30	Water Fund	193,623.78
35	Sewer Fund	215,823.20
40	Ambulance Fund	9,294.68
45	Lee C. Fine Airport Fund	7,745.95
47	Grand Glaize Airport Fund	2,400.30
GRAND TOTAL:		691,808.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	GENERAL CODE LLC	CODE BOOK CODIFICATIONS	<u>2,841.00</u>
			TOTAL:	2,841.00
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	BLUE PENS	22.11
		AMAZON CAPITAL SERVICES INC	SAFETY GLASSES	<u>51.00</u>
			TOTAL:	82.03
Building Maintenance	General Fund	SURECUT LAWCARE LLC	JUNE GROUNDS MAINTENANCE	3,445.29
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	92.50
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS, PPR TOWELS, FORK	85.94
			TRASH BAGS	33.96
			SPOONS	18.84
		AMAZON CAPITAL SERVICES INC	RESTROOM TOWELS	81.18
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	<u>7.59</u>
			TOTAL:	3,775.61
Parks	General Fund	MOTOR HUT INC	WEEDEATER ATTACHMENT	139.98
		O'REILLY AUTOMOTIVE STORES INC	BATTERY- PARKS	57.43
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	5.60
			PARKS DEPT UNIFORM RENTAL	<u>3.50</u>
			TOTAL:	206.51
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT SCREENING	130.00
			RANDOM DRUG TESTING	125.00
		CULTURE AMP INC	SURVEY SFTWR 9/2023-8/2024	5,408.00
		CBIZ TALENT AND COMPENSATION SOLUTIONS	COMPENSATION CONSULTING SV	<u>7,800.00</u>
			TOTAL:	13,463.00
Overhead	General Fund	ARTHUR J GALLAGHER & CO (ILLINOIS)	CYBER LIABILITY 7/2023-6/2	<u>16,571.45</u>
			TOTAL:	16,571.45
Police	General Fund	PURCELL TIRE & RUBBER CO	FLAT REPAIR- PD 19	26.75
		MCCLAIN RADAR SERVICE LLC	RADAR & LIDAR CERTIFICATIO	865.00
		LEON UNIFORM CO INC	UNDERVEST SHIRTS- J. ROSEN	119.02
			UNIFORM PANTS-O'DAY/CHAPMA	326.00
			UNIFORM PANTS- HENDRICKS	86.02
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- PD 26	40.78
			WIPER BLADES & AIR FRSNR-P	61.91
		HEDRICK MOTIV WERKS LLC	FUEL INJECTOR REPAIR- PD 1	391.40
			A/C REPAIR- PD 21	571.03
			WATER PUMP REPAIR- PD 18	1,123.73
			SEAT BELT & HVAC REPAIR- P	557.23
			REPLACE RADIATOR- PD 18	<u>666.11</u>
			TOTAL:	4,834.98
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES JULY-SEPT 20	210.00
		ANIXTER INC	BI-DIRECTIONAL AMP, 3 ANTE	<u>5,978.70</u>
			TOTAL:	6,188.70
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- BOA CASE #348	33.60
			NPH- CASE #349 LOO	35.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	69.30
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 5/27-6/30/20	<u>3,589.50</u>
			TOTAL:	3,589.50
Economic Development	General Fund	EVANGELINE SPECIALTIES INC	CHRISTMAS LIGHTS	<u>17,930.50</u>
			TOTAL:	17,930.50
Transportation	Transportation	PURCELL TIRE & RUBBER CO	LABOR- PUT TIRE ON BACKHOE	26.75
		MEEKS BUILDING CENTER	CONCRETE MIX- ZEBRA AREA	272.58
		RP LUMBER INC	LUMBER- KNIGHT CT	150.60
			SCREWS- KNIGHT CT	27.99
			REBAR- HUFFPUFF LN	349.50
		O'REILLY AUTOMOTIVE STORES INC	BATTERY CLEANER- TRK 69	5.99
			TIRE SEALANT- TRK 62	17.99
			BATTERY CLNR- ALL VEHICLES	71.88
			LED MARKER LIGHT- TRK 54	51.58
		CONSOLIDATED ELECTRICAL DISTR, INC	LED LIGHTS- PARKWAY	900.00
		BLEDSON CONOCO SERVICES	TOW FEE- HYDRO VAC	244.00
		CORE & MAIN LP	TRANSPO PARTS- AIRPORT	840.80
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	202.97
			TRANS DEPT FLOOR MATS	12.25
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	202.97
			TRANS DEPT FLOOR MATS	12.24
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	195.47
			TRANS DEPT FLOOR MATS	12.24
		SCOTTS CONCRETE	CONCRETE- KNIGHT CT	962.00
		MEYER ELECTRIC CO INC	SIGNAL REPAIR- HWY D & OB	300.00
		AMAZON CAPITAL SERVICES INC	TAPE FOR MAKING SIGNS	116.97
			VOLT PUMP- KUBOTA TRACTOR	214.26
			CUPS, SUGAR, TP, CRMR, PPR TOW	61.16
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 5/10-6/10/2	440.86
			WORK AGREEMENT 6/10-7/10/2	675.36
		ANTELLA CONSULTING ENGINEERS INC	SVCS A222-18 MODOT OB PKWY	5,600.00
		LEGACY BUILDINGS	PW CAR PORTS	<u>3,267.00</u>
			TOTAL:	15,242.07
Water	Water Fund	CINTAS CORPORATION	WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.25
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.25
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	144.29
			WATER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	CUPS, SUGAR, TP, CRMR, PPR TOW	61.16
		POLLARDWATER	LD-12 MIC & CABLE	739.55
		LEGACY BUILDINGS	PW CAR PORTS	<u>3,267.00</u>
			TOTAL:	4,548.79
Sewer	Sewer Fund	USABUEBOOK	SEWER SPOON	240.00
		ELECTRIC CONTROLS COMPANY INC	SCADA ALARM DIALER	1,831.25
			SANDS SCADA UNIT UPGRADE	12,060.11
		FASTENCO INC	COUPLER	47.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MUNICIPAL EQUIPMENT CO	REPLACEMENT PUMP	50,569.42
		KNAPHEIDE TRUCK INC	INSTALL WINCH CABLE- TRK 7	388.00
		O'REILLY AUTOMOTIVE STORES INC	CONNECTORS	12.38
			GASKET ADHESIVE- CEDAR VIL	9.99
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JUNE MONTHLY FLOWS	40,735.70
		CORE & MAIN LP	PVC PIPE	8,876.60
			PVC ADAPTER- TOPSAIL	23.22
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- N. EARP	44.50
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	176.23
			SEWER DEPT FLOOR MATS	12.24
			SEWER DEPT UNIFORM RENTAL	3.33
			SEWER DEPT UNIFORMS	174.98
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	3.33
			SEWER DEPT UNIFORMS	174.38
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	DISPOSABLE GLOVES	160.49
			CUPS, SUGAR, TP, CRMR, PPR TOW	61.16
		REEVES-WIEDEMAN COMPANY	PVC PARTS	160.56
			PVC PIPE & SEAL- CAN 435	64.80
			PVC PARTS	35.45
			PVC FITTINGS	27.48
			STAINLESS STEEL PARTS-JEFF	70.68
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT@ TAN TAR A	245.40
			PUMPOUTS @ VARIOUS LOCATIO	1,258.00
			PUMPOUT @ VARIOUS LOCATION	5,610.00
			PUMPOUT @ BIG O TIRES	579.00
		NICK'S TRUE VALUE HARDWARE	ACCESS KIT- PUMP TRUCK	28.99
			PARTS- FORRESTER	15.72
			WASP SPRAY & TICK REPELLEN	59.83
		LEGACY BUILDINGS	PW CAR PORTS	<u>3,267.00</u>
			TOTAL:	127,052.32
Ambulance	Ambulance Fund	DOUGLAS G WILSON DO PC	JUNE MEDICAL DIRECTOR SVC	1,000.00
		QUADMED INC	MEDICAL SUPPLIES	<u>766.75</u>
			TOTAL:	1,766.75
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
			7,426 GAL LCF JET FUEL	22,454.27
			7,433 GAL LCF JET FUEL	23,370.41
		CAMDEN COUNTY FIRE & SAFETY	LCF HNGR FIRE EXTINGUISHER	193.90
			LCF AP FIRE EXTINGUISHER S	197.50
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
			LCF UNIFORM RENTAL	7.69
		STRAIGHT FLUSH PLUMBING LLC	TOILET REPAIR- LCF AIRPORT	210.00
			URINAL REPAIR- LCF AIRPORT	<u>180.00</u>
			TOTAL:	46,667.46
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
			GG EQUIP CHRG & SATELLITE	46.00
		ALPHAGRAPHS OF OSAGE BEACH	AIRPORT DECALS	46.14
			AIRPORT DECALS	46.14
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	HOSE CLAMPS	<u>6.19</u>
			TOTAL:	198.41

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

10	General Fund	69,552.58
20	Transportation	15,242.07
30	Water Fund	4,548.79
35	Sewer Fund	127,052.32
40	Ambulance Fund	1,766.75
45	Lee C. Fine Airport Fund	46,667.46
47	Grand Glaize Airport Fund	198.41

GRAND TOTAL:		265,028.38
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TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 3, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-63 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 625 Massage Establishments - Article Sections 625.010 Definitions, 625.030 Rules Authorized, 625.040 Inspections, 625.050 Facilities Necessary, 625.060 General Operating Requirements, 625.080 Applications, 625.090 Notice of Hearing, 625.100 Issuance, 625.120 Revocation or Suspension, 625.130 Transfer, 625.140 Required, 625.150 Application. *First Reading*

Requested Action:

First Reading of Bill #23-63

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:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Staff have been asked to review all ordinances that deal with their departments. This ordinance has not been amended since 2006. The City Clerk worked with the Building Official and Police Chief to update this ordinance. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-63 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 625 MASSAGE ESTABLISHMENTS - ARTICLE SECTIONS 625.010 DEFINITIONS, 625.030 RULES AUTHORIZED, 625.040 INSPECTIONS, 625.050 FACILITIES NECESSARY, 625.060 GENERAL OPERATING REQUIREMENTS, 625.080 APPLICATION, 625.090 NOTICE OF HEARING, 625.100 ISSUANCE, 625.120 REVOCATION OR SUSPENSION, 625.130 TRANSFER, 625.140 REQUIRED, 625.150 APPLICATION,

Section 625.010 **Definitions.**

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

EMPLOYEE

Any and all persons, other than the ~~masseurs, masseuses or~~ massage therapists, who render any service to the permittee, who received compensation directly from the permittee, and who have no physical contact with the customers or clients.

MASSAGE ESTABLISHMENT

Any establishment having a fixed place of business where any person, firm, association or corporation engages in or carries on or permits to be engaged in or carried on any of the activities mentioned in this Chapter.

MASSEUR, MASSEUSE OR MASSAGE THERAPIST

Any person ~~not~~ licensed by the State of Missouri as a massage therapist who, for any consideration whatsoever, engages in the practice of massage.

RECOGNIZED SCHOOL

Any school or educational institution licensed to do business as a school or educational institution and which is accredited by the American Massage and Therapy Association, Inc., and which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study not less than three (3) months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study of learning.

Section 625.030 **Rules Authorized.**

The ~~Chief of Police~~ Police Chief ~~or the Health Officer~~ **or the Building Official or their designee** may, after a public hearing, make and enforce reasonable rules and regulations not in conflict with, but to carry out, the intent of this Chapter.

Section 625.040 **Inspections.**

The Police Department ~~Chief and the Health Officer~~ **Chief or the Building Official or their designee** shall from time to time and at least ~~twice~~ **once** a year make an inspection of each massage establishment in the City for the purposes of determining that the provisions of this Chapter are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permittee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

Section 625.050 **Facilities Necessary.**

A. No license to ~~conduct~~ **operate** a massage establishment shall be issued unless an inspection by the building official reveals that the establishment complies with each of the following minimum requirements:

1. *Construction of rooms for toilets, tubs, steam baths and showers.* Construction of rooms used for

toilets, tubs, steam baths and showers shall be made waterproof with approved waterproofed materials and shall be installed in accordance with the City Plumbing Code:

- a. Steam rooms and shower compartments shall have waterproof floors, walls and ceilings **and shall be provided with ventilation/exhaust as per the adopted International Mechanical Code.**
 - b. Floors of wet and dry heat rooms shall be adequately pitched to one (1) or more floor drains properly connected to the sewer. Dry heat rooms with wooden floors need not be provided with pitched floors and floor drains.
 - c. A source of hot water must be available within the immediate vicinity of dry and wet heat rooms to facilitate cleaning.
2. *Disinfecting and sterilizing equipment.* The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.
3. *Closed storage areas.* Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas.
4. *Toilet facilities.* Toilet facilities shall be provided in convenient locations. When employees and patrons of different sexes are on the premises at the same time separate toilet facilities shall be provided for each sex. A single water closet per sex shall be provided **when the total occupant load for the establishment exceeds 15 occupants, as per the adopted International Plumbing Code.** ~~for each twenty (20) or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one (1) water closet has been provided. Toilets shall be designated as to the sex accommodated therein.~~
5. *Lavatories or washbasins.* Lavatories or washbasins provided with both hot and cold running water shall be installed in either the toilet room or a vestibule. Lavatories or washbasins shall be provided with soap and a dispenser and with sanitary towels.
6. *Electrical equipment.* All electrical equipment shall be installed in accordance with the requirements of the ~~City Electrical Code~~ **National Electrical Code.**

The ~~Health Officer~~ **Building Official or his/her designee** shall certify whether a proposed massage establishment complies with this Section and shall forward such certification to the ~~Chief of Police~~ **Police Chief.**

Section 625.060 General Operating Requirements.

- A. Every portion of a massage establishment, including appliances, apparatus, and personnel shall be kept clean and operated in a sanitary condition.
- B. All employees shall be clean and wear clean outer garments whose use is restricted to the massage establishment. Provisions for a separate dressing room for each sex must be available on the premises with individual lockers for each employee. Doors to such dressing rooms shall open inward and shall be self-closing.
- C. All employees, ~~masseurs, and masseuses~~ **massage therapists** must be modestly attired. ~~Diaphanous, flimsy, transparent, form-fitting, or tight clothing is prohibited. Clothing must cover the employees', masseurs', or masseuses' massage therapist chest at all times.~~

- D. Towels, cloths, or undergarments must cover the private parts of patrons, when in the presence of an employee, ~~masseur or masseuse~~ ~~massage therapist~~. Any contact with a patron's genital area is prohibited.
- E. All massage establishments shall be provided with clean, laundered sheets and towels in sufficient quantity and the sheets and towels shall be laundered after each use thereof and stored in approved, sanitary manner.
- F. Wet and dry heat rooms, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs shall be thoroughly cleaned after each use.
- G. *Advertising.* No massage establishment granted a permit under provisions of this Chapter shall place, publish, or distribute or cause to be placed, published, or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any service is available other than massage services, nor shall any massage establishment indicate in the text of such advertising that any service is available other than massage services.
- H. All massage services must be carried on in one (1) cubicle, room, booth, or area within the massage establishment. No massage service shall be carried on in any other cubicle, room, booth, or area except where such cubicle, room, booth, or area has transparent doors or walls, such that all activity within the cubicle, room, booth, or area is visible from outside the same.
- I. ~~A massage establishment shall not carry on, engage in, or conduct business on Sunday and on other days shall not carry on, engage in, or conduct business between 6:00 P.M. and 8:00 A.M..~~ **The facility shall be closed and operations shall cease between the hours of 12:00 midnight and 6:00 a.m. each day.**

Section 625.080 **Application.**

- A. The application for a business license to operate a massage establishment shall set forth the exact nature of the massage to be administered, the proposed place of business and facilities therein and the name and address of each applicant. In addition to the foregoing, each applicant for a permit shall furnish the following information:
 - 1. Written proof that the applicant is at least eighteen (18) years of age.
 - 2. Two (2) portrait photographs at least two (2) inches by two (2) inches, and fingerprints.
 - 3. Business, occupation, or employment of the applicant for the three (3) years immediately proceeding the date of application.
 - 4. The massage or similar business license history of the applicant; whether such person, in previously operating in this or another City or State under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation.
 - 5. Any criminal convictions, except minor traffic violations.
 - 6. Criminal Background performed by Missouri Highway Patrol.**
- B. A non-refundable filing fee of fifteen dollars (\$15.00) shall accompany the application.

Section 625.090 **Notice of Hearing.**

When an application is filed for a business license for a massage establishment the ~~Chief of Police~~ **Police Chief** shall fix a time and place for a public hearing when applicant may present evidence upon the question of his/her application. Not less than ten (10) days before the date of such hearing, the ~~Chief of~~

~~Police~~**Police Chief** shall cause to be posted a notice of such hearing in a conspicuous place on the property in which or on which the proposed massage establishment is to be operated. The applicant shall maintain the notice as posted for a required number of days.

Section 625.100 **Issuance.**

- A. The City Clerk shall not issue a business license to a massage establishment without the approval of the ~~Chief of Police~~**Police Chief**.
- B. The ~~Chief of Police~~**Police Chief** shall approve the issuance of the license within fourteen (14) days following a hearing if all requirements for a massage establishment described in this Chapter are met unless he/she finds:
 - 1. The operation as proposed by the application if permitted will not have complied with all applicable laws and ordinances.
 - 2. The applicant and any other person who will be directly engaged in the management and operation of a massage establishment has been convicted of:
 - a. A felony; or
 - b. Any offense involving sexual misconduct.

The ~~Chief of Police~~**Police Chief** may approve the issuance of a business license to any person convicted of any of the above crimes if he/she finds that such conviction occurred at least three (3) years prior to the date of the application and the applicant has had no subsequent convictions.

- 3. The issuance is contrary to the public health, safety, and welfare.

Section 625.120 **Revocation or Suspension.**

- A. A massage establishment business license may be revoked or suspended by the ~~Chief of Police~~**Police Chief** if:
 - 1. The licensee violates any of the provisions of this Chapter;
 - 2. The licensee is convicted of an offense enumerated in Section **625.100(B)**;
 - 3. A ~~masseur or masseuse~~ **massage therapist** working in the establishment is convicted of an offense enumerated in Section **625.100(B)** and the licensee has actual or constructive knowledge of the violation or conviction; or
 - 4. Where the licensee or a person in his/her employ refuses to permit any duly authorized City officer or employee to inspect the licensed premises.
- B. Before revoking or suspending a license the ~~Chief of Police~~**Police Chief** shall give the licensee at least ten (10) days' written notice of the charges against him/her and an opportunity for a public hearing before the ~~Chief of Police~~**Police Chief**, at which hearing the licensee may present evidence on his/her own behalf. All charges shall be specific and in writing.

Section 625.130 **Transfer.**

No massage establishment business license shall be transferable without the written consent of the ~~Chief of Police~~**Police Chief** and the approval of the ~~Health Officer~~ **Building Official**; provided however, that upon the death or incapacity of the licensee the massage establishment may continue in business for a reasonable period of time to allow for an orderly transfer of the license.

Article III
Masseur's or Masseuse's ~~Massage~~ Therapist Permit

Section 625.140 Required.

~~No person shall act as a masseur, masseuse or massage therapist without a permit issued by the Chief of Police subject to approval of the Board of Aldermen.~~

No person shall act as massage therapist without valid Massage Therapy License issued by the State of Missouri.

Section 625.150 Application.

- A. An application for the permit required by this Article shall be made to the ~~Chief of Police~~ **Police Chief** upon a form provided by the ~~Chief of Police~~ **City Clerk**.
- B. The application for a permit shall contain the following:
1. The applicant's name and residence address.
 2. The applicant's social security number.
 3. The applicant's weight, height, color of hair and eyes, and fingerprints.
 4. Written evidence that the applicant is at least eighteen (18) years of age.
 5. The business, occupation, or employment of the applicant for three (3) years immediately proceeding the date of application.
 6. Whether such person has ever been convicted of any crime except minor traffic violations. If such person has been so convicted, a statement must be made giving the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction.
 - ~~7. The name and address of the recognized school attended, the date attended and a copy of the diploma or certificate of graduation awarded the applicant showing the applicant has successfully completed not less than seventy (70) hours of instruction.~~
 - ~~8. The Chief Law Enforcement Officer in the area where the application originates must sign the affidavit in Subsection (C).~~
- C. Applicants for a ~~masseur, masseuse or~~ massage therapist permit may substitute one (1) year's continuous experience as a ~~masseur, masseuse or~~ massage therapist in lieu of the requirement of a diploma or certificate of graduation from a recognized school or other institution of learning wherein the method and work of massage is taught. Such ~~masseur, masseuse or~~ massage therapist must obtain an affidavit attesting to such experience occurred. If after diligent effort the ~~masseur, masseuse or~~ massage therapist is unable to obtain an affidavit from the owner, such ~~masseur, masseuse or~~ massage therapist may submit an affidavit from a person who had firsthand knowledge of his/her continuous year of experience. Said affidavit subject to approval and acceptance of the proper authority of the City of Osage Beach.
- D. Applicant for ~~masseur, masseuse, and~~ massage therapist permit may substitute a certificate from the American Massage and Therapy Association in lieu of the requirements of Subsection (C).

Section 625.170 Issuance.

- A. The ~~Chief of Police~~ **Police Chief** may **instruct the City Clerk to** issue a permit within twenty-one (21) days following application, unless he/she finds that:

1. The applicant under this Article has been convicted of a felony or any offense involving sexual misconduct. The ~~Chief of Police~~ **Police Chief** may instruct the City Clerk to ~~may~~ issue a permit to a person convicted of any of these crimes if he/she finds that such conviction occurred at least five (5) years prior to the date of the application and the applicant has not had subsequent convictions.
2. The issuance of the permit would be contrary to the public health, safety or welfare.

Section 625.180 Revocation or Suspension.

- A. A permit issued under this Article by the ~~Chief of Police~~ **Police Chief** shall be revoked or suspended after a public hearing before the ~~Chief of Police~~ **Police Chief** where it appears that the ~~masseur, masseuse or~~ massage therapist has been convicted of any offenses enumerated in Section **625.100(B)**.
- B. The ~~Chief of Police~~ **Police Chief**, before revoking or suspending any ~~masseur, masseuse or~~ massage therapist permit, shall give the ~~masseur, masseuse or~~ massage therapist at least ten (10) days' written notice of the examination into his/her conviction record and the opportunity for a public hearing before the ~~Chief of Police~~ **Police Chief**, at which hearing the ~~Chief~~ **Police Chief** shall determine the relevant facts regarding the occurrence of the conviction.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.63 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.63.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 3, 2023
Originator: Jeana Woods, City Administrator
Presenter: Todd Davis, Police Chief

Agenda Item:

Discussion - Communication Service Contract regarding dispatch services for the City of Lake Ozark.

Requested Action:

Discussion

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

None

Budgeted Item:

Not Applicable; Contract has anticipated incoming revenue for services.

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

Over the past few years, internal conversations with our neighboring cities regarding joining forces for dispatch services for our immediate area have occurred, and over the past several months we have been working with the City of Lake Ozark team specifically, which included both City's Police Chiefs, City Administrators, and various other department managers. Currently, the City provides dispatch services for the Osage Beach Fire Protection District.

The benefits of local governments combining communication centers for dispatching emergency services are many, but include cost savings and shared resources of operating one center. For example, technology and equipment improvement costs are

more efficiently shared by all parties and a shared workforce pool is more effective than multiple entities competing for the same workforce. This is a successful structure of operations nationally.

Currently, the City of Osage Beach communication center dispatches our City police and ambulance service and the Osage Beach Fire Protection District (OBFPD), which has been under contract with the City for many years. This is a similar contract presented specifically to the City of Lake Ozark based on their estimated call volume and call service needed.

Currently, the City's communication center handles a total of approximately 35,000 calls annually. Lake Ozark's estimated calls will make up 18% of the total call volume if the service is absorbed into our current operations. Based on current and 5-year cost projections for expenditures, including capital expenditure and investment through FY2026, the fee structure outlined in the contract fairly represents their share of the center's resource spend. The contract outlines annual review of expenditures and financial resources and allows for applicable adjustments as needed, as also outlined in the OBFPD's contract.

This agreement and necessary items to ensure the transition is best for both cities, the details have not been taken lightly as both cities struggle with not only ensuring financial resources are appropriate to operate and improve technology and equipment, but to address staffing concerns. Recently, our center has run on historically low staffing levels, below the normal 80% staffing level as has been seen over the past decade. Our Lake region has not been immune to this national workforce issue for public safety. Because of this, the contract outlines that the *"Agreement shall be contingent upon Osage Beach hiring sufficient dispatchers (whether they be Lake Ozark's former dispatchers or other personnel) to provide the Services"*. This is a similar contract service contingency as seen in the recent SRO contract ensuring we have the appropriate level of staff to provide additional service.

In addition to the staffing contingencies within the contract, ensuring the appropriate equipment and service testing will be required by both entities to ensure quality of service is met with the right equipment needed to expand the geographic area, prior to any service switch/activation. Ongoing conversation and logistics continue.

Enclosed:

- Daft service contract, approved by the City of Lake Ozark on July 25, 2023
- City of Lake Ozark memo dated July 28, 2023

COMMUNICATION SERVICES AGREEMENT

THIS COMMUNICATION SERVICES AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“City”) and the City of Lake Ozark, Missouri (“Lake Ozark”), on the following terms.

WHEREAS, the parties are political subdivisions of the State of Missouri; and

WHEREAS, Lake Ozark is desirous of contracting Osage Beach to provide public safety communication services to Lake Ozark, and Lake Ozark to pay compensation to Osage Beach for said services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, the Parties covenant and agree as follows:

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

- a. **“Public Safety Communications Services”** or the **“Services”** shall mean and include the receipt of both emergency and non-emergency calls within the geographical boundaries of Lake Ozark, mutual aid requests outside of the geographical boundaries of Lake Ozark and the transmittal of information regarding those emergency and non-emergency calls to Lake Ozark personnel;
- b. **“Police Chief”** shall mean the Police Chief for the referenced city;
- c. **“Communication System”** shall mean the hardware and software needed to operate the Osage Beach Communications Center;
- d. **“Communications Center”** shall mean the Communication System and all personnel employed to operate the Communication System, including but not limited to dispatchers and other support personnel;
- e. **“Dispatch Supervisor”** shall mean the Osage Beach Dispatch Supervisor or such other person designated by the Osage Beach Police Chief to manage the Communications Center.

2. **Osage Beach’s Obligations.**

- a. *Services.* Osage Beach shall provide all Public Safety Communications Services for Lake Ozark during the Term of this Agreement.

- b. *Insurance.* Osage Beach shall purchase and maintain insurance which insures the Communications Center and Communications System. Osage Beach shall purchase and maintain such other insurance as it deems necessary in its sole discretion.
- c. *Expenses.* Osage Beach shall endeavor at all times to maintain all equipment, whether owned, leased or otherwise obtained, in good working order and suitable to meet the joint needs of the parties. Osage Beach assumes all responsibility and expense for the providing of necessary equipment, equipment replacement, equipment upgrades, utility costs and other incidental expenses in the Communications Center, not covered elsewhere in this agreement and deemed necessary in the sole judgment of the City for proper operation of the Communication System

3. Lake Ozark's Obligations.

- a. *Payment.* Lake Ozark hereby agrees to pay Osage Beach to provide Public Safety Communications Services through its Communications Center as follows:
 - i. For the remainder of 2023, the sum of \$10,000.00 per month due on the first of every month beginning _____ 1, 2023.
 - ii. For calendar year 2024, the sum of \$120,000.00 due in quarterly installments on January 1, April 1, July 1, and October 1, 2024.
 - iii. For calendar years 2025 and thereafter, Osage Beach will increase the amount due after review of its expenses incurred in providing the Services and notify Lake Ozark no later than October 31 of the preceding year of any increase (which shall be no more than 5% per year).
- b. *Insurance.* Lake Ozark shall purchase and maintain insurance which covers Lake Ozark and its employees' use of the Communications Center and names Osage Beach as an additional insured therefor. Lake Ozark shall purchase and maintain such other insurance as it deems necessary in its sole discretion.
- c. *Lake Ozark System.* Lake Ozark currently operates its own communications system. Lake Ozark shall power down and maintain its system as-is, and Osage Beach shall be permitted to activate and use Lake Ozark's existing system as a backup in case of emergency or other unexpected need.

4. Mutual Obligations.

- a. *Consultation.* The Police Chiefs and Dispatch Supervisor, or their designees, should meet at least monthly to discuss items of mutual concern. Items of

mutual concern should include, but are not limited to the parties' current and future communications needs; changes to policies and procedures of the daily operations of the communication center; equipment upgrades or modifications to better serve the needs of the users; review Lake Ozark's call load and other services rendered pursuant to this Agreement.

- b. *Professionalism.* Each party 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). Each party shall treat the other's employees respectfully and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner. Each party shall ensure its personnel and any subcontractors comply with the other's policies while on the other party's property. Lake Ozark and its personnel and any subcontractors will comply with all reasonable instructions and requests by the Communications Center, and vice versa. Each party's property and resources are to be used only in ways that are consistent with their lawful intended purpose.
 - c. *Licenses, Permits.* Each party shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the subject matter of this Agreement.
5. **Term.** The Initial Term of this Agreement shall run from execution through December 31, 2025 (the "**Initial Term**"), unless canceled by either party as set forth below. Lake Ozark shall have the option to extend Term of this Agreement for two consecutive 12-month periods (i.e. calendar years 2026 and 2027) (each a "**Renewal Term**"). This Agreement shall automatically be extended to include the Renewal Term(s) unless Lake Ozark notifies Osage Beach by September 30 of the preceding year of its decision to opt out of the Renewal Term(s).
6. **Employees.** Lake Ozark intends to shut down its current communications center and separate its dispatchers; Lake Ozark shall be solely responsible therefor. Osage Beach hopes to hire Lake Ozark's dispatchers to work in its Communications Center. Once Lake Ozark has disclosed its plans to its employees, Osage Beach shall be permitted to meet with Lake Ozark's dispatchers to interview them for employment. This Agreement shall be contingent upon Osage Beach hiring sufficient dispatchers (whether they be Lake Ozark's former dispatchers or other personnel) to provide the Services herein.
7. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the respective party's Board of Aldermen. In the event a 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 or provide for services under this Agreement, the Agreement shall terminate as provided herein.

8. **Transition Expense.** Osage Beach shall not be obligated to pay or liable for any cost incurred by Lake Ozark prior to execution of this Agreement. All costs to prepare and transition Public Safety Communication Services from Lake Ozark to Osage Beach shall be borne by the party incurring them.
9. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the other party.
10. **Discrimination Policy.** The parties do not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Neither party shall discriminate on any prohibited basis and shall comply with all applicable employment laws.
11. **Laws, Ordinances, and Regulations.** Each party shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to it or the subject matter of this Agreement. Each party 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, Lake Ozark, or Osage Beach.
12. **Other Governmental Units.** The parties understand and agree that Osage Beach, in its sole discretion, may provide communication services to other entities including political subdivisions by separate agreements.
13. **Anti-Israel Discrimination.** The parties certify they are 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.** Lake Ozark shall indemnify, save, and hold harmless Osage Beach, 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 Lake Ozark or its employees, agents, subcontractors, or assignees arising out of this Agreement.
15. **Sunshine Law.** All material submitted to either party may 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. Lake Ozark must include justification for the request. Osage Beach's

obligation to comply with the Sunshine Law supersedes any request by Lake Ozark that material be treated as proprietary or confidential.

16. **Termination.** Either party may terminate this Agreement without cause by giving six months' written notice to the other party. Either party may terminate this Agreement for cause upon written notice of any violation of this Agreement if such violation is not cured within 14 calendar days of such notice.

17. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For Osage Beach:

Police Chief

1000 City Parkway

Osage Beach, MO 65065

For Lake Ozark:

Police Chief

3162 Bagnell Dam Blvd.

Lake Ozark, MO 65049

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.

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. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

23. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR

TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

24. **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.
25. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
26. **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.
27. **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.

III. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

LAKE OZARK:
CITY OF LAKE OZARK, MISSOURI

BY: Michael Harmison Date
ITS: Mayor

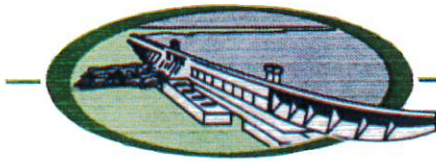
BY: Dennis Newberry Date
ITS: Mayor

Attest:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

BY: Kathy Vance Date
ITS: City Clerk



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

Date: July 28, 2023
To: Jeana Woods, City Administrator
City of Osage Beach
Re: Communications Services Agreement

I wanted to provide you with an update related to the City of Lake Ozark's recent action on the proposed Communications Services Agreement with the City of Osage Beach.

Chief Christiansen and I held a meeting with our current dispatchers on July 21st to advise them of the contract that our board would be reviewing, and also provided an overview to them of the severance package being provided by our city. Through the course of this meeting, they were informed that the City of Osage Beach had a high degree of interest in meeting with them to discuss employment, as a key component of this agreement as it relates to your interests was staff expansion. They share a high level of interest in meeting with your staff to discuss the hiring process, your benefits structure, and what will be necessary to succeed as an employee with your organization. We also made a point to communicate that this agreement was subject to the approval of both cities, and that we would be able to provide them with a clearer picture of the future soon. At the point where you can schedule a team meeting or individual meetings with these employees, please advise us so that we can ensure they are available to attend.

At our July 25th Board of Aldermen meeting, our elected officials reviewed the agreement and approved the bill supporting the agreement during its first reading. During our meeting, an individual currently employed in your Communications Center spoke regarding several perceived technical and workflow issues associated with a transition that they felt had not yet been addressed. While several of these issues have been discussed in the roundtable meetings held between our Police Departments' leadership and ourselves, our Board recognized that continuing these conversations is imperative for the success of an early partnership. I understand that Chief Davis and Chief Christiansen have a meeting with some of their respective team members scheduled next week to ensure these items are given the attention necessary and addressed appropriately. If this results in any necessary amendments to the proposed agreement, related to an adjusted timeline or technological improvements necessary on our end, I know that Attorney Rohrer will work alongside Attorney Bradbury to address them appropriately, in the same fashion that he provided review to the agreement as initially prepared.

Again, I thank you and your team for working closely with us the past few months to prepare this item in an appropriate manner, while handling this situation as delicately and professionally as possible. While much of the progress to date has been handled at the administrative level to avoid any undue distress and uncertainty to our respective employees prior to a general understanding being reached, I feel confident that the level of collaborative problem-solving and the strategic approach to this item will only increase moving forward, and can result in a service agreement that meets the functional needs of both entities, at a higher level than we can separately attain.

Please contact me with any questions or concerns on this issue.

Harrison D. Fry
City Administrator

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 3, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Discussion - For the emergency approval of the work being done to Rockaway Sewer Station by Travis Hodge Hauling for \$192,500.00

Requested Action:

Discussion - Rockaway Emergency Repairs

Ordinance Referenced for Action:

City Code Chapter 135.070.2.b: City Administrator or his/her designee shall obtain approval of emergency purchases equal to or greater than fifty thousand and one dollars (\$50,001.00) at the next Board of Aldermen meeting, if time permits, or by means of a concentrated effort to poll the Board of Aldermen to obtain an agreement of the majority.

Deadline for Action:

Not Applicable

Budgeted Item:

No

Budget Line Information (if applicable):

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

FY2023 Budgeted Amount: \$1,847,062

FY2023 Expenditures to Date (07/25/23): (\$ 77,121)

FY2023 Available: 1,769,941

FY2023 Requested Amount: \$129,500

Department Comments and Recommendation:

I have attached a quote from Travis Hodge and the email chain where I updated the Board on the situation at the Rockaway Sewer Station. The contractor has begun this emergency repair and work will intensify over the next week as we make these repairs. By the time this is approved we should be finishing this project up. I appreciate the Board's understanding and patience as we work through this issue.

All funds in the account have already been budgeted for other projects, so a budget amendment may be necessary.

City Attorney Comments:

Not Applicable

City Administrator Comments:

This discussion is for the purpose of official record and to provide an update on the project initiated under City Code Section 135 regarding emergency repairs. Any necessary budget amendments will be addressed when final invoices are processed.

Travis Hodge Hauling, LLC

PO Box 1064

Lake Ozark, MO 65049

Phone (573) 793-6600 Fax(573) 793-6603

PROJECT BID

Date	Bid #
7/18/2023	2023-29500

Name / Address
City of Osage Beach 1000 City Parkway Osage Beach, MO 65065

		Emergency Repair Rockway ...	
Description	Qty	Rate	Total
Base bid (per plans provided by Cochran Engineering) to replace wet well piping and 90 degree bend for all (3) pumps up to the check valve. Includes material called out in plans, but does not include pump guide rails, 16" Insert valves or 16" gate valves. This bid is contingent on being able to use the existing 16" gate valve and the 8" check valves to be able to stop the effluent flow into the station to perform the work necessary on the project. Alternate #1 to additionally replace base elbows, check valves, and gate valves (parts provided by the city) = \$25,000.00 This alternate bid is contingent on being able to drain the discharge line back into the wet well so that the check valves and gate valves can be changed. This alternate bid does not include any materials; all materials for the alternate are provided by the city. If a 16" gate valve or Insert valve is necessary to stop the flow of effluent to allow for bypass pumping while replacing gate and check valve, it will be in addition to the alternate bid provided. *Contractor is not responsible for lost effluent during the course of this project. This bid does not include the removal, damage, repair or relocation of any utilities except those in the scope of work described in the plans for this project. The contractor is not responsible for damage or repair to utilities that are not marked by Missouri One Call. This bid does not include any materials not specified in the plans and spec for this project and does not include the removal of any solid rock material.	1	129,500.00	129,500.00
Thank you for the opportunity to bid on your project!		Total	\$129,500.00

From: [Mike Welty](#)
To: [Board](#)
Cc: ["Dave Van Leer"](#); [Nathan Earp](#)
Subject: RE: Rockaway Sewer Lift Station
Date: Tuesday, July 18, 2023 3:33:00 PM
Attachments: [Bid Emergency Rockway Lift Station Repair.pdf](#)
[1323-111 -- Osage Beach Lift Station Repair.pdf](#)

Good Afternoon,

Both quotes for this emergency work are attached.

Poll:

Option 1 ESS = \$302,790.00

Option 2 Travis Hodge = \$129,500.00

Option 3 Do nothing.

Eric Howell with Cochran Engineering, Nathan Earp, our Sewer Superintendent, and I all agree that we should go with Travis Hodge. We do not like some of the exclusions provided in the EES quote in addition to the price being so high. Travis Hodge is much more familiar with our system, and he is a local contractor. ESS is high because they are not as sure of what they will run into, and they are trying to account for everything that might come up.

Before I can move forward, I must get an agreement of the majority of the board members through a poll. Once I receive 4 responses for one of the options I will move forward.

I would ask that you respond to this email with option 1,2, or 3.

Again, our recommendation is to go with option 2.

Please respond as quickly as possible. There is a 3-to-4-day lead time on some of the things that the contractor needs, and I would like to get them started at the end of this week.

Thanks for your patience. Please call me with any questions (573-286-3704).

Mike Welty
Assistant City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
(573)302-2000 ext. 1011
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mwelty@osagebeach.org
www.osagebeach.org

**"OPTIMISM IS THE FAITH THAT LEADS TO ACHIEVEMENT. NOTHING CAN BE
DONE WITHOUT HOPE AND CONFIDENCE "** HELEN KELLER

From: Mike Welty
Sent: Monday, July 17, 2023 1:50 PM
To: Board <board@osagebeach.org>
Cc: Dave Van Leer <dvanleer@cochraneng.com>; Nathan Earp <nearp@osagebeach.org>
Subject: RE: Rockaway Sewer Lift Station
Importance: High

Good Afternoon,

I just wanted to give everyone an update. I have been in contact with both contractors that we asked to provide quotes. They are both waiting on some costs for the bypass pumping before they can provide me with the quotes, and I do not expect to hear from them until tomorrow morning.

The situation at Rockaway has not gotten any worse but continues to be a high concern and must be address as soon as possible. Expect the email where I will poll the board around mid-day tomorrow.

Mike Welty
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"OPTIMISM IS THE FAITH THAT LEADS TO ACHIEVEMENT. NOTHING CAN BE DONE WITHOUT HOPE AND CONFIDENCE" HELEN KELLER

From: Mike Welty <mwelty@osagebeach.org>
Sent: Friday, July 14, 2023 9:16 PM
To: Board <board@osagebeach.org>
Cc: Dave Van Leer <dvanleer@cochraneng.com>; Nathan Earp <nearp@osagebeach.org>
Subject: Rockaway Sewer Lift Station
Importance: High

Good Evening,

Yesterday afternoon, while inspecting the ATS Generator Transfer Switch at the Rockaway Lift station we found that the station was only running on one pump. This station contains 3 84 HP pumps and is the City's second most important sewer station. It is located across the parkway from Bandana's BBQ behind the shopping center. We were aware of broken plumbing on one of the pumps and this station was included in a lift station Rehab project that was recently bid out, but we did not receive any bids. This station is visited regularly, so we were surprised to find that only one of the pumps was working during our visit to the station yesterday.

Upon closer inspection, there is now broken plumbing attached to two of the three pumps which means that those two pumps will not work properly until the plumbing attached to them is fixed. The plumbing attached to the middle pump is intact and working but shows signs of stress. The gate valves and check valves in this station are also in poor condition, 20 years old and were to be replaced in the bid that was put out. We are now facing down a very dangerous situation where we have no redundancy at this station. If the plumbing attached to the middle pump were to fail it would result in 1000's of gallons of sewage being split in a high traffic commercial area. Action must be taken immediately!

Right before Jeana left for vacation yesterday, I updated her on the situation and got direction from her. After weighing our options we have decided to move forward with section 135.070.2.b (Emergency Purchases) of the City Ordinances. This section of the ordinance gives me, as Jeana's designee, the authority to poll the board to obtain approval for emergency purchases that exceed \$50,000.

Both the City Engineer, Dave Van Leer, and our new Sewer Superintendent, Nathan Earp, concur with my assessment. The three of us have come up with the following plan.

1. In the event that the plumbing breaks before we can get a contractor in place to fix this problem, we have a couple of plumbing companies ready to assist with manually pumping this station. Unfortunately, that won't be enough so we have also found a rental company that can provide a bypass trailer pump within a few hours of being notified. Even if we can put all of this in place, we would be hard pressed to avoid an overflow.
2. Our sewer department is watching the station very closely so that we can do our best to anticipate any more problems.
3. We also reached out to two different contractors and asked them to provide me with quotes to fix the broken plumbing asap. We expect to have those quotes late in the day on Monday or early Tuesday morning. I feel that getting two quotes provided us with at least some semblance of competitive bidding. Both contractors are aware that they are not the only contractor we contacted.
4. As soon as I receive those quotes and we review them, I will poll the board via this email chain. Assuming I can obtain an agreement of the majority to proceed through the poll, the contractor will immediately begin constructing a bypass so the station can be emptied, and the plumbing repaired. We have already exposed the lines and are prepared to have a temporary by pass installed. Some parts have already been ordered. There were other improvements included in the original bid for this station that are not considered an emergency to repair, and those items will be rebid out in a project later.

Please watch your email for a follow up email either late Monday or early Tuesday morning. We are doing the best we can to avoid this stations overflowing. I have complete confidence in our sewer crew and believe that we have a good plan in place. You are welcome to call me (573-286-3704) if there are any questions you have that I did not answer here.

I apologize for the long email, just feel it is important to provide all the details under the

circumstances. Have a good weekend!

135.070

Emergency Purchases.

[Ord. No. 21.34, 7-1-2021]

1.

Defined. An emergency is a disaster declared by the Mayor or when a breakdown in machinery or equipment or termination of essential services that may vitally affect the health, safety, or welfare of the employees or the public.

2.

Authority And Responsibilities. The approval authority is set forth as follows:

a.

City Administrator. Approval of emergency purchases equal to or less than fifty thousand dollars (\$50,000.00).

b.

Board of Aldermen. City Administrator or his/her designee shall obtain approval of emergency purchases equal to or greater than fifty thousand and one dollars (\$50,001.00) at the next Board of Aldermen meeting, if time permits, or by means of a concentrated effort to poll the Board of Aldermen to obtain an agreement of the majority.

Mike Welty
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Mayor / Board of Aldermen

DEPARTMENT UPDATE LIST – As of August 3, 2023

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

Notes:

City Staff contact noted.

Estimated delivery/completion noted.