

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

November 16, 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

PROCLAMATIONS

- A. Proclamation authorizing the Mayor proclaim the month of November as National American Heritage Month

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting November 2, 2023
Special Budget Workshop #1 October 24, 2023
Special Budget Workshop #2 October 26, 2023
Special Budget Workshop #3 October 30, 2023
- ▶ Bills List - November 16, 2023

UNFINISHED BUSINESS

- A. Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount; changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *Second Reading*
- B. Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, Section 125.240.A. Other Employee Benefits: Insurance, and Section 125.240.C. Retirement Plans. *Second Reading*

NEW BUSINESS

- A. Resolution 2023-04 - A resolution of the City of Osage Beach, Missouri, authorizing disposal of records according to the Missouri Records Retention Schedule
- B. Bill 23-81 - An ordinance of the City of Osage Beach, Missouri, authorizing, establishing and providing for the election procedure to be followed for the General Municipal Election to be held on April 2, 2024, in the City of Osage Beach, Missouri. *First Reading and Second Reading*
- C. Bill 23-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Raftelis Consultants INC, (DBA Raftelis) for a Public Works Operational Review and Assessment Project for an amount not to exceed \$55,000. *First and Second Reading*
- D. Bill 23-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating for the Bluff Drive Shoulder Improvement Project for an amount not to exceed \$146,585.00. *First Reading*

- E. Bill 23-84 - An ordinance of the City of Osage Beach, Missouri, amending section 110.110 providing for the Regular Board of Aldermen Meetings to begin at the hour of 5:30 pm on the first and third Tuesdays of each month. *First Reading*

STAFF COMMUNICATIONS

- A. Department Update List - November 16, 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.



**NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION
AMERICAN INDIANS COMMITTEE**

Proclamation

National American Indian Heritage Month

- WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and
- WHEREAS**, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and
- WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and
- WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and
- WHEREAS**, in honor of National American Indian Heritage Month, community celebration as well as numerous cultural, artistic, educational, and historical activities have been planned;
- NOW THEREFORE**, I Michael Harmison as Mayor of the City of Osage Beach do hereby proclaim November as National American Indian Heritage Month, in with appropriate programs, ceremonies and activities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 16th day of November 2023.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 2, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, November 2, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Justin Hoffman, and Alderman Kevin Rucker. Absent Alderman Bob O'Steen and Alderman Kellie Schuman. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Building Official Ron White, and City Planner Cary Patterson.

CITIZEN'S COMMUNICATIONS

Chad Kautz – Food Truck Ordinance has concerns with not having distance within the ordinance.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 23-76 - An ordinance of the City of Osage Beach, Missouri, approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 23-76. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-76 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Rucker. Bill 23-76 was passed and approved as Ordinance 23.76. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-77 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card required for Peddlers and Solicitors - available for Canvassers, Section 610.040 Fees, Section 610.060 Contents for Application, Section 610.170 Additional Requirements for Mobile Food Establishments for purposes of the City Code for various as set forth. *Second Reading*

Alderman Hoffman made a motion to table Bill 23-77. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

NEW BUSINESS

Bill 23-78 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction Corp. to do the Sands Gravity Sewer Main Replacement project for a not to exceed amount of \$383,265.00. *First Reading and Second Reading*

The Bid Tab for First Choice Septic Pumping was an incomplete bid not showing the full bid amount of \$450,000.

Alderman Hoffman made a motion to approve the first reading of Bill 23-78. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Alderman Marose made a motion to approve the second reading of Bill 23-78. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-78 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Ross, Alderman Hoffman, Alderman Rucker. Bill 23-78 was passed and approved as Ordinance 23.78. Absent Alderman O'Steen and Alderman Schuman

Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount; changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-79. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, and Section 125.240.A. Other Employee Benefits: Insurance. *First Reading*

Alderman Rucker made a make a floor amendment to change sections that pertain to 3% to retirement. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Alderman Ross made a motion to remove Truman Day and Lincoln Day from leave calendar. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Alderman Rucker made a motion to approve the first reading of Bill 23-80 with 2 floor amendments. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for an updated not to exceed price of \$250,133.81.

Alderman Ross made a motion to approve the purchase of an International 16' dump truck with plow from Rush Truck Centers for an updated not to exceed price of \$250,133.81. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$172,180.50, plus shipping costs.

Alderman Ross made a motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$172,180.50, plus shipping costs. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Motion to approve the installation of a Vapex Odor Control unit at Sands Liftstation from Vapex Environmental for a not to exceed cost of \$160,000.

Alderman Ross made a motion to approve the installation of a Vapex Odor Control unit at Sands Liftstation from Vapex Environmental for a not to exceed cost of \$160,000. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O'Steen and Alderman Schuman.

Discussion - Modifying Board of Aldermen Meeting Time and Dates.

Mayor Harmison would like to move the time and day. The board are considering changing the time to 5:30 pm on either Tuesday or Wednesday.

Staff was directed to bring an ordinance to the next meeting with modified days and times.

STAFF COMMUNICATIONS

Mayor / Board of Aldermen

DEPARTMENT UPDATE LIST – As of November 2, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, completion November.
- Emergency generator back up plan for city (*PW Department*)
 - FY2024 Budget inclusion.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review November.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*) o Employee Benefits – re: LAGERS
 - Workshop schedule for January 11, 2023, 6 PM.
- Employee Survey Results
 - Estimated completion November.
- Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update o L/S Panel Replacement Plan (*Public Works Department*) □
 - FY2024 Budget inclusion.
- Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
- Private Street Inventory (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion; Project list to be discussed during budget workshops in October.
- Sidewalk Master Plan (*Asst. City Administrator, M Welty*) □ Updated plan for Mayor/Board discussion TBD.
- Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in November.
- Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
- 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.

City Administrator Woods for HR Generalist M Raye - 80% filled Open positions in several different departments. All current open positions should be on the website. First week in December the board will receive draft 2 of the budget.

Assistant City Administrator Welty the new interactive leaf pick up is up and running and that is a huge thank you to Thomas Ehlinger.

City Attorney Bradbury updated on Tan Tar A - A date has been set to go over the utility contract with all interest parties. Police Chief Davis Saturday Veterans Day Parade next November 11, 2023.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Thank Staff on all the work on the budget work.

Alderman Hoffman – Thank you to the staff for all work on the budget.

Alderman Marose – Staff did a great job on the budget. Went in a sat in on 911 dispatch office, please if you have not visited with those in dispatch please do so. It is very eye opening.

Alderman Ross – Thank you to Annie Wallander for notarizing some papers at the last minute for us.

Mayor Harmison – Great job to the staff for the budget process.

Alderman Marose made a motion to adjourn at 7:40 pm. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote. Absent Alderman O'Steen and Alderman Schuman.

ADJOURN

The meeting adjourned at 7:40 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 November 2, 2023, and approved November 16, 2023.

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
October 24, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #1 Meeting on Tuesday October 24, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Phyllis Marose, Alderman Ross, and Alderman Kevin Rucker. Absent Alderman Bob O'Steen and Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office.

Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Treasurer Kerri Bell, Police Chief Todd Davis, Parks and Rec Manager Eric Gregory and Human Resources Generalist Michael Raye.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. FY2024 Operating Budget Draft v1 - Budget Workshop #1

Budget Summary:

Five-Year Cash Flow Estimates and Reserve Summary

Personnel Expenditure Summary - All Funds

Operations & Maintenance (O&M) Expenditure Summary - All Funds

Capital Expenditure Summary - All Funds Debt

Summary

Parks & Recreation (Department 10-10)

Police (Department 10-14)

911 Communications (Department 10-15)

Emergency Management (Department 10-20)

Ambulance Fund Revenue and Expenditures (Fund 40)

Staff were asked to bring a new recommendation on a waited salary sheet.

Staff will bring back more information on retirement numbers.

Alderman Ross asked if the meeting scheduled for Thursday October 26th could be moved to 5:30pm. All the Aldermen in attendance gave a verbal okay.

Alderman Ross made a motion to adjourn. This motion was seconded by Alderman Hoffman. Motion passes with voice vote.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 9:05 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 October 24, 2023, and approved November 16, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
October 26, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #2 Meeting on Thursday October 26, 2023, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Phyllis Marose, Alderman Ross, Alderman Kevin Rucker, Alderman Bob O'Steen. Absent Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office.

Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Treasurer Kerri Bell, Lieutenant Tim Taylor, Airport Manager Ty Dinsdale, IT Manager Mikeal Bean, Building Official Ron White, City Attorney Cole Bradbury.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. FY2024 Operating Budget Draft v1 - Budget Workshop #2

General Fund Revenue and Expenditures (Fund 10)

Revenue Summary

Department Expenditures:

Board of Aldermen (Department 10-01)

Collector (Department 10-02)

City Administration (Department 10-03)

City Clerk (Department 10-04)

City Treasurer (Department 10-05)

Municipal Court (Department 10-06)

City Attorney (Department 10-07)

Building Inspection (Department 10-08)

Building Maintenance (Department 10-09)

Human Resources (Department 10-12)

Overhead (Department 10-13)

Planning (Department 10-16)

Information Technology (IT) (Department 10-19)

Economic Development (Department 10-21)

Capital Improvement Tax (CIT) Fund Revenues and Expenditures (Fund 19)

Airport Funds - Lee C Fine and Grand Glaize - Revenues and Expenditures (Fund 45, Fund 47)

Component Units - Revenue and Expenditures

Alderman Hoffman made a motion to adjourn. This motion was seconded by Alderman Marose. Motion passes with voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:44pm. 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 October 26, 2023, and approved November 16, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
October 30, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #3 Meeting on Monday October 30, 2023, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Phyllis Marose, Alderman Ross, Alderman Kevin Rucker, Alderman Bob O'Steen and Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office.

Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Treasurer Kerri Bell, Police Chief Todd Davis, Public Works Water Department Wilber, Transportation R. Long, Sewer N. Earp, Public Works GIS T. Ehlinger, Cochran D. Van Leer,

UNFINISHED BUSINESS

None

NEW BUSINESS

FY2024 Operating Budget Draft v1 - Budget Workshop #3

Engineering (Department 10-18)

Transportation Fund Revenue and Expenditures (Fund 20)

Water Fund Revenue and Expenditures (Fund 30)

Sewer Fund Revenue and Expenditure (Fund 35)

Alderman O'Steen arrived at 6:15 pm

The Board directed the City Administrator and City Attorney to get the Cochran and get more information on the project that pertains to Tan Tar A Sewer System.

Alderman Ross made a motion increasing the retirement plan to 3%. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote.

Alderman Ross made a motion to not fund the Veteran's Memorial out of the CIT Fund. This motion was seconded by Alderman Marose. Motion passes with 5 Ayes and 1 Nay.

Alderman Rucker made a motion to keep HR Clerk and IT Support Specialist and eliminate the Communication Specialist and Economic Development Specialist from the Budget. This motion dies for lack of second.

Alderman Hoffman made a motion to remove the Parks parking lot reconstruction (pavement of \$601,300) from the budget. This motion was seconded by Alderman Ross. Roll call vote was taken "Ayes" Alderman Hoffman, Alderman Ross. "Nays" Alderman Rucker, Alderman Schuman, Alderman Marose, Alderman Rucker. Motion fails 4 Nays to 2 Ayes.

Alderman Rucker made a motion to adjourn. This motion was seconded by Alderman Schuman. Motion passes with voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:50 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 October 30, 2023, and approved November 16, 2023.

Tara Berreth/City Clerk

Michael Harmison/Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
November 16, 2023**

Bills Paid Prior to Board Meeting	\$	124,616.66
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Payroll Paid Prior to Board Meeting	\$	148,704.78
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SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	349,130.90
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Total Expenses	\$	622,452.34
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,191.00
			Fed WH	11,384.78
		INTERNAL REVENUE SERVICE	FICA	8,138.92
			Medicare	1,903.46
		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
			Loan Repayment	112.29
			Retirment 457 &	3,229.57
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	538.06
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
		LACLEDE COUNTY CIRCUIT CLERK	OTHER AGENCY CASH BOND	300.00
		OPTUM BANK INC	HSA Contribution	388.33
			HSA Family/Dep. Contributi	1,807.24
		ONE TIME VENDOR	Bond Refund:190049312-01	105.50
			Bond Refund:190049312-01	103.00
			OTHER AGENCY CASH BOND	<u>174.00</u>
			TOTAL:	36,192.16
Mayor & Board	General Fund	MAROSE, PHYLLIS	REIMB MCA CONVENTION-MAROS	50.00
		BOWMAN, KAREN	BOARD OF ADJ MTG 10/18/23	25.00
		JONES, LARRY	BOARD OF ADJ MTG 10/18/23	25.00
		GROSS, RANDY	BOARD OF ADJ MTG 10/18/23	25.00
		CATCOTT, FRED	BOARD OF ADJ MTG 10/18/23	25.00
		BICKLE, BOB	BOARD OF ADJ MTG 10/18/23	<u>25.00</u>
			TOTAL:	175.00
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,802.67
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	193.77
			Medicare	45.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.50
			Retirement 401	195.01
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	560.35
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	615.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	143.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.57
			Retirement 401	609.48
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,657.66
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	102.65
			Medicare	24.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	17.19
			Retirement 401	103.14
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	321.99
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	<u>353.59</u>
			TOTAL:	863.35
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	620.87
			Medicare	145.20
		MISSIONSQUARE RETIREMENT	Retirement 401%	103.57
			Retirement 401	621.45
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,716.09
Building Maintenance	General Fund	REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	301.90
		INTERNAL REVENUE SERVICE	FICA	64.75
			Medicare	15.14
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 9/15-10/16/23	30.00
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	3,772.64
Parks	General Fund	REPUBLIC SERVICES #435	PARK TRASH SERVICE	171.30
		INTERNAL REVENUE SERVICE	FICA	459.40
			Medicare	107.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	353.74
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 10/12/2	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 9/12-10/1	15.59
		IN SIGHT VINYL GRAPHICS LLC	DIGITAL SIGN REPAIR	780.00
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	2,071.20
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.19
			Retirement 401	193.13
		RAYE, MICHAEL	REIMB MEAL/PRKNG MPR CONF-	45.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	602.66
Overhead	General Fund	IMAGE QUEST	COPIER QUARTERLY MAINT	<u>7.08</u>
			TOTAL:	7.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,398.89
			Medicare	794.91
		MISSIONSQUARE RETIREMENT	Retirement 401%	508.46
			Retirement 401	3,180.27
		IMAGE QUEST	COPIER QUARTERLY MAINT	7.08
		CAPITAL ONE, N.A.	DOG FOOD	15.98
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	9,143.09
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	1,063.84
			Medicare	248.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	83.88
			Retirement 401	658.91
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 10/21-11/2	129.98
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	2,560.40
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	33.63
			Retirement 401	201.77
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	558.73
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	184.89
			Medicare	43.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	30.91
			Retirement 401	185.49
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	519.53
Economic Development	General Fund	REPUBLIC SERVICES #435	SPECIAL EVENT TRASH SERVIC	342.52
		THORNI RIDGE EXOTICS LLC	2023 FALL FEST PETTING ZOO	<u>1,150.00</u>
			TOTAL:	1,492.52
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	370.79
			Fed WH	850.19
		INTERNAL REVENUE SERVICE	FICA	675.12
			Medicare	157.88
		MISSIONSQUARE RETIREMENT	Retirment 457 &	78.28
			Retirement 457	188.01
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>116.41</u>
			TOTAL:	2,476.68
Transportation	Transportation	REPUBLIC SERVICES #435	TRANS TRASH SERVICE	80.76
		INTERNAL REVENUE SERVICE	FICA	675.12
			Medicare	157.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	77.77
			Retirement 401	556.13
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.36
		PETTY CASH	TRUCK WASH	4.00
			JERSEY GLOVES	8.00
			TRUCK WASHES	10.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRUCK WASH	12.00
			TRUCK WASH- TRK #62	7.00
			TRUCK WASH- TRK #53	7.00
			TRUCK WASH	5.00
			TRUCK WASH	7.00
			TRUCK WASH	9.00
			TRUCK WASH	10.00
			TRUCK WASH	5.00
			TRUCK WASHES	30.25
			TRUCK WASHES	20.00
		CAPITAL ONE, N.A.	WATER & FRESHENER TABLETS	77.32
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	<u>596.07</u>
			TOTAL:	2,670.41
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	415.71
		INTERNAL REVENUE SERVICE	Fed WH	1,061.09
			FICA	733.66
			Medicare	171.58
		MISSIONSQUARE RETIREMENT	Retirment 457 &	303.04
			Retirement 457	100.99
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	<u>137.79</u>
			TOTAL:	2,996.36
Water	Water Fund	REPUBLIC SERVICES #435	WATER TRASH SERVICE	80.76
		INTERNAL REVENUE SERVICE	FICA	733.66
			Medicare	171.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	104.06
			Retirement 401	624.35
		BRENNTAG MID SOUTH INC	SODIUM HYPOCHLORITE	6,527.70
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.36
		PETTY CASH	JERSEY GLOVES	7.99
		STOUFER, TOMMIE L	MILEAGE REIMB 10/14-10/20/	47.16
		LUTTRELL, JOHN	MILEAGE REIMB 9/23-9/29/23	33.41
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.24
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	<u>596.07</u>
			TOTAL:	9,241.83
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	778.50
		INTERNAL REVENUE SERVICE	Fed WH	1,607.91
			FICA	1,432.09
			Medicare	334.93
		MISSIONSQUARE RETIREMENT	Retirment 457 &	133.10
			Retirement 457	199.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>343.30</u>
			TOTAL:	5,153.83
Sewer	Sewer Fund	REPUBLIC SERVICES #435	SEWER TRASH SERVICE	80.76
		INTERNAL REVENUE SERVICE	FICA	1,432.09
			Medicare	334.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	144.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	1,072.92
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.37
		PETTY CASH	JERSEY GLOVES	7.99
			TRUCK WASH- TRK #50	7.00
			TRUCK WASH- TRK #60	6.00
			TRUCK WASH	8.00
			TRUCK WASH- TRK #64	10.00
		DUNCAN, CHRIS	MILEAGE REIMB 9/15-9/30/23	133.62
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,031.99
			GRINDER PUMPS & LIFT STATI	8,207.09
			GRINDER PUMPS & LIFT STATI	7,692.22
		MENARDS COMMERCIAL	WSHRS,BOLTS,CLAMPS,WISE	151.40
		CAPITAL ONE, N.A.	FRESHENER TABLETS	25.46
			WALKIE-TALKIE	56.00
			BATTERIES	9.18
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.51
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08
		COFFMAN, BILLY	MILEAGE REIMB 10/21-10/26/	43.23
			MILEAGE REIMB 10/22-10/23/	28.82
			TOTAL:	23,543.51
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	430.00
		INTERNAL REVENUE SERVICE	Fed WH	1,204.19
			FICA	970.25
			Medicare	226.91
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	160.43
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
			TOTAL:	3,540.66
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	970.25
			Medicare	226.91
		MISSIONSQUARE RETIREMENT	Retirement 401%	99.02
			Retirement 401	755.07
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	2,313.75
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	213.40
		INTERNAL REVENUE SERVICE	Fed WH	384.51
			FICA	368.85
			Medicare	86.25
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.26
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,247.81
Lee C. Fine Airport	Lee C. Fine Airpor	REPUBLIC SERVICES #435	LCF TRASH SERVICE	78.33
		INTERNAL REVENUE SERVICE	FICA	368.85
			Medicare	86.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.16
			Retirement 401	353.81
		DISH NETWORK	SERV 10/29-11/28/23	94.86
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	<u>851.93</u>
			TOTAL:	2,111.69
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	74.60
		INTERNAL REVENUE SERVICE	Fed WH	299.12
			FICA	257.19
			Medicare	60.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.48
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	789.55
Grand Glaize Airport	Grand Glaize Airpo	REPUBLIC SERVICES #435	GG TRASH SERVICE	78.33
		AMEREN MISSOURI	GG AP HANGAR 9/26-10/25/23	44.71
			GG TBLC EXT D 9/26-10/25/2	137.82
			GG AP SHOP 9/26-10/25/23	24.84
			957 AIRPORT RD 9/26-10/25/	12.77
			GG AP TBLC EXT D 9/26-10/2	22.63
			GG AP HANGAR 9/26-10/25/23	20.02
			GG AP SLEEPY 9/26-10/25/23	120.89
		INTERNAL REVENUE SERVICE	FICA	257.19
			Medicare	60.16
		KNAPHEIDE TRUCK INC	INSTALL SNOW PLOW- 2023 CH	2,813.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.42
			Retirement 401	246.52
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 10/16-11/15/2	110.16
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	<u>434.00</u>
			TOTAL:	4,513.46

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

10	General Fund	64,017.12
20	Transportation	5,147.09
30	Water Fund	12,238.19
35	Sewer Fund	28,697.34
40	Ambulance Fund	5,854.41
45	Lee C. Fine Airport Fund	3,359.50
47	Grand Glaize Airport Fund	5,303.01

 GRAND TOTAL: 124,616.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	SUN BADGE CO	SLIMLINE TWOTONE BADGE-HOF	<u>164.50</u>
			TOTAL:	164.50
City Clerk	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- J. LOFTIS	<u>44.50</u>
			TOTAL:	44.50
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	2024 DRY ERASE CALENDARS	37.45
			FILE FOLDERS & YELLOW CRD	<u>31.98</u>
			TOTAL:	69.43
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	RECEIPT BOOK & MONTHLY PLA	14.32
			DESK CALANDER	<u>6.02</u>
			TOTAL:	20.34
City Attorney	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- BRADBURY	<u>44.50</u>
			TOTAL:	44.50
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- BD3	66.95
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	75.87
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE	29.28
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	94.60
			BLDG DEPT UNIFORM RENTAL	1.36
		BEISHIR LOCK & SECURITY	REPLACE ELECTRIC LEVER-PD	508.49
		STAPLES BUSINESS ADVANTAGE	BATHROOM TOWELS	130.16
			PAPER TOWELS	45.47
			URINAL SCREEN	27.58
			PAPER PLATES	43.86
			FOAM CUPS & TOILET PAPER	137.36
			HOT CHOCOLATE	24.33
		AMAZON CAPITAL SERVICES INC	COFFEE	41.85
			HOT CHOCOLATE	16.90
			HUMIDIFIER PART	38.89
		GEO SERVICES LLC	HVAC MAINTENANCE- ARMORY	6,200.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			NOV WATER COOLER RENTAL	<u>38.00</u>
			TOTAL:	7,409.85
Parks	General Fund	PROFESSIONAL TURF PRODUCTS	PARTS FOR VENTRAC	1,057.51
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	5.80
			PARKS DEPT UNIFORM RENTAL	<u>7.80</u>
			TOTAL:	1,071.11
Human Resources	General Fund	NEW SPRING WELLNESS CENTER, LLC	2023 HLTH FAIR B12 INJECTI	<u>750.00</u>
			TOTAL:	750.00
Overhead	General Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER	<u>82.54</u>
			TOTAL:	82.54
Police	General Fund	MOTOROLA SOLUTIONS INC	REMOTE SPEAKER MICROPHONES	6,091.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	OIL CHNG/PRIORITY STRT-13	320.74
			OIL CHANGE- 2015 FORD SEDA	90.00
			OIL CHNG & WASHER HOSE-PD1	148.29
			OIL CHANGE- 2023 FORD INTR	90.00
			POWER STEERING REP- PD 24	1,436.49
		BEISHIR LOCK & SECURITY	INK FOR KEY CARDS	103.10
		STAPLES BUSINESS ADVANTAGE	PAPER, TONER, CALANDERS	381.04
			PLANNER, PENS, STICKY NOTE	<u>40.97</u>
			TOTAL:	8,701.83
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES OCT-DEC 2023	210.00
		MEDICAL PRIORITY CONSULTANTS INC	MPDS BCKP LIC 11/2023-10/2	147.00
		STAPLES BUSINESS ADVANTAGE	2024 MONTHLY PLANNER	7.73
		OMNIGO SOFTWARE	OMNIGO RMS SVC 12/2023-11/	77,383.52
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 11/1-11/3	<u>4,065.00</u>
			TOTAL:	81,813.25
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	NOV MANAGED SERVICES	5,806.20
			NOV EMAIL PHISHING SEC TRN	375.00
			NOV VULNERABILITY SCAN	499.00
			NOV BARRACUDA EMAIL SEC	1,476.00
			BARRACUDA RNWL 11/2023-10/	3,062.40
			PW REMOTE ACCESS 11/23-10/	<u>1,531.20</u>
			TOTAL:	12,749.80
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	SPEAKER DRIVER RPLCMNT	4,774.00
		AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	<u>270.00</u>
			TOTAL:	5,044.00
Transportation	Transportation	CAPITAL MATERIALS LLC	ASPHALT MIX- LOCUST & DOGW	685.10
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTER- LEAF VAC	30.26
			OIL FLTRS & AIR FLTR- LEAF	62.03
		DULLE OVERHEAD DOORS INC	PARTIAL GARAGE DOOR REPLCM	2,760.00
		MAGRUDER LIMESTONE CO INC	1" MINUS	204.25
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
		KWIK KAR WASH DETAIL LUBE	WINDOW TINT- VAN	232.90
		MEYER ELECTRIC CO INC	REP LIGHT POLE & FIXTURE-	6,143.00
			REP LIGHT POLE & FIXTURE-P	8,933.00
		CAPITAL TRUCK DRIVING INSTITUTE INC	ELDT RANGE TRNG- P. SCHILE	1,310.00
		AMAZON CAPITAL SERVICES INC	TAIL WHEEL PRTS-KUBOTA MOW	703.96
			HI VIS BIB PANTS- TRANSPO	162.22
		NICK'S TRUE VALUE HARDWARE	CAULK GUN	12.99
			NUTS- TRK #66	7.56
		RUSH TRUCK CENTERS OF MISSOURI INC	COOLANT SYSTM REP-DUMP TRK	18,515.57
			TANK AIR PRESS- TRK #66	<u>1,000.00</u>
			TOTAL:	41,112.84
Water	Water Fund	USABBLUEBOOK	DIFFUSER, GAUGES, HOSE	2,286.03
		HACH CO	CHLORINE REAGENTS	545.52
		DULLE OVERHEAD DOORS INC	PARTIAL GARAGE DOOR REPLCM	2,760.00
		CORE & MAIN LP	PARTS- HYVEE HYDRANT REPAI	428.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			3/4 X 1 COUPLERS & INSERTS	86.88
			1" CTS & STIFFNERS	451.00
			6/8 ALPHA VALVES	2,566.85
			6/8" WATER BIG	4,872.58
			10" WATER BIG	5,733.42
			12" WATER BIG	5,504.14
			WATER BIG REDUCERS	996.83
			#77 FLASH HYD & PVC PARTS	3,651.96
			ROMAC COUPLERS	10,040.64
		DETROIT INDUSTRIAL TOOL	SAW BLADES	476.99
		MAGRUDER LIMESTONE CO INC	1" MINUS- SLUMBERLAND BRK	126.30
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	146.54
			WATER DEPT FLOOR MATS	12.24
		REEVES-WIEDEMAN COMPANY	SAW BLADES	1,258.67
		NICK'S TRUE VALUE HARDWARE	WATER KEYS	95.76
			TOTAL:	42,207.03
Sewer	Sewer Fund	PURCELL TIRE & RUBBER CO	FLAT REPAIR- TRK #67	26.75
			REAR TIRE REPAIR- TRK #50	306.59
		ELECTRIC CONTROLS COMPANY INC	SVC CALL- 54-7 SANDS CNTRL	1,552.24
		MUNICIPAL EQUIPMENT CO	ROCKWAY REPLACEMENT PUMPS	69,589.72
			1 1/4" STAINLESS STEEL FTT	3,550.56
			FIBERGLASS BASIN- ELBOW CA	4,451.00
			29-5 REPLACEMENT HATCH	5,231.85
		CONSOLIDATED ELECTRICAL DISTR, INC	ELECTRICAL PARTS- ELBOW CA	296.47
			ELECTRICAL PARTS- STN 53-1	53.36
			ELECTTRICAL PRTS-443 ELBOW	62.32
			ELECTRICAL PRTS-443 ELBOW	20.74
			PARTS- TEST PANEL @ SHOP	17.27
		BUTLER SUPPLY CO	PARTS- 443 ELBOW CAY	689.54
			PARTS- 443 ELBOW CAY	109.99
			PARTS- 443 ELBOW CAY	164.09
			PARTS- ELBOW CAY	98.45
			PARTS- ELBOW CAY	372.41
		DULLE OVERHEAD DOORS INC	PARTIAL GARAGE DOOR REPLCM	2,760.00
		CORE & MAIN LP	16" EZ VALVE & INSTALL SVC	39,662.50
			BUSHINGS- BANDANAS	5.27
			PARTS FOR AIR RELEASE	598.21
		PRECISION AUTO & TIRE SERVICE LLC	LABOR & PARTS- #1 JEEP	175.12
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	210.19
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	211.69
			SEWER DEPT FLOOR MATS	12.25
		CAPITAL TRUCK DRIVING INSTITUTE INC	ELDT RANGE TRNG- E. HEGER	1,310.00
		AMAZON CAPITAL SERVICES INC	DESK CALENDARS	52.59
			DISPOSABLE GLOVES	160.49
		REEVES-WIEDEMAN COMPANY	THREADER DIE	107.15
			PIPE THREAD SEALANT	30.79
			PVC PARTS- STN 53-1	94.29
			PARTS- PROCTOR LINE BREAK	716.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PVC & STEEL PRTS-443 ELBOW	59.43
			PVC CONDUIT- ROCK LANE	9.59
			PVC PART- BLUFF G/S REPAIR	195.85
			PARTS- BLUFF G/S REPAIR	88.77
			STNLSS STEEL PRTS-BROADWTR	187.58
			PVC PARTS- BROADWATER G/S	51.59
		1ST CHOICE SEPTIC PUMPING LLC	PROFESSIONAL SVCS-SEWER	9,384.00
			EQUIP RNTL/PRTS-TTA/ SPIND	2,286.13
		NICK'S TRUE VALUE HARDWARE	FATMAX TAPE- TRK #65	38.99
			SQUARE STOCK FOR LIDS	<u>16.95</u>
			TOTAL:	145,034.29
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	AMB DEPT PANTS & SHIRTS	200.50
		PRECISION AUTO & TIRE SERVICE LLC	NEW BATTERY- M8	200.20
		STAPLES BUSINESS ADVANTAGE	TONER	69.21
		DOUGLAS G WILSON DO PC	OCT MEDICAL DIRECTOR SVC	1,000.00
		QUADMED INC	MEDICAL SUPPLIES	785.68
			MEDICAL SUPPLIES	<u>27.50</u>
			TOTAL:	2,283.09
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE & RUBBER CO	TIRE FOR TUG	150.05
		NAEGLER OIL CO	LCF EQUIP & SATELLITE FEE	60.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.59
			LCF UNIFORM RENTAL	7.59
		MESSICK FARM EQUIPMENT INC	FILTER	59.94
			V-BELT	<u>107.66</u>
			TOTAL:	392.83
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		NICK'S TRUE VALUE HARDWARE	NUTS & BOLTS- AP MOWER	<u>5.36</u>
			TOTAL:	59.30

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

10	General Fund	118,041.52
20	Transportation	41,112.84
30	Water Fund	42,207.03
35	Sewer Fund	145,034.29
40	Ambulance Fund	2,283.09
45	Lee C. Fine Airport Fund	392.83
47	Grand Glaize Airport Fund	59.30

GRAND TOTAL:	349,130.90
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City of Osage Beach

Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount; changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *Second Reading*

Requested Action:

Second Reading of Bill #23-79

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:

2023 has been an unprecedented year for new construction in Osage Beach. It is also the first full year that we have relied on Cochran Engineering to do the majority of our plan review and inspection services related to private construction. Additionally, the City has put a renewed emphasis on erosion control inspections in 2023. So far in 2023, Cochran engineering has provided plan review and inspection services for 27 private construction projects in and around Osage Beach. Over the course of the year, this has included hundreds of site visits, inspection reports, and the review of multiple updates to plans for many of these ongoing projects. This surge in plan review and inspection forced Cochran Engineering to hire additional staff just to keep up. For much of the summer, Cochran had 3 different inspectors working just to keep up with the workload we asked them to handle.

We will exceed the 600,000 limit put in place by Ordinance 22-96 last December. I recommend adding an additional \$175,000 to get us through the end of the year. This change was accounted for in the 2023 Forecast that was provided in your 2024 budget packet.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-79 is in correct form.

City Administrator Comments:

The First Reading was read and approved November 2, 2023. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING A CHANGE TO THE NOT TO EXCEED AMOUNT OF \$600,000 TO \$775,000 FOR FY2023 UNDER THE EXISTING CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, PROFESSIONAL SERVICE AGREEMENT

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

Section 1. The Board of Aldermen authorizes a new not to exceed amount of Seven Hundred and Seventy-Five Thousand Dollars (\$775,000.00) for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering to provide professional services, under substantially the same or similar terms and conditions as set forth in the contract previously approved in Ordinance 19.75.

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

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

READ FIRST TIME: November 2, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No.23.79 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. 23.79.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, Section 125.240.A. Other Employee Benefits: Insurance, and Section 125.240.C. Retirement Plans. *Second Reading*

Requested Action:

First Reading of Bill #23-80

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-80 is in correct form.

City Administrator Comments:

The first reading was read and approved with two amendments. 1) Exclude Lincoln's Birthday and Truman Day in the proposed, updated City holiday list (Section

125.120.E.9.), and 2) Update Retirement Plan to include a City match up to 3% from the current 1% (Section 125.240.C.1.).

The following summary of changes for the Board of Aldermen to consider are proposed benefit changes, effect January 1, 2024. Moreover, benefits applied to Section 110.290 will be active in City Code January 1, 2024, but applicable to the Mayor/Board members as member terms up for election are re-elected/elected in April Municipal elections 2024 and 2025 respectively.

Section 110.290 Mayor and Board of Aldermen - Benefits - These changes were requested by the Mayor and discussed at the Mayor and Board of Aldermen strategic planning session a few months ago. This increases the Mayor and Board of Aldermen's annual pay by 2 times and includes the Mayor and Board of Aldermen in the health, dental, and vision benefits as offered to all full-time employees as applicable by law, and as they become qualified by law. If approved, these changes will go into effect for the Mayor and Board of Aldermen respective members as each term is renewed following the municipal elections. For example, those current terms up for re-election in April 2024, benefit changes will apply post-election of those said positions. Those current terms up for re-election in April 2025, benefit changes will apply post-election of those said positions.

Section 125.030.A.2 - General Provisions: Non-Covered Parties - This is a clean up of what rules under Chapter 125 Appointed Officials are covered. Unless otherwise stated, certain sections of Chapter 125 do not apply to Appointed Officials due to their outlined appointments (hired vs. appointed), as stated in other sections of City Code. In reviewing the chapter, a few sections as originally stated the Appointed Officials were excluded, I found should be included in the best interest of the City. For example, closing identifying personnel records, background checks for employment, attendance and leaves, and defense and indemnification should apply to all, whether hired or appointed by the Mayor and/or Board.

Section 125.030.K.6. General Provisions: Nepotism - This is an added clarification from City Attorney.

Section 125.120.B. Attendance and Leaves: Annual Vacation Leave - Proposed benefit enhancement to the vacation leave accruals. Increasing these benefits could increase the cost of future payments upon employment separation. However, the City's vacation leave policies lag behind other organizations, both public and private, and enhancements will improve recruitment and retention. City wide, as of current employee count and years of service, this equates to less than 18% increase in total vacation accruals annually, roughly less than 40 weeks increase annually overall.

Section 125.120.E. Occupational Leaves: Holidays - Proposed benefit enhancements to City observed holidays. Our holiday benefits also lag with other organizations. A comparison is enclosed. Increasing our observed holidays has minimal cost impact on the FY2024 operating budget, approximately \$67,000 increase overall. The cost impact

is affected by how holiday pay is paid out. Non-shift workers receive normal compensation (8 Hours) for the holidays when the public offices are closed. For Shift workers, the law enforcement patrol officers, dispatch employees, and ambulance employees receive 12 hours per holiday and airport employees receive 8 or 10 hours per holiday depending on airport hours, and those employees receive a lump-sum payment at the end of the year for stated holidays whether they are worked or not by the shift workers. Shift workers may choose to use from their 'holiday bank' throughout the year, but more often than not the lump sum is paid out. We currently observe a minimum of 11 holidays, with 1 situational holiday when any Friday following a Thursday observed holiday occurs, the Friday is observed as well. Bill 23-80 requests to increase that to a minimum of 15 holidays, with 2 situational holidays. This request follows the State of Missouri and Camden County's observed holidays with a couple of exceptions.

Section 125.240 Other Employee Benefits - This is a request to discontinue the retirement benefit option to remain on the City's health insurance program at the expense of the retiree. This is removing a benefit that has not been used by any retirees in over a decade and the cost for actuarial services the City incurs to value Postretirement Health Insurance per GASB 75 outweighs said benefit offered. Governmental Accounting Standards Board (GASB) requires us to record a proportionate share of our net OPEB (Other Post-Employment Benefits) liability on our balance sheet and the actuarial service by third party is a cost necessary for that reporting relating to this benefit. Due to the insurance environment and the fact that COBRA coverage is mandated by law, it is unlikely to be cost beneficial for retirees to utilize said benefit as currently offered in the future, hence the lack of use to date.

FLOOR AMENDMENT

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 110.290 MAYOR AND BOARD OF ALDERMEN-BENEFITS; SECTION 125.030 - A.2. GENERAL PROVISIONS: NON-COVERED PARTIES; SECTION 125.030 - K.6 GENERAL PROVISIONS: NEPOTISM; SECTION 125.120 - B. ATTENDANCE AND LEAVES: ANNUAL VACATION LEAVE; SECTION 125.120 - E.9. ATTENDANCE AND LEAVES: OCCUPATIONAL LEAVES: HOLIDAYS, AND SECTION 125.240.A. OTHER EMPLOYEE BENEFITS – INSURANCE AND SECTION 125.240.C. RETIREMENT PLANS.

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

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:

Section 2. Section 110.290 **Mayor and Board of Aldermen — Benefits.**

The Mayor and Board of Aldermen shall receive retirement benefits, **health, dental, and vision benefits**, and 125 Medical Reimbursement, **in the same manner as offered to full-time employees as applicable by law**, as they become qualified under the law.

The Mayor shall receive compensation in the amount of ~~five thousand dollars (\$5,000.00)~~ **Ten Thousand Dollars (\$10,000)** per year plus one hundred dollars (\$100.00) per meeting. Board of Aldermen members shall receive compensation in the amount of ~~two thousand four hundred dollars (\$2,400.00)~~ **Four Thousand Eight Hundred Dollars (\$4,800)** per year plus seventy-five dollars (\$75.00) per meeting.

Section 3. Section 125.030 **General Provisions.**

A. Non-Covered Parties.

1. Volunteers, elected officials, police reserves, contractual, intermittent, seasonal, temporary, and PRN employees are not covered by these rules unless specifically included.
2. Appointed officials are not covered by these rules except as ~~they are covered~~ under **the following sections: Sections 125.020, 125.030, 125.035, 125.050, 125.200 and 125.210 through 125.240.** The Board may provide additional benefits to appointed officials **upon Board action.**
 - a. **125.010 Adopted – Purpose – Departmental Regulations.**
 - b. **125.015 Actions of Board – Copies of Rules and Regulations.**
 - c. **125.020 Definitions.**
 - d. **125.025 Policy Closing All Individually Identifiable Personnel Records.**
 - e. **125.030 General Procedures.**
 - f. **125.035 Reporting and disposition of Criminal Charges.**
 - g. **125.050 Pay and Compensation.**

- h. 125.060 Criminal Background Checks For City Employment.
- i. 125.120 Attendance and Leaves.
- j. 125.200 Employee Health and Safety.
- k. 125.210 Harassment.
- l. 125.220 Alcohol, Drug, and Controlled Substance Abuse.
- m. 125.230 Supplemental Policies.
- n. 125.240 Other employee Benefits.
- o. 125.250 Defense and Indemnification.

K. Nepotism. In addition to any restrictions or prohibitions placed upon the employment of relatives by the Missouri Constitution, the following guidelines are set in place:

1. Persons related to an elected official of the City shall not be employed by the City during the tenure of said elected official unless the employment precedes the election.
2. Persons related to an appointed official or any member of the management team, as defined within Chapter **125**, shall not be employed by the City in any department during the tenure of said appointed official or management team member. This Section shall not apply to persons employed by the City in their positions as of August 15, 2014.
3. Persons related to each other shall not be employed by the City in the same department. This shall apply to all City employees. For purposes of this Section, employees working within the departments of Law Enforcement, 911 Center, and Ambulance shall be considered as working within one (1) department and employees working within the Public Works Department, all employees under the direction of the Public Works Director, shall be considered as working within one (1) department.
4. For purposes of determining the applicability of this Section to candidates for employment by the City, the term "related" shall be defined to include any relationship by blood or marriage within the fourth degree.
5. Every employee shall promptly disclose to the City Administrator any relationship covered under this Section. The failure of any employee to make this disclosure in a prompt and timely manner shall be a violation of Sections **125.150(B)(1)** and **(16)** of this Code and will be subject to discipline under this Code.
6. In the event that the City Administrator considers a waiver of any of these rules under Section **125.030(K)** concerning nepotism to be in the best interest of the City, the City Administrator shall refer the matter to the Board of Aldermen for its consideration in a closed session of the Board after proper notice pursuant to Section 610.021.3, RSMo. **The Board of Aldermen may vote to grant a waiver of these rules under Section 125.030 (K) if it is in the best interest of the City and does not violate Article VII, Section 6 of the Missouri Constitution and any other constitutional provisions, statute, or ordinance.**

L. Gender. When any subject matter, party or person is described or referred to by words imparting the masculine or feminine, the other sex shall be deemed included.

M. Secondary Employment. In order to ensure the integrity of public service, to reduce conflicts of

interest, reduce risks to the City and public health and safety, and to ensure proper and efficient use of public resources, the City finds it necessary to govern all secondary employment. Denial of secondary employment may be appealed under Section **125.170**. Refer to Secondary Employment Policy dated 08/03/2017.

Section 125.120 Attendance and Leaves.

- A. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Administrator in the form and on dates specified. Employees that are absent after exhausting all leave balances will be subject to disciplinary action up to and including termination. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours may be grounds for immediate discharge.
- B. Annual Vacation Leave. The purpose of annual vacation leave is to enable each eligible employee to return to his/her work mentally refreshed. All full-time employees in the classified service shall be granted annual vacation leave with pay. ~~Probationary employees who have served less than one (1) year in the service of the City may not take vacation leave; however, vacation credits for the time so served shall be granted to each probationary employee who receives full-time employment.~~

1. Full-time employees shall receive vacation credits at the following rates:

Years of Service	Vacation Earned
0 – Beginning of Full-time Employment	1 x Standard Workweek, Excluding Overtime
1 Year	1 x Standard Workweek, Excluding Overtime
2 Years – 4 Years	2 x Standard Workweek, Excluding Overtime
5 Years – 9 Years	3 x Standard Workweek, Excluding Overtime
10 Years – 14 Years	4 x Standard Workweek, Excluding Overtime
15 Years +	5 x Standard Workweek, Excluding Overtime

- ~~a. Full-time employees with more than one (1) year of continuous service shall receive one (1) times the number of hours in a standard workweek, excluding overtime.~~
- ~~b. Full-time employees who have between two (2) years of continuous service and eight (8) years of continuous service shall receive two (2) times the number of hours in a standard workweek, excluding overtime.~~
- ~~c. Full-time employees who have more than eight (8) years of continuous service and up to fourteen (14) years of continuous service shall receive three (3) times the number of hours in a standard workweek, excluding overtime.~~
- ~~d. Full-time employees with more than fourteen (14) years of continuous service shall receive four (4) times the number of hours in a standard workweek, excluding overtime.~~
2. Vacation is granted at the end of each year of service, **excluding vacation time credited at the time**

of hire to be used within the first year of full-time service. Therefore, For example, vacation earned awarded for the first (1) year of service, 1 x Standard Workweek, Excluding Overtime, not belong belongs to the employee and available on their first (1) year of service date to the employee until the end of the year, on the first day of the second year. The employee will be credited with appropriate hours of vacation after each year of uninterrupted service as outlined hereinabove. The vacation leave granted for the previous year must be used prior to the end of the year when it is granted or the employee forfeits all rights to use or ownership. Also, see subparagraphs (3) and (4) below.

3. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department manager with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his/her annual vacation in a particular service year, such vacation shall be taken during the following service year. Length of service shall be used to resolve conflicts over vacation period between employees of the same class. Also, see Subsection (A) hereinabove and subparagraph (4) herein below.
4. No employee may accrue more vacation leave than could be earned in twelve (12) months of service without written permission of the department manager and the City Administrator. If employee is hospitalized while on vacation, those days will be charged to available personal leave with approval of the City Administrator or department manager.
5. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave; and the vacation leave shall be extended or credited accordingly.
6. Employees who have satisfactorily completed probation and completed at least one (1) year of service, and who terminate employment shall be paid in a lump sum for all granted vacation leave earned, but not used or forfeited, prior to the effective date of termination.
7. Employees with ~~fourteen (14)~~ Ten (10) or more years of continuous service may, at their option, exchange request to be paid-out up to one (1) week of available vacation balance at employee's current hourly/salary rate for up to one (1) week's wage/salary in lieu of using said available vacation credit. Requests shall be made in writing to the HR Generalist, and approved by employee's department manager, at least two (2) weeks prior to desired payroll date for pay-out.

E. Occupational Leaves.

9. Holidays.

- a. The holidays to be observed by full-time employees except shift workers are:

(1) New Year's Day.

(2) Dr. Martin Luther King, Jr. birthday.

~~(3)~~(3) Presidents' Day.

~~(4)~~(4) Memorial Day.

(5) Juneteenth.

~~(5)~~(6) Independence Day.

~~(6)~~(7) Labor Day.

(8) Columbus Day.

~~(7)~~(9) Veterans Day.

~~(8)~~(10) Thanksgiving Day.

~~(9)~~(11) Friday after Thanksgiving.

~~(10)~~(12) Christmas Eve.

~~(11)~~(13) Christmas Day.

(14) Any Monday immediately preceding a City holiday which falls on a Tuesday.

~~(12)~~(15) Any Friday immediately following a City holiday which falls on Thursday.

- b. All full-time employees of the City shall receive normal compensation for the legal holidays listed above and any other days or part of a day during which the public offices of the City shall be closed. All full-time employees shall receive eight (8) hours holiday pay except ambulance personnel, 911 dispatchers, and law enforcement patrol officers will receive twelve (12) hours, and airport employees will receive eight (8) or ten (10) hours depending on the airport **workweek** hours. Probationary employees shall be considered for purposes of this Section to be full-time employees.
- c. It shall be the policy of the City to ensure that all full-time employees enjoy the same number of holidays each year. The standard shall be the number of holidays in a particular year which will be celebrated by employees when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In such years when Christmas Day falls on a Saturday, affecting the observance of the Christmas Eve holiday, the preceding Thursday and Friday shall be observed as the Christmas Eve and Christmas Day holidays respectively. In such years when Christmas Eve falls on a Sunday affecting the observance of the Christmas Day holiday, the ~~preceding Friday~~ **following Monday and Tuesday** shall be observed as the Christmas Eve holiday, ~~and the following Monday shall be observed as the~~ **and** Christmas Day holidays **respectively**.
- d. Any regular employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall:
 - (1) Receive a day off at his/her regular pay rate in lieu of the holiday missed; or
 - (2) At the option of the City he/she may be compensated at the City's approved overtime rate for his/her service on the regularly scheduled holiday. The recommendation for payment must be recommended for approval by his/her ~~appointed official~~ **department manager** and approved by the City Administrator.
- e. Shift Workers. Due to difficulty in scheduling, shift workers shall receive the same number of paid hours, credited as special leave, as other City employees receive in holiday hours. The hours of special holiday leave will be credited to each employee's holiday leave bank after each holiday is observed. No shift worker may carry over more than twenty-four (24) hours of holiday leave from one (1) calendar year to the next; requests for carryover must be in writing. All hours of holiday leave not used or carried over shall be paid for on a special paycheck in December of each year. Upon separation, any accumulated or approved carryover holiday leave hours shall be paid to the employee.

Section 125.240 **Other Employee Benefits.**

A. *Insurance.*

1. The City provides the following insurance benefits to full-time employees without cost: health, short-term disability, and group life. Health, dental, and life insurance coverage for dependents of full-time employees is optional to the employee. The City will provide a portion of the cost of dependent coverage. Dental and vision insurance coverage is offered to employees and dependents.
 2. Full-time employees who can provide proof of coverage from another health insurance program may opt out of participating in the City's health insurance program. The City will provide an incentive in the amount of forty percent (40%) of the cost of single coverage to employees who qualify for the opt-out program. Payments shall be spread evenly over the pay periods in a calendar year. If an employee is no longer an employee of the City, payments cease and the employee has no right to any amounts not paid in the calendar year.
 3. ~~Full-time employees who retire due to age or disability and have completed ten (10) years of employment with the City may make arrangements to continue their coverage under the City's health insurance program at their own expense by providing a thirty (30) day notice to the Human Resources Generalist.~~
- B. *Cafeteria Plan.* Employees may take advantage of reducing their taxable income through utilization of the cafeteria plan. Additional supplemental insurance policies, such as cancer, accident, and intensive care are available and premium amounts for these and dependent medical are deducted from gross income prior to income tax deductions.

C. *Retirement Plans.*

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account. The City will provide up to an additional ~~one percent~~ **Three-Percent (3.0%)** match contribution of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account upon the employee's contribution of up to ~~one percent (1%)~~ **Three-Percent (3.0%)**, which may be in one-half-percent **(0.5%)** increments. There is a five-year vesting period. Employees should contact the Human Resources Generalist for detailed information.
2. *Deferred compensation.* All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

Section 6. After passage by the Board of Aldermen ***Section 2 Section 110.290 Mayor and Board of Aldermen — Benefits*** of this Ordinance will be in full force full force and effect as each term is renewed following the municipal elections.

Section 7. After passage by the Board of Aldermen and approval of the Mayor, Sections 3 thru 5 of this Ordinance shall be in full force and effect on January 1, 2024.

READ FIRST TIME: November 2, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.80 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.23.80

Michael Harmison Mayor

Date

Tara Berreth, City Clerk

2023 Holiday Comparisons

<u>CITY of OSAGE BEACH HOLIDAYS</u> <u>(min 11/max 12) (min 15/max 17)**</u> <u>(min 13/max 15)</u>	<u>FEDERAL HOLIDAYS</u> <u>(11)</u>	<u>STATE of MISSOURI HOLIDAYS</u> <u>(min 13/max 14)*</u>	<u>CAMDEN COUNTY MISSOURI HOLIDAYS (16)</u>	<u>MILLER COUNTY MISSOURI HOLIDAYS (13)</u>
New Year's Day (January)	New Year's Day (January)	New Year's Day (January)	New Year's Day (January)	New Year's Day (January)
Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)	Martin Luther King Day (January)
Lincoln's Birthday Day (February)	--	Lincoln's Birthday Day (February)	Lincoln's Birthday Day (February)	--
President's Day (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)	Washington's Birthday (aka President's Day) (February)
Truman Day (May)	--	Truman Day (May)	Truman Day (May)	--
--	--	--	--	Good Friday (1/2 Day) (April)
Memorial Day (May)	Memorial Day (May)	Memorial Day (May)	Memorial Day (May)	Memorial Day (May)
Juneteenth (June)	Juneteenth (June)	Juneteenth (June)	Juneteenth (June)	--
Independence Day (July)	Independence Day (July)	Independence Day (July)	Independence Day (July)	Independence Day (July)
Labor Day (September)	Labor Day (September)	Labor Day (September)	Labor Day (September)	Labor Day (September)
Columbus Day (October)	Columbus Day (October)	Columbus Day (October)	Columbus Day (October)	Columbus Day (October)
Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)	Veteran's Day Observed (November)
Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)	Thanksgiving Day (November)
Day after Thanksgiving Day (November)	--	Day after Thanksgiving Day (November)*	Day after Thanksgiving Day (November)	Day after Thanksgiving Day (November)
Christmas Eve (December)	--	--	Christmas Eve (December)	Christmas Eve (1/2 Day) (December)
Christmas Day (December)	Christmas Day (December)	Christmas Day (December)	Christmas Day (December)	Christmas Day (December)
--	--	--	Day after Christmas Day (December)	--
<i>Situational additions:</i> Any Friday following a Thursday Observed Holiday	--	--	--	--
Any Monday preceding a Tuesday Observed Holiday	--	--	--	--

Notes:

*Day after Thanksgiving has been approved by the Governor in the past as an ad hoc addition/not a listed holiday per Office of Administration

**Requested Additions to be effective 2024 / Bill 23-80 First Reading Nov 2 2023 removed Lincoln's Birthday and Truman Day as proposed holidays.

City of Osage Beach, Missouri

City Code Proposed Changes November 2023 | To Be Effective January 1,
2024

Title I Government Code - Chapter 110
Mayor and Board of Aldermen

Section 110.290 **Mayor and Board of Aldermen — Benefits.**

The Mayor and Board of Aldermen shall receive retirement benefits, **health, dental, and vision benefits**, and 125 Medical Reimbursement, **in the same manner as offered to full-time employees as applicable by law**, as they become qualified under the law.

The Mayor shall receive compensation in the amount of ~~five thousand dollars (\$5,000.00)~~ **Ten Thousand Dollars (\$10,000)** per year plus one hundred dollars (\$100.00) per meeting. Board of Aldermen members shall receive compensation in the amount of ~~two thousand four hundred dollars (\$2,400.00)~~ **Four Thousand Eight Hundred Dollars (\$4,800)** per year plus seventy-five dollars (\$75.00) per meeting.

City of Osage Beach, Missouri

City Code Proposed Changes November 2023 | To Be Effective January 1, 2024

Title I Government Code - Chapter 125 **Human Resources System (Personnel) Rules and Regulations**

Section 125.030 **General Provisions.**

A. Non-Covered Parties.

1. Volunteers, elected officials, police reserves, contractual, intermittent, seasonal, temporary, and PRN employees are not covered by these rules unless specifically included.
2. Appointed officials are not covered by these rules except as they are covered under **the following sections:** Sections **125.020, 125.030, 125.035, 125.050, 125.200 and 125.210** through **125.240**. The Board may provide additional benefits to appointed officials **upon Board action**.
 - a. **125.010 Adopted – Purpose – Departmental Regulations.**
 - b. **125.015 Actions of Board – Copies of Rules and Regulations.**
 - c. **125.020 Definitions.**
 - d. **125.025 Policy Closing All Individually Identifiable Personnel Records.**
 - e. **125.030 General Procedures.**
 - f. **125.035 Reporting and disposition of Criminal Charges.**
 - g. **125.050 Pay and Compensation.**
 - h. **125.060 Criminal Background Checks For City Employment.**
 - i. **125.120 Attendance and Leaves.**
 - j. **125.200 Employee Health and Safety.**
 - k. **125.210 Harassment.**
 - l. **125.220 Alcohol, Drug, and Controlled Substance Abuse.**
 - m. **125.230 Supplemental Policies.**
 - n. **125.240 Other employee Benefits.**
 - o. **125.250 Defense and Indemnification.**

- K. Nepotism. In addition to any restrictions or prohibitions placed upon the employment of relatives by the Missouri Constitution, the following guidelines are set in place:

1. Persons related to an elected official of the City shall not be employed by the City during the tenure of said elected official unless the employment precedes the election.
2. Persons related to an appointed official or any member of the management team, as defined within Chapter **125**, shall not be employed by the City in any department during the tenure of said appointed official or management team member. This Section shall not apply to persons employed by the City in their positions as of August 15, 2014.
3. Persons related to each other shall not be employed by the City in the same department. This shall apply to all City employees. For purposes of this Section, employees working within the departments of Law Enforcement, 911 Center, and Ambulance shall be considered as working within one (1) department and employees working within the Public Works Department, all employees under the direction of the Public Works Director, shall be considered as working within one (1) department.
4. For purposes of determining the applicability of this Section to candidates for employment by the City, the term "related" shall be defined to include any relationship by blood or marriage within the fourth degree.
5. Every employee shall promptly disclose to the City Administrator any relationship covered under this Section. The failure of any employee to make this disclosure in a prompt and timely manner shall be a violation of Sections **125.150(B)(1)** and **(16)** of this Code and will be subject to discipline under this Code.
6. In the event that the City Administrator considers a waiver of any of these rules under Section **125.030(K)** concerning nepotism to be in the best interest of the City, the City Administrator shall refer the matter to the Board of Aldermen for its consideration in a closed session of the Board after proper notice pursuant to Section 610.021.3, RSMo. **The Board of Aldermen may vote to grant a waiver of these rules under Section 125.030 (K) if it is in the best interest of the City and does not violate Article VII, Section 6 of the Missouri Constitution and any other constitutional provisions, statute, or ordinance.**
- L. Gender. When any subject matter, party or person is described or referred to by words imparting the masculine or feminine, the other sex shall be deemed included.
- M. Secondary Employment. In order to ensure the integrity of public service, to reduce conflicts of interest, reduce risks to the City and public health and safety, and to ensure proper and efficient use of public resources, the City finds it necessary to govern all secondary employment. Denial of secondary employment may be appealed under Section **125.170**. Refer to Secondary Employment Policy dated 08/03/2017.

Section 125.120 **Attendance and Leaves.**

- A. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Administrator in the form and on dates specified. Employees that are absent after exhausting all leave balances will be subject to disciplinary action up to and including termination. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours may be grounds for immediate discharge.

B. Annual Vacation Leave. The purpose of annual vacation leave is to enable each eligible employee to return to his/her work mentally refreshed. All full-time employees in the classified service shall be granted annual vacation leave with pay. ~~Probationary employees who have served less than one (1) year in the service of the City may not take vacation leave; however, vacation credits for the time so served shall be granted to each probationary employee who receives full-time employment.~~

1. Full-time employees shall receive vacation credits at the following rates:

Years of Service	Vacation Earned
0 – Beginning of Full-time Employment	1 x Standard Workweek, Excluding Overtime
1 Year	1 x Standard Workweek, Excluding Overtime
2 Years – 4 Years	2 x Standard Workweek, Excluding Overtime
5 Years – 9 Years	3 x Standard Workweek, Excluding Overtime
10 Years – 14 Years	4 x Standard Workweek, Excluding Overtime
15 Years +	5 x Standard Workweek, Excluding Overtime

- ~~a. Full time employees with more than one (1) year of continuous service shall receive one (1) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~b. Full time employees who have between two (2) years of continuous service and eight (8) years of continuous service shall receive two (2) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~c. Full time employees who have more than eight (8) years of continuous service and up to fourteen (14) years of continuous service shall receive three (3) times the number of hours in a standard workweek, excluding overtime.~~
 - ~~d. Full time employees with more than fourteen (14) years of continuous service shall receive four (4) times the number of hours in a standard workweek, excluding overtime.~~
2. Vacation is granted at the end of each year of service, **excluding vacation time credited at the time of hire to be used within the first year of full-time service.** ~~Therefore, For example,~~ vacation **earned awarded** for the first (1) year of **service, 1 x Standard Workweek, Excluding Overtime, not belong belongs to the employee and available on their first (1) year of service date to the employee until the end of the year, on the first day of the second year. The employee will be credited with appropriate hours of vacation after each year of uninterrupted service **as outlined hereinabove.** The vacation leave granted for the previous year must be used prior to the end of the year when it is granted or the employee forfeits all rights to use or ownership. Also, see subparagraphs (3) and (4) below.**

3. The times during a calendar year at which an employee may take his/her vacation shall be determined by the department manager with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his/her annual vacation in a particular service year, such vacation shall be taken during the following service year. Length of service shall be used to resolve conflicts over vacation period between employees of the same class. Also, see Subsection (A) hereinabove and subparagraph (4) herein below.
4. No employee may accrue more vacation leave than could be earned in twelve (12) months of service without written permission of the department manager and the City Administrator. If employee is hospitalized while on vacation, those days will be charged to **available** personal leave with approval of the City Administrator or department manager.
5. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave; and the vacation leave shall be extended or credited accordingly.
6. Employees who have satisfactorily completed probation ~~and completed at least one (1) year of service~~, and who terminate employment shall be paid in a lump sum for all granted vacation leave earned, but not used or forfeited, prior to the effective date of termination.
7. Employees with ~~fourteen (14)~~ **Ten (10)** or more years of continuous service may, at their option, ~~exchange request to be paid-out up to one (1) week of available vacation balance at employee's current hourly/salary rate for up to one (1) week's wage/salary in lieu of using said available vacation credit. Requests shall be made in writing to the HR Generalist, and approved by employee's department manager, at least two (2) weeks prior to desired payroll date for pay-out.~~

E. Occupational Leaves.

9. Holidays.

- a. The holidays to be observed by full-time employees except shift workers are:

(1) New Year's Day.

(2) Dr. Martin Luther King, Jr. birthday.

~~(3)~~(3) Presidents' Day.

~~(4)~~(4) Memorial Day.

(5) Juneteenth.

~~(5)~~(6) Independence Day.

~~(6)~~(7) Labor Day.

(8) Columbus Day.

~~(7)~~(9) Veterans Day.

~~(8)~~(10) Thanksgiving Day.

~~(9)~~(11) Friday after Thanksgiving.

~~(10)~~(12) Christmas Eve.

~~(11)~~(13) Christmas Day.

(14) Any Monday immediately preceding a City holiday which falls on a Tuesday.

~~(12)~~(15) Any Friday immediately following a City holiday which falls on Thursday.

- b. All full-time employees of the City shall receive normal compensation for the legal holidays listed above and any other days or part of a day during which the public offices of the City shall be closed. All full-time employees shall receive eight (8) hours holiday pay except ambulance personnel, 911 dispatchers, and law enforcement patrol officers will receive twelve (12) hours, and airport employees will receive eight (8) or ten (10) hours depending on the airport **workweek** hours. Probationary employees shall be considered for purposes of this Section to be full-time employees.
- c. It shall be the policy of the City to ensure that all full-time employees enjoy the same number of holidays each year. The standard shall be the number of holidays in a particular year which will be celebrated by employees when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In such years when Christmas Day falls on a Saturday, affecting the observance of the Christmas Eve holiday, the preceding Thursday and Friday shall be observed as the Christmas Eve and Christmas Day holidays respectively. In such years when Christmas Eve falls on a Sunday affecting the observance of the Christmas Day holiday, the ~~preceding Friday~~ **following Monday and Tuesday** shall be observed as the Christmas Eve ~~holiday, and the following Monday shall be observed as the~~ **and Christmas Day holidays respectively.**
- d. Any regular employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall:
 - (1) Receive a day off at his/her regular pay rate in lieu of the holiday missed; or
 - (2) At the option of the City he/she may be compensated at the City's approved overtime rate for his/her service on the regularly scheduled holiday. The recommendation for payment must be recommended for approval by his/her ~~appointed official~~ **department manager** and approved by the City Administrator.
- e. Shift Workers. Due to difficulty in scheduling, shift workers shall receive the same number of paid hours, credited as special leave, as other City employees receive in holiday hours. The hours of special holiday leave will be credited to each employee's holiday leave bank after each holiday is observed. No shift worker may carry over more than twenty-four (24) hours of holiday leave from one (1) calendar year to the next; requests for carryover must be in writing. All hours of holiday leave not used or carried over shall be paid for on a special paycheck in December of each year. Upon separation, any accumulated or approved carryover holiday leave hours shall be paid to the employee.

Section 125.240 **Other Employee Benefits.**

A. *Insurance.*

1. The City provides the following insurance benefits to full-time employees without cost: health, short-term disability, and group life. Health, dental, and life insurance coverage for dependents of full-time employees is optional to the employee. The City will provide a portion of the cost of dependent coverage. Dental and vision insurance coverage is offered to employees and dependents.
2. Full-time employees who can provide proof of coverage from another health insurance program may opt out of participating in the City's health insurance program. The City will provide an incentive in the amount of forty percent (40%) of the cost of single coverage to employees who qualify for the opt-out program. Payments shall be spread evenly over the pay periods in a calendar year. If an employee is no longer an employee of the City, payments cease and the employee has no right to any amounts not paid in the calendar year.
- ~~3. Full-time employees who retire due to age or disability and have completed ten (10) years of employment with the City may make arrangements to continue their coverage under the City's health insurance program at their own expense by providing a thirty (30) day notice to the Human Resources Generalist.~~

- B. *Cafeteria Plan.* Employees may take advantage of reducing their taxable income through utilization of the cafeteria plan. Additional supplemental insurance policies, such as cancer, accident, and intensive care are available and premium amounts for these and dependent medical are deducted from gross income prior to income tax deductions.

C. *Retirement Plans.*

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account. The City will provide up to an additional ~~one-percent~~ **Three-Percent (3.0%)** match contribution of gross wages under Section 401A of the Internal Revenue Service Code into the employee's account upon the employee's contribution of up to ~~one-percent (1%)~~ **Three-Percent (3.0%)**, which may be in one-half-percent **(0.5%)** increments. There is a five-year vesting period. Employees should contact the Human Resources Generalist for detailed information.
2. *Deferred compensation.* All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Resolution 2023-04 - A resolution of the City of Osage Beach, Missouri, authorizing disposal of records according to the Missouri Records Retention Schedule

Requested Action:

Resolution #2023-04

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:

Staff (City Treasurer's Office, City Attorney's and City Clerks Office) reviewed the Missouri Municipal Records Retention Schedule and determined the records listed on the Attached Exhibit A are no longer significant to the City's operations. Upon Board approval, these records will be destroyed via document shredding, etc.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2023-04

BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

WHEREAS, it has been determined that the records as described in Exhibit A have met the retention schedule as outlined in RSMo. Section 109.200, and;

WHEREAS, it has been determined that the records and documents described in Exhibit A have no further administrative, legal, fiscal, research or historical value.

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

Section 1. That the City Clerk is hereby authorized to dispose of the records and documents in Exhibit A, further that the records have no further administrative, legal, fiscal, research or historical value.

I hereby certify that the above Resolution 2023-04 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

LEGAL FILES - CITY ATTORNEY WARREN DONALDSON - EST. 1990 THRU 19

BOX 1

CASE NO CV191-110CC AMOS D WATSON & LAVERN CLARK VS CITY OF OSAGE
PLANNING AND ZONING SIGN ORDINANCE
OSAGE BEACH - LAKE OF THE OZARK MAJOR CASE SQUAD CREATION
MISC POLICE RESEARCH
CHIEF OF POLICE RESEARCH
OB LANEG REVISED INDEPENDENT CONTRACTOR AGREEMENT
INSURANCE CLAIMS
PAWNBROKERS ORDINANCE WORK PAPERS
GARAGE SALE ORDINANCE WORK PAPERS
BLASTING ORDINANCE WORK PAPERS
ALARM SYSTEMS ORDINANCE WORK PAPERS
BID ORDINANCE WORK PAPERS
ANTI LITTER ORDINANCE WK PAPERS
NUISANCE/NOISE ORDINANCE WK PAPERS

BOX 2

BUNGEE JUMPING MATTER
CHRISTMAS DECORATIONS
CITY HALL 1974 PROJECT
MISC CORRESPONDENCE
MO STATE AUDIT 1979
AUDITS 1981 THRU 1987
CABLE TV CORRESPONDENCE 1986 THRU 1992
OB ROAD ENCROACHMENT - OSBORN

BOX 3

OB ZONING VIOLATION PETERSON 1991
OB DUDE RANCH RD DARWIN NICHOLS
OB ZONING FLOTELS
OB GLAIZE BRIDGE HEIGHTS DEDICATION 1991
OB GLAIZE VIEW SUBDIVISION DEDICATION GAMBLE DR
OB SUBDIVISION VACATION - HARNESS PROPERTIES
OB P&Z CATALINA BAY
OB CONNECTING RDS 22-24 & 27
OB COVE RD - EASEMENT & DEEDS
PLANNING & ZONING MISC
P&Z USE CASE #81
OB BLUFF DR QUITCLAIM
P&Z USE CASE #81
P&Z BONNEY TRAILER
BRIDGEPOINTE RD TRADE - HSL SERVICE CORP

BURGER REZONING
CASE NO CV190-397CC

THE BRONX ON THE LAKE CONDO VS ERIC JANSSEN.

BOX 4

CASE NO CV191-456CC CITY OF OSAGE BEACH VS PORT-O-CALL CONDO OWI
CITY OF OSAGE BEACH VS TAYLOR CORRESPONDENCE

OB SUIT FOR DAMAGES MISC

SUIT - SCHRAMECK VS OSAGE BEACH

OB VS SHERWOOD RESORT MOTEL

OB VS SUMMIT POINT

CASE NO CV190-373CC JEWELL FRY & BEULAH FRY VS CITY OF OSAGE BEACH
GRUBB LAW SUIT

LAW SUITS MISC

CITY OF OSAGE BEACH VS MO DEPT OF LABOR & INDUSTRIAL RELATIONS

BOX 5

MISC LAWSUITS AND CORRESPONDENCE

BOX 6

WORLD WIDE CHURCH OF GOD PROPERTY RESEARCH FOR CITY HALL

PARK CONSSION LEASES

MASSAGE PARLORS

MUNICIPAL JUDGE 1992

PROSECUTING ATTORNEY 1992

LAW SUITS MISC

BOX 7

FALCON CABLE 1993

LAW SUITES & CORRESPONDENCE MISC.

BOX 8

PREVAILING WAGES

OVERTIME COMPENSATION

PERSONNEL ISSUES

OB FIRE DISTRICT

FIRE CODE COMMITTEE

EMPLOYEE BENEFIT PROGRAMS

FLSA MATTERS

ARMORY

NATIONAL GUARD

ORDINANCE RESEARCH

MISC CORESPONDENCE 198 THRU 1994

BOX 9 MISSING

BOX 10

SEWER MAINTENANCE CONTRACT WWS 1990
REVENUE BOND REFUNDING - 1988
GO BONDS 1991
WORKERS COMP
SEWER COLLECTIONS
P&Z KETTERLIN COMM SUBDIVISION
ORDINANCE RESEARCH MISC
HIGHWAY 54 WIDENING RESEARCH AND RESEARCH

BOX 11

SEWER COLLECTIONS
SEWER HOOKUPS
CASE NO CV187-138CC MARVIN BLACK VS OSAGE BEACH

BOX 12

MASS TRANSIT APPLICATION
REZONING APPLICATION
LICENSES
LIQUOR LAW RESEARCH
LOTTERY RESEARCH
ORDER CONTROL SUBCONTRACTOR
TAX RESEARCH
OSAGE WATER CO
HIGH PT SHOPPING CTR
CLUB 54
CIVIC CTR RESEARCH
EMERGENCY OPERATIONS PLAN
CITY SEAL
FLEA MARKET SALES TAX

FINANCIAL RECORDS DISPOS

SCHEDULE NUMBER

Administrative Records

GS 012 Correspondence - General (pre 2021, 2021)

Financial Records

GS 004 Budget Preparation (pre 2022, 2022)
MS 0008.2 Budget Adjustments (pre 2017, 2017)
GS 006 Subsidiary Ledgers (pre 2022, 2022)
GS 007 Accounts Payable (pre 2017, 2017)
GS 008 Accounts Receivable (pre 2016, 2016)
GS 009 Purchasing Records (pre 2017, 2017)
GS 010 Banking & Investment (pre 2018, 2018)
GS 011 Receipts (pre 2022, 2022)
GS 019 Vendor Files (pre 2022, 2022)
GS 073 Annual Financial Statements (pre 2017, 2017)
GS 056 Insurance Policies (pre 2015, 2015)
GS 057 Insurance Claims (pre 2012, 2012)
GS 057 Insurance Claim Dismissed/Canceled (pre 2019, 2019)
MS 0717 Journal Entries (pre 2017, 2017)

Legal

GS 057 Insurance Claims Files Action Taken (pre 2012, 2012)
GS 057 Insurance Claims - No Action Taken (pre 2017, 2017)
GS 058 Litigation Case Files (pre 2016, 2016)
GS 060 Contracts, Leases & Agreements (pre 2017, 2017)

City Clerk's Office Documents for Destruction

Contractor Bids Not Awarded

BOX 1-3 – Contractor Bid Packets 2017

BOX 4-5 - Contractor Bid Packets 2018

BOX 6 - Contractor Bid Packets 2019

Business Licenses

1 Box 2019

1 Box 2020

Contractor Licenses

1 Box 2019

1 Box 2020

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 23-81 - An ordinance of the City of Osage Beach, Missouri, authorizing, establishing and providing for the election procedure to be followed for the General Municipal Election to be held on April 2, 2024, in the City of Osage Beach, Missouri. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #23-81

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 bill proposes to establish election dates for the 2024 Municipal Election. The Missouri Comprehensive Election Act of 1977 requires an Ordinance to be adopted establishing the procedures to be followed for the General Municipal Election. Staff recommends approval of Bill 23.81

City Attorney Comments:

Per City Code 110.230, Bill 23-81 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE AUTHORIZING, ESTABLISHING AND PROVIDING FOR THE ELECTION PROCEDURE TO BE FOLLOWED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD APRIL 2, 2024, IN THE CITY OF OSAGE BEACH, MISSOURI.

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

Section 1. That pursuant to the provisions of the Missouri Comprehensive Election Act of 1977, Chapter 115 RSMo, the City of Osage Beach will hold its General Municipal Election on the 2nd day of April 2024 for the following offices:

<u>OFFICE</u>	<u>TERM</u>
Mayor	Two Year Term
City Collector	Two Year Term
Alderman from Ward I	Two Year Term
Alderman from Ward II	Two Year Term
Alderman from Ward III	Two Year Term

Section 2. That the dates for filing for the above offices shall commence on December 5, 2023. Candidates must file a Declaration of Candidacy with the City Clerk, 1000 City Parkway, Osage Beach, beginning at 8:00 a.m. on Tuesday, December 5, 2023, and continuing during regular business hours between 8:00 a.m. and 5:00 p.m. Monday through Friday, until Tuesday, December 26, 2023. City Hall will be closed on Friday December 22, 2023, and Monday December 25, 2023; therefore, no filings will be accepted on those dates.

Section 3. Section 105.030 of the Osage Beach Municipal Code is hereby reaffirmed as follows:

Section 105.030 Declaration of Candidacy — Dates for Filing.

- (a) Any person who desires to become a candidate for an elective City office at the general municipal election shall file with the City Clerk, not prior to the hour of 8:00 A.M. on the seventeenth (17th) Tuesday prior to, nor later than 5:00 P.M. on the fourteenth (14th) Tuesday prior to the general municipal election, a written declaration of intent to become a candidate at said election. The City Clerk shall keep a permanent record of the name of the candidate, the office for which the candidate seeks election, and the date and time of filing.
- (b) For candidates who file a declaration of candidacy with the City Clerk prior to 5:00 p.m. on the first day for filing, the City Clerk shall administer a random drawing in order to determine the sequence in which such candidates' names shall appear on the ballot. Each candidate shall draw a number at random at the time of filing and the number shall be recorded on the candidate's declaration of candidacy form. The names of candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn. Thereafter candidates who file after the first day of filing shall be listed in chronological order on the ballot.

Section 4. 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 5. 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 the above Ordinance No. 23.81 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. 23.81.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Raftelis Consultants INC, (DBA Raftelis) for a Public Works Operational Review and Assessment Project for an amount not to exceed \$55,000. *First and Second Reading*

Requested Action:

First and Second Reading of Bill #23-82

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 - This is a 5 to 7 month process and we would like to get started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-733800 Professional Services

FY2023 Budgeted Amount:	\$39,170
FY2023 Expenditures to Date (11/02/23):	(\$ 20,593.10)
FY2023 Available:	18,576.90

FY2023 Requested Amount:	\$18,333.33
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Budget Line Item/Title: 30-00-733800 Professional Services

FY2023 Budgeted Amount:	\$96,000
FY2023 Expenditures to Date (11/02/23):	(\$12,650.97)
FY2023 Available:	\$92,307

FY2023 Requested Amount:	\$18,333.33
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Budget Line Item/Title: 35-00-733800 Professional Services

FY2023 Budgeted Amount:	\$190,000
FY2023 Expenditures to Date (11/02/23):	(\$ 89,303)
FY2023 Available:	\$100,697.00

FY2023 Requested Amount:	\$18,333.33
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Department Comments and Recommendation:

This project was bid out in June and the bid opening took place on 07/14. The City received three bids. All bids were assessed by our project team consisting of Micheal Raye, our HR Generalist, Zack Wilber, our Water Foreman, and myself.

We reviewed all of the documentation and then interviewed the top two candidates. We would like to move forward with Raftelis. Not only are they the low bidder, but they are also a company with headquarters in Kansas City. During our interview with them, we learned that they specialize in smaller cities with growing pains in their Public Works operations. We like their approach and proximity.

The budget for this project is \$75,000

This assessment will take around 5 to 7 months and focus on the following 12 items:

Core Public Works Functions to be reviewed, critiqued, analyzed, assessed, evaluation of strengths, weaknesses, opportunities for improvement relative to the following:

1. Fundamental knowledge, skills and experience of our Public Works team (starting with management) related to effective and recommended Public Works practices, systems and programs in well-performing municipal departments of similar size in the Midwest. Capabilities to execute and implement said best practices;
2. Effectiveness of current organizational structure and alignment with departmental operational priorities and capabilities; administrative efficiency;
3. Credibility or reputation of the Department from internal and external customer perspectives;
4. Department's ties to the Public Works Best Practices environment;
5. Understanding of Public Works Projects Results-Driven Contracting principles, techniques and tools;
6. Capabilities for identifying management trends and conditions, correlated to the City's needs and opportunities;
7. Strengths, weaknesses, recommended improvements to operations practices and problem-solving techniques;
8. Technology enhancements to support current and future Public Works system programs/services;
9. Training recommendations for Public Works operations and team members;
10. Realistic staffing requirements, both current and future, and recommended

performance measures for annual evaluation;

11. Departments compliance with purchasing, personnel and other requirements;

12. Training and resource recommendations for the American Public Works Association (APWA) Self-Assessment Process

Our end goal is to identify the changes needed to ensure that our Public Works Department is healthy culturally, follows the best safety practices, and is able to meet the needs of our growing community in an efficient and cost-effective manner. Once this assessment is complete, the vendor will present their findings to administration and the Board of Aldermen at a public meeting. We anticipate this happening in the 2nd or 3rd quarter of 2024, likely in the August timeframe.

Update: I was asked by Alderman Rucker to bring this project back before the board. This vendor has stated they will honor this price until 12/31/2023. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-82 is in correct form.

City Administrator Comments:

This item was requested by Alderman Rucker to be put before the Board of Aldermen again for reconsideration.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC (DBA RAFTELIS) FOR A PUBLIC WORKS OPERATIONAL REVIEW AND ASSESSMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000.00

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 Raftelis Financial Consultants, INC (DBA Raftelis), 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-Five Thousand Dollars. (\$55,000.00)

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

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 22.82.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH PUBLIC WORKS ASSESSMENT AGREEMENT

THIS PUBLIC WORKS ASSESSMENT AGREEMENT (the "Agreement") states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri ("City") and Raftelis Financial Consultants, Inc. ("Contractor"), on the following terms.

I. TERMS

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

- a. **"RFP"** shall mean the City's Request for Proposals: _____
dated _____.
- b. **"Work"** shall mean all of the work described in the "SCOPE OF SERVICES" in the RFP.
- c. **"Schedule"** shall mean the "SCHEDULE" set out in the RFP.

2. **Contractor's Obligations.**

- a. *Work.* Contractor hereby agrees to perform the Work upon the Schedule defined above.
- b. *Professionalism.* 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 all Work 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.

- c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:
- i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$5,000,000 per claim and \$5,000,000 annual aggregate;
 - iv. Excess or Umbrella Liability insurance in the amount of \$5,000,000 per claim and \$5,000,000 annual aggregate; and
 - v. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.
- e. *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.
- f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.
- g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: _____.

3. City's Obligations.

a. **Payment.** City hereby agrees to pay Contractor for the Work as follows:

- i. the sum not to exceed \$_____, which includes professional fees and direct expenses incurred in performing the scope of services included in Attachment A. The parties understand that this sum is based upon the scope of work contained herein at Contractor's current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the City shall involve discussion of and agreement about additional fees and time by both parties.

Said amounts shall be payable in monthly installments on the first Friday of the month following the month in which services were rendered. City will pay Contractor not more frequently than monthly unless otherwise agreed in writing.

- b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.
- f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions 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.

4. **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.
5. **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.
6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **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.
8. **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.
9. **E-Verify.** If this Agreement 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 employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
10. **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.
11. **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.

12. **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).
13. **Sunshine Law.** All material submitted to the City will likely 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.
14. **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.
15. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. 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.
16. **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 City:
City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Contractor:
Raftelis Financial Consultants, Inc.
227 W. Trade St., Suite 1400
Charlotte, NC 28202

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

17. **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.

18. **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.
19. **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.
20. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
21. **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.
22. **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.
23. **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.
24. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
25. **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.
26. **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. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

27. **Confidential Information.** Contractor acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Contractor may be given access to, or come into possession of, confidential information from the City, of which information may contain privileged material or other confidential information. Contractor acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Contractor by the City ("Confidential Information") without first obtaining written permission from the City. All tangible embodiments of such information shall be delivered to the City or the destination of such information by Contractor requested by the City. The City acknowledges Contractor has the right to maintain its own set of work papers which may contain Confidential Information.

28. **Reliance on Data.** In performance of the services, it is understood that the City and/or others may supply Contractor with certain information and/or data, and that Contractor will rely on such information. It is agreed that the accuracy of such information is not within Contractor control and Contractor shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Contractor Scope of services.

IV. 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

CONTRACTOR:
RAFTELIS FINANCIAL CONSULTANTS, INC.

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

BID OPENING

PW ASSESSMENT

7/ 14/2023

2:00 PM

The following bids were opened by City Clerk Tara Berreth

Bidder Name		Amount of Bid
Raftelis		\$55,000.00
Berry Dunn		\$68,855.00
	Travel Expenses	\$4,500.00
Matrix		\$61,800.00
	Travel Expenses	\$4,200.00

City of Osage Beach

Proposal for Osage Beach Public Works Operational Review and Assessment

PROPOSAL / JULY 14, 2023



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Making our world better

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm’s number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis’ core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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PROPOSAL FORM

CITY OF OSAGE BEACH, MISSOURI

OSAGE BEACH OPERATIONAL REVIEW AND ASSESSMENT

Proposal Form

Signature of proposer indicates that the information provided in proposer's submission is true and accurate, the proposer is willing and able to provide services outlined in the scope of services, the proposer understands and will comply with all terms and conditions, and all other specifications made a part of this RFP, and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of a contract subsequent to an award.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide consulting services for the City of Osage Beach in accordance with the scope of work and intent of this request for proposal contained herein.

Indicate whether: () Individual; () Partnership; ☒ Corporation; () LLC / LLP or other entity

State Incorporated: NC Tax ID#: 20-1054069 Corporate Charter#: N/A

COMPANY: Raftelis Financial Consultants, Inc. (DBA Raftelis)

ADDRESS: 19 Garfield Place, Suite 500

CITY/STATE/ZIP: Cincinnati, OH 45202

CONTACTNAME: Michelle Ferguson

PHONE: 828-777-6588 EMAIL: mferguson@raftelis.com


Signature

Vice President
Title

07/11/2023
Date

LETTER OF INTEREST

July 14, 2023

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

Subject: Proposal for Osage Beach Public Works Operational Review and Assessment

Dear Members of the Selection Committee:

We are pleased to submit this proposal for an operational review and assessment of the City of Osage Beach's (City) Public Works Department. Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We appreciate the opportunity to submit our proposal, which has been developed to provide concise yet thorough information that introduces our approach to organizational assessments.

Raftelis was established on May 10, 1993, and incorporated in the state of North Carolina in 2004 to provide financial and management consulting services of the highest quality to local governments and utilities. We have grown significantly over our 30 years through acquisitions and strength of reputation.

We believe our firm offers the City several distinct advantages for this project, including a workable and insightful approach, a nationwide knowledge of local government and utility operations and best practices, and personal service from senior-level consultants, which are further detailed within this proposal.

We are proud of the resources that we can offer and welcome the opportunity to assist the City with this engagement. I am authorized to represent the firm. If you have any questions, please do not hesitate to contact our Organizational Assessment Practice Lead using the following contact information:

Michelle Ferguson, Vice President – Organizational Assessment
Phone: 828.777.6588
Email: mferguson@raftelis.com
Address: 19 Garfield Place, Suite 500, Cincinnati, OH 45202

Sincerely,

A handwritten signature in black ink, appearing to read 'Julia Novak'.

Julia Novak
Executive Vice President

FIRM OVERVIEW

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group (TNCG) and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 160 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.

A WORKABLE AND INSIGHTFUL APPROACH: Our team's approach specifically addresses the City's needs and will help develop a best practice-level plan to align staffing and organizational structure of the Public Works Department to the unique needs of the Osage Beach community. The City's desire for gained efficiencies and effectiveness is the exact type of consulting work our firm performs.

DECADES OF COLLECTIVE EXPERIENCE: Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to police chief.

PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS: You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

NICHE EXPERTISE: Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

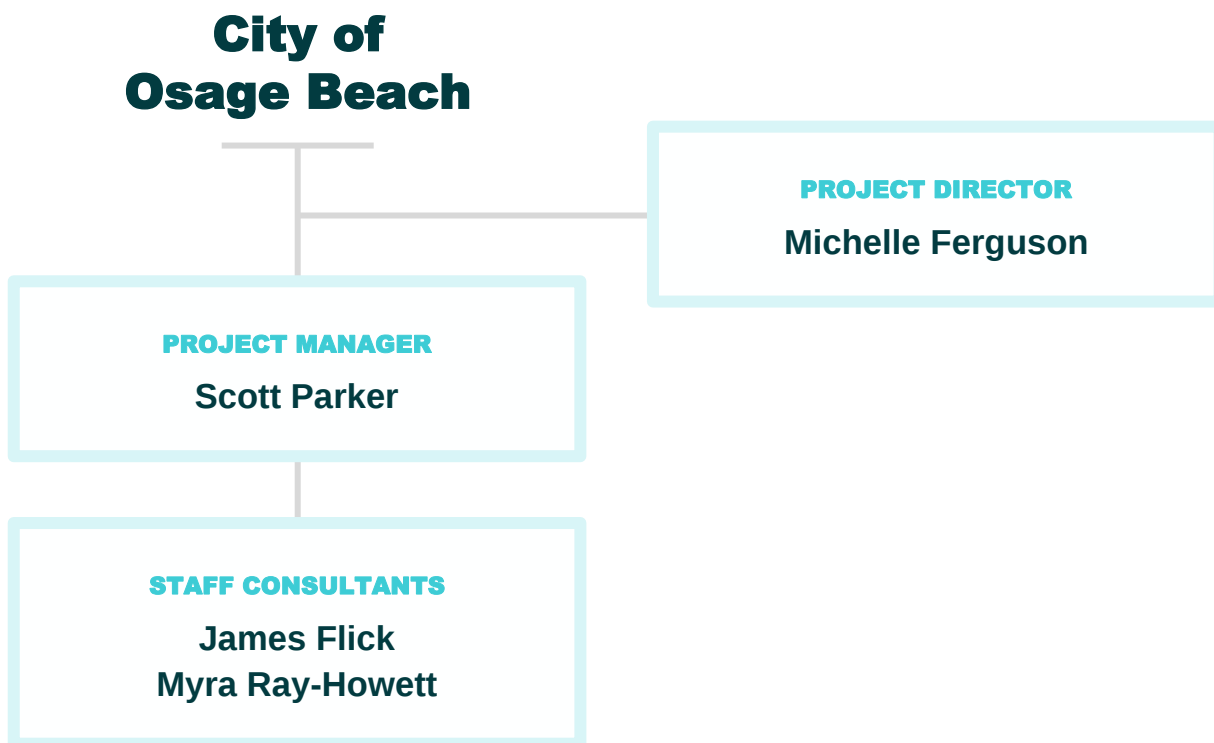
PROJECT TEAM

Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

An organizational chart of our project team is as follows. Scott Parker will be the Project Manager and primary contact with the City through the duration of the project. Because we possess the in-house qualifications necessary for this work, no subconsultants are proposed and all team members are Raftelis employees.



Michelle Ferguson

PROJECT DIRECTOR

Senior Manager

ROLE

Michelle will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Michelle has nearly 25 years of management experience with and for local governments across the country.

As organizational assessment practice leader for The Novak Consulting Group, Michelle spearheaded the work of nearly 200 local government reviews in some of the foremost governments across the country. Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to the structure, staffing, and processes within departments of all sizes. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and finance.

As a Lean certified professional, Michelle excels at helping local governments continuously improve and rely on data to make informed choices about services to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has led strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

Michelle began her consulting career in 2005 following ten years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia. During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Before Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C, and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.



Specialties

- Organizational assessment
- Staffing analysis
- Process improvement
- Performance management
- Capital planning
- Strategic planning
- Facilitation
- Community engagement

Professional History

- The Novak Consulting Group: Organizational Assessment Practice Leader (2009-2020)
- Management Partners: Senior Management Advisor (2005-2009)
- Arlington County, Virginia: Assistant County Manager (2002-2005)
- City of Overland Park, Kansas: Assistant City Manager (1996-2002)

Education

- Master of Public Administration - University of Kansas (1998)
- Bachelor of Arts in Political Science - Loyola University, Chicago (1996)

Certifications

- Lean Certified

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

J. Scott Parker

PROJECT MANAGER

Senior Manager

ROLE

Scott will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Scott will serve as the City's main point of contact for the project.

PROFILE

Scott has over 20 years of experience in local government, utility management, and private consulting. Prior to joining Raftelis, he served as the Asset Manager for KC Water in Kansas City, Missouri. Before KC Water, he served as the Assistant Director for Public Works in both Olathe and Lenexa, Kansas, where he led the finance, data management, solid waste, field operations (streets, utilities, traffic), and communications divisions, and managed multiple Police, Parks, and Fire Department capital projects. He also has private consultant experience providing capital planning, financial analysis, data system, asset management, and interim-executive services to Ft. Smith, Arkansas; Jackson, Mississippi; and Kansas City, Kansas, all of whom had signed Federal Consent Decrees with the Environmental Protection Agency (EPA).

Scott's wide range of experience has given him extensive leadership and technical expertise in the fields of asset management, information technology, general management, and operations in multiple domains. This has allowed him to design, develop, and implement asset management programs in three (3) communities based on capital optimization strategies and asset management best practices as defined in ISO 55000 and 55001 and ISO 31000 standards and other industry criteria. As an Asset Management practitioner, Scott has used his understanding of the field to design teams that combine the best theoretical concepts of asset management with the opportunities and cultural circumstances specific to the organizations for which he has worked. He has demonstrable experience working with multiple data technologies and systems in the asset management and utility space. In Kansas City, he developed the organization's first data management strategic plan as well as its Business Case Evaluation criteria for information technology purchases, which led to both optimization of existing systems and reductions in the cost for new tools utilized in the department.



Specialties

- Asset Management for utilities and local governments
- Capital Planning, Budgeting, and Implementation
- Data Strategic Planning, Management and Governance
- Business Risk Exposure (BRE) and Decision Support System (DSS) methodologies for infrastructure
- Data Analytics and Business Intelligence standards
- Business Process Modeling
- Performance Management (measurement, dashboarding, etc.)
- Organizational Design and Capacity Building
- Utility Governance

Professional History

- Raftelis: Senior Manager (2022)
- KC Water: Utility Officer – Asset Manager (2018-2022)
- Burns and McDonnell: Engineering Manager (2015-2018)
- City of Olathe, KS: Assistant Director of Public Works (2011-2015)
- City of Lenexa, KS: Assistant Director of Public Works/Assistant to the City Manager (2006-2011)
- Budget and Finance Analyst, City of Kansas City, Missouri (2003-2006)
- L.P. Cookingham Management Fellow, City of Kansas City, Missouri (2002)

Education

- Master of Public Administration – University of Missouri (2004)
- Master of Arts, History – University of Arkansas-Fayetteville (2000)
- Bachelor of Arts in History - Graceland University (1997)

Professional Memberships

- Institute of Asset Management
- Water Environment Federation
- American Water Works Association
- Water Research Foundation

James Flick

STAFF CONSULTANT

Senior Consultant

ROLE

James will work at the direction of Scott in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

James has over 10 years of organizational leadership experience, including five years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. In addition, he is a skilled communicator, analyst, and creative problem solver.

During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance.

At the City of Cincinnati, James was instrumental in developing strategic plans to address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment.

James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting.

James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.



Specialties

- Organizational assessment
- Strategic Planning

Professional History

- Raftelis: Senior Consultant (2021-present)
- Northern Kentucky University: Adjunct Instructor (2017-2021)
- Deerfield Township, Ohio: Economic Development Director/Public Information Officer (2018-2021)
- City of Cincinnati: Development Officer /Interim Division Manager, Policy and Communication (2016-2018)
- Cushman and Wakefield: Vice President of Research and Marketing (2010-2016)

Education

- Master of Public Administration – Northern Kentucky University (2010)
- Bachelor of Arts in Political Science – Eastern Michigan University (2006)

Professional Memberships

- Economic Development Finance Professional Certification (NDC)

Myra Ray-Howett

STAFF CONSULTANT

Associate Consultant

ROLE

Myra will work at the direction of Scott in conducting interviews, directing research and analysis, preparing recommendations, and drafting deliverables.

PROFILE

Myra holds public sector experience in best practice research, policy analysis, and grant management at both the state and local level. Prior to the start of her consulting career, Myra worked as a management analyst for the City of Cambridge, Maryland. In her role, Myra worked directly with the City Manager to provide the City Council with well-informed reports and policy recommendations on topics such as municipal marina and utility rate increases. She also managed the review and award process for the City's American Rescue Plan Act (ARPA) non-profit grant program of approximately \$870,000.

Before her role with the City of Cambridge, Myra worked with the Anne Arundel County Partnership for Children, Youth and Families where she assisted in researching and writing the 2021 Community Health Needs Assessment, helped to facilitate community engagement meetings, and created a grant management and tracking system for the organization. In addition to her experience with city and county government, Myra has worked for the Delaware General Assembly as a legislative fellow by staffing the House Administration Committee and writing policy memorandums for lawmakers on issues such as voting rights, housing affordability, and education. Further, she spent a year and a half as a research fellow with the University of Delaware's Institute for Public Administration, where she conducted over forty program evaluations for senior centers to help the Delaware General Assembly determine each center's eligibility for Grant-In-Aid funding.

Myra also has experience in communications and environmental policy. She previously interned with the Alliance for the Chesapeake Bay, spending months writing articles to inform the public on issues impacting the health of the Chesapeake Bay watershed, our nation's largest estuary. She also conducted various case studies on funding sources for municipal green infrastructure projects.

Myra earned a bachelor's degree in anthropology from St. Mary's College of Maryland and a master's degree in public administration from the University of Delaware. She also served as co-president for the University of Delaware's ICMA student chapter.



Specialties

- Best practice research
- Grant management
- Program evaluation

Professional History

- Raftelis: Consultant (2022-present)
- City of Cambridge, Maryland: Management Analyst (2022)
- Anne Arundel County Partnership for Children, Youth and Families: Executive Administrative Coordinator (2021-2022)
- Delaware General Assembly: Legislative Fellow (2021)
- Alliance for the Chesapeake Bay: Communications Intern (2020)
- Biden Institute for Public Administration: Research Fellow (2019-2021)
- Willow Construction: Contract Administrator (2017-2019)

Education

- Master of Public Administration - University of Delaware (2021)
- Bachelor of Arts in Anthropology – St. Mary's College of Maryland (2017)

Professional Memberships

- International City/County Management Association (ICMA)

EXPERIENCE

Experience

RAFTELIS HAS ONE OF THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,500 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,000 financial, management, and/or technology consulting projects for over 600 public-sector agencies in 46 states, the District of Columbia, and Canada. Raftelis has assisted hundreds of local governments across the country. In many instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization.

We have become trusted advisors to these local government, as outlined in the following references, and welcome you to contact them to attest to the quality and timeliness of our work.

City of Hutchinson **KS**

Reference: Tom Sanders, Director of Human Resources

P: 620.694.2620 / E: toms@hutchgov.com

Duration of Service: July 2021 – November 2021

The City of Hutchinson (City) retained Raftelis in 2021 to conduct an assessment of its Public Works and Parks and Facilities Departments. The goal of the assessment was to examine each service area offered by the departments, identify opportunities for improved efficiency and effectiveness, and identify staffing needs. A total of 38 recommendations were developed to allow the City to have the capacity to meet the community's expectations and prioritize preventative maintenance of infrastructure and facilities. The assessment covered a wide array of services including street maintenance, stormwater and flood control, utilities, and fleet maintenance. In addition, the project team reviewed operations of specialized facilities owned by the City including a municipal airport, golf course, and zoo.

City of Edina **MN**

Reference: Scott Neal, City Manager

P: 952.927.8861 / E: sneal@edinamn.gov

Duration of Service: February 2021 – August 2021

In 2021 the City of Edina (City) engaged Raftelis to perform a review of the Public Works Department with a specific focus on the Engineering and Parks & Recreation Divisions. Edina, which is a first-tier inner-ring suburb of the Twin Cities, was experiencing increases in demand for police and fire services, as well as changes in the type of service required in the community. Both divisions had been part of reorganizations since 2018 and the City sought an assessment to clarify service delivery, staffing needs, and best practices. Raftelis reviewed documents and data, conducted numerous staff interviews and onsite visits, and compared the City with best practices in similar organizations. The resulting report provided recommendations and an implementation plan to further solidify the reorganizations, clarify roles, and enhance service delivery.

City of La Vista NE

Reference: Brenda Gunn, City Administrator

P: 402.331.4343 / E: bgunn@cityoflavista.org

Duration of Service: December 2018 – February 2019

The City of La Vista (City) engaged the firm to conduct a detailed assessment of the staffing, organizational structure, processes, and procedures of the Public Works Department. Additionally, the study included a review of the City's Recreation functions for identification of opportunities for enhanced collaboration and efficiency with the Public Works Department.

Pinellas County FL

Reference: Patricia A. Heiss, MSM, DTM, Administrative Manager

P: 727.464.4884 / E: pheiss@pinellas.gov

Duration of Service: November 2022 – May 2023

Since 2014, Pinellas County (County) has hired the firm to conduct several operational assessments and to assist with improving efficiency and effectiveness. Raftelis has worked on several projects to conduct process and financial analyses on various departments and divisions.

The Pinellas County Utilities Department engaged Raftelis to assess the necessary staffing and organizational structure to absorb budgeting and financial functions from other internal service departments in the County. Raftelis interviewed the staff within Utilities that perform finance related tasks, conducted peer benchmarking research, and presented several organizational structure options to the Utilities Director. Recommendations were made to align similar functions and create a new Financial Services Division reporting to the Utilities Director.

The Utilities Department also engaged the firm to review the organizational structure of the Utilities Engineering Division. The Division has experienced a high amount of turnover in the last five years, particularly at the leadership level. Raftelis is interviewing all staff within the Division to understand job duties, communication challenges, and organizational alignment. Recommendations for organizational structure options will be made to the Utilities Director in 2023.

The firm also assisted with a review of the Utilities business processes, particularly as related to engineering, customer service, maintenance, and water quality. The work was designed to build upon lessons learned during a water policy manual update project that Raftelis completed for PCU. Raftelis engaged division staff and other relevant stakeholders in a series of topical workshops to inventory and document existing services related to key work processes, such as new service installation (from permit to activation), implausible meter reads, and the meter-to-cash process. We began by developing an agenda and materials to support a half-day work session, from which a preliminary service inventory was developed in order to identify current staffing levels, services, PCU's return on investment, clarify whether the provision of each service was mandated or discretionary, and identify the cost of providing each unit of service.

Subsequent workshops were held to validate the inventory and map critical business processes. Raftelis identified opportunities to optimize processes, which could include a reduction in the number of steps to complete a given task, opportunities to reduce the cost of an activity, or opportunities to adjust the level of service being provided and to determine appropriate staffing levels. Raftelis reviewed its recommendations with the PCU project manager and relevant staff, which implemented several recommendations to enhance operations

City of Charleston sc

Reference: Susan Poteat, Director of Process and Service Improvement

P: 843.577.1381 / E: poteats@charleston-sc.gov

Duration of Service: January 2020 - Present

Charleston engaged the firm under a multi-year contract to conduct a series of organizational and structural assessments as part of the City's Innovation and Process Improvement initiative under the new leadership of Mayor John Tecklenburg. The organization had a well-established series of practices that served as a management system though not thoughtfully and intentionally designed. Mayor Tecklenburg has a different style than his predecessor and was eager to build an organizational culture of Resilience, Innovation, Sustainability, and Excellence.

The firm Group was hired to be a partner and collaborator for the Mayor and his administration and has conducted several different engagements, including staffing and structural assessments and a City-wide employee engagement survey. The survey project included the development of a detailed workforce profile for the organization and recommendations designed to improve the employee experience. We continue to work with the City to implement those recommendations.

Charleston is a major year-round tourist destination and is experiencing unprecedented development and permitting activity. The firm conducted a detailed review of the City's capital construction process to ensure adequate funding and staffing to meet the demands of infrastructure maintenance and construction. Additionally, the firm conducted a review of sanitation operations, processes, and staffing. Our study of the City's development review process included interviews with internal and external stakeholders as well as a workshop with relevant City staff to develop detailed action plans designed to streamline the process.

Monte Vista Water District ca

Reference: Betty Conti, Human Resources/ Risk Administrator

P: 909.267.2120 / E: jscottcoe@mwwd.org

Duration of Service: June 2021 – February 2022

Located at the intersection of San Bernardino, Los Angeles, Orange, and Riverside Counties, Monte Vista Water District (MVWD) provides retail and wholesale water supply to over 130,000 residents in a 30 square-mile area of San Bernardino County. The District has suffered historically poor preventive maintenance and is playing "catch up" with a significant capital projects investment in order to reduce a high leak and failure rate. A new General Manager and strategic plan, several new department heads, and other changes, including a campus construction plan and consideration of adding sewer service as a new business line, have resulted in the need to take a comprehensive look to ensure operations align with future growth and strategic goals.

Raftelis interviewed numerous employees, visited the site to tour facilities and assess maintenance practices, performed benchmarking with several other comparable utility operations, and reviewed numerous documents. We reviewed and compared all District job classifications and salary ranges to those in comparable agencies in the region, recommending where adjustments were necessary to remain competitive. Draft components of our review have been prepared and are in review with the District, pending finalization.

City of Bloomington IN

Reference: Emily Fields, Assistant Human Resources Director

P: 812.349.3404 / E: piersone@bloomington.in.gov

Duration of Service: May 2018 – April 2023

The City of Bloomington (City) began a systematic process of assessing each City department, under the leadership with Mayor John Hamilton. The City engaged our project team to lead these efforts. To date, detailed assessments have been completed for the following departments: Finance/Controller; Public Works; Utilities; Transportation and Planning; Legal; Human Resources; Information Technology; and the Police and Fire Departments. Assessments were also completed for the Housing and Neighborhood Development Department; Economic and Sustainable Development Department; and the Office of the Mayor. In addition, a review of the City's various Boards and Commissions was conducted.

For our review of the Planning and Transportation (P&T) and Public Works Departments (DPW), our team interviewed over 100 staff members for these assessments, reviewed documents and data, and participated in facility tours led by operations staff, among other steps. Resulting recommendations included organization structure change to establish an independent engineering function, investing in additional staff positions where appropriate, investing in additional technology and training, reviewing the level of staff capacity invested in supporting boards and committees, creating administrative support positions to manage certain functions, rebalancing garbage collection routes, reviewing vehicle washing procedures, and more.

FIRM CAPACITY AND CAPABILITY

Firm Capability and Capacity

With the depth of 160 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

PROXIMITY TO OSAGE BEACH

Raftelis' consulting staff is strategically positioned in offices throughout the country to efficiently provide services for our clients. Our staff collaborates with team members in other offices on a daily basis, and our people are adept at virtually collaborating with these team members using tools like Teams and Zoom. We have found that this cross-pollination across geographies and practice areas allows for the sharing of ideas and perspectives from across the firm, which helps us to provide insightful analysis to our clients.

The Project Manager for the City's engagement, Scott Parker, works out of our Kansas City office in Missouri and most recently worked for Kansas City Water. He, along with other members of our team, regularly work in municipalities in the Midwest and are familiar with the specific needs and operations in that region.

STAYING ON SCHEDULE

Raftelis employs several management strategies to heighten the effectiveness and efficiency of the services we provide to our clients. We place a high priority on being responsive to our clients and, as we determine scope and staffing for each project, we carefully consider our workload and the availability of resources to meet client needs and project schedules.

Each week, the Raftelis management team participates in a conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to the City even during periods of accelerated deadlines and heavy work requirements.

Our project management conference calls provide Raftelis project managers with opportunities to effectively distribute work within a project. However, it is equally important that consulting hours spent on the project are tracked and compared to project budgets on a real-time basis. Raftelis uses project management software to monitor project progress, consulting hours, and budgets.

If selected for this project, we will conduct a comprehensive scoping meeting with the City staff and our project team to discuss the work plan to ensure we are in agreement on how best to achieve the City's goals and objectives. This meeting will include a discussion of our proposed schedule and the City's timing requirements for meetings, milestones, and deliverables, so that our teams have a full understanding of what to expect on the project. Throughout the project, we will provide the City with frequent updates so that you are constantly aware of the status of the project and our progress towards meeting milestones and deadlines.

QUALITY ASSURANCE/QUALITY CONTROL

Credibility is crucial for building consensus and support for implementing the recommendations of a study. The fastest way for the City to lose credibility with your stakeholders is to provide information that is incomplete or incorrect. The City must have total confidence that the information provided by the consultant is as accurate as possible.

Raftelis has developed a Quality Assurance (QA) process that consistently results in accurate deliverables of the highest quality. Each QA plan is tailored to the specific project, but there are a number of common elements such as senior-level participation, outside perspective, and involvement from project initiation. The QA plan that we will implement as part of this project embodies these elements. We have found that a well-defined QA plan ensures that our work products will be of the highest quality and meet or exceed the standards that our clients have come to expect from Raftelis.

For quality assurance purposes, the Project Manager will issue guidance to each Raftelis project team member prior to the commencement of work to convey expectations, sources to use for problem solving, and the budget and schedule. The Project Director will provide guidance on project strategy, direction, and written deliverables to assist in minimizing the cost and time needed for editing and production prior to submittal to the City. For quality control, prior to submitting draft work products, each item is internally reviewed by the Project Director and Project Manager and revised to ensure consistency of professional quality and performance prior to submission to the City.

PROJECT APPROACH

Project Plan

The City of Osage Beach is seeking a professional consultant to provide an operational review and assessment of its Public Works Department. The goal of this engagement is to promote an environment of continuous improvement and consistency with recommended best practices.

Our team has extensive experience working with local government clients, including many in Missouri and surrounding states. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

One of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this by listening to our clients and really understanding what they have to say. We do not operate with a pre-packaged set of “cookie cutter” recommendations, and we diligently work to avoid trying to fit our clients into a standard mold.

Every organization develops traditions, practices, and routines. To a certain extent, these provide stability and consistency. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community. Our staff has substantial experience in developing performance measurement systems so that communities and departments can track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future.

We are excited about the opportunity to assist the City to proactively plan and prepare for the future. We understand the importance of respecting the staff who are in place to serve the public. We assume good intent and will work with the City to collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of public operations, makes us uniquely qualified to assist the City on this project within the timeframe requested.

To complete this work, our team will apply a project approach, focusing on these specific objectives using our “Six R” approach. This involves soliciting and collecting information on City **Responsibilities**, **Resources**, **Requirements**, and **Results** in order to identify possible organizational and operational **Revisions** with an associated **Roadmap** to implement positive change. This approach is depicted in the graphic above.



THE FOLLOWING DETAILS THE WORK PLAN DEVELOPED FOR THE CITY.

Activity 1: Begin and Manage Engagement

We will begin this engagement by conducting a kick-off meeting with the City's project team and Public Works Department Director to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and challenges of the current Public Works Department (Department) processes, structure, and operations, and other issues that may be relevant to our work.

To begin to engage them in the process, Raftelis will also hold a meeting with the Public Works Management Team as a group to review the project purpose, schedule, work plan, and process steps.

Our team will provide the City with a written request for data and documents such as organization charts, budgets, City and/or Department strategic plans, previous studies, departmental work plans, workload volumes, collective bargaining agreements, performance metrics, and other similar data to inform our work. Our team will provide an online drive for easy upload of documents or weblinks by City staff.

Throughout the project, our team will provide regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

DELIVERABLES:

- Kick-off meeting agenda
- Document/data request
- Final project schedule

Activity 2: Understand Context

To fully understand the Public Works Department's current staffing and service provision, our project team will visit the City. Our team will individually and confidentially interview Department supervisors and managers from across the Department, including in the Transportation, Water, and Sewer Divisions. During these interviews we will discuss their responsibilities, staffing, resources, use of technology, business processes, and their perceptions on department strengths and challenges. We will discuss management systems, staff training and development, constraints (including policies, labor agreements, or external factors), business processes, and service level expectations from both management and customers. Raftelis will ensure an understanding of staff skills, development and training, and performance management systems. While onsite, our team will tour Public Works facilities to better understand operational requirements.



We will then schedule and conduct two focus group sessions with a cross-section of Public Works staff to learn more about their perspectives on opportunities for improvement, to gain more detail on themes that arose from interviews, and to validate what we've learned to date.

Raftelis will also meet with up to three department directors or key staff members who interact frequently with the Department in order to understand internal customer service satisfaction and coordination with Public Works. These interviews will provide insight on relationships and interactions between City departments, with a particular emphasis on work processes that flow across departmental boundaries such as contracting, purchasing, finance, and human resources. Finally, our team will interview 2-3 key external stakeholders and customers who use the Department's services to learn about their perspectives of Department strengths and challenges.

We will summarize everything learned for our internal use.

Activity 3: Assess Operations

To comprehensively assess the Department's operations, staffing, and structure, the project team will employ our Six R approach as introduced previously. The approach guides our efforts through data development, issue identification and analysis, and creation of recommendations tailored to provide the optimal workforce plan for the Department of Public Works.



Best Practices and Benchmarking

Raftelis will evaluate the performance of the Department as it compares to industry standards of performance. The resulting diagnostic provides a quick and objective overview of both the quantitative and qualitative work activities of the Department. We have developed industry best practices in many areas of local government service and will use American Public Works Association (APWA) Best Practices as a standard for this review. We will compare and contrast operations and practices in the Department of Public Works with the best practices of other successful organizations and apply relevant trends in operations and staffing as appropriate.

In collaboration with the City's project team, we will identify other agencies of similar size and services as the Department in the region and Midwest and conduct benchmarking research to compare and contrast the City's performance against those in these similar organizations. Where outliers exist, we will determine the reason and make any recommendations to close the gap, as appropriate.

Organization Structure

Next, our team will evaluate the organization and structure of the Department to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the Department and all divisions, as well as how they integrate with the overall structure of your government. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure
- Alignment of leadership, management, and supervision
- The relative importance of specific operations in regard to organizational placement
- Adequacy of communication and coordination between and among operating units
- Spans of control and management supervision
- Overlapping or duplicated functions

- Clear lines of authority and responsibility
- Sufficiency of supervisory ratios
- Distinct work units to carry out important functions
- Use of performance metrics and accountability

Based upon everything learned, our team will identify where organizational structure changes can improve operations and oversight, and where plans should be made to address future initiatives and service levels.

Staffing Levels

The project team will leverage the prior activities to define appropriate current and future staffing levels based upon this analysis. Our project team will employ a holistic approach using a variety of staffing assessment mechanisms. This approach incorporates the Department's desired set of program service levels, its budgetary capacity, the skills and training of the current workforce, continuity of operations and succession, its access to technology, and many other non-numeric drivers. Our team will also analyze whether and how the Department can leverage external workforce options such as temporary or seasonal staff, contracted staff or companies, volunteers, and more.

Process, Maintenance, and Technology

Raftelis will review policies and procedures related to infrastructure and facility maintenance in the Department. We will assess the current level of effort and compare against industry best practices to ensure the City's investment in capital infrastructure is maximized. Our team will also assess where potential efficiencies could be gained by further use of process streamlining or technology, including both office and field technologies.

Following our analysis, we will summarize everything learned for our internal use.



Activity 4: Develop Recommendations

At this point in the project, our project team will have conducted interviews, service level matrix review, structure and staffing level assessment, benchmarking review, best practice review, and data and document review in order to draft preliminary observations and recommendations for the Department.

We will present our preliminary observations and recommendations for discussion with the City's project team. Based upon feedback received, additional follow-up on issues or analysis will be conducted as needed in order to finalize our recommendations.

DELIVERABLES:

- Preliminary observations and recommendations

Activity 5: Prepare Project Report

Once recommendations are finalized, we will prepare a comprehensive draft report. The report will include an executive summary, detailed description of our methodology and approach, and the full analysis and justification of recommendations for the Department of Public Works. Our reports are comprehensive and clearly tell the story of what was observed, what is already done well, what can be improved, and how it can be improved.

The preliminary report will be provided to the City for review and discussion. We request that the City provide one consolidated list of comments within 30 days of receipt of the draft report. Raftelis will provide the final project report within two weeks of receipt of the City's consolidated comments. Our team will be prepared to make one virtual or in-person presentation of the final report to the Board of Aldermen as requested.

The final report will include the Implementation Roadmap, introduced previously, to provide additional detail on recommendations and to support implementation efforts by the Department and the City. This includes phasing/priority and timeline for each recommendation.

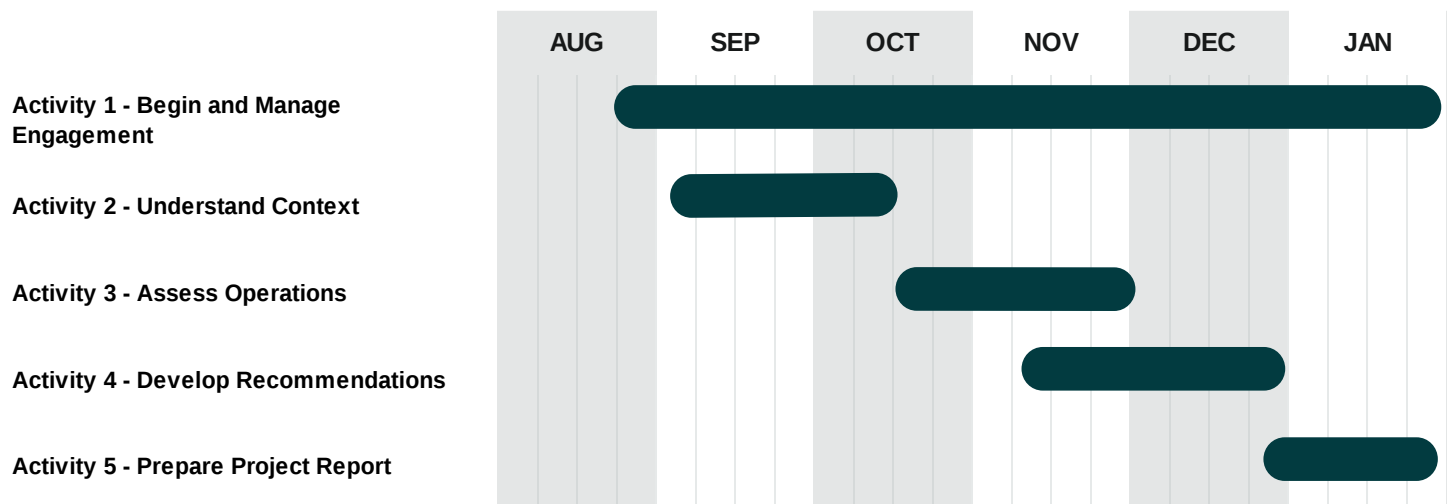
DELIVERABLES:

- Preliminary report
- Final report
- Implementation Roadmap
- One presentation of the final report (virtual or in-person)

TIMELINE

Timeline

A proposed schedule by project activity is provided in the table below. We expect to refine this with the City during Activity 1.



COST

Cost

The total fixed fee for completion of the scope of work is \$55,000. This includes all professional fees and expenses, including travel, lodging, and office/technology expenses.

A cost breakdown by project activity is provided in the table below.

Activity	Description	Cost
1	Begin and Manage Engagement	\$7,550
2	Understand Context	\$13,750
3	Assess Operations	\$9,700
4	Develop Recommendations	\$7,650
5	Prepare Project Report	\$16,350
TOTAL		\$55,000

The City will be invoiced monthly as tasks are completed.



EXCEPTIONS

Exceptions

We request that the City consider making the following modifications, shown in red below, to the Public Works Assessment Agreement. Please contact us if you have any questions or concerns about these modifications.

2. Contractor's Obligations.

b. *Professionalism.* 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 **prevailing at the time and place the Work is performed**). 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 all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all applicable 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.

c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance **and compensation** shall be adjusted equitably.

3. City's Obligations.

b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations. **Contractor may rely on the accuracy and completeness of the information provided by the City.**

8. Laws, Ordinances, and Regulations. Contractor shall ~~conform to comply with~~ all **applicable** 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.

11. 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 to the extent caused by the negligent act or~~ any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

14. Ownership of Work Product. All ~~documents and other work product deliverables~~ 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. **Nothing contained herein shall be deemed a transfer, assignment or divestiture by Contractor of its trade secrets, know-how or intellectual property.**

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating for the Bluff Drive Shoulder Improvement Project for an amount not to exceed \$146,585.00. *First Reading*

Requested Action:

First Reading of Bill #23-83

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:

No - (Transportation Fund, pending FY2024 budget adoption)

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc Streets/Roads Proposed in the 2024 Budget

Department Comments and Recommendation:

This project was bid out in October and the bids were opened on November 2nd. The City received three bids and the low bid is from Don Schnieders Excavating for \$146,585.00. The City has worked with this contractor multiple times within the last year. Most recently on the Osage Beach City Hall Improvements project and we have a good working relationship with the contractor.

This project will repair a failing shoulder along Bluff Drive between Ski Drive and Hammock Lane. \$120,000 is in the 2024 draft budget for this project, a carryover from FY2023 budget. The project is over budget and will work with the City Administrator to ensure that this updated amount is in draft 2 of the 2024 budget. The additional \$26,585.00 needed will have to come at the expense of another project. Likely, one of the drainage projects will be pushed to the following year. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-83 is in correct form.

City Administrator Comments:

This is a FY2023 carryover project included in the FY2024 Operating Budget v1. As stated above, FY2024 Operating Budget v2 will require modification to fund the carryover project upon contract award by the Board of Aldermen.

BILL NO. 23-83

ORDINANCE NO. 23.83

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING FOR THE BLUFF DRIVE SHOULDER IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$146,585.00

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 Contract with Don Schnieder Excavating., 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 Forty-Six Thousand Five Hundred Eighty-Five Dollars. (\$146,585.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.83 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.83.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Bluff Drive Shoulder Improvements

BID FORM

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

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, 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. NA Dated _____

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 itemized bid form)

Bluff Drive Shoulder Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$16,000.00	\$16,000.00
2	Traffic Control	LS	1	\$22,970.00	\$22,970.00
3	Force Main Pot Hole & Locate	EA	4	\$490.00	\$1,960.00
4	Clearing and Grubbing	LS	1	\$3,120.00	\$3,120.00
5	Subgrade Excavation	CY	160	\$63.00	\$10,080.00
6	Removal of Guardrail	LS	1	\$3,000.00	\$3,000.00
7	Engineered Fill (12" minus)	CY	200	\$107.00	\$21,400.00
8	Aggregate Base - Type V	Ton	60	\$61.00	\$3,660.00
9	Asphalt Pavement - Bituminous Base	Ton	16	\$690.00	\$11,040.00
10	Asphalt Pavement - Type BP-1	Ton	16	\$690.00	\$11,040.00
11	Midwest Guardrail System	LF	420	\$42.00	\$17,640.00
12	Crashworthy End Terminal	EA	1	\$4,300.00	\$4,300.00
13	Sign Relocation	EA	1	\$1,000.00	\$1,000.00
14	Silt Fence	LF	355	\$5.00	\$1,775.00
15	Site Restoration & Clean Up	LS	1	\$5,600.00	\$5,600.00
16	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid:					\$139,585.00

TOTAL BID IN WRITING: One Hundred Thirty-Nine Thousand, Five Hundred Eighty-Five Dollars

Alternate No. 1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Temporary Traffic Signal & Control	LS	1	\$7,000.00	\$7,000.00

Bluff Drive Shoulder Improvements

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

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

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

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

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

Dated at Jefferson City, Missouri this 2nd day of November, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No. _____

Bluff Drive Shoulder Improvements

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: Don Schnieders Excavating Company, Inc.

Name of Corporation

By

Donald E. Rhea

President

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Bruce L. Bax

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Bruce L. Bax

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President

Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary

Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

**Bid Tabulation
Bluff Drive Shoulder Improvements
Osage Beach Project No.
November 2, 2023**



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

Item	Description	Unit	Quantity	Engineer's Estimate		Don Schnieders Excavating		Stockman Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00	\$ 30,300.00	\$ 30,300.00
2	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 22,970.00	\$ 22,970.00	\$ 40,000.00	\$ 40,000.00
3	Force Main Pot Hole & Locate	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 490.00	\$ 1,960.00	\$ 1,100.00	\$ 4,400.00
4	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,120.00	\$ 3,120.00	\$ 20,000.00	\$ 20,000.00
5	Subgrade Excavation	CY	160	\$ 35.00	\$ 5,600.00	\$ 63.00	\$ 10,080.00	\$ 130.00	\$ 20,800.00
6	Removal of Guardrail	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,900.00	\$ 7,900.00
7	Engineered Fill (12" minus)	CY	200	\$ 50.00	\$ 10,000.00	\$ 107.00	\$ 21,400.00	\$ 190.00	\$ 38,000.00
8	Aggregate Base - Type V	Ton	60	\$ 40.00	\$ 2,400.00	\$ 61.00	\$ 3,660.00	\$ 55.00	\$ 3,300.00
9	Asphalt Pavement - Bituminous Base	Ton	16	\$ 225.00	\$ 3,600.00	\$ 690.00	\$ 11,040.00	\$ 550.00	\$ 8,800.00
10	Asphalt Pavement - Type BP-1	Ton	16	\$ 225.00	\$ 3,600.00	\$ 690.00	\$ 11,040.00	\$ 570.00	\$ 9,120.00
11	Midwest Guardrail System	LF	420	\$ 35.00	\$ 14,700.00	\$ 42.00	\$ 17,640.00	\$ 48.00	\$ 20,160.00
12	Crashworthy End Terminal	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,700.00	\$ 4,700.00
13	Sign Relocation	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
14	Silt Fence	LF	355	\$ 3.50	\$ 1,242.50	\$ 5.00	\$ 1,775.00	\$ 6.00	\$ 2,130.00
15	Site Restoration & Clean Up	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,600.00	\$ 5,600.00	\$ 3,000.00	\$ 3,000.00
16	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 116,142.50		\$ 139,585.00		\$ 218,360.00

Item	Alternate No. 1	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Temporary Traffic Signal & Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,650.00	\$ 8,650.00

Total Bid	\$	121,142.50	\$	146,585.00	\$	227,010.00
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Bluff Drive Shoulder Improvements

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Don Schneiders Excavating Company, INC a corporation of the State 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:

Bluff Drive Shoulder Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **thirty (30)** consecutive calendar 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.

Bluff Drive Shoulder Improvements

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By Michael Harmison/Mayor
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

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 16, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Bill 23-84 - An ordinance of the City of Osage Beach, Missouri, amending section 110.110 providing for the Regular Board of Aldermen Meetings to begin at the hour of 5:30 pm on the first and third Tuesdays of each month. *First Reading*

Requested Action:

First Reading of Bill #23-84

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:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-84 is in correct form.

City Administrator Comments:

As I provided for the discussion at the November 2, 2023 Board of Aldermen meeting on said topic, below are other regularly scheduled meetings of the City, or of others with representation by Mayor/Board/Staff, that may aid in the discussion and decision making.

- Osage Beach Planning Commission - 2nd Tuesday Monthly, 6 PM
- Lake Ozark/Osage Beach Joint Sewer Board Meeting - 3rd Tuesday

Monthly/Semi-Monthly, 4 PM (Held at Lake Ozark City Hall, Board and Staff Representation on Board)

- Osage Beach Board of Adjustment - 3rd Wednesday Monthly, 4 PM
- Osage Beach Special Road District Meeting - 3rd or 4th Wednesdays Monthly, 6 PM (Held at OB City Hall, City Staff participation on behalf of the City)
- Osage Beach Municipal Court - Currently 2nd and 4th Thursdays, 9 AM - 3 PM (Likely to change to a Monday schedule in 2024, decision pending)

If changes are made to the regularly scheduled Board meetings, modifications to the Board packet schedule will be made to accommodate any said changes.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 110.110 PROVIDING FOR THE REGULAR BOARD OF ALDERMEN MEETINGS TO BEGIN AT THE HOUR OF 5:30 P.M. ON THE FIRST AND THIRD TUESDAYS OF EACH MONTH.

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:

Section 110.110 Regular Meetings

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of ~~6:00~~ **5:30** p.m. on the first (1st) and third (3rd) ~~Thursdays~~ **Tuesdays** of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month.

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 January 1, 2024, and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME

I hereby certify that Ordinance No.23.84 was duly passed on _____by the Board of Aldermen of the City of Osage Beach.

The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.84.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, completion November.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Workshop schedule for January 11, 2023, 6 PM.
 - Employee Survey Results
 - Estimated completion November.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - 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.