

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

May 1, 2025 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting - April 17, 2025 & April 24, 2025, Special BOA Meeting

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- ▶ Bills List- May 1, 2025

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PROCLAMATION

- A. Proclamation authorizing the Mayor to proclaim:
Peace Officers Memorial Day May 15, 2025, and National Police Week May 12-18, 2025.
Local Government Week May 4 - 10, 2025

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UNFINISHED BUSINESS

- A. Bill 25-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Osage Beach Scout Troop #118 to manage and staff the Osage Beach City Park Concession Stand for the 2025 Season. *Second Reading*
- B. Bill 25-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotion efforts to support the Lake of the Ozarks Bikefest 2025 Event for an amount not to exceed \$3,000.00 *Second Reading*
- C. Bill 25-32- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a credit card processing agreement with World Fuel for Lee C Fine and Grand Glaize Airports. *Second Reading*
- D. Bill 25.33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135: Budget and Finance in General, adding Section 135.021 Accepting Payment. *Second Reading*
- E. Bill 25-35 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 200 Police Department; Section 200.040 Powers and Duties of Chief of Police as set forth. *Second Reading*
- F. Bill 25-36- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 Annual Budget, Transfer of Funds for Necessary Expenditures, for the purchase of natural gas to fuel Public Works heaters. *Second Reading*
- G. Bill 25-37 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.160 Separation from Service as set forth. *Second Reading*
- H. Bill 25-38- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.220 Alcohol, Drug and Controlled Substance Abuse and Section 125.230 Supplemental Policies as set forth. *Second Reading*
- I. Bill 25-39- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human

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Resources System (Personnel) Rules and Regulations Section 125.040 Human Resource Commission as set forth. *Second Reading*

Pg 88 J. Bill 25-40- An ordinance of the City of Osage Beach, Missouri, amending Chapter 605 Business Licenses and Regulations; Section 605.070 Fees as set forth. *Second Reading*

Pg 97 K. Bill 25-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245 Parks and Recreation Section 245.060 Parks ~~Sponsorship Advertising~~ Fees as set forth. *Second Reading*

NEW BUSINESS

Pg 102 A. Public Hearing - Rezoning Case 426 JM Corners, LLC.

Pg 103 B. Bill 25-42 An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 426. *First Reading*

Pg 113 C. Bill 25-43 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Hydro-Klean, LLC for the Rockway Lift Station Reline Project for an amount not to exceed \$112,680.00 *First Reading*.

Pg 118 D. Bill 25-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order #1 with Don Schneider Excavating CO. INC. for the Veterans Memorial Project for not to exceed amount of \$172,217.90. *First & Second Reading*

Pg 130 E. Bill 25-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with McKim & Creed for the East System Leak Survey Project for an amount not to exceed \$20,000.00 *First Reading*.

Pg 155 F. Motion to approve the purchase of a 201hp submersible pump and soft start from MEC for \$113,751.62.

Pg 159 G. Public Works supervision hierarchy discussion

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
April 17, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, April 17, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Bob O'Steen, Alderman Phyllis Marose and Alderman Kevin Rucker. Absent Alderman Celeste Barela. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, Police Chief Todd Davis, City Engineer Drew Bowman, Public Information Officer (PIO) Jayme Rutledge, Airport Manager Ty Dinsdale, Human Resource Director Maddy Mousseau, Parks and Recreation Manager Eric Gregory, Building Official Ron White and City Planner Cary Patterson.

CITIZEN'S COMMUNICATIONS

No Public Comments

Alderman Ross gave a few thank you to Dan Field, staff and the Mayor and Board of Aldermen. He also stated that it has been an honor to serve.

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

UNFINISHED BUSINESS

Bill 25-27- An ordinance of the City of Osage Beach, Missouri, approving a petition to amend the petition establishing the Lakeport Village Community Improvement District. *Second Reading*

Alderman Hoffman made a motion to approve the second reading of Bill 25-27. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 25-27 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Absent Alderman Barela. Bill 25-27 passed and approved as Ordinance 25-27.

Bill 25-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Jeep Invasion event in an amount not to exceed \$3,000.00. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 25-29. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 25-29 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Absent Alderman Barela. Bill 25-29 passed and approved as Ordinance 25-29.

Bill 25-30 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Section 705.090 Pressure and Continuity. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 25-30. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 25-30 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Ross. "Nays" Alderman Marose, Alderman Rucker, Alderman O'Steen. Absent Alderman Barela. Bill 25-30 fails.

PRESENTATION AND RECEPTION

Presentation for Alderman Richard Ross

Mayor Harmison presented Alderman Ross with a plaque for his service with the City.

Mayor Harmison asked for a short recess. Asked everyone to enjoy a cupcake to honor Alderman Ross's service with the City of Osage Beach.

Alderman Ross left the dais.

Newly elected Alderman Collins joined the dais.

Mayor Harmison called the meeting back to order.

NEW BUSINESS

Motion to Approve certification of Election results

Alderman Hoffman made a motion to approve the Election results. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Barela.

Camden County Results

Ward I

John Robert "Bob" O'Steen - 34 votes = 100%

Ward II

Justin Hoffman - 58 votes = 56.86%

Kyle Carrara - 24 votes = 23.53%

William Donovan – 20 votes = 19.61%

Ward III

Richard Ross – 67 votes = 45.89%

Rebecca Collins – 79 votes = 54.11%

Miller County Results

Ward I

John Robert "Bob" O'Steen - 12 votes = 100%

Oath of Office

City Clerk Berreth gave Oath of Office to newly elected Official Rebecca Collins Ward III, Re-Elected Bob O'Steen Ward I and Justin Hoffman Ward II.

Motion to Elect President of the Board of Aldermen

Alderman Hoffman made a motion to Elect Alderman Bob O'Steen as President of the Board of Aldermen. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Proclamation authorizing the Mayor to proclaim May 4-10, 2025, Municipal Clerks Week.

Mayor Harmison read the proclamation for Municipal Clerks Week.

Public Hearing - TAP99001(529) MO Route 42 Miller County ADA Improvement Project

Alderman Hoffman made a motion to close the Public Hearing for the TAP99001(529) MO Route 42 Miller County ADA Improvement Project. This motion was seconded by Alderman O'Steen. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotion efforts to support the Lake of the Ozarks Bikefest 2025 Event for an amount not to exceed \$3,000.00 *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 25-31. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-32- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a credit card processing agreement with World Fuel for Lee C Fine and Grand Glaize Airports. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-32. This motion was seconded by Alderman Rucker. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25.33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135: Budget and Finance in General, adding Section 135.021 Accepting Payment. *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 25-33. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes with 4 "Ayes" 1 "Nay".

Bill 25-34 - An ordinance of the City of Osage Beach, Missouri, allowing the Mayor to sign a Memorandum of Understanding with the Village of Four Seasons to operate the Village's Warning Sirens. *First and Second Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 25-34. This motion was seconded by Alderman O'Steen. Absent Alderman Barela. Motion passes unanimously with voice vote.

Alderman Rucker made a motion to approve the second reading of Bill 25-34. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-34 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman O'Steen, Alderman Collins, Alderman Marose and Alderman Rucker. Absent. Alderman Barela. Bill 25-34 passed and approved as Ordinance 25-34.

Bill 25-35 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 200 Police Department; Section 200.040 Powers and Duties of Chief of Police as set forth. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-35. This motion was seconded by Alderman Rucker. Absent Alderman Barela. Motion passes unanimously with voice vote.

Resolution 2025-10 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 for the purchase of natural gas to fuel Public Works heaters.

Alderman Hoffman made a motion to approve Resolution 2025-10. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-36- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 Annual Budget, Transfer of Funds for Necessary Expenditures, for the purchase of natural gas to fuel Public Works heaters. *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 25-36. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-37 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.160 Separation from Service as set forth. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-37. This motion was seconded by Alderman Collins. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-38- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.220 Alcohol, Drug and Controlled Substance Abuse and Section 125.230 Supplemental Policies as set forth. *First Reading*

Alderman Hoffman made a motion to amend to change to 20 days. This motion was seconded by Alderman Collins. Absent Alderman Barela. Motion passes unanimously with voice vote.

Alderman Hoffman made a motion to approve the first reading of Bill 25-38 with the amendment. This motion was seconded by Alderman Collins. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-39- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations Section 125.040 Human Resource Commission as set forth. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 25-39 with the amendment. This motion was seconded by Alderman Hoffman. Absent Alderman Barela. Motion passes unanimously with voice vote.

Alderman Rucker made a motion to amend 125.040 - #5 City Clerk or his or her designee. This motion was seconded by Alderman Collins. Absent Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-40- An ordinance of the City of Osage Beach, Missouri, amending Chapter 605 Business Licenses and Regulations; Section 605.070 Fees as set forth. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-40. This motion was seconded by Alderman O'Steen. Absent Alderman Barela. Motion passes with a roll call vote.

Bill 25-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245 Parks and Recreation Section 245.060 Parks ~~Sponsorship Advertising~~ Fees as set forth. *First Reading*

Alderman Hoffman made a motion to approve the first reading of Bill 25-41. This motion was seconded by Alderman Rucker. Absent Alderman Barela. Motion passes unanimously with voice vote.

Discussion - Staff asking for delivery of Board Packet on Monday.

City Clerk and City Administrator will get together to come up with a plan to get the packet out on Fridays.

Alderman Rucker said he was leaving the dais.

Alderman Rucker stated he was not leaving the dais.

Discussion - Board Committees

Public Works

Water
Sewer
Transportation
Engineering

Public Safety

Police
911
Ambulance
Airport
Parks

Finance/Administration

Clerk
Treasurer
HR
Administration
IT
Planning
Legal
Building
Economic Development

Staff has been directed to come back with more details.

Motion to allow the sale of surplus salvage at Public Works

Alderman Hoffman made a motion to allow the sale of surplus salvage at Public Works. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Resolution 2025-11 - A resolution appointing to Board of Directors of Osage Beach Commons Community Improvements District, Celeste Barela Alderman.

Alderman Hoffman made a motion to approve Resolution 2025-11. This motion was seconded by Alderman O'Steen. Absent Alderman Barela. Motion passes unanimously with voice vote.

Resolution 2025-12 - A resolution appointing to Board of Directors of the Lakeport at Oasis Community Improvement District, Justin Hoffman Alderman.

Alderman O'Steen made a motion to approve Resolution 2025-12. This motion was seconded by Alderman Marose. Absent Alderman Barela. Motion passes unanimously with voice vote.

Resolution 2025-13 - A resolution appointing to Board of Directors of the Beach Drive Community Improvement District, Kevin Rucker Alderman

Alderman Rucker made a motion to approve Resolution 2025-13. This motion was seconded by Alderman Hoffman. Absent Alderman Barela. Motion passes unanimously with voice vote.

Resolution 2025-14 - A resolution appointing to Board of Directors of the Arrowhead Community Improvement District, Phyllis Marose Alderman.

Alderman Rucker made a motion to approve Resolution 2025-14. This motion was seconded by Alderman O'Steen. Absent Alderman Barela. Motion passes unanimously with voice vote.

STAFF COMMUNICATIONS

City Administrator Lake – Strategic Planning July 23.

Asst. City Administrator White – Recognized 911 Dispatchers Week. Held 4 PIO interviews.

Parks and Rec Manager Gregory – Easter Egg Hunt has been rescheduled to Saturday April 26. Volleyball courts have been revived.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Requested to have a new Board picture taken on May 15.

EXECUTIVE SESSION

Alderman Hoffman made a motion to open the Executive Session. This motion was seconded by Alderman Marose. A roll call vote “Ayes” Alderman Hoffman, Alderman O’Steen, Alderman Collins, Alderman Marose and Alderman Rucker. Absent Alderman Barela. Motion passes unanimously.

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

Alderman Hoffman made a motion to close the Executive Session. This motion was seconded by Alderman Marose. A roll call vote “Ayes” Alderman Hoffman, Alderman O’Steen, Alderman Collins, Alderman Marose and Alderman Rucker. Absent Alderman Barela. Motion passes unanimously.

ADJOURN

The meeting adjourned at 8:15 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 April 17, 2025, and approved May 1, 2025.

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 MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
April 24, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Meeting on Thursday April 24, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Rebecca Collins, Alderman Kevin Rucker, Alderman Bob O'Steen Alderman. Absent Celeste Barela. City Administrator Devin Lake was present and performed the duties for the City Clerk's office.

EXECUTIVE SESSION

A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by R.S.Mo. § 610.021(1), (3), and (13). Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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

No announcements were made following the closed session.

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

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 6:32pm. I, Devin Lake City Administrator 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 April 24, 2025, and approved May 1, 2025.

Devin Lake/City Administrator

Michael Harmison/Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
May 1, 2025**

Bills Paid Prior to Board Meeting	\$	338,762.27
Payroll Paid Prior to Board Meeting	\$	182,237.60
SRF Transfer Prior to Board Meeting	\$	24,044.42
TIF Transfers	\$	47,643.05
Bills Pending Board Approval	\$	325,137.00
Total Expenses	\$	917,824.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,975.00
			Fed WH	13,736.42
		INTERNAL REVENUE SERVICE	FICA	10,262.58
			Medicare	2,400.17
		MISSIONSQUARE RETIREMENT	Loan Repayment	15.42
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirement 457 &	5,253.55
			Retirement 457	2,603.84
			Loan Repayments	93.14
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	119.32
			Loan Repayments	113.99
			Loan Repayments	577.67
			Loan Repayments	189.44
			Loan Repayments	258.16
			Loan Repayments	259.64
			Retirement Roth IRA	475.00
		OPTUM BANK INC	HSA Contribution	247.50
			HSA Family/Dep. Contributi	2,574.96
		ONE TIME VENDOR NITISHA WOODS	NITISHA WOODS:	<u>70.00</u>
			TOTAL:	45,070.55
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	368.68
			Medicare	86.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	150.82
			Retirement 401	351.90
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.66
			2025 MAYOR APPRECIATION DI	1,792.00
		LAKE OF THE OZARKS ELKS LODGE No 2517	MAYORS BEACH TOWELS	1,289.87
			PROMO 4 U	
		BOWMAN, KAREN	BOARD OF ADJ MEETING 3/19/	25.00
			BOARD OF ADJ MEETING 3/19/	25.00
		O'KEEFE, GLORIA	BOARD OF ADJ MEETING 3/19/	25.00
			BOARD OF ADJ MEETING 3/19/	25.00
		GROSS, RANDY	BOARD OF ADJ MEETING 3/19/	25.00
			BOARD OF ADJ MEETING 3/19/	25.00
		CATCOTT, FRED	BOARD OF ADJ MEETING 3/19/	25.00
			BOARD OF ADJ MEETING 3/19/	25.00
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	562.75
			Medicare	131.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.97
			Retirement 401	636.92
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	139.98
			2025 CITY OFFICIALS TRAINI	<u>35.00</u>
			TOTAL:	1,779.23
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	263.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	61.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.96
			Retirement 401	310.22
		AT&T MOBILITY-CELLS	CITY CLERK CELL PHONES	47.66
		POWERS, KEGAN	MLG REIMB CNTRL MO CLERK M	77.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,042.70
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	650.03
			Medicare	152.02
		MISSIONSQUARE RETIREMENT	Retirement 401%	322.11
			Retirement 401	761.45
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	2,185.61
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	110.56
			Medicare	25.86
		MACA TREASURER	MACA SPRIN CONF- A WALLAND	350.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.40
			Retirement 401	129.26
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	746.08
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	397.15
			Medicare	92.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.16
			Retirement 401	455.37
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,215.56
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	641.55
			Medicare	150.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.74
			Retirement 401	748.39
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	313.94
		WEX INC	BLDG DEPT FUEL	194.42
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,546.08
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	504.51
			Medicare	117.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	194.23
			Retirement 401	572.84
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	27.50
			WATER SOFTENER 4/1-4/30/25	103.50
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	136.56
		WEX INC	PARK DEPT FUEL	129.76
		AMEREN MISSOURI	LWR DIAMOND LTS 3/9-4/7/25	12.85
			HWY 42 BALLPARK LTS 3/9-4/	24.47
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	1,936.71
Human Resources	General Fund	CITY OF OSAGE BEACH	EMPLOYEE OF QTR1 GIFT CARD	254.95
		INTERNAL REVENUE SERVICE	FICA	266.62
			Medicare	62.36
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	308.87
		AT&T MOBILITY-CELLS	HR CELL PHONES	44.66
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,182.33
Police	General Fund	MOTOROLA SOLUTIONS INC	BATT IMPRES	790.20
		INTERNAL REVENUE SERVICE	FICA	4,300.79
			Medicare	1,005.86
		PETTY CASH	PETTY CASH REIMB. INVESTIG	20.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,036.39
			Retirement 401	4,830.65
		AT&T MOBILITY-CELLS	POLICE/AMB FN LAPTOP 2/24-	1,031.00
			POLICE DEPT CELL PHONES	803.31
		WEX INC	POLICE DEPT FUEL	5,711.69
			POLICE DEPT CAR WASHES	119.91
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,125.00
		PHILLIPS, SUMMER	MEALS FOR GREEN LAB	65.00
		WRIGHT, STEPHEN	MEALS FOR GREEN LAB	<u>65.00</u>
			TOTAL:	22,167.30
911 Center	General Fund	AT & T/CITY HALL	911 PH SVC 3/23-4/22/25	991.67
			CH PH SVC/911 LINE 4/5/25	1,000.00
		INTERNAL REVENUE SERVICE	FICA	970.37
			Medicare	226.95
		MISSIONSQUARE RETIREMENT	Retirement 401%	290.04
			Retirement 401	927.26
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 4/1-4/30/25	41.57
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.66
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,683.02
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	223.80
			Medicare	52.34
		PATTERSON, CARY	TAXI REIMB - COM DEV CONF	172.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.79
			Retirement 401	260.84
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	896.57
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	381.38
			Medicare	89.20
		MISSIONSQUARE RETIREMENT	Retirement 401%	187.70
			Retirement 401	437.95
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	136.98
		WEX INC	ENG DEPT FUEL	47.84
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,393.55
Information Technology	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 4/5/25	910.00
		INTERNAL REVENUE SERVICE	FICA	452.40
			Medicare	105.80
		MISSIONSQUARE RETIREMENT	Retirement 401%	144.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	518.41
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 4/1-4/30/25	83.14
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.56
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,428.94
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	162.45
			Medicare	38.00
		POWERS ENTERTAINMENT GROUP LLC	2025 EASTER EGG HUNT ENTER	1,867.50
		MISSIONSQUARE RETIREMENT	Retirement 401%	168.60
			Retirement 401	<u>183.41</u>
			TOTAL:	2,262.46
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	326.58
		INTERNAL REVENUE SERVICE	Fed WH	716.47
			FICA	862.09
			Medicare	201.60
		MISSIONSQUARE RETIREMENT	Retirement 457 &	606.09
			Retirement 457	34.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>47.08</u>
			TOTAL:	2,793.91
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	862.09
			Medicare	201.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	409.29
			Retirement 401	955.01
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	547.33
		WEX INC	TRANS DEPT FUEL	3,878.00
		AMEREN MISSOURI	792 PASSOVER LTS 2/13-3/16	19.49
			1095 MACE RD LTS 2/13-3/16	33.75
			1129 INDUSTRIAL 2/13-3/16/	32.61
			1075 NICHOLS LTS 2/16-3/17	53.24
			872 PASSOVER LTS 2/13-3/16	24.55
			KK DR PALISADES 3/4-4/2/25	96.77
			MACE RD RNDABT 2/13-3/16/2	24.52
			680 PASSOVER LTS 2/13-3/16	21.47
			MAIN SALT BLDG 3/10-4/8/25	12.16
			LAZY DAYS LTS 2/26-3/27/25	27.78
			ST LGT SVC 3/1-4/1/25	4,296.33
			CUST OWNER LTG 3/1-4/1/25	354.03
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SERVICE 2/17-3/17/25	974.82
		OZARK CDL LLC	CDL TRAINING - H HARRIS	1,300.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	325.50
		HERNANDEZ, DERRICK	CDL LICENSE FEE	78.79
		FIRST LIGHT TECHNOLOGIES	2 DUSK DAWN LIGHTS	<u>8,970.00</u>
			TOTAL:	23,499.14
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	MAR 2025 SALES TAX	4,708.90
			State Withholding	440.21
		INTERNAL REVENUE SERVICE	Fed WH	1,055.78
			FICA	946.32
			Medicare	221.31
		MISSIONSQUARE RETIREMENT	Retirement 457 &	608.30
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	108.65
			HSA Family/Dep. Contributi	105.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ONE TIME VENDOR OSAGE BEACH HANGAR & SJURSON, JAMES P	02-2590-02 06-1320-03	208.60 <u>27.72</u>
			TOTAL:	8,464.41
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	946.32
			Medicare	221.31
		MISSIONSQUARE RETIREMENT	Retirement 401%	420.82
			Retirement 401	1,105.65
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	407.35
		WEX INC	WATER DEPT FUEL	1,024.01
		AMEREN MISSOURI	6186 FIRE ST WELL 3/2-3/31	3,827.36
			LK RD 54-29 WELL 2/13-3/16	305.04
			BLUFF RD TOWER 3/10-4/08/2	2,208.35
			COLLEGE WELL 3/9-4/7/25	1,094.16
			LK RD 54-59 WELL 2/27-3/30	132.00
			SWISS VLG WELL 2/27-3/30	746.63
			COLUMBIA CLG WELL 2/13-3/1	2,298.52
			COLUMBIA TWR POLE 2/13-3/1	306.55
		DEVORE, CALEB	MILEAGE REIMB 3/12/25	30.80
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SERVICE 2/17-3/17/25	974.82
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	324.75
		WRIGHT, COLTEN	MILEAGE REIMB 3/23/25	<u>42.00</u>
			TOTAL:	16,491.44
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	562.21
		INTERNAL REVENUE SERVICE	Fed WH	1,274.56
			FICA	1,342.03
			Medicare	313.85
		MISSIONSQUARE RETIREMENT	Retirment 457 &	478.92
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		OPTUM BANK INC	HSA Contribution	170.00
			HSA Family/Dep. Contributi	<u>253.13</u>
			TOTAL:	4,502.70
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,342.03
			Medicare	313.84
		MISSIONSQUARE RETIREMENT	Retirement 401%	421.99
			Retirement 401	1,540.78
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	900.08
		WEX INC	SEWER DEPT FUEL	2,069.66
		AMEREN MISSOURI	GRINDER PUMPS & STATIONS	2,668.53
			5757 CHAPEL SVC 2/16-3/17/	1,094.66
			GRINDER PUMPS & LIFT STATI	4,386.64
			GRINDER PUMPS & LIFT STATI	7,194.37
			GRINDER PUMPS & LIFT STATI	2,532.00
			GRINDER PUMPS & LIFT STATI	5,197.08
		CAMPBELL, FRANK	MILEAGE REIMB 3/21-4/11	117.60
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	249.75
		DIFFEY, CHAD	MILEAGE REIMB 3/7-3/14	84.00
		GLOBAL AVIATION SERVICES LLC	2024 FORD PUMP TRUCK VIN37	<u>137,755.00</u>
			TOTAL:	168,055.51
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	477.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,289.19
			FICA	1,118.27
			Medicare	261.53
		MISSIONSQUARE RETIREMENT	Retirment 457 &	360.17
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
		ONE TIME VENDOR SUSAN BARRONE	AMB OVERPAYMENT	<u>50.00</u>
			TOTAL:	3,998.93
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,118.27
			Medicare	261.53
		MISSIONSQUARE RETIREMENT	Retirement 401%	321.18
			Retirement 401	1,018.63
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 4/1-4/30/25	41.57
		AT&T MOBILITY-CELLS	POLICE/AMB FN LAPTOP 2/24-	88.48
			AMB DEPT CELL PHONES	47.66
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAR AMBULANCE REIMBURSEMEN	2,690.49
		WEX INC	AMB FUEL	580.47
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	6,355.78
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	MAR 2025 SALES TAX	856.48
			State Withholding	243.20
		INTERNAL REVENUE SERVICE	Fed WH	477.47
			FICA	476.90
			Medicare	111.53
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.21
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Contribution	20.00
			HSA Family/Dep. Contributi	<u>153.33</u>
			TOTAL:	2,511.66
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 3/10-4/8/25	12.16
			KAISER TRMNL BLDG 3/10-4/8	224.17
			LCF HANGAR 2 3/10-4/8/25	52.05
			LCF NEW AP HANGAR 3/10-4/8	94.81
		INTERNAL REVENUE SERVICE	FICA	476.90
			Medicare	111.53
		MISSIONSQUARE RETIREMENT	Retirement 401%	76.15
			Retirement 401	540.92
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.83
		WEX INC	LCF FUEL	56.90
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>195.00</u>
			TOTAL:	1,939.42
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	72.80
		INTERNAL REVENUE SERVICE	Fed WH	316.37
			FICA	274.83
			Medicare	64.28
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.20
			Retirement 457	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	858.48
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 2/27-3/30/25	46.23
			GG TBLC EXT D 2/27-3/30/25	243.42
			GG AP SHOP 2/27-3/30/25	57.27
			957 AIRPORT RD 2/27-3/30/2	12.36
			GG AP TBLC EXT D 2/27-3/30	23.19
			GG AP SLEEPY 2/27-3/30/25	122.27
		INTERNAL REVENUE SERVICE	FICA	274.83
			Medicare	64.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.82
			Retirement 401	322.18
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.83
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	1,350.68
TIF - OB Commons	TIF - OB Commons	MISSOURI DEPT OF REVENUE	ARROWHEAD TIF DISBURS	1,036.79
			ARROWHEAD TIF DISBURS	1,036.86
			TOTAL:	2,073.65

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

10	General Fund	95,866.56
20	Transportation	26,293.05
30	Water Fund	24,955.85
35	Sewer Fund	172,558.21
40	Ambulance Fund	10,354.71
45	Lee C. Fine Airport Fund	4,451.08
47	Grand Glaize Airport Fund	2,209.16
63	TIF - OB Commons	2,073.65

 GRAND TOTAL: 338,762.27

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	MO MUNICIPAL LEAGUE	2025 MCMA - A WHITE	200.00
			2025 MCMA - D LAKE	200.00
			2025 LEG CONF - D LAKE	<u>135.00</u>
			TOTAL:	535.00
City Clerk	General Fund	SMART POSTAL CENTERS	2025 BUDGET BOOKS	1,624.84
		ALPHAGRAPHS OF OSAGE BEACH	REG WHITE ENVELOPES	341.92
		STAPLES BUSINESS ADVANTAGE	CITY CLERK INK & TONER	435.00
		GENERAL CODE LLC	CODE CODIFICATION	2,178.00
		AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	<u>182.77</u>
			TOTAL:	4,762.53
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	COURT REC BOOK	<u>8.96</u>
			TOTAL:	8.96
Building Inspection	General Fund	LOWE'S	BUILDING SUPPLIES	22.78
		STAPLES BUSINESS ADVANTAGE	NOTEPADS	<u>25.36</u>
			TOTAL:	48.14
Building Maintenance	General Fund	CINTAS CORPORATION	MATS	148.66
			MATS	148.66
		STAPLES BUSINESS ADVANTAGE	BOWLS & PLASTIC WEAR	119.70
			KITCHEN SPONGES & PAPER TO	70.73
			BATTERIES & PAPER TOWELS	286.39
		COCHRAN ENGINEERING	BUILDING IMPROVEMENTS	<u>185.00</u>
			TOTAL:	959.14
Parks	General Fund	CONSTRUCTION CONCEPTS CORPORATION	CITY PARK BATHROOM - FINAL	15,927.75
		LOWE'S	DISC GOLF	381.92
			DISC GOLF	456.43
			FRISBEE GOLF	381.92
			STRAW BALE	107.20
			55 GAL DRUM	75.92
			HOG RINGS	8.53
			3 LB LINE	52.23
			CLEANING SUP	16.51
			PALLET RETURN	19.95-
		AMAZON CAPITAL SERVICES INC	SPORTS NET AND STRAPS	92.59
			HOT DOG ROLLER CONCESSIONS	183.99
		COCHRAN ENGINEERING	PARK IMPROVEMENTS	820.00
			PEANICK PK IMPROV LOR-2132	<u>11,400.00</u>
			TOTAL:	29,885.04
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM SCREENING	310.00
			PRE-EMP SCREENING	150.00
			POST ACCIDENT TESTING	75.00
		MO DEPT OF LABOR & IND RELATIONS	2025 1ST QTR UNEMPLOYMENT	208.45
		PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATIONS	<u>300.00</u>
			TOTAL:	1,043.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	HI-TECH AUTO BODY INC	TOW FEE - PD21	251.00
			OIL CHANGE PD EQUINOX 0987	90.00
		HEDRICK MOTIV WERKS LLC	MOTOR REPAIRS & TOWING PD2	671.72
			VEHICLE REPAIRS PD 17	221.99
		ONE TIME VENDOR NATIONAL LAW ENFORCEME	NATIONAL LAW ENFORCEMENT O	1,000.00
			TOTAL:	2,234.71
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH	MULES CHARGES APR-JUN 2025	255.00
			TOTAL:	255.00
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	PN23554 CASE 426JM	57.40
			PN23552	168.00
			PN23582 VARIANCE 355	37.45
			TOTAL:	262.85
Engineering	General Fund	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU PARKWAY PLAZA TIRE COCHRAN ENGINEERING MARCO	ARCGIS SUBSCRIPTION 4/25-4	4,949.00
			OIL CHANGE & FILTER	68.42
			GENERAL CONSULTING	9,596.00
			PLOTTER SUPPORT 1/26-2/25	136.38
			PLOTTER SUPPORT 3/26-4/25	107.80
			TOTAL:	14,857.60
Information Technology	General Fund	TYLER TECHNOLOGIES INC LAKE SUN LEADER 81525 & 1586450 HUBER & ASSOCIATES, INC	INSIGHT UB TRANSACTION FEE	208.00
			PN23588 BID MICROSOFT 365	95.90
			APRIL MNGED SVCS	8,100.00
			TOTAL:	8,403.90
Economic Development	General Fund	AMAZON CAPITAL SERVICES INC	DVDS FOR MOVIES IN PARK	48.56
			TOTAL:	48.56
			ADVANCED TURF SOLUTIONS INC	
Transportation	Transportation	FASTENCO INC		
		O'REILLY AUTOMOTIVE STORES INC	WEED KILLER	978.72
			PARTS FOR SNOW PLOW	29.48
			PARTS FOR SNOW PLOW	101.55
			BUSHING	9.55
		LAKE SUN LEADER 81525 & 1586450	ADAPTER	8.22
			1QT MOTOR OIL	19.47
		CROWN POWER & EQUIPMENT	PN23576 SAFER STREETS GRAN	100.10
		DAM STEEL SUPPLY	OIL LEAK & MOTOR REPAIR	3,262.89
		LOWE'S	CHANNEL FOR SALT SPRAYER	46.90
		MAGRUDER LIMESTONE CO INC	HOOKS FOR NEW TRAILERS	20.20
			4-6" CLEAN	3,514.48
			2" CLEAN & 4-6" CLEAN HATC	2,565.61
			UNIFORMS & RUGS	326.20
			UNIFORMS & RUGS	14.11
			UNIFORMS & RUGS	235.20
		DELTA GASES INC	UNIFORMS & RUGS	14.11
			ACETYLENE FOR WELDER	76.95
		AMAZON CAPITAL SERVICES INC	PARTS FOR WELDER	7.73
			PAPER PLATES, BOWLS, TRASH	54.83
			RATCHET CHAIN FOR MOW TRAI	281.98
			SIGNAGE FOR CITY PARKWAY	153.98
			SIGNING FOR PARKWAY	372.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MCS RENTAL & SUPPLY	LIFT FOR HEATER INSTALL	60.00
		COCHRAN ENGINEERING	STREETS - MISC	40.00
			OB PARKWAY	40.00
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18	38.84
		NICK'S TRUE VALUE HARDWARE	GRAB HOOKS FOR TRAILER	131.90
			YEL BARS & MISC TOOLS	49.26
			14 OZ RUBBER	29.98
		TOTAL TOOL SUPPLY INC	SCREED BAR	1,168.76
		AUTO TECH SERVICES	NEW ENGINE - F550 VIN7021	15,147.56
		HENDERSON PRODUCTS INC	SCREEN & CROSS SUP - SALT	<u>1,938.84</u>
			TOTAL:	30,839.58
Water	Water Fund	USABUEBOOK	CHEMICAL PUMPS	2,534.40
		SCHULTE SUPPLY INC	AMR ANNUAL SUB 5/1/25-4/30	8,072.24
		D&R MATERIALS	GRASS SEED	780.00
		MUNICIPAL EQUIPMENT CO	8" CLAVAL REBUILD ASSEMB.	7,471.00
		O'REILLY AUTOMOTIVE STORES INC	FUSES	12.48
		LAKE SUN LEADER 81525 & 1586450	PN23571 BID ROCKWAY RELINE	182.00
		CROWN POWER & EQUIPMENT	.	3,262.90
		CONSTRUCTION CONCEPTS CORPORATION	WELL HOUSE REPAIRS - PMT 1	94,363.50
		LOWE'S	PEX SHARK BITE TOOL	622.58
			BLADES, GRINDER WHEEL, DRL	228.24
			WILDFLOWER SEED	75.74
			WILDFLOWER SEED	83.27
			DRAIN TILE FOR SHOP	149.50
			STRAW FABRIC	327.84
			SEED	69.33
			SEED	69.33
			CONCRETE ANCHORS	57.36
			WILDFLOWER SEED	408.56
			WILDFLOWER SEEDS	113.55
			WILDFLOWER SEEDS	113.55
		MAGRUDER LIMESTONE CO INC	2" CLEAN & 4-6" CLEAN SWIS	513.89
		CINTAS CORPORATION	UNIFORMS & RUGS	210.98
			UNIFORMS & RUGS	14.12
			UNIFORMS & RUGS	210.98
			UNIFORMS & RUGS	14.12
		AMAZON CAPITAL SERVICES INC	PAPER PLATES, BOWLS, TRASH	54.83
		MCS RENTAL & SUPPLY	LIFT FOR HEATER INSTALL	60.00
		COCHRAN ENGINEERING	PROFESSIONAL SERVICES	1,708.36
			CONNECTING WATER	580.00
			TOWER AND WELL IMPROVEMENT	40.00
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18	38.85
			UB PRNTR MAINT 4/11-5/10	14.73
		AM CONSTRUCTION SUPPLY INC	BLADES FOR SAW	<u>699.98</u>
			TOTAL:	123,158.21
Sewer	Sewer Fund	LAKE SUN LEADER 81525 & 1586450	PN23570 BID LEAK SURVEY	149.80
		LO-OB JOINT SEWER PLANT	MAR MONTHLY FLOWS	44,012.13
		CROWN POWER & EQUIPMENT	OIL LEAK & MOTOR REPAIR	3,262.89
		CORE & MAIN LP	TORINO CIR	902.99
		LOWE'S	BUG SPRAY	22.72
			VAPEX	28.48
			SANDS	85.44
			BUBBLERS	187.85
			MAGGIE DR	6.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MAGGIE DR	34.23
		CINTAS CORPORATION	UNIFORMS & RUGS	328.69
			UNIFORMS & RUGS	14.12
			UNIFORMS & RUGS	328.69
			UNIFORMS & RUGS	14.12
		PARKWAY PLAZA TIRE	6 TIRES - 22 FORD F550	1,426.98
		AMAZON CAPITAL SERVICES INC	PAPER PLATES, BOWLS, TRASH	54.83
		MCS RENTAL & SUPPLY	LIFT FOR HEATER INSTALL	60.00
		COCHRAN ENGINEERING	LIFT STATION IMPROVEMENT	3,105.00
		REEVES-WIEDEMAN COMPANY	YMCA REPAIRS	117.89
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18	38.85
			UB PRNTR MAINT 4/11-5/10	14.73
		NICK'S TRUE VALUE HARDWARE	MISC TOOLS	9.73
		CORRO-TECH CT INDUSTRIAL PRODUCTS	AIR MONITOR & MAINTENANCE	1,704.64
		TOTAL TOOL SUPPLY INC	VACUUM & PUMP TOOL	500.00
		INDUSTRIAL CHEM LABS & SERVICES	PINE ODOR CONTROL	287.83
		GLOBAL AVIATION SERVICES LLC	PUMP TRUCK REPAIRS	5,500.00
			TOTAL:	62,199.24
Ambulance	Ambulance Fund	LIFE-ASSIST, INC.	MEDICAL SUPPLIES	1,695.75
			TOTAL:	1,695.75
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	90.00
		O'REILLY AUTOMOTIVE STORES INC	BATTERY & CORE EXCHANGE	163.52
		CRAWFORD, MURPHY & TILLY INC	LCF MSTR PLAN&UPDATE 2/1-2	24,336.34
		REEVES-WIEDEMAN COMPANY	FUEL HOSE REPLACEMENT	17.89
		HOME DEPOT CREDIT SERVICES	MAR PURCHASES	63.88
			TOTAL:	24,671.63
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	90.00
		DAM STEEL SUPPLY	HANGAR 17 DOOR REPAIR	1,778.00
		LOWE'S	20X20 BASIC FLT	13.27
			SCREWS, DOOR MOLD	63.59
			ROPE & CABLE	300.68
		CRAWFORD, MURPHY & TILLY INC	GG MSTR PLAN&UPDATE 2/1-2/	16,978.41
		HOME DEPOT CREDIT SERVICES	MAR PURCHASES	12.97
			MAR PURCHASES	27.01
		NICK'S TRUE VALUE HARDWARE	SPRINGS AVGAS TRUCK	3.78
			TOTAL:	19,267.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	General Fund			63,304.88
20	Transportation			30,839.58
30	Water Fund			123,158.21
35	Sewer Fund			62,199.24
40	Ambulance Fund			1,695.75
45	Lee C. Fine Airport Fund			24,671.63
47	Grand Glaize Airport Fund			19,267.71

GRAND TOTAL:				325,137.00

TOTAL PAGES: 5



PROCLAMATION

PEACE OFFICERS MEMORIAL DAY MAY 15, 2025 AND NATIONAL POLICE WEEK MAY 12-18, 2025

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Osage Beach Police Department play an essential role in safeguarding the rights and freedoms of Osage Beach; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Osage Beach Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Michael Harmison, Mayor, call upon all citizens and all patriotic, civic, and educational organizations to observe the week of May 12th through May 18th as **National Police Week** in Osage Beach and publicly salute the service of law enforcement officers in our community and communities across the nation. I further call upon all citizens of Osage Beach to observe May 15, 2025, as **Peace Officers Memorial Day** in honor of all fallen officers and their families.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 1st day of May 2025.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



***Proclamation
Local Government Week
May 4-10, 2025***

WHEREAS, local governments in Missouri make important decisions that affect the lives of all Missourians, and

WHEREAS, local governments are the level of government closest to the people, and

WHEREAS, local governments include city councils, county commissions, school boards among others, and

WHEREAS, local governments are the ultimate expression of grassroots democracy, and

WHEREAS, local governments play an essential role in the quality of life in Missouri communities,

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, do hereby proclaim the week of May 4-10, 2025

“LOCAL GOVERNMENT WEEK”

In the City of Osage Beach and urge all Missourians to join me in recognizing local governments as they serve their communities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 1st day of May 2025.

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Frederick Gregory, Parks and Recreation Manager
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 25-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Osage Beach Scout Troop #118 to manage and staff the Osage Beach City Park Concession Stand for the 2025 Season. *Second Reading*

Requested Action:

Second Reading of Bill #25-28

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:

First Youth League Games begin on May 5th. We hope to have the concession stand open for those games pending approval of 2nd reading.

Budgeted Item:

No

Budget Line Information (if applicable):

NA

Department Comments and Recommendation:

This partnership promises to be mutually beneficial for both the City Parks and Recreation Department and Scout Troop #118. Staffing the City Park concession stand during the season has always been a challenge, and having the scouts assist at the stand and during special events will provide much-needed support. In return, the troop will receive a percentage of the revenue earned, which will help fund their activities and educational trips. The Department Manager recommends approval of this partnership and is happy to answer any questions.

City Attorney Comments:

Per City Code 110.230, Bill 25-28 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-28

ORDINANCE NO. 25.28

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OSAGE BEACH SCOUT TROOP #118 TO MANAGE AND STAFF THE OSAGE BEACH CITY PARK CONSESSION STAND FOR THE 2025 SEASON.

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

Section 1. The Mayor is hereby authorized to execute a contract with Osage Beach Scout Troop #118 under substantially the same terms and conditions as the attached draft, **Exhibit A** to this ordinance.

Section 2. 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: March 20, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.28 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. 25.28.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH CONCESSION STAND AGREEMENT

THIS CONCESSION STAND AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Scout Troop 118 (“**Operator**”), on the following terms.

WHEREAS, Operator wishes to provide volunteers to manage the concession stand at Osage Beach City Park; and

WHEREAS, the City of Osage Beach wishes to compensate Operator for promoting such volunteerism.

NOW THEREFORE the parties make the following Agreement in furtherance of the above:

I. TERMS

1. **Definitions and Common Terms.** The following terms shall have the following specific meanings:
 - a. Concession Stand: The interior of the food-service concession stand at Osage Beach City Park, together with a non-exclusive right to use the adjacent covered patio area, but excluding the Osage Beach Parks and Recreation offices and any locked space not otherwise authorized herein.
 - b. Operator. Scout Troop 118 and any officers, agents, employees, volunteers, or subcontractors thereof.
2. **Term.** This Agreement shall commence May 1, 2025 and conclude October 31, 2025 (the “Initial Term”). The City may authorize the City Administrator to extend this Agreement for the same dates in 2026, 2027, and 2028 (each a “Renewal Term”) by motion no later than December 31 of the preceding year.
3. **Description of Relationship.**
 - a. Compensation. City shall pay to Operator a share of gross concession sales for the duration of this Agreement, calculated as follows: Forty percent (40%) of all net revenues generated at the Concession Stand, where net revenues are equal to gross revenue less cost of goods sold.
 - b. Payment. Compensation shall be paid no later than November 15 of each year for that year’s sales. Rent may be paid annually or in periodic installments. All such payments shall be accompanied by a report showing the calculation of such sums and acceptance thereof

shall represent a certification by Operator that such reports/calculations are true and accurate.

c. Additional conditions.

- i. The Concession Stand shall collect all applicable sales taxes, which taxes shall be a cost of goods sold.
- ii. The concession stand shall be staffed by Operator's volunteers and open a minimum of 24 hours per week. The City shall approve the scheduled hours, with such approval not to be unreasonably withheld.
- iii. Operator shall be responsible for complying with all food safety regulations and other state or local requirements.
- iv. City shall be responsible for setting prices for all concessions.
- v. Operator shall not sell non-food items in the Concession Stand without prior written approval from City. Such approval is in City's sole discretion and shall be subject to the same terms, requirements, and fees as above. All outside vendors must receive prior written approval from City and otherwise comply with City Code § 245.050.
- vi. Operator shall be responsible for cleaning the concession stand to comply with or exceed health department standards. Operator may be asked to check the adjacent bathrooms from time to time and replace paper products, but City shall remain responsible for cleaning said bathrooms.
- vii. All decisions not expressly provided for herein shall be up to the discretion of the City Administrator or his/her designee.

d. Maintenance

- i. Operator agrees not to paint or otherwise alter any structure without City's prior written consent. City will be responsible for maintenance of and repairs to the roof, walls, and structural components of the Concession Stand structures. Operator will provide its own signage to clearly communicate that it is managing the Concession Stand by agreement with the City.
- ii. Except the foregoing, City will be responsible for all maintenance of the Concession Stand, which shall be returned to City in the same or similar condition at the termination of this lease. Operator shall keep the Concession Stand in the same condition as delivered by the City. Any additional maintenance desired by Operator may be provided by Operator at its expense with City's prior written approval.
- iii. Notwithstanding the foregoing, if either party causes damage to the Concession Stand, the maintenance or repair of which would otherwise be the responsibility of

the non-damaging party, the damaging party shall be responsible for all such repairs.

- iv. Operator shall not cause or permit any waste, misuse, or neglect of the water, gas or electric fixtures. Operator shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the Concession Stand for any purpose whatsoever without the written consent of City, and in the event Operator shall so bore, cut, or structurally weaken any part of the Concession Stand, City may at once enter and repair any damage done or replace any parts, and charge the cost of the same to Operator, or City may, at its option, pursue any other remedy herein provided.

e. Volunteers.

- i. Operator shall be solely responsible for all costs associated with providing the volunteers necessary to perform the terms of this Agreement.
 - ii. Operator shall ensure that no minor is present in the Concession Stand without adult supervision. No adult shall be responsible for supervising more than four minors at a time.
 - iii. No minor shall handle cash, credit cards, or other forms of payment or money.
 - iv. Minors shall only handle prepackaged (dry, frozen, or refrigerated) foods in their original packaging (i.e. candy bars, chips, soda cans, popsicles, etc.). No minor shall operate any kind of equipment involved in food preparation, including but not limited to grills, hot dog rollers, hot cheese, meat slicers, knives, soup pots/lades, or other kitchen utensils (except that scissors are acceptable for opening food packaging).
 - v. Operator must provide proof of background check clearance (criminal and sex offender) in a form acceptable to the City for each of Operator's adult staff/volunteers to City before said staff/volunteer begins any work that is covered by this Agreement. Operator shall maintain records thereof in an electronically accessible format for not less than three years from the end of the Term for which the check was performed.
- f. Keys, Inspections. City shall retain working keys necessary to access the Concession Stand, including all exterior and interior doors but excluding Operator's filing cabinets, safes, cash drawers, and other personal property. Operator shall insure the City has all such keys and shall inform City of any changes in locks and keys and provide new keys to City at Operator's expense.
- g. Records. Operator shall utilize City's point-of-sale (POS) system which records sales in each category, producing valid receipts therefor. Said POS system shall produce an audit trail

which is acceptable to the City Administrator or his/her designee who may audit Operator's records and accounts on behalf of the City.

4. **Operator's Obligations.**

- a. *Professionalism.* Operator 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. Operator shall ensure its personnel and any subcontractors comply with all City policies while on-site. Operator 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.
- b. *Insurance.* Operator shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate; Operator shall name City as additional insured on said policy, but only to the extent necessary to cover claims not barred by City's sovereign immunity. Operator agrees to submit any claim arising out of this Agreement or the subject matter thereof to its liability carrier first and before submitting any claim to the City's insurance carrier.
- c. *Licenses, Permits, Taxes.* Operator shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to its obligations herein. Operator shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- d. *Communication.* Operator will provide timely replies to City's inquiries and requests for information. Operator's point of contact for this Agreement is: Janelle Stockstill,

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.

- 5. **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.
- 6. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Operator 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.

7. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
8. **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. Operator shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
9. **Laws, Ordinances, and Regulations.** Operator shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Operator, 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. Operator 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, Operator, or the City. Operator specifically acknowledges that it has read and understands Chapter 245 of the Osage Beach City Code, which applies to City Park and Peanick Park.
10. **Certifications Regarding Debarment.** Operator certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Operator Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Operator further certifies that it and its Operator Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Operator or any Operator Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Operator further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Operator must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Operator 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. Operator 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.
12. **Anti-Israel Discrimination.** Operator 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.

13. **Indemnification by Operator.** Operator 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 Operator or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Operator. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **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. Operator must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Operator that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Operator under this Agreement shall become the property of City once submitted to City.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Operator. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **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 Operator:
Girl Scout Troop 118

City may also serve written notice to Operator by personal delivery to any of its officers or employees over the age of 18.

19. **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.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on

any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.

21. **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.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **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, including both state and federal causes of action, 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.
24. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
25. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
27. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

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

CITY:
CITY OF OSAGE BEACH, MISSOURI

OPERATOR:
GIRL SCOUT TROOP 118

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotion efforts to support the Lake of the Ozarks Bikefest 2025 Event for an amount not to exceed \$3,000.00 *Second Reading*

Requested Action:

Second Reading of Bill #25-31

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Yes - Event Dates Upcoming

Budget Line Information (if applicable):

Budget Line Item/Title:

FY2025 Budgeted Amount: \$13,000

FY2025 Expenditures to Date (04/17/2025): (\$ 0.00)

FY2025 Available: **With the passing of the 2nd reading of Jeep Invasion** \$10,000

FY2025 Requested Amount: \$3,000

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-31 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2025 EVENT FOR AN AMOUNT NOT TO EXCEED \$3,000.00

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

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

Section 1. That the expenditure of funds for advertising in the amount of Three Thousand dollars (\$3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Bikefest to be held September 10-14, 2025.

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

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.31 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.31.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH

REQUEST FOR EVENT SUPPORT

EXHIBIT A TO CITY CODE SECTIONS 110.300

Requested Amount: \$3,000

Date of Request: 4/4/25

Organization Information:

Organization Name: Lake of the Ozarks Bikefest
Address: PO Box 1498 City: Osage Beach State: MO Zip: 65065
Phone#: 573-348-1599 Website/Email: www.Lakebikefest.com
Contact Name: Heather Brown Phone #: 573-348-1599
Phone#: _____ Website/Email: heather@funlake.com

Is the organization a not-for-profit _____ Yes ☒ No

If yes, is it a registered 501 (c) 3 or other designation? _____ Yes ☒ No (if yes, attach IRS classification)

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

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

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

Event Information:

Event Name: Lake of the Ozark Bikefest Event Dates: September 10-14, 2025
Event Location: Lake Area- Camden, Miller & Morgan Counties Event Times: All Day

Description of Event: This event has grown considerably over the last 19 years due to the support of our sponsors and allowing the event to grow with its marketing efforts. This event brings in thousands of Bikers to the Lake Area during a slower off season week to help stimulate the economy.

How will the proceeds of the event be used? We will continue to expand our digital marketing by geofencing events and motorcycle dealerships.

How will the City be recognized through this event? See Sponsorship Letter

Is the event open to the public? ☒ Yes ___ No ___ If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ___ Yes ☒ No ___ If yes, explain: _____

Budget Information: Please attach all budget details including all sources of funding and expenses.

Must accompany the application

In case of a budget shortfall, how will the loss be covered? We only spend what we bring in on sponsorships

How many years have this event been held? 19 years Estimated Attendance: Unknown but Tens of Thousands

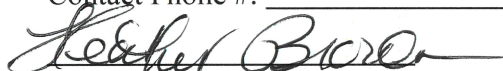
Last year's attendance (if applicable) _____

Applicant

Application Completed by: Heather Brown

Contact Phone #: 573-348-1599

Date: 4/4/25


Signature

Heather Brown
Print Name

Event Chairman
Title

Send Completed Application and Attachment to:

Email: dlake@osagebeach.org

Mail to:

City of Osage Beach
Attn: Devin Lake/City Administrator
1000 City Parkway
Osage Beach, MO 65065

573-302-2000 extension 1010

Friday, April 4, 2025



The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the \$3,000 sponsorship for the 2024 Lake of the Ozarks Bikefest and the committee would like to ask the City of Osage Beach to consider a funding request in the amount of \$3,000 for the 2025 Lake of the Ozarks Bikefest. The 2024 event was a large success.

The 2025 Lake of the Ozarks Bikefest Sponsorship would include.

- 1) 950 pixels X 950 pixels www.LakeBikeFest.com Banner Ad
- 2) Listing on Sponsor Page on www.LakeBikeFest.com with link to your website
- 3) Logo in Bikefest Section of the *Official Bikefest Program Guides*
- 4) Logo on 1,500 Official Bikefest Passports
- 5) Logo on 1,500 Official Bikefest Passport Maps
- 6) Logo on Official Bikefest Video
- 7) One post on the Bikefest Facebook page and other social media

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the three counties at Lake of the Ozarks. There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship.

Here are a few advertisements we are running in 2025:

Second Home Living
Lake of the Ozarks Vacation & Services Guide
Lake of the Ozarks Get Down Guide
Funlake.com Banner Ad
MSW Interactive Designs Social Media Campaign
LO Profile Magazine
Mid Am Freedom Rally Guide
Sturgis Rally Guide
Sturgis Digital Billboards
Sturgis Postcards
Bikefest 2'x3' Event Banner
Bikefest E-Mail Marketing
Bikefest TXT Messaging
Bikefest Geofencing - (12 Major Biker Events throughout the Midwest)
Bikefest Geotargeting - (Harley-Davidson Shops throughout the Midwest)

Our goal is to grow our budget so we can grow our advertising even more outside of Missouri. The above print advertisements are Regional, and our Digital Campaigns are outside of Missouri. Our goal is to create a larger budget to expand our marketing efforts digitally on a National Level.

Thank you again for your support and please feel free to reach out to me if you have any questions.

Respectfully,

Heather Brown
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 - 1599 - office
Heather@funlake.com

2025 BIKE FEST		
		BUDGET
<u>Income</u>		
Co-Title Sponsor - Aaron Sachse		\$ 15,000.00
Co-Title Sponsor - Leatherman		\$ 3,000.00
Co-Title Sponsor - Osage Beach		\$ 3,000.00
Co Title Sponsor-Jack Daniels		\$ 6,000.00
Co Title Sponsor-Budweiser		\$ 6,000.00
Vendor Villages		\$ 2,250.00
Major Sponsor		\$ 6,500.00
Passport Stop Participants		\$ 15,400.00
Featured Lodging		\$ 1,550.00
Passport Sales		\$ 29,350.00
Lodging Listings		\$ 600.00
Co-Title Sponsor-American Flat Track		\$ 10,000.00
Patch Sales		\$ 1,600.00
Co-Title Sponsor-Codes		\$ 3,000.00
Co-Title Sponsor - Surdyke		\$ 9,000.00
		\$ 112,250.00
<u>Expenses</u>		
Secretary of State-Annual Fees		\$ -
Board Insurance		\$ 818.00
ORR Expenses		\$ 1,456.57
Hot Summer Nights - F/P Ad		\$ 425.00
Evers & Co-Taxes		\$ 1,000.00
Mid Am Freedom Rally- 1 pg. Ad		\$ 465.00
McDaniels-Geo Marketing		\$ 13,034.30
MSW-Social Media/Website		\$ 12,113.82
Event Video		\$ 750.00
(15) Passport Signs 18" x 24"		\$ 352.50
Bryan Cave-Copyright		\$ 4,857.00
Get Down Guide - Full Page Ad		\$ 500.00
CMA Commisison		\$ 4,600.00
Schmidt & Associates Sponsor Commis		\$ 15,000.00
Misc Expense-Postage, Checks, etc.		\$ 13.35
LOCVB-Misc		\$ 33.24
Advertising Commission-S&A		\$ 5,989.24
Event Banners-Sent to Buffalo Chip		\$ 725.26
1,500 Passports & 1,800 Maps		\$ 1,794.21
Passport 2' x 3' Banners & Stamp		\$ -
Event Postcards		\$ 1,152.32
AlphaGraphics-Thank Yous		\$ 135.47
Buffalo Chip Marketing		\$ 7,500.00
CMA \$5 x 698 + \$1 x1292 =		\$ 4,782.00
Surdyke Bike		\$ 9,000.00
HD Motorcycle		\$ 25,000.00
Total		\$ 111,497.28
Balance		\$ 752.72

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 25-32- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a credit card processing agreement with World Fuel for Lee C Fine and Grand Glaize Airports. *Second Reading*

Requested Action:

Second Reading of Bill #25-32

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):

Department Comments and Recommendation:

This is a piece of the new Point of Sale software and services we are transitioning to and will allow us to accept Government Aircards for fuel purchases. The airport department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-32 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-32

ORDINANCE NO. 25.32

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CREDIT CARD PROCESSING AGREEMENT WITH WORLD FUEL SERVICES FOR LEE C. FINE AND GRAND GLAIZE AIRPORTS.

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 processing agreement with World Fuel Services; under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.32 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. 25.32.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this ____ day of _____ 20__ (“Agreement”) between _____, a _____ company (“Merchant”), and World Fuel Services, Inc., a Texas corporation (“World Fuel”) entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 (“Card Processing Services”) for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the “Cards”, and each individually, a “Card”). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, “Applicable Law” means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council’s (“PCI”) requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as “Operating Procedures”). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant’s own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the "Gateways") and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel's consent in its sole discretion.
- b. Subject to Merchant's compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the "Documentation") exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel's competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel's approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction

information (each, a "Compromised Data Event"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel's gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and

- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.
- 8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
- 9. Indemnification: Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
- 10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

[Signature Page to Follow]



Executed this ____ day of _____, 20____

Merchant Name:

By: _____

Name: _____

Title: _____

Accepted this ____ day of _____, 20____.

World Fuel Services, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.



SCHEDULE 2

OUT OF NETWORK - FEE SCHEDULE

Credit Card Type	Rate	Check all Cards to be accepted
Aircard	4.50%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

Merchant Name: _____

Printed Name of Merchant Representative: _____

Signature: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25.33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135: Budget and Finance in General, adding Section 135.021 Accepting Payment.
Second Reading

Requested Action:

Second Reading of Bill #25-33

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This ordinance allows the City Administrator to manage card-processing services for the City. As you can see from the previous agenda item, we have a variety of services depending on department and they change periodically for a variety of reasons. This ordinance also formalizes the City's current procedure of accepting cash, check, and ACH (bank transfer) without any service charge while passing credit card fees on to the customer. The ordinance allows staff to decide whether to impose the charge or not, which may vary by department or context (i.e. sewer rates vs. park concessions).

City Attorney Comments:

Per City Code 110.230, Bill 25-33 is in correct form.

A floor amendment is included to reflect the changes requested at the first reading of this item. A vote on the floor amendment is needed to make these

changes effective before approval of the second reading as amended.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 135 BUDGET AND FINANCIAL CONTROL; SECTION 135.021 ACCEPTING PAYMENT AS SET FORTH.

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 a new Section set out as follows:

Section 135.021. Accepting Payment

- A. Wherever a fee, charge, price, or cost is imposed or required in this Code, the department responsible for collecting such payment is authorized to receive payment by credit card or debit card and to recover all administrative costs connected to these transactions and convenience fees imposed by the payment-processing service under contract to process such payments.**
- B. The City Administrator is authorized to make, modify, and terminate agreements with payment-processing services. Such services shall be obtained using the informal bidding procedures described in Section 135.040(C)(2).**

Section 2. Severability

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.33 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.25.33.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 135 BUDGET AND FINANCIAL CONTROL; SECTION 135.021 ACCEPTING PAYMENT AS SET FORTH.

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 a new Section set out as follows:

Section 135.021. Accepting Payment

- A. Wherever a fee, charge, price, or cost is imposed or required in this Code, the **City Administrator may authorize the** department responsible for collecting such payment ~~is authorized to~~ receive payment by credit card or debit card and to recover all administrative costs connected to these transactions and convenience fees imposed by the payment-processing service under contract to process such payments.
- B. The City Administrator is authorized to make, modify, and terminate agreements with payment-processing services. Such services shall be obtained using the informal bidding procedures described in Section 135.040(C)(2).

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.33 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.25.33.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-35 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 200 Police Department; Section 200.040 Powers and Duties of Chief of Police as set forth.
Second Reading

Requested Action:

Second Reading of Bill #25-35

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

This ordinance allows Chief to sign MOUs like the previous agenda item, subject to limits on budget impact, etc.

City Attorney Comments:

Per City Code 110.230, Bill 25-35 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 200 POLICE DEPARTMENT; SECTION 200.040 POWERS AND DUTIES OF CHIEF OF POLICE AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 200.040. Powers and Duties of Chief of Police.

- A. The Police Chief shall perform all duties required by law.
- B. The Police Chief shall be a conservator of the peace and shall be active and vigilant in the preservation of good order within the City. He/she shall have power at all times to make or order an arrest, with proper process, for any offense against the laws of the City or of the State, and to keep the offender in the City or County Jail or other proper place to prevent his/ her escape until a trial can be had before the Municipal Judge or other proper officer, unless such offender shall give a good and sufficient bond for his/her appearance for trial. The Police Chief shall also have power to make arrests without process, in all cases in which any offense against the laws of the City or of the State shall be committed in his/her presence.
- C. The Police Chief is authorized to cooperate with other law enforcement or public safety agencies (including local, state, and/or federal agencies or multi-agency task forces) to carry out his or her duties. Such cooperation may be memorialized in an appropriate Memorandum of Understanding with such other agencies at the discretion of the Police Chief, provided that such Memorandum not commit the City to any obligation which would: (a) leave the City with inadequate provision for public safety; (b) commit funds or resources of such value that would exceed the Police Chief's budgeted spending authority; or (c) otherwise circumvent the City's budget process or financial controls. Such Memoranda shall be in a form approved by the City Attorney.

Section 2. Severability

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.35 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.25.35.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-36- An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 Annual Budget, Transfer of Funds for Necessary Expenditures, for the purchase of natural gas to fuel Public Works heaters. *Second Reading*

Requested Action:

Second Reading of Bill #25-36

Ordinance Referenced for Action:

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

Deadline for Action:

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-743110

FY2025 Budgeted Amount:	\$1,000.00
FY2025 Expenditures to Date (03/17/2025):	\$(3,391.80)
FY2025 Available:	\$(2,391.81)
 FY2025 Requested Amount:	 \$7,000.00

Budget Line Item/Title: 30-00-743110

FY2025 Budgeted Amount:	\$1,000.00
FY2025 Expenditures to Date (MM/DD/YY):	\$(3,391.80)
FY2025 Available:	\$(2,391.79)
 FY2025 Requested Amount:	 \$7,000.00

Budget Line Item/Title: 35-00-743110

FY2025 Budgeted Amount: \$1,000.00

FY2025 Expenditures to Date (MM/DD/YY): (\$0.00)

FY2025 Available: \$1,000.00

FY2025 Requested Amount: \$3,800.00

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-36 is in correct form.

City Administrator Comments:

The new natural gas heaters were completed in the Transportation/Water building in late December. The heaters have been installed at the main building as well but have not been tested yet, therefore, there has been no consumption to date and there will be no consumption until the fall when the temperatures drop. We have received 3 bills so far for natural gas for the Transportation/Water building from 1/3 to 3/17 totaling \$4,262.53. The budget for each Public Works Department was \$1,000. Based on the current usage, I would estimate a cost of around \$35-\$40 per day per department to be used for this budget amendment to cover the rest of this year. Therefore the Transportation and Water Departments will need an additional \$7,000 per department. The sewer department will need an additional \$3,800. I recommend approval.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES, FOR THE PURCHASE OF NATURAL GAS TO FUEL PUBLIC WORKS HEATERS

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

Section 1. That the 2025 Annual Operating Budget adopted as Ordinance No. 24.93 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Budget	Amended Budget
20-00-743110	\$1,000	\$8,000
30-00-743110	\$1,000	\$8,000
35-00-743110	\$1,000	\$4,800

Section 2. In all other respects the 2025 Annual Operating Budget adopted in Ordinance No. 24.93 remains in full force and effect.

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.36 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. 25.36.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-37 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.160 Separation from Service as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #25-37

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

This ordinance update has two parts. First, it updates our separation ordinance to reflect current practice and clarify what the City Administrator may (and may not) authorize for separation agreements. Second, it includes an extra-notice provision for management team members departing the City, which was requested by Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 25-37 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.160 SEPARATION FROM SERVICE AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 125.160. Separation From Service.

A. *Termination.* All non-probationary employees in the classified service may be terminated for cause at any time by the City Administrator. An employee who has been terminated shall be furnished a written statement of the reasons for such action and shall be entitled to a hearing if he/she so requests, as provided in these rules.

1. **Severance Pay and Agreement.**

a. **If the City Administrator determines it is in the City's best interests to enter into a severance agreement with a terminated employee, the City Administrator shall document the reasons therefor in the employee's file. Such reasons may include, but need not be limited to: the need for post-employment cooperation or services from the terminated employee, release of liability, and/or confidentiality.**

b. **All such agreements shall be in a form acceptable to the City Attorney.**

c. **All such agreements with non-appointed employees must be approved by the City Administrator where the total cost to the City of such pay and/or benefits is within the City Administrator's purchasing authority under City Code § 135.040(B). Agreements providing for amounts exceeding that authority shall require Board approval.**

d. **All such agreements with appointed officials shall require Board approval.**

B. *Reduction In Force And/Or Hours.* Under certain circumstances, it may be necessary to eliminate employee positions or reduce hours due to budgetary needs, program reductions, reorganization, changes in needs or technology, or other business needs. The City Administrator may, after appropriate work analysis and assessment, eliminate position(s) through a reduction in force or institute a reduction in hours of a position(s) due to necessity. Reduction in force may impact any employee, and terminations/layoffs of employment may be a result of the decision.

1. *Reduction In Force.* A "reduction in force (RIF)" is defined as a separation from employment due to the elimination of a position within a unit or department with the expectation that said position(s) are to be eliminated.

- a. Employee(s) affected may be offered a transfer to an open position, upon meeting the qualifications and job requirements of said position offered, to prevent or postpone a termination.
 - b. Selection of employee(s) to be laid off shall be based on the needs of the City, job function, and performance.
 - c. Notification of the reduction in force and stated layoffs to the employee(s) shall be written and given as far in advance as practical and in no case less than sixty (60) calendar days of the effective date.
 - d. Employees eligible for rehire shall be placed on the employment list for up to eighteen (18) months and shall have priority hiring status. Employees shall be recalled in order as they were placed on the employment list and per job qualifications.
 - e. Employees reinstated within eighteen (18) months following the notification of said layoff may retain any unused or unpaid benefits accumulated prior to being laid off and waiting periods regarding insurance and retirement benefits, if any, per compliance with contractual agreement and laws at that time. The employment date will be reinstated to the original hire date. No leave benefits or time in grade accrues while in the laid-off status, but vacation and personal accrual rates will be assigned accordingly.
 - f. Severance Pay And Agreement. Eligible employees shall receive severance pay based on years of service upon signing a separation agreement within an applicable time frame which shall include the provision for separation, required release of claims, and applicable terms and conditions.
 - Severance pay for employees who are terminated due to a reduction in force shall be paid equivalent to one (1) week of every year of service, not to exceed twelve (12) weeks but no less than two (2) weeks.
 - (1) Additionally, employees shall receive compensation for their accrued vacation hours and comp time hours (non-exempt). In addition, seventy-five percent (75%) of accrued personal hours shall be converted to 401A retirement dollars.
 - (2) Upon termination all severance pay due shall be paid on the next regular payroll.
 - 3) Upon termination all severance pay due shall be paid on the next regular payroll.
2. Reduction In Hours. A reduction in hours is defined as the reduction in the number of hours worked per week for any position within a unit or department with the expectation that the said reduction is not temporary in nature.
- a. Employee(s) whose hours are reduced due to a reduction of hours to no less than eighty percent (80%) of their regular hours worked per week shall retain the benefits which they were entitled to prior to the reduction of hours.

3. Exclusions. Term-limited positions where the duration of the position is defined at the time of hire does not apply as outlined in this Section 125.160(B).

C. *Resignation.*

1. An employee wishing to leave the classified service in good standing shall file with the City Administrator through his/her department manager a written resignation stating the effective date, at least two (2) weeks before leaving the service, unless such time limit is waived by the City Administrator. Failure to give notice as required by this Section shall be cause for denying future employment by the City.
2. If the employee provides two (2) weeks' notice and the City chooses not to use the services of the employee for those two (2) weeks, the employee shall receive compensation for that two (2) week period as per their normal work schedule.
3. Additional notice for management team; incentive. Due to the critical position they occupy in the City's management structure, the City requests the following officials provide additional notice prior to resigning. Any covered employee providing the additional notice requested herein shall receive the severance payment described below. If the employee provides the requested notice and the City chooses not to use the services of the employee for that period, the employee shall receive compensation for that period in addition to the severance payment.
 - a. The City Administrator is requested to provide six months' notice in exchange for a severance payment of four weeks' salary.
 - b. Appointed Officials and the Assistant City Administrator are requested to provide three months' notice in exchange for a severance payment of two weeks' salary.
 - c. Other department managers (Human Resources, Information Technology, Parks, Airports) are requested to provide one month's notice in exchange for a severance payment of one week's salary.

Section 2. Severability

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

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.37 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.25.37.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Madeline Mousseau, Human Resource Generlist
Presenter: Madeline Mousseau, Human Resource Generlist

Agenda Item:

Bill 25-38- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.220 Alcohol, Drug and Controlled Substance Abuse and Section 125.230 Supplemental Policies as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #25-38

Ordinance Referenced for Action:

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

Deadline for Action:

N/A.

Budgeted Item:

N/A.

Budget Line Information (if applicable):

No budgetary impact.

Department Comments and Recommendation:

The presented changes would propose the ability for the City to make timely changes to and enact updates to the supplemental policies of Section 125. These policies may be updated from time to time with approval of the City Administrator who shall provide copies of all policy changes to the Board and Mayor at least ten business days prior to implementing such changes. The Human Resources Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-38 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.040 HUMAN RESOURCE COMMISSION AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 125.040. Human Resources Commission members:

- A. Appointment Human Resources Commission. The Commission will consist of the following members.
1. Chairperson shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
 2. **Four (4)** department managers, **excluding the Human Resources Director**, who shall serve rotating **two (2)** year terms appointed by the City Administrator.
 3. **Four (4)** employees **with at least one (1) year of service** who will be elected by the non- management employees and which will consist of one (1) employee from **either** the Police, **Dispatch, or Ambulance departments**, one (1) employee from the Public Works, **one (1) employee from either the** Airports or Parks and Recreation Departments, and one (1) employee from Administration (all departments not mentioned above) to serve for **two (2)** years. No person shall serve successive terms.
 4. **The Human Resources Director shall attend all Commission special meetings as a subject matter expert to be available for questions or clarifications.**
 5. The City Clerk shall be the Secretary.
- B. *Duties Of The Commission.*
1. The Commission **shall serve as a sample group of the employee population to hear and make** recommendations for rules governing the conduct of their business and submit them to the **City Administrator for approval**. Any future rules, regulations, or amendments shall be **either** submitted to the Board for approval **or, as is the case with all supplemental policies, be implemented at the discretion of the City Administrator in accordance with Section 125.230. Supplemental Policies.**
 2. The Commission shall hear all appeals as specified in Section 125.180.
- C. *Meetings.* The Commission may hold special meetings upon the call of the Chairman. A majority of the members shall constitute a quorum for the transaction of business. Meetings shall be conducted informally in accordance with such rules as may be adopted

by the Board. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

Section 2. Severability

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.39 was duly passed on
the City of Osage Beach. The votes thereon were as follows:

by the Board of Aldermen of

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.25.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.040 HUMAN RESOURCE COMMISSION AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 125.040. Human Resources Commission members:

A. Appointment Human Resources Commission. The Commission will consist of the following members.

1. Chairperson shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
2. **Four (4)** department managers, **excluding the Human Resources Director**, who shall serve rotating **two (2)** year terms appointed by the City Administrator.
3. **Four (4)** employees **with at least one (1) year of service** who will be elected by the non- management employees and which will consist of one (1) employee from **either** the Police, **Dispatch, or Ambulance departments**, one (1) employee from the Public Works, **one (1) employee from either the** Airports or Parks and Recreation Departments, and one (1) employee from Administration (all departments not mentioned above) to serve for **two (2)** years. No person shall serve successive terms.
4. **The Human Resources Director shall attend all Commission special meetings as a subject matter expert to be available for questions or clarifications.**
5. The City Clerk ~~shall be the Secretary.~~ **or his or her designee shall be the Secretary.**

B. *Duties Of The Commission.*

1. The Commission **shall serve as a sample group of the employee population to hear and make recommendations for** rules governing the conduct of their business and submit them to the **City Administrator for approval**. Any future rules, regulations, or amendments shall be **either** submitted to the Board for approval **or, as is the case with all supplemental policies, be implemented at the discretion of the City Administrator in accordance with Section 125.230. Supplemental Policies.**
2. The Commission shall hear all appeals as specified in Section 125.180.

C. *Meetings.* The Commission may hold special meetings upon the call of the Chairman. A majority of the members shall constitute a quorum for the transaction of business.

Meetings shall be conducted informally in accordance with such rules as may be adopted by the Board. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.39 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.25.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Madeline Mousseau, Human Resource Generlist
Presenter: Madeline Mousseau, Human Resource Generlist

Agenda Item:

Bill 25-39- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations Section 125.040 Human Resource Commission as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #25-39

Ordinance Referenced for Action:

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

Deadline for Action:

N/A

Budgeted Item:

N/A.

Budget Line Information (if applicable):

No budgetary impact.

Department Comments and Recommendation:

These changes are to revise the term length of commission members to two (2) years instead of four (4) and require a service tenure with the City of at least one year to ensure familiarity with City process and policy. Additionally, these changes will up the member participants from three (3) to four (4) for both managerial and non-managerial participants, thus ensuring a better representation of all departments. The purpose of this commission remains the same: to hear all appeals as specified in Section 125.180 and to hear and make recommendations for the rules governing the City. The Human Resources department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-39 is in correct form.

A floor amendment is included to reflect the changes requested at the first

reading of this item. A vote on the floor amendment is needed to make these changes effective before approval of the second reading as amended.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.040 HUMAN RESOURCE COMMISSION AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 125.040. Human Resources Commission members:

1. Chairperson shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
2. **Four (4)** department managers, **excluding the Human Resources Director**, who shall serve rotating **two (2)** year terms appointed by the City Administrator.
3. **Four (4)** employees **with at least one (1) year of service** who will be elected by the non- management employees and which will consist of one (1) employee from **either** the Police, **Dispatch, or Ambulance departments**, one (1) employee from the Public Works, **one (1) employee from either the** Airports or Parks and Recreation Departments, and one (1) employee from Administration (all departments not mentioned above) to serve for **two (2)** years. No person shall serve successive terms.
4. **The Human Resources Director shall attend all Commission special meetings as a subject matter expert to be available for questions or clarifications.**
5. The City Clerk shall be the Secretary.

B. *Duties Of The Commission.*

1. The Commission **shall serve as a sample group of the employee population to hear and make recommendations for** rules governing the conduct of their business and submit them to the **City Administrator for approval**. Any future rules, regulations, or amendments shall be **either** submitted to the Board for approval **or, as is the case with all supplemental policies, be implemented at the discretion of the City Administrator in accordance with Section 125.230. Supplemental Policies.**
2. The Commission shall hear all appeals as specified in Section 125.180.

C. *Meetings.* The Commission may hold special meetings upon the call of the Chairman. A majority of the members shall constitute a quorum for the transaction of business. Meetings shall be conducted informally in accordance with such rules as may be adopted by the Board. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

Section 2. Severability

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.39 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.25.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.040 HUMAN RESOURCE COMMISSION AS SET FORTH.

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 amendments as set forth below with new material set out in **RED** follows:

Section 125.040. Human Resources Commission members:

A. Appointment Human Resources Commission. The Commission will consist of the following members.

1. Chairperson shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
2. **Four (4)** department managers, **excluding the Human Resources Director**, who shall serve rotating **two (2)** year terms appointed by the City Administrator.
3. **Four (4)** employees **with at least one (1) year of service** who will be elected by the non- management employees and which will consist of one (1) employee from **either** the Police, **Dispatch, or Ambulance departments**, one (1) employee from the Public Works, **one (1) employee from either the** Airports or Parks and Recreation Departments, and one (1) employee from Administration (all departments not mentioned above) to serve for **two (2)** years. No person shall serve successive terms.
4. **The Human Resources Director shall attend all Commission special meetings as a subject matter expert to be available for questions or clarifications.**
5. The City Clerk ~~shall be the Secretary.~~ **or his or her designee shall be the Secretary.**

B. *Duties Of The Commission.*

1. The Commission **shall serve as a sample group of the employee population to hear and make recommendations for** rules governing the conduct of their business and submit them to the **City Administrator for approval**. Any future rules, regulations, or amendments shall be **either** submitted to the Board for approval **or, as is the case with all supplemental policies, be implemented at the discretion of the City Administrator in accordance with Section 125.230. Supplemental Policies.**
2. The Commission shall hear all appeals as specified in Section 125.180.

C. *Meetings.* The Commission may hold special meetings upon the call of the Chairman. A majority of the members shall constitute a quorum for the transaction of business.

Meetings shall be conducted informally in accordance with such rules as may be adopted by the Board. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.39 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.25.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 25-40- An ordinance of the City of Osage Beach, Missouri, amending Chapter 605 Business Licenses and Regulations; Section 605.070 Fees as set forth. *Second Reading*

Requested Action:

First Reading of Bill #25-40

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Alderman Marose asked to have staff prepare an ordinance to increase occupational licenses from \$50 to \$65.

City Attorney Comments:

Per City Code 110.230, Bill 25-40 is in correct form.

A floor amendment is included to reflect the changes requested at the first reading of this item. A vote on the floor amendment is needed to make these changes effective before approval of the second reading as amended.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING CHAPTER 605: BUSINESS LICENSES AND REGULATIONS; SECTION 605.070 FEES AS SET FORTH.

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

Section 1. A new Chapter 605: Business Licenses and Regulations is hereby enacted to read as follows; and

Section 2. That within Section 2 above the City of Osage Beach Chapter 605 Business License and Regulations is hereby amended with new material set out in **red**.

Section 605.070. Fee

Every person engaged in any of the following listed occupations, businesses, callings, pursuits, professions or trades, or in the keeping or maintaining of any institution in this Section specified and classified, shall procure from the City an occupational license. Unless otherwise specified, the fee for such license shall be ~~fifty dollars (\$50.00)~~ **sixty-five dollars (\$65.00)**.

This schedule, includes, but is not limited to, the following;

- Airport;
- Ambulance service;
- Antique shop;
- Arts and crafts shop;
- Asphalt and rock, other road repair service, sand;
- Auction house;
- Automobile accessory dealer;
- Automobile dealer or agency (new or used cars or trucks);
- Automobile repair shop (where parts are sold);
- Automobile salvage yards;
- Bait and tackle store;
- Baker, retail;
- Banking institution;
- Barbershop (if merchandise of any kind is sold);
- Beauty shop (if merchandise of any kind is sold);
- Boat sales or repairs — marinas;
- Bookkeeping service (other than certified public accountant);
- Bowling alley;
- Bread truck (if bread and bakery products are sold and delivered);
- Buildings supply store;
- Business supply store;
- Butcher, retail;
- Carnival (per day);

Concrete or cement mixing, manufacturing or distributing plant;
Confectionery store;
Contractor;
Dairy truck (if milk or other dairy products are sold and delivered);
Dance house;
Delicatessen;
Doctor or dentist, no fee;
Druggist, retail;
Electronic supply store;
Excavating Contractor;
Exterminator;
Florist;
Grocery, retail;
Hardware, retail;
Hatchery;
Heavy equipment sales and service;
Hospital;
Hotel;
Ice cream parlor;
Ice cream truck (if merchandise is sold and delivered);
Ice dealer;
Installment agency (an installment agency is defined to be any person who conducts or carries on the business of selling goods, wares, merchandise on weekly or monthly payments);
Insurance agency maintaining an office in the City;
Junk dealer;
Kennel;
Landscaping service;
Laundromat;
Light industry;
Liquor store or tavern;
Lumber dealer;
Lunch stand or counter;
Manufacturer;
Massage establishment;
Masseuse or massage therapist;
Medical Marijuana Cultivation Facilities
Medical Marijuana Dispensary Facilities
Medical Marijuana -Infused Products Manufacturing Facilities
Medical Marijuana Testing
Merchant, retail;
Miniature golf course;
Motel or motor hotel (where merchandise of any kind is sold);
Movers;
Moving picture show or drive in theater;

Nursery stock, retail;
 Oil station, retail;
 Optical, retail;
 Peanut and popcorn stand;
 Pigeon, squab, pheasant and rabbit farm;
 Poultry dealer;
 Produce dealer;
 Produce stand and/or truck (except farmers selling their own produce);
 Radio and TV repair shop (if merchandise or parts are sold);
 Radio and TV transmission, service or repair;
 Real estate broker maintaining an office in the City;
 Real estate agent maintaining an office in the City, who is not affiliated with a real estate broker maintaining an office in the City who shall have obtained a license under this Section;
 Recreational facility or shop (where goods or services are sold);
 Resort;
 Restaurant and cafe;
 Secondhand store;
 Septic tank sales/service/cleaning;
 Shoe repair shop (if merchandise of any kind is sold);
 Skating rink;
 Soft drink stand;
 Solid waste haulers: per applicant, per vehicle;
 Tailor (if merchandise is sold);
 Tree Services
 Tin or jewelry shop;
 Travel agency;
 Truck or vehicle doing contract hauling;
 Wholesale house.

- A. In consideration for the rights, privileges and permit hereby granted, and as compensation to the City for the use of its public ways and placed by cable TV, and in lieu of all occupation and license taxes, cable TV shall, on or before the last day of January in each year in which this permit is effective, pay to the City a sum equal to two percent (2%) of the gross subscriber receipts from the sale of community antenna television service within the then existing corporation limits and the City from all consumption for the preceding twelve (12) month period ending on the last day of December. This Subsection shall not be interpreted to preclude the City from charging cable TV for regular permits and licenses including, but not limited to, building permits, electrical permits or paying out fees.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses,

sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No. 25.40 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. 25.40.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

FLOOR AMENDMENT

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING CHAPTER 605: BUSINESS LICENSES AND REGULATIONS; SECTION 605.070 FEES AS SET FORTH.

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

Section 1. A new Chapter 605: Business Licenses and Regulations is hereby enacted to read as follows; and

Section 2. That within Section 2 above the City of Osage Beach Chapter 605 Business License and Regulations is hereby amended with new material set out in red.

Section 605.070. Fee

Every person engaged in any of the following listed occupations, businesses, callings, pursuits, professions or trades, or in the keeping or maintaining of any institution in this Section specified and classified, shall procure from the City an occupational license. Unless otherwise specified, the fee for such license shall be ~~fifty dollars (\$50.00)~~ **sixty-five dollars (\$65.00)**.

This schedule, includes, but is not limited to, the following;

- Airport;
- Ambulance service;
- Antique shop;
- Arts and crafts shop;
- Asphalt and rock, other road repair service, sand;
- Auction house;
- Automobile accessory dealer;
- Automobile dealer or agency (new or used cars or trucks);
- Automobile repair shop (where parts are sold);
- Automobile salvage yards;
- Bait and tackle store;
- Baker, retail;
- Banking institution;
- Barbershop (if merchandise of any kind is sold);
- Beauty shop (if merchandise of any kind is sold);
- Boat sales or repairs — marinas;
- Bookkeeping service (other than certified public accountant);
- Bowling alley;
- Bread truck (if bread and bakery products are sold and delivered);
- Buildings supply store;

Business supply store;
Butcher, retail;
Carnival (per day);
Concrete or cement mixing, manufacturing or distributing plant;
Confectionery store;
Contractor;
Dairy truck (if milk or other dairy products are sold and delivered);
Dance house;
Delicatessen;
Doctor or dentist, no fee;
Druggist, retail;
Electronic supply store;
Excavating Contractor;
Exterminator;
Florist;
Grocery, retail;
Hardware, retail;
Hatchery;
Heavy equipment sales and service;
Hospital;
Hotel;
Ice cream parlor;
Ice cream truck (if merchandise is sold and delivered);
Ice dealer;
Installment agency (an installment agency is defined to be any person who conducts or carries on the business of selling goods, wares, merchandise on weekly or monthly payments);
Insurance agency maintaining an office in the City;
Junk dealer;
Kennel;
Landscaping service;
Laundromat;
Light industry;
Liquor store or tavern;
Lumber dealer;
Lunch stand or counter;
Manufacturer;
Massage establishment;
Masseuse or massage therapist;
Medical Marijuana Cultivation Facilities
Medical Marijuana Dispensary Facilities
Medical Marijuana -Infused Products Manufacturing Facilities
Medical Marijuana Testing
Merchant, retail;
Miniature golf course;

Motel or motor hotel (where merchandise of any kind is sold);
Movers;
Moving picture show or drive in theater;
Nursery stock, retail;
Oil station, retail;
Optical, retail;
Peanut and popcorn stand;
Pigeon, squab, pheasant and rabbit farm;
Poultry dealer;
Produce dealer;
Produce stand and/or truck (except farmers selling their own produce);
Radio and TV repair shop (if merchandise or parts are sold);
Radio and TV transmission, service or repair;
Real estate broker maintaining an office in the City;
Real estate agent maintaining an office in the City, who is not affiliated with a real estate broker maintaining an office in the City who shall have obtained a license under this Section;
Recreational facility or shop (where goods or services are sold);
Resort;
Restaurant and cafe;
Secondhand store;
Septic tank sales/service/cleaning;
Shoe repair shop (if merchandise of any kind is sold);
Skating rink;
Soft drink stand;
Solid waste haulers: per applicant, per vehicle;
Tailor (if merchandise is sold);
Tree Services
Tin or jewelry shop;
Travel agency;
Truck or vehicle doing contract hauling;
Wholesale house.

- A. In consideration for the rights, privileges and permit hereby granted, and as compensation to the City for the use of its public ways and placed by cable TV, and in lieu of all occupation and license taxes, cable TV shall, on or before the last day of January in each year in which this permit is effective, pay to the City a sum equal to two percent (2%) of the gross subscriber receipts from the sale of community antenna television service within the then existing corporation limits and the City from all consumption for the preceding twelve (12) month period ending on the last day of December. This Subsection shall not be interpreted to preclude the City from charging cable TV for regular permits and licenses including, but not limited to, building permits, electrical permits or paying out fees.

Section 3. Severability

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

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

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

Section 5. That this Ordinance shall be in full force and effect for **Business Licenses for the year 2026 and Contractor Licenses for year 2025** upon approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 25.40 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. 25.40.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245 Parks and Recreation Section 245.060 Parks ~~Sponsorship Advertising~~ Fees as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #25-41

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

After reviewing the current processes for parks sponsorship and advertising, staff determined this ordinance was not up to date – Parks had both “advertising” and “sponsorship” opportunities, but only “advertising” was covered in the ordinance. After discussing options, Parks and the City Attorney agreed on a single “sponsorship” model which is easier to understand (for the public) and operate (for staff). It also makes the ordinance more consistent with recent First Amendment rulings. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-41 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING CHAPTER 245 PARKS AND RECREATION SECTION 245.060 PARKS ~~SPONSORSHIPS~~ ADVERTISING FEES AS SET FORTH.

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

Section 1. That the section entitled Osage Beach Design amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 245.060. Park **Sponsorships Advertising**

*Event **Sponsorship** Advertising And Signage.* Only banners and signs for permitted events shall be allowed within the City's parks or on City property and must be approved by the Parks and Recreation Department. ~~Approval shall be done through the park use application for permit process.~~

- ~~1. Banners and signs for permitted events shall only be temporary in use and not permanently constructed, installed or built on City property.~~
- ~~2. Event Applicant agrees to comply with all City codes, applicable laws and regulations.~~
- ~~3. The City reserves the right to edit advertising for content. All advertising shall be approved by the Parks and Recreation Department.~~

~~B.~~ *Park **Sponsorship** Advertising.* The City Administrator or his/her designee is authorized to accept sponsorships for the Parks and Recreation Department's programs, facilities, and events, and to recognize sponsors appropriately using signage or other City media. ~~The City's advertising program will allow businesses various opportunities to advertise at either Osage Beach City Park or Peanick Park.~~

- ~~1. Sponsorships shall be generally available to individuals and businesses provided that no recognition of a sponsor shall violate state and/or federal laws or regulations.~~
- ~~2. Sponsorships for youth-specific or youth-focused programs, facilities, or events (including but not limited to youth sports, playgrounds, Easter egg hunts, youth fishing derbies, etc.) shall not be accepted from sponsors which derive more than 60% of their gross revenues from the sale of products which cannot be consumed or purchased lawfully by minors (including but not limited to alcohol, marijuana, and tobacco/vape products).~~
- ~~3. The purpose of sponsor recognition shall be to express the City's gratitude for the sponsor's support. Recognition shall identify the sponsor only and shall not open a forum for a sponsor's message or other speech. Acceptance and recognition of a sponsorship shall not constitute an endorsement of the sponsor.~~

~~1. *Terms of agreement.*~~

- ~~a. Businesses shall contract with the City for advertising space and will be reserved on a first-come, first-served basis and shall be subject to the terms of the contract.~~
- ~~b. Minimum term of advertising shall be for at least one (1) year and shall include first~~

~~right of refusal or opportunity to enter into a new contract.~~

- ~~e. Rates are non-exclusive, allowing competing products or services to purchase advertising.~~
- ~~d. Rates are due and payable upon receipt of invoice by the City. Annual fees are due at the beginning of each calendar year.~~
- ~~e. If the City has, or will acquire, naming rights to a City facility, such naming rights may impact the ability of a competitive advertiser in that City facility and/or in the areas associated directly with that facility.~~
- ~~f. Advertising contracts shall be based on available advertising space, advertising product, ad copy and graphics.~~
- ~~g. The City reserves the right to edit advertising for content. All advertising shall be approved by the Parks and Recreation Department.~~
- ~~h. The City Administrator or his/her designee shall have the authority to enter into a one (1) year sports board, location sign or scoreboard advertising contract pursuant to the terms and conditions set out in this Code. The City Administrator shall notify the Board of Aldermen of each contract executed under this authority and provide to the Board, the advertising copy, artwork and content approved for each advertiser. This Section shall not obligate or compel the City Administrator to execute any contract.~~

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

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

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

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

READ FIRST TIME: April 17, 2025

READ SECOND TIME:

I hereby certify that Ordinance No. 25.41 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. 25.41.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:
Public Hearing - Rezoning Case 426 JM Corners, LLC.

Requested Action:
Public Hearing for Rezoning Case 426

Ordinance Referenced for Action:
The Board of Aldermen shall hold a public hearing on each application for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:
Yes - 90 Day Rule

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
This is the Public Hearing For Rezoning Case 426, a request by JM Corners, LLC. to rezone a parcel of land, located in the Corporate City Limits of Osage Beach, from A-1 (Agriculture) and R-1b (Single-Family) to C-1 (General Commercial).

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 25-42 An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 426. *First Reading*

Requested Action:

First Reading of Bill #25-42

Ordinance Referenced for Action:

Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached information. The Planning Commission reviewed the request at their meeting on April 8, 2025 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-42 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #426.

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

Section 1. That the real estate, generally described as JM Corners LLC, is under the terms and conditions contained in Exhibit A, attached hereto in Rezoning Case No. 426.

See Exhibit A: Legal Description.

Section 2. That this Ordinance shall be in full force and effect upon date of passage and the approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-42 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 25.42.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“ EXHIBIT A “
LEGAL DESCRIPTION

Legal Description Section: 10 Township: 39 Range: 16 County: Camden

A tract of land situated in and being a part of the Southwest Quarter, of the Southeast Quarter of Section 10, Township 39 North, Range 16 West and being more particularly described as follows:

COMMENCING at a 1/2 rebar marking the Northeast corner of Lot 24 of Lakeshore Village Estates as described in Plat book 150, Page 49 in the Records of Camden County, Missouri; thence, North 73 Degrees, 03 Minutes, 09 Seconds East along the Southerly right of way of U.S. Route 54, 152.65 feet to a set 1/2 inch rebar; thence, continuing along U.S. Route 54 along said bearing, 41.02 feet across Rowan Road to a set 1/2 inch rebar; thence, continuing along U.S. Route 54, North 73 Degrees, 03 Minutes, 09

Seconds East, 152.50 feet to a 5/8 inch rebar marking Centerline Station 234+00 130 feet left and the POINT OF BEGINNING; thence, South 77 Degrees, 11 Minutes, 24 Second East, 316.24 feet to a 5/8" rebar marking Centerline Station 23 1 +00 230 feet left; thence, South 87 Degrees, 36 Minutes, 34 Seconds East, 72.35 feet to a set 1/2" rebar; thence, leaving said Southerly right of way, South 1 Degrees, 31 Minutes, 36 Seconds East along the Westerly line of a tract of land described by deed in Book 852, Page 899 in said Records of Camden County, Missouri, 96.55 feet to a 1/2 inch rebar; thence, leaving said Westerly line, South 66 Degrees, 06 Minutes, 50 Seconds West along the Northwesterly line of tracts of land described by deeds in Book 506, Page 93 1, Book 756, Page 726, in said Records of Camden County, Missouri, 277.09 feet to a 1/2 inch rebar; thence, leaving said Northwesterly line along said Bearing, along the Northwesterly line of a tract of land described by deed in Book 771, Page 158 in said Records of Camden County, Missouri, 100.08 feet to a 1/2 inch rebar; thence, continuing along said bearing, leaving said Northwesterly line along the Northwesterly line of a tract of land described by deed in Book 830, Page 362 in said Records of Camden County, Missouri, 100.03 feet to a set 1/2 inch rebar; thence, leaving said Northwesterly line, North 23 Degrees, 53 Minutes, 10 Seconds West along the Northeasterly line of a tract of land described by deed in Book 505, Page 457 in said Records of Camden County, Missouri, 41.40 feet to a set 1/2 inch rebar; thence, leaving said Northeasterly line,

South 66 Degrees, 06 Minutes, 50 Seconds West along the Northwesterly line of said tract of land, 200.00 feet to a set 1/2 inch rebar; thence, leaving said Northwesterly line, North 23 Degrees, 53 Minutes, 10 Seconds West along the Northeasterly line of a tract of land described by deed in Book 810,

Page 204 in said Records of Camden County, Missouri, 111.25 feet to a set 1/2 inch rebar on the Southeasterly right of way of Rowan Road; thence, leaving said Northeasterly line along the Southeasterly right of way of said Rowan Road along the following courses: North 67 Degrees, 39 Minutes, 07 Seconds East, 61.70 feet to a set 1/2 inch rebar; thence, North 32 Degrees, 35 Minutes, 30 Seconds East, 77.89 feet to a 1/2 inch rebar; thence leaving said right of way, North 80 Degrees, 21 Minutes, 38 Seconds East, along the South line of Lot 8 of said Lakeshore Village Estates, 141.16 feet; thence leaving said South line, along the Easterly line of said Lot 8 and Lot 7 and Lot 6 of said Lakeshore Village Estates, North 21 Degrees, 36 Minutes, 51 Seconds East, 86.65 feet to a 1/2 inch rebar; thence North 15 Degrees, 54 Minutes, 32 Seconds East, 115.02 feet to the POINT OF BEGINNING.

Containing 2.92 Acres

Subject to all easements and restrictions of record.

**PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION**

Date:	April 8, 2025	Case Number:	426
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Applicant: JM Corners, LLC.

Location: Approximately 600 feet off of Osage Beach Parkway on Rowan Road

Petition: Rezoning from A-1 (Agriculture) and R-1b (Single-Family) to C-1 (General Commercial)

Existing Use: Vacant Property

Existing Zoning: A-1 (Agriculture) and R-1b (Single-Family)

Tract Size: Approximately 2.92 acres

Surrounding Zoning:

Surrounding Land Use:

North: C-1 General Commercial

54 Corridor

South: C-1 General Commercial

Parkway frontage businesses

East: C-1 General Commercial

Parkway frontage businesses

West: C-1 General Commercial

Parkway frontage businesses

The Osage Beach Comprehensive Plan

Designates this area as appropriate for: Heavy Traffic Commercial

Rezoning History

Date

Original City zoning adoption

Utilities

Water: City
Electricity: Ameren

Gas: Summit
Sewer: City

Access: Property derives access via Rowan Road

Analysis:

1. The applicant is the owner of the parcels in question. The subject property includes a single parcel that the applicant acquired in the last few months. The subject property is zoned R-1b (Single Family) and A-1 (Agriculture) as it was zoned with the initial zoning of the community in the 1980's.
2. The property fronts Rowan Road and is adjacent to the 54 Expressway Right of Way near the Case Road interchange. The Osage Beach Parkway corridor contains a mixture of commercial uses.
3. Currently the subject property is vacant with the applicant having received a Site Development Permit to clear and level it. The parcel was initially part of a larger tract of land but was cut off from the larger tract when the 54 Expressway was constructed.

Department Comments and Recommendations:

The subject property is located between the 54 Expressway and Osage Beach Parkway. It is certainly a property that has no business being zoned for residential and agriculture uses. As you can see, it is surrounded by properties zoned C-1 (General Commercial) with current land uses that match that zoning designation. This is legitimately a property that needs to be rezoned to C-1 (General Commercial) as is being requested. **With this in mind, the Planning Department recommends approval of this request.**



Date Received:
Case #:

426 TB

RECEIVED

FEB 25 2025

CITY CLERK

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: JM Corners, LLC Phone: (314) 267-2665

Address: 1480 Woodstone Dr, Ste 215 City: St. Charles State MO Zip: 63304

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

Jeremy Malensky (314) 267-2665 1480 Woodstone Drive, Suite 215, St. Charles, MO 63304

jeremy@ckeproperties.com

2. Name of landowner's representative, if different from above: Phone:

Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom? Jeremy Malensky

Address: City: State Zip:

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):

Address: TBD Rowan Road City: Osage Beach State MO Zip: 65065

5. Do you have a specific use proposed for this property? ☐ Yes ☒ No

Explain all uses: Some type of commercial dev in the near future

6. Area of property in square feet or acres: ~~2.92~~ acres ~~2.92~~ Acres 2.92 Acres

7. Current zoning classification: R-1b & A-1

8. Sources of utilities: Water: City of Osage Beach Gas: Summit Natural Gas

Sewer: City of Osage Beach Electric: Ameren Missouri

9. Proposed zoning classification: ~~C-1~~ C-1 (General Commercial)

10. How long have you owned this property? 2 Months

11. Current use of property (describe all improvements): Vacant. Grading to create buildable area.

12. Current use of all property adjacent to subject property: North: US HWY 54

South: Commercial

East: Commercial

West: Commercial

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Completely surrounded by commercial properties and US HWY 54

14. Do you own property abutting or in the vicinity of the subject property? ☒ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

Lots 6-11 of Lake Shore Village Estates which are already zoned C-2.

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

No affect to public facilities foreseen.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

No problems are foreseen.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission): Due to the realignment of US HWY 54, this property is no longer contiguous with any residential areas. C-2 zoning matches the existing use around the property and the future use map.

Notary Information

State of _____ }
County of _____ } ss

I, Jeremy Malensky, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant: JM corner LLC mmm2 Date: 2-13-25

Subscribed and sworn to before me on this 13 day of February, 2025.

Notary Public:

3-7-28

My Commission Expires:

Received Feb 25, 2025
Person Accepting this Application: [Signature]

DARCY D. JONES
Notary Public, Notary Seal
State of Missouri
Camden County
Commission # 12449018
My Commission Expires 03/07/2028

****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX



Rezoning Case 426 Location Map

[illegible]

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 25-43 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Hydro-Klean, LLC for the Rockway Lift Station Reline Project for an amount not to exceed \$112,680.00 *First Reading*.

Requested Action:

First Reading of Bill #25-43

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases if fewer than two (2) bids or proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements -
Rockway Lift Station Current Basin Reline

FY2025 Budgeted Amount: \$125,000

FY2025 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2025 Available: \$125,000

FY2025 Requested Amount: \$112,680.00

Department Comments and Recommendation:

The Rockway Lift Station Reline Project will rehabilitate the Rockway lift station concrete wet well. The Rockway lift station concrete wet well is structurally sound but the coating within the wet well is deteriorated and poses a risk that the coating could flake off and damage the large expensive pumps that service this station. The current coating for the wet well was installed to attempt to limit the concrete's exposure to H₂S which is a chemical byproduct produced by the sewage in the sewer system. This new

lining of the wet well will provide the protection that was originally deemed necessary at the time of the original coating installation and will significantly improve the lifespan of this structure.

This project was originally budgeted at \$125,000 the project advertisement was out to the public for approximately 3 weeks, and received only one bid. Hydro-Klean can perform the work as specified under the budgeted amount at \$112,680. I have no concerns that they can perform the work as specified.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-43 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO APPROVE A CONTRACT WITH HYDRO-KLEAN, LLC FOR THE ROCKWAY LIFT STATION RELINE PROJECT FOR AN AMOUNT NOT TO EXCEED \$112,680.00.

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

Section 1. That the Board of Aldermen authorize the Mayor to sign a contract Hydro-Klean LLC under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.43 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date
Approved as to form:

Tara Berreth, City Clerk

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.43.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: PQ001576
Order Date: 06/17/2024
Valid Until: 09/15/2024
Sales Person: Tameka Kueser
Customer ID: 104951
Payment Terms:

Job Site:

City of Osage Beach
5757 Chapel Drive
Osage Beach MO 65065
United States of America

Bill to:

City of Osage Beach
5757 Chapel Drive
Osage Beach MO 65065
United States of America

*** This Quote has not been approved by Hydro-Klean Management! ***

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group (HK) will provide labor, equipment, materials and personnel to rehabilitate Rockway Wet Well (dimensions – 14 feet x 14 feet and 17 feet deep) using Monoform Plus and GeoKrete application for City of Osage Beach, MO (Client).

Rockway – It's a triplex lift station. There is an 8" and 16" gravity coming into it and 3 8" pressure pipes leaving the station.

Price includes two mobilizations to job site for each crew; one crew for Monoform Plus installation and one crew for GeoKrete application. Price also includes per diems for both crews. HK will schedule pre-construction meeting prior to mobilization. HK will schedule at least one production meeting during project. Estimated project duration is two weeks. Client will remove all piping, equipment and wiring before HK can begin work.

Client will provide:

1. Bypass
2. Mode of Entrance for HK
3. Regulate Pressure from Gravity Lines
4. Disposal Site for Debris

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Monoform Plus and GeoKrete Lift Station Lining	1.0000	EACH	96,680.0000	96,680.00
	Mobilization	1.0000	EACH	16,000.0000	16,000.00

*NOTE: Quote does not include any applicable taxes

Prepared By: Tameka Kueser
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

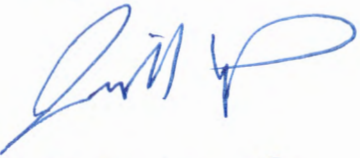
*Quote Total: 112,680.00

Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)
1	Line Item No. 0001 Project Lump Sum	LS	1	\$112,680.00	\$112,680.00

TOTAL BASE BID

Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)
1	ADD ALT No.001 Contractor Provided Bypass Pumping	LS	1	see attached quote	

TOTAL BASE BID + ADD ALT No. 001

Hydro-Klean, LLC

 Jill Long

City of Osage Beach

Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 25-44 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order #1 with Don Schneider Excavating CO. INC. for the Veterans Memorial Project for not to exceed amount of \$172,217.90. *First & Second Reading*

Requested Action:

First & Second Reading of Bill #25-44

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 - We would like to get the contractor working again and complete this project.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: Veteran's Memorial Project

FY2025 Budgeted Amount: \$157,750

FY2025 Expenditures to Date (MM/DD/YY): (\$0)

FY2025 Available: \$157,750

FY2025 Requested Amount: \$172,217.90

Department Comments and Recommendation:

Change Order No. 001 for the Veterans Memorial Project is for \$14,467.90 in addition to the \$157,750 awarded amount, making the total contract amount to date \$172,217.90. This change order is to procure 6 commercial grade flagpoles and to modify the existing installation of flagpole lighting to allow for these flagpoles as seen on the material specification attached.

The originally agreed-upon flagpoles were not procured by the Elks Lodge. In order to expedite the completion of this project, the City and the contractor have partnered to

find and procure suitable flagpoles for this project. As seen on the Cost of Revision worksheet attached to this agenda item, the six flagpoles themselves cost \$8,800 to procure for this project. I have a commitment from the Elks lodge that they can and will reimburse the City for procuring the flagpoles.

The original plan was for two lights to be mounted on each flagpole by means of a mounting bracket. Due to the change of flagpoles, the light mounting system can no longer be used. The additional \$4,352.64, as tabulated under material and equipment, manpower, and subcontractors, is to allow for the materials, labor and equipment to install ground-mounted lights. From my communication with the Elks Lodge, they cannot reimburse us for the cost of changing the lighting on this project. I have communicated with the design consultant and while lighting the flags for this project is not required by the "Flag Code", it is best practice. The original design of this project had two dedicated lights per flagpole. I recommend staying with that design because one of the key goals of this project was to deliver an aesthetically appealing project to enhance the entrance to City Hall. However, if there is a budgetary concern, the lighting could be reduced to either one light per flagpole or potentially eliminate the lighting entirely for now. If eliminated, the lighting could be added at a later date.

The last item is overhead for the contractor at \$1,315.26 which calculates to be 10% and falls in line with other change orders I have experience with.

I am presenting this change order as a not-to-exceed amount for these materials and items of work in order to expedite the project delivery. I recommend approval with two lights per flagpole. If less lighting is desired I will provide the actual cost once it can be coordinated with the contractor.

City Attorney Comments:

Per City Code 110.230, Bill 25-44 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CHANGE ORDER #1 WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE VETERANS MEMORIAL PROJECT FOR NOT TO EXCEED AMOUNT OF \$172,217.90.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the City Administrator to sign change order #1 with Don Schnieder Excavating LLC in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit "A."

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Seventy-Two Thousand, Two Hundred Seventy Dollars and Ninety Cents. (\$172,217.90)

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 upon date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.44 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. 25.44.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



Don Schnieders Excavating Company

C.O.R BREAKDOWN FORM

Project Name:	Osage Beach City Hall Improvements
Project #:	24C033
Request Description:	Flag Pole and Lighting Change

MATERIAL AND EQUIPMENT

Quantity	Units	Description	Amount	
6	EA	Flagpoles - 20' w/ Cam Internale System	\$ 8,800.00	
12	EA	Skid Steer - Auger Light Bases	\$ 840.00	
2	HR	Dump Truck - Haul Spoils	\$ 260.00	
1	HR	Excavator - Load Spoils	\$ 180.00	
			Total:	\$10,080.00
			Section Subtotal:	\$10,080.00

MANPOWER

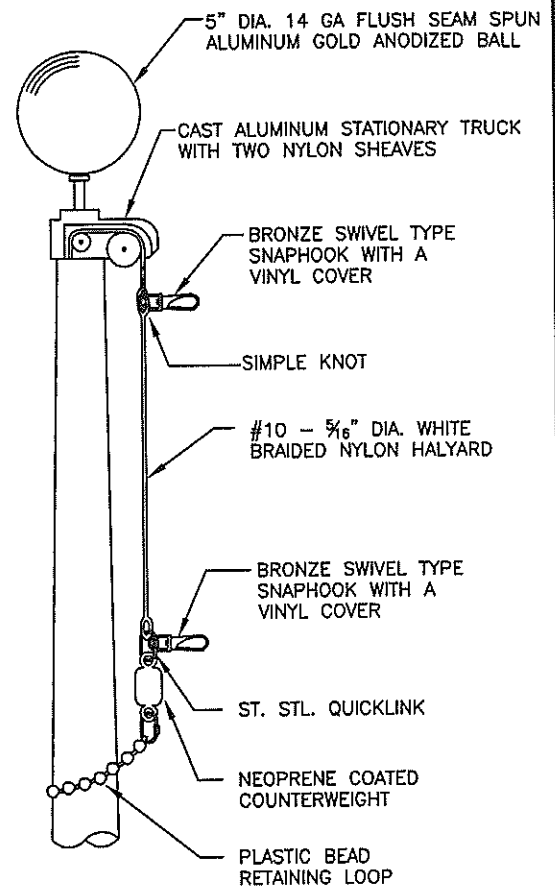
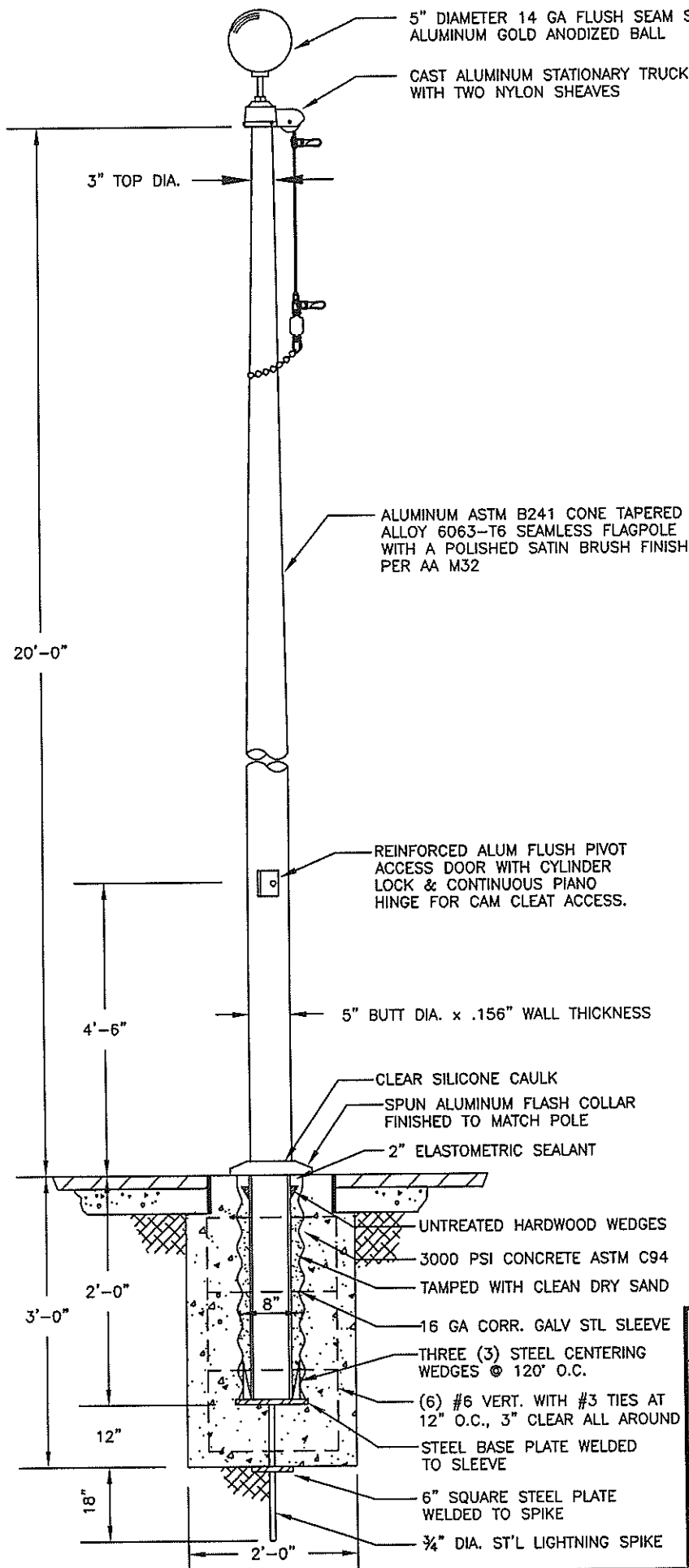
Position	Hours	Rate	Subtotal			Per Diem	Amount	
Labor	6	@ \$90.00	=	\$540.00	+		=	\$540.00
		@	=	\$0.00	+		=	\$0.00
		@	=	\$0.00	+		=	\$0.00
		@	=	\$0.00	+		=	\$0.00
		@	=	\$0.00	+		=	\$0.00
							Section Subtotal:	\$540.00

SUBCONTRACTORS

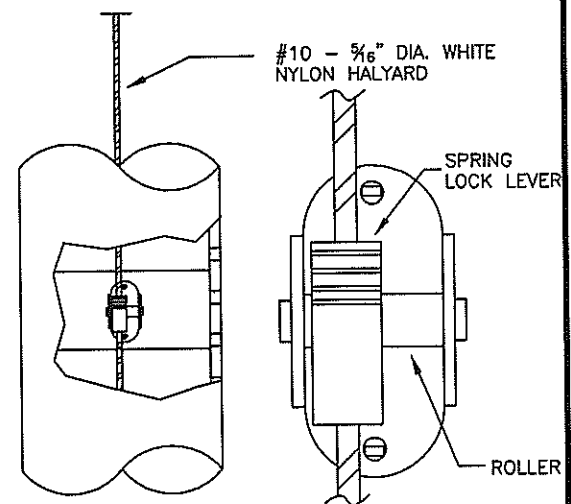
Contractor Name	Description of Work	Amount
Meyer Electric	Ground Mount Lighting/Bases (12 EA)	\$ 2,532.64
		Section Subtotal: \$2,532.64

CERTIFICATION

Company:	Don Schnieders Excavating Co.	Request Subtotal:	\$13,152.64
Signature:	TJB		
Name/Title:	Trent J. Bax/ Project Manager	Overhead:	\$1,315.26
Date:	4/16/2025	REQUEST TOTAL:	\$14,467.90



TRUCK & RIGGING DETAILS



INTERNAL CAM CLEAT SYSTEM

SIX (6) FLAGPOLES REQUIRED

VETERANS MEMORIAL, OSAGE BEACH, MO

POLE TECH CO., INC. 97 GNARLED HOLLOW RD
EAST SETAUKET, N.Y. 11733

SCALE: NONE Q#570260 DRWN BY: KMS
DATE: 4/4/2025 REV:

ALUMINUM INTERNAL HALYARD FLAGPOLES

DON SCHNEIDER EXCAVATING CO. DWG NO:
Q570260

EXHIBIT A



CITY OF OSAGE BEACH VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Elks Lodge #2517 (“**Lodge**”), on the following terms.

I. TERMS

1. **Purpose.** City and Lodge are entering into this agreement to construct a veterans memorial. This agreement shall assign the responsibilities therefor.

- a. **“Memorial”** shall mean a veteran’s memorial to be constructed in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo. Said memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military and a headstone that will commemorate the memorial. There will be approximately 2000 individual bricks engraved with the name and military branch honoring those who served. Room for expansion will be provided if needed and necessary. It will also include two benches for seated viewing and the memorial will be ADA accessible.

2. **Lodge’s Obligations.**

- a. **Donations.** Lodge hereby agrees to donate the following components of the Memorial to the City:
 - i. Two statues depicting and/or representing the military through multiple decades (estimated value: \$20,000);
 - ii. A headstone that will commemorate the Memorial (estimated value: \$1,500);
 - iii. Six flag poles and six flags representing the six branches of the military (estimated value: \$5,200);
 - iv. Replacement flags on an as-needed basis in perpetuity;
 - v. One thousand blank pavers for the project (estimated value: \$1,400);
- b. **Brick Program.** Lodge will make a brick engraving program available to any member of the military no matter their affiliation with the Lodge. Lodge will donate all such bricks to the City to be installed in the Memorial.

- i. The program details have been made available to the City and any changes thereto shall be first approved by the City. The brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the City and offset the cost of replacement flags provided to the city on an as needed basis.
 - ii. The parties agree that the brick program is for the sole purpose of honoring veterans. Because the bricks will constitute government speech, *see Pleasant Grove City v. Summum*, 555 U.S. 460 (2009), the City shall have the authority to reject any bricks inconsistent with the parties' stated purpose of honoring veterans.
- c. *Professionalism.* Lodge 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). Lodge understands that it may be perceived as a partner of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing its obligations under this Agreement and while on-site. Lodge shall ensure its personnel and any subcontractors comply with all City policies while on-site. Lodge 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.
- d. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Lodge's obligation to perform such obligation 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 obligation and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- e. *Licenses, Permits, Taxes.* Lodge must have or obtain a City merchant's license. Lodge shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the subject matter of this Agreement. Lodge shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Lodge will provide timely replies to City's inquiries and requests for information. Lodge's point of contact for this Agreement is: _____.

3. City's Obligations.

- a. *Construction.* City shall be responsible for the following aspects of the Memorial:
 - i. Engineering and construction not otherwise provided by the Lodge;
 - ii. Demolition, grading, and site preparation;
 - iii. General maintenance of the Memorial;
 - iv. All utility costs associated with the Memorial;
 - v. General security of the Memorial.
- b. *Criteria and Direction.* City will provide Lodge with all criteria and full information as to City's requirements under this Agreement, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Lodge and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar actions in furtherance of this Agreement as requested by Lodge.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the work performed under this Agreement. Such approvals are contingent upon Lodge meeting the requirements therefor.
- e. City will provide timely replies to Lodge's inquiries and requests for information. City's point of contact for this Agreement is: April White, 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 Lodge 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. Lodge shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Lodge shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Lodge, 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. Lodge 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, Lodge, or the City.
9. **Certifications Regarding Debarment.** Lodge certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Lodge further certifies that it and its Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Lodge or any Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Lodge further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Lodge must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
10. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided by this Contract, if this Contract is not funded, then both parties are relieved of all of their obligations under this Contract.
11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Lodge 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. Lodge 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.

12. **Anti-Israel Discrimination.** Lodge 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.
13. **Indemnification by Lodge.** Lodge 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 Lodge or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Lodge. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **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. Lodge must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Lodge that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Lodge under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Lodge. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **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

For Lodge:
Secretary
5161 Osage Beach Parkway

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

19. **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.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
21. **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.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **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, including both state and federal causes of action, 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.
24. **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.
25. **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.
26. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

27. **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.

28. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

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

CITY:
CITY OF OSAGE BEACH, MISSOURI

LODGE:
ELKS LODGE #2517

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:

Bill 25-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with McKim & Creed for the East System Leak Survey Project for an amount not to exceed \$20,000.00 *First Reading*.

Requested Action:

First Reading of Bill #25-45

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: Leak Survey

FY2025 Budgeted Amount: \$60,000

FY2025 Expenditures to Date (04/21/2025): (\$ 0)

FY2025 Available: \$60,000

FY2025 Requested Amount: \$20,000

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-45 is in correct form.

City Administrator Comments:

BILL NO. 25-45

ORDINANCE NO. 25.45

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MCKIM & CREED FOR THE EAST SYSTEM LEAKE SURVEY OR PROJECT FOR AN AMOUNT NOT TO EXCEED \$20,000.

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 McKim & Creed 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 Twenty Thousand Dollars. (\$20,000.00)

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

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.45.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



Professional Services Bid

OSAGE BEACH LEAK SURVEY

HARD COPY

APRIL 11, 2025

SUBMITTED TO:

OSAGE BEACH

City Hall, 1000 City Parkway
Osage Beach, Missouri 65065
573.302.2020x2008

SUBMITTED BY:

MCKIM & CREED

Wilmington, NC



April 11, 2025

Caleb Devore, Public Works Water Foreman
OSAGE BEACH
City Hall, 1000 City Parkway, Osage Beach, Missouri 65065
573.302.2020x2008



RE: IFB: Osage Beach Leak Detection

Dear Mr. DeVore and Members of the Selection Committee:

McKim & Creed, Inc. demonstrates a robust capability to perform watermain leak detection and locating services, leveraging their extensive experience and advanced technology. The company employs a comprehensive approach that integrates acoustic leak detection methodologies, which have been refined over years of practice to ensure precise and reliable results. Our team of certified technicians is trained to use state-of-the-art equipment, such as acoustic noise loggers and ground microphones, to accurately pinpoint leaks. This expertise is complemented by their ability to conduct non-invasive internal pipe inspections, which minimizes disruption and maximizes efficiency. McKim & Creed's commitment to quality is evident in their adherence to the best practices outlined in the AWWA Manual of Water Supply Services and their rigorous quality assurance processes. Our track record includes successful projects across various municipalities, where they have significantly reduced water loss and improved operational performance, underscoring their capability to deliver high-quality leak detection services.

The Leak Survey project for Osage Beach is designed to enhance the utilities infrastructure management through precise and timely identification of watermain leaks.

Key deliverables include weekly detailed reports and an annual summary table, providing comprehensive data on detected leaks, including their location, type, and recommended actions. This project aims to support Osage Beach in maintaining a robust and efficient water infrastructure, ensuring public safety and resource conservation.

Please know that the McKim & Creed staff is worthy, capable and thanks you for the opportunity to submit our proposal for consideration.

Sincerely,

McKim & Creed, Inc.

Tony Popolo

Operations Director

E: apopolo@mckimcreed.com

P: 910.274.5095

INDUSTRY RANKINGS



#155

TOP 500
DESIGN FIRM
[ENR]



#141

TOP 200
ENVIRONMENTAL
FIRM [ENR]



#62

TOP MID-ATLANTIC
DESIGN FIRM
[ENR]



#8

TOP TRENCHLESS
TECHNOLOGY FIRM



Osage Beach, Missouri

WATERMAIN LEAK DETECTION AND LOCATING SERVICES



TABLE OF CONTENTS

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1

FIRM OVERVIEW

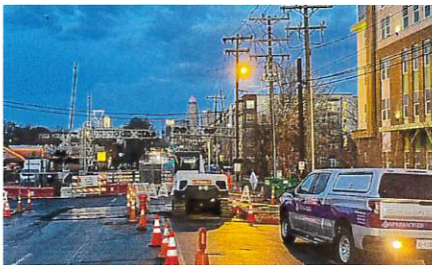
1 Firm Overview

WHO WE ARE & WHAT WE DO

We are an **employee-owned engineering** and surveying firm of people helping people solve complex, demanding infrastructure challenges. Our proven integrated approach leverages national and localized subject matter experts who can provide fresh ideas based on lessons learned from a wide array of clients, while still being available to support you at a moment's notice.

Our technical specialties include civil, instrumentation & controls, electrical, mechanical, and structural engineering; industrial design-build services; airborne and mobile LiDAR/scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services for the energy, transportation, federal, land development, water, and building markets.

OUR DIVERSITY OF SERVICES RESULTS IN EFFECTIVE SOLUTIONS:



WATER ASSET MANAGEMENT



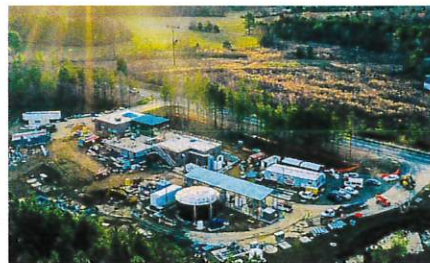
GEOSPATIAL



MECHANICAL, ELECTRICAL, PLUMBING



WATER AND WASTEWATER



DESIGN-BUILD

**OUR PASSION TO HELP OTHERS
MOTIVATES US TO MAKE A
DIFFERENCE.**



26
OFFICES
NATION-WIDE

FLORIDA

Boca Raton
Clearwater
Daytona Beach
Fort Myers
Jacksonville
Orange City
Orlando
Palm Coast
Pensacola
Sarasota
Tampa

TEXAS

Austin
Dallas-Fort
Worth
Houston
Stafford

VIRGINIA

Norfolk
Charlottesville

PENNSYLVANIA

Pittsburgh
Sewickley

N. CAROLINA

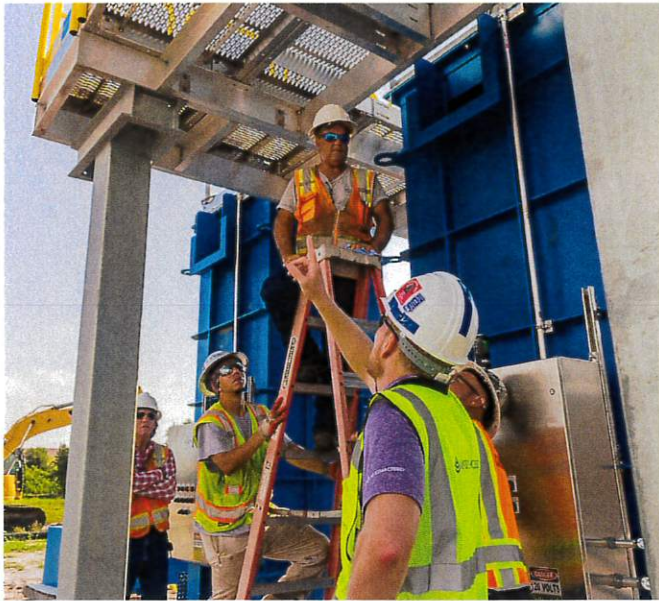
Asheville
Charlotte
Raleigh
Wilmington

S. CAROLINA

Charleston

LOUISIANA

Baton Rouge



Water Resources

Water infrastructure in the United States serves 190 million people through more than 16,000 plants and 600,000 miles of pipeline. Ongoing access to clean / safe water is a major focus for our team.

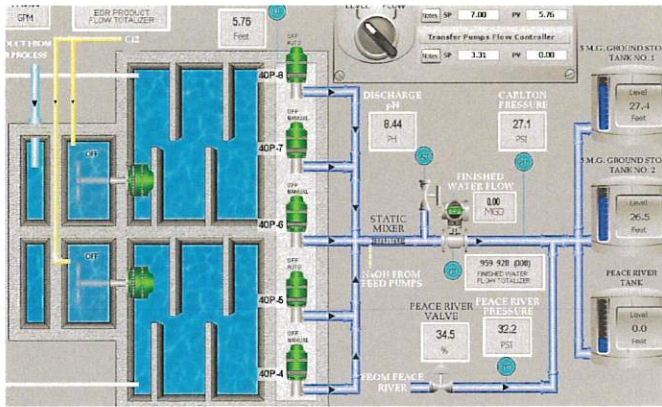
Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain our nation's water. And we find unique solutions for additional and alternative water sources when supply is an issue.

McKim & Creed plans and designs systems that treat, preserve and conserve the earth's finite water resources. Systems that include infrastructure that prevent water loss, meet stringent regulations and improve drinking water quality. Open-source I&C/SCADA systems and hydraulic models that help communities leverage their infrastructure. Water reuse systems that conserve potable water.

Stormwater programs that manage entire watersheds. Wastewater treatment plants that produce safe, clean effluent. And survey data for floodplain mapping, surge models, sea level rise studies and pre and post-storm surveys.

SERVICES

- | | |
|---|---|
| ✓ Construction Administration | ✓ Permitting |
| ✓ Construction Observation | ✓ Plant Start-Up |
| ✓ Distribution System Design | ✓ Rate Studies |
| ✓ Engineering Reports | ✓ Regulatory Compliance Support |
| ✓ Environmental Reports | ✓ Storage |
| ✓ Environmental Assessments | ✓ Supply Surveying & Mapping |
| ✓ Feasibility Studies | ✓ System Analysis |
| ✓ Funding Application | ✓ Treatability Studies |
| ✓ Infrastructure Rehabilitation | ✓ Water Resource Development and Planning |
| ✓ Line Replacement | ✓ Water Resources Management |
| ✓ Master Planning | |
| ✓ Operations Support & Program Management | |



INSTRUMENTATION & CONTROLS/SCADA

Through our approach of collaborative teamwork, outstanding engineering design, seamless system integration, thorough training and ongoing support, we plan, design and implement in-plant and system-wide instrumentation and controls / SCADA systems that enable utilities to operate efficiently, effectively and safely.



WASTEWATER MANAGEMENT

At McKim & Creed, our engineers work with government and private entities to plan, build and maintain wastewater systems that incorporate the most effective technologies to meet the community's needs.



DESIGN BUILD

Our alternative delivery professionals are experienced in all aspects of design-build, including project development, design, estimating, procurement, scheduling, budget management, safety, construction, start up, operations and project management.



WATER MANAGEMENT

Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain water.



RENEWAL & REPLACEMENT

McKim & Creed's closed circuit TV (CCTV) inspection systems provide a full, 360-degree interior view of your aging infrastructure. High-quality imagery coupled with faster production rates mean that your dollars can be spent fixing your aging infrastructure issues, rather than simply studying the problem.



TRENCHLESS TECHNOLOGY

McKim & Creed has been recognized as one of the top 50 trenchless design firms in the U.S. by Trenchless Technology magazine and was ranked 8th in 2023 for Trenchless Engineering. The firm provides award-winning services, including subsurface utility engineering, infrastructure renewal and replacement, and engineering, for hundreds of trenchless projects each year.

“

"We absolutely love the work they do for us with our leak detection program. The professionalism and knowledge they have is amazing, we look forward to working with them in the near future."

SABRINA CLARK
ADMINISTRATIVE COORDINATOR

Village of Miramar, Florida | Leak Detection
Services Contract



Water Asset Management

QUALIFICATIONS & EXPERIENCE

McKim & Creed acquired Matchpoint, a non-revenue water and water loss recovery company, in October 2020. The former Matchpoint team now operates as the Water Asset Management division under McKim & Creed's comprehensive water services umbrella, enhancing the team's strength with additional resources, expertise, and experience. While vision drives us, value is our promise. We are committed to helping clients conserve valuable resources by revitalizing water infrastructure.

**WATER IS INVALUABLE AND IT IS OUR MISSION
TO SAVE AND MAKE BETTER USE OF IT.**

We offer a comprehensive suite of SMART water solutions that support the stewardship efforts of utilities, municipalities, and commercial enterprises across North America and the Caribbean. Our offerings include innovative technology, expert training, skilled support, and turnkey service solutions for effective water asset management. The Water Asset Management (WAM) team at McKim & Creed boasts over 100 years of combined expertise in the water industry and water loss management. Data as a Service Solutions are central to WAM's methodology, utilizing robust technologies and best practices grounded in validated and historical data collected from system sensors. This data-driven knowledge empowers organizations to make swift and reliable decisions, with solutions tailored to each customer's specific needs.

 **esri** In addition to our field services, we established a Certified Service Center in North Carolina in 2016 to better serve clients by providing service, repair, and calibration of leak detection and network monitoring equipment. **McKim & Creed has been a business partner with ESRI, a GIS software for mapping and spatial analytics, for over 16 years.** Our commitment to customer objectives is at the core of our operations. We collaborate closely with clients and their teams to ensure our solutions effectively and efficiently meet their needs.

SERVICES

- ✓ Leak Detection: Acoustic and in-pipe inspections
- ✓ Network Monitoring and Data Analytics
- ✓ DMA & Data as a service system, Including Infrared Assessment
- ✓ Training and Support
- ✓ Rental Program
- ✓ Equipment Service, Repair, and Calibration
- ✓ Consultation and Design Services
- ✓ Asset Management
- ✓ Subsurface Utility Engineering (SUE)
- ✓ GPS/GNSS Data
- ✓ GIS Mapping Partnered with ESRI

McKim & Creed's Water Asset Management division offers a comprehensive suite of solutions designed to empower utilities, municipalities, and commercial enterprises in effectively managing their water infrastructure. With a focus on innovation and expertise, the division provides advanced technology, expert training, and turnkey service solutions. Central to these offerings is Data as a Service Solutions, which leverage robust technologies and best practices grounded in validated and historical data to provide actionable insights. This empowers organizations to make informed decisions swiftly and reliably, ensuring the efficient stewardship of water resources across North America and the Caribbean.

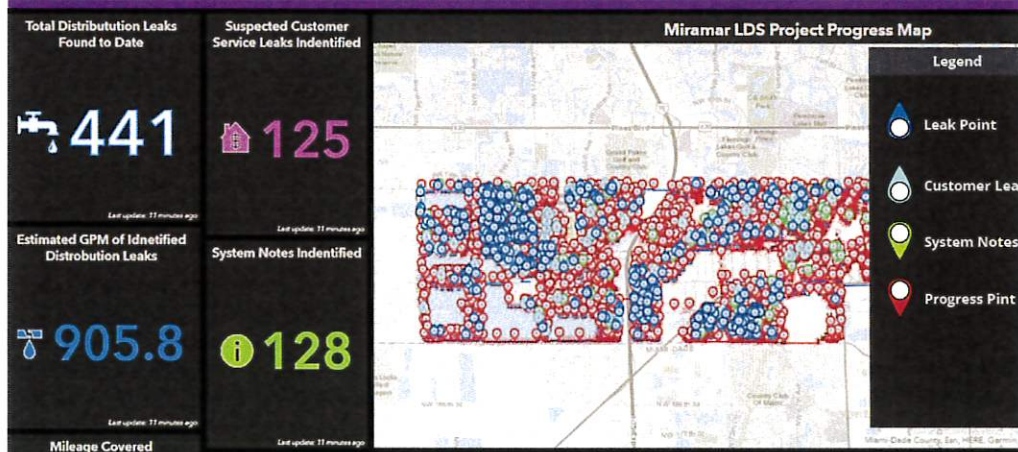
Data analysis plays a crucial role in this process by examining, organizing, and interpreting data to uncover patterns and trends. It often includes data visualization to communicate findings clearly, predictive modeling to anticipate future outcomes, and optimization techniques to improve efficiency. **Ultimately, data analysis helps businesses make informed decisions, serving as a critical driver of business success and innovation.**

OUR SOLUTIONS

- ✓ Risk Management
- ✓ Network Monitoring & Data Analytics
- ✓ Leak Detection: Acoustic & In-Pipe Services
- ✓ Training Support
- ✓ Financing
- ✓ GIS Mapping
- ✓ Satellite & UAS Based Infrastructure Assessment
- ✓ Rental Program
- ✓ Service and Calibration

PROJECT HIGHLIGHT

CITY OF MIRAMAR | WATER LOSS MANAGEMENT



The City of Miramar faced imminent water source limits, prompting a focus on reducing water loss. City staff observed a rise in water production that didn't align with population growth or new connections. After analyzing flow and pressure, McKim & Creed conducted a leak detection survey on 80 miles of pipelines, identifying 289 distribution leaks and 30 customer leaks, most of which were not visible on the surface. The team accurately located 90% of the leaks, enabling efficient repairs that saved time, money, and minimized service disruptions. This effort reduced the City's water demand by about 1 million gallons per day, saving 1,304,352 gallons daily and generating \$2 million annually. Due to this success, McKim & Creed was chosen for a multi-year program to overhaul the water distribution system, including surveys, monitoring, design, and construction, allowing the City to prioritize repairs for optimal investment returns.



ACCOMPLISHMENTS AND ACCOLADES



MONITORING
1,000'S MILES OF
PIPES.



100+ YEARS
OF COMBINED
EXPERIENCE



TRAINING 100'S OF
WATER COMPANIES IN
WATER LOSS RECOVERY
AND CONTROL.



EXECUTING
NUMEROUS LEAK
DETECTION SURVEYS
SUCCESSFULLY.



SERVING CUSTOMERS
NATIONWIDE AND IN
THE CARIBBEAN.



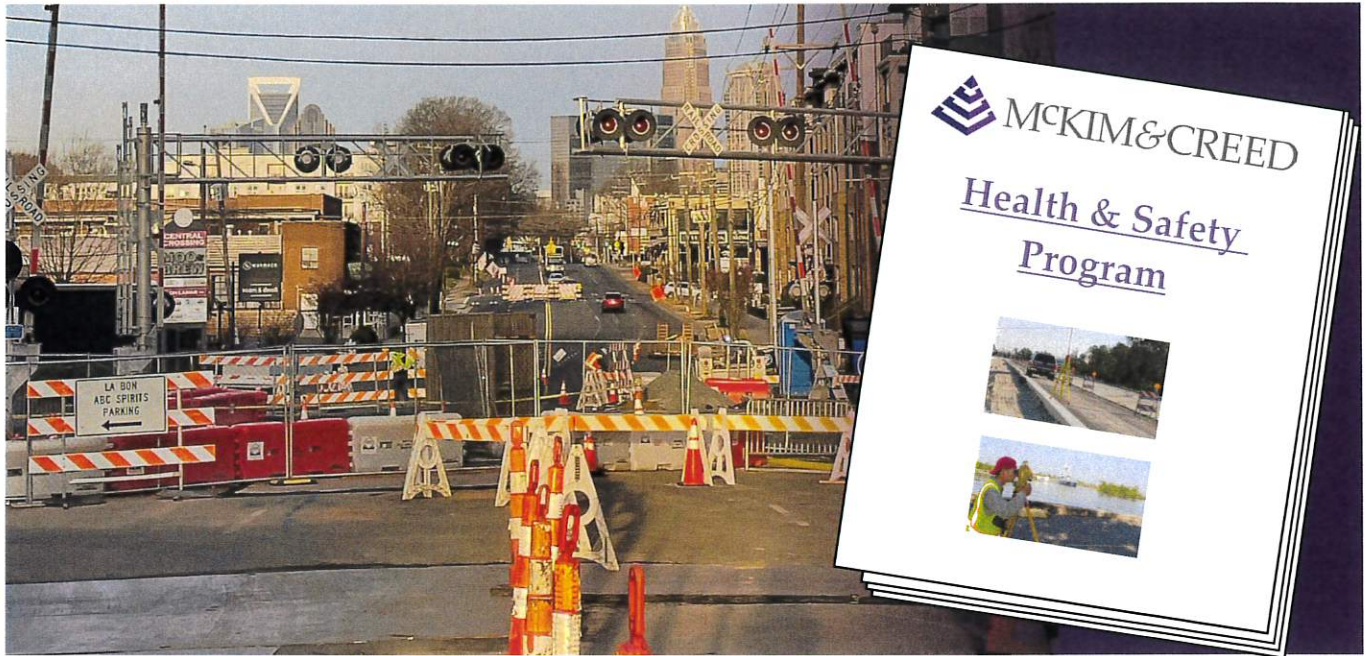


Figure 2.1 | McKim & Creed Health & Safety Program Booklet

2 Commitment to Safety

McKim & Creed makes every effort to provide safe working conditions for employees. The Company observes the safety laws of the governmental bodies with whose jurisdiction we operate. No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility. Therefore, all employees are requested to point out potential hazards do everything reasonable to keep the company a safe place to work. Employees also are required to wear appropriate personal protective equipment in all operations where there is an exposure to hazardous standards, rules, and orders applicable to job site safety. Any staff member who visits a project site must wear appropriate safety equipment. PPE is issued to employees as needed.

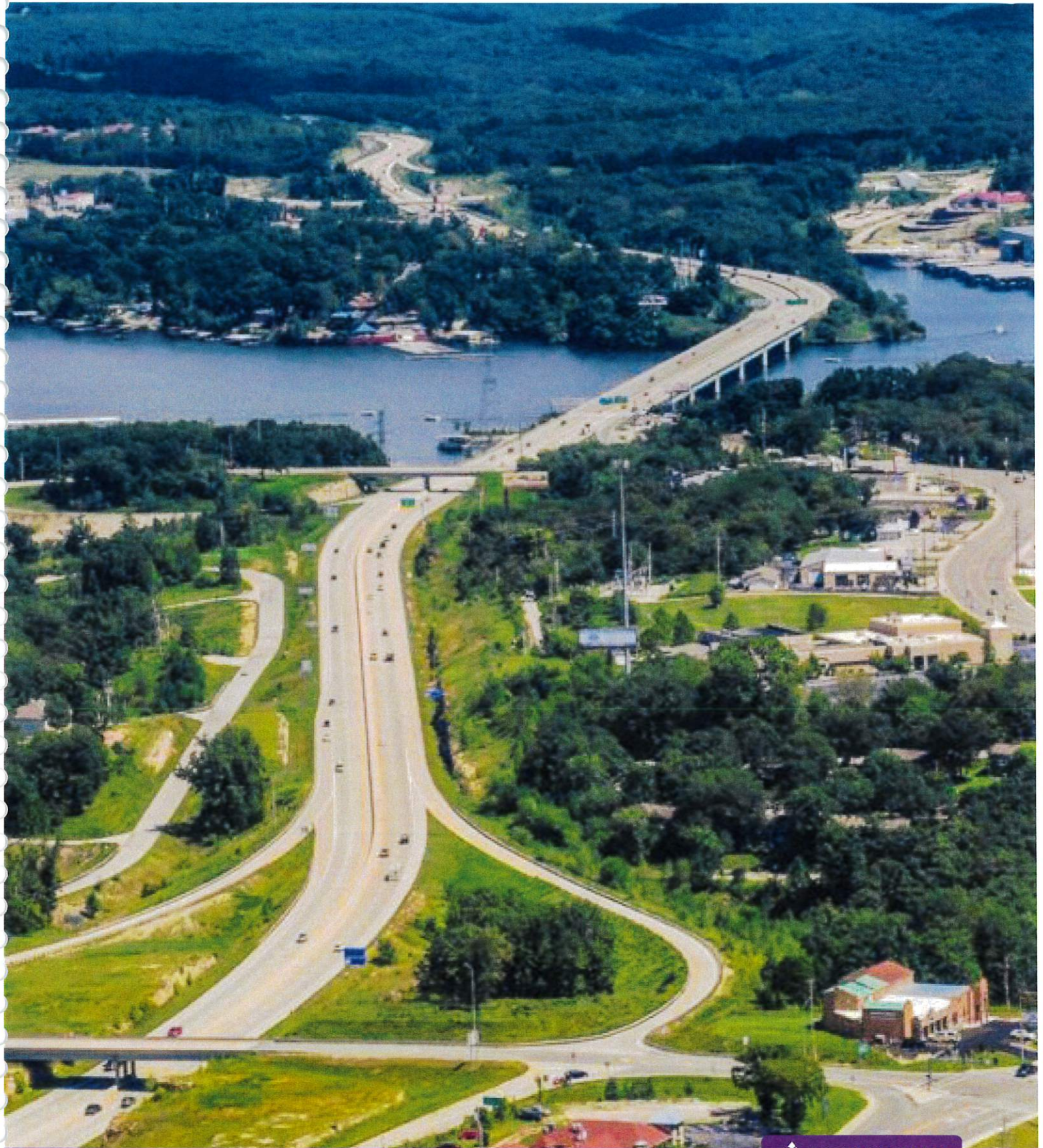
Maintaining a safe work environment for our employees, clients, contractors, consultants, subconsultants, and the public, is of utmost importance to McKim & Creed. We have developed and abide by detailed work processes and procedures, to continually maintain a safe work environment while providing high-quality services to our clients.

It is a top priority of the company to prevent work-related accidents and injuries. For site-specific safety, special attention is given during the course of on-site review prior to the beginning of work. A specific plan is developed, reviewed, and provided to field crew during our Project Initiation meeting, held prior to any field work. Safety is also a topic during our Project Progress meetings. It is important to discuss issues, difficulties, and reasonable options, and to be able to make adjustments to the plan during the project.

McKim & Creed educates it's employees in order to ensure safe working conditions through training and review of safety procedures and review of safety-conscious work habits. Safety is every employee's responsibility.

Our employees, through awareness, are encouraged to point out potential hazards and to do everything reasonable to prevent potential accidents or injuries.





2

PROJECT APPROACH

2 Project Approach

The foundation for our Project Approach begins with the AWWA M36 Manual of Water Loss Control Programs. The best practices are supplemented with a myriad of inputs such as water loss, system capacity, client objectives, pipe size, materials, environment, density, and criticality of failure. Our analytics program then designs our project tasks to maximize Return on Investment (ROI) specifically for your system.

PHASE ONE: ACOUSTIC LEAKAGE INSPECTION TECHNOLOGY

McKim & Creed will utilize all available assets and access points to provide a thorough and complete initial investigate of the area we are contracted to survey.

- The area of investigation will be inspected initially with manual sounding equipment which includes the listening stick and ground microphone technology.
- We will inspect all fire hydrants, valves and service connection
- A ground microphone and line probing will be used where valve spacing exceeds the range of the direct contact points for adequate coverage based on pipe material and infrastructure environment in order to ensure a thorough initial investigation of the suspected area for any indications of leak noise.
- When warranted, acoustic noise loggers will be placed in a designated system area on direct contact points during daytime hours and set to listen overnight when the system is at highest pressure and ambient noise is less of an obstruction.



TECHNOLOGY		APPLICATION
Electronic Listening Stick and Ground Microphone		• A leak listening system with high acoustic sensitivity and multiple frequency range filters • Direct leak listening on water fittings or directly over the pipe • Used for initial survey and/or for pinpointing leaks • Sounding will take place to comprehensively cover the area of investigation for the presence of leak noise based on the system pipe material, diameter and pressure
Acoustic Noise Loggers and Communication Module		• Wirelessly detects and localizes water leakage for temporary, semi-permanent or permanent applications • Used for sounding of high consumption areas and heavy background noise locations • Programmed to listen and record noise at night when listening conditions are optimal: the distribution system is at its highest pressure and ambient noise is lowest. • Take three separate listening samples throughout the night
Chlorine and/or Fluoride Test Kits		• Testing kits used to identify the chemical nature of visible or surfacing water • Confirms whether the water is sourced from the distribution system or otherwise

PHASE TWO: LEAKAGE PINPOINTING

All suspect leak locations will be subjected to further detection practices including a second visit for verification. **Multiple leaks will be prioritized based on severity and/or consequence of failure.**

⦿ EQUIPMENT AND FUNCTIONALITY: CORRELATOR

- Two or more correlation loggers will be placed on direct contact points surrounding the identified leak. Pipe material, logger distance, and pipe size are entered into the system.
- The correlator uses the information, listens for leakage, and programmed algorithms generate the leak velocity and location of the leak in feet from each contact point.

The field crew will then physically measure out the distance from each logger above the pipeline as indicated by provided system maps. McKim & Creed will utilize pipe locators to find the pipelines and map the system if needed, prior to conducting the correlation.

⦿ CONFIRMATION

To ensure maximum precision and leak point accuracy, it is McKim & Creed's protocol to confirm all pinpointed leaks by listening over the pinpointed location using a ground microphone, or hand probing over the line for additional confirmation on the precise location where leakage is occurring.

⦿ REPORTING RESULTS

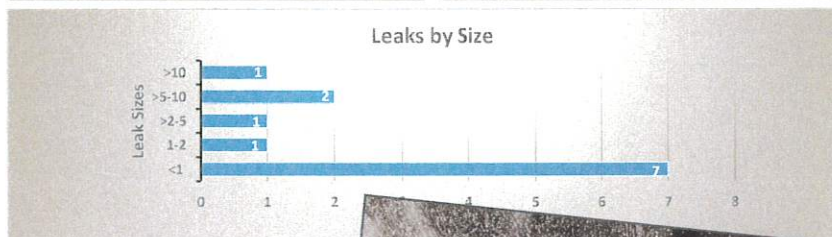
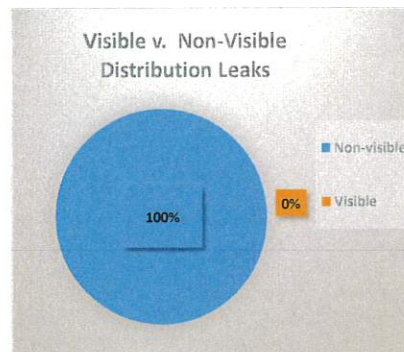
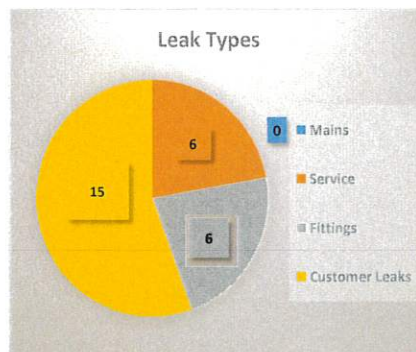
Once confirmed with the ground microphone or hand probing, **the pinpointed location is marked and reported via a daily leak card and report. Any repaired leakage locations identified will be revisited post repair within the project timeline** for a verification that no other leakage noise remains present in the immediate area.

TECHNOLOGY	APPLICATION
Real-Time Acoustic Correlator	 • Real-time correlator with advanced filtering system to pinpoint the most difficult leaks
Non-Real Time Acoustic Correlator	 • Non real-time correlating system for noisy, complex, or busy areas
Hydrophone Adapter Non-Real Time Acoustic Correlator	 • Non real-time correlating system further optimized for larger pipes and over longer distances
Ground Microphone	 • A ground microphone and electronic listening stick that can be used for pinpointing leaks with direct sounding over top of the pipe to pinpoint leak location and validate correlation results

Project: Prairie Grove Arkansas / Jan 2025 Leak Detection Investigation

Area Contract Mileage:	65.00
Area Percentage Complete To Date:	100.00%
Area Mileage Completed To Date:	65.00
Area Mileage Remaining To Complete:	0.00
Days Completed in Area:	15.75
Average Miles Covered Per Day Per Person:	4.13
Est Days Remaining On Project Area:	0.00
Overall System Leaks Found To Date:	12
Overall GPM Loss Found To Date in Area:	58.70
Leaks Found Per Mile in Area:	0.18
Water Loss Per Mile (in GPM):	0.90
Average Leak Size (in GPM):	4.89
Total Fittings/Connections Sounded:	2370
Average Fittings Sounded Per Mile:	36

Additional Project Info:
Leak Detection Investigation for 65 miles of the Prairie Grove Arkansas Utility water distribution system conducted in January 2025.



WEEKLY CUMULATIVE REPORTS

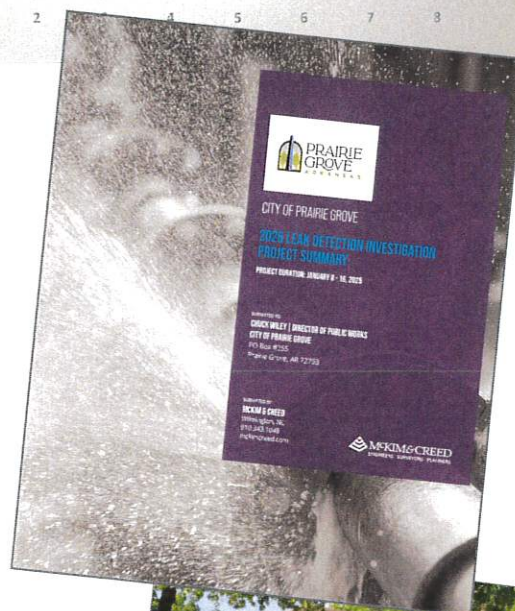
Progress reports will be submitted weekly with all project data, including all cumulative information for the week, thus serving as a daily and weekly report combined. The report includes cumulative information gathered to date, including:

- Details of Leaks Located (including type, visible versus non-visible, size, location)
- Mileage Surveyed
- Location and Status of Loggers Deployed
- Number of Fittings Sounded
- Estimated Gallons per Minute Found to Date
- Suspected Custom Service Leaks
- System Notes
- Requested Customer Shutoffs

PROJECT SUMMARY REPORT

A comprehensive report will be prepared and submitted within 30 working days upon completion of the investigation. The summary report includes a final version of our daily report, combined PDF file of all leak cards submitted for the project, all correlation reports conducted during the project and project/system specific recommendations based on our investigation analysis. Other supporting documentation gathered throughout the project may be included as well. Furthermore, McKim & Creed's report will include recommendations to help continually and proactively reduce the City's water loss in years to come.

McKim & Creed will assist with the future analysis for additional leak detection investigations or other services that would be beneficial for the client in the interest of reducing their NRW and to achieve the best ROI going forward.





QUALITY CONTROL / QUALITY ASSURANCE

We believe that Quality Assurance begins before the first computer is turned on.

McKim & Creed is a Professional Services Firm operating under a Professional Services Agreement.

As a standard, all services will be executed to meet and often exceed, the best practices listed in the AWWA Manual of Water Supply Services (M36) and will be performed at the highest level of health and safety standards (OSHA safety standards).

Our leak detection services are traditional, non-invasive, and are reliant on acoustic technology combined with personnel expertise. Our leak detection approach has been refined over the lifetime of our company, to ensure optimum customer satisfaction, effective communication and precise results. We abide by a comprehensive process that maximizes the potential of reducing water loss and minimizes the likelihood of dry holes or excavating a leak-free hole.

PEOPLE

Our technicians are trained to conduct themselves in a professional manner and to put the customer's needs in top focus while they are conducting the leak surveys.

All of our technicians have passed certified technical training on the equipment and all are well trained in the functionality and limitations of this equipment.

The project team members are involved in the development and refinement of the final scope of work, project schedule and budget.

McKim & Creed prioritizes a safe work environment with detailed processes to ensure safety and high-quality services. Safety plans are reviewed before fieldwork and discussed during project meetings. The company emphasizes employee education on safe practices, making safety everyone's responsibility to prevent accidents and injuries.

PROCESSES

Once the project has begun, McKim & Creed adheres to an approach that is established in our project execution manual.

The scope of services is reviewed by the manager of the technical group to ensure that the clients' needs are addressed;

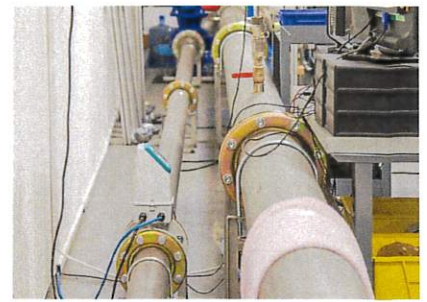
Status meetings are scheduled by the Director of Operations to oversee that deadlines are met and to address any necessary issues;

- ▶ Daily quality assurance/quality control reviews by individual team members;
- ▶ Periodic assessments by design teams;
- ▶ Evaluation by a Project Manager before each submission to the client;
- ▶ Project check-ups with our customers are performed at the conclusion of their projects;
- ▶ Internal post-project evaluation; including measures that worked well, lessons learned, new technology or process assessments.

TECHNOLOGY

We use technology in addition to personnel, wherever possible to ensure the results are supported by multiple investigation methods. All investigation points are visited a second time to ensure that the leakage indication is present on multiple visits, as leakage is continuous in nature. Our on-site project manager, as well as the director of operations, conducts a daily review of all data collected to ensure accuracy and consisting of reported information and processes.

Our Support Services department is involved in quality control of each project by assisting with the review of data captured throughout the project and advises on further interpretations of potential outcomes for leak location pinpointing.



PROJECT TIMELINE

McKim & Creed can furnish a refined schedule of events once the contract has been awarded to include firm dates that correspond with the award date. The schedule will be maintained throughout the project. There is little to no effort required from the utility throughout the life of the project, these details will be discussed during the PreCon Meeting before Project Kick-Off.

**THE PROJECT FIELD WORK WILL BE COMPLETED WITHIN 30 DAYS OF THE KICKOFF DATE,
WITH THE SUMMARY REPORT PROVIDED WITHIN 30 DAYS OF FIELD WORK COMPLETION.**



4

REFERENCES

4 References

The following projects highlight our expertise in delivering comprehensive solutions through assessments, rehabilitation plans, and GIS platforms for efficient water services.

PWSD 1, 5 DAY INVESTIGATION

JEFFERSON COUNTY, MO

Results 11 leaks Estimated 12.5 GPM recovered

PROJECT DATES

January 2025

CLIENT

Public Water Supply District #1
Jefferson County, Missouri
P.O. Box 646,
2970 Schneider Dr., Arnold,
MO, 63010

Erin DeVore

Executive Director

Phone: 636-296-0659

Fax: 636-296-4918

PWSD 2, 5 DAY INVESTIGATION

JEFFERSON COUNTY, MO

Results 8 leaks estimated 8.75 GPM recovered

PROJECT DATES

March 2025

CLIENT

Public Water Supply District
Jefferson County, Missouri
P.O. Box 646,
2970 Schneider Dr., Arnold,
MO, 63010

Art Gilbers -

Operations Manager

art@pwsd2.com -

Phone: (636) 495-3106

PWSD 6, 5 DAY INVESTIGATION

JEFFERSON COUNTY, MO

Results 8 leaks estimated 8.75 GPM recovered

PROJECT DATES

February 2025

CLIENT

Public Water Supply District
#6 Jefferson County
6000 Kingsway Dr.
(PO box 218)
House Springs, MO 63051

Kevin Ritz

District Manager

Manager@pwsd6.org

Office: (636) 671-4096

Cell: (636) 262-0126

65 MILES COVERED, 15 DAYS INVESTIGATION

PRAIRIE GROVE AR

Results 12 leaks estimated 59 GPM recovered

PROJECT DATES

December 2024

CLIENT

City of Prairie Grove
PO Box 944
Prairie Grove, AR 72753

Chuck Wiley

Director of Public Works

(479)846-6540

COMPREHENSIVE LEAK DETECTION SERVICES

CITY OF BRISTOL, TN

280-mile survey found 92 distribution and 15 suspected customer leaks, potentially saving 150 million gallons annually.

PROJECT DATES

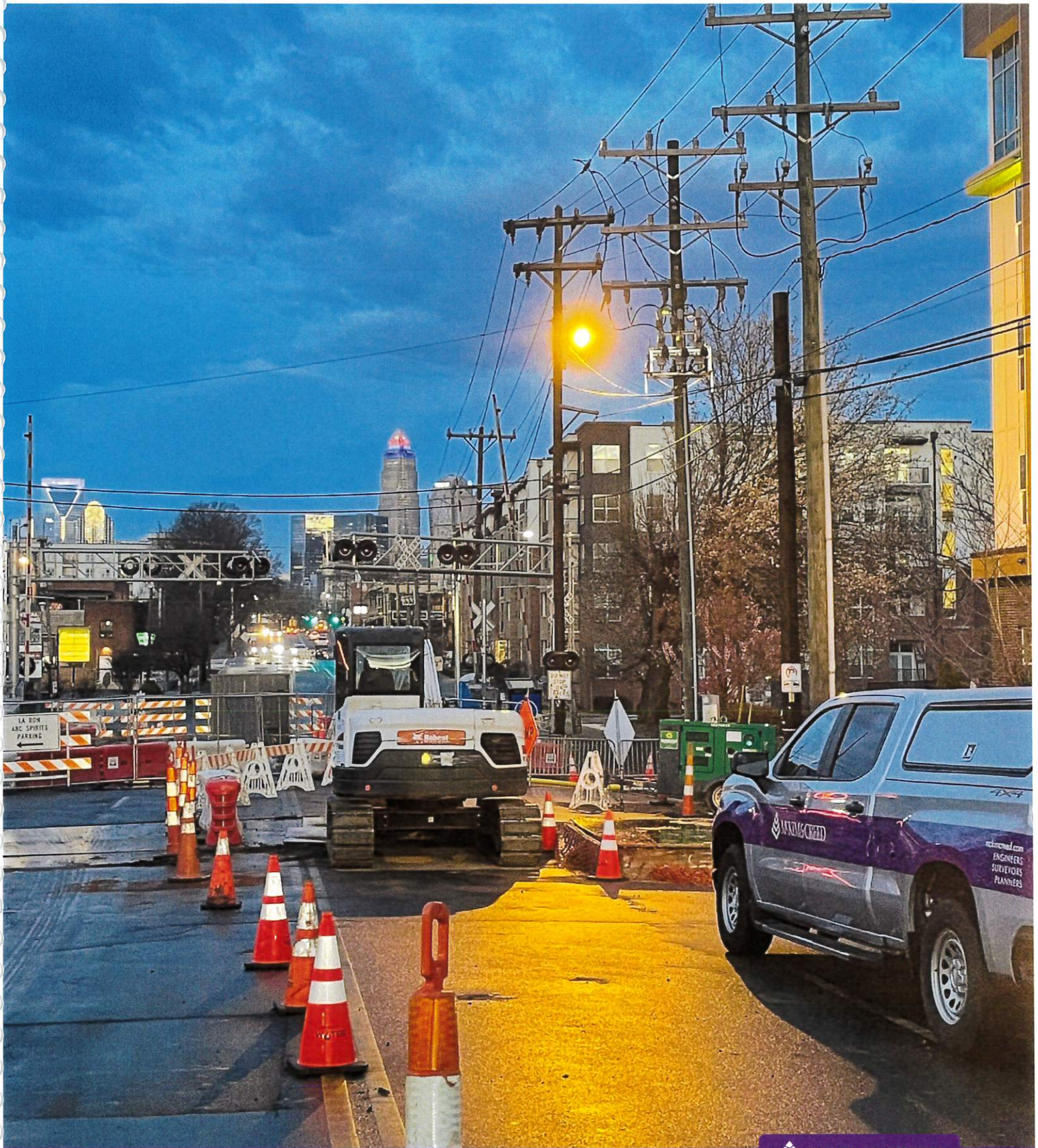
September - October 2023

CLIENT

City of Bristol
801 Anderson Street
Bristol, TN 37620

Will Witcher

wwitcher@bristoltn.org



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FEE & ADDENDUM ACKNOWLEDGMENT

5 Fee

Leak Study

Item	Description	Quantity	Unit Price (\$)	Total Cost (\$)
1	Line Item No. 0001 Total Project Lump Sum	1	\$20,000	\$20,000

**McKim & Creed will obtain a business license to operate within the state. The services provided are considered professional services, and the company's liability insurance covers these professional services.*

Bid Tabulation
East System Leak Survey
Project No. OB25-002
April 11, 2025



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		McKim & Creed		M.E. Simpson Co., Inc.	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Line Item No. 0001 Project Lump Sum	LS	1	\$60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 44,900.00	\$ 44,900.00
TOTAL BASE BID					\$ 60,000.00		\$ 20,000.00		\$ 44,900.00

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Motion to approve the purchase of a 201hp submersible pump and soft start from MEC for \$113,751.62.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2025 Budgeted Amount: \$1,600,000.00

FY2025 Expenditures to Date (MM/DD/YY): (\$203,643.71)

FY2025 Available: \$1,396,356.29

FY2025 Requested Amount: \$113,751.62

Department Comments and Recommendation:

This would be a spare pump to be used in the Sands Lift Station in case of a pump failure. As you are aware, this is our largest lift station and having a spare available in case of failure is necessary to ensure uninterrupted service and un-budgeted pumping expenses.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.



QUOTE

Mr. Chris Duncan
City of Osage Beach, MO

DATE: March 14, 2025

RE: Sands Lift Station Replacement Pump

Dear Chris,

Following are prices for the requested replacement pump:

One (1) ABS/Sulzer model XFP200M CH2 PE1500/4 submersible pump with a 201 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable

One (1) Non witnessed hydraulic and vibration test

PRICE.....\$103,179.62 Delivery is 20 weeks

One (1) Eaton model S811+T30N3S -- reduced voltage solid state starter

PRICE.....\$10,572.00 Delivery is 2 weeks

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,

A handwritten signature in cursive script that reads "Derrick Brandt".

Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is 20 weeks from order and notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 1, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:
Public Works supervision hierarchy discussion

Requested Action:
Discussion

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments: